

CONTRACT COVER SHEET

For Contract Review - please route Contract through Finance – Procurement Dept. A contract number will be assigned when it starts the review process.

NOTE: Contract Numbers will not be issued via email or over the telephone.



*Please fill out this form completely or it will be returned to you prior to review, approval, or filing in LaserFiche.
If a response is not applicable, please use "N/A" - Do Not Leave Any Blanks.*

Date Submitted for Review: _____

Type (check one):

Construction ☐

Contract ☐

Change Order/Modification ☐ #NA Drop Down

IGA ☐

Development Agreement ☐

Amendment ☒ #3 Drop Down

Easement ☐

Lease/Property Acquisition ☐

Other ☐ (please specify):

IDENTIFYING INFORMATION: (Please fill in each field)

Requesting Dept., Contact Name, Ext. #:

Public Works, Todd Carpenter, 7643

Contractor Name, Address, Tel. No.:

Felix Construction Company

1326 W. Industrial Dr.

Coolidge, AZ 85128

David Gianetto, 623-435-4314

davidg@felixconstruction.com

Assigned Contract Number: CON – 19-4739-A3

Link to: 19-4739

Brief Summary of the Services to be provided:

JOC - Water & Wastewater Treatment & Remote Facilities

Projects - Rainbow Valley WRF Disc Filter Facility

Installation

Terms:

Start: 10/29/19 Expire: 5/30/20 with option to extend for 3-add'l one-yr periods

Contract Amount: \$ 1,229,934.61

Council Date: 10/28/19 COAC # 2017-6695 N/A ☐

City Clerk's Office Use – Retention Date: _____

REVIEWED AND APPROVED:

☒ Procurement: _____ Date: _____ Contracts/Procured Services

☒ Legal: _____ Date: _____ All documents

☐ City Manager: _____ Date: _____ When required

CONTRACT REVIEW REQUIREMENTS

PROCUREMENT PROCESS – NOTE: IGAs, Easements, Lease/Property Acquisition and Development Agreements do not require Procurement Review. However, they must still be seen by Legal Services. All Contracts must be reviewed and signed off by Procurement or the City Manager & Legal Services prior to going to Council.

Designate what method you used to arrive at this contract and whether the item is budgeted for:

☐ Less than \$5000 ☐ \$5,000 to \$50,000 – 3 written quotes ☐ Cooperative Agreement ☐ On-Call /Task Order

☐ Formal Solicitation, Incl. Solicitation Number: OP- _____

☒ Other – please name (e.g., sole source, demo, etc. & attach RAP (Request for Alternate Procurement) approved by Procurement Manager.

Budgeted: ☒ Yes ☐ No Requires Council Action: Yes ☒ No ☐ If yes, Council Date: 10/28/19 **Attach COAC**

Additional Funding Source? ☐ Federal – Identify: _____ ☐ State – Identify: _____

☐ Grant/Other – Identify: _____

*Attach all supporting documentation for funding source.

ADDITIONAL COMMENTS? Per Peoria JOC Contract ACON20118 - Job Order RVWRF Disc Filter Facility Installation

INSURANCE & BONDS (To be completed by Procurement Specialist)

Insurance Certificate: ☒ Attached _____ Initial _____ Date: _____

Bid Bond: ☐ Attached _____ Initial _____ Date: _____

Performance Bond: ☒ Attached VJ Initial _____ Date: _____

Payment Bond: ☒ Attached VJ Initial _____ Date: _____



**Contract Amendment
No. 3
Contract Number: CON-19-4739-A3**

Office of Procurement
190 N. Litchfield Road
P.O. Box 5100
Goodyear, AZ 85338
Phone: 623-882-7845

**JOC Water & Wastewater Treatment
and Remote Facilities Projects**


CONTRACT EXTENSION

Pursuant to Section 3.0 Work Authorization of the City of Peoria Job Order Contract, (ACON 20118), the Goodyear Cooperative Purchasing Agreement, CON-19-4739 is hereby mutually amended to reflect the following Job Order:

Job Order 3: \$1,229,934.61
Job Order Cost Proposal, Contractors Job Order 1628.19, Rainbow Valley WRF Disc Filter Facility Installation, shall not exceed the amount listed herein without prior written authorization. The total cost shall include all applicable costs associated with the Job Order, issuance of the certificate of insurance, additional insured endorsements, and payment and performance bonds, per the Exhibit A.

No other terms, conditions, or performance standards written or implied are changed.

