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EXHIBIT A - SCOPE OF SERVICES

October 27, 2017

Mr. Tim Burkeen

Senior Project Manager, Engineering
City of Goodyear
190 N. Litchfield Rd.
Goodyear, AZ 85338

RE: Site 12 Treatment Expansion – Engineering and Preconstruction Scope of Services and Fees

Dear Mr. Burkeen,

Hunter Contracting Co. is pleased to submit to you this Engineering and Preconstruction Scope of Services and Fees Package for the Site 12 Treatment Expansion, Reservoir and New Wells project.

Items of interest:

1. We have developed these Scopes and Fees to reflect the need to approach this project as having three distinct phases which all have 30%, 60%, 90% and 100% cost models.
2. We have included an Allowance item for pilot drilling, testing and underground construction of wells COG 24 and COG 25. This allowance is based on the best pricing from the quotes received from several subcontractors. We have included the subcontractor quotes for reference at the end of the package.
3. We have included an Allowance for the removal of excess soils on site. At this time it is our intent to find projects in need of import material and to load their trucks with as much dirt as needed. This will likely happen before the project is started in earnest. This allowance will allow us to capitalize on opportunities as they present themselves.
4. We have included Field Investigation as part of Ludvik Electric's scope. This item includes the investigations of the existing fiber optic network as well as other existing electrical conditions at Site 12.

Hunter is grateful for the opportunity and we look forward to working closely with the City of Goodyear on this project.

Sincerely,



Jason Robinson

Project Manager

Hunter Contracting Co.

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Design-Build Team Engineering & Preconstruction Scope of Services & Fees

City of Goodyear – Site 12 Expansion, Reservoir and New Wells (COG24 & COG25)

City Project Number: WA-1710

Hunter Project Number: 17429-01

Submitted: 10/27/17

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PROJECT DESCRIPTION

The City of Goodyear (City) currently utilizes groundwater to serve its customers. The existing Site 12 facility consists of a reverse osmosis (RO) treatment facility that treats groundwater from one well (700 gallons per minute [gpm]). The RO treatment capacity consists of two 0.5 million gallons per day (MGD) skids and treat groundwater for total dissolved solids, arsenic and nitrate. The treated water is stored in an onsite storage tank with a capacity of 2 MG. Waste brine from the RO treatment are discharged to a sewer and treated at the City's wastewater treatment plant. To meet the future water demands, the City has decided to expand the Site 12 facilities to treat additional groundwater flow of approximately 2,800 - 3,000 gpm from two new wells. Further, additional facilities will include an expansion of RO treatment system, a new treatment building, increase in the booster pumping station capacity, construction of a new storage tank with a capacity of 2 MG, improvements to the existing brine disposal system, and the associated site improvements.

The new wells to be designed and constructed under this project will be located at the south of Lower Buckeye Rd and west of the Flood Control channel west of Cotton Lane (COG24) and west of 175th Avenue and north of Broadway Road (COG25). Transmission pipelines from the wells to Site 12 location will be constructed under a separate contract.

INTRODUCTION

This Scope of Work includes the following tasks to be completed by the Hunter/NCS Design-Build Team (D-B Team): well evaluation and testing, well design, surge analysis for the expanded booster pump station and new water production and treatment facilities, preliminary engineering and basis of design report for equipping the new wells, RO treatment facilities, booster pump station, building, storage tank and ancillary facilities, and related civil/site and electrical and controls work. After preliminary design (30%) the final design phase will commence that includes production of engineering drawings and specifications for all of the proposed facilities, permitting and agency approvals. The project scope of work consists of:

Well COG24 & COG25 Development and Design - review of existing well logs, pilot hole approach for water production and water quality evaluations, conduct field verification activities including actual conditions at each well site, topography and geotechnical conditions, preliminary engineering report, final design documents, permitting and regulatory approvals, and well installation report.

Hydraulic Modeling and Surge Analysis - conduct hydraulic modeling to evaluate impact of higher production capacity on overall water production and distribution system, including on treatment equipment and turning on/off of the booster pumps, and development of surge mitigation strategies.

Predesign Phase Services - Conduct site and field investigations to verify site conditions, and develop partial treatment analysis based on water quality from wells, pretreatment and post treatment requirements and selection of RO membranes, brine quantity and quality estimates and related impacts on wastewater treatment plant, number and types of booster pumps, treatment building expansion and architectural end with existing community, storage tank options, electrical supply requirements, instrumentation and control requirements and SCADA communication strategies, cost estimates and preliminary engineering drawings.

Design Phase Services - Conduct field investigations and prepare drawings and specifications, update cost estimates, and coordinate with regulatory agencies for approval and permitting of design documents.

Preliminary Construction Activities – Once the pilot holes are drilled at the well sites, it is most cost effective to have the well drillers remain on site during the brief water quality evaluation period and then proceed with the underground portion of the well construction. Since there is a significant amount of excess soils at the Site 12 expansion site and there may be an opportunity to find another project that needs to import dirt, the D-B Team is including the excavation and loading of approximately 1000 cubic yards at this time.

PROJECT GOALS AND OBJECTIVES

The project includes the following infrastructure components for Site 12 and desired outcomes:

1. Evaluation, testing design and construction of two new wells (COG24 & COG25) with a combined pumping rate of 2,800 - 3,000 gpm.
2. RO treatment upgrades to accommodate water production from new wells (pretreatment, pre-equalization tank, chemical feed systems).
3. Water quality optimization for the new system to include partial stream treatment to minimize brine discharges and optimize blending.
4. New disinfection system at Site 12.
5. RO treatment facility building (pre-fabricated) at Site 12.
6. Booster pump station upgrades (from current 2,000 gpm to 4,800 gpm) at Site 12 and related surge tank improvements.

7. New 2 MG storage tank at Site 12.
8. Upgrades to existing brine line and sewer connection.
9. All related on-site civil, yard piping, drainage, and site wall and gate improvements.
10. Perimeter landscaping design for Site 12 and COG 24 & COG 25 well sites.
11. Integration of all new facilities with SCADA and associated electrical improvements.
12. Integration of architectural features with adjacent development and coordination with adjacent Developer.
13. Permitting and approval of all new facilities with the City and Maricopa County.

ASSUMPTIONS

The following assumptions are applicable to the above scope of work.

- Facilities constructed at grade close to existing heights.
- Pipelines from the wells to the site to be designed and constructed under a separate contract.
- Native plant survey is not required.
- Environmental assessment is not anticipated.
- Deferred submittals are anticipated for the prefabricated building.
- All plan review and County fees paid by the ENGINEER will be reimbursed under this contract.
- The City will acquire well site properties for use by the D-B team.

DELIVERABLE AND WORK PRODUCTS

The following deliverables and work products have been identified for the proposed project activities:

1. Site and field investigation reports summarizing testing activities (geotechnical, hydrogeological and water quality).
2. Survey map and site plan. This information will be used to for subsequent design of the facilities.
3. Well design, development and testing reports for COG24 & COG25.
4. Preliminary design report summarizing the facility design criteria, facility layouts, process parameters, equipment configuration, equipment specifications, and controls; and 30% design drawings (11" x 17" size).
5. 60% design drawings for City review.
6. 90% design drawings and specifications.
7. 100% design (final) drawings and specifications, including technical and administrative sections
8. Construction cost estimates.
9. Approval to construct from MCESD and the City to obtain design and construction approvals.
10. Building permits from the City.
11. Project coordination and progress updates.



SCOPE OF WORK FOR ENGINEERING SERVICES

WORK TASKS

Listed below are the task descriptions to be completed by NCS and our specialized consultant Engineers (collectively herein referred to as "ENGINEER") for this project.

SECTION 1 – WELL EVALUATION, TESTING, AND DESIGN

1.01 – Well Permitting Services

NCS' well consultant Clear Creek will perform the necessary permitting for wells COG24 & COG25. Prior to drilling the wells, a Notice of Intent to Replace an Existing Well within an Active Management Area (AMA) application will be completed for each of the wells and submitted to the City for review and signature. If the new wells are not located on City property, they will also need to be signed by the land owner. The preliminary well designs for the replacement wells will be based on review of existing information as part of Task 1.01. Because replacement well permits within 660 feet of the existing well do not require a well spacing/well impact analysis, the replacement wells will retain the legal capacity of the original wells they are replacing. The ENGINEER will submit the NOIs and appropriate application fees to the Arizona Department of Water Resources (ADWR) Permitting Unit.

1.02 – Technical Specification Preparation

The ENGINEER will prepare one technical specification document for the installation of the wells COG24 & COG25. The technical specification will detail the requirements for drilling, well construction materials, construction methods, well development, and final testing at each well. A site meeting prior to development of the technical specifications will be conducted at each well site to confirm well locations and evaluate logistical issues that need incorporation for bidding purposes. The technical specification will also detail contractor requirements for the pilot hole analysis including geophysical logging, zonal sampling, and falling head tests. The ENGINEER will provide one hard copy and one electronic copy of the draft technical specification to the City for review and comment, and ENGINEER will provide one electronic copy and three hard copies of each final (sealed) technical specification. The ENGINEER has assumed that the driller will be contracted by others who will provide all contractual documents for inclusion in the bid documents for distribution to bidders.

1.03 – Bidding and Preconstruction Services

The ENGINEER will work with the City to define drilling contractor qualifications and provide a recommendation of which drilling firms are best qualified by those definitions to be included in the competitive bidding on this project. The ENGINEER will conduct a pre-bid conference on behalf of the City and the qualified drilling firms to discuss the technical specification, potential logistical items, expectations, etc. During the bidding process, The ENGINEER will respond to bidder inquiries and will also prepare addenda to the technical specification, if required. After the bids have been submitted, The ENGINEER will assist the City in the evaluation of the contractor bids and determine the lowest responsive, responsible bidder. After a drilling contractor has been selected, The ENGINEER will conduct a pre-construction meeting prior to beginning pilot borehole drilling operations.

1.04 – Surface Casing Installation and Lithologic Logging

The ENGINEER will oversee the drilling of each pilot borehole and ENGINEER will prepare a detailed lithologic log of the cuttings to identify those portions of the aquifer with the greatest potential for groundwater production. At each of the well locations, a 40-foot deep surface borehole will initially be drilled for installation of a steel surface casing, which will be cemented in place. The smaller-diameter pilot hole will then be drilled out from under the surface casing to the total depth. The ENGINEER will provide continuous oversight of the drilling and installation of each surface casing, as well as limited oversight of the drilling of each pilot hole. During drilling of each pilot borehole, ENGINEER will provide daily inspection services (10 hour/7 days/ week on-site inspection of the pilot boreholes). The drilled cuttings from each 10-foot interval will be secured in specially designed chip trays which will be provided to the City for archival purposes. Drilled cuttings from selected intervals of each borehole (up to 4 intervals per borehole) will be submitted for sieve analysis by a geotechnical laboratory. The sieve analysis results will be used during the evaluation to determine the appropriate well screen slot size and filter pack grain size necessary to prevent sand invasion while the wells are in use. The ENGINEER will subcontract the geotechnical laboratory. This task assumes a pilot boring depth of 1,100 feet below land surface (bls) for each borehole.

1.05 – Geophysical Logging

After the pilot hole boring for wells COG24 & COG25 has been drilled to its total depth, geophysical logging will be conducted to provide additional hydrologic and geologic information. The ENGINEER will oversee the logging activities and the recommended geophysical logging suite will include:

- An electric log (resistivity and spontaneous potential);
- A caliper log of the pilot boring (and a second caliper log of the reamed borehole to verify the borehole diameter for annular volume calculations);

- A sonic (acoustic) log;
- A natural gamma log;
- A guard log, and
- Magnetic deviation log of the pilot boring.

This scope assumes that the drilling contractor will subcontract the geophysical logging company.

1.06 – Depth-Specific (Zonal) Groundwater Sampling and Analysis

Depth-specific (zonal) groundwater samples will be collected from each pilot boring. The ENGINEER will select up to seven (7) zonal groundwater sampling intervals, on the basis of the lithologic log and geophysical logs from the pilot borehole. A composite water sample from the wellhead will also be collected (8 samples, total). The depth-specific samples will be collected using the “gravel envelope” method. With this method, the drilling contractor constructs temporary gravel enveloped wells, typically with approximate 20-foot long perforated intervals. Each sample interval will be isolated within the borehole with an upper and lower bentonite seal, which enables us to obtain discrete groundwater samples from the intervals of interest. Each temporary gravel envelope will be pumped for a 12-hour period, and the discharge will be monitored to ensure the drilling fluid and construction water have been purged from the zone, such that only representative formation water is being produced for sampling. Each zonal sample will be collected by the ENGINEER and provided to an Arizona-certified analytical laboratory for testing. The analysis of the zonal samples will be requested on an expedited turnaround time so the analysis results can be used in developing a final well design. A duplicate sample will also be collected from one of the sample intervals, and will be provided to the same analytical laboratory as a differently-labeled “blind” sample, for Quality Assurance/Quality Control (QA/QC) purposes. The analytical laboratory will be subcontracted directly by the ENGINEER.

Each sample will be analyzed for nitrate (NO₃-N), pH, temperature, fluoride (F), chromium (Cr), arsenic (As), iron (Fe), manganese (Mn), silica (SiO₂) and total dissolved solids (TDS). The water samples will also be analyzed for the common anions and cations: calcium (Ca), magnesium (Mg), sodium (Na), potassium (K), alkalinity as bicarbonate (as CaCO₃), sulfate (SO₄), and chloride (Cl), which will enable us to conduct an ion balance for QA/QC purposes. Additional parameters such as strontium and silt density index that affect membrane performance will also be sampled. An analysis of colloidal and dissolved silica will be conducted.

During sampling operations, The ENGINEER personnel will provide appropriate monitoring of field water quality parameters and testing prior to sample collection. The temperature, conductivity, pH, and sand

content of the discharge water will be monitored by the ENGINEER to ensure that a representative groundwater sample is obtained.

After the sample has been collected at each interval, the pump will be shut down and the water table will be monitored to collect a static water level. Once the water table has stabilized at each zone, a slug test will be conducted to estimate the hydraulic conductivity. The slug tests will be performed using a pressure transducer which will be installed in each respective interval beneath the static water level and connected to a laptop computer. Up to 15 gallons of water will be poured into the well and the change in head will be monitored and recorded with the laptop computer. Up to three slugs will be performed at each zone to gain a more accurate hydraulic conductivity representation. It is assumed that the slug tests can be conducted in two hours for each selected interval.

The ENGINEER will review the zonal water quality data along with the hydraulic conductivity data for each zone. Based on the data, ENGINEER will develop a proposed well design for each well. The designs will include an estimate of water quality concentrations for As, N, F, Cr, and TDS along with production and drawdown estimates. This information along with our recommendation will be presented to the City for concurrence.

At each well, once the final well design has been agreed upon, the driller will order the appropriate well materials and the pilot borehole will be reamed to its final diameter. The ENGINEER's personnel will periodically inspect the reaming of each borehole and will remain on-call in the event that unanticipated conditions or problems arise. The driller will be contractually obligated to document drilling conditions, penetrations rates, etc. during the reaming process.

