



City of El Mirage
10355 N. 121st Avenue,
El Mirage, AZ 85335
Attn: Mr. Scott Ketchmark

Re: Blower Replacement and Blower Building Upgrades – JOC Package
Garney GMP Proposal

Dear Mr. Ford

Garney Companies, Inc. has prepared the below revised proposal as requested per the Job Order. A summary of this work is as follows:

1. Install two (2) each new hybrid rotary screw blowers' model D98S 100HP with VFD's. Removal of the existing 2 blowers (Garney will remove the existing blowers carefully, knowing the owner's intent is to salvage the existing equipment). reconfiguring existing 12' carbon steel air piping, demo existing and install conduits and power for new blowers back to MCC, and install control wire back to PLC. Two (2) VFD to ship loose to be install on rack, Start up support for blowers.
 - a. Blower manufacture will be onsite for all startup services
 - b. Garney has assumed the existing air piping is in suitable working conditions
 - c. Garney has assumed keeping one blower offline during construction
 - d. Garney has excluded all permits except for dust control and SWPPP as required.
 - e. Garney assumed all existing shelving and misc. equipment that is stored in blower area will be removed by the City prior to start of all work.
2. Building upgrades include the following: painting interior room including, epoxy coat floor, and repair ceiling insulation.
 - a. Interior painting includes all walls. Excludes all pipe and conduit on walls.
 - b. Removal of existing insulation and Paper and install new R19 Fiberglass insulation and new scrim paper.
3. Notice to proceed will be negotiate with the City of City of El Mirage
4. Specifically excluded from the proposal are: ADOT, SRP and Building Permits (Garney will pull permits if needed, payment will be pulled from Contingencies Allowance if needed), Engineering, Remediation of contamination, and hazardous material handling or disposal, and supply of Engineer's Trailer/Equipment, Surveyor.

Garney Companies, Inc. has developed a GMP proposal to include labor, material, equipment and supervision to complete the above work for the lump Sum \$513,551.86. Any deviations from the above will require a revised quotation.

In order to secure the material prices offered and meet the schedule, this proposal is valid for acceptance until August 27th, 2021. Thank you for your cooperation.

Sincerely,

Stephen Hagy
Project Manager

Attachment: GMP Proposal



Contractor Name Garney Construction

Contract Type:	Water Wastewater JOC - PW19-JOCO
Job Order#:	
City Project Manage	Adam Ford
Fee Type:	JOC
Location:	10355 N. 121 Ave. El Mirage, AZ 85335
Job Title:	WAS Pipe Repair and SBR Supports

City Project#:	
Contractor's Job #:	
Prepared by:	
Fee Type:	
Location:	
Job Title:	

Description of work to be performed:	See Attached
--------------------------------------	--------------

SECTION 1: LABOR (Includes Burden)

Position	Unit	Quantity
PROJECT ENGINEER	Hours	40
SUPERINTENDENT	Hours	40
FOREMAN ASSISTANT SUPERINTENDENT	Hours	120
LABORER: PIPELAYER	Hours	200
LABORER: COMMON	Hours	10

Labor Cost		Position	
Each		Total	
\$ 58.28		\$	2,331.20
\$ 83.25		\$	3,330.00
\$ 58.28		\$	6,993.60
\$ 49.45		\$	9,890.58
\$ 38.12		\$	381.19
Total Labor Cost		\$	22,926.57

Item	Unit	Quantity
TRUCK: ON-HIGHWAY LIGHT DUTY 4X2 GAS	Hours	160
Misc. Rental Equipment	Hours	1

Equipment Cost		Item	
Each		Total	
\$ 12.89		\$	2,062.40
\$ 3,500.00		\$	3,500.00
Total Equipment Cost		\$	5,562.40

SECTION 3: MATERIALS

Item	Unit	Quantity
Misc. Piping Materials	LS	1
Aerzen Delta Hybrid Blower Package	Each	2
Misc. Equipment Setting materials	LS	1

Material		Item	
Each		Total	
\$ 18,552.03		\$	18,552.03
\$ 138,850.00		\$	277,700.00
\$ 1,500.00		\$	1,500.00
Total Equipment Cost		\$	297,752.03

Section 4: Subcontractors and Consultants

Company	Description of Work to be Preform (supporting quote & info attached)	Total
	Install/Repair Pipe Insulation 12" Carbon Steel Pipe.	\$ 6,000.00
	Fire Protection to Disconnect System and Reinstall System	\$ 6,569.87
	Carbon Steel Pipe welding	\$ 2,500.00
	Alliance Service and Control Specialists Electrical and Control Work	\$ 33,900.00
	Interior wall and Floor Coating	\$ 11,531.00
	INC and Control Systems Programing	\$ 12,310.00
	Building Insulation	\$ 19,747.00
Total Subcontractor Cost		\$ 92,557.87

OVERHEAD: (% to be taken from JOC Pricing Matrix Form)

PROFIT: (% to be taken from JOC Pricing Matrix Form)

Subtotal General Contractor Costs (1+2+3):	\$ 326,241.00
O&P	\$ 45,673.74
Total General Contractor Costs including O&P:	\$ 371,914.74

Subtotal Subcontractor Costs (4):	\$ 92,557.87
Subcontractor Profits (5% of 4):	\$ 4,627.89
Total Subcontractors Costs including Profit:	\$ 97,185.76

TOTAL GC Cost and Subcontractor: With O&P	\$ 469,100.51
---	---------------

Insurance Costs @ 1.00%	1%	\$ 4,691.01
Bond Costs @ 1.50% to 1.00	1.36%	\$ 6,379.77
Sales Tax (_% of _%):	6.05%	\$ 28,380.58
Tax Exemption Credit:		

Subtotal Job Cost:	\$ 508,551.86
--------------------	---------------

Contingencies Allowance	\$ 5,000.00
-------------------------	-------------

TOTAL JOB COST:	\$ 513,551.86
-----------------	---------------

Submitted by:



