



Job Order Cost Proposal



CONTRACTOR NAME: **Felix Construction Company**

Contract Type:	Water Wastewater JOC - PW19-JOC02
Job Order No.:	TBD
City Project Mgr.:	Jamie Teatsworth
Fee Type:	GMP
Location:	Dysart Well
Job Title:	Wall and RTU Repairs

City Project No.:	TBD
Contractors Job No.:	1902.XXX
Prepared By:	Kory Burden
Date:	4/19/2023
Revision:	Rev 0

Description of Work to be Performed (supporting information attached): See attached Bid Scope and Bid Assumptions for additional information and clarifications.

SECTION 1: LABOR (inclusive of burden)

Position	Unit	Quantity	Labor Cost	
			Unit Price	Total
Estimator	Hours	-	\$ 75.00	\$ -
Project Manager	Hours	33.75	\$ 80.00	\$ 2,700.00
Project Engineer	Hours	59.09	\$ 55.00	\$ 3,250.00
Admin	Hours	-	\$ 35.00	\$ -
Project Superintendent	Hours	-	\$ 75.00	\$ -
Foreman	Hours	-	\$ 65.00	\$ -
Craftsman	Hours	-	\$ 45.00	\$ -
Apprentice / Laborer	Hours	-	\$ 28.50	\$ -
Elect Professional Engineer	Hours	-	\$ 85.00	\$ -
Elect Project Manager	Hours	25.00	\$ 80.00	\$ 2,000.00
Elect Technician - Lead	Hours	95.00	\$ 55.00	\$ 5,225.00
Elect Technician - Journeyman	Hours	95.00	\$ 45.00	\$ 4,275.00
Elect Technician - Apprentice	Hours	-	\$ 36.00	\$ -
Elect General Laborer	Hours	-	\$ 28.50	\$ -
Elect Admin	Hours	10.60	\$ 35.00	\$ 371.00
<i>*Any emergency or T&M work that requires overtime will be billed at 1.5 times the listed Unit Prices.</i>				\$ 17,821.00

SECTION 2: EQUIPMENT (supporting information attached)

Item	Unit	Quantity	Equipment Cost	
			Unit Price	Total
Backhoe	Hours	-	\$ 51.36	\$ -
Excavator	Hours	-	\$ 142.94	\$ -
Loader	Hours	-	\$ 65.60	\$ -
Boom Truck	Hours	-	\$ 54.44	\$ -
Water Truck	Hours	-	\$ 61.93	\$ -
Water Wagon	Hours	-	\$ 14.98	\$ -
Air Compressor	Hours	-	\$ 16.48	\$ -
Compactor - Hand	Hours	-	\$ 9.00	\$ -
Dump Truck	Hours	-	\$ 63.36	\$ -
Roller	Hours	-	\$ 37.75	\$ -
ext. Reach Forklift	Hours	-	\$ 52.82	\$ -
Crane	Hours	-	\$ 129.94	\$ -
Pickup Truck - Light Duty	Hours	105.42	\$ 16.81	\$ 1,772.15
Pickup Truck - 1 Ton	Hours	95.00	\$ 25.43	\$ 2,415.85
Small Tools & Supplies (Consumables)	Hours	-	\$ 7.00	\$ -
Manlift	Hours	-	\$ 39.55	\$ -
Portable Welder	Hours	-	\$ 14.75	\$ -
Other Equipment	Hours	-	\$ 1.00	\$ -
Subtotal Equipment Cost (B)				\$ 4,188.00

SECTION 3: MATERIALS

Item	Unit	Quantity	Material Cost	
			Unit Price	Total
CONDUIT 200 (AG) -	LS	1.00	\$ 2,273.22	\$ 2,273.22
CABLE 300 (FEEDERS) -	LS	1.00	\$ 841.87	\$ 841.87
CABLE 300 (BRANCH) -	LS	1.00	\$ 229.89	\$ 229.89
CABLE 300 (GROUNDING) -	LS	1.00	\$ 307.30	\$ 307.30
SWITCHGEAR 500 -	LS	1.00	\$ 6,864.93	\$ 6,864.93
INSTRUMENTATION 600 (PANELS) -	LS	1.00	\$ 2,402.47	\$ 2,402.47
FABRIACATION 700 (RACKS) -	LS	1.00	\$ 1,298.77	\$ 1,298.77
OTHER 800 (EQUIPMENT) -	LS	1.00	\$ 369.00	\$ 369.00
OTHER 800 (O&M/SUBMITTALS) -	LS	1.00	\$ 250.00	\$ 250.00
OTHER 800 (TESTING) -	LS	1.00	\$ 20.00	\$ 20.00
Subtotal Material Cost (C)			\$	14,857.45

SECTION 4: SUBS & CONSULTANTS

Company	Description of Work to be Performed (Supporting quote & information attached)	Total Cost
Sunnyside Masonry	Rebuild Masonry Wall	\$ 13,320.00
A-O Painting	Paint New Masonry Wall	\$ 1,080.00
Subtotal Subcontractors & Consultants (D)		\$ 14,400.00

SECTION 5: RENTAL EQUIPMENT

Company	Description of Rental Equipment (Supporting quote & information attached)	Total Cost
TBD		\$ -
Subtotal Rental Equipment (E)		\$ -

SECTION 6: GENERAL CONDITIONS OF THE WORK

Item	Unit	Quantity	General Conditions Cost	
			Unit Price	Total
Mobilization / Demobilization	LS	1.00	\$ 700.00	\$ 700.00
Permits & Environmental Controls	LS	1.00	\$ -	\$ -
Temporary Facilities & Controls	LS	1.00	\$ 1,300.00	\$ 1,300.00
Engineering / Testing	LS	1.00	\$ -	\$ -
Site Support	LS	1.00	\$ -	\$ -
Miscellaneous / Other	LS	1.00	\$ -	\$ -
Subtotal General Conditions (F)			\$	2,000.00

OVERHEAD: **6.00%** (% to be taken from matrix)

PROFIT: **10.00%** (% to be taken from matrix)

Subtotal General Contractor Costs (1+2+3+5+6): \$ 38,866.45
 O&P (**16.00%** of 1+2+3+5+6): \$ 6,218.63
 Total General Contractor Costs including O&P: \$ 45,085.08

Subtotal Subcontractor Costs (4) \$ 14,400.00
 Subcontractor Profit (**5%** of 4) + Overhead \$ 1,584.00
 Total Subcontractor Costs including Profit: \$ 15,984.00

TOTAL GC Cost (Including O&P) and Subcontractor: \$ 59,485.08
 Costs (including Subcontractor Profit): \$ 61,069.08
 Insurance Costs @ **1.0%** \$ 594.85
 Bond Costs @ **1.5%** \$ 892.28
 Sales Tax (65% of **9.3%**) \$ 3,685.77
 Tax Exemption Credit: \$ -

Subtotal Job Cost: \$ 66,241.98

Project Contingencies \$ 7,500.00

Project Allowances \$ -

Owner must provide prior approval (in writing) before the use of any Allowance or Contingency Funds

TOTAL JOB COST: \$ 73,741.98

Submitted by:

Project Manager

Date

Wednesday, April 19, 2023

Job Order Cost Proposal Clarifications

Project: Wall and RTU Repairs
Date: 4/19/2023
Revision: Rev 0

Includes:

- 1 Replace damaged wall and re-paint to match (as close as possible)
- 2 4" and 1" GRC Conduit - Repairs to Existing
- 3 4" Weatherhead w/ Gland
- 4 XHHW-2 Conductors - As Required to Complete Electrical Installation
- 5 SES - 480/277V, 400A, 3Φ, Wall Mount, Overhead Feed
- 6 Disconnects - SQD 100A & 60A / Panelboard - 100A, 6 Position, Bolt-On
- 7 RTU Enclosure - Hoffman Enclosure to Match Existing (Enclosure ONLY)

Excludes:

- 1 RTU Components, RTU, RTU Backpanel
- 2 PLC, Software, Programming
- 3 Site Work - Excavation, Backfill, Trenching
- 4 Mounting Rack Structure - Assumed we can Re-Use (See Contingency)
- 5 Instruments / Instrumentation of any kind, make, manufacturer
- 6 Permits
- 7 Materials Testing
- 8 Hazardous Materials Testing and Abatement

Clarifications:

- 1 Due to current market volatility, material pricing is subject to the terms stated on the included material quotes, some of which may establish that final pricing will be determined at the time of shipment.
- 2 Existing Conductors that Megger Good will be Re-Used
- 3 RTU Components and Backpanel will be Re-Used
- 4 Mount Rack will be Re-Used As Permissible due to Damage

Price Assumes:

- 1 Normal Working Hours

Assumes Owner to Provide:

- 1 Access to site

Potential Contingency Usage:

- 1 Material price escalations due to current market volatility.
- 2 Replacement of 4" Square Tube Pole
- 3 Replacement of Rack Posts
- 4 Patching of existing concrete pad

Project Allowance Details:

- 1

**City of El Mirage
JOC Pricing Matrix**

PW19 - JOC02, Job Order Contract for Water & Wastewater Projects

Contractor: Felix Construction Company



Indirect Cost of the Work	\$1.00 to \$5,000	\$5,001 to \$10,000	\$10,001 to \$30,000	Over \$30,000
Gc Overhead	6.00%	6.00%	6.00%	6.00%
Gc Profit	20.00%	17.00%	15.00%	10.00%
Subcontractor	5.00%	5.00%	5.00%	5.00%
Bonds	1.50%	1.50%	1.50%	1.50%
Insurance	1.00%	1.00%	1.00%	1.00%
AZ/County/City/Tax	6.045%	6.045%	6.045%	6.045%
Total Indirect Cost %	34.54500%	31.54500%	29.54500%	24.54500%

From: [Mike Bejarano](#)
To: [Kory Burden](#)
Subject: Fwd: Dysart Well Wall Repair
Date: Wednesday, April 5, 2023 3:14:46 PM
Attachments: [image002.png](#)
[image003.png](#)

Mike Bejarano
Felix Construction
M: 480.392.3133

From: Joey Noriega <Joey@sunnysidemasonry.com>
Sent: Wednesday, April 5, 2023 10:54:14 AM
To: Mike Bejarano <mikeb@felixconstruction.com>
Subject: RE: Dysart Well Wall Repair

[EXTERNAL]

\$13,320.00 to sawcut, demo and build new wall to match existing. Quote assumes we can do work from interior of site.

Includes removal of all debris related.

Next week is great for my schedule but can make it work whenever.

Thank you,

Joey Noriega
President
joey@sunnysidemasonry.com
Office: 623.376.6500
Mob: 602.686.3333



From: Mike Bejarano <mikeb@felixconstruction.com>
Sent: Monday, April 3, 2023 3:18 PM
To: Joey Noriega <Joey@sunnysidemasonry.com>
Cc: Kory Burden <koryb@felixconstruction.com>
Subject: Dysart Well Wall Repair

Joey, as discussed can you price out repairing the wall at 13055 W Varney Rd, El Mirage, AZ 85335

Follow the link below for the pictures



A-O Painting, Inc.

PAINTING - COATING PROPOSAL

Date: April 5, 2023
Proposal submitted to: Kory Burden koryb@felixconstruction.com
Company: Felix Construction Company
Address: 2530 South 52nd Avenue., Phoenix, AZ 85043
Telephone: (623) 435-4313 Cell: (602) 615-6473 Fax: (480) 464-0078
Job Name: Dysart Well Wall Repair (Paint)
Location: 13055 W Varney Rd., El Mirage, AZ 85335 (Owner:)

Kory,

Below please find proposed Labor and Material Price to prep and coat new wall and paint a total of 30 lineal feet. Color shall match existing color scheme.

Exclusions:

- > Interior Pipe Lining, Shop Priming, Lead Abatement
> All Bond(s)/Bonding, 3rd Party Inspection(s)

for the sum of: One Thousand Eighty Dollars & 00/100's \$ 1,080.00

Thank you,
Paul Ortega
Vice President

This proposal will expire 30 days from the date of this document. Terms: Due on Receipt. Interest at 1 1/2% per month on past due amount. Customer agrees to pay reasonable lawyer fees if legal action is necessary for collection.





City of Phoenix AZ

Bid Summary Report

14 Apr 2023 14:02:01

Tax Rate status: Default **Bid Name:** DEFAULT BID **Bid Template:** BASIC (EXPANDED O&P) V5

Drawing	Phase	Quote \$	Material \$	Equip \$	SubCon \$	Labor Hrs
	100 - CIVIL > EXCAVATION	0.00	0.00	0.00	0.00	9.89
	200 - CONDUIT SYSTEMS > ABOVE GRADE	0.00	2,273.23	0.00	0.00	36.02
	300 - CABLE > FEEDERS	0.00	841.87	0.00	0.00	9.36
	300 - CABLE > BRANCH-CTRL-INST	0.00	229.89	0.00	0.00	15.00
	300 - CABLE > GROUNDING	0.00	307.30	0.00	0.00	1.83
	500 - SWITCHGEAR > SWITCHGEAR	0.00	5,638.18	0.00	0.00	52.00
	600 - INSTRUMENTATION > PANELS	0.00	2,402.47	0.00	0.00	9.00
	700 - FABRICATION > MOUNTING RACKS	0.00	1,298.77	0.00	0.00	14.98
	800 - OTHER / MISC. > EQUIPMENT	0.00	369.00	2,675.71	0.00	4.00
	800 - OTHER / MISC. > O&M MANUALS	0.00	200.00	0.00	0.00	8.00
	800 - OTHER / MISC. > TESTING	0.00	20.00	0.00	0.00	9.00
	800 - OTHER / MISC. > SUBMITTALS	0.00	50.00	0.00	0.00	4.00
Sheet Totals:		0.00	13,630.70	2,675.71	0.00	173.08
Tax:		0.00	0.00	0.00	0.00	

Bid Notes:

Sub Total (Quo/Mat/Equip/Sub):		16,306.41
Sales Tax:		0.00
Sub Total:		16,306.41
Direct Labor \$:		9,519.19
Indirect Labor \$:		2,351.90
Labor Escalation:		0.00
Labor Tax:		0.00
Direct Job Costs (4.17%):		1,225.96
Prime Cost:		29,403.45
Overhead (Avg. 0.00%):		0.00
Net Cost:		29,403.45
Profit (Avg. 0.00%):		0.00
Job Tax:		0.00
Bond (0.0000%):		0.00
Lump Sum:		0.00
Selling Price:		29,403.45

TAX RATES

Material:	0.0000%
Quote:	0.0000%
Labor:	0.0000%
Equipment:	0.0000%
Subcontract:	0.0000%
Job:	0.0000%

MISCELLANEOUS

Avg. Lbr. Rate (Cost):	55.00
Avg. Lbr. Rate (Bid):	55.00
Total Square Feet:	1.00
Cost Per Sq. Ft.:	29,403.45
Labor \$ Per Sq. Ft.:	9,519.19
Labor Hrs Per Sq. Ft.:	173.08
Quantity of Units:	1.00
Cost Per Unit:	29,403.45
Calc. Adjustment:	0.00%

!Enter Company Name!

