



## **CITY OF CHANDLER JOB ORDER PROJECT AGREEMENT**

Project Name: **HUNT HIGHWAY WATER PRODUCTION FACILITY GROUND  
SUBSIDENCE MITIGATION**

Project No. **WA2107.401**

This JOB ORDER PROJECT AGREEMENT ("Job Order") is made this \_\_\_\_\_ day of \_\_\_\_\_ 2022 ("Effective Date"), by and between the City of Chandler, an Arizona municipal corporation, ("City") and **Felix Construction Company**, an Arizona corporation, ("JOC Contractor") and is entered into pursuant to Job Order Master Agreement No. JOC1913.401 ("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 January 17, 2020, 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 provide construction services for Hunt Highway Water Production Facility Ground Subsidence Mitigation 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 **HUNT HIGHWAY WATER PRODUCTION FACILITY GROUND SUBSIDENCE MITIGATION**, Project Number **WA2107.401**. The scope of work consists of providing construction services for Hunt Highway Water Production Facility Ground Subsidence Mitigation, 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.

Project Name: HUNT HIGHWAY WATER PRODUCTION FACILITY GROUND SUBSIDENCE MITIGATION

Project No.: WA2107.401

Rev. 4/19/2022

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 **\$466,622** 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 **120** calendar days from the Notice to Proceed (NTP) Date.

## **ARTICLE 4. PARTICIPANTS**

|                 |                                                    |                               |
|-----------------|----------------------------------------------------|-------------------------------|
| CITY:           | Construction Project Manager: Russ Slotnick        |                               |
|                 | Phone:                                             | 480-782-3411                  |
|                 | Email:                                             | Russ.slotnick@chandleraz.gov  |
|                 |                                                    |                               |
| JOC CONTRACTOR: | Felix Construction Company                         |                               |
|                 | 2530 S. 52 <sup>nd</sup> Ave.<br>Phoenix, AZ 85043 |                               |
|                 | JOC Contractor Representative: Archie Lopez        |                               |
|                 | Phone:                                             | 602-469-5208                  |
|                 | Email:                                             | archiel@felixconstruction.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"**

Felix Construction Company:

\_\_\_\_\_  
MAYOR Date

Recommended By:

*Kimberly Moon*

\_\_\_\_\_  
Kimberly Moon, P.E.  
Acting CIP City Engineer

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

By: *MM*

ATTEST:

\_\_\_\_\_  
City Clerk

SEAL

*Archie Lopez* 6/06/2022  
\_\_\_\_\_  
Signature Date

Archie Lopez

Print Name

\_\_\_\_\_  
President

Title

ATTEST: If Corporation

Kevin Felix *KF*

\_\_\_\_\_  
Secretary

ADDRESS FOR NOTICE

\_\_\_\_\_  
Felix Construction Company

\_\_\_\_\_  
2530 S. 52<sup>nd</sup> Ave.

\_\_\_\_\_  
Phoenix, AZ 85043

**EXHIBIT A**  
**SCOPE OF WORK**



## City of Chandler Job Order Cost Proposal

City Project No. WA2107.451

### Exhibit A

#### Proposal Scope, Assumptions, Inclusions and Exclusions



**Project:** Hunt Highway WPF - Ground Subsidence Mitigation

**Date:** 05/13/22

**Revision:**

# **Scope:**

- 1 Felix will install 26 EA Helical Piers (2 at each pipe support location).
- 2 Felix is carrying allowance money to inspect all valves (above and below ground). Any repairs or replacement of valves will come out of allowance.
- 3 Any gaskets, ARV's, flex couplings, spools and valve boxes that will need to be replaced will come out of allowance money.
- 4 Felix will have a TOPO survey done at the start of the project to establish a grading and paving plan
- 5 Felix will pull back site rock and place back after the grading is complete. No additional rock is included.
- 6 Felix will replace existing catch basin and set to proper grade.

# **Assumptions:**

- 1 Felix will not replace any of the existing instrumentation devices.
- 2 Felix will LOTO the existing pumps.
- 3 Felix will match as close as possible the existing pipe support pads and types.
- 4 Since the reservoir will be out of service during construction construction personnel will park on circular driveway as necessary.
- 5 City to give Felix a complete shutdown of the discharge assembly.
- 6 Felix will not instal a temp generator for the SCADA system.
- 7 Felix will not require SRP to pull service conductors.
- Felix will not disconnect the power to the booster pumps. Only the instrumentation.

