



CITY OF CHANDLER JOB ORDER PROJECT AGREEMENT

Project Name: **LONE BUTTE EFFLUENT PIPELINE REPAIR**

Project No. **WW2103.402**

This JOB ORDER PROJECT AGREEMENT ("Job Order") is made this _____ day of _____ 2020 ("Effective Date"), by and between the City of Chandler, an Arizona municipal corporation, ("City") and **Garney Companies, Inc.**, a Missouri corporation, ("JOC Contractor") and is entered into pursuant to Job Order Master Agreement No. JOC1914.401 ("JOC Master Agreement"). City and JOC Contractor may be referred to individually as "Party" or collectively as "Parties").

City and JOC Contractor, in consideration of the mutual covenants herein set forth, agree as follows:

RECITALS

- A. On or about December 17, 2019, the Parties entered into the JOC Master Agreement, which terms and conditions are made a part of and incorporated into this Job Order Project Agreement by this reference.
- B. City proposes to engage JOC Contractor to repair existing 36-inch effluent pipeline as more fully described in **Exhibit "A"**, which is attached to and made a part of this Job Order by this reference.
- C. JOC Contractor is ready, willing, and able to provide the services described in **Exhibit "A"** for the compensation and fees set forth and as described in **Exhibit "B"**, which is attached to and made a part of this Agreement by this reference.

ARTICLE 1. DESCRIPTION OF WORK

The Parties enter into this Job Order Project Agreement for the **LONE BUTTE EFFLUENT PIPELINE REPAIR**, Project Number **WW2103.402**. The scope of work consists of repairing existing 36-inch effluent pipeline, all as more particularly set forth in **Exhibit "A"** attached hereto and incorporated herein by reference.

The JOC Contractor will not accept any change of scope, or change in contract provisions, unless issued in writing, as a contract amendment or change order and signed by the authorized signatories for each party.

Performance and Payment Bonds, as set forth in **Exhibit "C"** and **Exhibit "D"** respectively attached hereto and incorporated herein by reference, will be due prior to execution of each Job Order Project Agreement in the full amount of each Job Order.

At project completion, JOC Contractor must complete Contractor's Affidavit Regarding Settlement of Claims and Certificate of Completion, as set forth in **Exhibit "E"** and **Exhibit "F"** respectively attached hereto and incorporated herein by reference.

ARTICLE 2. PROJECT PRICE

City will pay JOC Contractor for completion of the Work in accordance with the JOC Master Agreement a fee not to exceed the Guaranteed Maximum Price of **\$111,220.02** Dollars determined and payable as set forth in JOC Master Agreement and **Exhibit "B"** attached hereto and made a part hereof by reference.

ARTICLE 3. CONTRACT TIME & SCHEDULE

JOC Contractor agrees to complete all Construction within **14** calendar days from the Notice to Proceed (NTP) Date.

ARTICLE 4. PARTICIPANTS

CITY:	Project Manager: Gina Ishida-Raybourn	
	Phone:	480-782-3584
	Email:	Gina.ishida-raybourn@chandleraz.gov
JOC CONTRACTOR:	Garney Companies, Inc.	
	4435 E. Holmes Ave., Ste. 102	
	Mesa, AZ 85206	
	JOC Contractor Representative: Shane O'Brien	
	Phone:	720-375-0988
	Email:	sobrien@garney.com

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties have executed this Job Order as of the Effective Date.

"CITY"
CITY OF CHANDLER:

"JOC CONTRACTOR"
Garney Companies, Inc.:

DEPARTMENT HEAD/DESIGNEE Date

Recommended By:

Andrew Goh, P.E.

CIP City Engineer

APPROVED AS TO FORM:

City Attorney By: WB

ATTEST:

City Clerk SEAL

ADDRESS FOR NOTICE
City of Chandler
P.O. Box 4008, Mail Stop 407
Chandler, AZ 85244-4008

Joel Heimback 11/11/2020
Signature Date
Joel Heimback
Print Name

Director of Operations
Title

ATTEST: If Corporation
Victoria Steppins
Secretary Assistant Secretary



ADDRESS FOR NOTICE

Garney Companies, Inc.
4435 E. Holmes Ave., Ste. 102
Mesa, AZ 85206
Phone: 720-375-0988
Email: sobrien@garney.com

EXHIBIT A
SCOPE OF WORK

Exhibit A

Scope

JOC 1914.401 – WW2103 Lone Butte Effluent Pipeline Repair

1. Repair 36" effluent pipeline as follows:
 - a. 24 Hour Pump Watch and fuel up to 3 days until delivery of pipe and shutdown.
 - b. Mobilize, Dewater excavation (as necessary) and coordinate plant shutdown.
 - i. Garney will require a 4-day shutdown for the repair.
 - c. Upon plant shutdown, dewater existing line and discharge into pond.
 - d. Demo existing pipe joint to joint.
 - e. Furnish and Install 36" C303 bar wrapped pipe per Thompson Pipe quote
 - i. Pipe bedding to be ½ sack CLSM 1' above pipe
 - ii. Weld outside joints only
 - iii. Interior joints shall be hand grouted
 - iv. An additional 32 LF stick of pipe will be delivered and offloaded at the Lone Butte WRF.
 - f. Welding inspection per Dye Penetrant Test in lieu of pressure test.
 - i. Upon repair and welding inspection, pipeline shall be put into service.
 - g. Backfill using native material and return to existing grade the pond slope and road.
 - i. Excess dirt to be graded onsite
 - ii. No seeding is included in this proposal
 - h. Repair existing fencing as necessary
2. Allowances included in this proposal: NONE
3. Contingencies included in this proposal:
 - a. City Contingency: \$10,000
4. Schedule is based on 6 days of work, delivery of new piping and shutdown of the existing line from flow. Pipe is currently scheduled to be delivered by 9/23/20.
 - a. No submittals are included in this proposal.
5. Specifically excluded from this proposal are: Building permits, Engineering, Remediation of contamination and hazardous material handling or disposal and testing services.