1.07 – Construction Inspection Services

During the construction phase of wells COG24 & COG25, continuous (24-hour per day) inspection is essential because the ultimate value of the well will rely greatly on the drilling contractor's adherence to the materials, methods, and technical standards that have been specified. The ENGINEER will provide inspection services during well construction on a continuous basis (24-hours per day) throughout the estimated 3-4 days well construction period for each well. Continuous inspection of the casing, screen and annular material installation will assure that the well installations are conducted in compliance with the materials and construction standards that have been specified. The ENGINEER personnel will document the construction materials, installation techniques, and well development techniques via pipe tallies, cement grout records, etc. Samples of the filter pack material and cement grout will be collected to ensure conformance with the project specifications, and detailed As-Built diagrams of each well will be prepared for inclusion in the Well Installation Reports (Task 1.10).

1.08 – Development and Post-Construction Well Testing and Analysis

Prior to development and test pumping the wells, The ENGINEER will coordinate with the City to identify an appropriate water discharge areas and coordinate efforts to minimize potential public relations problems that may result from the discharge of large volumes of water. The ENGINEER will provide logistical coordination of the discharge of water from the well site in accordance with any discharge permit issues or limitations that have been identified in Task 1.01.

The ENGINEER will provide inspection services on a daily basis (typically 8 hours per day during the swab and airlift development phase and 12 hours per day during the pump and surge development phase), throughout the development period (estimated 3-4 days per well), to assure that the well development is conducted in compliance with the specified standards and in a manner consistent with local aquifer conditions. In addition, The ENGINEER will provide inspection services for the final well video surveys and the plumbness and alignment tests (gyroscopic survey). The well drilling contractor will retain the geophysical logging company for the plumbness and alignment testing, and the video survey company for the final well videos, as subcontractors. The ENGINEER will prepare video survey logs to document the content of the final well videos, and ENGINEER will review the plumbness and alignment reports that will be submitted by the drilling contractor (as required by the technical specification prepared during Task 1.03 to document the plumbness and alignment of the wells. The results of these items will be included in the Well Installation Reports (Task 1.10).

The ENGINEER will coordinate and analyze a 10-hour step-rate pumping test and 24-hour constant rate aquifer test of each well. A temporary pressure transducer will be utilized for data collection during the 10-hour step-rate test, 24-hour constant rate test, and an additional 8 hours of water level recovery (or until 95% recovery has attained, whichever occurs first) after the completion of each constant rate test. The transducer will be installed in each well approximately one week prior to the initiation of testing to collect background water level data. The drilling contractor will provide the test engine, motor, and ancillary equipment for the pump and surge development, and both pumping tests performed at each well. The step-rate pumping tests will consist of five (5) varying pumping rates (steps), each approximately 2 hours in duration. The ENGINEER will record the water-level measurements and water quality field parameters, including electrical conductivity, sand content, pH, and temperature of the discharge water. Groundwater quality samples will be collected at the end of each step and will be analyzed for NO₃-N, F, Cr, As, TDS as well as the common anions and cations: Ca, Mg, Na, K, CaCO₃, SO₄, and Cl.

Following each step-rate pumping test, a constant rate aquifer test of approximately 24 hours will be conducted. During the constant rate aquifer tests, The ENGINEER will collect the water level measurements and will coordinate proper pumping rates and discharge locations with the drilling

contractor. The temporary pressure transducer will be utilized for additional water level collection during the aquifer testing. The optimum pumping rate of each well (determined during the step-rate pumping test) will be maintained throughout the constant rate aquifer test.

Upon completion of aquifer testing at each well, The ENGINEER will analyze the drawdown and recovery data from the wells. The analysis will be conducted using the computer software Aqtesolv to calculate the specific physical characteristics of the aquifer at the sites. The results of these analyses will be detailed in the well installation reports.

1.09 – New Source Approval Services

New Source Approval is required by the Maricopa County Environmental Services Department (MCESD) before a new public supply well can be put into operation. Task 1.10 includes the collection and analysis of a New Source groundwater sample near the end of each constant rate aquifer test (Task 1.09). The ENGINEER will collect groundwater quality samples for Safe Drinking Water Act Phase II/Phase V (New Source Approval) constituents, and ENGINEER will submit the samples for analysis by an Arizona-Certified laboratory. The ENGINEER will subcontract the analytical laboratory.

This task also includes reviewing the new source groundwater quality data and preparing New Drinking Water Source Application Forms for each well for submittal to the MCESD. The ENGINEER will prepare the New Source Drinking Water Application forms for review by the City. The ENGINEER will submit the applications, along with the required fees, to MCESD for review and approval. The ENGINEER will conduct follow-up contacts during the application review process and will provide MCESD with any additional requested information for approval.

1.10 – Well Installation Report

The ENGINEER will prepare two separate well installation reports (one report per well) summarizing all work conducted during the installation of wells COG24 & COG25. The well installation reports will include all documentation collected during well drilling and construction, including but not limited to, pipe tallies, grout records, penetration rate logs, geophysical logs, the lithologic logs, zonal groundwater sample results, aquifer test results, the final plumbness and alignment analyses, and the final video logs. The reports will also include aquifer test analysis using the computer software Aqtesolv. The well installation reports will present recommendations for the optimum pumping rates and pump settings based on these analyses, along with a detailed As-Built drawing of each well. Task 1.10 deliverables include one draft copy and three final copies of each well installation report. The ENGINEER will also provide one electronic copy of the draft and one electronic copy of each final report.

SECTION 2 – HYDRAULIC MODELING AND SURGE ANALYSIS

2.01 – Hydraulic Modeling and Surge Analysis

A hydraulic modeling analysis will be conducted to evaluate impact of the new wells (COG24 & COG25) and higher production capacity on the Booster Pump Station and distribution system. The design of the new well pumps will be hydraulically modeled and integrated into the overall Site 12 complex and the distribution system. The impacts of well shutdown and startup, booster pump start up and shut down and power failure on the treatment system and other infrastructure will be considered to ensure that hydraulic surges do not cause a failure of the treatment system, pipelines, valves, etc. A surge analysis will be performed using computer software to determine what mitigation measures are needed (surge relief valves, etc.) to ensure a long robust life for the pumps and appurtenances.

A potential mitigation for controlling hydraulic surges is to provide an open to atmosphere surge tank that will store water from all wells to equalize pressures from different wells. The RO treatment skids will have their own pumps and to process the water from the new tank. In this manner, the impact of surges may be eliminated and the hydraulics of the RO system and partial stream treatment are simplified.

The ENGINEER will also conduct a hydraulic transient modeling analysis for three critical scenarios (to be discussed with the City) to identify critical surge conditions and optimal solutions for expanding the surge tank at the booster pump station. The analysis will be conducted using Bentley's Hammer software. A summary report that presents the findings of this modeling analysis will be provided for City review and comment.

SECTION 3 - PREDESIGN PHASE

3.01 – Site and Field Investigation Activities

The ENGINEER will conduct field verification activities to verify the actual condition of well sites, the RO treatment facility, storage tank and booster pump station site, off-site and on-site piping, chemical feed system, site conditions, PLC, SCADA, electrical system and appurtenances. The ENGINEER will also validate the electrical service and SCADA and telemetry systems so that necessary improvements could be assessed. Water samples will be collected for bench scale testing to determine the pretreatment and post treatment requirements for the RO treatment facility. A summary memorandum that summarizes the existing site conditions will be prepared for City review and comment.

3.02 – Survey and Geotechnical Evaluations

The ENGINEER will perform a topographic survey of Site 12 and well sites to identify existing site corners, identify all existing features (contours, trees, building, water mains, pressure vessels, slabs, tanks, partially buried pipe vaults, electrical and power, etc.) and ground elevation. The area to be surveyed will be confirmed via field meeting. The topographical map will be developed at one-foot contours.

The ENGINEER will perform a geotechnical evaluation under this task. The geotechnical evaluation will assess soil conditions (infiltration rates, soil types, allowable pressures, and other design criteria). Soil borings will be taken at the proposed locations of wells, storage tanks and RO treatment facility. Under the guidance of the ENGINEER, a Registered Geotechnical ENGINEER will be subcontracted to perform this task (Copperstate Labs). A geotechnical report that summarizes the findings of this investigation will be provided to the City.

3.03 – RO Treatment Facility Evaluation

A reliable and consistent pre-treatment is necessary to minimize the potential for fouling and scaling the RO membrane elements. The City has two existing RO skids each capable of treating 0.5 MGD. Preliminary blending analysis indicated that approximately 3,900 gpm (from three wells) of groundwater will be required to produce treated water of 4 MGD. The ENGINEER will conduct a blending analysis to meet the treatment objectives based on an assessment of water quality from all wells and select the number of membrane skids. The size and configuration of the new vessels will be reviewed with the City to select a preferred layout (skid sizes can vary from 0.5 to 1 MGD).

Membrane modeling will be conducted to develop multiple stages and passes. Various purity options surpassing the water quality standards will be evaluated with their cost impact and discussed with the City during the predesign phase and the selected option will be designed. The ENGINEER will conduct bench scale testing using modified instruments to determine the pretreatment requirements. The need for pretreatment chemicals, pH adjustment and antiscalant will be considered based on our vast experience with similar projects. Compliance with other anticipated contaminants such as arsenic and nitrate will be evaluated to ensure that all regulatory standards are met (after blending in the distribution system). The treated water may be corrosive and could require post treatment (pH and/or alkalinity adjustment) for corrosion control depending on the blend ratios of treated and untreated water.

The City discharges the brine from the existing RO treatment facility to the nearby sewer and is processed at the wastewater treatment facility. The ENGINEER will conduct an analysis to assess the increase in contaminants (TDS, arsenic, nitrate, etc.) and ensure that City's National Pollution Discharge Elimination Permit is not exceeded for any contaminant. Optimization strategies for brine handling and disposal will be developed and discussed with the City during the preliminary design phase.

The ENGINEER will inspect the condition of the existing RO skids and develop a plan to refurbish the skids for their optimum performance. Once the manufacturing and production capacity of the membrane skid is finalized, design criteria for RO treatment facility will be developed and included in the preliminary design report. Design criteria for the membranes will include membrane flux, feed and permeate pressures, number of pumps and sizes, number of membrane modules, number of elements, cleaning chemicals and frequencies, pretreatment chemicals and doses, post treatment chemicals and doses.

3.04 – Booster Pumping Station Evaluation

The current pumping capacity for the Site 12 is 2,000 gpm and will be expanded to 4,800 gpm. The ENGINEER will conduct a hydraulic modeling (up to three steady state scenarios) to size the pumps and evaluate the impact to the existing distribution system. Once the sizes of the pumps are finalized, preliminary design for pumps similar to the existing pumps, will be designed. The design will include inclusion of VFDs as needed to meet varying demands. Use of energy efficient motors will be part of the design of pumps. Redundancy and reliability of pumps will be considered in the design of pumps. The design of the expanded surge tank and control system will be included in this evaluation (air compressors, relief valves, etc.).

3.05 – New 2 MG Storage Tank Layout

A new 2 MG steel storage tank will be designed as part of the project. The basis of design will include separate inflow and outflow locations, overflow level and mixing inside. Safety features, such as ladders, tank opening cover, etc. will included as per latest revision of AWWA D-100 and industry standards and OSHA requirements. The hydraulic modeling conducted as part of the Task 3.04 may be utilized for the design of the 2 MG tank. The internal and external painting using low VOC paints will be considered. Enhanced high solids epoxy coatings (60 mils) will be considered to extend the asset life of the tank and minimize future recoating and associated O&M costs. Corrosion control for tanks will be included using an impressed current system as per industry standards.

3.06 – SCADA System Assessment

The City uses various options to establish connectivity between various facilities. Under this task, various communications options such as fiber optic cable, Ethernet, and the Allen-Bradley PLC, and SCADA radio will be compared to develop a recommendation for the best approach. The ENGINEER will prepare a technical memorandum evaluating different SCADA technologies and recommend the best technical and cost effective solution. Based on consensus from the City, the ENGINEER will develop strategy for system wide implementation. The ENGINEER will develop the design criteria for the new approach and include in the predesign report.

3.07 – Treatment System Building and Architectural Enhancements

Based on Site 12 land availability, the existing slab can be expanded to construct the new treatment facility. In addition, a prefabricated building (design, material and architectural finish to be evaluated) will be constructed for the new RO treatment facility. Based on the geotechnical investigation of the site, design criteria of the new building (approximately 70 ft. x 100 ft.) will be developed and included in the predesign report. The building will include an overhead door, operator testing room/labratory, disinfection storage room, general storage, electrical panel area, workspace, workshop/office and restroom). Various rendering and architectural design concepts will be developed and discussed with the City under this task.

3.08 – Well Site Equipping

The ENGINEER will develop design concepts and layouts for all of the proposed well site components, including pump and motor design, desanders, well header, pumpout line and control valves, ancillary facilities, flow meters, civil/site elements (walls and driveways), instrumentation and controls, telemetry and SCADA issues and evaluate new technologies for treatment. The City's standard well design templates will be used as applicable. Well laydown areas for maintenance will be considered. The design concept will also address all ancillary components such as PLC programming and logic. Further, the ENGINEER will consider energy efficiency equipment including variable frequency drives and energy efficient pumps and motors. These design concepts will be developed and discussed with the City to obtain a consensus approach.

3.09 – Disinfection System Evaluation

The ENGINEER will evaluate various disinfection options to be considered for the Site 12 expansion. These include on-site chlorine generation and bulk liquid disinfection systems (similar to Adaman wells in the ongoing project). Various types of generation systems and manufacturers will be presented and site visits will be made to nearby facilities. The capital and O&M costs and operation advantages and

disadvantages of each of these options will be identified and discussed with the City to identify a preferred method of disinfection for implementation.

3.10 – Prepare Basis of Design Report

The ENGINEER will develop a report describing the basis of design criteria for all components of the infrastructure improvements for Site 12, as discussed above in Tasks 3.01 to 3.09. The report will include detailed costs for the infrastructure improvements. The report will be discussed with the City in a workshop to review the infrastructure improvements and develop consensus on the recommendations. The approved basis of design report (BODR) will be used for developing final design for facilities at Site 12. As part of the report, the ENGINEER will prepare a preliminary facility schematic and layout depicting the recommended facilities and equipment, including interconnects to the existing water facilities at the site. The ENGINEER will review electrical service requirements for the existing and proposed facilities and coordinate requirements for the electrical services with APS for two new wells and Site 12, in consultation with City staff.