Procurement Officer: Victoria Jackson, CPPB

City of Goodyear		Felix Construction Company	
By: _____	_____	By:  _____	10/02/2019
Jacque Behrens, CPPB	Date	Signature	Date
Title: _____	Procurement Manager	David Giannetto, Principal	
		Typed Name and Title	
Attested By:		Approved as to Form By:	
_____		_____	
Darcie McCracken, City Clerk		Roric Massey, City Attorney	

**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)

Bond No. 107115326

KNOW ALL MEN BY THESE PRESENTS THAT: **Felix Construction Company** (hereinafter "Principal"), as Principal, and **Travelers Casualty And Surety Company Of America** (hereinafter called "Surety"), a corporation organized and existing under the laws of the State of **CT**, with its principal offices in the City of **Hartford**, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto **City of Goodyear** (hereinafter "Obligee") in the amount of **ONE MILLION TWO HUNDRED TWENTY NINE THOUSAND NINE HUNDRED THIRTY FOUR AND 61/100--Dollars (\$1,229,934.61)**, 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 2nd day of October, 2019, to construct and complete certain work described as

**Rainbow Valley WRF - Disc Filter Facility Installation
Contract Amendment No. 3; Contract No. CON-19-4739-A3**

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 THE OBLIGATION IS SUCH, that if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of the contract during the original term of the contract and any extensions of the contract, with or without notice of Surety, and during the life of any guaranty required under the contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized 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, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this agreement.

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

Witness our hands this 3rd day of October, 2019.

Felix Construction Company

PRINCIPAL

SEAL

BY

Title:

PRINCIPAL

Travelers Casualty And Surety Company Of America

SURETY

SEAL

BY

Stephanie L. Bucholz (Attorney-in-Fact)

CBI Bonding, Inc.

Agency of Record

535 E. McKellips Road, Suite 129, Mesa, AZ 85203

Agency Address

**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)

Bond No. 107115326

KNOW ALL MEN BY THESE PRESENTS THAT: **Felix Construction Company** (hereinafter "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 **CT**, with its principal offices in the City of **Hartford**, holding a certificate of authority to transact surety business in Arizona issued by the Director of Department 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 TWO HUNDRED TWENTY NINE THOUSAND NINE HUNDRED THIRTY FOUR AND 61/100--Dollars (\$1,229.00)**, 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 2nd day of October, 2019, to construct and complete certain work described as

**Rainbow Valley WRF - Disc Filter Facility Installation
Contract Amendment No. 3; Contract No. CON-19-4739-A3**

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

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly pays all 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 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, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this agreement.

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

Witness our hands this 3rd day of October, 2019.

Felix Construction Company

PRINCIPAL

SEAL

BY [Signature]

Title: PRINCIPAL

Travelers Casualty And Surety Company Of America

SURETY

SEAL

BY [Signature]

Stephanie L. Bucholz (Attorney-in-Fact)

CBI Bonding, Inc.

Agency of Record

535 E. McKellips Road, Suite 129, Mesa, AZ 85203

Agency Address



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

POWER OF ATTORNEY

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, **2017**.



State of Connecticut

City of Hartford ss.

By:

Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, **2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance 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

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

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

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

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

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

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **3rd** day of **October**, **2019**



Kevin E. Hughes, Assistant Secretary

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



Job Order Cost Proposal

Exhibit A



CONTRACTOR NAME:

Felix Construction Company

Contract Type: Cooperative Purchasing Agreement

City Project No.: TBD

Job Order No.: TBD

Contractors Job No.: 1628.XX

City Project Mgr.: Todd Carpenter

Prepared By: Kory Burden

Fee Type: GMP

Date: 9/9/2019

Location: Rainbow Valley WRF

Revision: Rev 0

Job Title: Disc Filter Facility Installation

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

See attached Bid Scope and Bid Assumptions for additional information and clarifications.

SECTION A: LABOR (inclusive of burden)

			Labor Cost	
Position	Unit	Quantity		Total
Estimator	Hours	-	\$ 75.00	\$ -
Project Manager	Hours	300.00	\$ 80.00	\$ 24,000.00
Project Engineer	Hours	-	\$ 55.00	\$ -
Admin	Hours	-	\$ 35.00	\$ -
Project Superintendent	Hours	250.00	\$ 75.00	\$ 18,750.00
Foreman	Hours	458.27	\$ 50.00	\$ 22,913.69
Craftsman	Hours	584.78	\$ 36.00	\$ 21,052.23
Apprentice / Laborer	Hours	896.08	\$ 28.50	\$ 25,538.33
Elect Professional Engineer	Hours	-	\$ 85.00	\$ -
Elect Project Manager	Hours	48.75	\$ 80.00	\$ 3,900.00
Elect Technician - Lead	Hours	40.00	\$ 55.00	\$ 2,200.00
Elect Technician - Journeyman	Hours	201.69	\$ 45.00	\$ 9,076.24
Elect Technician - Apprentice	Hours	362.00	\$ 36.00	\$ 13,032.00
Elect General Laborer	Hours	362.00	\$ 28.50	\$ 10,317.00
Elect Admin	Hours	-	\$ 35.00	\$ -
*Any emergency or T&M work that requires overtime will be billed at 1.5 times the listed Unit Prices.				\$ 150,778.50

SECTION B: EQUIPMENT (supporting information attached, i.e. EquipmentWatch.com)