Date 7-28-2021



FERGUSON WATERWORKS (3083)
 111 EAST BUCKEYE ROAD SUITE 5
 PHOENIX, AZ 85004-2725

Phone: 602-495-8420
 Fax: 602-262-4276

Deliver To: EXP 2020 EM TAX EM From: Allyson Baptista Comments:

09:58:07 JUL 08 2021

Page 1 of 2

FERGUSON WATERWORKS #3083

Price Quotation
 Phone: 602-495-8420
 Fax: 602-262-4276

Bid No: B355692
Bid Date: 07/07/21
Quoted By: ADB

Cust Phone: 602-470-0001
Terms: 2% 10TH NET 25TH

Customer: GARNEY COMPANIES INC
 ATTN ACCOUNTING MELIA PENC
 1333 NW VIVION ROAD
 KANSAS CITY, MO 64118

Ship To: GARNEY COMPANIES INC
 ATTN ACCOUNTING MELIA PENC
 1333 NW VIVION ROAD
 KANSAS CITY, MO 64118

Cust PO#:

Job Name: EL MIRAGE BLOWERS

Item	Description	Quantity	Net Price	UM	Total
SP-FFCSPCE12G6	12X1'6 FLGXFLG PC EPOXY CS SPL	2	4125.000	EA	8250.00
VC120341PS0	12 FLG ADPT 341 W/S GSKT T37-77 341	2	577.505	EA	1155.01
FNWNBSS6112	12 316 SS 150# FLG NUT/BLT SET	2	135.022	EA	270.04
ATSGA12	12 FF 1/8 TORUSEAL NSF61 FLG GSKT	2	21.370	EA	42.74
SP-FFCSPCE126	12X0'6 FLGXFLG PC EPOXY CS SPL	2	1875.000	EA	3750.00

TOTAL					13467.79

ADDED BFV W/GASKETS					

SP-BAW12NBRN150B	12" FLG 150B CI BFV G SERIES W/HDWL LEAD TIME TBD AT TIME OF ORDER	2	2229.335	EA	4458.67
ATSGA12	12 FF 1/8 TORUSEAL NSF61 FLG GSKT	4	21.370	EA	85.48
FNWNBSS6112	12 316 SS 150# FLG NUT/BLT SET	4	135.022	EA	540.09
Net Total:					\$18552.03
Tax:					\$0.00
Freight:					\$0.00
Total:					\$18552.03



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
 complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=3083&on=1867>

FERGUSON WATERWORKS #3083
Price Quotation

Fax: 602-262-4276

09:58:07 JUL 08 2021

Reference No: B355692

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=3083&on=1867>

AERZEN USA CORPORATION

108 Independence Way
 Coatesville, PA 19320
 Tel. (610) 380-0244 ♦ Fax. (610) 380-0278

**AERZEN**

Confidential & Proprietary - this document shall not be distributed to anyone other than the intended recipients.

AERZEN Reference Number: E16-176531

16-Jun-21

Re: El Mirage, AZ K-Turbo Replacement Part 2

Page 1 of 2

To: Stephen Hagy Firm - Garney Construction phone - 303-482-7437
AERZEN Representative Info: Name - Lisa Snyders, PE of Coombs-Hopkins e-mail - lisa@chcwater.com phone - (602) 275-4303

AERZEN Proposal Prepared By: Name - Tom McCurdy email - tom.mccurdy@aerzen.com phone - (610) 656-1683
AERZEN Regional Manager: Name - Tom McCurdy e-mail - tom.mccurdy@aerzen.com phone - (610) 656-1683

Thank you for the opportunity to bid this project for (2) Hybrid Rotary Screw Blower Packages.

This scope of supply does NOT include the following items: External Controls, Isolation Valves, Anchor Bolts and Installation Hardware. VFD is included, factory mounted.

Instrumentation as shown below, is part of this scope of supply.

Replacement Blower - Hybrid	Model: D 98S		
Performance Data:		Design	Min
Intake volume, handled at intake condition	icfm	2,294	903
Volume handled at normal condition	scfm	2,000	787
Relative humidity	Φ	50%	50%
Intake pressure (abs.)	psia	14.12	14.12
Discharge pressure	psig	8.50	8.50
Intake temperature	°F	104	104
Discharge temperature	°F	214	228
Main rotor speed	rpm	4,614	2,200
% of maximum	%	69%	33%
Motor Speed	rpm	3,545	1,690
Power consumption at coupling	bHp	90.7	40.6
Motor Rating	HP	100	
Blower max rotor speed	rpm	6,660	
Tolerance on flow & power	± 5 %		
Sound pressure level w/ enclosure	dB(A)	73	

*Measured in free field at 3ft. distance from the outline of the unit

*does not include system piping noise (tol. ± 2 dB(A)).

Weights & Dimensions:

Discharge connection	EPDM ANSI	10"
Blower pkg weight	lbs.	5,958
Envelope dim.*	L x W x H in.	87 x 75 x 93
460 VAC Cooling Fan	kW	0.38
AERtronic	kW	0.2

* non binding dimensions includes, inlet filter silencer, relief valve, check valve, and flex connector

AERZEN USA CORPORATION

108 Independence Way
Coatesville, PA 19320
Tel. (610) 380-0244 ♦ Fax. (610) 380-0278



AERZEN

Confidential & Proprietary - this document shall not be distributed to anyone other than the intended recipients.

AERZEN Reference Number: E16-176531

16-Jun-21

Re: El Mirage, AZ K-Turbo Replacement Part 2

Page 2 of 2

Replacement Blower - Hybrid

D 98S

Aerzen Delta Hybrid Blower Package consists of the following components, assembled in our factory.