Key Design Issues: Design criteria will be established in the BODR for the following ancillary components of the treatment system and wells:

- Instrumentation and probes.
- Ancillary facilities including piping headers, trenches, valves, flow meters, and control valves.
- Civil/site elements design and modifications.
- PLC programming and logic for all components.
- Membrane specifications and performance.
- Chemical storage tanks, storage areas for pH adjustment systems (pre and post), antiscalant, and disinfectant.
- Chemical feed systems and piping arrangement for pH adjustment systems (pre and post), antiscalant, and disinfectant. An evaluation various chemicals will be performed, including acid and carbon dioxide systems for pH reduction and 25% - 33% solution for caustic soda addition.
- Site Layout: The ENGINEER will determine and confirm the preferred location for the RO building and support facilities, based on City's input.
- Site Drainage: Using applicable local guidelines, the ENGINEER will determine requirements for management of site drainage resulting from the proposed improvements, including detention/retention, if required, that will be necessary for protection of existing and proposed facilities and to obtain local code approval.
- Electrical Supply: The ENGINEER will review electrical service requirements for the existing and proposed facilities and determine requirements for the new treatment facilities and wells.

- Well pumpout line routing and disposal options: The ENGINEER will evaluate options for disposal of well pumpout water and disposal methods. These include canal discharge, or discharge to retention basins or drywells.

Operational Modes and Control Logic: The addition of the new treatment facilities and wells will result in modifications to the controls, instrumentation, SCADA system interface and programming control logic for Site 12. Operation of the wells will continue to be controlled using levels within the reservoir. The controls for the RO treatment facilities and well will adjust flows and valve positions for various operating conditions, track pressures and shut off the wells in the event of emergency conditions, and provide feedback to the City's SCADA system. This will also include identification of programming modifications and operator interface screens for all existing and new PLCs to accommodate the new wells and new and existing treatment system expansion, and related components.

SECTION 4 – FINAL DESIGN

4.01 – Prepare Design Drawings

The ENGINEER will perform final design of the new facilities including new wells, RO treatment facilities using the criteria established in SECTION 3. In performing the final design of the facility, the ENGINEER will prepare the following construction drawings (prepared in phases and to be combined upon completion):

- Cover and General Drawings (5 sheets)
- Civil, Drainage, Grading, and Yard Piping, Pumpout Line Drawings and Details (15 sheets)
- Architectural Drawings for Wall and Building (7 sheets) – it is anticipated that chemical feed tanks and feed systems will be inside the building in a common chemical feed area (separate rooms are not required by code).
- Well Pump/Motor, Header Piping, Desanders, RO Pretreatment System, Disinfection System, Chemical Feed Systems for pH adjustment and antiscalant, Booster Pump Station, Surge Tanks, Steel Tank and related Mechanical and Piping Drawings (30 sheets)
- Structural Drawings (7 sheets)
- RO System Sheets: Skid Plan and Sections, CIP System, Skid Pad Layout, System P&IDs, System Details, and Existing Skid rehabilitation details (10 sheets)
- Electrical and Instrumentation Drawings (45 sheets)
- HVAC and plumbing drawings (6 sheets) – refrigerated air conditioning system is anticipated.

Six copies of a 60%, 90% and 100% design level set of drawings will be provided to the City for review and comment. Ten copies of the final set of design drawings (for bidding purposes) will be prepared and sealed by a professional ENGINEER registered in Arizona. The drawings will be prepared in CADD format

consistent for the City. The ENGINEER will prepare written responses to any comments that are not incorporated in the final set of construction drawings.

4.02 – Prepare Project Specifications

The ENGINEER will prepare complete project specifications including technical and administrative divisions. Specifications for separate media procurement and installation will also be developed. The specifications will consider construction schedules, coordination of shutdowns, material and installation specifications, and the use of regional and industry standards for the design performed under Task 4.01. Copies of the project specifications will be submitted along with plan drawings at the interim milestones indicated under Task 4.01.

4.03 – Coordinate Permitting and Regulatory Approvals

The ENGINEER will coordinate with ADWR, MCESD and the City's Engineering and Building Life Safety Departments to obtain design and construction approvals. Treatment enhancements including residuals disposal will be coordinated with the regulatory agencies for approval. This task will include preparing forms, transmitting design information and drawings, and preparing correspondence.

SECTION 5 – PROJECT MEETINGS, WORKSHOP AND MANAGEMENT

5.01 – Project Meetings, Workshop and Management

The ENGINEER will conduct meetings with the City's Project Manager and other members of the City to report on the progress and current and planned activities on the project. 18 status and coordination meetings and workshops will be held total for the project, scheduled as necessary. The ENGINEER will also prepare minutes of the progress meetings, including action items, and distribute by electronic mail to the team members and appropriate City staff. The D-B Team will also provide all routine project management services needed to ensure a successful project. These include monthly progress and financial report, schedule updates, and invoice preparation.

SECTION 6 – DESIGN ALLOWANCE

6.01 – Design Allowance



This allowance provides services for additional design tasks and services not included at this time during the initial scope development. The D-B team will need prior City approval to utilize this specific allowance.

SCOPE OF WORK FOR CONTRACTOR PRECONSTRUCTION SERVICES

WORK TASKS

SECTION 7 – GENERAL SERVICES

7.01 – Project Coordination

Coordination with the owner and the Design Consultant Team (Consultant), Coordination with subconsultants and vendors, Coordination with stakeholders on all project related issues, participation in providing responses to construction related questions, providing monthly invoicing and progress reports.

7.02 – Site Visits

Performing site visits and site-specific inspections.

7.03 – Research

Participate as requested in researching and testing materials. Evaluate various designated construction areas such as: borrow sources, disposal areas, staging areas, ingress/egress routes, and ramp locations and associated proposals for improvements for feasibility and safety purposes as may be applicable. Identify construction equipment, supplies, and construction materials needed for construction and researching the availability of such equipment, supplies and materials.

7.04 – Testing

Conduct testing on such elements of the project as proposed by the design for evaluating constructability. Such items of construction may include testing for suitable materials, means and methods.

7.05 – Partnering

Participation in a partnering workshop for the project. Can include participation in follow up workshops throughout the project.

SECTION 8 – MEETINGS

8.01 – Scoping Meeting

Participation in a scoping meeting after PreConstruction NTP to discuss initial scope and budget requirements. A Schedule of Values for the project will be developed in this meeting.

8.02 – Progress Meetings/Project Meetings

Participation in weekly or monthly progress meetings. Also may include project workshops, special project meetings, construction document review meetings or other miscellaneous meetings required by the owner.

8.03 – Design Submittal Meetings

Participation in design team meetings or design submittal meetings with the owner and other consultants.

8.04 – Comment Resolution Meetings

Participation in meetings with the owner and consultants to review constructability/bidability comments after design submission.

8.05 – Value Engineering Review Meetings

Participation in value engineering review meetings as needed or a value engineering workshop.

8.06 – Technical Issues Meetings

Participation in individual technical meetings and/or workshops pertaining to key technical issues during the development of the design.

8.07 – Public / Community Meeting

Participation in a public or community meeting. The contractor, when requested by the owner, will attend, make presentations and participate as may be appropriate, in public or community meetings related to the Project. The contractor will provide drawings, schedule diagrams, budget charts and other materials describing the Project, when their use is required or appropriate in any public agency meetings.

8.08 – GMP Review Meeting

Participation in meetings with the owner to review the GMP after submission. Could also include participation in cost estimate review meetings at each design stage.

8.09 – Miscellaneous Meetings

Participation in other meetings such as: Stakeholder meetings, permitting meetings, utility coordination meetings or other miscellaneous meetings as requested by the owner.

SECTION 9 – WRITTEN PLANS

9.01 – Contractor's Quality Control (CQC) Plan

Preparation and submission of a Construction Quality Control (CQC) plan based on input from the owner and the Designer. The contractor's CQC plan may be provided at each design phase.

9.02 – Construction Management Plan (CMP)

Preparation and submission of a Construction Management Plan (CMP), which includes but is not limited to the contractor's professional opinions concerning: project milestone dates and the project schedule, investigations, if any, to be undertaken to ascertain existing conditions, alternate strategies for fast-tracking or phasing the construction, the number of separate subcontracts to be awarded to Subcontractors and Suppliers for the Project construction, permitting strategy, safety and training programs, construction quality control, a commissioning program, the cost estimate and basis of the model, a matrix summarizing each Project Team member's responsibilities and roles, and goal compliance strategy. The contractor will add detail to its previous version of the CMP to keep it current

throughout the design phases, so that the CMP is ready for implementation at the start of the construction phase.

9.03 – Site Specific Safety Plan

Preparation and submission of a safety plan specific to the project.

9.04 – Work Plan(s)

Preparation and submission of a comprehensive work plan detailing all of the anticipated project activities. The contractor's plans may include specific details of the chosen approach, the chosen methods and the chosen equipment to be used on each part of the work.

9.05 – Project Schedule

Preparation of the project schedule, including preconstruction and construction activities, and key project milestones. The Project Schedule will use the Critical Path Method (CPM) technique, unless required otherwise.

SECTION 10 – DESIGN REVIEW AND COMMENTS

10.01 – Project Design Constructability Review

Performing reviews and providing written comments on project design submittals and for construction drawings and construction documents and for various analyses, studies and investigations conducted for the design of the project. Includes but is not limited to: Review and evaluate Design Development documents for clarity, consistency, completeness, and ease of construction in order to achieve the overall objective of the project. Review prior project as-built plans. Evaluate construction safety issues and proposals of construction safety improvements as may be applicable. Identify anticipated construction site security issues and propose feasible solutions. Preparation of a Master Checklist to be used as a guide for reviewing each technical discipline. The contractor will evaluate whether: (a) the Drawings and Specifications are configured to enable efficient construction, (b) design elements are standardized, (c) construction efficiency is properly considered in the Drawings and Specifications, (d) module/preassembly design are prepared to facilitate fabrication, transport and installation, (e) the design promotes accessibility of personnel, material and equipment and facilitates construction under adverse weather conditions, (f) sequences of Work required by or inferable from the Drawings and

Specifications are practicable, and (g) the design has taken into consideration, efficiency issues concerning: access and entrance to the Site, lay down and storage of materials, staging of Site facilities, construction parking, and other similar pertinent issues.

10.02 – Project Design Bidability Review

Performing reviews and providing written comments regarding bidability of the project. The contractor will check cross-references and complementary Drawings and sections within the Specifications, and in general evaluate whether (a) the Drawings and Specifications are sufficiently clear and detailed to minimize ambiguity and to reduce scope interpretation discrepancies, (b) named materials and equipment are commercially available and are performing well or otherwise, in similar installations, (c) specifications include alternatives in the event a requirement cannot be met in the field, and (d) in its professional opinion, the project is likely to be subject to differing site conditions.

SECTION 11 – ESTIMATES AND GMP PROPOSALS

11.01 – Cost Estimates

Preparation of a Construction Cost Estimate based on the information prepared at the completion of the each design stage construction documents and includes estimated costs of the major elements and subcomponents of the project. Also includes participation in the development of construction bid item quantities.

11.02 – Guaranteed Maximum Price Proposals

Preparation and submission of a final cost estimate and the GMP Package as required by the owner. GMP Proposals for the project will be the sum of the maximum Cost of the Work, and also include the contractor's Construction Fee, General Conditions Costs, Taxes, Insurance, Bonds and project allowances and contingencies. Preparation and submission of phased GMP Proposals submitted for a project (such as a separate GMP for long lead equipment or phased construction) are also included in this item.

SECTION 12 – MAJOR SUBCONTRACTOR AND SUPPLIER SELECTION

12.01 – Procure subcontractor / supplier interest list

The contractor will develop Subcontractor and Supplier interest, submit the names of a minimum of 3 qualified Subcontractors or Suppliers for each trade in the Project and solicit bids for the various Work categories. If there are not 3 qualified Subcontractors/Suppliers available for a specific trade or there are extenuating circumstances, the contractor may request approval by the owner to submit less than 3 names. This includes prequalifying subcontractors if they are not already prequalified.

12.02 – Prebid meeting / interviews / scope clarifications

Facilitating and participating in a subcontractor prebid meetings to determine scopes of work.

12.03 – Recommended Subcontractor Report

Preparation of a quote comparison report that specifies recommended subcontractors. Subcontractor quotes to be included as backup. Contractor will select Subcontractors based on the submitted and approved Subcontractor Selection Plan. The contractor must receive owner approval of the selected Subcontractor(s). If the owner objects to any Subcontractors or to any self-performed work the contractor shall nominate a substitute Subcontractor.

SECTION 13 – ALLOWANCE ITEMS

13.01 – General Allowance

General allowance items as named by the owner.

13.02 – Pothole Allowance

An allowance to be used for potholing of existing utilities.

13.03 – Printing Allowance

An allowance to be used for printing costs.

13.04 – Permit Allowance

An allowance to be used for identifying requirements for permits or licenses, development of permit applications, and permitting costs not already covered by the Engineer or City of Goodyear.

13.05 – Estimating Allowance

An allowance to be used for miscellaneous Estimating costs.

SECTION 14 – SPECIAL ITEMS

14.01 – Existing Soils Removal

Provide basic site survey to establish existing topographical information. Coordinate with Garney Construction for removal of a portion of the existing soils stock pile located adjacent to Site 12 on the south. Hunter will provide label and equipment as necessary to excavate and load site soils on to trucks provided by Garney.

SECTION 15 - SUBCONSULTANTS

15.01 – Ludvik Electric

Ludvik will provide basic investigation and design review services. Investigations will include existing Site 12 electrical gear and instrumentation. A specific investigation will be conducted into the City's existing fiber-optic network to determine if additional fiber-optic conduit runs can be installed between Site 12 and SCADA. Design review services include Constructability, functionality and feasibility reviews as well as value engineering recommendations.

Design-Build Team Engineering & Preconstruction Fees and Allowances

Hunter Contracting Co.