			Equipment Cost	
Item	Unit	Quantity	Unit Price	Total
Backhoe	Hours	283.72	\$ 51.36	\$ 14,571.86
Excavator	Hours	31.10	\$ 142.94	\$ 4,445.90
Loader	Hours	-	\$ 65.60	\$ -
Boom Truck	Hours	222.22	\$ 54.44	\$ 12,097.62
Water Truck	Hours	62.21	\$ 61.93	\$ 3,852.45
Water Wagon	Hours	26.11	\$ 14.98	\$ 391.13
Air Compressor	Hours	-	\$ 16.48	\$ -
Compactor - Hand	Hours	88.32	\$ 9.00	\$ 794.85
Dump Truck	Hours	-	\$ 63.36	\$ -
Roller	Hours	88.32	\$ 37.75	\$ 3,333.94
ext. Reach Forklift	Hours	-	\$ 52.82	\$ -
Crane	Hours	-	\$ 129.94	\$ -
Pickup Truck - Light Duty	Hours	389.23	\$ 16.81	\$ 6,543.00
Pickup Truck - 1 Ton	Hours	753.42	\$ 25.43	\$ 19,159.57
Small Tools & Supplies (Consumables)	Hours	484.78	\$ 7.00	\$ 3,393.49
Manlift	Hours	-	\$ 39.55	\$ -
Portable Welder	Hours	-	\$ 14.75	\$ -
Other Equipment	Hours	-	\$ 1.00	\$ -
Subtotal Equipment Cost (B)				\$ 68,583.81

SECTION C: MATERIALS

			Material Cost	
Item	Unit	Quantity	Unit Price	Total
Kruger Disc Filters	EA	2.00	\$ 142,450.00	\$ 284,900.00

Isolation (Slide) Gates	EA	2.00	\$ 6,000.00	\$ 12,000.00
Aggregates	LS	1.00	\$ 5,825.71	\$ 5,825.71
Concrete & Accessories	CYD	71.55	\$ 452.29	\$ 32,362.85
Pipe, Valves & Fittings	LS	1.00	\$ 91,961.00	\$ 91,961.00
Electrical Conduit, Wire & Devices	LS	1.00	\$ 38,456.00	\$ 38,456.00
FRP Weir	EA	2.00	\$ 2,250.00	\$ 4,500.00
Anchor Bolts & Grout	LS	1.00	\$ 1,740.00	\$ 1,740.00
			Subtotal Material Cost (C)	\$ 471,745.56

SECTION D: SUBS & CONSULTANTS

SECTION D: SUBS & CONSULTANTS		Description of Work to be Performed (Supporting quote & information attached)	Total Cost
Company			
TBD		Trucking and Disposal	\$ 7,636.42
TBD		Softdig / Private Locator	\$ 3,600.00
TBD		Concrete Pump	\$ 3,378.47
TBD		Handrail, Grating and Shade Canopy	\$ 70,750.00
TBD		Crane for Disc Filter Install	\$ 4,500.00
TBD		Hot Tap Installation	\$ 1,500.00
TBD		Painting & Pipe ID	\$ 3,000.00
		Subtotal Subcontractors & Consultants (D)	\$ 94,364.88

SECTION E: RENTAL EQUIPMENT

SECTION E: RENTAL EQUIPMENT		Description of Rental Equipment (Supporting quote & information attached)	Total Cost
Company			
TBD		Shoring Rental	\$ 3,750.00
Empire CAT		Demolition Excavator Rental	\$ 6,606.95
TBD			\$ -
		Subtotal Rental Equipment (E)	\$ 10,356.95

SECTION F: GENERAL CONDITIONS OF THE WORK

			General Conditions Cost	
Item	Unit	Quantity	Unit Price	Total
Mobilization / Demobilization	LS	1.00	\$ 1,400.00	\$ 1,400.00
Permits & Environmental Controls	LS	1.00	\$ 600.00	\$ 600.00
Temporary Facilities & Controls	LS	1.00	\$ 3,090.00	\$ 3,090.00
Brown & Caldwell Construction Management Fee	LS	1.00	\$ 121,284.00	\$ 121,284.00
Surveying / Testing	LS	1.00	\$ 3,750.00	\$ 3,750.00
Site Support	LS	1.00	\$ -	\$ -
Miscellaneous / Other	LS	1.00	\$ -	\$ -
			Subtotal General Conditions (F)	\$ 130,124.00

OVERHEAD: 5.75% (% to be taken from matrix)

PROFIT: 8.50% (% to be taken from matrix)

Subtotal General Contractor Costs (A+C+E+F): \$ 763,006.01
O&P (14.25% of A+C+E+F): \$108,728.36
Subtotal General Contractor Costs (B): \$ 68,583.81
Total General Contractor Costs including O&P: \$ 940,318.18

Subtotal Subcontractor Costs (D) \$94,364.88
Subcontractor Profit (5% of D) \$4,718.24
Total Subcontractor Costs including O&P: \$99,083.13