- Aerzen Rotary Lobe Compressor D Series
- base frame with integrated reactive type, discharge silencer
- hinged motor support as automatic belt tensioning device
- set of vibration isolating mounts
- intake filter-silencer
- narrow V-belt drive with guard
- spring loaded pressure relief valve
- discharge manifold with externally accessible integrated check valve
- flexible connector with clamps for schedule 40 pipe, discharge
- Integral forced lubrication system, with integral oil pump and oil filter

Scope of Supply

- 2 compact blower package as listed above
- 2 motor 100 HP, 2-pole, NEMA, TEFC, 460 V / 60 Hz, prm-eff, 405TS, T-Stat, AEGIS ring
- 2 sound enclosure with integral 460 V cooling fan and factory supplied fan motor starter
- 2 set of sensors (P1, P2, T2 & Oil Temp) w/AERtronic Control (460 VAC, 5 Amp), E-Stop , UL508A
- 2 100 HP Allen Bradley Powerflex 753 VFD Panel, NEMA 12 enclosure, UL 508A labeling
- VFD shipped loose, to be installed by contractor

Factory Services

- 2 Simplified ISO-1217, Annex B test report(s)
- 1 submittal data, hard copy
- 1 O&M manual, hard copy
- 2 factory set PRV to 10.9 psig

Onsite Manufacturer Services

- 2 trip(s), 4 day(s) total installation inspection, startup, & training
- additional mfg services beyond what is listed herein and/or resulting from delays will be invoiced separately

Spare Parts

- 2 air filter, 2 belt set, 2 oil filter -Hybrid,

Freight & Packaging

- 2 freight to jobsite
- 2 domestic packaging

TOTAL for 2 unit(s) c/o: Lisa Snyders, PE of Coombs-Hopkins

Confidential & Proprietary - this document shall not be distributed to anyone other than the intended recipients.

Pricing: DAP Jobsite

Terms: This offer is subject to Aerzen Standard Terms and Conditions (A2-001-USA January 2009)

Submittals: 4 weeks after receipt of Purchase Order

Delivery: presently approx. 4 months upon technical release by customer

Payment: 20% upon receipt of approved submittal, 75% upon shipment Net 30 and 5% retention not to exceed 180 days from shipment.

Warranty: 24 months after start up or 30 months after delivery, which ever comes first on Aerzen package*

*Maintenance must be performed per the Instruction Manual using Aerzen spare parts.

*Equipment not manufactured by Aerzen will carry the manufacturer's standard warranty.

Stephen Hagy

From: Lisa Snyders <lisa@chcwater.com>
Sent: Wednesday, June 16, 2021 6:55 PM
To: Stephen Hagy
Subject: RE: [EXTERNAL] RE: Blower Pricing Seconded Phase
Attachments: E16-176531 El Mirage AZ D98S Hybrid Scope 06-16-2021.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Stephen,

Updated scope is attached which shows contractor installation of the VFDs. The 2021 price is \$277,700.

Let me know if you need anything else.

Lisa Snyders, P.E. | Coombs-Hopkins Company
8950 S. 52nd Street, Suite 103 | Tempe, AZ 85284
lisa@chcwater.com | Cell: 602.339.8070



This electronic message is intended only for the use of the individual or entity to which it is addressed. It may contain information that is privileged, confidential, and exempt from disclosure under applicable laws. If the reader of this message is not the intended recipient, employee, or agent responsible for delivering this transmittal to the intended recipient, you are hereby notified that any disclosure, dissemination, distribution, or copying of this electronic document of the taking of any action in reliance of this information, is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or by replying to the above email address. Thank you.

From: Stephen Hagy <shagy@garney.com>
Sent: Tuesday, June 15, 2021 8:12 AM
To: Lisa Snyders <lisa@chcwater.com>
Subject: RE: [EXTERNAL] RE: Blower Pricing Seconded Phase

Thanks, the only change would be the VFD ship loose and installed by others

Stephen Hagy

Employee-Owner Since 2008

GARNEY CONSTRUCTION *Advancing Water*

PH: 602-470-0001 Cell: 303.482.7437 FAX: 303.791.1801

ADDRESS: 4435 E Holmes Ave, Suite 102, Mesa, AZ 85206 GARNEY.COM

From: Lisa Snyders <lisa@chcwater.com>
Sent: Friday, June 11, 2021 9:56 AM
To: Stephen Hagy <shagy@garney.com>
Subject: [EXTERNAL] RE: Blower Pricing Seconded Phase

External Message - Please be cautious when opening links or attachments in email

Stephen,

Scope is attached for your review. This includes mounted VFDs for both machines and 2 trips of 2 days each for startup of each individual Hybrid. Let me know if this is adequate or if anything needs to be updated. If all is good, I'll get the pricing updated.

Thanks,

Lisa Snyders, P.E. | Coombs-Hopkins Company
8950 S. 52nd Street, Suite 103 | Tempe, AZ 85284
lisa@chcwater.com | Cell: 602.339.8070



This electronic message is intended only for the use of the individual or entity to which it is addressed. It may contain information that is privileged, confidential, and exempt from disclosure under applicable laws. If the reader of this message is not the intended recipient, employee, or agent responsible for delivering this transmittal to the intended recipient, you are hereby notified that any disclosure, dissemination, distribution, or copying of this electronic document of the taking of any action in reliance of this information, is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or by replying to the above email address. Thank you.

From: Stephen Hagy <shagy@garney.com>
Sent: Thursday, June 10, 2021 12:30 PM
To: Lisa Snyders <lisa@chcwater.com>
Subject: Blower Pricing Seconded Phase

Lisa
Can you make sure I have the updated cost by next week Wednesday please?

Stephen Hagy
Employee-Owner Since 2008

GARNEY CONSTRUCTION *Advancing Water*
PH: 602-470-0001 Cell: 303.482.7437 FAX: 303.791.1801
ADDRESS: 4435 E Holmes Ave, Suite 102, Mesa, AZ 85206 [GARNEY.COM](http://www.Garney.com)

This e-mail message is intended only for named recipients. It contains information that may be confidential, privileged, or otherwise exempt from disclosure under applicable law. If you have received this message in error, are not a named recipient, or are not the employee or agent responsible for delivering this message to a named recipient, be advised that any review, disclosure, use, dissemination, distribution, or reproduction of this message or its contents is strictly prohibited. Please notify us immediately that you have received this message in error, and delete the message. Thank you. Visit us on the web at <http://www.Garney.com>

This e-mail message is intended only for named recipients. It contains information that may be confidential, privileged, or otherwise exempt from disclosure under applicable law. If you have received this message in error, are not a named recipient, or are not the employee or agent responsible for delivering this message to a named recipient, be advised that any review, disclosure, use, dissemination, distribution, or reproduction of this message or its contents is strictly prohibited. Please notify us immediately that you have received this message in error, and delete the message. Thank you. Visit us on the web at <http://www.Garney.com>



July 8, 2021

Garney Construction

Attn: Stephen Hagy

Job: Aerzen Blower Insulation

We propose to repair and replace insulation on 12" blower piping with 2" thick fiberglass 850 rated pipe insulation with a PVC jacket cover in two areas.