# **Inclusions:**

- 1 Exterior pipe and pump motors painting to consist of: **Low pressure power wash, Hand tool prep, one prime coat of epoxy Tnemec N69, one coat of Polyurethane Series 73.**
- 2 New pipe supports.
- 3 Felix's Helical pier sub will design the helical piers with engineering input from Arcadis.
- 4 We will disconnect the chlorine lines and reconnect once the header is re-installed. We will not pressure test the small diameter lines.
- 5 We will disconnect the electrical from the valves, FM, instrumentation. We will reconnect when the piping is re-installed.

# **Exclusions**

- 1 Cost of permits is by the City. Felix will pull permits.
- 2 We have no outside landscape and irrigation work. None is anticipated
- 3 Programming
- 4 Arc Flash Analysis, Ground study
- 5 Pump Can Milling
- 6 Booster Pump maintenance and/or replacement parts
- 7 Inspection of pump cans.
- 8 Pump can remediation
- 9 Felix will not drain the existing reservoir nor disinfect when ready to put back into service.
- 10 All bac-t testing will be by the city.
- 11 Start-up of booster pumps once piping is reinstalled.
- 12 Disinfection of piping once put back together.
- 13 Asphalt Paving of site.
- 14 Felix will not re-start the pumps. The city will need to re-configure the pump starters if required.
- 15 Due to the uncertainties in the marketplace, Felix can only hold their pricing based on the dated proposal/sub quotes. Felix will not incur the cost escalation for the project.

**EXHIBIT B  
FEE SCHEDULE**



# City of Chandler Job Order Cost Proposal



CONTRACTOR NAME:

Felix Construction Company

Contract Type: JOC

City Project No.: WA2107.451

Job Order No.:

Contractor's Job No.: 1938.04

City Project Mgr.: Russ Slotnick

Prepared by: Archie Lopez

Fee Type: GMP

Date: 5/13/2022

Location: Hunt Highway BPS Ground Sub. Mitigation

Revision:

Job Title: Hunt Highway Water Production Facility - Ground Subsidence Mitigation

**Description of Work to be Performed** (supporting information attached):

This proposal is to as-built the existing discharge header then completely dis-assemble it and store it on site. 26 EA helical piers will then be drilled (2 per pipe support). New pipe support pads will be built at that time over the helical piers. the discharge header will be re-installed and painted. New piping and valves (selected locations) will be provided. No interruption of power will occur therefore a standby generator will not be required.

## SECTION A: LABOR (inclusive of burden)

| Position                      | Unit  | Quantity |
|-------------------------------|-------|----------|
| Preconstruction Labor         | Hours | 55.0     |
| Project Manager               | Hours | 425.0    |
| Safety Manager                | Hours | 40.0     |
| Project Superintendent        | Hours | 80.0     |
| Foreman                       | Hours | 360.0    |
| Craftsman/Operator            | Hours | 616.0    |
| Apprentice / Laborer          | Hours | 520.0    |
| Elect Project Manager         | Hours |          |
| Elect Technician - Lead       | Hours |          |
| Elect Technician - Journeyman | Hours |          |
| Elect Technician - Apprentice | Hours |          |

| Labor Cost              |              | Position      |
|-------------------------|--------------|---------------|
| Each                    | Total        | Total         |
| \$ 90.00                | \$ 4,950.00  | \$ 4,950.00   |
| \$ 90.00                | \$ 38,250.00 | \$ 38,250.00  |
| \$ 65.00                | \$ 2,600.00  | \$ 2,600.00   |
| \$ 80.00                | \$ 6,400.00  | \$ 6,400.00   |
| \$ 60.00                | \$ 21,600.00 | \$ 21,600.00  |
| \$ 50.00                | \$ 30,800.00 | \$ 30,800.00  |
| \$ 40.00                | \$ 20,800.00 | \$ 20,800.00  |
| \$ 90.00                | \$ -         | \$ -          |
| \$ 60.00                | \$ -         | \$ -          |
| \$ 50.00                | \$ -         | \$ -          |
| \$ 40.00                | \$ -         | \$ -          |
| Subtotal Labor Cost (A) |              | \$ 125,400.00 |