TOTAL GC and Subcontractor Costs including O&P: \$1,039,401.30
Insurance Costs @ 1.0% \$10,394.01
Bond Costs @ 1.2% \$12,472.82
Sales Tax (65% of 9.8%) \$67,666.48

Subtotal Job Cost: \$1,129,934.61

Project Contingencies \$90,000.00

Project Allowances \$10,000.00

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

TOTAL JOB COST: \$1,229,934.61

Submitted by:


Kory Burden, Jr. Estimator

Monday, September 9, 2019

Date

Job Order Cost Proposal Clarifications

Project: Disc Filter Facility Installation

Date: 9/9/2019

Revision: Rev 0

Includes:

- 1 Construct the new disc filter facility per the attached plans and specifications dated August 26, 2019
- 2 Demolish and properly remove the existing traveling bridge filter facility
- 3 New disc filters will be Kruger per the attached proposal dated July 18, 2019
- 4 Brown & Caldwell will provide construction oversight of this project see attached proposal dated September
- 5 Materials testing and Surveying
- 6 Permitting for City, County and State approvals
- 7 Aluminum handrail, grating and supports
- 8 316 SST Slide gates with handwheel operators
- 9 Submittal and approval of City Building Permit

Excludes:

- 1 Hazardous Materials Testing and Abatement
- 2 Bypass pumping and dewatering of any kind
- 3 Chemical / sewer coating of concrete surfaces
- 4 Dust Control or SWPPP Plans/Permits

Clarifications:

- 1
- 2
- 3

Price Assumes:

- 1 Normal Working Hours
- 2 New electrical buckets are going into spare spaces in existing MCC
- 3 Material excavated for new structure can be used as suitable backfill of existing void left after demo of
- 4

Assumes Owner to Provide:

- 1 Owner to provide construction water/hydro test water at no cost
- 2
- 3
- 4

Potential Contingency Usage:

- 1 Coating of structure
- 2 Additional valves needed for isolation not currently shown on 50% design
- 3 Bypass pumping of any kind
- 4 Changes to project scope between 50% Design and Final Design

Project Allowance Details:

- 1 City Permit Costs
- 2
- 3

**City of Goodyear Job Order Cost Proposal
JOC Pricing Matrix**



Cooperative Purchasing Agreement

Contractor: Felix Construction Company

Indirect Cost of the Work	\$1.00 to \$100,000	\$100,001.00 to \$250,000	\$250,001 to \$500,000	\$500,001 to \$1,000,000	\$1,000,001 to \$2,000,000	over \$2,000,000
Overhead	6.00%	6.00%	5.75%	5.75%	5.75%	5.50%
Profit	10.00%	9.50%	9.00%	8.75%	8.50%	8.00%
Payment & Performance Bonds	1.20%	1.20%	1.20%	1.20%	1.20%	1.20%
Insurance	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%
Tax (65% of .098)	6.370%	6.370%	6.370%	6.370%	6.370%	6.370%
Total Indirect Cost %	24.57000%	24.07000%	23.32000%	23.07000%	22.82000%	22.07000%

Client: FELIX CONSTRUCTION		Rental Equipment Quote	
Contact:	KORY BURDEN	9/4/2019	
Phone #:	602.615.6473	http://www.empire-cat.com/rentalterms	
Location:	16699 S RAINBOW VALLEY RD, GOODYEAR, AZ		

*All quotes are based on availability. This quote is valid for 30 days from the date on this quote.

Rental Sur-Charge		2.10%	REP Charge %	Sales Tax %	Miller Road	9.30%
Machine #1	CAT 325F LCR	Machine #2 H130 HAMMER				
Notes:		Notes:				
Oversized:		Oversized:				
GET/Notes:		Daily	Week	4/Week	Daily	Week
		Rates	\$924.00	\$2,376.00	\$1,016.00	\$2,614.00
	REP Charge					
	Hwy. Plt. 3% Fee					
	Rental Surcharge		\$19.40	\$49.90	\$21.34	\$54.89
	Sub Total		\$943.40	\$2,425.90	\$1,037.34	\$2,668.89
	Sales Tax		\$87.74	\$225.61	\$96.47	\$248.21
	Total Cost		\$1,031.14	\$2,651.50	\$1,133.81	\$2,917.10
Freight:	Delivery					
Rates:	\$475.00	Pickup				
Notes/Fees:	\$475.00					
Machine #3	Equipment	Machine #4 Equipment				
Notes:		Notes:				
Oversized:		Oversized:				
GET/Notes:		Daily	Week	4/Week	Daily	Week
		Rates				
	REP Charge					
	Hwy. Plt. 3% Fee					
	Rental Surcharge					
	Sub Total					
	Sales Tax					
	Total Cost					
Freight:	Delivery					
Rates:		Pickup				
Notes/Fees:						

Empire Rental owns & maintains a wide variety of units from Caterpillar and other Allied Equipment Manufacturers. We also have the ability to source equipment from other dealers as needed via re-rent. All units are available for sale, lease/purchase, and short or long term rental. Empire applies up to 100% of payment on Lease Purchase items, less interest, which is based off the terms of the contract. Full lube service and fuel contracts are available on all rental units. Empire has the capacity to provide complete or partial, on site, lube & fuel service for customer owned units. Empire has a full lube service department with Caterpillar trained technicians. Full service equipment mobilization is available 24 hours a day, 7 days a week from Empire Transport.