Bid: \$6,000.00

Thank you

Sincerely,
Ralph Davis
M&M Contractors, LLC



COPPER STATE
FIRE PROTECTION

proposal

Prepared By:

Copperstate Fire Protection
Jonathan Schilling
Service Estimator
8415 W Sherman ST
Tolleson, AZ, 85353
(623) 936-4081-8516
(623) 936-4136
jschilling@copperstatefire.com

**Garney Contruccion - City of El Mirage - Dry System
Repairs**

10355 N 121st Ave El Mirage, AZ, 85335

**ROC270148
ROC279104
ROC280452**



Submitted: 7/12/2021

Garney Construction
Stephen Hagy
602-470-0001
shagy@garney.com

855.936.4081 • COPPERSTATEFIRE.COM

SUPERIOR SOLUTIONS SINCE 1952

SCOPE OF WORK

CopperState Fire Protection to provide Labor and Materials to install new Detection and Piping for City of El Mirage - Aerzen Designed Blowers for Waste Water Treatment Plant. Technician to work with Garney Construction and Blower Engineers to determine access point for new detection and Supply Line Piping into unit. Technician to install new 3/4" Schedule 40 Piping and 1/2" Conduit starting from existing Detection and Supply Lines on two new Blowers. Run both lines in Hazard areas of Blowers per design requirements. Run new Detection Line Wire, Bracketing Kit, and Scissor Bracketing for Series Fusible Links. Install new PyroChem Nozzles with proper port configuration with included Caps for Protection. Once Installed verify actuation of Detection Line and Alarm Signals going to FACP. Work does not include any Design, Permitting, or Fire Marshal Acceptance Testing. Penetration points of Detection and Supply Piping to be approved by Aerzen Design Engineers. Once all work has been completed, provided detailed report of repairs. Re-enable system, and put back online

Location : Qty 2 Blower Systems - 2nd Phase of new Turbine Blowers - Blower Room 2.

INVESTMENT

New

\$2,889.87

QTY	Part #	Description	Unit Price	Ext.Price
2	QSA9	EMT/ Conduit Adapter 1/2	\$39.70	\$79.40
4	PC435547	PyroChem Series Detector Detector	\$64.10	\$256.40
2	435546	PyroChem Terminal Detector	\$76.24	\$152.48
6	PC435545	PyroChem Scissor Linkage	\$30.14	\$180.84
6	G360ML	fusible Links - 360 Deg.	\$8.12	\$48.72
2	QSA11	3/4 Compression Adapters	\$66.00	\$132.00

Chargeable Items:

QTY	Description	Ext.Price
1	Conduit and Fittings	\$257.50
5	3/4" Piping Schedule 40	\$390.65
6	Nozzles	\$1,236.72
2	Unions 3/4"	\$28.52
1	Cable - 1/16" - 250ft.	\$109.64

Monitoring Services

\$3,680.00

Labor:

QTY	Description	Ext.Price
32	Labor	\$3,680.00

System Investment

Total Proposal Amount \$6,569.87

ACCEPTANCE OF PROPOSAL

SYSTEM TOTAL

\$6,569.87

Acceptance of proposal - The above prices, specifications, and conditions are satisfactory and are hereby accepted (subject to credit approval.) You are authorized to do the work as specified.

Progress Billing will be applied to this proposal.

Garney Construction

Company

Date

Copperstate Fire Protection

Company

Date

Authorized Signature

Authorized Signature

Stephen Hagy

Printed Name

Title

Jonathan Schilling

Printed Name

Title

602-470-0001

Phone

Fax

(623) 936-4081-8516

Phone

(623) 936-4136

Fax

shagy@garney.com

Email

jschilling@copperstatefire.com

Email

TERMS AND CONDITIONS

1. The information given is warranted to be true and given for the purpose of obtaining credit. The applicant consents to the opening of an account. I / We authorize Fire Protection Service Corporation to review the company credit history and/or personal information as may be required in connection with the credit line hereby applied for or any renewal or extension thereof and to the disclosure of any trade information concerning the undersigned to any credit reporting agency or to any person with whom the undersigned has or proposes to have financial relations.
2. In the event credit privileges are extended, I / We agree that Fire Protection Service Corporation may, in its discretion, increase the credit limit from time to time on this account without notice. I / We agree and understand that I / We are liable for the full amount of all invoices, regardless of whether they exceed the credit limits on this account.
3. In the event credit privileges are extended I/We hereby give authorization to Fire Protection Service Corporation and its subsidiaries to obtain my (our) Credit Report Information/Duns & Bradstreet (credit report) through a credit reporting company chosen by Fire Protection Service Corporation. Credit report information will be retained on file at Fire Protection Service Corporation and that information will not be disclosed to anyone without my prior written consent.
4. In the event credit privileges are extended, I / We agree to pay Fire Protection Service Corporation within seven days of My / Our receipt of payment from the owner, general contractor, sub-contractor, or other party from whom payment is received. This payment term suspends My / Our duty to pay for a reasonable period of time to allow Me / Us to receive payment. This payment term does not create a condition precedent to payment and does not shift the risk of non-payment to Fire Protection Service Corporation.
5. All invoices are due and payable at **8415 W Sherman ST Tolleson, AZ 85353.**
6. I / We agree to pay interest charges on overdue accounts at the rate of 1.5% per month.
7. Merchandise will not be accepted for return unless authorized by Fire Protection Service Corporation by obtaining an "RMA" number from the branch.
8. **PROOF OF PURCHASE IS REQUIRED FOR ALL RETURNS**