## SECTION B: EQUIPMENT

| Item                      | Unit  | Quantity |
|---------------------------|-------|----------|
| Backhoe                   | Hours | 92.0     |
| Saw Cutting               | Hours |          |
| Bobcat Loader             | Hours | 40.0     |
| Boom Truck                | Hours | 16.0     |
| Water Truck               | Hours |          |
| Water Wagon               | Hours | 140.0    |
| Grading Tractor           | Hours | 40.0     |
| Compactor                 | Hours | 68.0     |
| Dump Truck                | Hours | 56.0     |
| Sweeper                   | Hours | 20.0     |
| Excavator                 | Hours |          |
| Crane                     | Hours |          |
| Pickup Truck - Light Duty | Hours | 600.0    |
| Pickup Truck - 1 Ton      | Hours | 360.0    |
| Tamper                    | Hours | 16.0     |
| Mobilization              | LS    | 1.0      |

| Equipment   |              | Item         |
|-------------|--------------|--------------|
| Each        | Total        | Total        |
| \$ 51.36    | \$ 4,725.12  | \$ 4,725.12  |
| \$ 400.00   | \$ -         | \$ -         |
| \$ 51.36    | \$ 2,054.40  | \$ 2,054.40  |
| \$ 54.44    | \$ 871.04    | \$ 871.04    |
| \$ 61.93    | \$ -         | \$ -         |
| \$ 15.00    | \$ 2,100.00  | \$ 2,100.00  |
| \$ 36.00    | \$ 1,440.00  | \$ 1,440.00  |
| \$ 75.00    | \$ 5,100.00  | \$ 5,100.00  |
| \$ 63.36    | \$ 3,548.16  | \$ 3,548.16  |
| \$ 160.00   | \$ 3,200.00  | \$ 3,200.00  |
| \$ 125.00   | \$ -         | \$ -         |
| \$ 129.94   | \$ -         | \$ -         |
| \$ 16.81    | \$ 10,086.00 | \$ 10,086.00 |
| \$ 25.43    | \$ 9,154.80  | \$ 9,154.80  |
| \$ 9.00     | \$ 144.00    | \$ 144.00    |
| \$ 9,315.00 | \$ 9,315.00  | \$ 9,315.00  |

|                             |              |
|-----------------------------|--------------|
| Subtotal Equipment Cost (B) | \$ 51,738.52 |
|-----------------------------|--------------|

## SECTION C: MATERIALS

| Item                                                      | Unit | Quantity |
|-----------------------------------------------------------|------|----------|
| MAG ABC (Includes track-out rock)                         | Tons | 350.0    |
| Concrete (4,000 PSI)                                      | CY   | 15.0     |
| Rebar                                                     | LBS  | 1,250.0  |
| Forms, misc concrete materials                            | LS   | 1.0      |
| Catch Basin                                               | LS   | 1.0      |
| Pipe Supports                                             | LS   | 1.0      |
| Pipe (only 16" & 24" to get out of excav zone)            | LS   | 1.0      |
| Piping Allowance (includes valves, re-build kits, spools) | EA   | 1.0      |
| Other (Anchors, Misc)                                     | LS   | 1.0      |

| Material                   |              | Item         |
|----------------------------|--------------|--------------|
| Each                       | Total        | Total        |
| \$ 17.00                   | \$ 5,950.00  | \$ 5,950.00  |
| \$ 140.00                  | \$ 2,100.00  | \$ 2,100.00  |
| \$ 0.90                    | \$ 1,125.00  | \$ 1,125.00  |
| \$ 1,000.00                | \$ 1,000.00  | \$ 1,000.00  |
| \$ 4,493.00                | \$ 4,493.00  | \$ 4,493.00  |
| \$ 4,875.00                | \$ 4,875.00  | \$ 4,875.00  |
|                            | \$ -         | \$ -         |
| \$ 40,000.00               | \$ 40,000.00 | \$ 40,000.00 |
| \$ 2,320.00                | \$ 2,320.00  | \$ 2,320.00  |
| Subtotal Material Cost (C) |              | \$ 61,863.00 |