*REP (Rental Equipment Protection) will be charged at 16% of the Contract Rate if proof of Rental Equipment Insurance is not provided at rental start. Ask your Coordinator if your account has coverage.
 *Overtime charges additional to quote based off of rental rate divided by allowed hours. Overtime is anything over 8 hours per day, 40 hours per week, 160 hours per four weeks.
 *Fuel & DEF - All units leave full and must be returned full. For units returned and not full, Fuel @ \$.60/gal & Diesel Exhaust Fluid (DEF) @ \$.60/gal will be added by Empire at a charge per added gallon to the Client.
 *Tire damage is billed separately from tire wear.
 *Rent will be charged for all equipment until a call off number is obtained by the Client. Call your Coordinator to obtain call off numbers.
 *Client is responsible for all G.E.T. (Ground Engaging Tools, i.e. teeth, cutting edges), tire wear, damages, abuse, daily lube, and fuel.
 *All quotes based on availability. This quote is valid for 30 days from the date on this quote.

<p>*Largest Caterpillar Training Facility in N. America for Required Technical Training</p> <p>*Field Service provided by both Rental & Field Service Departments</p> <p>*Re-Rent Options with other Departments and Caterpillar Dealers</p> <p>*Be the Best Attribute. Ensuring Quality Service and Timely Responses</p> <p>*Low Hour, Well Equipped, Current Model Caterpillar Equipment</p> <p>*State of the Art Facility to Support the Velocity of our Services</p>	<p>*Current EPA Compliant Equipment</p> <p>*Complete and Timely PM Services</p> <p>*Best in Class Parts Department</p> <p>*G.E.T. Inspection and Exchange</p> <p>*Operator Trainers Available</p> <p>*Rental Purchase Option</p>
<p>Mesa Apache Junction Deer Valley Eloy Tucson Flagstaff Yuma Kingman Prescott Thatcher Show Low Imperial CA Buckeye</p>	<p>Quoted By: Tyler McGee</p>
<p>Phone: 480.308.9150</p>	<p>Email: Tyler.McGee@empire-cat.com</p>



From: [Andy Skiles](#)
To: [Kory Burden](#)
Cc: ["Bob Skiles"](#)
Subject: RE: RFP - BUDGET Goodyear - Rainbow Valley WRF Disc Filter Facility
Date: Thursday, September 5, 2019 12:23:05 PM

S-100 –
~250SqFt Aluminum Grating w/ Embed Angle & Supports = \$15,000
~100Lf 3-Rail 1 ½" (not 1 ¼") Anodized Aluminum Component Railing by Golden Railings = \$5,000
28'-4" x 24'-5" Shop Primed Steel Canopy w/ Decking On Top = \$20,000
Installation of Gratings, Railings, & Canopy (Excludes Embeds & Concrete Work) = \$15,000.00

Excludes Any Design/Engineering/Calculations

-Andy Skiles

[SH Engineering & Mfg.](#)

andy@shengmfg.com

520-494-2900

From: Kory Burden <koryb@felixconstruction.com>
Sent: Wednesday, September 04, 2019 11:59 AM
To: 'Andy Skiles' <andy@shengmfg.com>
Subject: FW: RFP - BUDGET Goodyear - Rainbow Valley WRF Disc Filter Facility

Andy,

Got an out of office from Bob, can you help with this?

From: Kory Burden
Sent: Wednesday, September 4, 2019 11:56 AM
To: Bob Skiles <shengmfg@shengmfg.com>
Subject: RFP - BUDGET Goodyear - Rainbow Valley WRF Disc Filter Facility

Bob,

Can you get me a budget for the Stairs, Handrail, Grating and Sunshade (Furnish & Install on everything) on the attached drawings by tomorrow EOB or Friday morning (latest). Just looking for a BUDGET this is 50% Design.

Kory Burden | Sr Estimator
Felix Construction Company

D: 623.435.4313 | **M:** 602.615.6473
O: 480.464.0011 | **F:** 480.464.0078
E: koryb@felixconstruction.com

11140 N. 136th Ave., Surprise, AZ 85379
1326 W. Industrial Dr, Coolidge, AZ 85128 (corporate)



Scope of Work

City of Goodyear

Rainbow Valley Water Reclamation Plant

Disc Filter Replacement

September 6, 2019

Project Overview

The Rainbow Valley Water Reclamation Facility (RVWRF) was constructed in 2004 with a rated capacity of 0.75 million gallons per day (MGD) annual average day flow. The design provided a single train of process structures with little to no automation of monitoring and control. Provisions for expansion, addition of redundant process structures, and addition of automation were incorporated into this original phase of construction. However, due to a slowdown in growth, the expansion did not occur as planned. Currently, the plant treats approximately 0.35 MGD average daily flow. With the return of residential growth in the area, and an increase in wastewater flow, operations staff has identified the need to replace the existing traveling bridge filter. The project will be constructed by Felix Construction Company as a job order contract (JOC) with the City of Goodyear (City).