**EXHIBIT B
FEE SCHEDULE**



4435 E. Holmes Ave, Suite 102, Mesa AZ 85206
 Phone: 602.470.0001
 Fax: 602.470.0025
 www.garney.com

EXHIBIT "B-1"
 Job Order Cost Proposal
 Summary Sheet

WW2103 Lone Butte Effluent Pipeline Repair

Price of Subcontractor(s)		\$	8,950.00
Price of Subconsultant(s)		\$	-
General Conditions		\$	6,876.17
Preconstruction Labor (if applicable)		\$	-
Construction Labor (if applicable)		\$	19,302.96
Construction Material and Equipment		\$	50,458.85
SUBTOTAL (NEGOTIATED PRICES):		\$	85,587.98
Overhead and Profit (Coefficient per Job Order Master Agreement)	10.00%	\$	8,558.80
SUBTOTAL (NEGOTIATED PRICES + OVERHEAD AND PROFIT):		\$	94,146.78
Insurance, Bonds, & Taxes			
Sales Tax Percentage (Current Tax Rate)	5.07%	\$	4,773.24
General Liability Insurance Percentage (Actual Cost per Job Order)	1.35%	\$	1,270.98
Builder's Risk Insurance Percentage (Actual Cost per Job Order)	0.343%	\$	322.92
Payment Bond (Actual Cost per Job Order)	0.75%	\$	706.10
Performance Bond (Actual Cost per Job Order)	included	\$	-
SUBTOTAL (INSURANCE, BONDS, & TAXES):		\$	7,073.25
SUBTOTAL (NEGOTIATED PRICES + OVERHEAD AND PROFIT + INSURANCE, BONDS, & TAXES):		\$	101,220.02
City's Allowance	9.88%	\$	10,000.00
TOTAL JOB ORDER:		\$	111,220.02

Per the Job Order Master Agreement - This Fee Table includes all fees, costs, insurance and bond premiums, allowances, construction contingency, and taxes of any type necessary to fully, properly and timely perform and construct the Work. Also per the Job Order Master Agreement - For any portion of the Work which, either through this Contract, Change Order or otherwise, is performed and paid for on a cost, or time and materials basis, the costs may be reimbursed to JOC Contractor and chargeable against the Contract Price will be determined as set forth in MAG 109.5.



4435 E. Holmes Ave, Suite 102, Mesa AZ 85206

Phone: 602.470.0001

Fax: 602.470.0025

www.garney.com

SUBCONSULTANTS

PPS - Professional Piping Systems - Welding Services

EXHIBIT "B-2"
Supplemental Information
WW2103 Lone Butte Effluent Pipeline Repair