Phone:
Web:

LABOR ADJUST										
ESTIMATED HOURS	ELECTRICAL	MACHINE OPERATOR	LOW VOLTAGE	Labor Class 4	Labor Class 5	Labor Class 6	Labor Class 7	Labor Class 8	Labor Class 9	Labor Class 10
REGULAR	173.08	--	--	--	--	--	--	--	--	--
OVERTIME	--	--	--	--	--	--	--	--	--	--
SHIFT-2	--	--	--	--	--	--	--	--	--	--
SHIFT-3	--	--	--	--	--	--	--	--	--	--
DOUBLE TIME	--	--	--	--	--	--	--	--	--	--
ESTIMATED HOURS:	173.08	--	--	--	--	--	--	--	--	--
LOSS LBR ADJ:	--	--	--	--	--	--	--	--	--	--
CALCULATED HRS										
REGULAR	173.08	--	--	--	--	--	--	--	--	--
OVERTIME	--	--	--	--	--	--	--	--	--	--
SHIFT-2	--	--	--	--	--	--	--	--	--	--
SHIFT-3	--	--	--	--	--	--	--	--	--	--
DOUBLE TIME	--	--	--	--	--	--	--	--	--	--
TOTAL ADJ LABOR:	173.08	--	--	--	--	--	--	--	--	--

TOTAL ADJUSTED LABOR HOURS: 173.08

DIRECT LABOR						
Labor Class	Job Description	Labor Type	Crew	Rate	Man Hours	Extension
ELECTRICAL	FOREMEN (WORKING)	REGULAR	1	\$60.00	86.54	\$5,192.08
	JOURNEYMEN	REGULAR	1	\$50.00	86.54	\$4,327.11

AVERAGE DIRECT LABOR RATE: \$55.00

TOTAL DIRECT LABOR: \$9,519.19

INDIRECT LABOR			
Labor Description	Hours	Rate	Ext \$
PROJECT MANAGER	15.00	90.00	1,349.96
SUPERINTENDENT	10.00	80.00	800.02
SAFETY	1.00	41.92	41.92
ESTIMATING	2.00	80.00	160.00

TOTAL INDIRECT LABOR: \$2,351.90

DIRECT LABOR TOTAL:	9,519.19
INDIRECT LABOR TOTAL:	2,351.90
LABOR ESCALATION:	0.00
LABOR \$ ADJUSTMENT:	0.00
LABOR TAX:	0.00
LABOR TOTAL:	\$11,871.08

MATERIAL:	13,630.70
MATERIAL ESCALATION:	0.00
MATERIAL ADJUSTMENT:	0.00
MATERIAL TAX:	0.00
MATERIAL TOTAL:	\$13,630.70

QUOTES		
Component	Vendor	Amount

!Enter Company Name!

Phone:
Web:

QUOTED MATERIAL:	0.00
ADJUSTMENT:	0.00
QUOTE TAX:	0.00
QUOTED MATERIAL TOTAL:	\$0.00

SUBCONTRACTS		
Component	Vendor	Amount

SUBCONTRACTS:	0.00
ADJUSTMENT:	0.00
SUBCONTRACT TAX:	0.00
SUBCONTRACTS TOTAL:	\$0.00

EQUIPMENT		
Component	Vendor	Amount
CRANE		0.00
PM TRUCK		475.00
SUPERVISOR TRUCK W/ TOOLS		2,200.71

EQUIPMENT:	2,675.71
ADJUSTMENT:	0.00
EQUIPMENT TAX:	0.00
EQUIPMENT TOTAL:	\$2,675.71

DIRECT JOB COSTS	
Description	Dollars
MISC DIRECT JOB COSTS	750.00
TOOLS EXPENDABLE	475.96

DIRECT JOB COSTS:	1,225.96
ADJUSTMENT:	0.00
TOTAL DIRECT JOB COSTS:	\$1,225.96
JOB COST w/NO OVERHEAD:	\$29,403.45

OVERHEAD	
MATERIAL OVERHEAD:(0% markup)	0.00
QUOTES OVERHEAD:(0% markup)	0.00
LABOR OVERHEAD:(0% markup)	0.00
SUBCONTRACTS OVERHEAD:(0% markup)	0.00
EQUIPMENT OVERHEAD:(0% markup)	0.00
DJC OVERHEAD:(0% markup)	0.00

TOTAL OVERHEAD:	\$0.00
JOB COST w/OVERHEAD:	\$29,403.45

!Enter Company Name!

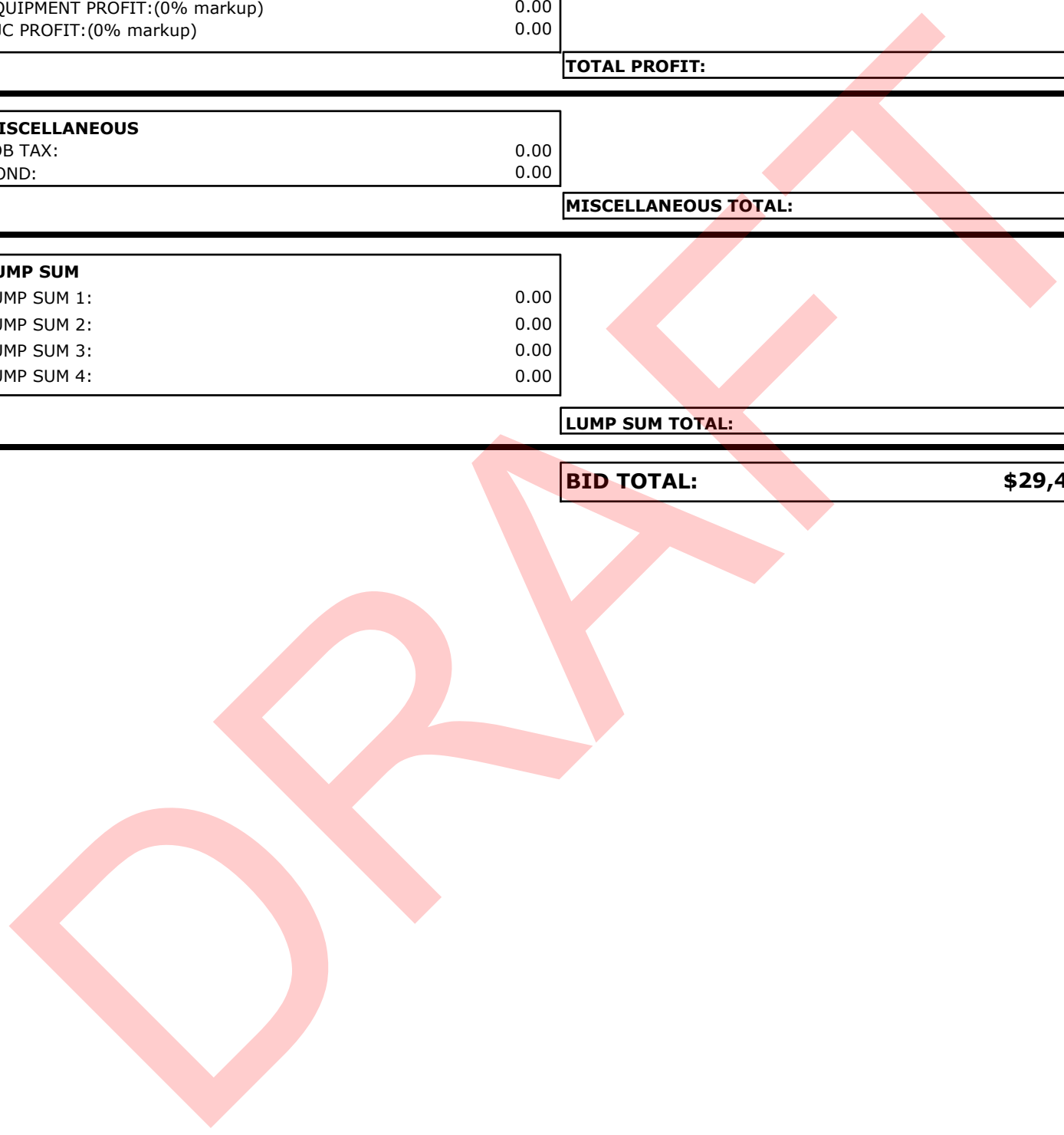
Phone:
Web:

PROFIT	
MATERIAL PROFIT:(0% markup)	0.00
QUOTES PROFIT:(0% markup)	0.00
LABOR PROFIT:(0% markup)	0.00
SUBCONTRACTS PROFIT:(0% markup)	0.00
EQUIPMENT PROFIT:(0% markup)	0.00
DJC PROFIT:(0% markup)	0.00
TOTAL PROFIT:	\$0.00

MISCELLANEOUS	
JOB TAX:	0.00
BOND:	0.00
MISCELLANEOUS TOTAL:	\$0.00

LUMP SUM	
LUMP SUM 1:	0.00
LUMP SUM 2:	0.00
LUMP SUM 3:	0.00
LUMP SUM 4:	0.00
LUMP SUM TOTAL:	\$0.00

BID TOTAL: \$29,403.45



!Enter Company Name!

Phone:
Web:

Job ID: JOB-0110
 Project: 1902.XXX - El Mirage Dysart Well Wall Repair



City of Phoenix AZ

Takeoff

14 Apr 2023 14:03:12

Phase: 100 - CIVIL
 SubPhase: EXCAVATION

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
390206	20.00	FT	M	24"W x 36"D	HAND TRENCHING CLAY LBR	0.0000	1.0000	0.00	0.2967	1.0000	5.93
390240	20.00	EA	M	24"W x 36"D	HAND BACKFILL CLAY TRENCH	0.0000	1.0000	0.00	0.1978	1.0000	3.96
Phase Totals:								0.00			9.89

Phase: 200 - CONDUIT SYSTEMS
 SubPhase: ABOVE GRADE

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result	
	0.00				Secondary - From Pole to Top Fed SES							
10009	30.00	FT	M	4	GRC	25.0400	1.0000	751.20	0.3000	1.0000	9.00	
30009	3.00	EA	M	4	GRC/IMC COUPLING	26.8108	1.0000	80.43	0.5000	1.0000	1.50	
30162	1.00	EA	M	4	MYERS THREADED GROUNDING HUB	136.1000	1.0000	136.10	1.2500	1.0000	1.25	
10569	1.00	EA	M	4	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	1.0000	1.0000	1.00	
	0.00				Replace Damaged Conduits							
10002	60.00	FT	M	1	GRC	5.4458	1.0000	326.75	0.0700	1.0000	4.20	
30002	6.00	EA	M	1	GRC/IMC COUPLING	4.1500	1.0000	24.90	0.2000	1.0000	1.20	
30155	12.00	EA	M	1	MYERS THREADED GROUNDING HUB	39.5400	1.0000	474.48	0.5500	1.0000	6.60	
10562	6.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	1.20	
	0.00				Conduit System Accessories							
333	50.00	FT	M	3/4"	3/4" Anaconda Flex Conduit (Black, UA)	2.5000	1.0000	125.00	0.1000	1.0000	5.00	
334	4.00	EA	M	3/4"	3/4" Srtaight Connector (Liquid Tight)	9.8900	1.0000	39.56	0.0200	1.0000	0.08	
336	4.00	EA	M	3/4"	3/4" 45 Deg. Connector (Liquid Tight)	11.3700	1.0000	45.48	0.0200	1.0000	0.08	
197	8.00	EA	M	3/4	Locknut	Sealing Locknut - 3/4	1.1800	1.0000	9.44	0.0100	1.0000	0.08
198	8.00	EA	M	3/4	Washer	Sealing Washer - 3/4	1.3600	1.0000	10.88	0.0100	1.0000	0.08
203	25.00	EA	M	1"	Conduit Strap	1" Conduit Strap - 2 Hole, 304SS	5.3400	1.0000	133.50	0.0500	1.0000	1.25
376	1.00	EA	M	20MIL	TAPE ROLL	20 MIL TAPE ROLLS	20.6000	1.0000	20.60	2.0000	1.0000	2.00
	0.00				Weatherhead - 4" Pole Mount							

!Enter Company Name!

Phone:
 Web:

Phase: 200 - CONDUIT SYSTEMS

SubPhase: ABOVE GRADE

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
257	1.00	EA	M	Weatherhead	Weatherhead - 4" Pole Mount w/Gasket	94.9100	1.0000	94.91	1.5000	1.0000	1.50
Phase Totals:								2,273.23			36.02

Phase: 300 - CABLE

SubPhase: FEEDERS

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
0.00						Secondary Feeders					
70291	150.00	FT	M	4/0	XHHW CU (STR)	5.1831	1.0000	777.47	0.0330	1.0000	4.95
100577	6.00	EA	M	4/0	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.5000	1.0000	3.00
70285	50.00	FT	M	3.	XHHW CU (STR)	1.2880	1.0000	64.40	0.0170	1.0000	0.85
100570	2.00	EA	M	3.	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.2800	1.0000	0.56
Phase Totals:								841.87			9.36

Phase: 300 - CABLE

SubPhase: BRANCH-CTRL-INST

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
70280	1,000.00	FT	M	12	XHHW CU (STR)	0.2299	1.0000	229.89	0.0070	1.0000	7.00
100565	50.00	EA	M	12	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1600	1.0000	8.00
Phase Totals:								229.89			15.00

Phase: 300 - CABLE

SubPhase: GROUNDING

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
70401	50.00	FT	M	4/0	BARE CU (STR)	4.1459	1.0000	207.30	0.0350	1.0000	1.75
174	4.00	EA	M	#150	Cadweld Plus - #150 Weld Cups	25.0000	1.0000	100.00	0.0200	1.0000	0.08
Phase Totals:								307.30			1.83

Phase: 500 - SWITCHGEAR

SubPhase: SWITCHGEAR

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
0.00						Graybar - 0243128436 Rev-1					

!Enter Company Name!