Subconsultants:

- Ludvik Electric – Design Review and Field Investigation
- Narasimhan Consulting Services (NCS) - Engineering



Project: Goodyear Site 12 Expansion and New Wells
Project #: WA-1710

Date: 9/27/2017

1 Design Phase Services		Program Manager	Project Manager	Precon Manager	Lead Estimator	General Super	Project Engineer	Project Super	Clerical	TOTAL
1.1 General Services										
1.1.1	Project Coordination	0.00	80.00	40.00	0.00	0.00	40.00	40.00	0.00	200.00
1.1.2	Site Visits	0.00	20.00	20.00	20.00	20.00	20.00	20.00	0.00	120.00
1.1.3	Research	0.00	20.00	20.00	40.00	0.00	80.00	20.00	0.00	180.00
1.1.4	Testing	0.00	20.00	0.00	0.00	0.00	40.00	40.00	0.00	100.00
1.1.5	Partnering	0.00	18.00	18.00	0.00	0.00	18.00	18.00	0.00	72.00
Subtotals		0.00	158.00	98.00	60.00	20.00	198.00	138.00	0.00	672.00
		\$0.00	\$17,518.58	\$9,910.74	\$6,223.80	\$2,333.80	\$16,430.04	\$14,314.74	\$0.00	\$66,831.70
1.2 Meetings										
1.2.1	Scoping Meeting (3 mtg x 8 hrs/ea)	0.00	24.00	24.00	0.00	0.00	24.00	24.00	0.00	96.00
1.2.2	Progress Meetings (18 mtgs x 3 hrs/ea)	0.00	54.00	54.00	0.00	0.00	54.00	54.00	0.00	216.00
1.2.3	Design Submittal Meetings (12 mtgs x 4 hrs/ea)	0.00	48.00	24.00	0.00	48.00	48.00	0.00	0.00	168.00
1.2.4	Comment Resolution Meetings (12 mtgs x 2 hrs/ea)	0.00	24.00	24.00	24.00	0.00	24.00	24.00	0.00	120.00
1.2.5	Value Engineering Review (3 mtgs x 2 hrs/ea)	0.00	6.00	6.00	6.00	0.00	0.00	6.00	0.00	24.00
1.2.6	Technical Issues Meeting (3 mtgs x 3 hrs/ea)	0.00	3.00	3.00	0.00	0.00	0.00	3.00	0.00	9.00
1.2.7	Public / Community Meeting (1 mtg x 3 hrs/ea)	0.00	3.00	3.00	0.00	0.00	0.00	3.00	0.00	9.00
1.2.8	GMP Review Meeting (3 mtg x 3 hrs/ea)	0.00	9.00	9.00	9.00	0.00	0.00	0.00	0.00	27.00
1.2.9	Miscellaneous Meeting (3 x 3 hrs/ea)	0.00	9.00	9.00	9.00	0.00	9.00	9.00	0.00	45.00
Subtotals		0.00	180.00	156.00	48.00	48.00	159.00	123.00	0.00	714.00
		\$0.00	\$20,071.80	\$15,776.28	\$4,979.04	\$5,601.12	\$13,193.82	\$12,768.79	\$0.00	\$72,380.85
1.3 Written Plans										
1.3.1	Construction Management Plan	0.00	20.00	20.00	0.00	0.00	40.00	20.00	0.00	100.00
1.3.2	Quality Control Plan	0.00	20.00	20.00	0.00	0.00	40.00	20.00	0.00	100.00
1.3.3	Site Specific Safety Plan	0.00	20.00	20.00	0.00	0.00	40.00	20.00	0.00	100.00
1.3.4	Work Plan	0.00	20.00	0.00	0.00	0.00	40.00	40.00	0.00	100.00
Subtotals		0.00	80.00	60.00	0.00	0.00	160.00	100.00	0.00	400.00
		\$0.00	\$8,920.80	\$6,067.80	\$0.00	\$0.00	\$13,276.80	\$10,373.00	\$0.00	\$38,638.40
1.4 Project Schedule										
1.4.1	Project Schedule	0.00	24.00	24.00	0.00	0.00	48.00	0.00	0.00	96.00
Subtotals		0.00	24.00	24.00	0.00	0.00	48.00	0.00	0.00	96.00
		\$0.00	\$2,676.24	\$2,427.12	\$0.00	\$0.00	\$3,983.04	\$0.00	\$0.00	\$9,086.40
1.5 Design Review & Comments										
1.5.1	Project Design Constructability Review (60%/90%/100%) [Phase 1,2,&3]	0.00	182.00	182.00	182.00	0.00	182.00	182.00	0.00	910.00
1.5.2	Project Design Bidability Review (60%/90%/100%) [Phase 1,2,&3]	0.00	144.00	144.00	144.00	0.00	144.00	144.00	0.00	720.00
Subtotals		0.00	326.00	326.00	326.00	0.00	326.00	326.00	0.00	1,630.00
		\$0.00	\$36,362.26	\$32,968.38	\$33,815.98	\$0.00	\$27,051.48	\$33,815.98	\$0.00	\$164,004.08



Date: 9/27/2017

Project: Goodyear Site 12 Expansion and New Wells
Project #: WA-1710

1.6 Cost Estimates

1.6.1 Cost Estimating (60%/90%/100%) [Phase 1,2 &3]

Subtotals

30.00	150.00	150.00	300.00	150.00	150.00	30.00	960.00
30.00	150.00	150.00	300.00	150.00	150.00	30.00	960.00
\$4,278.68	\$16,726.50	\$15,169.50	\$31,119.00	\$12,447.00	\$15,559.50	\$1,322.40	\$96,622.58

1.7 Guaranteed Maximum Price (GMP) Proposals

1.7.1 GMP Proposal Development & Submittal [Phase 1,2 &3]

Subtotals

0.00	40.00	80.00	40.00	40.00	0.00	8.00	208.00
0.00	40.00	80.00	40.00	40.00	0.00	8.00	208.00
\$0.00	\$4,460.40	\$8,090.40	\$4,149.20	\$3,319.20	\$0.00	\$352.64	\$20,371.84

1.8 Major Subcontractor & Major Supplier Selection

- 1.8.1 Subcontractor Selection Plan
- 1.8.2 Procure subcontractor / supplier interest list
- 1.8.3 Prebid meeting / interviews / scope clarifications
- 1.8.4 Recommended Subcontractor Report
- 1.8.5 Summary Report outlining entire process

Subtotals

0.00	4.00	8.00	8.00	4.00	0.00	4.00	28.00
0.00	6.00	6.00	12.00	0.00	0.00	6.00	30.00
0.00	8.00	8.00	16.00	8.00	0.00	0.00	40.00
0.00	2.00	4.00	4.00	0.00	0.00	0.00	10.00
0.00	2.00	4.00	4.00	2.00	0.00	2.00	14.00
0.00	22.00	30.00	44.00	14.00	0.00	12.00	122.00
\$0.00	\$2,453.22	\$3,033.90	\$4,564.12	\$1,161.72	\$0.00	\$528.96	\$11,741.92

Summary

Total Project Hours	30.00	980.00	924.00	818.00	68.00	1,095.00	837.00	50.00	4,802.00
Hourly Rate	\$142.62	\$111.51	\$101.13	\$103.73	\$116.69	\$82.98	\$103.73	\$44.08	
Total Cost	\$4,278.60	\$109,279.80	\$93,444.12	\$84,851.14	\$7,934.92	\$90,863.10	\$86,822.01	\$2,204.00	\$479,677.69

Subtotal for Design Services

2.1 General Allowance									\$479,677.69
2.2 Pothole Allowance									\$50,000.00
2.3 Printing Allowance									\$15,000.00
2.4 Permit Allowance									\$2,000.00
Subtotal									\$5,000.00
3.1 ALLOWANCE - Well Testing & Drilling									\$72,000.00
3.2 ALLOWANCE - Soils Removal									\$1,000,000.00
Subtotal									\$350,000.00
									\$1,360,000.00

Hunter Contracting Co. Subtotal

\$1,901,677.69



Project: Goodyear Site 12 Expansion and New Wells
Project #: WA-1710

Date: 9/27/2017

4 Subcontractors		Hours	Rate	Cost
4.1	NCS - Engineering Services			
4.1.1	NCS - Engineering	1.00	\$1,177,810.00	\$1,177,810.00
4.1.2	Delta Systems - Electrical	1.00	\$199,655.00	\$199,655.00
4.1.3	Clear Creek - Hydrogeological	1.00	\$221,499.00	\$221,499.00
4.1.4	Ritoch-Powel - Civil Survey	1.00	\$86,900.00	\$86,900.00
4.1.5	ALLOWANCE - Reproduction	1.00	\$3,000.00	\$3,000.00
4.1.6	ALLOWANCE - Design Task 600	1.00	\$50,000.00	\$50,000.00
4.1.7	ALLOWANCE - Laboratory Services	1.00	\$3,000.00	\$3,000.00
4.1.8	ALLOWANCE - Geotechnical Testing	1.00	\$15,000.00	\$15,000.00
4.1.9	Subconsultant OH&P	1.00	\$175,686.50	\$175,686.50
Subtotal				\$1,932,550.50
4.2	Ludvik Electric			
4.2.1	0% to 30% Design Review	1.00	\$5,000.00	\$5,000.00
4.2.2	30% to 60% Design Review	1.00	\$5,000.00	\$5,000.00
4.2.3	60% to 90% Design Review	1.00	\$5,000.00	\$5,000.00
4.2.4	Field Investigations	1.00	\$10,000.00	\$10,000.00
4.2.5	Subconsultant OH&P	1.00	\$2,500.00	\$2,500.00
Subtotal				\$27,500.00

Grand Total: \$3,861,728.19



Hourly Rate Schedule

Classification	Direct Labor	Overhead	Profit	Total Labor Rate
Program Manager	\$55.00	\$74.66	\$12.97	\$142.62
Project Manager	\$43.00	\$58.37	\$10.14	\$111.51
Pre-con Manager	\$39.00	\$52.94	\$9.19	\$101.13
Lead Estimator	\$40.00	\$54.30	\$9.43	\$103.73
Gen'l Superintendent	\$45.00	\$61.08	\$10.61	\$116.69
Project Engineer	\$32.00	\$43.44	\$7.54	\$82.98
Project Superintendent	\$40.00	\$54.30	\$9.43	\$103.73
Secretary / Clerical	\$17.00	\$23.08	\$4.01	\$44.08

Narasimhan Consulting Services

Subconsultants:

- Delta Systems – Electrical Engineering
- Clear Creek – Hydrogeological
- Ritoch-Powell & Assoc. – Civil Survey

EXHIBIT B - NCS ENGINEERS FEES FOR SITE 12 TREATMENT FACILITY EXPANSION PRECONSTRUCTION PHASE

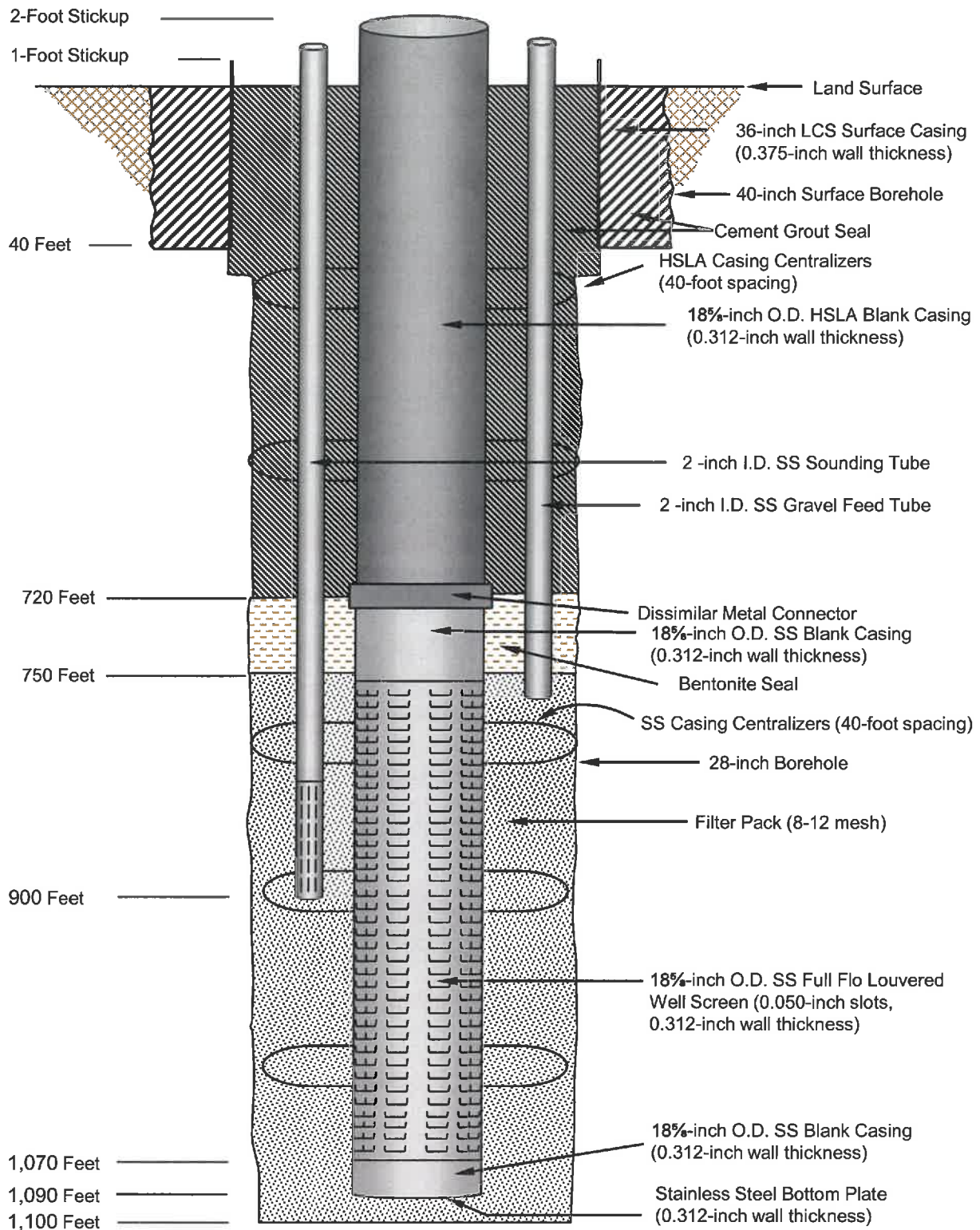
LABOR HOURS BY PERSONNEL CLASSIFICATION (NCS)											
Task No.	Description	Principal Engineer	Senior Project Manager/Architect	Project Engineer/Structural Engineer	Staff Engineer	CAD Technician	Admin. Asst.	Total Task Labor Costs			
Task 100	Well Development and Design	8	24	100	100	24	2	\$28,970			
Task 200	Hydraulic Modeling and Surge Analysis	28	60	60	120	40	2	\$35,410			
Task 300	Predeign Phase										
301	Site and Field Investigation Activities	8	24	40	40			\$13,440			
302	Survey and Geotechnical Evaluations	8	16	16				\$5,280			
303	RO Treatment Facility Evaluation	40	120	80	160	24	4	\$50,740			
304	Booster Pumping Station Evaluation	24	48	80	160	24	4	\$38,620			
305	New 2 MG Tank Layout	8	48	40	40	40	4	\$15,900			
306	SCADA System Assessment	16	16	80		8	4	\$15,020			
307	Treatment System Building and Architectural Enhancements	40	24	120	120	24	4	\$38,380			
308	Well Site Equipping	24	24	80	100	32	4	\$29,720			
309	Disinfection System Evaluation	16	24	80	80	16	4	\$25,140			
310	Predeign Report	24	120	160	160	24	4	\$57,940			
Task 400	Final Design										
401	Prepare Design Drawings	200	600	1800	2600	600	100	\$653,500			
402	Prepare Project Specifications	40	60	120	400	24	120	\$79,020			
403	Coordinate Permitting and Regulatory Approvals	24	24	40	40	8	8	\$16,920			
Task 500	Project Meetings, Workshop and Management	108	72	180	180	80	18	\$73,810			
Task 600	Design Allowance (Included below)										
TOTAL HOURS PER PERSONNEL CLASSIFICATION		616	1304	3076	4260	968	282	SUBTOTAL	\$1,177,810		
Average Billing Rate (\$/hr including overhead and profit)		\$150.00	\$135.00	\$120.00	\$105.00	\$80.00	\$55.00				
Direct Labor Cost SubTotals		\$92,400	\$176,040	\$369,120	\$447,300	\$77,440	\$15,510				
NCS LABOR TOTALS		\$1,177,810									
CONSULTANTS											
Delta Systems Electrical		\$199,655									
Clear Creek - Hydrogeological		\$221,499									
Ritoch Powell - Civil Survey		\$86,900									
SUBTOTAL CONSULTANTS		\$508,054									
ALLOWANCES											
Reproduction		\$3,000									
Task 600 - Design Allowances		\$50,000									
Laboratory allowance		\$3,000									
Geotechnical Testing		\$15,000									
SUBTOTAL ALLOWANCES		\$71,000									
TOTAL PROJECT FEES		\$1,756,864	(Direct labor + direct expense allowances)								