ATTACHED

WW2103 Lone Butte Effluent Line Repair

9/18/2020	TOTALS				538	24,867		34,751		8,950		16,610		410		85,588			
Comments (Spec/Dwg)	Description	Quantity	Unit	Total MH	MH/U	Labor		Materials		Subcontract		Equipment		Other		Total Cost	Division	Bid Item	
						Labor Unit	Labor Total	Matl Unit	Matl Total	Sub Unit	Sub Total	Equip Unit	Equip Total	Oth Unit	Oth Total				
PRECONSTRUCT CONSTRUCTION	GARNEY INDIRECTS																GC	1	
	PROJECT MANAGER	1.0	WKS	0.0		#DIV/0!	0		0		0		0		0	0	GC	1	
	PROJECT MANAGER	1.0	WKS	10.0	10.000	104.60	1,046		0		0		0		0	1,046	GC	2	
	GENERAL SUPERINTENDENT	1.0	WKS	40.0	40.000	83.68	3,347		0		0		0		0	3,347	GC	2	
	PROJECT ENGINEER	1.0	WKS	20.0	20.000	58.56	1,171		0		0		0		0	1,171	GC	2	
	TRUCK: ON-HIGHWAY LIGHT DUTY 4X2 GAS	70.0	HRS									12.89	902			902	GC	2	
	SANITARY FACILITY	1.0	MOS	0.0		0.00	0		0		0		0	375.00	375	375	GC	2	
	DRINKING WATER	0.2	MOS	0.0		0.00	0		0		0		0	150.00	35	35	GC	2	
	PUMP WATCH																YP	4	
	LABOR			0.0			0		0		0		0		0	0	YP	4	
	PUMP WATCH - DAY REGULAR TIME	3.0	SHIFTS	24.0	8.000	38.29	919		0		0		0		0	919	YP	4	
	PUMP WATCH - DAY OVERTIME TIME	3.0	SHIFTS	12.0	4.000	57.43	689		0		0		0		0	689	YP	4	
	PUMP WATCH - NIGHT REGULAR TIME	3.0	SHIFTS	48.0	16.000	38.29	1,838		0		0		0		0	1,838	YP	4	
	PUMP WATCH - NIGHT OVERTIME TIME	3.0	SHIFTS	24.0	8.000	57.43	1,378		0		0		0		0	1,378	YP	4	
	PUMP: FUEL	20.0	GAL	0.0		0.00	0	3.00	60		0		0		0	60	YP	5	
	PIPELINE REPAIR																YP	4	
	LABOR			0.0			0		0		0		0		0	0	YP	4	
	REPLACE PIPE - REGULAR TIME - YARD PIPE CREW	6.0	SHIFTS	288.0	48.000	40.22	11,583		0		0		0		0	11,583	YP	4	
	REPLACE PIPE - OVERTIME - YARD PIPE CREW	6.0	SHIFTS	72.0	12.000	60.33	2,896		0		0		0		0	2,896	YP	4	
	MATERIAL & EQUIPMENT			0.0			0		0		0		0		0	0	YP	5	
JD470	EXCAVATOR: CATERPILLAR 349F	50.0	HRS									167.16	8,358			8,358	YP	5	
	WHEEL LOADER: DEERE 544K	50.0	HRS									61.44	3,072			3,072	YP	5	
	TRUCK: ON-HIGHWAY LIGHT DUTY 4X4 DIESEL UTILI	50.0	HRS									40.26	2,013			2,013	YP	5	
DRAIN LINE	PUMP: 6" PUMP	1.0	WEEK	0.0		0.00	0		0		0	2,265.00	2,265		0	2,265	YP	5	
	PUMP: FUEL	100.0	GAL	0.0		0.00	0	3.00	300		0		0		0	300	YP	5	
	SHORING: 16' X 10' TRENCH BOX	2.0	EA	0.0		0.00	0	1,104.42	2,209		0		0		0	2,209	YP	5	
	PIPE MATERIAL: 36" C303 PIPE CL 250	96.0	LF					190.00	18,240				0			18,240	YP	5	
	PIPE MATERIAL: 36" C303 BUTT STRAP	4.0	EA					560.00	2,240				0			2,240	YP	5	
	PIPE MATERIAL: 36" JOINT RINGS W/BUR	2.0	EA					600.00	1,200				0			1,200	YP	5	
	PIPE MATERIAL: 6" THREADED HAND-HOLE OUTLETS	8.0	EA					224.00	1,792				0			1,792	YP	5	
	PIPE MATERIAL: FREIGHT	1.0	LOAD					3,000.00	3,000				0			3,000	YP	5	
	PIPE MATERIAL: SIKI 123 GROUT	12.0	EA					65.00	780				0			780	YP	5	
	PIPE MATERIAL: GROUT	4.0	CY					150.00	600				0			600	YP	5	
	READY MIX: 1/2 SACK CLSM	60.0	CY					68.00	4,080				0			4,080	YP	5	
	MISC: EXISTING FENCING MATERIAL	1.0	LS					250.00	250				0			250	YP	5	
	SUBCONTRACTORS															0	YP	3	
	PPS	WELDING SERVICE	64.0	HRS	0.0		0.00	0		0	85.00	5,440		0		0	5,440	YP	3
		WELDING INSPECTION SERVICE	1.0	LS	0.0		0.00	0		0	1,000.00	1,000		0		0	1,000	YP	3
TRUCKING: DISPOSE DEMO PIPE		1.0	EA	0.0		0.00	0		0	750.00	750		0		0	750	YP	3	
TRUCKING: EXCAVATOR IN/OUT		2.0	EA	0.0		0.00	0		0	490.00	980		0		0	980	YP	3	
TRUCKING: LOADER IN/OUT		2.0	EA	0.0		0.00	0		0	390.00	780		0		0	780	YP	3	

Garney Construction Composite Rate Sheet

Version

WW2103 Lone Butte Effluent Pipeline Repair

Prepared by: DMT

Addenda Noted:

				0.00%		
Classification			Wage	Fringe (LESS LIT)	Total Rate	
Laborer 1	LABORER: COMMON		\$ 31.33	\$ -	\$ 31.33	
Laborer 2	LABORER: COMMON		\$ 31.33	\$ -	\$ 31.33	
Laborer 3	LABORER: COMMON		\$ 31.33	\$ -	\$ 31.33	
Form Carpenter	CARPENTERS: FORM WORK		\$ 38.29	\$ -	\$ 38.29	
Finish Carpenter	CARPENTERS: FINISH WORK		\$ 41.77	\$ -	\$ 41.77	
Cement Mason	CARPENTERS: CEMENT FINISH		\$ 34.81	\$ -	\$ 34.81	
Ironworker	CARPENTERS: FINISH WORK		\$ 41.77	\$ -	\$ 41.77	
Pipefitter	LABORER: PIPELAYER		\$ 38.29	\$ -	\$ 38.29	
Piperfitter Helper	LABORER: COMMON		\$ 31.33	\$ -	\$ 31.33	
Pipelayer	LABORER: PIPELAYER		\$ 38.29	\$ -	\$ 38.29	
Operator 1	OPERATOR: TRACKHOE		\$ 43.51	\$ -	\$ 43.51	
Operator 2	OPERATOR: FRONT END LOADER		\$ 38.29	\$ -	\$ 38.29	
Operator 3	OPERATOR: BACKHOE		\$ 31.33	\$ -	\$ 31.33	
Crane Operator	OPERATOR: CRANES		\$ 49.69	\$ -	\$ 49.69	
Carpenter Foreman	LEAD: FOREMAN / ASSISTANT		\$ 58.56	\$ -	\$ 58.56	
Pipe/Mech Foreman	LEAD: FOREMAN / ASSISTANT		\$ 58.56	\$ -	\$ 58.56	