ACCEPTANCE OF PROPOSAL

9. Purchaser agrees to pay all costs of collection including state approved fees for all unpaid checks, substitute image documents, and/or credit or debit card transactions that are returned unpaid.
10. Should these terms not be honored on demand, and the matter placed in the hands of an attorney or collection agency, the undersigned shall pay all costs of collection, including reasonable attorney fees.
11. Pricing is valid for 60 days from the date listed in the signature block.
12. Failure to comply with these Terms and Conditions may result in cancellation of credit privileges without notice.
13. **I / WE AGREE THIS ACCOUNT WILL BE LITIGATED IN WEBER COUNTY, UTAH IF NEEDED.**



7/9/2021

GARNEY CONSTRUCTION
4435 E Holmes Ave, Suite 102,
Mesa, AZ 85206

Attn: Mr. Stephen Hagey

Re: El Mirage Blower Upgrade

Alliance Service and Control Specialists is quoting the following work:

- 1.) Demo existing conduits at Blower 1 & 3 for existing blowers demo and to accommodate new blowers.
- 2.) Supply and install conduit, conduit fittings, j-boxes as needed between existing conduit and new blowers.
- 3.) Supply, install and terminate power wire back to existing MCC buckets as needed.
- 4.) Supply, install and terminate control wire back to existing PLC if needed. Existing control seems to be over Ethernet.
- 5.) Blower 1 & 3 VFDs shipped loose. VFDs and new 100A non-fused disconnects will be mounted on new strut racks next to each blower. VFDs will be wire back to control panel.
- 6.) Startup support for Blowers 1 & 3.

TOTAL: \$33,900.00

Exclusions:

1. All Taxes and Bonds
2. All Fees and Permits
3. Programming

This quote is good for 30 days

If you have any questions, please call me at (602) 431-8434 ext. 106, Mobile: (602)-920-7079.

Thank you for your consideration.

Sincerely,

Tony Fischer
Tony Fischer PE,
Project Manager



REVOLUTION INDUSTRIAL COATINGS

www.revolutionindustrial.com

5858 W. Riggs Rd. • Chandler, AZ 85226
P.O. Box 51420 • Phoenix, AZ 85076

P: (480) 993-6699 • F: (480) 718-7656

Proposal #20380.1

7/13/21

Revolution Industrial is pleased to present our proposal for:

Client: Garney

Project: City of El Mirage Blower Building #2 Floor and Wall Coating

This scope of work includes:

- All labor, material, and equipment to prep and coat the floor and walls on site.

Our price for this scope of work is as follows:

1. Floor Price of - \$ 6,418.00
2. Wall Price of - \$ 5,113.00
3. Taxes Excluded (Taxes to be included if tax exemption not provided)

Clarifications:

- All work to be performed according to OSHA/MSHA and site-specific safety regulations.
- Quote valid for 30 days from date on proposal.

Exclusions:

- Any other item not specifically listed above
- Bonds and Permits
- Third Party Testing and Inspection
- Professional Engineering services and/or stamps
- Electrical/ Utilities
- Blue stake/utility locating
- Delays in work caused by other trades
- Liquidated damage clauses
- Prevailing Wages

Sincerely,

Tyrel Brunson – Project Manager

C: 928.812.2610

tyrel@revolutionindustrial.com

This proposal is the sole property of Revolution Industrial. The contents herein are strictly confidential and are supplied on the understanding that they will be held confidentially and not disclosed to third parties without the prior written consent of Revolution Industrial. (© 2015)

Quote

July 16th, 2021

Stephen Hagy
Garney Construction
 4435 E Holmes Ave, Ste 102
 Mesa, AZ 85206

Quote #: Q210383

Project Scope

Thank you for the opportunity to quote the **Blower Upgrade Phase 2 for the City of El Mirage**. Vertech will supply PLC and SCADA programming and startup assistance for this project. Two blowers are being replaced. With this, there will be two separate startups.

Services supplied by Vertech:

- PLC programming
 - Modify existing PLC code to remove the old blowers and add the new blowers to the system
- SCADA programming
 - Vertech will modify the existing SCADA screens to remove the old blowers and add the new blowers
- Startup Assistance
 - Vertech will participate in two separate startups. One 8-hour day is included for each blower startup

Pricing

Blower Upgrade Phase 2 Garney Construction

QTY	ITEM DESCRIPTION	PRICE
1	PLC and SCADA Programming	\$ 9,120.00
1	Startup Assistance	\$ 3,190.00
	Subtotal	\$ 12,310.00
	Labor Only	\$ 0.00
	Total	\$ 12,310.00

Exclusions

The following is **NOT** provided:

- Hardware of any type
- Installation
- Any permits or other governmental fees required for physical installation of any equipment
- Sales, use or TPT tax as may be required by law
- Additional hardware required to accommodate any changes requisitions during the designing or building the system
- Any services or hardware not specified by this proposal document

Notes

- Startup includes two 8-hour days. If additional time is required, it will be billed at Vertech's Standard Rates.

Payment and Availability

- Terms of payment: Net-30 days. FOB Origin
- Pricing is good for 60 days from date of this proposal
- Estimated Lead Time: 4 - 8 Weeks. Please reconfirm lead time at time of order.
 - Lead time subject to change based on Vertech's resource availability at time of order.
- Sales tax will be included at the time of billing if applicable
- This proposal is subject to the terms and conditions detailed on the following pages

Contact Information

Contact **Robert Simpson** with any questions regarding this proposal or to place an order.



Robert Simpson
Business Development Manager
Vertech
Office: 480.756.2300
Mobile: 480.231.9062
bsimpson@verttech.com

Terms & Conditions

1. Definition of Terms: "Vertech" shall be Vertech Industrial Systems, LLC. "Customer" shall be the legal entity issuing the contract or purchase order to Vertech authorizing the Work and taking possession of all tangible goods produced as a result of executing the Work. The "Work" shall be the entirety of the goods and services defined in the attached Proposal. The "Work Product" shall be the software deliverable provided by Vertech as a part of the Work. The "Proposal" includes this document in its entirety.