Site 12 Expansion and New Wells
Engineering & Preconstruction Scope of Work

Preliminary Well Design

By: Clear Creek Associates



DRAFT

Not To Scale

Quotes from Well Drillers for Preliminary Well Design

Item	Description	Hydro Resources	Weber Water Resources	Yellow Jacket Drilling	Layne Christensen	Boart Longyear
1	Mob/De-mob Set up	\$56,560.00	\$54,599.06	\$67,000.00	NA	\$135,000.00
2	Surface Casing/Seal	\$15,960.00	\$22,712.05	\$19,400.00	NA	\$29,960.00
3	Pilot Hole Drilling & Logging	\$77,910.00	\$75,458.92	\$96,500.00	NA	\$124,244.00
4	Zonals (5-7')	\$100,450.00	\$54,741.64	\$95,550.00	NA	\$16,200.00
5	Ream	\$74,900.00	\$76,582.47	\$111,900.00	NA	\$217,300.00
6	Casing Material and Install (including annular tubing)	\$464,520.00	\$297,787.52	\$332,500.00	NA	\$470,730.00
7	Annular Material and Install (sand, bentonite, cement)	\$74,970.00	\$56,067.32	\$44,095.00	NA	\$191,398.00
8	Well Development & Testing (including pump rig mob/de-mob)	\$57,470.00	\$43,956.91	\$58,000.00	NA	\$115,311.00
9	Stand by rates with crew/without crew	\$490 / \$350	\$450 / \$200	\$575 / \$0	NA	\$675 / \$575
10	Total Bid	\$922,740.00	\$681,905.89	\$824,945.00	\$832,050.00	\$1,300,143.00



Hydro Resources-West, Inc.

4975 West Winnemucca Blvd.

Winnemucca, NV 89445

Contractors License NV: 56797 CA: 832718 Type C-57 AZ: ADWR License 816, License 272234 Class A-4

City of Goodyear, Co-G-24 BID Proposal

September 26, 2017

To: Robert Mata

Hunter Contracting Co.

Gilbert, AZ

robert.mata@huntercontracting.com

From: Perry McMahon

Hydro Resources-West, Inc

Reno, NV

pmcmahon@hydroresources.com

Item	Description	Est Qty	Unit	Cost Per Unit	Total
1	Mobilization and Demobilization of Drill Rig and Support Equipment	1	LS	\$ 56,560.00	\$ 56,560.00
2	Furnish, Install and Seal Surface Casing	40	FT	\$ 399.00	\$ 15,960.00
3	Drill 14-3/4" Pilot Hole from 40'-1,100'	1060	FT	\$ 63.00	\$ 66,780.00
4	Southwest Exploration Geophysical Logging of Well	1	LS	\$ 11,130.00	\$ 11,130.00
5	Zone Sampling- Includes up to 12 Hours of Airlifting per Zone	7	EA	\$ 14,350.00	\$ 100,450.00
6	Ream 28" Borehole from 40' to 1,110'	1070	FT	\$ 70.00	\$ 74,900.00
7	Furnish and Install 2" ID Stainless Steel Gravel Feed Tube	760	FT	\$ 35.00	\$ 26,600.00
8	Furnish and Install 2" ID Stainless Steel Sounding Tube	900	FT	\$ 35.00	\$ 31,500.00
9	Furnish and Install 18-5/8" OD x 0.312" wall HSLA Blank Casing	720	FT	\$ 224.00	\$ 161,280.00
10	Furnish and Install Dissimilar Metal Connector	1	EA	\$ 11,130.00	\$ 11,130.00
11	Furnish and Install 18-5/8" OD x 0.312" wall Stainless Steel Blank Casing	30	FT	\$ 553.00	\$ 16,590.00
12	Furnish and Install 18-5/8" OD x 0.312" wall Stainless Steel Screen - Full Flo Louvers, 0.050" Slot	320	FT	\$ 658.00	\$ 210,560.00
13	Furnish and Install 10' Stainless Steel Blank Sump and Bottom Plate	10	FT	\$ 686.00	\$ 6,860.00
14	Furnish and Install Cement Grout and Bentonite Transition Seals	750	FT	\$ 63.00	\$ 47,250.00
15	Furnish and Install 8x12 Silica Filter Pack from 1,110' to 750'	360	FT	\$ 77.00	\$ 27,720.00
16	Double Swab Airlift Develop Well with Drill Rig	36	HR	\$ 490.00	\$ 17,640.00
Total for Well Drilling -->					\$ 882,910.00
1	Furnish, Install, and Remove Test Pump	1	LS	\$ 23,030.00	\$ 23,030.00
2	Well Development with Pump	36	HR	\$ 350.00	\$ 12,600.00
3	Constant Rate Pump Test	12	HR	\$ 350.00	\$ 4,200.00
Total for Pump Rig Work -->					\$ 39,830.00
A	Hourly Operating Rate		HR	\$ 490.00	
B	Hourly Standby Rate		HR	\$ 350.00	
C	Additional Rentals or Supplies		Cost	+15%	
Total Cost for Well with Pump Development -->					\$ 922,740.00

P. 1 of 2



City of Goodyear, Co-G-24 BID Proposal - Terms and Conditions

1	Pricing is based on no requirement for Prevailing Wages.
2	Pricing is based on operating on a 24 hour schedule per the discretion of the contractor.
3	It is understood that sound abatement will not be required for this location. If sound abatement is required, the additional cost will be invoiced to the Owner at our cost plus 20%.
4	Hydro Resources will Obtain Drilling Permits; all other permits required to complete the work will be the responsibility of the Owner.
5	Owner is responsible for all cost for any concealed or unknown physical conditions or any consequential damages.
6	Owner recognizes that the Contractor may incur certain costs and expenses during the drilling process that cannot be anticipated by Contractor prior to drilling, but for which Owner shall be responsible for compensating Contractor at a reasonable rate. Such additional charges may include, but are not limited to, drilling fluid additives, storage of equipment, additional equipment or techniques, additional quantities of material, and other materials and labor necessary to complete the Work. Any such additional costs shall constitute a Change Order approved by Owner.
7	Owner will provide and maintain access to the drill site. The drill site will be level, cleared, and safe for mobile equipment operations.
8	Drill site dimensions will be no less than 150ft x 150ft.
9	Owner hereby permits the Contractor to install temporary construction pits used for drilling operations in locations at the sole discretion of the contractor.
10	Owner will furnish a drilling water supply at the drilling location.
11	All lost circulation recovery time will be chargeable at the hourly operating rate. Recovery time will begin when circulation is lost and will end when circulation is fully recovered. All drilling fluid additives used to correct lost circulation will be invoiced to the Owner at our cost plus 20%.
12	Borehole Stability Recovery time will be chargeable at the operating hourly rate plus materials at cost plus 20% including but not limited to the installation of a temporary or permanent conductor and seal if necessary to secure the stability of the borehole.
13	If drilling in any formation yielding an average rate of penetration of less than 6ft per hour over a 24 hour period, all operations revert to the operating hourly rate. Any consumables (including drill bits and drilling fluids) will be invoiced to the Owner at our cost plus 20%.
14	Owner hereby permits the Contractor to dump around and about each drill site or such places and in such manner as the Contractor may choose all drill cuttings, water, and debris taken out of the hole during progress of the work, and that the Contractor shall not be obligated to remove the same. Owner agrees that dumping said debris on or about the drill site must be completed in a manner avoiding damage of the local environment, and that Owner shall be obligated to pay for any materials, labor, or equipment required to avoid pollution, and/or damage to the local environment.
15	Stand-by time is defined by any event in which the Owner and/or the Owner's representative and/or the designated hydrogeologist requests field personnel to cease or postpone operations.
16	This proposal does not include any laboratory testing and if any such testing is requested, the services will be compensable including all time and materials at rates mutually agreed to through a change order.
17	Discharge location for development and pump testing fluids will be within 300ft of the well.
18	Client is responsible for closing any drilling construction pits and to level the disturbed area once it becomes dry.
19	Hydro Resources cannot guarantee quantity or quality of water.
20	Local, State, and Federal taxes will be applied as required.
21	Quantities are estimated. Invoices will be calculated based on actual quantities.

PREPARED EXCLUSIVELY FOR :

Hunter CONTRACTING CO.

Project: Goodyear COG-24



16825 South Weber Drive
Chandler, AZ 85226-4112
P: 480.961.1141
weberwaterresources.com

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September 26, 2017

Hunter Contracting

701 N. Cooper Rd Gilbert 85233

Attn: Robert Mata and Jason Robinson

Subject: City of Goodyear COG -24

Dear Selection Committee:

Thank you for the opportunity to partner with your firm on this project. Weber Water Resources (Weber) has safely and successfully completed well drilling projects for the City of Goodyear and for many clients working closely with Clear Creek Associates. In addition, Weber has teamed with Hunter Contracting as a sub-contractor many times in the past and most recently on the complex PV-34 well rehabilitation for AZ Water. Based on your bid solicitation, we have highlighted several key benefits that our team brings to your well project.

Experienced Project Team: Weber's project team has performed the entire scope of work involved with this project on many other sites across the Southwest and has worked successfully with both Hunter Contracting and Clear Creek Project Managers in the past. Weber also has extensive history working with the City of Goodyear on their well and booster sites. Each team member has the necessary experience and dedication to make this project a success for Hunter Contracting on multiple levels. Our team's experience on similar projects combined with our top of the line equipment will ensure the project will be completed on budget and on schedule.

Ability to Deliver Your Project: Weber has over 100 years performing water resources projects in Arizona and our ability to self-perform the critical elements of the project (Aquifer Testing) will ensure that the project transitions seamlessly from design to construction and stays on schedule, with a superior level of quality. Our teams knowledge and experience will work closely with the Hunter team to ensure the drilling project is completed in a safe and timely manner.

Ability to Provide Safe Work Environment: Weber will work diligently to ensure the safety of Hunter staff, Weber staff and any adjacent residents.

Thank you for your careful review and consideration of our proposal. Our team is very excited about this project and look forward to the opportunity to share our team's drilling experience with you in person soon. If you have any questions about our qualifications or bid proposal, please contact me at (480) 518-5464.

Sincerely,

Timothy Plath

Tim Plath - General Manager
Weber Water Resources
Timplath@WeberWaterResources.com

PROPOSED STAFF MEMBERS



TIM PLATH - GENERAL MANAGER

Tim is currently the GM of Weber Water Resources and has been with Weber for 11 years. He started his tenure in the industry working as a Test Pump Technician developing and aquifer testing new wells and rehabilitated wells. Tim transitioned into sales and operations before becoming the General Manager and uses his field experience to effectively manage accounts and client relationships.



MIKE HASLAM - DRILLING MANAGER

Mike started in the well drilling industry in 1977 and has extensive experience in all aspects including procedures, equipment, well design and construction in Hawaii, California, Nevada, Utah, Arizona, New Mexico, and Mississippi. He served as a helper for one year, driller for seven years, field supervisor for 15 years, operations manager for three years, and project manager, estimator for 12 years.

DON STRATTON - DRILLER

Don started in the drilling industry in 1974 as a helper and has amassed over 40 years of experience in the industry. In just 2 short years, 1976, he was promoted to driller and was drilling water wells utilizing the reverse circulation, mud rotary and air rotary methods. Don has drilled on several different rigs including Wagner Moorehouse, Howard Turner, Cooper, Ingersoll Rand and Taylor. For the past 20 years Don has acted in a supervisory role, whether it be lead driller on projects or overseeing drillers on other projects as well. Don has experience working on pumps as well as current crane certifications.

ERNEST TRINIDAD - DRILLER

Since starting in the well drilling industry in 1974, Ernest brings experience as a driller, heavy equipment operator, welder, and truck driver. With extensive experience in drilling large diameter water wells in California, Nevada, Utah, Arizona, and New Mexico, his background has been in water wells, environmental drilling and exploration work. He currently holds a Class A drivers license and attended Baroid Mud School.

ADRIAN SANCHEZ - PUMP RIG OPERATOR

Adrian has been with Weber for 4 years and has moved from a 3rd man all the way up to a pump rig operator and crane truck operator.

KEN ELLIOTT - TEST PUMP TECHNICIAN

Ken has been with Weber for over 5 years and has brought 25 years of well construction and well development with him. He brings a deep understanding of hydro geological conditions that present themselves while performing well development and aquifer testing. Additionally, Ken has experience in formation studies, well development, and aquifer characteristics.

SAFETY

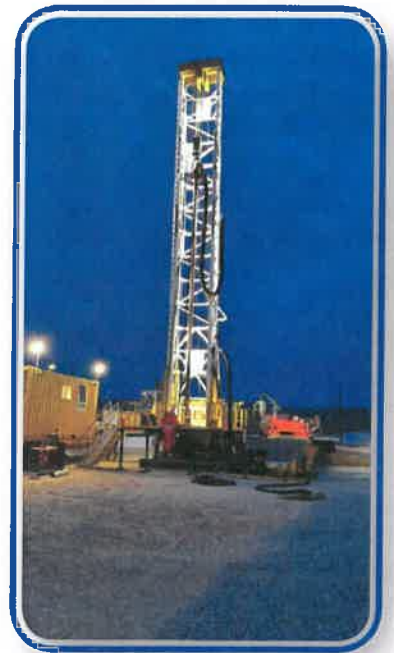
Weber is proud of the continuous efforts of everyone within the organization to cultivate and advance a culture of safety. We employ a safety coordinator whose sole responsibility is safety. He alone is not able to establish the culture. In fact, the focus on safety is the responsibility of all within the company and starts at the individual level. Weber has implemented several requirements to ensure a safe working environment including mandatory Bi-weekly company-wide safety meetings and daily Job Safety Analysis reports (JSA) that come in the form of a Pre-Task Planning report. Pre-Task Planning gives the crew the opportunity to assess the day's work process, potential hazards, required tooling and equipment to safely complete the task at hand. All crew members must sign off on the Pre-Task Planning form. The results of Weber's focus on safety is visible in many ways. Weber has worked over 1260 consecutive days without lost time incident and our Emod history is as follows:

5/1/17	.080
1/1/16	0.71
1/1/14	0.85

EQUIPMENT

ROTARY DRILL RIG

The TI-5D Titan Mobile is an innovative solution for today's conventional or reverse rotary drill applications. Designed for a multitude of applications, including gas, oil, water and geothermal drilling. The Titan is designed with a straight rotary platform style. The dual block mast design offers 55 feet of clear space above the rotary table and provides 225,000 lbs. of pull back. With its heavy-duty mechanical drawworks, the Titan offers 37,500 lbs. of single line pull and the state-of-the-art disc brake system ensures the load is always under control. Mounted on a 4-axle chassis and equipped with a 2013 Emissions certified deck engine, the TI-5D Titan is both DOT and emissions legal in all 50 states. The carrier is also California Annual Purple Permit legal.