The requested improvements are as follows:

1. Installation of 2 disc filters (1 duty/1 standby) in a new concrete basin designed and constructed for the plants rated capacity of 0.75 MGD.
2. Demolition of existing traveling bridge filter.

BC will provide engineering services during construction for the above-listed improvements as described below as an amendment to purchase order 1628.19001.

Requirements of Client

BC is not to complete any work beyond the scope of this agreement without prior approval from the City through Felix, and must be in the form of a written change order. In addition, BC will require, within a reasonable time period of request, the following items/tasks from the City to assist in completing the scope of this project:

Phase 101 Project Management

BC will provide project management for the duration of the project.

Objectives: The objectives of this phase are to track the project schedule and budget, report the progress of the project, and manage this scope of work.

Activities:

Task 101 – Project Management

Project Management and Administration includes the following activities:

- **Project Management Planning:** Establish the project goals, objectives and critical success factors; project team members, their roles and responsibilities; scope of services with work breakdown structure; project schedule; project budgets; communications plan; Quality Assurance/Quality Control (QA/QC) plan; project documentation plan and file structure; change management process; and Health and Safety Plan for field work, where applicable.
- **Project Control and Reporting:** Monthly invoices will be prepared and submitted to JOC in an approved format.
- **Project Closeout:** During project closeout, BC will resolve final invoices to Felix, consolidate and archive project files, and meet with City to review the project performance and achievement of project objectives.

Deliverables:

The following deliverables will be provided as part of this phase:

- Monthly invoices and progress reports;

Phase 400 Engineering Services During Construction

Task 401 Submittal/Request for Information (RFI) Review

Objective: Provide engineering services to support the construction. RFI review and response effort is based on 5 RFIs. Submittal review efforts are based on 20 submittals and a maximum of 30 submittal reviews, including original submittal and re-submittal reviews. In the event the total number of RFI and/or submittal reviews is exceeded, BC shall document the additional effort required for this work and reserves its right for compensation for the additional review effort.

Activities:

- BC will receive, log, evaluate, and distribute shop drawings and RFIs, samples, test results, and other data which JOC is required to submit;
- BC will maintain a log showing dates of submittals and RFIs, transmittal action, dates of return and review action;
- Substitute equipment/manufacturer submittal reviews (two pieces of equipment, one review each, total 8 hours); and
- Submittal review including:
 - Materials of construction submittals;
 - Equipment submittals;
 - Contractor's layout drawings;
 - Equipment operating and maintenance information reviews (maximum 4);
 - Testing verification including:
 - System and equipment performance testing; and
 - System operation testing.

Deliverables:

- Submittal reviews and RFI responses;
- Equipment operating and maintenance information reviews.

Task 402 Construction Meetings and Administration

Objective: Provide limited construction administration for the construction period resulting from the detailed design services presented above. BC will maintain digital records of submittals, RFI's, Meeting Minutes and Daily Observation Reports. BC has included effort for three meetings which will consist of one Preconstruction Conference, one Maintenance of plant operations (MOPO) Coordination Meeting and one Progress Meeting. For the purpose of this proposal, it is anticipated that BC will have a total of 48 hours for this activity.

Activities:

- Maintain construction records provided by the Contractor, City and BC. BC will maintain files containing RFI's, Submittals and their responses, change orders, pay applications, progress schedules, meeting minutes, daily observation reports, testing reports, Record Drawing information, photographs, and other information salient to the project construction.
- Prepare the meeting agenda and conduct the Preconstruction Meeting;
 - Define responsibilities of work during construction;
 - Outline communication between the Contractor, BC and City during construction; and
 - Develop and distribute meeting notes documenting discussions and decisions reached during the Preconstruction Meeting.
- Attend MOPO Coordination meeting and up to 2 additional progress meetings.

Deliverables:

- Preconstruction Meeting agenda; and
- Preconstruction Meeting minutes.

Task 403 Construction Observation Services

Objective: To confirm that the construction activities and work performed by the Contractor comply with the requirements of the construction documents, to improve oversight and review of construction progress activities, as directed by the

construction manager during the construction time period. A total of 26 inspections are included in this scope of work as described below.

Activities:

- 8 - Electrical/instrumentation observations;
- 10 - Structural observations through a qualified subconsultant;
- 6 - Civil and mechanical observations;
- 1 - Substantial Completion observations; and
- 1 - Final Completion Punch List observations.