2. The entire agreement between Vertech and Customer consists of: (a) these Terms and Conditions, (b) the Proposal, (c) the written requirements of Customer (if any) that are attached as Exhibit B and, (d) if applicable, Customer's later purchase orders to the extent consistent with the foregoing documents (collectively the "Contract"). To the extent any later purchase order includes terms that additional, different or inconsistent with these Terms and Conditions or the Proposal, such additional, different or inconsistent terms are expressly rejected by Vertech unless agreed to by both Customer and Vertech in writing. The Contract may only be modified by a written Change Order, executed by both Customer and Vertech.

3. Payment must be made according to the terms defined in this Proposal or otherwise agreed to in writing. Failure to make payment as agreed will result in the assessment of finance charges of 1.5% per month or the highest amount allowable by law, whichever is smaller. Additionally, lack of payment shall be just cause to withhold shipment of any tangible goods or the release of any Work Product, design documents or software. Prior to the release of any deliverable to Customer, Customer's payment account for the affected project shall be current.

4. If, after seven (7) days' notice by Vertech, Customer does not make payment for the Work in conformity with this Contract (or, with or without such notice if Customer has repeatedly failed to make payment in conformity with this Contract), Vertech may suspend the Work until it receives all payments then due, and the Contract Sum shall be increased by the Vertech's reasonable demobilization and remobilization costs.

In the event collection of any amounts due to Vertech is referred to an attorney, Customer shall bear all costs of collection, including, but not limited to, Vertech's reasonable attorney fees. Vertech may require prepayment of any or all amounts due if the financial condition of Customer reasonably justifies it.

5. The Schedule for completing the Work shall be modified from time to time to reflect changes in scope or specifications or to permit revisions, particularly with respect to the software development portion of the Work. The Schedule also shall be extended in the event of delays caused by the Customer or anything else not caused by Vertech's acts or omissions and that are beyond Vertech's reasonable control.

6. To complete Vertech's portion of the Project, Vertech will require Customer to provide sufficient technical assistance to ensure that the specifications for the Work and the requirements of Customer are communicated to Vertech in a timely and cohesive manner consistent with the agreed scope of the Work. Customer will take all steps necessary to secure the availability of such technical personnel at appropriate times to coordinate and communicate with Vertech. Vertech will not be liable for any failure to perform the Work to the extent that the failure is caused by Customer's lack of cooperation. Vertech is entitled to rely on the accuracy and completeness of any data, material, or other information furnished by Customer, without independent investigation or verification.

7. Vertech's process for performing the software development portion of the Work requires Customer's participation in the following stages of the project:

a. *Functional Specifications.* Vertech will prepare definitions, general drawings, specifications, etc. that specifically and completely describe the functional and visual requirements of the custom Work Product (the "Functional Specifications"). The Functional Specifications shall be considered a part of the Proposal. Customer must give its approval to the Functional Specifications prior to Vertech proceeding further with the Work. Any modifications to the Functional

Specifications after such acceptance by Customer shall be cause for a reasonable increase in the Contract amount at Vertech's sole discretion.

b. *Factory Acceptance Test.* Following the substantial completion of (i) the Work Product and (ii) the fabrication, assembly and wiring of the hardware, the Customer shall come to Vertech's facilities for a Factory Acceptance Test ("FAT"), at which time the system shall be demonstrated to have fulfilled the requirements agreed to in the Functional Specifications. Customer representation at the FAT (with qualified technical personnel) is mandatory. In the event Customer fails or refuses to participate in the FAT, such failure or refusal shall constitute acceptance of the Work "as is."

c. *Site Acceptance Test.* Following the FAT, the parties shall arrange to have the Work Product and hardware installed in the field for on-site testing during startup. Customer shall include the Vertech in the startup and shall permit Vertech to test the Work Product and hardware under all possible configurations and conditions. Upon completion of startup, Vertech shall perform a formal Site Acceptance Test (SAT) to demonstrate conformity of the installed system to the Functional Specifications. Customer representation at the SAT (with qualified technical personnel) is mandatory. Sign-off of the SAT results shall serve as final acceptance of the Work. In the event Customer fails or refuses to participate in the SAT, such failure or refusal shall constitute acceptance of the Work "as is" and without Warranty.

Should Customer fail to follow the processes set forth above, Vertech's warranty of the Work Product will be null and void.

8. The Work will be deemed accepted, and Vertech's warranty period described herein shall begin, upon the earliest of the following events: (a) the date of first use by Customer, whether such use is partial or

complete; or (b) the date of successful completion of the SAT.

Vertech warrants the computer and controls hardware supplied for the Project to the extent of any manufacturer's warranty to Vertech that is applicable to such equipment. Vertech warrants that it will, for a period of one (1) year, correct, repair or replace Work Product that fails to meet the design requirements of the Contract under normal use. This warranty is void if anyone other than Vertech has modified the Work Product in any way. Failure to purchase adequate training for those using the Work will void this limited warranty. **EXCEPT AS SET FORTH IN THIS PROPOSAL WITH REGARD TO BOTH HARDWARE AND SOFTWARE, VERTECH MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF FREEDOM FROM PATENT INFRINGEMENT, OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE OR OTHER EXPRESS OR IMPLIED WARRANTIES.**

9. Customer shall ensure that it is in possession of valid licenses for all third-party software (not provided by Vertech) used for the Project, and shall indemnify and hold harmless Vertech against all claims by licensors of such software. Vertech makes no warranty regarding such third-party software or its effect on the performance of the Work Product to be developed by Vertech for the Project.

10. Any intellectual property of Customer provided to Vertech in relation to the Project shall remain the exclusive property of Customer, subject to a non-transferable, non-exclusive, limited license granted to Vertech hereunder for the performance of the Work.