TYPE OF WORK:

CRAFT	# OF EACH	EMPLOY STATUS	BASE WAGE	FRINGE BENEFITS	HOURLY RATE	TOTAL RATE
Operator 1	1			\$ -	\$ 43.51	\$ 43.51
Operator 3	1			\$ -	\$ 31.33	\$ 31.33
Pipefitter	2			\$ -	\$ 38.29	\$ 76.58
Laborer 1	1			\$ -	\$ 31.33	\$ 31.33
Pipe/Mech Foreman	1			\$ -	\$ 58.56	\$ 58.56
TOTALS	6					\$ 241.31
YARD PIPE CREW				COMPOSITE RATE	\$ 40.22	

TYPE OF WORK:

CRAFT	# OF EACH	EMPLOY STATUS	BASE WAGE	FRINGE BENEFITS	HOURLY RATE	TOTAL RATE
Operator 1	1			\$ -	\$ 65.27	\$ 65.27
Operator 3	1			\$ -	\$ 46.99	\$ 46.99
Pipefitter	2			\$ -	\$ 57.43	\$ 114.86
Laborer 1	1			\$ -	\$ 46.99	\$ 46.99
Pipe/Mech Foreman	1			\$ -	\$ 87.85	\$ 87.85
TOTALS	6					\$ 361.96
YARD PIPE CREW OVERTIME				COMPOSITE RATE	\$ 60.33	



ADVANCING WATER

JOC CONTRACT # JOC1914.401

DESCRIPTION	STD RATE	OT RATE
SALARY: PROJECT MANAGER	\$ 104.60	\$ 156.90
SALARY: PROJECT ENGINEER	\$ 58.56	\$ 87.85
SALARY: SUPERINTENDENT	\$ 83.68	\$ 125.52
LEAD: FOREMAN / ASSISTANT SUPERINTENDENT	\$ 58.56	\$ 87.85
OPERATOR: TRACKHOE	\$ 43.51	\$ 65.27
OPERATOR: FRONT END LOADER	\$ 38.29	\$ 57.43
OPERATOR: BACKHOE	\$ 31.33	\$ 46.99
OPERATOR: CRANES	\$ 49.69	\$ 74.53
LABORER: PIPELAYER	\$ 38.29	\$ 57.43
LABORER: COMMON	\$ 31.33	\$ 46.99
CARPENTERS: FORM WORK	\$ 38.29	\$ 57.43
CARPENTERS: FINISH WORK	\$ 41.77	\$ 62.65
CARPENTERS: CEMENT FINISHER	\$ 34.81	\$ 52.21

*RATES ARE PER HOUR



ADVANCING WATER

JOC CONTRACT # JOC1914.401

DESCRIPTION	FHWA RATE
EXCAVATOR: CATERPILLAR 390FL	\$ 380.85
EXCAVATOR: CATERPILLAR 374DL	\$ 283.74
EXCAVATOR: CATERPILLAR 349F	\$ 167.16
EXCAVATOR: CATERPILLAR 336F	\$ 114.40
EXCAVATOR: CATERPILLAR 335FLCR	\$ 115.92
EXCAVATOR: CATERPILLAR 330F	\$ 105.19
EXCAVATOR: CATERPILLAR 325FLCR	\$ 87.30
EXCAVATOR: CATERPILLAR 315FL	\$ 91.87
EXCAVATOR: CATERPILLAR 308ECR	\$ 56.44
WHEEL LOADER: DEERE 744K	\$ 116.28
WHEEL LOADER: DEERE 644K	\$ 82.28
WHEEL LOADER: DEERE 624K	\$ 67.97
WHEEL LOADER: DEERE 544K	\$ 61.44
RUBBER TIRE BACKHOE: CATERPILLAR 420F2 IT	\$ 33.49
RUBBER TIRE BACKHOE: DEERE 310SK	\$ 42.49
FORKLIFT: CATERPILLAR TL1055C	\$ 46.15
SKID STEER LOADER: CATERPILLAR 299D	\$ 52.20
SKID STEER LOADER: CATERPILLAR 289D	\$ 46.66
SKID STEER LOADER: CATERPILLAR 262D	\$ 32.16
TRUCK: ON-HIGHWAY WATER TANKER	\$ 49.03
TRUCK: ON-HIGHWAY LIGHT DUTY 4X4 DIESEL UTILITY	\$ 40.26
TRUCK: ON-HIGHWAY LIGHT DUTY 4X2 GAS	\$ 12.89
MISCELLANEOUS: FX30 500GAL VACUUM EXCAVATOR	\$ 44.83

*RATES ARE PER HOUR



1003 MacArthur Blvd
Grand Prairie, Texas 75050
Phone: 972-262-3600

Quote #: 200915-2115

Carl Rodgers
Garney Construction

Phone: (913) 302-7724
Fax:
Email: crodgers@garney.com

Date: 9/15/2020
Rep.: Vivian Felix

Qty	Item #	Name	Price	Total
4		36" C303 Butt-Strap	\$560.00	\$2,240.00
2		36" Joint Rings w/ BUR	\$600.00	\$1,200.00
64	36B303	36" C303 Pipe CL250	\$190.00	\$12,160.00
8		6" Threaded outlet	\$224.00	\$1,792.00
** Freight is not included in prices *			Freight to be \$3,000.00	
** 2 day delivery **				
Sub Total				\$17,392.00
Shipping & Handling				
Taxes			0.000%	\$.00
TOTAL				\$17,392.00

***ALL QUANTITIES ARE ESTIMATED. ACTUAL QUANTITIES
WILL BE INVOICED AT QUOTED RATE. STAND-BY TIME
WILL BE APPLIED.

Thank you for your business.