Phone:

Web:

Phase: 500 - SWITCHGEAR
SubPhase: SWITCHGEAR

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
	0.00				Sun Valley SES - 480/277V, 3F, 400A, Wall Mount, Overhead Feed						
258	1.00	EA	M	400A SES	400A SES - Sun Valley OHSVWCT400-4	2,497.7800	1.0000	2,497.78	18.0000	1.0000	18.00
	0.00				400A Disconnect						
260	1.00	EA	M	Main Disconnect	Main Disconnect - SQD HU356R	1,778.9100	1.0000	1,778.91	8.0000	1.0000	8.00
	0.00				30A Disconnect						
261	1.00	EA	M	30A Disconnect	30A Disconnect - SQD H361RB	388.0800	1.0000	388.08	8.0000	1.0000	8.00
	0.00				Panel Board						
262	1.00	EA	M	Panelboard	Panelboard - 100A, 6 Position, Bolt-On	973.4100	1.0000	973.41	18.0000	1.0000	18.00
Phase Totals:								5,638.18			52.00

Phase: 500 - SWITCHGEAR
SubPhase: STUDIES

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
289	0.00	EA	M	COORD/ARC	COORDINATION / ARC FLASH STUDY	7,500.0000	1.0000	0.00	1.0000	1.0000	0.00
Phase Totals:								0.00			0.00

Phase: 600 - INSTRUMENTATION
SubPhase: PANELS

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
	0.00				Replacement Enclosure - Backpanel to be RE-USED						
264	1.00	EA	M	Hoffman A723624FS	Hoffman A723624FS & Accessories	2,402.4700	1.0000	2,402.47	9.0000	1.0000	9.00
Phase Totals:								2,402.47			9.00

Phase: 700 - FABRICATION
SubPhase: MOUNTING RACKS

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
240789	30.00	FT	M	1 5/8" x 1 5/8"H	STN-STL 316 STRUT 14G SLOTTED	15.0000	1.0000	450.00	0.1225	1.0000	3.68
141	2.00	EA	M	3.5	STN-STL 316 Strut Base	80.4800	1.0000	160.96	1.0000	1.0000	2.00
142	12.00	EA	M	3/8	STN-STL 316 Spring Nut	10.9600	1.0000	131.52	0.0250	1.0000	0.30
143	4.00	EA	M	3/8	STN-STL 316 4 Hole 90	104.3000	1.0000	417.20	0.5000	1.0000	2.00
144	100.00		M		STN-STL 316 3/8 X 1 Hex Head	1.0000	1.0000	100.00	0.0250	1.0000	2.50
145	1.00	EA	M	3/8	STN-STL 316 3/8" Washer (100)	12.4600	1.0000	12.46	1.5000	1.0000	1.50

!Enter Company Name!

Phone:
 Web:

Phase: 700 - FABRICATION

SubPhase: MOUNTING RACKS

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
146	1.00	EA	M	3/8	STN-STL 316 3/8" Lock Washer	11.5500	1.0000	11.55	1.5000	1.0000	1.50
147	1.00	EA	M	3/8	STN-STL 316 Nut (Hex)	15.0800	1.0000	15.08	1.5000	1.0000	1.50
Phase Totals:								1,298.77			14.98

Phase: 800 - OTHER / MISC.

SubPhase: EQUIPMENT

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
263	1.00	EA	M	Scissor Lift	Scissor Lift - 32' Rough Terrain	369.0000	1.0000	369.00	4.0000	1.0000	4.00
Phase Totals:								369.00			4.00

Phase: 800 - OTHER / MISC.

SubPhase: O&M MANUALS

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
	0.00				O&M Development - Electronic Submittals and O&M's						
185	4.00	EA	M		O&M Development	100.0000	0.5000	200.00	2.0000	1.0000	8.00
Phase Totals:								200.00			8.00

Phase: 800 - OTHER / MISC.

SubPhase: TESTING

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
350	1.00	EA	U	START-UP	TESTING START-UP	20.0000	1.0000	20.00	9.0000	1.0000	9.00
Phase Totals:								20.00			9.00

Phase: 800 - OTHER / MISC.

SubPhase: SUBMITTALS

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
	0.00				O&M Development - Electronic Submittals and O&M's						
222	4.00	EA	M		Submittal Development	25.0000	0.5000	50.00	1.0000	1.0000	4.00
Phase Totals:								50.00			4.00

Job Totals: 13,630.70 173.08

!Enter Company Name!

Phone:

Web:



3350 W EARLL DR
 PHOENIX AZ 85017-5242
 Phone: 6022694939
 Fax: 602-269-4993

To: FELIX CONSTRUCTION CO.
 2530 S 52ND AVENUE
 PHOENIX AZ 85043
 Attn: Trent Gillespie
 Phone: 000-464-0011
 Fax: 000-464-0078
 Email: CHRISTOPHER.KING@GRAYBAR.COM

Date: 04/12/2023
Proj Name: EL MIRAGE DYSART WELL WALL
GB Quote #: 0243128436 Rev-1
 Release Nbr:
 Purchase Order Nbr:
 Additional Ref#
 Valid From: 04/07/2023
 Valid To: 05/07/2023
 Contact: CHRISTOPHER KING
 Email: christopher.king@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Notes: SCHNEIDER:
Conditions of Sale
 1) Except as otherwise provided below, this Quotation is subject to Coordinated Project Terms. See <https://www.schneiderelectric.us/en/download/document/0100PL0043>
 2) Notwithstanding any provision to the contrary in the referenced Coordinated Project Terms or any other documentation provided in connection with this proposal, this quote is valid for 30 days. Quoted lead times are approximate and subject to change.
 3) Schneider Electric reserves the right to amend, withdraw or otherwise alter this submission without penalty or charge as a result of any event beyond its control arising from or due to the current Covid-19 epidemic or events subsequent to this epidemic / pandemic including changes in laws, regulations, by laws or direction from a competent authority.

SUN VALLEY:
SUN VALLEY TERMS AND CONDITIONS OF SALE APPLY
QUOTE VALID FOR 30 DAYS
4-6 WEEKS SHIPMENT AFTER RECEIPT OF SIGNED APPROVAL
FREIGHT INCLUDED IN PRICING
EXTENDED WARRANTY NOT INCLUDED

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100		1 EA	SQUARE D CO.	NQ ML PNLB (INT ENCL) - NQ PANELBOARD		\$973.41	1	\$973.41
Item Note:		SQUARE D GEAR PACKAGE PER Q-4033992 SEE ATTACHED BOM AND DRAWINGS						

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com 24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.

To: FELIX CONSTRUCTION CO.
 2530 S 52ND AVENUE
 PHOENIX AZ 85043
 Attn: Trent Gillespie

Date:
Proj Name:
GB Quote #:

04/12/2023
EL MIRAGE DYSART WELL WALL
0243128436 Rev-1

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

200	1 EA SUN VALLEY	SUN VALLEY SES PER Q-230570	\$2,497.78	1	\$2,497.78
Item Note: 1- OHSVWCT400-4 Meter/CT section No Disconnects ALUMINUM BUS STANDARD 480/277V 3PH 400AMP, WALL MOUNT, OVERHEAD FEED, SES					
<hr/>					
400	1 EA ARLINGTN IND 149	4-IN CLAMP TYPE ENTR CAP	\$9,491.39	100	\$94.91
GB Part #: 90095762 UPC #: 01899700149					
Item Note:					
<hr/>					
500	1 EA SQUARE D CO. HU365R	SQUARE D GEAR PACKAGE PER Q-4033992 SEE ATTACHED BOM AND DRAWINGS	\$1,778.91	1	\$1,778.91
Item Note:					
<hr/>					
600	1 EA SQUARE D CO. H361RB	SQUARE D GEAR PACKAGE PER Q-4033992 SEE ATTACHED BOM AND DRAWINGS	\$388.08	1	\$388.08
Item Note:					
<hr/>					
Total in USD (Tax not included):					\$5,733.09

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PHOENIX AZ 85043
Attn: Trent Gillespie

Date: 04/12/2023
Proj Name: EL MIRAGE DYSART WELL WALL
GB Quote #: 0243128436 Rev-1

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

GRAYBAR ELECTRIC COMPANY, INC. TERMS AND CONDITIONS OF SALE

1. **ACCEPTANCE OF ORDER; TERMINATION** - Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc. ("Graybar") and, when applicable, Graybar's suppliers. If credit of the buyer of the goods or services ("Buyer") becomes unsatisfactory to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability to Graybar.
2. **PRICES AND SHIPMENTS** - Unless otherwise quoted, prices for goods shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill. Unless otherwise indicated in the applicable quotation or statement of work, prices for services shall be those in effect at the time of completion. The contract price for goods and or services shall be increased by the amount of any applicable tariff, excise, fee, assessment, levy, charge or duty of any kind whatsoever, imposed, assessed or collected by any governmental body, whether or not reflected in the costs charged to Graybar, and Graybar may increase its cost for goods and or services appropriately to take into account such increases in Graybar's costs.
3. **RETURN OF GOODS** - Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover cost of handling. Returns will not be accepted for services or any material which has been modified at the request of or by Buyer. In addition, no custom orders may be returned.
4. **TAXES** - Prices shown do not include sales or other taxes imposed on the sale of goods or services. Taxes now or hereafter imposed upon sales, shipments or services will be added to the purchase price. Buyer agrees to reimburse Graybar for any such tax or provide Graybar with acceptable tax exemption certificate.
5. **DELAY IN DELIVERY** - Graybar is not to be accountable for delays in delivery of goods or services occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar's reasonable control, including, but not limited to, sourcing, shipment or delivery issues caused by, related to or resulting from COVID-19 or other similar national or global health situations. Factory shipment or delivery dates are best estimates, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in provision of services, shipment or delivery.
6. **LIMITED WARRANTIES** - Graybar warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made to Graybar by the manufacturer of the goods. Buyer acknowledges that the performance of any service which alters the manufacturer provided goods as indicated in the statement of work may void the manufacturer's warranty. Graybar shall use the same care and skill a similarly situated provider of like services would exercise following commonly accepted industry practices in the performance of its duties under this agreement. **GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE, UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR. PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (2) IN A HEALTHCARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.**
7. **LIMITATION OF LIABILITY** - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Graybar, a copy of which will be furnished upon written request. Furthermore, Graybar's liability shall be limited to either repair or replacement of the goods, re-performance of the services, or refund of the purchase price, all at Graybar's option, and IN NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment. Unless otherwise agreed in the applicable statement of work, acceptance of services will occur not more than five (5) days after completion of performance.
8. **WAIVER** - The failure of Graybar to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.
9. **MODIFICATION OF TERMS AND CONDITIONS** - These terms and conditions, and any associated statement of work, supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar. No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.
10. **REELS** - When Graybar ships returnable reels, a reel deposit may be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.
11. **CERTIFICATION** - Graybar hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. This agreement is subject to Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans' Readjustment Assistance Act of 1974, as amended, E.O. 13496, 29 CFR Part 471, Appendix A to Subpart A, and the corresponding regulations, to the extent required by law. 41 CFR 60-1.4, 60-741.5, and 60-250.5 are incorporated herein by reference, to the extent legally required.
12. **FOREIGN CORRUPT PRACTICES ACT** - Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of goods will occur.
13. **ASSIGNMENT** - Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Graybar, and any such assignment, without such consent, shall be void.
14. **GENERAL PROVISIONS** - All typographical or clerical errors made by Graybar in any quotation, acknowledgment or publication are subject to correction. This agreement shall be governed by the laws of the State of Missouri applicable to contracts to be formed and fully performed within the State of Missouri, without giving effect to the choice or conflicts of law provisions thereof. All suits arising from or concerning this agreement shall be filed in the Circuit Court of St. Louis County, Missouri, or the United States District Court for the Eastern District of Missouri, and no other place unless otherwise determined in Graybar's sole discretion. Buyer hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof.
15. **PAYMENT TERMS** - Payment terms shall be as stated on Graybar's invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.
16. **EXPORTING** - Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters.
17. **CANCELLATION; CHANGES FOR SERVICES** - Buyer may cancel or make changes to a statement of work up to five (5) business days prior to commencement of the work. All changes and cancellations after such date are subject to Graybar's prior written approval in Graybar's sole and absolute discretion. Buyer shall pay to Graybar amounts necessary to cover cancellation, restocking fees and other charges applicable to the cancelled goods or services including those incurred or committed to by Graybar.

Signed: _____

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To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

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Unless noted the estimated ship date will be determined at the time of order placement.