Deliverables:

- Daily Observation Reports: BC shall produce inspection reports for each day that the inspector is on site observing construction activities. These reports will include date and time of observations; notable weather features; size of crew and list of equipment on site during observations; visitors to the project and work activities observed; and discussions with Contractor or City during the site visit.
- Substantial Completion/Final Completion Punch List: Upon notification from the Contractor that it believes it has achieved Substantial Completion, BC, City and the Contractor will perform the Substantial Completion observation walk. If it is determined that the work constructed is complete and in compliance with the construction documents, BC will develop a Punch List identifying those items required to be completed before Final Completion can be awarded to the Contractor. BC will issue a recommendation that the Contractor be awarded Substantial Completion along with the Punch List to the City. If the Substantial Completion observation identifies that the Contractor has not finished the construction to the point it can be considered Substantially Complete, BC will issue a recommendation to the City to not award Substantial Completion to the Contractor and will wait for the Contractor to complete those activities required for Substantial Completion before re-walking the project.

Task 404 Record Drawings

Objective: To produce accurate record of the final condition of the construction. For the purpose of this proposal, it is anticipated that BC will have a total of 56 hours for this activity.

Activities:

- BC will review Contractor's Redline Drawings on a periodic basis to verify that the work witnessed by BC has been correctly documented in the Contractor's Redline Drawings;
- BC will rely on the Contractor to verify the accuracy of all work shown on Redline Drawings that was not witnessed by BC; and
- At the completion of the project, BC shall prepare a set of reproducible Record Drawings showing the final condition of the work, drawings, and other data furnished by the Contractor.

Deliverables:

- Electronic copy in AutoCAD format of the Record Drawings; and
- Electronic copy in PDF format of the Record Drawings.

Task 405 AOC Permit Application

Objectives: BC will submit and pay for Approval of Construction (AOC) permits from MCESD.

Activities:

- Prepare and submit the AOC permit application; and
- Pay permit fees up to \$3,000 (reimbursed as part of Phase 501).

Deliverables:

- AOC permit.

Phase 410 Programming

Task 401 Preconstruction Meeting

Objective: Programming staff will attend a construction kickoff meeting and conduct a site visit the same day to gather the current RVWRF SCADA programming. During the RVWRF site visit, programming staff will be available to coordinate with City IT staff to plan for network changes needed by this project.

Deliverables:

- Notes and documentation for kickoff meeting;
- RVWRF site visit notes and an electronic copy of all programming files captured during the visit

Task 402 Construction Coordination

Objective: Programmer will review and comment on 2 submittals and up to 2 RFIs. Programmer to remotely coordinate with filter vendor programmer on required improvements to RVWRF SCADA system to incorporate the new filter signals. Programmer to develop improvements to the MCC-2A PLC program and HMI to incorporate the new filters.

Deliverables:

- Review of 2 submittals and 2 RFIs associated with new filter integration;
- One remote coordination workshop with the filter vendor programming representative via conference call;
- One workshop with City to review draft MCC-2A PLC program and new or modified RVWRF SCADA screens ;
- Draft MCC-2A PLC program; and
- Draft RVWRF HMI screens (new or modified) including alarm list.

Task 403 Construction

Objective: Deploy and test improvements to the RVWRF HMI and MCC-2A PLC program, and provide onsite programming support for integration of the new filters' control system to RVWRF SCADA.

Deliverables:

- Final MCC-2A PLC program;
- Final RVWRF HMI screens (new or modified); and
- Updated alarm dialer configuration.

Phase 500 Allowances

Task 501 Reimbursable Expenses

Reimbursable expenses have been identified for this assignment as follows:

- Mileage;
- Permit Fees.

These items are considered project expenses reimbursed by the City with a paid invoice or proof of purchase. Reimbursements will not contain markups.

Assumptions:

- Permitting services for other permits such as reuse, Aquifer Protection Permit (APP) or Arizona Pollutant Discharge Elimination System (AZPDES) are not anticipated to be required and are not included.
- City of Goodyear Development Services reviews are not required.
- Arc flash hazard and short-circuit studies, overcurrent protection device settings, and arc flash hazard labeling will not be provided as no new or larger motor loads are being added to the electrical power distribution system.
- No software, software licenses, hardware, or hardware keys are provided with this scope of work.
- City is responsible for coordination of any software changes during this project with Programmer.
- Configuration of instruments, motor drives, actuators, and network hardware are not provided with this scope of work.
- CA&I Services will NOT include:

- Material testing during construction
- Review of Contractor's change orders
- Review of Contractor's Progress Schedule
- Review of Contractor's progress payments
- Coordination of inspection will be performed by others. BC will rely on a minimum of 24-hour notification from the City that work is ready for inspection.
- BC will create a hold-point list that the Contractor is to follow.