REVERSE CIRCULATION DRILLING RIG & EQUIPMENT PROPOSED

Description	Make	Model	Capacity
Reverse Circulation Drill Rig	Taylor	TI 5D	225,000#
Pump Hoist	Pulstar	P100000	100,000#
Air Compressor	IR	HP750WCU	750CFM/150PSI
Test Engine	Caterpillar		700 HP
Crane Truck	Freightliner/Pitman	M2106/HL848	16,000#
Backhoe	John Deere	J310	
Drillers Truck	Ford	F250	18,000#
Drillers Truck	Ford	F250	18,000#
Dog House Trailer	Trailmobile		
40' Pipe Trailer	Fruehauf		
40' Float	TrailKing		
Semi Truck	Kenworth	T800	80,000#
40' Settling Tank			9,000 Gal
Gravel Pump Unit	Cummins		160HP
Test Pump Operator Truck	Dodge	3500	

DRILL RIG SPECIFICATIONS

Base Model Specifications

DRAWWORKS

Model..... DD240 M
Single Line Pull.....37,500 lbs.

Hoisting Drum Information

Main Barrel Dimensions..... 16.75 in. x 35.5 in.
Wire Line Size 1 in.
Drum Clutch..... 14 in. 3-Plate
Gearing 6 Forward / 1 Reverse
Drive Chain Single 140
Brake System 40 in. Dual Disc
Brake Cooling Air
*30" Disc Assist Brake Option Available

Kelly Drum Information

Main Barrel Dimensions..... 16.75 in. x 35.5 in.
Wire Line Size 1 in.
Drum Clutch..... 14 in. 3-Plate
Gearing 6 Forward / 1 Reverse

Brake System 40 in Dual Disc
Brake Cooling Air

Sand Drum Information Optional

MAST

Model..... 55/225
Clear Height Above Rotary 55 ft. 0 in.
No. of Lines to the Block 6
API Capacity..... 225,000 lbs.
Drill Line Size 1 in.
Hoisting Block (Included)..... 100 ton triple
Kelly Block (Included)..... 100 ton triple

Crown Block

Fast Line Sheave 20 in. x 1 in.
Cross Over Sheave 18 in. x 1 in.
Sand Line Sheave Optional

Mast Raising System

Raising Rams 2

POWER SYSTEM

Engine Cummins ISX-15 (2013 Emissions)
Cylinders / Type..... 6 / 4-Stroke
Horsepower 500 Hp
Governed Speed..... 2,000 RPM
Air Cleaner Single Dry Type
Emergency Stop..... Standard

Transmission

Type..... Allison 4500 OFS
Gearing 6 Forward / 1 Reverse

Max Net Input Speed 2,500 RPM
Max Net Input Torque 1,650 lb-ft
Torque Converter..... Single Stage, 3- Element

AIR ELECTRICAL & HYDRAULIC

Compressor..... 37.4 CFM
Electric System 12 Volt
Alternator 105 amp
Starter 12 Volt
Batteries..... (3) BCI-31
Hydraulic System..... 50 gpm / 2,000 psi

RIG LEVELING SYSTEM

Leveling Jacks..... (6) 60 in. Stroke

DRILLING SYSTEM

Rotary Type..... Direct or Reverse Table
Rotary Drive Hydraulic
Rotary Speed 0-160 RPM (HI) 0-80 rpm (Low)
Rotary Torque Low 24,000 High 12,000
Stand Pipe..... Direct or Reverse Flow Available
Make-Up / Brake Out System..... Cylinders
Auto Brake Feed Standard
Crown Saver Optional
Lighting Standard

CARRIER

Type..... 4 axle
Length w/ Mast..... 60 ft. 9in.
Overhang (from face of front tire)..... 17 ft. 5 in.
Axle to Front Bumper..... 4 ft. 4 in.
Wheel Base..... 27 ft.

Height (OTR) 13 ft. 10 in.
Estimated Rig Weight..... 96,600 lbs.

**Depending on options selected, some disassembly may be required to meet annual purple permit requirements*



QUOTATION

Customer:	Hunter Contracting	From:	Brian Hosford
Attention:	Robert Mata Jason Robinson	Date:	9/27/2017
Phone:	480-695-9452	Quote No:	1
Fax:		Project:	COG 24

Weber Water Resources is pleased to offer the following service for your review and consideration:

QTY.	DESCRIPTION	UNIT PRICE	TOTAL
1.0	Mob/Demob rotary rig and support equipment	\$21,805.69	\$21,805.69
6.0	Drill and Set Conductor	\$22,712.05	\$22,712.05
1.0	Rig up and Rig down	\$32,793.37	\$32,793.37
1.0	Pilot Hole to 1,100'	\$53,357.39	\$53,357.39
6.0	Geophysical Logging	\$9,928.58	\$9,928.58
16.0	Zone testing 5 zones	\$54,741.64	\$54,741.64
6.0	Ream 28" to 1,100'	\$61,064.44	\$61,064.44
2.0	Caliper log	\$3,354.08	\$3,345.08
4.0	Furnish and Install HSLA Blank Casing	\$108,040.44	\$108,040.44
6.0	Dielectric Connector	\$8,150.00	\$8,150.00
1.0	Furnish and Install SS Blank	\$19,845.60	\$19,845.60
1.0	Furnish and install SS Screen	\$140,150.87	\$140,150.87
6.0	Install Gravel Feed Tube	\$9,658.67	\$9,658.67
40.0	Install Sounding Tube	\$11,941.94	\$11,941.94
1.0	Furnish and Install 350' of Gravel Pack	\$23,382.46	\$23,382.46
24.0	Install Bentonite Seal	\$1,107.45	\$1,107.45
1.0	Install 720' Annular Seal	\$31,577.41	\$31,577.41

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1.0	Swab & Airlift Develop	\$18,926.91	\$18,926.91
1.0	Fluids and Cuttings	\$24,345.90	\$24,345.90
1.0	Install and Pull Test Pump equipment. (Weber responsible for discharge pipe from the head to the tank and to include a flow meter and orifice. Total length 50')	\$14,780.00	\$14,780.00
40.0	Perform Test Pump (8 hour pump and surge, 8 hour step rate, 24 hour constant rate)	\$235.00	\$9,400.00
1.0	Perform Well Video	\$850.00	\$850.00
		Subtotal for Other	\$681,905.57
		TOTAL AMOUNT	\$681,905.57

TERMS AND CONDITIONS

Terms and Conditions to be determined at contract award.

Quote assumptions are based on Water being supplied on site to Weber.

Quote excludes:

Bonds

Taxes

Traffic control plans

Discharge permits

Sound Abatement

Thank you for the opportunity to be of service. Please sign, date and return with P.O. number and we will proceed with project.

Best Regards,

Brian Hosford
Project Manager

AUTHORIZED BY:

DATE:

TITLE:

PO NUMBER:

COMPANY:

QUOTE NUMBER:

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ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	October 10/110/810/1510/2210/29	November 11/511/1211/1911/26	December 12/312/10
1	★	City Of Goodyear	70 days	Mon 10/2/17	Sun 12/10/17				
2	★	Permits, Contracts Etc.	3 days	Mon 10/2/17	Wed 10/4/17				
3	★	Mobilize equipment	3 days	Thu 10/5/17	Sat 10/7/17	2			
4	★	Install conductor	1 day	Tue 10/10/17	Tue 10/10/17	3			
5	★	Rig up	4 days	Wed 10/11/17	Sat 10/14/17	4			
6	★	Drill pilot hole	9 days	Tue 10/17/17	Wed 10/25/17	5			
7	★	Logging	1 day	Mon 10/30/17	Mon 10/30/17	6			
8	★	Ream	9 days	Tue 10/31/17	Wed 11/8/17	7			
9	★	Install casing	1 day	Mon 11/13/17	Mon 11/13/17	8			
10	★	Install gravel & seals	2 days	Tue 11/14/17	Wed 11/15/17	9			
11	★	Initial development	3 days	Thu 11/16/17	Sat 11/18/17	10			
12	★	Rig down	3 days	Tue 11/21/17	Thu 11/23/17	11			
13	★	Site clean up	2 days	Fri 11/24/17	Sat 11/25/17	12			
14	★	Mob and install Test Pump	5 days	Sun 11/26/17	Thu 11/30/17	13			
15	★	Test Pump	5 days	Fri 12/1/17	Tue 12/5/17	14			
16	★	Remove Test Pump	2 days	Wed 12/6/17	Thu 12/7/17	15			
17	★	Clean Up and Secure Site	2 days	Fri 12/8/17	Sat 12/9/17	16			
18	★	Video Well	1 day	Sun 12/10/17	Sun 12/10/17	17			

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

Project: Goodyear Well Schedu

Date: Tue 9/26/17

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YELLOW JACKET

DRILLING SERVICES

The Southwest's Premier Provider of Innovative Drilling and Well Services

Mr. Robert Mata
Hunter Contracting
701 N. Cooper Road
Gilbert, AZ 85233

Date: 9/25/17
Bid # (AZ)EB17-6544

Subject:

Drilling Services -- Well #24 - Goodyear, AZ

Scope of Work:

Utilizing a Speedstar 110K Drill Rig:
Drill and install One 18" HSLA/Stainless Steel Well to 1,100 Feet
Install 2" Stainless Steel Gravel Feed and Sounding Tubes
Utilizing a Pulstar P100000 Well Service Rig:
Perform Well Development and Conduct Pump Testing

Item	Quantity	U/M	Unit Price	Total
Project Cost Summary				
Speedstar 110K Drilling Equipment; Mob/Demob	1	LS	\$ 62,500.00	\$ 62,500.00
Pulstar P100000 Well Service Equipment; Mob/Demob	1	LS	\$ 4,500.00	\$ 4,500.00
New Well Installation	1	EA	\$ 715,945.00	\$ 715,945.00
Well Development and Pump Testing	1	EA	\$ 42,000.00	\$ 42,000.00
Estimated Project Total				\$ 824,945.00

Item	Quantity	U/M	Unit Price	Total
Drill and Install 18" x 1,100' Well				
Drill and Install 36" Dia. x 0.375" Wall LCS Surface Casing	40	FT	\$ 485.00	\$ 19,400.00
Drill 17-1/2" Pilot Boring	1,160	FT	\$ 75.00	\$ 87,000.00
Perform Zonal Sampling	7	EA	\$ 12,500.00	\$ 87,500.00
Conduct Falling Head Tests	14	HR	\$ 575.00	\$ 8,050.00
Conduct Geophysical Logging Suite	1	LS	\$ 9,500.00	\$ 9,500.00
Ream Borehole to 28"	1160	FT	\$ 90.00	\$ 104,400.00
Conduct Caliper/Deviation Logging Suite	1	LS	\$ 7,500.00	\$ 7,500.00
18-5/8" O.D. x 0.312" Wall HSLA Casing	722	FT	\$ 175.00	\$ 126,350.00
18-5/8" O.D. x 0.312" Wall 304 Stainless Steel Casing	50	FT	\$ 420.00	\$ 21,000.00
18-5/8" O.D. x 0.312" Wall 304 Stainless Steel Louvered Casing	320	FT	\$ 450.00	\$ 144,000.00
18-5/8" O.D. HSLA to Stainless Steel Dielectric Coupler	1	EA	\$ 8,250.00	\$ 8,250.00
2" I.D. 304 Stainless Steel Casing	1,570	FT	\$ 20.00	\$ 31,400.00
2" I.D. 304 Stainless Steel Slotted Casing	50	FT	\$ 30.00	\$ 1,500.00
Silica Sand: 8x12	56	TN	\$ 540.00	\$ 30,240.00
Bentonite Transition Seal	93	CF	\$ 35.00	\$ 3,255.00
Cement Grout Seal	40	YD	\$ 240.00	\$ 9,600.00
Perform Airlift Development	24	HR	\$ 575.00	\$ 13,800.00
Conduct Final Well Video	1	LS	\$ 2,200.00	\$ 2,200.00
Well Chlorination	1	LS	\$ 1,000.00	\$ 1,000.00
Client-Directed Rig Standby Time	0	HR	\$ 575.00	\$ -
Subtotal				\$ 715,945.00

Item	Quantity	U/M	Unit Price	Total
Well Development and Pump Testing Services				
All Miscellaneous Pulstar P100000 Rig Time	100	HR	\$ 270.00	\$ 27,000.00
F&I Test Pumping Equipment	1	LS	\$ 15,000.00	\$ 15,000.00
Subtotal				\$ 42,000.00

'YJD' Proposal Assumptions & Conditions:

- 1.) 'Client' to provide all Local, State, Federal project specific permits.
- 2.) All drilling locations are to be clear of any and all overhead & subsurface utilities.
- 3.) All drilling locations are accessible by way of 2-wheel drive truck mounted drilling & related equipment.
- 4.) All drill cuttings & fluids generated will be discharged to surface at the drilling locations.
- 5.) All drill cuttings & fluids will be placed for storage within 100' of the working area. Containment beyond a distance of 100' will require the use of a forklift and/or loader.
- 6.) Profiling and disposal of all drill cuttings & fluids generated will be the responsibility of the 'Client'.
- 7.) An equipped 'Client' arranged/approved on-site water supply source will be made available during all drilling and related phases of the project; at no cost to 'YJD'.
- 8.) Schedule/Pricing is based on continuous operations 24/7
- 9.) Drill rig standby due to unreadiness of the drilling locations or 'Client' delays will be billed at the provided hourly rate.
- 10.) Unit rates are inclusive of Sales Taxes
- 11.) This proposal is valid for (60) days from the above date.

We at Yellow Jacket Drilling Services thank you for the opportunity to provide this proposal. If you have any questions, or if we can be of any further assistance please do not hesitate to contact us at (602) 453-3252. We look forward to hearing from you soon.

Sincerely,
Yellow Jacket Drilling Services, LLC

Eric J. Brue

Eric J. Brue

**Layne Christensen Company**

12030 East Riggs Road
Chandler, AZ 85249
Office: (480) 895-9336
Fax: (480) 895-9536

AZ License # ADWR#7

Budget Estimate

Company: Hunter Contracting CO.
Contact: Robert Mata
Address: 701 N. Cooper Rd.
City: Gilbert
State: AZ
Zip Code: 85233
Phone: 480-695-9452
Email: robert.mata@huntercontracting.com

Date: September 26, 2017
Project: COG - Well 24
Location: Lower Buckeye and Cotton Lane
City, State: Goodyear, Az
Account Manager: Tim Miller
Cell Phone: (602) 402-8035

Work Description: Drill a 28 inch borehole to a depth of 1100ft. Case with 720ft of blank HSLA, 500ft blank SS and 320 SS Full Flo Louvered. Install (1) 2" SS sounding tube x 760ft and (1) 2" SS sounding tube x 900ft. Install 350ft of 8-12 mesh filter pack and cement the top 720ft Cement Grout. Take 6 zonal samples and test pump .