Prepared By:

Christopher King
3350 W. Earll Drive
Phoenix, AZ 85017
christopher.king@graybar.com
D:602-269-4939

Proposal Name: El Mirage Dysart Well Wall Repair

Quote Name: El Mirage Dysart Well Wall Repair

Proposal Number: P-230407-3677002

Quote Number: Q-4033992

Quote Date: 04/12/2023

Through Addenda Number: 0

Sales Representative: Jose Romero

Conditions of Sale

Except as otherwise provided below, this Quotation is subject to Coordinated Project Terms. See <https://www.schneider-electric.us/en/download/document/0100PL0043>

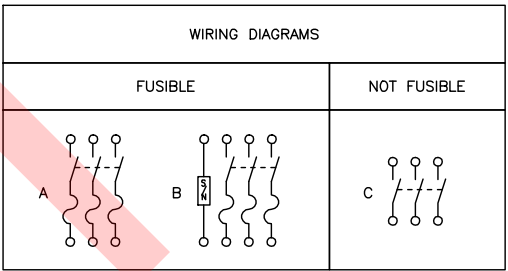
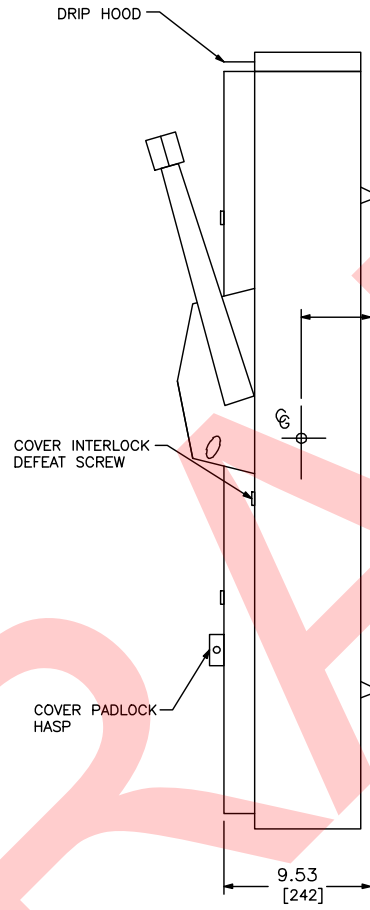
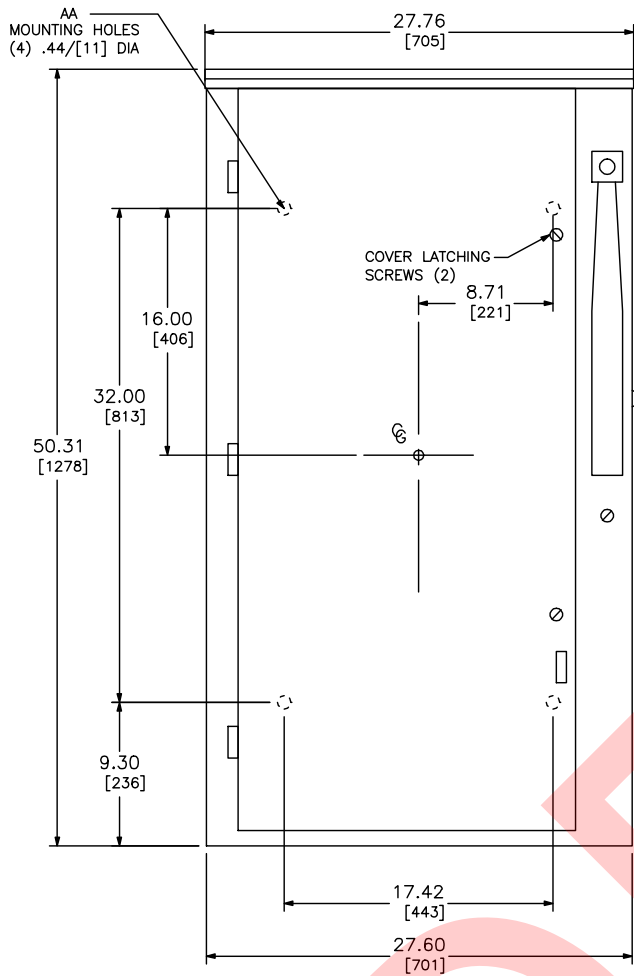
Notwithstanding any provision to the contrary in the referenced Coordinated Project Terms or any other documentation provided in connection with this proposal, this quote is valid for 30 days. Quoted lead times are approximate and subject to change.

Schneider Electric reserves the right to amend, withdraw or otherwise alter this submission without penalty or charge as a result of any event beyond its control arising from or due to the current Covid-19 epidemic or events subsequent to this epidemic / pandemic including changes in laws, regulations, by laws or direction from a competent authority.

Seq #	Qty	Product Description
1	1	Designation : Product Details: 1 - HU365R-SWITCH NONFUSIBLE HD 600V 400A 3P NEMA3R Enclosure Type: Type 3R Fuse Capability: Non-Fused Max System Voltage: 600Vac Switch Current Rating: 400A System Used: 3 Wire (3 Poles) Neutral Kit: H600SN Ground Lug: PKOGTA2 Processed by ACE 2.0 - 04172018 1 - H600SN-NEUTRAL ASSEMBLY INSULATED GROUNDABLE 1 - PKOGTA2-EQUIP GRD ASSY 240V + 600V 100-200

Seq #	Qty	Product Description
2	1	Designation : Product Details: 1 - H361RB-SWITCH FUSIBLE HD 600V 30A 3P NEMA3R Enclosure Type: Type 3R Interrupting Rating (AIR): 200kA Fuse Capability: Class R Max System Voltage: 600Vac Switch Current Rating: 30A System Used: 3 Wire (3 Poles) Processed by ACE 2.0 - 04172018 Class R Fuse Kits: RFK03H 1 - RFK03H-KIT CLASS R FUSE REJECTION

Seq #	Qty	Product Description
3	1	Designation : Product Details: 1 - NQ ML PNLB (INT ENCL)-NQ Panelboard Consisting of 120/240V 1Ph 3W 60Hz SCCR: 10kA Fully Rated Main Lug Only: 225A Incoming Conductors: 1 - #6 - 350 kcmil Bus: 225A Rated Copper: Silver/Tin Plated CU Ground Bar 30 Circuit Interior Type 3R/5/12Box: 32H x 20W x 6.5D Incoming: Bottom Trim w/ Box Box Cat No: MH32WP Ref. Drawing: PBA711 Feeders: 2 - 20A/1P QOB 2 - 15A/1P QOB Optional Features: Ship Completely Assembled,Copper Solid Neutral,Copper Ground Bar Standard Nameplate: Engraved as Follows Line 1: Size: 3.50" Wide x 1.00" High (Std) Stainless/Screw-on



TERMINAL LUGS DATA

AMPERE	MAX WIRE	MIN WIRE	TYPE
400	(1) 750 KCMIL OR (2) 300 KCMIL	(1) #1/0 AWG OR (2) #1/0 AWG	AL OR CU

SEISMIC NOTES:
 USE (4) 3/8" DIA GRADE 5 STEEL MOUNTING BOLTS @ HOLES AA
 MAX CONFIGURED WEIGHT 179 LB FOR THE PURPOSE OF DETERMINING
 SEISMIC ANCHORAGE REQUIREMENTS. FOR ALL OTHER APPLICATIONS,
 CONTACT SCHNEIDER ELECTRIC.

NOTES:
 FINISH - GRAY BAKED ENAMEL
 UL LISTED - FILE E-154828
 ALL NEUTRALS - INSULATED GROUNDABLE
 SUITABLE FOR USE AS SERVICE EQUIPMENT
 SHORT CIRCUIT CURRENT RATINGS:
 10,000 AMPERES WHEN USED WITH OR PROTECTED BY CLASS H OR K FUSES.
 200,000 AMPERES WHEN USED WITH OR PROTECTED BY CLASS R FUSES HAVING
 CLASS R REJECTION KITS INSTALLED OR CLASS J FUSES.

NEMA TYPE 3R
 NO KNOCKOUTS

NOTE: SIDE HINGED DOOR

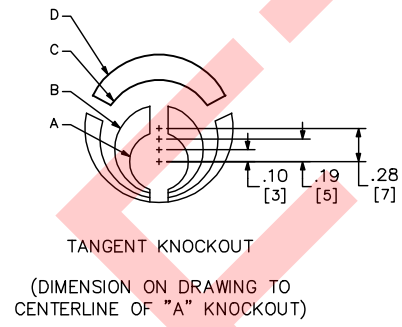
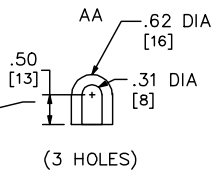
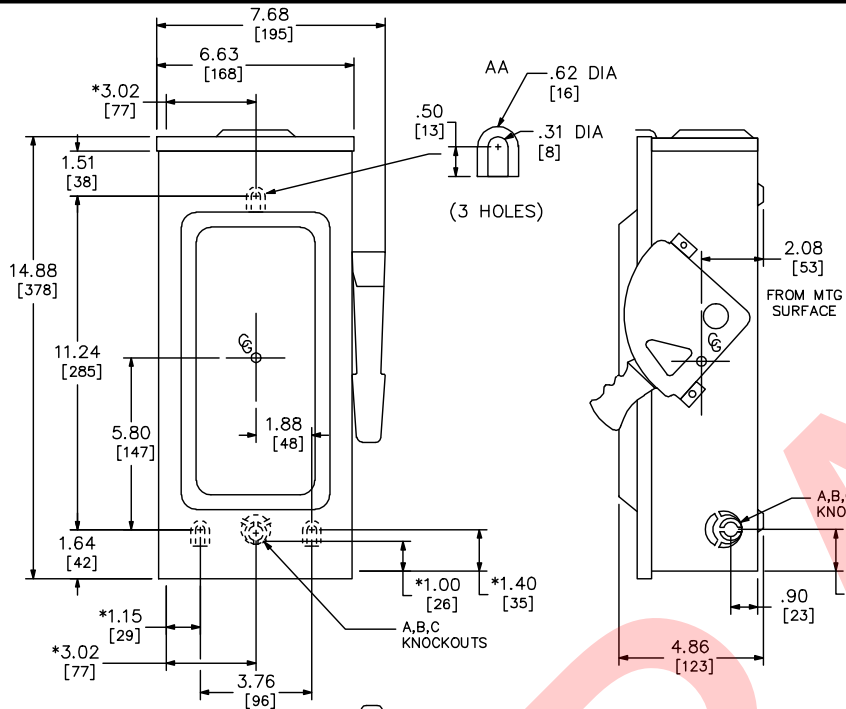
DUAL DIMENSIONS: INCHES
 MILLIMETERS

CATALOG NUMBER	VOLTAGE RATINGS	WIRING DIAG	HORSEPOWER RATINGS							
			240VAC		480VAC		600VAC		250 VDC	600 VDC
			STD	MAX	STD	MAX	STD	MAX	STD	STD
H325NR	240VAC;250VDC	B	50	125	-	-	-	-	50	-
H325R	240VAC;250VDC	A	50	125	-	-	-	50	-	
H365NR	600VAC;600VDC	B	50	125	100	250	125	350	50	50
H365R	600VAC;600VDC	A	50	125	100	250	125	350	50	50
HU365R	600VAC;600VDC	C	-	125	-	250	-	350	50	50

HEAVY DUTY SAFETY SWITCHES
 VISIBLE BLADE TYPE
 400 AMPERE - SERIES E5
 ENCLOSURE - NEMA TYPE 3R RAINPROOF (SUFFIX R)
 SEISMIC

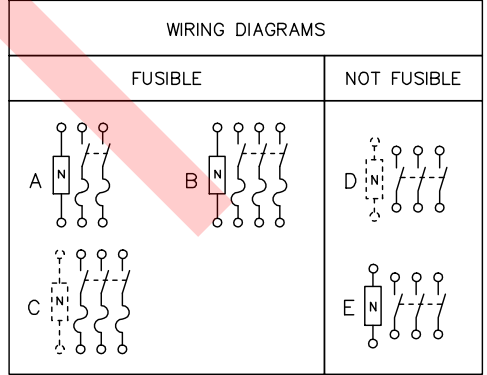


DWG# 3455S
 NO.



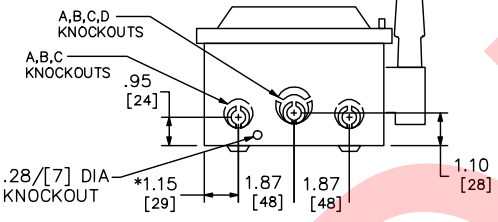
NEMA TYPE 3R

SEISMIC NOTES:
 USE (3) 1/4" DIA GRADE 5 STEEL MOUNTING BOLTS @ HOLES AA
 MAX CONFIGURED WEIGHT 8 LB FOR THE PURPOSE OF DETERMINING
 SEISMIC ANCHORAGE REQUIREMENTS. FOR ALL OTHER APPLICATIONS,
 CONTACT SQUARE D COMPANY.



TERMINAL LUGS			
AMPERES	MAX WIRE	MIN WIRE	TYPE
30	#6 AWG	#14 AWG	AL OR CU

SYMBOL	KNOCKOUTS			
	CONDUIT SIZE		DIAMETER	
	IN	MM	IN	MM
A	.50	13	.88	22
B	.75	19	1.13	29
C	1.00	25	1.38	35
D	1.25	32	1.75	44



*DIMENSIONS TO BOX (NOT COVER)

CATALOG NUMBER	VOLTAGE RATINGS	AMPERAGE RATINGS	WIRING DIAG	HORSEPOWER RATINGS														
				240VAC				480VAC				600VAC		250 VDC	600 VDC			
				STD		MAX		STD		MAX		STD	MAX	STD	MAX			
				1Ø	3Ø	1Ø	3Ø	1Ø	3Ø	1Ø	3Ø	1Ø	3Ø					
H221NRB	240VAC,250VDC	30	A	1 1/2●	3‡	3●	7 1/2‡	-	-	-	-	-	-	5●	-	-	-	
H321NRB	240VAC,250VDC	30	B	1 1/2▲	3‡	3▲	7 1/2‡	-	-	-	-	-	-	5▲	-	-	-	
H361NRB	600VAC,600VDC	30	B	-	-	-	-	3▲	5‡	7 1/2▲	15‡	-	7 1/2	-	20	5▲	10▲	15▲
H361RB	600VAC,600VDC	30	C	-	-	-	-	3▲	5■	7 1/2▲	15■	-	7 1/2	-	20	5▲	10▲	15▲
HU361RB	600VAC,600VDC	30	D	-	-	5▲	10■	-	-	7 1/2▲	20■	-	-	10▲	30	-	5▲	15▲
HU361RBEI	600VAC,600VDC	30	D	-	-	5▲	10■	-	-	7 1/2▲	20■	-	-	10▲	30	-	5▲	15▲
HU361NRB	600VAC,600VDC	30	E	-	-	5▲	10‡	-	-	7 1/2▲	20‡	-	-	10▲	30	-	5▲	15▲

- NOTES:
 UL LISTED - E2875
 FINISH - GRAY BAKED ENAMEL
 ALL NEUTRALS - INSULATED
 WHEN MOUNTING THESE SWITCHES, ALLOW 3.00/[76] MIN CLEARANCE BETWEEN ENCLOSURES FOR OPENING OF SIDE HINGED DOOR.
 ▲ USE BOTH OUTER SWITCHING POLES
 ● USE BOTH SWITCHING POLES
 ■ IF CORNER GROUNDED DELTA, INSTALL NEUTRAL AND USE OUTER SWITCHING POLES FOR UNGROUNDED CONDUCTORS.
 ‡ FOR CORNER GROUNDED DELTA ONLY, USE OUTER SWITCHING POLES FOR UNGROUNDED CONDUCTORS.