11. Upon payment of the Contract amount to Vertech, all portions of the Work Product that are unique or customized to Customer's processes, products or systems will become the property of Customer. All pre-existing intellectual property of Vertech (including such property that may be incorporated into the Work), and all other portions of the Work Product (such as general object and source code, development methodologies, design patterns, frameworks, templates, styles, toolkits, utilities and drivers that are not unique or customized to Customer's processes, products or systems) shall remain the exclusive

property of Vertech, subject to a non-transferable, non-exclusive, limited license granted to Customer upon payment of the Contract amount to Vertech for Customer's proper internal utilization of the Work as intended by the Proposal. Under no circumstances shall Customer reverse engineer or transmit to any third party Vertech's retained intellectual property without Vertech's prior express written consent.

12. The total liability of Vertech to Customer for any loss, indemnity, damage or delay of any kind will not under any circumstances exceed the Contract Sum. **UNDER NO CIRCUMSTANCES WILL VERTECH BE LIABLE FOR ANY LOSS, INDEMNITY, DAMAGE OR DELAY ARISING OUT OF ITS FAILURE TO PERFORM DUE TO CAUSES BEYOND ITS REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOD, INTERFERENCE BY OTHERS, DELAYS IN RECEIVING APPROVALS OR NECESSARY INFORMATION FROM CUSTOMER, FIRES, STRIKES, FLOODS, WAR, TERRORISM, RIOTS, DELAYS IN TRANSPORTATION AND ADVERSE WEATHER. UNDER NO CIRCUMSTANCES WILL VERTECH BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR ANY OTHER LEGAL THEORY.**

13. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Vertech, its subcontractors, and agents and employees of any of them from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of Work, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or personal property damage, but only to the extent caused by the negligent acts or omission of the Customer or anyone directly or indirectly employed or contracted with by Customer (other than Vertech) or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. In the event of a claim alleged to be caused in part by a party indemnified hereunder, if Customer or anyone directly or indirectly employed or contracted with by Customer (other than Vertech) is found to be more than 60% responsible, Customer shall indemnify and

pay Vertech 100% of its reasonable attorneys' fees incurred in defending such claim.

To the fullest extent permitted by law, Vertech shall indemnify and hold harmless the Customer and its agents and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of Work, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or personal property damage, but only to the extent caused by the negligent acts or omission of Vertech or anyone directly or indirectly employed or contracted with by Vertech or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. In the event of a claim alleged to be caused in part by a party indemnified hereunder, if Vertech or anyone directly or indirectly employed or contracted with by Vertech is found to be more than 60% responsible, Vertech shall indemnify and pay Customer 100% of its reasonable attorneys' fees incurred in defending such claim.

14. Commencing immediately, and continuing until a date one (1) year after the date of final completion of the Work, Customer agrees not to directly or indirectly employ, solicit for employment, or advise or recommend to any other person that such other person employ or solicit for employment, any person employed by or under contract to Vertech. Should Customer directly or indirectly employ any person employed by or under contract to Vertech during a period commencing immediately, and continuing until a date one (1) year after the date of final completion of the Work, Customer agrees to pay Vertech the sum of \$50,000.00 per individual so hired.

15. The responsibility for loss or damage of the equipment specified in the Contract shall be Customer's from the time of shipment. Customer is responsible for providing and maintaining adequate insurance protecting the equipment against loss or damage of any kind. Vertech shall pay for and maintain, until final acceptance of the Work, policies of insurance issued by carriers acceptable to the Customer which afford coverage for worker's compensation (including employer's liability) and general liability.

16. To the extent these Terms and Conditions are inconsistent with the Proposal or Customer's written requirements (if any) attached as Exhibit B or any of Customer's purchase orders, these Terms and Conditions shall take priority. To the extent the Proposal is inconsistent with Customer's written requirements (if any) attached as Exhibit B or any of Customer's purchase orders, the Proposal shall take priority. Vertech's Proposal is subject to Customer's acceptance of these Terms and Conditions. Any purchase order, acknowledgement or other document submitted by Customer to Vertech that includes any terms that are inconsistent with or contradict these Terms and Conditions or the Proposal are deemed rejected unless explicitly accepted by Vertech in writing.

17. All prices shall be subject to any existing or future tax or governmental charge upon any services, production, shipment, installation, sale or use of the goods or services provided by Vertech to the extent Vertech is or shall be required to collect or pay such taxes by law or regulation. The amount of such taxes shall be paid to Vertech immediately upon request, or in lieu thereof, a tax exemption certificate in a form

satisfactory to the applicable taxing authority may be presented to Vertech.

18. Customer may terminate this Contract at any time prior to approval of the Functional Specifications and upon the giving of thirty (30) days' notice. Following approval of the Functional Specifications, Customer may terminate Vertech only for persistently or repeatedly failing or neglecting to carry out the Work in accordance with the Contract (and only after failing to take steps to correct such failure following ten (10) days written notice by Customer). If terminated for whatever reason, Vertech shall be entitled to receive payment for the Work executed, and costs incurred by reason of such termination (including any restocking charges), along with reasonable overhead and profit on Work not yet executed.

19. All claims arising out of this Contract shall be subject to arbitration before a single arbitrator in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The arbitrator shall be a person with experience in software development issues. The governing law and place of the arbitration will be the state of the Project at a mutually convenient and accessible location.

Client Approval

By signing below, the client gives Vertech the notice to proceed with this scope of work and agrees to the Terms and Conditions set forth in this proposal.

Vertech Industrial Systems, LLC

Printed Name

Title

Signature

Date

Garney Construction

Printed Name

Title

Signature

Date

ANCHOR CONTRACTING, L.L.C.

3635 N. 143rd Ln
Goodyear, Arizona 85395
PH: 623-882-6617
FX: 623-266-1794

Proposal

To: Garney Construction

BID DATE: 7/27/2021
revised date:

Re: City of El Mirage Pump House Bldgs
10355 N. 121st Ave
El Mirage, Az.

Attn: Steve

Proposal re: Building Insulation

In accordance with Plans dated: _____ and Specifications dated: _____ through Addenda: _____
Anchor Contracting, LLC (hereinafter referred to as "CONTRACTOR") proposes to furnish all labor and materials required to complete the following (hereinafter referred to as the "Work") for the amount listed below.