Description	Quantity	Units	Unit Price	Total
Drill a 18 inch well at 1100ft depth and test pumped	1	Lump Sum	\$ 832,050.00	\$ 832,050.00
Assumptions: <ul style="list-style-type: none">Client to provide water at drill site free of charge.<ul style="list-style-type: none">• Drill and spill operation• Cuttings – Removed and disposed by others<ul style="list-style-type: none">• Clean water – Discharge onsite• Heavy's (Mud) – Disposed of offsite by others<ul style="list-style-type: none">• Utilities: Blue Stake by Layne• Permits –ADWR permits by LAYNE. Dust Control - Others<ul style="list-style-type: none">• Sound Walls – No• Dual swab development – 40 hrs.<ul style="list-style-type: none">• Zonal sampling – 6• Geophysical logging – 1<ul style="list-style-type: none">• Caliper Log – 1• 24/7 - hours of operation• Site preparation and restoration provided by others.<ul style="list-style-type: none">• Test pumping – 60 hrs.• Test pump set at 800ft capable of 1500GPM with 300ft of discharge<ul style="list-style-type: none">• Contractor Tax included				
				\$ 832,050.00

TERMS AND CONDITIONS

Limits of Responsibility- Layne Christensen Company ("Layne"), assumes no responsibility for any damages to sidewalks, pavements, landscaping, trees or to any overhead or underground utilities as a result of performing the work. Anything to the contrary notwithstanding, Layne will not be liable for any special, indirect, incidental or consequential damages (whether based on contract, tort (including negligence), strict liability or otherwise).

Except as required by contract or work order, Layne is not responsible for furnishing: utility locates, surveying, engineering, spoils removal, site security, inspection, testing, well or work permits, completed well or test reports, site access, site preparation, traffic control for site entry or exit, waste removal, concrete coring if required, preparation and administration of the health and safety plan, an approved water source at the site and site restoration beyond normal "housekeeping".

It is understood and agreed Layne operators and equipment will work under the direction of the Client. Layne operators will notify the Client when loss and or damage to drilling equipment or tooling is possible. The Client assumes the cost of repairing and or replacing equipment after this notification process and in cases where damage or loss is not preventable or foreseeable.

Well Permits and Reports- Notice of intent to construct monitoring well(s) and or well permit(s) must be received by Layne in advance of all drilling projects. Copies of completed well construction and test reports must be received by Layne for signature and processing within 30 days of project completion. The Client agrees to indemnify and hold Layne harmless in the event a proper well permit is not obtained and provided to Layne prior to the work or for the failure to provide information necessary to file a completed report(s).

Terms of Payment- The Client will be invoiced for all services, equipment, materials and supplies as reflected on the drillers daily drill report(s). All invoices are net due upon receipt and payable within 30 days. Invoices not received within 30 days from the date of the invoice are considered past due and a finance charge of 1.5% per month (18% APR) will be added to the unpaid balance.

All invoice errors or necessary corrections shall be brought to the attention of Layne within ten (10) days of the date of invoice, thereafter, Client acknowledges invoices are correct and valid.

Basis of Charges- Daily drill reports will be furnished by Layne field personnel for the Client to acknowledge that said equipment is in operation and materials are properly accounted for. Support equipment will be charged on a daily basis regardless of use. If for any reason the Client does not agree with the hours, services, materials, and or equipment set forth on the drillers daily report, and the matter cannot be resolved with our field personnel, the Client should contact Layne's project manager.

If a project estimate is attached for the Client's convenience, it is not to be misinterpreted as a "not-to-exceed" value. Since this is an estimate of reasonably anticipated charges only, the Client will be invoiced for all time, equipment provided and materials consumed on the project.

A minimum of eight hours per day will be charged for all services. Daily travel will be charged for all time required to move the crew to and from the project on a daily basis. This rate does not apply to rig movement. Where inadequate security makes it impractical to leave the rig or equipment on site, the rig rate will be charged for each hour to move equipment. This will be in addition to the mob/demob charges. Per diem will be charged for projects located in excess of 50 miles from Layne's facility.

Delivery of additional materials and or equipment to the project, or removal of additional items requested, will be billed to the Client at a rate of \$150 per hour. In some cases, project materials or supplies returned may be subject to a restocking fee, plus special ordered items are subject to the return policy of the original manufacturer or supplier.

This proposal is subject to rig and crew availability and acceptance of the health and safety plan. The execution of a mutually agreeable contract will serve as a notice to proceed with the work. Rig and crew scheduling, and material ordering will proceed after contract execution. Project delays and cancellations are subject to Layne's material return policy as stated in this document.

Concealed, Unknown, or Differing Site Conditions. If Subcontractor encounters conditions at the project site that are (1) subsurface or otherwise concealed physical conditions that differ from those indicated in this Agreement or the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in this Agreement, then Subcontractor shall promptly provide notice to Engineer. If such conditions exist and materially increase Subcontractor's costs or delay performance, then Subcontractor shall be entitled to equitable adjustments to the price of this Agreement and time for performance, as appropriate.

Lost Fluids Plan During the drilling or reaming of the borehole, if there is substantial loss of drilling fluid for a period of at least two continuous hours due to no fault of Layne, then the owner will compensate Layne for the period of drilling under loss of fluids conditions, at Layne's hourly rate of \$525 per hour, in lieu of footage compensation. If and when loss of fluids conditions are encountered due to hydro geologic conditions, Layne will immediately notify the client so that the owner is informed of the situation and potential costs to be incurred. The owner will provide compensation at a rate of cost plus fifteen

percent markup to Layne for all drilling fluid materials and additives used during the period of loss of fluids. The owner shall not incur costs for drilling fluids or additives placed in the borehole during non-loss of fluids conditions. If loss of fluids is the result of Layne's operations or activities (e.g., excessive fluid weight), all costs to regain fluids shall be borne by Layne. The conditions of this Section shall apply from the beginning of the time period of loss of fluids, and shall continue only until such time as drilling fluid circulation is regained, with full or partial returns of drilling fluid at the land surface. After an initial loss of fluids event has occurred, should fluids be lost again, the conditions of the paragraph will go into effect immediately, and continue until such time as drilling fluid circulation is regained with full or partial returns of drilling fluid at the land surface.

Low Penetration Rate Clause During drilling or reaming operations, if a formation is encountered that results in a penetration rate less than five (5) feet per hour for a period of at least two continuous hours, while at least 1,000 pounds per diameter inch is applied to the drill bit, then the owner will compensate Layne for the period of hard drilling conditions at Layne's hourly rig rate of \$425 per hour, in lieu of footage compensation. Layne will notify the owner immediately when low penetration rate conditions are occurring, so that the owner can assess potential costs to be incurred. Also, the owner will provide compensation at a rate of cost plus fifteen percent markup to Layne Christensen Company for all drilling bits and other materials used during the hard rock drilling conditions. Layne will credit the prorated values of used drilling bits to the owner. The conditions of this section shall apply from the beginning of the time period of low penetration (less than five feet per hour), and shall continue only until such time as drilling is resumed at a rate of four feet per hour or greater. Upon invocation of this penetration rate clause, Layne, if requested, will trip the drill string out of the hole for inspection of the drill bit by the owner. The conditions of this section shall apply only if the owner's inspection of the drilling bit does not indicate excessive bit wear that would substantially decrease the penetration rate. In the event that the drill bit inspection indicates that this section applies, Layne will be compensated at the rig rate for the time expended to inspect the drill bit.

Proposal for Drilling Services					
Boart Longyear Drilling Services 2570 West 1700 South Phone: 801-973-6667 Fax: 801-973-4572 www.boartlongyear.com			Client: <u>Hunter Contracting Co.</u> Contact: <u>Robert Mata</u> Email: robert.mata@huntercontracting.com Phone: <u>480-503-7427</u> Cell: <u>480-695-9452</u> Other:		
City of Goodyear Water Well 18 5/8" 2017					
Item	Description	Qty	Unit Price	Unit	Total Price
1	Mobilization / Demobilization, site set up	1.0	\$135,000.00	LS	\$135,000.00
2	Drill 40" diameter borehole	40.0	\$423.00	FT	\$16,920.00
3	Furnish, install and grout 36" outer diameter (OD) mild steel casing (3/8" wall thickness)	40.0	\$326.00	LF	\$13,040.00
4	Drill nominal 15" diameter pilot borehole	1,060.0	\$105.00	LF	\$111,300.00
5	Geophysical Logging of Pilot Hole	1.0	\$12,944.00	LS	\$12,944.00
6	Ream pilot borehole to 28" diameter	1,060.0	\$205.00	LF	\$217,300.00
7	Furnish and Install 18-5/8" OD 304 stainless steel Full Flo Louvered Well Screen	350.0	\$638.00	LF	\$223,300.00
8	Furnish and Install 18-5/8" 304SS blank casing with bottom plate	50.0	\$763.00	LF	\$38,150.00
9	Furnish and Install Dielectric Coupler	1.0	\$8,000.00	LS	\$8,000.00
10	Furnish and Install 18-5/8" OD HSLA (.312 wall thickness)	720.0	\$215.00	LF	\$154,800.00
11	Furnish and Install 2" 304SS Gravel Feed & Sounding Tubes	1,660.0	\$28.00	LF	\$46,480.00
12	Furnish and Install Filter Pack	2,150.0	\$35.00	CF	\$75,250.00
13	Furnish and Install bentonite seal	86.0	\$46.00	CF	\$3,956.00
14	Furnish and Install Neat Cement grout	2,070.0	\$43.00	CF	\$89,010.00
15	Perform Zonal Sampling Tests	24.0	\$675.00	HR	\$16,200.00
16	Grout cure time (24 Hrs standby)	24.0	\$575.00	HRS	\$13,800.00
17	Grout Seal Certification	1.0	\$3,000.00	LS	\$3,000.00
18	Install concrete pad and well cap	1.0	\$1,987.00	LS	\$1,987.00
19	Well development with dual swab development tool and air lift pumping	60.0	\$675.00	HR	\$40,500.00
20	Furnish, Install, and Remove all required test pump equipment	1.0	\$26,061.00	LS	\$26,061.00
21	Well development with test pump, followed by step-drawdown and constant rate testing	120.0	\$350.00	HR	\$42,000.00
22	Well Disinfection	1.0	\$4,395.00	LS	\$4,395.00
23	Plumbness and alignment test	1.0	\$2,500.00	LS	\$2,500.00
24	Perform Video Log on Completed Borehole	1.0	\$4,250.00	LS	\$4,250.00
Estimated Total					\$1,300,143.00

Additional Rig Rates:			
1	Rig Operating Rate for Additional Work (Non Drilling)	Per Hour	\$675.00
2	Rig and Crew Standby Delays	Per Hour	\$575.00
3	Low Penetration Rate	Per Hour	NA

Exclusions:	
1	Access road to drilling location, drilling pad construction, site prep and restoration.
2	Transportation or disposal of cuttings and drilling fluids off site.
3	Delays out of the control of the driller
4	Repair of damage to unmarked utilities
5	Unspecified obstruction drilling (i.e.: footings, foundations etc.)
6	Drilling water supply
7	Union or prevailing/Davis Bacon wages
8	Performance and payment bonds
9	Re-drilling of bore holes due to caving or collapsed formations
10	Any additional work not explicitly included in bid proposal
11	Traffic control measures
12	Noise Control (i.e.: sound panels or blankets)
13	Permits or licenses (i.e.: traffic control, encroachment, discharge, erosion control, etc.)

Assumptions:	
1	Work has been bid based upon the information provided to BLY with the following exclusions listed above. Work will be billed based upon the actual quantities performed in accordance with the above provided unit rates.
2	Level drill pad 200' X 150' with access, adequate for 2WD rubber tired equipment accompanied by nearby staging area for semi truck deliveries and material storage, to be provided by client.
3	Drilling spoils and all fluids generated will be discharged to sumps or containers provided by others
4	An adequate water supply (2" line) will be provided at or near the drill site by the client at no expense to BLY.
5	If water is not available onsite BLY can provide water hauling services at the rate of \$85/HR
6	All shift delays required for items such as insufficient access, water level measurements or client requested safety training/pauses, including all inclement weather etc. will be charged at the standby hourly rate
7	Any re-drilling, hole conditioning or extra tripping of boreholes required will be charged at the provided rig hourly rate, plus unanticipated drilling consumables at cost plus 15%
8	Annular material quantities that exceed 120% of theoretical annulus volumes will be billed at provided unit rates or cost plus 15%, plus rig operating rate for installation
9	Zonal Sampling Tests will be billed hourly for any time relating to the tests: time tripping in or out of the borehole, time retrieving samples, plus any materials used (gravel pack, bentonite) to seal off zones will be charged at cost plus 15%.
10	This estimate is subject to rig and crew availability. Neither party shall be bound by the terms of this estimate until a separate project specific agreement is executed.

Thank you for requesting this estimate from Boart Longyear Company. We look forward to the opportunity to work with you on this project.

Sincerely,

Casey Curtis
Contracts Manager
Boart Longyear Company
Direct: 385-234-3877
MBL: 801-657-1574
casey.curtis@boartlongyear.com

DESIGN-BUILD GMP SUMMARY FORM

Project Name: Site 12 Treatment Expansion & Site Work

Date: 10/27/17

Project Location: City of Goodyear

Project No: WA-1710

A. Direct Costs:

- A1 Labor and Burden
- A2 Equipment (Owned and Rented)
- A3 Material, Supplies, and Fees
- A4 Subcontracts
- A5 Allowances & Contingencies

Amount

\$	-
\$	-
\$	-
\$	-
\$	-

A. - Total of Direct Costs:

\$ -

B. General Conditions:

8.50% \$ -

Subtotal 1 (Cost Of The Work)

\$ -

C. Contractor's Fee:

3.40% \$ -

Subtotal 2

\$ -

D. Bonds and Insurance Allowances:

- D1 Bonds
- D2 Insurance

0.84% \$ -
1.09% \$ -

D. - Bonds & Insurance Allowance Total:

\$ -

Subtotal 3

13.83% \$ -

E. Sales Tax

- E1 Sales Tax
- E3 Tax Credits

6.37% \$ -
\$ -

E. - Sales Tax Total:

\$ -

F. GMP Proposal:

\$ -

G. Design / Post-Design Services:

\$ -

H. Preconstruction Services:

\$ -

I. Previous GMP's:

\$ -

J. Total Project Cost

\$ -

NOTES:

1. Contractor to fill in highlighted areas only:

 - a. Direct Costs (A) to be completed as the cost estimate is developed.
 - b. Indirect Cost (B, C and D) percentages to be established during preconstruction phase negotiations.
2. Formulas Used in Calculations:
 - Subtotal 1 = A + B
 - Contractor's Fee (C) = C Percentage x Subtotal 1
 - Subtotal 2 = C + Subtotal 1
 - Bond & Insurance Allowances = D Percentages x Subtotal 2
 - Subtotal 3 = D + Subtotal 2
 - Sales Tax (E1) = Subtotal 3 x Tax Rate
 - GMP Proposal (F) = Subtotal 3 + E
 - Design/Post Design Services (G) is Engineer's costs (per applicable phase)
 - Preconstruction Services (H) is Contractor's costs associated with that phase.
 - Previous GMP's (I) includes total cost of previous approved GMP's
 - Total Project Cost (J) = F + G + H + I

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

(DUPLICATE ORIGINAL)

Project # WA-1710

Bond No. 106769795

KNOW ALL MEN BY THESE PRESENTS

That, HUNTER CONTRACTING CO (hereinafter called Principal), as Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA (hereinafter Surety), a corporation organized and existing under the laws of the State of CONNECTICUT with its principal office in the City of HARTFORD holding a certificate of authority to transact surety business in Arizona issued by the Director of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto CITY OF GOODYEAR (hereinafter Oblige) in the amount of ONE MILLION, THREE HUNDRED-FIFTY THOUSAND AND NO/100----- Dollars (\$1,350,000.00), for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige, dated the _____ day of _____, 20 17, to construct and complete certain work described as

GOODYEAR SITE 12 TREATMENT EXPANSION & SITE WORK

Which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

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

Witness our hands this 2ND day of NOVEMBER, 20 17.