HEAVY DUTY SAFETY SWITCHES - SEISMIC
 VISIBLE BLADE TYPE
 30 AMPERE
 ENCLOSURE - NEMA TYPE 3R RAINPROOF

SQUARE D
 by **Schneider Electric**

DWG# 2229S
 NO. 2229S



BROWN
 WHOLESALE ELECTRIC
 A Division of WESCO Distribution, Inc.

10209 W ROOSEVELT ST
 BUILDING 2
 AVONDALE AZ 85323

Quotation

UNLESS THERE ARE DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS CONTAINED IN A MASTER AGREEMENT THAT MODIFY WESCO'S STANDARD TERMS, BUYER AGREES THAT THIS QUOTE AND ANY RESULTING PURCHASE ORDER WILL BE GOVERNED BY WESCO'S TERMS AND CONDITIONS AVAILABLE AT [HTTP://WWW.WESCO.COM/TERMS AND CONDITIONS OF SALE.PDF](http://www.wesco.com/terms_and_conditions_of_sale.pdf), WHICH TERMS ARE INCORPORATED HEREIN BY REFERENCE AND MADE PART HEREOF. PLEASE CONTACT THE SELLER IDENTIFIED ON THIS QUOTE IF YOU REQUIRE A PRINTED COPY.

To: FELIX CONSTRUCTION CO
 2530 S. 52ND AVE
 PHOENIX AZ 85043

Date: 04/10/23
 Branch: 7539
 Project Number: QUOTE ONLY
 Project Name EL MIRAGE HOFFMAN
 Quoted To:
 Date of Your Inquiry: 04/10/23
 When ordering please refer to Quotation Number: 960271

Item	Quantity	Catalog Number and Description	Unit Price	U/M	Total Price	Rate of Cash Discount	Shipping Time (Weeks)	Customer Delivery Date
		EB=ERIC *****						
15	1	HOFF A723624FS TYPE 12 ENCL. 72.06X A723624FS FACTORY STK 1-2WKS FFA	1565.260	E	1565.26	2.00		04/10/23
17	2	HOFF A72P36F1 FULL PANEL 60.00X32.0 A-72P36F1 NEVADA DC STOCK FFA	314.840	E	629.68	2.00		04/10/23
19	1	HOFF ADK36A DRIP SHIELD KIT FOR B=36.00 ADK36A FACTORY B/O TILL 4/24	83.550	E	83.55	2.00		04/10/23
21	2	HOFF AVK66 LOUVER PLATE KIT 7.88X7. AVK66 FACTORY STK 1-2WKS FFA	30.870	E	61.74	2.00		04/10/23
23	2	HOFF AFLT66 FILTER FOR LOUVER KIT A A-FLT66	31.120	E	62.24	2.00		04/10/23

F.O.B. Point of Shipment. The prices stated in this offer shall, unless renewed, automatically expire fifteen days (15) from the date of this offer. Prices quoted are subject to adjustment should Duty and Tariff rates change from time of bid/quotation to time of order. WESCO reserves the right to adjust its pricing for Goods affected directly or indirectly by changing duties/tariffs/trade agreements and significant currency fluctuations.
 Per:



BROWN
 WHOLESALE ELECTRIC
 A Division of WESCO Distribution, Inc.

10209 W ROOSEVELT ST
 BUILDING 2
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Item	Quantity	Catalog Number and Description	Unit Price	U/M	Total Price	Rate of Cash Discount	Shipping Time (Weeks)	Customer Delivery Date
		FACTORY STK 1-2WKS FFA						
		SUB-TOTAL			2402.47			
		TOTAL			2402.47			

F.O.B. Point of Shipment. The prices stated in this offer shall, unless renewed, automatically expire fifteen days (15) from the date of this offer. Prices quoted are subject to adjustment should Duty and Tariff rates change from time of bid/quotation to time of order. WESCO reserves the right to adjust its pricing for Goods affected directly or indirectly by changing duties/tariffs/trade agreements and significant currency fluctuations.
 Per:



Per 1000'	
THHN	Sell Price
14 SOL	90.22
12 SOL	138.43
10 SOL	216.56
14 STR	100.35
12 STR	148.30
10 STR	226.79
8	429.95
6	661.51
4	1,012.31
3	1,276.80
2	1,598.18
1	1,739.60
1/0	2,129.83
2/0	2,623.57
3/0	3,311.06
4/0	4,133.07
250 MCM	4,789.19
300 MCM	5,743.43
350 MCM	6,724.98
400 MCM	7,650.05
500 MCM	9,666.39
600 MCM	12,167.95
750 MCM	20,361.11

Per 1000'	
XHHW - CU - Black	Sell Price
14 STR	140.86
12 STR	191.22
10 STR	286.62
8	511.30
6	776.67
4	1,142.89
3	1,404.76
2	1,763.71
1	1,889.80
1/0	2,361.55
2/0	2,951.29
3/0	3,694.69
4/0	4,633.86
250 MCM	5,344.21
300 MCM	6,353.71
350 MCM	7,423.47
400 MCM	8,465.15
500 MCM	10,558.36
600 MCM	13,332.81
750 MCM	21,727.03

Per 1000'	
AL THHN/XHHW	Sell Price
6	330.55
4	408.33
2	518.08
1	713.97
1/0	697.48
2/0	824.30
3/0	1,023.40
4/0	1,137.53
250 MCM	1,388.63
300 MCM	1,918.71
350 MCM	1,950.42
400 MCM	2,280.13
500 MCM	2,514.74
600 MCM	3,186.86
700 MCM	3,678.91
750 MCM	3,716.95
900 MCM	
1000 MCM	6,360.76

Per 100'					
PIPE	PVC - SCH 40	IMC	GALV	EMT	
1/2	61.96	154.02		239.79	51.47
3/4	74.43	182.57		248.60	90.52
1	117.42	279.38		394.81	154.68
1 1/4	156.45	391.23		586.00	250.80
1 1/2	181.38	487.03		661.24	306.12
2	226.16	611.16		814.02	359.44
2 1/2	354.50	1,205.19		1,523.76	544.67
3	432.98	1,574.08		1,736.96	689.74
3 1/2	594.14	1,849.97		2,269.08	910.90
4	591.77	2,077.87		2,409.31	936.04
5	843.26				
6	1,102.89				
8	2,117.65				

Per 1000'	
BARE COPPER SD	Sell Price
BARE 6 SOL	558.62
BARE 4 SOL	913.83
BARE 2 SOL	1,439.66
BARE 8 STR	362.01
BARE 4 STR	942.08
BARE 2 STR	1,484.18
BARE 1/0	1,985.85
BARE 2/0	2,542.09
BARE 3/0	2,931.86
BARE 4/0	4,035.81

250' COILS	
1000ft Reels add \$10.00	
MC ALUM	Sell Price
14/2 MC	742.79
14/3 MC	1,252.20
12/2 MC	651.45
12/3 MC	1,150.27
12/4 MC	1,855.18
10/2 MC	1,701.41
10/3 MC	2,384.42
10/4 MC	3,743.30
8/2 MC	1,800.72
8/3 MC	2,533.52
6/2 MC	2,666.27
6/3 MC'	3,662.36
12/2 HCF	1,140.57
12/3 HCF	1,681.65
10/3 HCF	2,943.64
10/2 HCF	1,886.48
12/2 STR	843.44
12/3 STR	1,307.07

250' COILS	
1000ft Reels add \$10.00	
ROMEX NM-B	Sell Price
2C #14 WG	356.85
2C #12 WG	528.59
2C #10 WG	859.91
2C #8 WG	1,472.67
2C #6 WG	2,079.88
3C #14 WG	443.06
3C #12 WG	676.15
3C #10 WG	1,070.75
3C #8 WG	2,073.22
3C #6 WG	3,029.83

SER Per 1000'	
Size	SER/AL
6-6-6-6	1,517.41
4-4-4-6	1,869.65
2-2-2-4	2,505.19
1-1-1-3	3,260.63
1/0-1/0-1/0-2	3,549.25
2/0-2/0-2/0-1	4,297.86
3/0-3/0-3/0-1/0	5,300.85
4/0-4/0-4/0-2/0	5,960.49

Conduit per 100'	
	DB120
2	179.45
2 1/2	235.31
3	357.29
4	596.22
5	889.57

Per 100'				
FLEX	Flexsteel	Alumaflex	UA	
3/8	57.92	51.44	94.65	
1/2	68.24	57.12	117.69	
3/4	87.55	78.71	160.65	
1	168.21	141.09	284.9	
1 1/4	208.15	196.66	382.86	
1 1/2	331.66	277.64	383.15	
2	408.89	362.09	500.53	
2 1/2	536.6	461.26		
3	861.42	761.33		
3 1/2	975.46	860.73		
4	1110.2	983.64		

Price subject to change without notice
All wire priced per 1000 ft
All conduit priced per 100 ft

Electronic Payment Clearinghouse

Berkley Risk Administrators Company
Arizona Municipal Risk Retention Pool
222 South Ninth Street Suite 2700
Minneapolis MN 55402

3/23/23 11:16 AM 3 0003739 20230511 UE50L101 8W-ENV1 1 oz DOM UE50L10000* 158568 CN



EL MIRAGE CITY OF
10000 N EL MIRAGE RD
EL MIRAGE AZ 85335-3607



Internal ID: xB70C1404 **Payee ID:** REGCCPRD:14843381 **EPC Draft #:** 293970095 **Payment Date:** 05/10/2023 **Page 1 of 3**

Payor: Arizona Municipal Risk Retention Pool **Check Number:** 6120826032
Payor ID: 10020
Payee ID: REGCCPRD:14843381

Bill Detail

Claimant Name: El Mirage, City Of **Amount:** 52,655.84
Claim Number: BCLM CP 000000273026 **Invoice Date:** 05/07/2023
Policy Number: 2000087 **Invoice Number:** IREGCCPRD:24300920
Employer/Insured: El Mirage, City Of **Incident Date:** 03/12/2023
From-To: 1/1/00-1/1/00 **Payment type:** VEND
Vendor Number: REGCCPRD:14843381
Remarks:

Statement Summary	Charged	Reductions	Net Payment Amount
	52,655.84	0.00	52,655.84

Are you struggling with receiving check payments in a timely manner? Interested in receiving payments and submitting ebills more expediently? These challenging times clearly demonstrate an immediate need for our industry to transition to electronic billing and payment methods. **Jopari Solutions is here to help!** If you would like to obtain information about enrolling in electronic billing, Virtual Card, or EFT payment receipt, please contact Jopari Solutions at 1-800-630-3060, via email at Support@Jopari.com, or visit: www.Jopari.com. Reduce your payment turnaround time - Enroll Today.

Comments:



Berkley Risk Administrators Company
Arizona Municipal Risk Retention Pool
222 South Ninth Street Suite 2700
Minneapolis MN 55402

HUNTINGTON NATIONAL BANK ⁵⁶⁻¹⁵¹²
Westerville OH 43081 ₄₄₁
Electronic Payment Clearinghouse
Echo Health, Inc.

DRAFT NO. 293970095
DRAFT DATE 05/10/2023

PAYABLE THROUGH DRAFT Fifty-Two Thousand Six Hundred Fifty-Five & 84 / 100 DOLLARS.

TO THE ORDER OF EL MIRAGE CITY OF
10000 N El Mirage Rd
El Mirage AZ 85335

AMOUNT
*****\$52,655.84

VOID AFTER 500 DAYS

William Primmick

⑈ 293970095⑈ ⑆044115126⑆ 01669508612⑈





**CITY OF EL MIRAGE
JOB ORDER CONTRACT
WATER AND WASTEWATER PROJECTS - PW19 - JOC02**

THIS CONTRACT is made and entered into this ____ day of _____, 20 ____, (“Effective Date”), by and between the City of El Mirage, an Arizona municipal corporation (“City”), and Felix Construction Company, a(n) Arizona corporation (“Contractor”).

RECITALS

- A. The City of El Mirage is authorized and empowered by provisions of the City Code to execute contracts for professional services by and through its City Manager;
- B. The City desires to provide construction services on an as-needed basis to support the work for the Water and Wastewater Job Order Contract program, as more fully described in the Scope of Work and referred to as the “Project;”
- C. The City requires professional services for this Project and desires to contract with the Contractor to provide these services.
- D. Contractor is duly qualified to perform the requested services.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1. PROJECT DESCRIPTION

This Job Order Contract (JOC) is for the Contractor to perform a broad range of on-call maintenance, repair, rehabilitation and construction projects relating to water and wastewater maintenance, repair, and construction services in the City of El Mirage and City of Surprise Original Town Site. For projects determined by the City to be appropriate for this JOC, the City will request the Contractor prepare a scope of work, cost proposal, and project schedule. If acceptable, the City will issue an individual job order agreement and direct the Contractor to proceed with the work. The Contractor is neither guaranteed a minimum amount of work nor any jobs at all. The City reserves the right and will issue job order agreements based on the ability of the Contractor to meet the City’s work schedule and the availability of trades and expertise in relation to each project.

2. SCOPE OF WORK

The City of El Mirage owns and maintains a network of water and wastewater facilities and infrastructure. Currently the City owns one (1) water reclamation facility, ten (10) water production facilities, one (1) wastewater lift station, approximately one hundred twenty (120) miles of water distribution lines and approximately sixty (60) miles of sewer lines.

The scope of work will include work tasks as requested and described below relating to a variety of water and wastewater projects. These projects will include any or all of the following: earthwork and landscaping, structural, electrical, mechanical, instrumentation and control, and any other related functions required.

The following activities may be included in individual projects. If the Contractor does not have direct expertise in some of these areas, they must demonstrate the knowledge needed to act as the general

contractor utilizing specialty subcontractors for specific work elements.