Quote # _____
Today's Date: _____



THOMPSON PIPE GROUP CUSTOMER INFORMATION SHEET

The following information is required prior to scheduling and ordering material.

☐ Public Work

PO #: _____

☐ Private Work

Name and Location of Job - Address, Zip and County

Tax Exempt:

Yes ☐ No ☐

Certificate Attached:

Yes ☐ No ☐

Sales Representative:

Owner Name and Address: (If Applicable)

Phone: _____

Contact: _____

*Job Site Contact: _____

Cell: _____

General Contractor Name and Address: (If Applicable)

Phone: _____

Contact: _____

*Job Site Contact: _____

Cell: _____

Subcontractor Name and Address: (If Applicable)

Phone: _____

Contact: _____

*Job Site Contact: _____

Cell: _____

Bond Company Name, Address and Bond Number:

(Surety name - not insurance co):

Is the Job Bonded?

Yes ☐ No ☐

Phone: _____

Contact: _____

Bond No: _____

* When available, please attach a copy of the payment bond.

NOTE: IF PROJECT IS TAX EXEMPT, PLEASE FORWARD
A COPY OF THE TAX EXEMPTION CERTIFICATE. OR YOU WILL BE RESPONSIBLE FOR TAXES

Completed By: _____

Date Completed: _____

THOMPSON PIPE GROUP PRESSURE

PIPELINE SERVICES TERMS AND CONDITIONS:

Scheduling of Welding Services:

Standard lead time for welding services is 2- 3 weeks. Expediting these times is possible depending on volume and project. The actual date/time of service is subject to mutual agreement and the final scheduled date must be confirmed by Thompson Pipe Group Pressure. In the event work is scheduled and subsequently cancelled, Thompson Pipe Group Pressure will make every attempt to reschedule as per your request.

Scheduling of Tapping Services:

Standard lead time for tapping services is 2- 3 weeks. Expediting these times is possible depending on volume and project. The actual date/time of service is subject to mutual agreement and the final scheduled date must be confirmed by Thompson Pipe Group Pressure. In the event work is scheduled and subsequently cancelled, Thompson Pipe Group Pressure will make every attempt to reschedule as per your request.

Material Delivery Terms:

- 1) DIP mechanical accessories are not included with this quote
- 2) Freight to be FOB Thompson Pipe Group Pressure facility, pre-paid and add.
- 3) Standard (non-expedited) delivery times for non-stock materials is estimated 10-12 weeks from approved drawings. Specific delivery dates must be confirmed at the time of order.
- 4) Material Delivery Terms: F.O.B. Origin
- 5) Prices are Quoted for Class 250 pipe unless otherwise noted.

II. SPECIAL NOTES PERTAINING TO PRICES QUOTED

The following notes are conditions of the pricing quoted herein:

- 1) Prices are firm for 30 days from the date of this quote.
- 2) Pricing includes one laying gasket (polyisoprene, 60 Duro) and one grout wrapper per Thompson Pipe Group Pressure joint. Additional gaskets and diapers will be invoiced accordingly.
- 3) A cancellation charge applies if the order is cancelled. Materials are **not eligible for return** or credit unless specifically authorized by Thompson Pipe Group Pressure **PRIOR TO RETURNING.**
- 4) Normal business hours are defined as 8:00am to 5:00pm, Monday thru Friday, exclusive of holidays. OVER TIME CHARGES APPLY IF WORK IS PERFORMED AFTER NORMAL BUSINESS HOURS.
- 5) STANDBY charges may apply and will Invoiced to buyers account.

6) ALL QUOTED PRICING is contingent upon the customer furnishing materials and/or services as defined below.

7) Contractor or Owner is responsible for providing and mounting tapping valve unless otherwise specified.

8) If these quoted materials are used to connect to an existing concrete pressure pipeline, it is the responsibility of the purchaser to ensure that the existing pipeline is properly restrained to account for any thrust forces that may result from this modification. Please contact Thompson Pipe Group Pressure staff if there are any concerns or questions regarding the use of this material.

Site Preparation

1) Contractor or Owner is responsible for arranging and paying for all necessary permits, licenses, fees and/or inspections

2) Contractor or Owner is responsible for all excavation de-watering, ventilation and/or scaffolding necessary to provide clear and safe workspace per applicable OSHA requirements.

3) Contractor or Owner is responsible for removal of all hazardous and /or explosive chemicals from within pipeline, and surrounding area

Safety

1) Contractor or Owner is responsible for site excavations must meet Occupational Safety and Health Administration (OSHA) Safety Standards

2) CONFINED SPACES WILL NOT BE ENTERED UNTIL OSHA PERMIT ENTRY PROCEDURES HAVE BEEN COMPLETED to our personnel's satisfaction.

3) The work site location must be accessible by a suitable roadway from a public highway. If the jobsite location or site conditions require barricades, traffic control or assistance, you or your representative must furnish barricades and assistance.

4) Site conditions MUST be suitable for safe and efficient welding / tapping. If Wet / Muddy conditions exist, rock, pallets or other acceptable material must be employed to facilitate safe and efficient work conditions.