HUNTER CONTRACTING CO

Principal (Seal)

By: 

Title: Rob Padilla, President

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Surety (Seal)

By: 

WILLIAM J. PASSEY

Attorney-in-Fact

Agency of Record:

PASSEY-BOND CO., INC.

P.O. BOX 819

MESA AZ 85211

480-969-2291

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

(DUPLICATE ORIGINAL)

Project # WA-1710

Bond No. 106769795

KNOW ALL MEN BY THESE PRESENTS

That, HUNTER CONTRACTING CO (hereinafter called Principal), as Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA (hereinafter Surety), a corporation organized and existing under the laws of the State of CONNECTICUT with its principal office in the City of HARTFORD holding a certificate of authority to transact surety business in Arizona issued by the Director of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto CITY OF GOODYEAR (hereinafter Obligee) in the amount of ONE MILLION, THREE HUNDRED-FIFTY THOUSAND AND NO/100----- Dollars (\$1,350,000.00), for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20 17, to construct and complete certain work described as

GOODYEAR SITE 12 TREATMENT EXPANSION & SITE WORK

Which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

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

Witness our hands this 2ND day of NOVEMBER, 20 17.

HUNTER CONTRACTING CO

Principal (Seal)

By: Rob Padilla

Title: Rob Padilla, President

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Surety (Seal)

By: William J. Passey

WILLIAM J. PASSEY Attorney-in-Fact

Agency of Record:

PASSEY-BOND CO., INC.

P.O. BOX 819

MESA AZ 85211

480-969-2291



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 231435

Certificate No. 007220704

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

William J. Passey, and C. Passey

of the City of Mesa, State of Arizona, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 9th day of May, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: 

Robert L. Raney, Senior Vice President

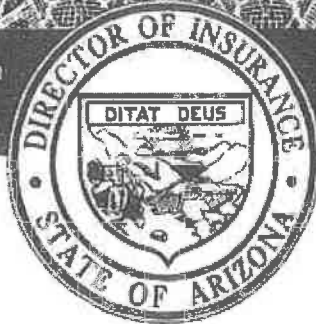
On this the 9th day of May, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.




Marie C. Tetreault, Notary Public

STATE OF



ARIZONA

**DEPARTMENT OF INSURANCE
CERTIFICATE OF AUTHORITY**

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

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

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

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

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

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

A Certificate of Authority remains the property of the State of Arizona. Upon termination at the request of the insurer or revocation by the Director of Insurance, the insurer shall immediately deliver the Certificate of Authority to the Director of Insurance.

In TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Director of Insurance at the City of Phoenix. The effective date of this Certificate is July 1, 1997.



John A. Greene

John A. Greene
Director of Insurance

E146 (01/97)

299127

000843



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/2/2017

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 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 Passey-Bond Co., Inc. 28 North Center Street P. O. Box 819 Mesa AZ 85211-0819		CONTACT NAME: Kori L. Moseley, CISR, CPIW PHONE (A/C, No, Ext): (480) 969-2291 FAX (A/C, No): (480) 833-4833 E-MAIL ADDRESS: korim@passeybond.com	
INSURED Hunter Contracting Co. 701 N. Cooper Road Gilbert AZ 85233		INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Co. NAIC # 10677 INSURER B: Great American Insurance Group 16691 INSURER C: CopperPoint Premier Insurance Co. INSURER D: Berkley Assurance Co. INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****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 checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CPP1061979	5/1/2017	5/1/2018	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input checked="" type="checkbox"/> GA233AZ/GA4316AZ 0909						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> GA4094 1001/CG2404 1093						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			\$10,000 per occurrence			PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:			Bi & PD deductible			\$
A	AUTOMOBILE LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CPA1061979	5/1/2017	5/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> AA4171 AA4172 <input checked="" type="checkbox"/> AA4174						PROPERTY DAMAGE (Per accident) \$
\$1,000 Comprehensive & Collision deductible				\$			
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			TUU405724711	5/1/2017	5/1/2018	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 10,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	WC000313 (4-84)	5/1/2017	5/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Prof Liab/Pollution			PCAB-5001633-1116	11/28/2016	11/28/2017	Aggregate /Per Claim \$4mil/\$2mil
A	Course of Construction			CPP1061979	5/1/2017	5/1/2018	Limit/Deductible \$10mil/10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Job #WA-1710/HCC 17429-00 Site 12 Treatment Expansion & Site Work Goodyear, AZ.

CERTIFICATE HOLDER**CANCELLATION**

City of Goodyear
and its agents, representatives, director
officials, employees and officers
14455 W. Van Buren Street
Suite #D1010
Goodyear, AZ 85338

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

Bill Passey/KORI

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 05-01-2017	Policy Number: CPA 106 19 79
Named Insured: HUNTER CONTRACTING CO	
Countersigned by:	

(Authorized Representative)

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

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 executed prior to the "bodily injury" or "property damage".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION - AUTO

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 05-01-2017	Policy Number: CPA 106 19 79
Named Insured: HUNTER CONTRACTING CO	
Countersigned by:	

(Authorized Representative)

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

1. 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".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 05-01-2017	Policy Number: CPA 106 19 79
Named Insured: HUNTER CONTRACTING CO	
Countersigned by:	

(Authorized Representative)

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

1. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

**ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE REQUIRED TO NAME
UNDER THIS ENDORSEMENT IN A WRITTEN CONTRACT OR AGREEMENT.**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV -- COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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:

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

4. Supplementary Payments

- Bail bonds: \$ 1,000
- Loss of earnings: \$ 350

5. Medical Payments

Medical Expense Limit: \$ 10,000

6. Voluntary Property Damage (Coverage a.) and Care, Custody or Control Liability Coverage (Coverage b.)

Limits of Insurance (Each Occurrence)

Coverage a. \$1,000

Coverage b. \$5,000 unless otherwise stated \$ _____

Deductibles (Each Occurrence)

Coverage a. \$250

Coverage b. \$250 unless otherwise stated \$ _____

COVERAGE	PREMIUM BASIS (a) Area (b) Payroll (c) Gross Sales (d) Units (e) Other	RATE (For Limits in Excess of \$5,000)	ADVANCE PREMIUM (For Limits in Excess of \$5,000)
b. Care, Custody or Control			\$
TOTAL ANNUAL PREMIUM			\$

11. Property Damage to Borrowed Equipment

Each Occurrence Limit: \$ 10,000

Deductible: \$ 250

C. Coverages:

1. Employee Benefit Liability Coverage

- a. The following is added to SECTION I - COVERAGES: Employee Benefit Liability Coverage.

(1) Insuring Agreement

- (a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

- 1) The amount we will pay for damages is limited as described in SECTION III - LIMITS OF INSURANCE; and

- 2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- (b) This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and

- 1) Occurs during the policy period; or
2) Occurred prior to the effective date of this endorsement provided:

- a) You did not have knowledge of a claim or "suit" on or before the effective date of this endorsement.

You will be deemed to have

knowledge of a claim or "suit" when any "authorized representative";

- i) Reports all, or any part, of the act, error or omission to us or any other insurer;
- ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

- b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

(a) Bodily Injury, Property Damage or Personal and Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

(b) Dishonest, Fraudulent, Criminal or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) Failure to Perform a Contract

Damages arising out of failure of performance of contract by any insurer.

(d) Insufficiency of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy of Performance of Investment / Advice Given With Respect to Participation

Any claim based upon:

- 1) Failure of any investment to perform;
- 2) Errors in providing information on past performance of investment vehicles; or
- 3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation and Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

- (1) Refusal to employ;
- (2) Termination of employment;
- (3) Coercion, demotion, evaluation, reassign-

ment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or

- (4) Consequential liability as a result of (1), (2) or (3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B also apply to this Coverage.

b. Who is an Insured

As respects Employee Benefit Liability Coverage, **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced by the following:

- (1) If you are designated in the Declarations as:

- (a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- (b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.
- (c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- (d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or di-

rectors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- (e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

- (2) Each of the following is also an insured:

- (a) Each of your "employees" who is or was authorized to administer your "employee benefit program".

- (b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.

- (c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

- (3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

- (a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- (b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits of Insurance

As respects Employee Benefit Liability Coverage, **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced by the following:

- (1) The Limits of Insurance shown in Section B. **Limits of Insurance, 1. Employee Benefit Liability Coverage** and the rules

below fix the most we will pay regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought;
- (c) Persons or organizations making claims or bringing "suits";
- (d) Acts, errors or omissions; or
- (e) Benefits included in your "employee benefit program".

(2) The Aggregate Limit shown in Section B. **Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

(3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section B. **Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

- (a) An act, error or omission; or
- (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions,

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

(4) **Deductible Amount**

- (a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be

reduced by the amount of this deductible.

(b) The deductible amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

(c) The terms of this insurance, including those with respect to:

- 1) Our right and duty to defend the insured against any "suits" seeking those damages; and
- 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim,

apply irrespective of the application of the deductible amount.

(d) 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 we have paid.

d. **Additional Conditions**

As respects **Employee Benefit Liability Coverage, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

(1) Item 2. **Duties in the Event of Occurrence, Offense, Claim or Suit** is deleted in its entirety and replaced by the following:

2. **Duties in the Event of an Act, Error or Omission, or Claim or Suit**

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

- (1) What the act, error or omission was and when it occurred; and
- (2) The names and addresses of anyone who may suffer dam-

ages as a result of the act, error or omission.

- b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

(2) Item 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 insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when c. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the

method described in b. below.

b. 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.

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

e. Additional Definitions

As respects **Employee Benefit Liability Coverage, SECTION V - DEFINITIONS** is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

b. Interpreting the "employee benefit programs";

c. Handling records in connection with the "employee benefit programs"; or

- d. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include:

- a. Handling payroll deductions; or
 - b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.
2. "Cafeteria plans" means plan authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.
3. "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
- a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

- c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and

- d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

(2) The following definitions are deleted in their entirety and replaced by the following:

21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;

- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or

- c. An appeal of a civil proceeding.

8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

2. Unintentional Failure to Disclose Hazards

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 7. Representations is hereby amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage to Premises Rented to You

- a. The last Subparagraph of Paragraph 2. **SECTION I - COVERAGES, COVERAGE A. - BODILY INJURY AND PROPERTY DAMAGE, 2. LIABILITY Exclusions** is hereby deleted and replaced by the following:

Exclusions c. through q. do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner.

- b. The insurance provided under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

- (1) As respects Water Damage Legal Liability, as provided in Paragraph 3.b. above:

The exclusions under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**, other than i. **War and the Nuclear Energy Liability Exclusion**, are deleted and the following are added:

This insurance does not apply to:

- (a) "Property damage":

- 1) Assumed in any contract; or
- 2) Loss caused by or resulting from any of the following:
 - a) Wear and tear;
 - b) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
 - c) Smog;
 - d) Mechanical breakdown including rupture or bursting caused by centrifugal force;

- e) Settling, cracking, shrinking or expansion; or

- f) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.

- (b) Loss caused directly or indirectly by any of the following:

- 1) Earthquake, volcanic eruption, landslide or any other earth movement;

- 2) Water that backs up or overflows from a sewer, drain or sump;

- 3) Water under the ground surface pressing on, or flowing or seeping through:

- a) Foundations, walls, floors or paved surfaces;

- b) Basements, whether paved or not; or

- c) Doors, windows or other openings.

- (c) Loss caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, or fire protection systems caused by or resulting from freezing, unless:

- 1) You did your best to maintain heat in the building or structure; or

- 2) You drained the equipment and shut off the water supply if the heat was not maintained.

- (d) Loss to or damage to:

- 1) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or

- 2) The interior of any building or structure, or to personal property in the building or structure

caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit of Insurance

The Damage to Premises Rented to You Limit as shown in the Declarations is amended as follows:

(2) Paragraph 6. of SECTION III - LIMITS OF INSURANCE is hereby deleted and replaced by the following:

6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, for damages because of "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of any one "occurrence" to which this insurance applies.

(3) The amount we will pay is limited as described in Section B. **Limits of Insurance, 3. Damage to Premises Rented to You** of this endorsement.

4. Supplementary Payments

Under SECTION I - COVERAGE, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:

a. Paragraph 2. is replaced by the following:

Up to the limit shown in Section B. **Limits of Insurance, 4.a. Bail Bonds** of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

b. Paragraph 4. is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section B. **Limits of Insurance, 4.b. Loss of Earnings** of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in Section B. **Limits of Insurance, 5. Medical Payments** of this endorsement.

6. Voluntary Property Damage and Care, Custody or Control Liability Coverage

a. Voluntary Property Damage Coverage

We will pay for "property damage" to property of others arising out of operations incidental to the insured's business when:

- (1) Damage is caused by the insured; or
- (2) Damage occurs while in the insured's possession.

With your consent, we will make these payments regardless of fault.

b. Care, Custody or Control Liability Coverage

SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, j. Damage to Property, Subparagraphs (3), (4) and (5) do not apply to "property damage" to the property of others described therein.

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

a. The Limits of Insurance shown in the Declarations are replaced by the limits designated in Section B. **Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** 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, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (1) Insureds;
- (2) Claims made or "suits" brought; or
- (3) Persons or organizations making claims or bringing "suits".

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;
 - 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 as an 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.

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):

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE REQUIRED TO NAME UNDER
THIS ENDORSEMENT IN A WRITTEN CONTRACT OR 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.

**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.

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

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

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

Endorsement Effective 05/01/2017 Policy No. 1016380
Insured Hunter Contracting Co/Hunter Ditch LP/BED LLC

Endorsement No. 2
Premium \$ 500

Insurance Company CopperPoint Premier Insurance Company

Countersigned by

Don Hernandez

WC 00 03 13
(Ed. 4-84)