Work Activities (including but not limited to):

- a. Permitting – obtain all necessary permits required to complete projects, including but not limited to; off-site/right-of-way, building safety, dust control, traffic control, etc.
- b. Installation of new water, reclaimed water, wastewater, and storm drainage and pipelines and all appurtenances including related work.
- c. Rehabilitation of new water, reclaimed water, wastewater, and storm drainage and pipelines and all appurtenances including related work.
- d. Asphalt/concrete repair – Ensure proper repair or replacement including full depth section, overlays, and patches to restore damaged areas.
- e. Installation of landscaping to restore areas damaged by construction.
- f. Utility locating (potholing) underground utilities and obstructions.
- g. Preparation of construction estimates – City staff may desire to use the Contractor during capital project planning or design stages to perform construction estimates.

3. LOCATION OF THE WORK

All work is located within the City of El Mirage and the City of Surprise Original Town Site, Maricopa County, Arizona.

4. CONTRACTORS LICENSE

Contractor shall be a licensed contractor through the Arizona Registrar of Contractors and have the proper classification to perform the work specified in this contract.

5. CONTRACT TERM

This Contract is a three (3) -year contract and commences on February 1, 2019, and expires January 31, 2022. The City may at its sole option and with the consent of the Contractor, extend the period of this Contract up to two (2) additional years in one (1) -year increments. The Contractor shall be notified in writing when the contract renewal has been approved within thirty (30) days of contract expiration.

Either party has the right to cancel this contract at any time with a thirty (30) -day written notice.

6. GUARANTEE

The Contractor shall guarantee all work and operation of materials provided for one (1) year after completion of the work.

7. ORDERING WORK

- a. Contractor shall provide the City with a written cost proposal for each project.
Proposals shall be itemized per the job pricing matrix and the job order cost proposal. Estimates are binding on the Contractor. However, conditions which will alter the original estimate may be brought to the attention of the City's Project Manager ("Project Manager") for approval. Such notification will occur quickly enough so as not to delay any project underway.
- b. Contractor shall proceed with work only upon obtaining an off-site/ROW permit from the Engineering Department and the receipt of a purchase order. The City will waive any City of El Mirage permit fees.

8. SCOPE OF WORK MEETING

Prior to the commencement of any work on a project, a scope meeting will be held. Minimum attendance of the Contractor's staff shall include a responsible company official and the job superintendent. The agenda will include:

- Critical elements of the work schedule.
- The traffic control plans in writing.
- Coordination with the involved utility firms.
- Emergency telephone numbers for all representatives involved in the course of construction.
- Names and telephone numbers for all subcontractors proposed for use on the project.

9. CONTRACTOR'S CONSTRUCTION SCHEDULE

The Contractor shall prepare and submit for approval a construction schedule outlining the proposed sequence of operations. The schedule shall conform to specific limitations of operations specified herein and to the approved traffic control plan.

10. CHANGES IN THE WORK

The Public Works Director may at any time, as the need arises, order changes within the scope of work of any job order agreement without invalidating the agreement. If such changes increase or decrease the amount due under the Contract documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by written change order.

The Public Works Director also, may at any time, by issuing a written field order, make changes in the details of the work for any job order agreement. The Contractor shall proceed with the performance of any changes in the work so ordered unless the Contractor believes that such written field order entitles him/her to a change in Contract price or time, or both, in which event Contractor shall give the City written notice thereof within three (3) days after the receipt of the field ordered change, and the Contractor shall not execute such changes pending the receipt of an executed change order or further written instruction from the City.

11. LAYOUT, FIELD MEASUREMENTS AND INSPECTION OF SURFACES

Contractor shall be solely responsible for the accuracy of measurements and laying out their own work and shall make good any errors due to faulty measurements taken, information obtained, layout, or failure to report discrepancies. The City will assist the Contractor in establishing preliminary working lines and benchmarks.

The Contractor shall notify the Project Manager in writing of any defects noted in such surfaces that are to receive their work. The Project Manager will direct such surfaces to be remedied.

12. INSPECTION

City Inspectors ("Inspectors") will monitor the work site(s) to report as to the progress of the work, the manner in which it is being performed, and report whenever it appears that material furnished or work performed by the Contractor fails to fulfill the requirements of the job order agreement. The Inspectors may direct the attention of the Contractor to such failures or infringement.

In a case of a dispute arising between the Inspector and the Contractor as to material furnished or the manner of performing the work, the Inspector shall have the authority to reject materials or suspend the work until the question and issue can be referred to and decided by the Public Works Director or designee. Inspectors are not authorized to revoke, alter, enlarge, relax, or release any requirements of the specifications. Inspectors shall in no case act as foremen or perform other duties for the Contractor or interfere with the management of the work by the Contractor.

Inspection or supervision by the Public Works Director or designee shall not be considered as direct control of the individual worker and/or their work. The direct control shall be solely the responsibility of the Contractor.

13. PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK

The Contractor shall properly guard and protect all finished or partially finished work, and shall be responsible for the same until the entire contract is completed and accepted by the City. Partial payment on work so completed shall not release the Contractor from such responsibility, but they shall turn over the entire work in full accordance with these specifications before final settlement shall be made.

14. STOCKPILE OF MATERIALS

The Contractor may, if approved by the Project Manager, place materials in the public right-of-way provided they do not prevent access to adjacent properties or prevent compliance with traffic regulations. Traffic shall not be required to travel over stockpiled materials, and proper dust control shall be maintained.

15. SUPERVISION BY CONTRACTOR

The Contractor shall supervise and direct the work and shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor shall employ and maintain at the work site a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The representative shall have full authority to act on behalf of the Contractor and all communications given to the representative shall be as binding as if given to the Contractor. The representative shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

16. STANDARD SPECIFICATIONS AND DETAILS

Except as otherwise noted, construction of this project and all work done under this Contract shall be in accordance with these specifications and all applicable Uniform Standard Specifications For Public Works Construction sponsored and distributed by Maricopa Association of Governments (MAG), MAG Standard Details, the City of El Mirage supplements to MAG Standard Details, and City of Surprise supplements to MAG Standard Details, including the latest approved revisions thereto in force at the time of bid advertisement, which shall be referred to hereinafter as the "Standard Specifications." In all cases where accepted standards (American Water Works Association (AWWA), American National Standards Institute (ANSI), American Association of State Highway and Transportation Officials (AASHTO), Arizona Department of Transportation (ADOT), American Society for Testing and Materials (ASTM), MAG, etc., are referred to in the "Standard Specifications," the latest revisions as of bid advertisement shall prevail.

17. DUMPING AND DISPOSAL OF WASTE

The Contractor is responsible for the cost to dispose of all waste products including excess earth material which will not be incorporated into the work under this contract. The waste product referred to herein shall become the property of the Contractor, unless otherwise directed by the Public Works Director.

18. CLEAN UP

Clean up shall include the removal of all excess materials in conjunction with the project accumulated on any driveways, curbs, landscaping, or any other surface. No special payment will be made for this item.

The Contractor shall, upon completion of the work, remove all temporary construction facilities, debris, and unused materials provided for in the work, and put the work site of the work and public right-of-way in a neat and clean condition. No special payment will be made for this item.

19. DUST PREVENTION

The Contractor shall take whatever steps, procedures or means required to prevent abnormal dust conditions due to construction operations in connection with this contract. The dust control measures shall be maintained at all times during construction of the project to the satisfaction of the Public Works Director and in accordance with the requirements of the Maricopa County Health Department Air Pollution Control and Environmental Protection Agency (EPA) regulations. Contractor will work under the City's Dust Control permit.

20. MISCELLANEOUS REMOVAL AND RELOCATIONS

Miscellaneous removals and relocations shall be construed to mean the removal of all unsuitable materials whether designated or implied by the plans and specifications and shall include but not be limited to the removal of such items as pipes, concrete, asphalt, block, brick, rock, metal, etc. of every nature and description, unless such items are specifically designated in a separate line item. Certain items require

temporary removal and reinstallation such as mail box stands, sign posts, survey monument frames and covers, etc., and are included in this category.

21. TRAFFIC CONTROL

Most projects will be small enough where major traffic control will not be required. Quotes will be requested for each project. If the need for major traffic control arises for a certain project the cost for traffic control can be added as a separate line item. Any revisions shall be submitted to Public Works for review and approval.

All traffic shall be regulated in accordance with MAG Specifications; the City of Phoenix Traffic Barricade Manual, latest edition; and the Manual on Uniform Traffic Control Devices (MUTCD).

The Contractor shall have the full responsibility and liability for traffic control under each job order agreement. The Contractor shall submit a Traffic Control Plan to the Public Works Department for approval prior to beginning any work under any job order agreement. It shall be noted that Traffic under this Contract shall include all motor vehicles, bicyclists, and pedestrians.

The Contractor shall notify all adjacent or affected residents or businesses at least 48 hours in advance of any street, alley, sidewalk, and driveway closures and make suitable arrangements to have all vehicles moved to a satisfactory location outside the closed area.

Access shall be maintained to adjacent businesses at all times during construction. Where property has more than one point of access, no more than one access shall be restricted or closed at any one time. Access to adjacent private driveways shall be maintained during all non-working hours.

No measurement will be made for traffic control. No payment will be made for traffic control. The cost thereof shall be included in the price bid submitted for the construction or installation of the items to which such traffic control is incidental or appurtenant.

22. SURVEY CONTROL POINTS

Existing survey monuments shall be protected by the Contractor or removed and replaced under the direct supervision of the City Public Works Department. Prior to construction, it is the responsibility of the Contractor to notify the City of any survey monuments which need to be referenced off. Any monuments which are lost and have not been referenced off due to the Contractor's negligence and lack of notification to the City shall be replaced at the Contractor's expense. Lot corners shall not be disturbed without knowledge and consent of the property owner and only after such corner has been properly referenced for replacement.

23. PROTECTION OF EXISTING FACILITIES

The Contractor shall protect all existing facilities during construction. Utility poles that may be affected by the construction activities shall be protected and/or braced by the Contractor. The Contractor shall notify the appropriate Utility Company or agency of any construction that may affect their facilities and state the course of action, which will be taken to protect same.

24. TESTING OF MATERIALS

Most projects will be small enough where testing is not required. All tests shall be done according to City of El Mirage Material Testing Guidelines and results certified by an independent laboratory approved by the City. All material testing should be included in the project price.

25. COOPERATION WITH UTILITIES

- a. The Contractor shall assume full responsibility for all damage to all utilities, the locations of which have been made known to them due to their operations, and shall repair the damaged utilities as required herein, at their own expense.
- b. The Contractor shall contact the City's Public Works Department for blue-staking of all traffic signals, when required.

- c. The Contractor shall comply with the requirements of the A.R.S 40-360.21 through 40-360.29 in notification to the interested utility owners prior to the start of construction and shall ascertain the approximate locations of the various underground utilities shown on the plans, and as may be brought to their attention. The exact location of these underground utilities shall be determined by excavations made by the Contractor prior to any trenching operations. When the Contractor's operations result in damage to any utility, the location of which has been brought to their attention, they shall assume full responsibility for such damage.
- d. It is the Contractor's sole responsibility to coordinate with the utility companies to have any conflicts between existing utilities and the new construction project resolved. The City will not be held responsible for any delay claims due to such conflicts.
- e. Any waterlines or fire hydrants damaged during construction shall be replaced at the Contractor's expense as per the requirements of the MAG Standard Specifications.
- f. No water valve, sewer manhole or clean out shall be left damaged or inaccessible for more than seven (7) working days. If deficiencies are not corrected within the prescribed time period, the necessary repairs will be affected by the City at the Contractor's expense.

26. PROJECT COMPLETION

Project Completion is full completion of all construction associated with a job order agreement, including, but not limited to, punch list items, close out documentation, Operation & Maintenance manuals, warranties, and record drawings as certified by the Architect or Engineer of record.

27. FINAL ACCEPTANCE

Final Acceptance shall mean a written final acceptance of the work by the Public Works Director who shall make the final acceptance promptly after all work under the contract has been completed in accordance with the job order agreement and after final inspection.

28. APPLICABLE LAW

In the performance of this contract, Contractor shall abide by and conform to any and all laws of the United States, State of Arizona and City of El Mirage including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Contract. It is the policy of the City of El Mirage that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability.

This Contract shall be governed by the City. City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this Contract or in statutes pertaining specifically to the City. This Contract shall be governed by the laws of the State of Arizona. Any lawsuit pertaining to this Contract may be brought only in courts in the State of Arizona.

This Contract is subject to the provisions of A.R.S. §38-511. The City may, within three (3) years after its execution, cancel this Contract, without penalty or further obligation, made by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Contract on behalf of the City or any of its departments or agencies is, at any time while the Contract or any extension of the contract is in effect, an employee or agent of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of the Contract.

29. LEGAL REMEDIES

All claims and controversies shall be subject to resolution according to the terms of the City of El Mirage Procurement Code. In the event either party brings any action for any relief, declaratory or otherwise,

arising out of this Contract, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury or arbitration board, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment or by arbitration award.

30. ASSIGNMENT – DELEGATION

No right nor interest in this Contract nor delegation of any duty of Contractor shall be made without prior written permission of the City.

31. RIGHTS AND REMEDIES

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

32. FORCE MAJEURE

Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

33. BRIBES AND KICK-BACKS

The Contractor shall not by any means:

- a. Induce any person or entity employed in the construction of the Project to give up any part of the compensation to which that person or entity is entitled;

- b. Confer on any governmental, public or quasi-public official having any authority or influence over the project, any payment, loan subscription, advance, deposit of money, services or anything of value, present or promised;
- c. Offer nor accept any bribes or kick-backs in connection with the project from or to any individual or entity, including any of its trade contractors, subcontractors, consultants, suppliers or manufacturers of project goods and materials; or,
- d. Without the express written permission of the City, call for or by exclusion require or recommend the use of any subcontractor, consultant, product, material, equipment, system, process or procedure in which the General Contractor has a direct or indirect proprietary or other pecuniary interest.

34. RIGHT TO ASSURANCE

Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

35. RIGHT TO AUDIT RECORDS

The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City.

36. LICENSES

Contractor shall have at the time of bid submittal, and shall maintain in current status, all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract. The conclusion of the issuing authority in each case is to be deemed conclusive for the purposes of complying with this provision. Substantial compliance does not meet the minimum requirements of this or any provision hereof, or of any applicable law or other authority, and that strict compliance alone is adequate to meet those requirements, unless the City consents to such substantial compliance in writing at the time of bid submittal. The determination shall be made by the City.