ITEM #	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL COST
1	Remove all existing roof deck insulation and scrim paper from roof	1	LS	Bldg. Insulation	\$19,747.00
2	Trash all existing insulation				
3	Install new R-19 unfaced fiberglass batt insulation and new white scrim paper to roof deck				
4	Mechanically fastened				
5	Protect equipment (prep)				
6	Equipment required for install/demo				
				Sub-Total:	\$19,747.00
				Sales Taxes:	incl.
				Grand Total:	\$19,747.00

Alternates:

- 1 Spray foam in roof deck in lieu of batt insulation (open cell foam 5-1/2" with a fire barrier topping) **Deduct <-\$3,994.00>**

This proposal is subject to change and will be withdrawn if not accepted within 30 days of the above date; it is subject to and includes all terms and conditions described herein.

CUSTOMER: _____
(COMPANY NAME)

ACCEPTED BY: _____
(SIGNATORY NAME)

TITLE: _____
(SIGNATORY TITLE)

SIGNATURE: _____
(SIGNATURE)

ACCEPTANCE DATE: _____
(DATE)

RESPECTFULLY SUBMITTED,
ANCHOR CONTRACTING, LLC

BY: **BRIAN SPITZOCK**

TITLE: **PRESIDENT**

APPROVAL: _____

APPROVAL DATE: _____

JOB ORDER AGREEMENT

THIS AGREEMENT is made and entered into this 7th day of January, 2020, by and between Garney Construction, (hereinafter referred to as "Contractor") and the City of El Mirage, Arizona, a municipal corporation, (hereinafter referred to as "City").

Whereas, City issued Request for Proposal (hereinafter "RFQ") No. PW19 - JOC02 seeking proposals from contractors to provide Job Order Contracting for water and wastewater projects on property owned and/or controlled by City; and,

Whereas, Contractor submitted a response to City RFQ No. PW19 - JOC02 offering to provide Job Order Contracting for water and wastewater projects from identified property owned and/or controlled by City (hereinafter "Proposal"); and,

Whereas, Contractor was awarded a Contract to provide services in conformance with the requirements of RFQ No. PW19 - JOC02.

NOW, THEREFORE, Contractor and City hereby agree as follows:

1. Contractor agrees, at its own cost and expense, to do all the work and furnish all the equipment, personnel and materials necessary to provide, in a good and substantial manner and to the satisfaction of the City, the following work, Job Order Contracting for water and wastewater projects, in accordance with the City of El Mirage RFQ No. PW19 - JOC02 and Contractor's contract in response to RFQ No. PW19 - JOC02, which are hereby specially referred to and by such reference made a part hereof in their entirety. RFQ No. PW19 - JOC02 shall consist of the following documents, which are incorporated herein by this reference: Notice of Request for Qualifications; Instructions and Proposal Conditions; Scope of Work and Project Specifications; General Terms and Conditions; Proposal; Appendices; and Exhibits.
2. City agrees to pay Contractor, and Contractor agrees to accept, as full compensation for furnishing all equipment, personnel and materials and for doing all the work contemplated and embraced in this Agreement, the amounts set forth in Contractor's contract in response to RFQ No. PW19 - JOC02.
3. The City hereby promises and agrees with the Contractor to retain, and does hereby retain, Contractor to provide the equipment, and personnel and materials and to do the work according to the terms and conditions herein contained and referred to, for the price aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions as provided; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.
4. It is further expressly agreed by and between the parties that should there be any conflict between the terms of this Agreement, RFQ No. PW19 - JOC02 or the Proposal, then this Agreement and the provisions terms of RFQ No. PW19 - JOC02 shall control and nothing herein shall be considered as an acceptance of the terms of the said Proposal conflicting herewith or RFQ No. PW19 - JOC02, unless expressly so stated herein.
5. Time is of the essence to the terms of this contract.
6. **FEDERAL AND STATE EMPLOYMENT IMMIGRATION LAWS.** To the extent applicable under A.R.S. § 41-4401, Contractor warrants its and its subcontractors compliance with all federal immigration laws and regulations that relate to their compliance with the E-verify requirements under A.R.S. § 23-214(A). Contractor's or its subcontractors' breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City of El Mirage. The City of El Mirage retains the legal right to randomly inspect the papers and records of Contractor and its subcontractors to ensure that the Contractor and its subcontractors are complying with the above-mentioned warranty.

The Contractor warrants to keep the papers and records open for random inspection during normal business hours by the City of El Mirage. The Contractor shall cooperate with the City of El Mirage's random inspections including granting the City entry rights to Contractor's property to perform the random inspections and waiving its right to keep such papers and records confidential. The failure of Contractor to comply with this warranty regarding the keeping of papers and records and cooperating with the City's random inspections shall constitute a material breach of the Agreement and the City shall have the right to immediately terminate the Agreement.

The Contractor further agrees to include the following language in all subcontracts entered into by Contractor with any person or entity to perform work on the Agreement and to terminate the agreement with any subcontractor who violates any of the warranties set forth in said language below.

To the extent applicable under A.R.S. § 41-4401, Subcontractor warrants to Contractor and the City of El Mirage Subcontractor's compliance with all federal immigration laws and regulations that relate to its compliance with the E-verify requirements under A.R.S. § 23-214(A). Subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the subcontract by Contractor at the direction of the City of El Mirage. Subcontractor further acknowledges the City of El Mirage's right to randomly inspect the papers and records of Subcontractor to ensure that Subcontractor is complying with the above-mentioned warranty.

Subcontractor warrants to keep the papers and records open for random inspection during normal business hours by City of El Mirage. Subcontractor shall cooperate with City of El Mirage's random inspections including granting the City entry rights to Subcontractor's property to perform the random inspections and waiving their respective rights to keep such papers and records confidential. The failure of Subcontractor to comply with this warranty regarding the keeping of papers and records and failure to cooperate with the City's random inspections shall constitute a material breach of the Agreement and the City shall have the right to immediately require Contractor to terminate the Agreement with Subcontractor.

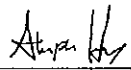
Executed and entered into on the date first written above.

CITY:



Public Works Department Director

CONTRACTOR:



(Contractor Representative)