## SECTION D: SUBCONTRACTORS & CONSULTANTS

| Company                                      | Description of Work to be Performed<br>(Supporting quote & information attached) | Item<br>Total |
|----------------------------------------------|----------------------------------------------------------------------------------|---------------|
| Pot-Holing - TBD                             | Multiple locations for mechanical and electrical                                 | \$3,920.00    |
| Excavation - Circle A                        | excavate to approximately 9' per limits on C-1 plus remove 10" of soil AC.       |               |
| Coatings - AO                                | Aboveground piping and motors                                                    | \$14,908.00   |
| Shoring - Hark                               | Beam and Lag shoring system around excavation zone.                              |               |
| Electrical - Felix E/I & C                   | Includes stand-by generator for duration of project to keep RTU live             | \$23,224.00   |
| Surveying & Construction Testing (Allowance) | Site TOPO, grading, construction staking, compaction tests                       | \$20,000.00   |
| Arizona Foundation Solutions                 | Helical Piers - 26 EA                                                            | \$65,769.28   |
| SRP Allowance                                | To remove and replace secondary conductors during construction                   |               |
| Site Paving - L & L Asphalt                  | Asphalt paving over entire site                                                  |               |
| Subtotal Subcontractor & Consultants (D)     |                                                                                  | \$127,821.28  |

Unit Price Breakdown

|                                          |                      |
|------------------------------------------|----------------------|
|                                          | \$ -                 |
| Subtotal General Contractor Costs (A+C): | \$ 187,263.00        |
| Subtotal Subcontractor Costs (D):        | \$ 127,821.28        |
| Subtotal General Contractor Costs (B):   | \$ 51,738.52         |
| <b>Total General Contractor Costs:</b>   | <b>\$ 366,822.80</b> |

|             | \$0-\$49,999 | \$50,000-\$99,999 | \$100,000-\$199,999 | \$200,000-\$499,999 | \$500,000-\$999,999 | \$1,000,000+ |  |
|-------------|--------------|-------------------|---------------------|---------------------|---------------------|--------------|--|
| Coefficient | 1.1355       | 1.1355            | 1.1355              | 1.1155              | 1.1155              | 1.1155       |  |

|                              |        |              |
|------------------------------|--------|--------------|
| Contractor Coefficient       | 11.55% | \$ 42,368.03 |
| Insurance (Liability, Risk)  | 1.50%  | \$ 6,137.86  |
| Bonds (Performance, Payment) | 1.20%  | \$4,983.94   |

**SUBTOTAL :** \$ 420,312.64

Sales Tax 65% of 7.80% \$ 21,309.85

**TOTAL JOB COST:** \$ 441,622.49

Owner Allowance \$25,000.00

**GRAND TOTAL JOB COST:** \$ 466,622.49

Submitted by:

*Archie Lopez*  
Estimator

Friday, May 13, 2022

Date



## Transparent Engineered Solutions

ARIZONA CONTRACTOR LICENSE ROC KB-1 287865 KA325938

Quote: B9000M  
Date: May 9th-2022  
Prepared by: Brent McIver

☐ Residential  
☒ Commercial

Bill #:  
Date:  
Customer PO:

Client: Felix Construcion  
Address: 5230 South 52nd Ave  
Phoenix, AZ 85043  
Job Name: City of Chandler (HHWPF)  
Job Loc: 2022 E Hunt HWY  
City: Chandler, AZ 85249

Contact: Archie Lopez  
Phone:  
Fax:  
Cell: 602-469-5208  
Email: [archiel@felixconstruction.com](mailto:archiel@felixconstruction.com)

| Description                                                                                                                                                                                                                                                                                                      | Pricing             |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| *Estimate is to supply and install an estimated 26 piers at 13 new concrete pipe support footings.                                                                                                                                                                                                               |                     |
| *This estimate is non-engineered and subject to change upon review and seal of a designated Design Engineer. Estimate is preliminary and assembled after review of a soils report generated by Ninyo & Moore, and assume eventual loads are within capacities and safety factor of FSI 288 Series Helical Piers. |                     |
| *Helical Pier installation locations to be located by Felix Construction. Piers will be drilled to a target depth, cut to predetermined finish height, and capped with a pre-construction plate and secured to the top of the pier. The plate will be embedded into the new footing concrete pour back.          | \$57,259.28         |
| IBC and ICC require Design Engineering and Special Inspections and are estimated below.                                                                                                                                                                                                                          |                     |
| *Design Engineering-Estimated                                                                                                                                                                                                                                                                                    | \$ 3,300.00         |
| Special Inspections-Estimated                                                                                                                                                                                                                                                                                    | \$ 4,500.00         |
| *Design Engineer will require all relative structural loads to each of the pipe support footing types that will be used in this project, and a soils report (currently available) to determine actual Pier quantity, projected depth, embed plate configuration and location within the new footing pour.        |                     |
| *Mobilization                                                                                                                                                                                                                                                                                                    | \$710.00            |
| <b>SUB TOTAL</b>                                                                                                                                                                                                                                                                                                 | \$ 65,769.28        |
| <b>TAX</b>                                                                                                                                                                                                                                                                                                       | sub 0.0000% \$ -    |
| <b>TOTAL INVESTMENT</b>                                                                                                                                                                                                                                                                                          | <b>\$ 65,769.28</b> |
| <b>TERMS:</b>                                                                                                                                                                                                                                                                                                    |                     |

This quote is good for 60 days

Customer Goals:



## Terms and Conditions

All bills shall be paid by the terms specified above. All late payments shall accrue interest at 1.5% per month.