37. PATENTS AND COPYRIGHTS

All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.

38. ADVERTISING

Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.

39. WORK METHODS

The methods, equipment and appliances used on the work shall be such as will produce a satisfactory quality of work, and shall be adequate to complete any job order agreement within the time limit specified.

Except as is otherwise specified, the Contractor's procedure and methods of construction may, in general, be of their own choosing, provided they follow best general practice and are calculated to secure results which will satisfy the requirements of the specifications and the supervision of the work.

The work covered by any job order agreement shall be carefully laid out in advance and performed in a manner to minimize interference with normal operation and utilization of the roads. The Contractor shall exercise caution during the course of this construction work to avoid damage to all known existing or possible unknown existing underground utilities. They shall conduct their construction operations in such a

manner as to avoid injury to their personnel and to avoid damage to all utilities. Any damage done will be repaired without delay and at the expense of the Contractor.

40. CITY PERMITS

The Contractor shall obtain a no fee engineering permit from the City of El Mirage and the City of Surprise. The Contractor will be responsible for any required Maricopa County permits or other agency permits.

41. INDEPENDENT CONTRACTOR

a. General

- i. The Contractor acknowledges that all services provided under this Contract are being provided as an independent contractor, not as an employee or agent of the City of El Mirage.
- ii. Both parties agree that this Contract is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing their profession elsewhere.

b. Liability

The City of El Mirage shall not be liable for any acts of Contractor outside the scope of authority granted under this Contract or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

c. Other Benefits

The Contractor is an independent contractor; therefore, the City will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.

42. WARRANTY

Each offer shall provide a one year warranty/guarantee against defects in materials, faulty workmanship and/or performance for all items required of the specifications. Contractor further warrants that all services provided under any job order agreement resultant of this Contract shall conform to the specifications of this Contract and any resulting job order agreement.

43. PAYMENT TERMS

If payment terms are not indicated, terms of NET 30 days shall be applied by the City. Payment terms to apply after receipt of invoice or final acceptance of the products/services, whichever is later. Payment terms offering less than twenty (20) days for payment will not be considered. A separate invoice shall be issued

for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.

44. PROVISIONS REQUIRED BY LAW

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

45. SEVERABILITY

The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

46. RELATIONSHIP TO PARTIES

It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.

47. INTERPRETATION-PAROL EVIDENCE

This Contract represents the entire Contract of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This Contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.

48. INSPECTION

All material and/or services are subject to inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be remedied immediately by the Contractor.

49. COMPLIANCE

The Contractor's products, services, and facilities shall be in full compliance with all applicable Federal, State, and local health, environmental, and safety laws, regulations, standards, and ordinances, regardless of whether or not they are referred to by the City. All transactions related to this Contract and any order resulting from it shall be governed by the laws of the State of Arizona. Contractor is to supply Safety Data Sheets (S.D.S.) in accordance with Federal requirements. Contractor entering the City workplace with hazardous materials or using hazardous materials on any City property or right-of-way shall supply the City with a S.D.S. covering those particular products the Contractor may expose City employees or the general public to while working at the site. The S.D.S. must be in compliance with OSHA Regulation 1910.1200, paragraph g.

50. LOSSES AND DAMAGES

All loss or damage arising out of the nature of the work to be done or from the action of the elements or from any unforeseen circumstances in the prosecution of the same, or from any unusual obstructions or difficulties which may be encountered in and/or during the prosecution of the work, or from any casualty whatsoever of every description, shall be sustained and borne by the Contractor at its own cost and expense.

51. CHARACTER AND STATUS OF WORKERS

Only skilled supervisors and workers shall be employed on work requiring special qualifications. When required by the Public Works Department, the Contractor shall discharge any person who is, in the opinion of the Public Works Director, disorderly, dangerous, insubordinate, incompetent, or otherwise objectionable. The Contractor shall keep the City harmless from damages or claims for compensation that may occur in the enforcement of this section. The Contractor shall be responsible for assuring the legal working status of its employees and its subcontractor's employees.

52. TRAFFIC

All traffic affected by services performed pursuant to this contract shall be regulated in accordance with the *City of Phoenix -Traffic Barricade Manual*, latest edition and the City of Phoenix in the Traffic Barricade Manual shall be referred to as the City of El Mirage City Engineering Department for interpretation.

53. INSURANCE REQUIREMENTS

The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies possessing a current A.M. Best, Inc. Rating of A- and duly licensed to do business in the State of Arizona with policies and forms satisfactory to the City. All insurance required herein shall be maintained in full force and effect at all times during the term and any extension of this contract; failure to do so may, at the sole direction of the City, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance, and any insurance or self-insurance maintained by the City shall not contribute to it. Any failure to comply with the claim reporting provisions of the policies or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect the City. The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's work or service.

The insurance policies may contain deductibles which shall not exceed twenty-five percent (25%) of the contract price. The Contractor shall be solely responsible for deductible retention and the City, at its option, may require the Contractor to secure the payment of such deductible. No insurance required under this contract may be written on a "claims made" basis.

The City reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

The insurance policies, except Workers' Compensation, required by this Contract shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

54. REQUIRED INSURANCE COVERAGE

a. General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$3,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products/completed

operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract, which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 000211093 or any replacement thereof.

Any Contractor subletting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Work or Contractor's operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

b. Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$300,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage shall be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

c. Workers' Compensation

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor shall require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

55. CERTIFICATES OF INSURANCE

Prior to commencing Services under this Contract, Contractor shall furnish the City with Certificates of Insurance (naming the City as additionally insured), or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. If a policy does expire during the life of the contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

56. CONTRACT DEFAULT

The City, by written notice of default to the Contractor, may terminate the whole or any part of this contract immediately in any one of the following circumstances:

- a. If the Contractor performs the services in a manner the City determines creates an unreasonable risk of harm or injury to the public or any property of the City; or
- b. If the Contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of five (5) calendar days after receipt of notice.

57. TERMINATION FOR CONVENIENCE

The City reserves the right to terminate any contract, with or without cause, upon thirty (30) days written notice. The City shall be responsible for the payment for services completed by Contractor prior to the effective date of the termination.

58. DELAY IN EXERCISING CONTRACT REMEDY

Failure or delay by the City to exercise any right, power, or privilege shall not be deemed a waiver thereof.

59. TAX EXEMPTION

The City is exempt from paying Federal Excise Taxes and shall furnish an exemption certificate upon request.

60. LATE SUBMISSION OF CLAIM

The City will not honor any invoices or claims which are tendered more than six (6) months after the last item of the account accrued.

61. LIABILITY

Except for the negligence of the City, its officers, managers, employees, or agents, Contractor shall be liable to the City for any physical damage to City property or for the death of, or personal injury to, City personnel arising out of Contractor's occupancy, maintenance, repair, replacement, installation and/or any other work performed pursuant to the contract. Contractor agrees to indemnify, defend and hold the City harmless from any claim or loss arising from such damage or injury.

62. CONTRACT SUBJECT TO APPROPRIATIONS

Payments by the City required under the terms of this contract are subject to appropriation by the Council of the City of El Mirage. The obligation of City to make any payment pursuant to this contract is a current expense of the City, payable exclusively from annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the fee amounts as set forth in this contract during any succeeding fiscal year, City shall provide Contractor written notice that this contract shall terminate at the end of the current fiscal year and that City shall be relieved of any subsequent obligation of payment under this contract upon such termination and neither the City nor any official or employee of the City shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

63. COOPERATIVE USE OF CONTRACT

In addition to the City of El Mirage, this Contract may be extended for use by other municipalities, government agencies and governing bodies, including the Arizona Board of Regents, and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter and/or rules and regulations of the respective entity and the approval of the Contractor.

64. AUTHORITY AND APPROVALS

Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter into this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

City of El Mirage,
an Arizona municipal corporation

By: J. Crystal Dyches
Its: City Manager

ATTEST

City Clerk

APPROVED AS TO FORM:

City Attorney

Felix Construction Company,

a(n) Arizona Corporation

By: David Giannetto

Its: Principal

Attachment "B"
SAMPLE JOB ORDER AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between _____, (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:

CONTRACTOR:

Public Works Department Director

(Contractor Representative)

EXHIBIT A
SCOPE OF WORK

(Attach Contractor Scope of Work)

PW19 - JOC02 JOB ORDER COST PROPOSAL

CONTRACTOR NAME:	
-------------------------	--

Contract Type:	Water Wastewater JOC - PW19-JOC02
Job Order #:	
City Project Manager:	
Fee Type:	
Location:	
Job Title:	

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

Description of work to be performed:	
(Supporting information attached)	

SECTION 1: LABOR (Inclusive of burden)

Position	Unit	Quantity
Project Manager	Hours	1.00
Project Engineer	Hours	1.00
Superintendent	Hours	1.00
Foreman	Hours	1.00
Specialty Operator	Hours	1.00
Equipment Operator	Hours	1.00
Skilled Tradesman (Journeyman)	Hours	1.00
Skilled Worker (Apprentice)	Hours	1.00
Semi Skilled Worker	Hours	1.00
Laborer	Hours	1.00

Labor Cost			Position
Each	Total	Total	
\$ 80.00	-	\$ -	-
\$ 55.00	-	\$ -	-
\$ 75.00	-	\$ -	-
\$ 65.00	-	\$ -	-
\$ 55.00	-	\$ -	-
\$ 50.00	-	\$ -	-
\$ 45.00	-	\$ -	-
\$ 40.00	-	\$ -	-
\$ 36.00	-	\$ -	-
\$ 28.50	-	\$ -	-
Total Labor Cost			\$ -

SECTION 2: EQUIPMENT (Supporting info attached)

Item	Unit	Quantity
Equipment 1	Hours	1.00
Equipment 2	Hours	1.00
Equipment 3	Hours	1.00
Equipment 4	Hours	1.00
Equipment 5	Hours	1.00
Equipment 6	Hours	1.00
Equipment 7	Hours	1.00
Equipment 8	Hours	1.00

Equipment Cost		Item
Each	Total	Total
\$ -	-	-
\$ -	-	-
\$ -	-	-
\$ -	-	-
\$ -	-	-
\$ -	-	-
\$ -	-	-
\$ -	-	-
\$ -	-	-
Total Equipment Cost		\$ -



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/14/2019

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

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

PRODUCER INSURICA / Minard-Ames Insurance Services LLC 4646 E. Van Buren St., #200 Phoenix AZ 85008	CONTACT NAME: Certificates	
	PHONE (A/C, No. Ext): 602-273-1625	FAX (A/C, No): 602-273-0212
E-MAIL ADDRESS: certs@INSURICA.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Cincinnati Insurance Company		10677
INSURER B: Travelers Property Casualty Co. of America		25674
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED Felix Construction Company 1326 W. Industrial Drive Coolidge AZ 85128	FELICON01C
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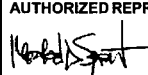
COVERAGES **CERTIFICATE NUMBER:** 373781401 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	EPP0133002	4/1/2018	4/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	EBA0133002	4/1/2018	4/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	ZUP71M7609418NF	4/1/2018	4/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	EWC043223300	4/1/2018	4/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is defined as additional insured with respects to the general, auto and umbrella liability if required or agreed to in a written contract subject to all provisions and limitations of the policy. General and Auto Liability coverage is primary and non-contributory. A Waiver of subrogation in favor of Certificate Holder applies to the general, auto and umbrella liability and employers liability/workers compensation if required or agreed to in a written contract subject to all provisions and limitation of the policy. Per attached forms: GA233AZ 09/09; GA4316AZ 09/09; GA4094 10/01; AA288 01/16; EU0001 07/16; WC000313; GA101 12/04.
 RE: Project No: PW19-JOC02, Water Wastewater JOC. Additional Insured: City of El Mirage, its agents, representatives, directors, officers, and employees. Waiver of subrogation applies in favor of the additional insured. Include XCU coverage, and Separation of Insured.

CERTIFICATE HOLDER **CANCELLATION**

City of El Mirage 10000 N El Mirage Road El Mirage AZ 85335	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTORS' COMMERCIAL GENERAL LIABILITY
BROADENED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

<u>Coverage:</u>	<u>Begins on Page:</u>
1. Employee Benefit Liability Coverage	2
2. Unintentional Failure to Disclose Hazards	7
3. Damage to Premises Rented to You.....	8
4. Supplementary Payments	9
5. Medical Payments.....	9
6. Voluntary Property Damage (Coverage a.) and Care, Custody or Control Liability Coverage (Coverage b.).....	9
7. 180 Day Coverage for Newly Formed or Acquired Organizations	10
8. Waiver of Subrogation	10
9. Automatic Additional Insured - Specified Relationships:	10
• Managers or Lessors of Premises;	
• Lessor of Leased Equipment;	
• Vendors;	
• State or Political Subdivisions - Permits Relating to Premises;	
• State or Political Subdivisions - Permits; and	
• Contractors' Operations	
10. Broadened Contractual Liability - Work Within 50' of Railroad Property	13
11. Property Damage to Borrowed Equipment.....	13
12. Employees as Insureds - Specified Health Care Services:	14
• Nurses;	
• Emergency Medical Technicians; and	
• Paramedics	
13. Broadened Notice of Occurrence.....	14

B. Limits of Insurance:

The Commercial General Liability Limits of Insurance apply to the Insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: \$ 1,000,000
Aggregate Limit: \$ 3,000,000
Deductible: \$ 1,000

3. Damage to Premises Rented to You

The lesser of:

- a. The Each Occurrence Limit shown in the Declarations; or
- b. \$500,000 unless otherwise stated \$ _____

4. Supplementary Payments

a. Bail bonds: \$ 1,000
b. Loss of earnings: \$ 350

b. Deductible Clause

- (1) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the deductible amount stated in Section B, Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage of this endorsement. The limits of Insurance will not be reduced by the application of such deductible amount.
- (2) Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit, applies to each claim or "suit" irrespective of the amount.
- (3) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

7. 180 Day Coverage for Newly Formed or Acquired Organizations

SECTION II - WHO IS AN INSURED is amended as follows:

Subparagraph a. of Paragraph 4. is hereby deleted and replaced by the following:

- a. Insurance under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

8. Waiver of Subrogation

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 9. Transfer of Rights of Recovery Against Others to Us is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

9. Automatic Additional Insured - Specified Relationships

a. The following is hereby added to **SECTION II - WHO IS AN INSURED**:

- (1) Any person or organization described in Paragraph 9.a.(2) below (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of:
 - (a) A written contract or agreement; or
 - (b) An oral agreement or contract where a certificate of insurance showing that person or organization as an additional insured has been issued,

is an insured, provided:

- (a) The written or oral contract or agreement is:
 - 1) Currently in effect or becomes effective during the policy period; and
 - 2) Executed prior to an "occurrence" or offense to which this insurance would apply; and
- (b) They are not specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

- (a) The manager or lessor of a premises leased to you with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- 1) Any "occurrence" which takes place after

you cease to be a tenant in that premises.