Equipment & Utilities - Personnel to operate required.

1) Contractor or Owner is responsible to furnish electric power and lighting as required by us to perform our work.

2) Contractor or Owner is responsible to furnish an air compressor capable of operating and delivering compressed air at 120 cfm at 90 psi.

3) Contractor or Owner is responsible for furnishing any necessary lifting equipment to lift, move, set or place our furnished equipment or materials.

Labor

- 1) Contractor or Owner is responsible to furnish at a minimum, one man designated as your representative to provide safety oversight. Your representative must always be available to us when we are performing work on site for you.
- 2) Contractor or Owner is responsible to furnish labor to assist in rigging or handling materials in and out of work area.
- 3) Contractor or Owner is responsible for Pipeline Preparation
- 4) Thompson Pipe Group provides grout material and labor to grout the saddle and the gland. Thompson Pipe Group provides and installs diaper. Thompson Pipe Group DOES NOT provide material or labor to fill diapers with grout / mortar unless otherwise specified.
- 5) You or your representative will be asked by our personnel to verify and confirm the pipeline operating pressure is reduced to a safe working limit (generally <90 psi)
- 6) Contractor or Owner is responsible for Post Repair
- 7) Contractor or Owner is responsible for Clean-up and debris removal.
- 8) Contractor or Owner is responsible for Inspection of the work and sign off / acceptance of completion.
- 9) Contractor or Owner is responsible for Restoring the pipeline and site to service after our work is complete
- 10) TAPPING: Coupon retrieval is not guaranteed and in the event the coupon is not retrieved, or pilot bit is broken, Thompson Pipe Group Pressure is not liable for any costs associated with retrieval.

ESCALATION Prices are firm for material shipped within 120 days of our acceptance of your order. Prices for material shipped after 120 days will be increased 1.5% per quarter until complete shipment is made on the order.

DELIVERY Ready-to-ship/delivery noted elsewhere within this quotation is based on current production schedules and is based on your release for manufacturing or our receipt of approved drawings, and receipt of purchase order. Completed at a rate jointly determined by the purchaser and seller, subject to the terms and conditions herein. Changes in our production schedule prior to acceptance of this quotation may require adjustments in the delivery estimate. NOTE: Jobsite must be accessible to normal truck/trailer operations with no pushing or pulling allowed on truck/trailer.

Only items specifically stated are included in the price(s).

PAYMENT TERMS Payment in full is due 30 days after date of invoice. Retainage is not allowed.

SERVICE CHARGE 1.5% per month on the unpaid balance will be due on all amounts unpaid 30 days after the due date.

ACCEPTANCE This quotation is valid for acceptance for 30 days from date of bid shown on this quotation. If an award is not made within that time, we will accept an order from you contingent upon your receipt of a contract with the owner.

SERVICE WARRANTY All service work, including but not limited to tapping, welding, line stop, field representation performed by us is subject to the satisfaction and acceptance of the customer at the time of performance, and no other responsibility or liability is accepted or implied by us.

BASIS OF QUOTATION This quotation is made subject to the attached terms and conditions. All quotations are subject to correction of stenographic errors.

III. THOMPSON PIPE GROUP ATTACHMENTS PROVIDED WITH THIS QUOTATION

Attachments:

- Quote
- Customer Information Sheet (COMPLETE AND RETURN WITH ORDER)

IV. Sales Tax:

TAXES Sales or Use Tax are not included. Purchaser is responsible for payment of any such assessments. If project is tax exempt, purchaser must furnish a tax exemption certificate at time of signing quotation, or tax will be invoiced.

CUSTOMER ACCEPTANCE:

Company: _____

Print Name: _____

Title: _____

Thompson Pipe Group Pressure Quote Number: _____



Capital Pump & Equipment

9229 S Hardy Drive Tempe, AZ 85284
Phone: 480-626-5257 Email: Sales@cpepumps.com

Quote #: CP20-2031

Job Name: GRIC - 6" Pump and Hoses
Rental Quote

Customer: Garney Construction
4435 East Holmes Avenue, Suite 102
Mesa, AZ 85206

Location: Chandler, AZ

Contact: Carl Rodgers
Phone: 913-302-7724
Email: crodgers@garney.com

Rental Equipment				RATES			
Qty	Unit	Rental Period	Description	Day	Week	4 Week	Total
1	EA	1 Week	Pump, Pioneer 6" PP66S12	\$ 250.00	\$ 750.00	\$ 2,250.00	\$ 750.00
1	EA	1 Week	Hose, 6" x 20' Suction	\$ 30.00	\$ 90.00	\$ 270.00	\$ 90.00
1	EA	1 Week	Hose, 6" x 10' Suction	\$ 30.00	\$ 90.00	\$ 270.00	\$ 90.00
3	EA	1 Week	Hose, 6" x 50' Layflat	\$ 35.00	\$ 105.00	\$ 315.00	\$ 315.00
1	LOT	1 Week	Misc. Pipe, Hose and Fittings	\$ 15.00	\$ 45.00	\$ 135.00	\$ 45.00

QUANTITIES ARE ESTIMATES

1 Week Rental Total \$1,290.00

QUANTITIES USED WILL BE BILLED

Delivery \$150.00

Pick-up \$150.00

Estimated Install Labor \$450.00

Estimated Removal Labor \$225.00

Quote does not include applicable taxes

ESTIMATE TOTAL - \$2,265.00

Prepared by: Tyler Larkins

Accepted by:

Date: Thursday, September 17, 2020

Date:

Subject to Terms and Conditions on Page 2

Estimate valid for 30 days from issuance date



9229 S Hardy Drive Tempe, AZ 85284
Phone: 480-626-5257 Email: Sales@cpepumps.com

Terms, Conditions & Specifications

1. Customer agrees to abide by the terms and conditions on the purchase or rental contract.
2. Quantities are estimates and system is designed with information supplied by the customer. Any additional requirements will incur additional charges.
3. Customer responsible for all permits, traffic control, road crossings, etc.
4. Customer responsible for all FUEL & PM SERVICE during pump rentals.
5. Pump rate is based on **8 hour day, 48 hour week, 192 hour 4 week.**
6. Overtime Charges, if applicable, are Computed: $(\text{Monthly Rate} / 192) \times .5 = \text{O/T Charge Per Hour}$
7. Labor rate is for normal working hours. Weekend or nighttime will incur additional charges.
8. Rental begins when equipment leaves CPE branch. Pumping systems are on rent during installation.
9. If Water Bridges are rented, they are placed under customer's direction. Customer accepts sole responsibility for placement, ongoing maintenance, and suitability for use in each specific traffic location.

JOB SPECIFIC TERMS, CONDITIONS & SPECIFICATIONS

PERFORMANCE BOND

ARIZONA STATUTORY PERFORMANCE BOND
PURSUANT TO TITLES 28, 34, AND 41, ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS THAT: Garney Companies, Inc.

(hereinafter "Principal"), and The Continental Insurance Company (hereinafter "Surety"), a corporation organized and existing under the laws of the State of Pennsylvania with its principal office in the City of Chicago, IL, holding a certificate of authority to transact surety business in Arizona issued by the Director of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto City of Chandler, AZ (hereinafter "Obligee") in the amount of One Hundred Eleven Thousand Two Hundred Twenty and 02/100 (Dollars) (\$ 111,220.02), for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20____ for construction of **Lone Butte Effluent Pipeline Repair; Project Number WW2103.402** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

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

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

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

Witness our hands this 19th day of November, 2020

Arthur J. Gallagher & Co.
AGENT OF RECORD

1160 Battery Street, Suite 360,
San Francisco, CA 94111
AGENT ADDRESS

Garney Companies, Inc.

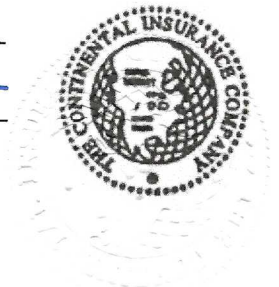
PRINCIPAL SEAL

By [Signature]
Joel Heimbuck, Director

The Continental Insurance Company

SURETY SEAL

By [Signature]
K. Zerounian, Attorney-In-Fact



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

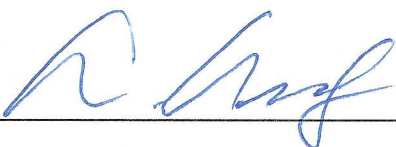
State of California
County of San Francisco)

On November 19, 2020 before me, M. Moody, Notary Public
(insert name and title of the officer)

personally appeared K. Zerounian,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



(Seal)

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

M Moody, Susan Hecker, K Zerounian, Janet C Rojo, Betty L Tolentino, Kevin Re, Brian F Cooper, Robert P Wrixon, Virginia L Black, Maureen O'Connell, Susan M Exline, Julia Ortega, Gillian Bhaskaran, T Le, Brittany Kavan, Individually

of San Francisco, CA, and Lafayette, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 24th day of April, 2019.



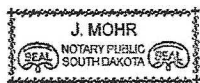
The Continental Insurance Company

Paul T. Bruflat

Vice President

State of South Dakota, County of Minnehaha, ss:

On this 24th day of April, 2019, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires June 23, 2021

J. Mohr

Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this _____ day of _____,



The Continental Insurance Company

D. Johnson

Assistant Secretary

Form F6850-4/2012

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

“RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

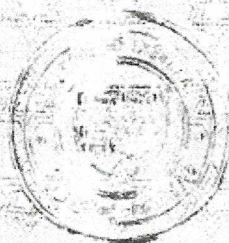
This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

STATE OF ARIZONA



DEPARTMENT OF INSURANCE CERTIFICATE OF AUTHORITY

I, CHRISTINA URIAS, Director of Insurance of the State of Arizona, do hereby certify that

THE CONTINENTAL INSURANCE COMPANY

Domiciled in Pennsylvania

NAIC NO. 35289

has complied with the requirements of the Arizona Revised Statutes, Title 20 and is hereby authorized, subject to the provisions thereof and the Charter Powers of said Company, to transact the following kinds of insurance business:

CASUALTY WITH WORKERS' COMPENSATION

DISABILITY

MARINE AND TRANSPORTATION

PROPERTY

SURETY

VEHICLE

within the State of Arizona unless surrendered, suspended or revoked by the Director of Insurance.

In TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Director of Insurance at the City of Phoenix. The effective date of this certificate is October 1, 2006.

A handwritten signature in black ink, appearing to read "Christina Urias", is written over a horizontal line.

Christina Urias
Director of Insurance

6346 (11/03)

29 01 50

0003658

PAYMENT BOND

ARIZONA STATUTORY PAYMENT BOND
PURSUANT TO TITLES 28, 34, AND 41, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS THAT: Garney Companies, Inc.