All collection costs and attorneys fees shall be paid by purchaser.

Job is bid to be completed in one job mobilization additional mobilizations will be charged to recover additional cost.

All irrigation modifications and repairs by others.

Acceptance of this quote confirms that it will become an addendum to your contract including the pricing and all terms within.

Additonal costs to be included as an additional change order

If during installation of piers, AZFS encounters previous repairs such as pressure grouting, mud-jacking or any other type of remedial repairs, AZFS reserves the right to attach an addendum to resolve the issue, which could be an additional cost to the property owner.

Price assumes that there is a marshaling area for us to keep our equipment during construction

As a common business practice, we may pre lien this project in accordance with state laws.

If you wish to accept this proposal and proceed with scheduling & work, please sign, date and return. Thank You.

The property owner has the right to file a written complaint with the Arizona Registrar of Contractors for an alleged violation of section 32-1154, subsection A. Any complaints must be made within the applicable time period as set forth in section 32-1155, subsection A. The ROC can be contacted at (602) 542-1525 or online at [www.azroc.gov](http://www.azroc.gov)

NAME : \_\_\_\_\_ DATE : \_\_\_\_\_

3841 E Superior Ave., Phoenix, Arizona 85040 Phone: (602) 470-1311 Fax: (602) 470-1324



November 23, 2021

Felix Construction  
Archie Lopez  
1326 W. Industrial Drive  
Coolidge, AZ 85128

**RE: City of Chandler- Hunt Highway WPF**

Archie,

Below please find price to prepare and coat above grade piping and motors. Proposed Coating System outlined below.

**Proposed Coating System**

- SSPC WJ4 Low Pressure Washer
- SSPC SP 2 Hand Tool Prep
- Prime Coat- One (1) Coat of Tnemec Series N69 Epoxy @ 4-6 Mils
- Finish Coat- One (1) Coat of Tnemec Series 73 Polyurethane @ 2-3 Mils

**Labor, Material and Equipment \$14,908.00**

If you have any questions, please feel free to contact me.

Best Regards,

*Alex "Bruiser" Ortega*

Alex "Bruiser" Ortega  
General Manager



3237 E. President St. ▪ Tucson, AZ 85714 ▪ 520-573-0051 ▪ Fax 520-294-8353  
ROC-095603 L-34 ▪ ROC-129492 L-05 ▪ Website: [www.aopaintinginc.com](http://www.aopaintinginc.com)



EXHIBIT C

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)

Bond No. 107596854

**KNOW ALL MEN BY THESE PRESENTS THAT:** Felix Construction Company  
(hereinafter "Principal"), and Travelers Casualty and Surety Company of America (hereinafter "Surety"), a corporation organized and existing under the laws of the State of Connecticut with its principal office in the City of Hartford, 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 (hereinafter "Obligee") in the amount of Four Hundred Sixty-Six Thousand Six Hundred Twenty-Two & 00/100- (Dollars) (\$ 466,622.00), for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the 1st day of September, 2022 for construction of **HUNT HIGHWAY WATER PRODUCTION FACILITY GROUND SUBSIDENCE MITIGATION, WA2107.401** 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 1st day of September, 20 22.

CBI Bonding, Inc.  
AGENT OF RECORD

535 E. McKellips Road, #129  
Mesa, AZ 85203  
AGENT ADDRESS

Felix Construction Company  
PRINCIPAL SEAL

By Archie Lopez

Travelers Casualty and Surety Company  
of America  
SURETY SEAL

By Stephanie L. Bucholz,  
Attorney-in-Fact

EXHIBIT D

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)

Bond No. 107596854

KNOW ALL MEN BY THESE PRESENTS THAT: Felix Construction Company

Travelers Casualty and Surety Company  
(hereinafter "Principal"), as Principal, and of America (hereinafter "Surety"), a corporation organized and existing under the laws of the State of Connecticut with its principal office in the City of Hartford, 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 (hereinafter "Obligee") in the amount of Four Hundred Sixty-Six Thousand Six Hundred Twenty-Two & 00/100 (Dollars) (\$466,622.00), 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 1st day of September, 2022 for construction of **HUNT HIGHWAY WATER PRODUCTION FACILITY GROUND SUBSIDENCE MITIGATION, WA2107.401** 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 1st day of September, 2022.