- 2) **Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.**
- (b) Any person or organization from which you lease equipment with whom you have agreed per Paragraph 9.a.(1) above to provide insurance. Such person(s) or organization(s) are insureds solely with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s). However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- (c) Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
- 1) The insurance afforded the vendor does not apply to:
 - a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b) Any express warranty unauthorized by you;
 - 2) This insurance does not apply to any insured person or organization:
 - a) From whom you have acquired such products, or any ingredient, part or container, entering into, ac-
- c) Any physical or chemical change in the product made intentionally by the vendor;
 - d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- 2) This insurance does not apply to any insured person or organization:
- a) From whom you have acquired such products, or any ingredient, part or container, entering into, ac-

companying or containing such products; or

b) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

(d) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent or control and to which this insurance applies:

- 1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
- 2) The construction, erection, or removal of elevators; or
- 3) The ownership, maintenance, or use of any elevators covered by this insurance.

(e) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following provisions:

- 1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

2) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or political subdivision.

(f) Any person or organization with which you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to liability caused, in whole or in part, by your ongoing operations performed for that additional insured by you or on your behalf. A person or organization's status as an insured under this provision of this endorsement ends when your operations for that insured are completed.

(3) Any insurance provided to an additional insured designated under Paragraph 9.a.(2):

(a) Subparagraphs (e) and (f) does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard";

(b) Subparagraphs (a), (b), (d) and (e) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or their agents, "employees" or any other representative of the additional insured; or

(c) Subparagraph (f) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1) The rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:

- a) Providing engineering, architectural or surveying services to others; and

- b) Providing or hiring independent professionals to provide engineering, architectural or surveying services in connection with the construction work you perform.

Subject to the final paragraph of this exclusion below, professional services include:

- a) Preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- b) Supervisory or inspection activities performed as a part of any architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with construction work you perform.

- 2) "Your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor-project manager or owner of the construction project in which you are involved.

- b. Only with regard to insurance provided to an additional insured designated under Paragraph 9.a.(2) Subparagraph (f) above, **SECTION III - LIMITS OF INSURANCE** is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever are less. If no limits are specified in the written contract or agreement, or if there is no written contract or agreement, the limits ap-

plicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

- c. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance** is hereby amended as follows:

Any insurance provided by this endorsement shall be primary to other insurance available to the additional insured except:

- (1) As otherwise provided in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance, b. Excess Insurance**; or
- (2) For any other valid and collectible insurance available to the additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, the coverage provided under this endorsement shall also be excess.

10. Broadened Contractual Liability - Work Within 50' of Railroad Property

It is hereby agreed that Paragraph f.(1) of Definition 12. "Insured contract" (**SECTION V - DEFINITIONS**) is deleted.

11. Property Damage to Borrowed Equipment

- a. The following is hereby added to Exclusion j. **Damage to Property of Paragraph 2., Exclusions of SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

- b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- (1) The Limits of insurance shown in the Declarations are replaced by the limits designated in **Section B. Limits of Insurance, 11.** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The

Limits of Insurance shown in Section B. Limits of Insurance, 11. of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bring "suits".

(2) Deductible Clause

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible amount stated in Section B. Limits of Insurance, 11. of this endorsement. The limits of insurance will not be reduced by the application of such Deductible amount.
- (b) Condition 2, Duties in the Event of Occurrence, Offense, Claim or Suit, applies to each claim or "suit" irrespective of the amount.
- (c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

12. Employees as Insureds - Specified Health Care Services

It is hereby agreed that Paragraph 2.a.(1)(d) of SECTION II - WHO IS AN INSURED, does not apply to your "employees" who provide professional health care services on your behalf as duly licensed:

- a. Nurses;
- b. Emergency Medical Technicians; or
- c. Paramedics,

In the jurisdiction where an "occurrence" or offense to which this insurance applies takes place.

13. Broadened Notice of Occurrence

Paragraph a. of Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit (SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is hereby deleted and replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ARIZONA AUTOMATIC ADDITIONAL INSURED - WHEN
REQUIRED IN CONTRACT OR AGREEMENT WITH YOU -
COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION II - WHO IS AN INSURED, 2. is amended to include:

e. Any person or organization, hereinafter referred to as Additional Insured:

- (1) Who or which is not specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part; and**
- (2) For whom you are required to add as an additional insured, except any architect, engineer or surveyor, on a completed operations basis on this Coverage Part**

under a written contract or written agreement:

- (1) But only with respect to liability caused, in whole or in part, by "your work" performed for that additional insured by you or on your behalf; and**
- (2) If the written contract or written agreement specifies coverage for the additional insured in the "products-completed operation hazard".**

With respect to the person(s) or organization(s) referenced in Paragraph A.2.e. above, their status as an additional insured under this endorsement will not apply beyond the period of time required in that written construction contract or agreement referred to in Paragraph A.2.e. above. If that written construction contract or agreement does not specify a period of time, this coverage will not apply beyond 1 year from the completion of "your work" where the work that caused the "bodily injury" or "property damage" occurred. "Your work" will be deemed completed as specified in Paragraph a.(2) of SECTION V - DEFINITIONS, 19. "Products-completed operations hazard".

B. With respect to the additional insureds referenced in Paragraph A.2.e. above, the following exclusion is added to Paragraph 2. Ex-

clusions of SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, this insurance does not apply to "bodily injury" or "property damage" arising out of:

- 1. The rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:**
 - a. Providing engineering, architectural or surveying services to others; and**
 - b. Providing or hiring independent professionals to provide engineering, architectural or surveying services in connection with the construction work you perform.**

Subject to the final paragraph of this exclusion below, professional services include:

- a. Preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and**
- b. Supervisory or inspection activities performed as a part of any architectural or engineering activities.**

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with construction work you perform.

- 2. "Your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor / project manager or owner of the construction project in which you are involved.**
- 3. "Bodily injury" or "property damage" arising out of "residential construction".**

C. SECTION III - LIMITS OF INSURANCE is amended to include:

The limits of insurance available to the additional insured(s) will not exceed:

1. Those limits specified in the written construction contract or agreement referred to in Paragraph A.2.e. above; or
2. The Limits of Insurance specified in the Declarations of this Coverage Part;

whichever are less. If no limits are specified in that written construction contract or agreement, the limits available to the additional insured(s) will not exceed the Limits of Insurance specified in the Declarations of this Coverage Part. The limits of insurance available to the additional insured(s) are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

D. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to include the following:

AUTOMATIC ADDITIONAL INSURED PROVISION

The written construction contract or agreement referred to in Paragraph A.2.e. above must:

1. Be currently in effect or become effective during the term of this Coverage Part; and
2. Have been executed prior to the "bodily injury" or "property damage" to which this endorsement pertains.

E. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance, b. Excess Insurance is amended to include the following:

1. Where required by the written construction contract or agreement referred to in Paragraph A.2.e. above, this insurance is primary and / or noncontributory as respects any other insurance policy issued to the additional insured, and such other insurance policy shall be excess and / or

noncontributing, whichever applies, with this insurance.

2. Any insurance provided by this endorsement shall be primary to other insurance available to the additional insured except:

- a. As otherwise provided in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance, b. Excess Insurance**; or

- b. When other valid and collectible insurance is available to the additional insured:

- (1) As an additional insured by attachment of an endorsement to another insurance policy; and

- (2) On an excess basis.

In such case the coverage provided under this endorsement shall also be excess.

F. SECTION V - DEFINITIONS is amended to include:

1. "Residential construction" means:

- a. A structure where any of the structure's square foot area is used, or is intended, for the purpose of human habitation and includes, but is not limited to, single-family housing, multi-family housing, apartments, condominiums, townhouses, and similar structures intended for human habitation; and

- b. Common areas and appurtenant structures of those structures listed in Paragraph 1.a. above.

"Residential construction" does not include:

- a. Hospitals or prisons; and

- b. Military housing, dormitories, long-term care facilities, hotels or motels, provided there is no individual ownership of units.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY / NONCONTRIBUTORY AMENDMENT OF
CONDITIONS FOR DESIGNATED ADDITIONAL
INSUREDS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE**

Name of Person or Organization (Additional Insured):

BLANKET IF REQUIRED BY WRITTEN CONTRACT, ORAL OR WRITTEN AGREEMENT

With respect to insurance provided the additional insured shown in the Schedule, **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance** is deleted in its entirety and replaced by the following:

5. Other Insurance

If other valid and collectible insurance is available to the additional insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

Where required by a written contract, this insurance is primary and noncontributory as respects any other insurance policy issued to the additional insured. Otherwise, b. below applies.

b. Excess Insurance

This insurance is excess over any of the other insurance available to the additional insured whether primary, excess, contingent or on any other basis.

When this insurance is excess, we will have no duty under Coverages A or B to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over any other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT**

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

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

→ **A. Blanket Waiver of Subrogation**

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the "insured contract".

→ **B. Noncontributory Insurance**

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is replaced by the following:

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

→ **C. Additional Insured by Contract**

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization with which you have agreed in a valid written contract to provide insurance as is afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and
2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **Section II - Liability Coverage, A. Coverage, 1. Who is an Insured**:

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

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is amended by replacing Paragraph 5.b. with the following:

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

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

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

E. Audio, Visual and Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is amended by adding the following:

4. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "accident";
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. \$2,500.

Provided the equipment, at the time of the "loss" is:

- a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above; or
- c. An integral part of such equipment.

F. Who is an Insured - Amended

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended by adding the following:

The following are "Insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "Insured" under any other automobile liability policy, or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

- a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;
 - b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;
 - c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
 - d. Does not apply to an insured under any other automobile liability policy, or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.
3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

G. Liability Coverage Extensions - Supplementary Payments - Higher Limits

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replacing the \$2,000 Limit of Insurance for bail bonds with \$4,000 in (2); and
2. Replacing the \$250 Limit of Insurance for reasonable expenses with \$500 in (4).

H. Amended Fellow Employee Exclusion

SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is modified as follows:

Exclusion 5. Fellow Employee is deleted.

I. Hired Auto - Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is \$50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.
2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or \$1,000, whichever is less.
3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is \$3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the \$50,000 limit indicated above.

J. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
3. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$50 per day.
4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

K. Transportation Expense - Higher Limits

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by replacing \$20 per day with \$50 per day, and \$600 maximum with \$1,500 maximum in **Extension a. Transportation Expenses**.

L. Airbag Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

M. Loan or Lease Gap Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":

- a. The most we will pay for "loss" in any one "accident" is the greater of:
 - (1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:
 - (a) Overdue lease or loan payments;
 - (b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;
 - (c) Security deposits not refunded by the lessor;
 - (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (e) Carry-over balances from previous loans or leases, or
 - (2) Actual cash value of the stolen or damaged property.
- b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

N. Glass Repair - Waiver of Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation; or
4. A member or manager, if you are a limited liability company.

P. Unintentional Failure to Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

Q. Mental Anguish Resulting from Bodily Injury

SECTION V - DEFINITIONS, C. "Bodily injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

R. Coverage for Certain Operations in Connection with Railroads

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **Section V - Definitions, H. "Insured contract", 1.c.** is amended to read:
 - c. An easement or license agreement;
2. **Section V - Definitions, H. "Insured contract", 2.a.** is deleted.

UMBRELLA

charge unless it is specified in the Declarations as adjustable.

P. PROHIBITED COVERAGE - UNLICENSED INSURANCE

1. With respect to loss sustained by any insured in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
2. We do not assume responsibility for:
 - a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to provide insurance in such country or jurisdiction; or
 - b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

Q. PROHIBITED COVERAGE - TRADE OR ECONOMIC SANCTIONS

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or
2. Any other applicable trade or economic sanction, prohibition or restriction.

R. REPRESENTATIONS

By accepting this insurance, you agree:

1. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this insurance in reliance upon your representations.

S. SEPARATION OF INSURED

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured shown in the Declarations, this insurance applies:

1. As if each Named Insured were the only Named Insured; and

2. Separately to each insured against whom claim is made or "suit" is brought.

T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

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

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the execution of that contract or agreement by such insured.

2. Reimbursement of any amount recovered will be made in the following order:
 - a. First, to any person or organization (including us or the insured) who has paid any amount in excess of the applicable limit of insurance;
 - b. Next, to us; and
 - c. Then, to any person or organization (including the insured and with respect to Coverage A, the "underlying insurer") that is entitled to claim the remainder, if any.
3. Expenses incurred in the process of recovery will be divided among all persons or organizations receiving amounts recovered according to the ratio of their respective recoveries.

U. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE

1. Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual Named Insured.
2. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

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

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

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

Schedule

BLANKET WAIVER OF SUBROGATION

IF YOU ARE REQUIRED BY A WRITTEN CONTRACT OR AGREEMENT, WHICH IS EXECUTED BEFORE A LOSS, TO WAIVE YOUR RIGHTS OF RECOVERY FROM OTHERS, WE AGREE TO WAIVE OUR RIGHTS OF RECOVERY.

THIS WAIVER OF RIGHTS APPLIES TO ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER, BUT SHALL NOT BE CONSTRUED TO BE A WAIVER WITH RESPECT TO ANY OTHER OPERATIONS IN WHICH THE INSURED HAS NO CONTRACTUAL INTEREST.

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

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

Endorsement Effective 04/01/2018 Policy No. EWC043223300 Endorsement No.

Insured Felix Construction Company

Premium \$ Incl.

Insurance Company CINCINNATI INSURANCE COMPANY

Countersigned by _____

WC 00 03 13

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