(hereinafter "Principal"), as Principal, and The Continental Insurance Company (hereinafter "Surety"), a corporation organized and existing under the laws of the State of Pennsylvania with its principal office in the City of Chicago, IL, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto City of Chandler, AZ (hereinafter "Obligee") in the amount of One Hundred Eleven Thousand Two Hundred Twenty and 02/100 (Dollars) (\$111,220.02), for the payment whereof, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20____ for construction of Lone Butte Effluent Pipeline Repair; Project Number WW2103.402 which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

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

Witness our hands this 19th day of November, 2020.

Arthur J. Gallagher & Co.
AGENT OF RECORD

1160 Battery Street, Suite 360,
San Francisco, CA 94111
AGENT ADDRESS

Garney Companies, Inc.
PRINCIPAL

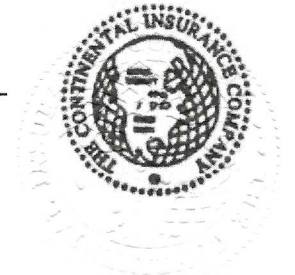
SEAL

By [Signature]
Joel Heimbeck, Director

The Continental Insurance Company
SURETY

SEAL

By [Signature]
K. Zerounian, Attorney-In-Fact



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco)

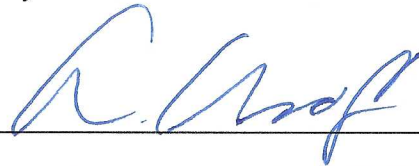
On November 19, 2020 before me, M. Moody, Notary Public
(insert name and title of the officer)

personally appeared K. Zerounian,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

M Moody, Susan Hecker, K Zerounian, Janet C Rojo, Betty L Tolentino, Kevin Re, Brian F Cooper, Robert P Wrixon, Virginia L Black, Maureen O'Connell, Susan M Exline, Julia Ortega, Gillian Bhaskaran, T Le, Brittany Kavan, Individually

of San Francisco, CA, and Lafayette, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 24th day of April, 2019.



The Continental Insurance Company

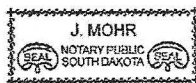
Paul T. Bruflat

Paul T. Bruflat

Vice President

State of South Dakota, County of Minnehaha, ss:

On this 24th day of April, 2019, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires June 23, 2021

J. Mohr

J. Mohr

Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this _____ day of _____,



The Continental Insurance Company

D. Johnson

D. Johnson

Assistant Secretary

Form F6850-4/2012

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

“RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

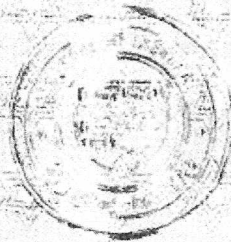
This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

STATE OF ARIZONA



DEPARTMENT OF INSURANCE

CERTIFICATE OF AUTHORITY

I, CHRISTINA URIAS, Director of Insurance of the State of Arizona, do hereby certify that

THE CONTINENTAL INSURANCE COMPANY

Domiciled in Pennsylvania

NAIC NO. 35289

has complied with the requirements of the Arizona Revised Statutes, Title 20 and is hereby authorized, subject to the provisions thereof and the Charter Powers of said Company, to transact the following kinds of insurance business:

CASUALTY WITH WORKERS' COMPENSATION

DISABILITY

MARINE AND TRANSPORTATION

PROPERTY

SURETY

VEHICLE

within the State of Arizona unless surrendered, suspended or revoked by the Director of Insurance.

In TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Director of Insurance at the City of Phoenix. The effective date of this certificate is October 1, 2006.

A handwritten signature in black ink, appearing to read "Christina Urias", is written over a horizontal line.

Christina Urias
Director of Insurance

ES 46 (11/03)

29 9550

0003658

EXHIBIT E

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

_____, Arizona

Date _____

Project Name: **LONE BUTTE EFFLUENT PIPELINE REPAIR**

Project No.: **WW2103.402**

To the City of Chandler, Arizona

Gentlemen:

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the consideration of \$_____, as set out in the final pay estimate, as full and complete payment under the terms of the contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described project. The undersigned further agrees to indemnify and save harmless the City of Chandler against any and all liens, claims or liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performances and materials furnished for the performance of said installation.

Signed and dated at _____, this _____ day of _____ 20_____.

CONTRACTOR

By _____

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____ 20_____.

Notary Public

My Commission Expires

EXHIBIT F

CERTIFICATE OF COMPLETION

Project: **LONE BUTTE EFFLUENT PIPELINE REPAIR**
Project No.: **WW2103.402**

(TO BE COMPLETED BY CONTRACTOR)

I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER PROJECT NO. **WW2103.402** HAVE BEEN DELIVERED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND BID SPECIFICATIONS AND ALL ACTIVITIES REQUIRED BY THE CONTRACTOR UNDER THE CONTRACT HAVE BEEN COMPLETED AS OF _____.

(Date)

FIRM NAME: _____

PRINCIPAL: _____

(Name)

(Signature)

(Title) DATE: _____

CERTIFIED BY ENGINEER/CONSULTANT (IF APPLICABLE):

(Signature) DATE: _____

(Firm Name)

PROJECT ACCEPTED BY USER DEPARTMENT

(Signature) DATE: _____

(Dept. /Div.)

Date of Final Walk-Through

Date As-Built Received

City As-Built Number