CBI Bonding, Inc.  
AGENT OF RECORD

535 E. McKellips Road, #129  
Mesa, AZ 85203  
AGENT ADDRESS

Felix Construction Company  
PRINCIPAL SEAL

By Archie Lopez

Travelers Casualty and Surety Company  
of America  
SURETY SEAL

By Stephanie L. Bucholz  
Attorney-in-Fact



**SURETY BOND SEAL ADDENDUM  
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**

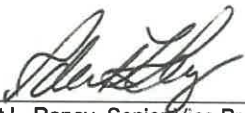
Due to logistical issues associated with the use of traditional seals during the COVID-19 pandemic, Travelers Casualty and Surety Company of America ("Travelers") has authorized its Attorneys-in-Fact to affix Travelers' corporate seal to any bond executed on behalf of Travelers by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of Travelers by its Attorney-in-Fact, Travelers hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 16<sup>th</sup> day of March, 2020.

**Travelers Casualty and Surety Company of America**



By:   
Robert L. Raney, Senior Vice President



**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

#### POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **STEPHANIE L BUCHOLZ** of **MESA, Arizona**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By:   
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



  
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **1st** day of **September**, 2022.



  
 Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

# STATE OF ARIZONA

## DEPARTMENT OF INSURANCE AND FINANCIAL INSTITUTIONS

**This is to certify, that this instrument is a true, full and correct copy of the original electronically filed with the National Association of Insurance Commissioners and consists of 1 pages(s)**

**Hereunto set my hand and the official seal of this Department for the Director of Insurance and Financial Institutions this 07 December 2020.**



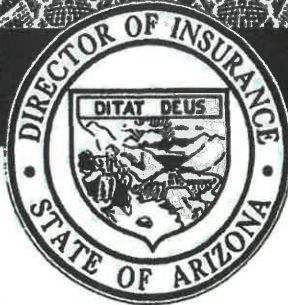
**Authorized Representative**



**Certificate No.:**

**301807**

STATE OF



ARIZONA

DEPARTMENT OF INSURANCE  
CERTIFICATE OF AUTHORITY

I, JOHN A. GREENE, Director of Insurance of the State of Arizona, do hereby certify that

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
Domiciled in Connecticut  
NAIC NO. 31194

is hereby authorized, subject to the provisions thereof and the Charter Powers of said Company, to transact the business of:

CASUALTY WITH WORKERS' COMPENSATION  
DISABILITY  
MARINE AND TRANSPORTATION  
PROPERTY  
SURETY  
VEHICLE

insurance within the State of Arizona until terminated at the request of the insurer or suspended or revoked by the Director of Insurance.

Arizona Revised Statute § 20-217 (C) states:

*A Certificate of Authority remains the property of the State of Arizona. Upon termination at the request of the insurer or revocation by the Director of Insurance, the insurer shall immediately deliver the Certificate of Authority to 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 Certifi ~~is~~ July 1, 1997.



*John A. Greene*  
John A. Greene  
Director of Insurance

E146 (01/97)

301807 000843

EXHIBIT E

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

\_\_\_\_\_, Arizona

Date \_\_\_\_\_

Project Name: **HUNT HIGHWAY WATER PRODUCTION FACILITY GROUND SUBSIDENCE MITIGATION**

Project No.: **WA2107.401**

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: **HUNT HIGHWAY WATER PRODUCTION FACILITY GROUND SUBSIDENCE MITIGATION**  
Project No.: **WA2107.401**

(TO BE COMPLETED BY CONTRACTOR)

I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER PROJECT NO. **WA2107.401** 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)

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#### PROJECT ACCEPTED BY USER DEPARTMENT

\_\_\_\_\_  
(Signature) DATE: \_\_\_\_\_

\_\_\_\_\_  
(Dept. /Div.)

\_\_\_\_\_ Date of Final Walk-Through

\_\_\_\_\_ Date As-Built Received

\_\_\_\_\_ City As-Built Number