Programming Assumptions:

- During the site visit, City staff will provide access to the RVWRF SCADA server and assist programming staff to verify the current configuration of the Rockwell FactoryTalk View SE environment, copy the current FactoryTalk View SE project (HMI), and current running PLC program for MCC-2A.
- Backup copies of the HMI project and the MCC-2A PLC program will be used as the basis for programming deliverables.
- The new MCC-2A PLC program will be delivered in the same version of RSLogix 5000 or Studio5000 as found during the site visit.
- City is responsible for coordination with programming staff if any changes are made to the HMI environment, HMI project, or MCC-2A PLC program after they have been transmitted at the site visit.
- Incorporation of any programming changes made by City after the site visit are not included in this scope.
- City IT staff are responsible for any changes to the Ethernet switches, SCADA computers (besides HMI project updates), or other networked equipment for this project.
- The majority of new I/O added the RVWRF HMI will come directly from the new filter control system via network messaging using standard Rockwell Ethernet drivers. Improvements to the HMI will provide updates to one (1) overview screen, two (2) new equipment status screen, and related improvements to menus, alarms, and trends.
- The new filter control system program will be made available for development and testing improvements to the RVWRF SCADA system. The filter manufacturer's programming representative will be available to coordinate programming and communication updates to the RVWRF SCADA system. This will include documentation of all tags for equipment statuses and alarms associated with the filter control system.
- Updates to the MCC-2A PLC program will be limited to 10 or less new or changed I/O points.
- The MCC-2A PLC will not be responsible for process control or interlocks associated with the new filter control system.
- No revisions to O&M manuals or drawings are provided by the programming scope of work.
- No reporting improvements are included in the programming scope of work.
- Programming attendance will not be required at a factory inspection test.
- City IT will provide onsite support for integration of new networked filter equipment prior to start-up.
- The filter manufacturer's programming representative will be available onsite before and during start-up.
- One (1) eight hour day of onsite pre start-up support is included.
- Two (2) eight hour days of onsite support is included to test the RVWRF HMI and PLC improvements for integration of new filters.
- Post start-up programming support is not included.
- Meeting Minutes and Agenda for preconstruction meeting only.

Compensation

BC will perform the services described herein on a time-and-materials basis per Exhibit A - Compensation. Monthly invoices will be submitted to Felix for reimbursement. The estimated not to exceed fee to complete the entire Scope of Work described herein is \$121,284. Although items are estimated by task, BC may transfer funds between tasks as project developments require. Invoices will be submitted on a monthly basis.

Schedule

The project is expected to be fully completed through final acceptance of construction within 360 calendar days of the construction kick-off meeting. The actual construction period is anticipated to be performed within a twelve-month period from Notice to Proceed through Substantial Completion. Schedule delays not within BC's responsibility may result in additional charges for monthly project administration and accounting efforts during the delays.



July 18, 2019

Kory Burden
Felix Construction

**Re: Goodyear, AZ Rainbow Valley WRF Cloth Media Filters
Kruger Project #: 5700103904**

Dear Kory:

Kruger is pleased to propose our high quality Hydrotech Discfilter system for this project. Kruger offers Discfilter systems that set the mark for quality, innovation, efficiency, and performance. We trust that you will find our offering to be advantageous for many reasons, including:

- **Competitive equipment pricing.**
- **Substantial reductions in total installed cost** as a result of a smaller, simplified footprint and more shallow basin compared to the other technology. Kruger expects significant savings to be realized as a result of less excavation, concrete, piping, wiring, etc. In addition, Kruger's system will deliver to the site as a much simpler equipment package. Kruger's units arrive to the jobsite from the factory assembled; compared to alternative designs that require a significant investment in labor for site assembly of backwash pumps, drive motors, drive chains, control valves, disc segments, filter media, external backwash piping, etc. These advantages will reduce the cost required for installation, and minimize the overall cost of the system.
- **Ease of operation and maintenance** due to our user-friendly design. Routine maintenance is easily performed without the need to drain or enter the basin and is performed on the "clean" side. Filter media inspection and/or replacement is performed quickly and safely from outside of the basin. The "inside-out" design eliminates the need for scum and settleable solids removal systems. GRP covers protect the media from UV radiation and provide a safer and cleaner installation. Durable woven polyester media is long lasting, resistant to chemicals, and easily cleaned to maintain optimal performance. All of these advantages make the system preferred by operations and maintenance staff.
- **Unmatched experience, expertise, and proven success** with over 10,000 Hydrotech filter units installed worldwide in a wide variety of applications. Hydrotech filters are operating at more than 200 locations in the USA including more than 10 sites in the state of Arizona. **Specifically, the City of Goodyear has a successful installation of Kruger's Hydrotech Discfilter system at the Corgett Water Reclamation Facility.** The Corgett filters have been in successful operation since 2013, and the system proposed for Rainbow will be the same series type (2200 model). As a result, the proposed system will have the same advantages as the system at Corgett (proven 10 micron polyester media, proven ABS disc design with PPG media panels for durability and easy access, interchangeable media panels, GRP cover with single access lid on one side of the machine etc.), while also providing for improvements in the Hydrotech





design such as self-cleaning backwash nozzles. By selecting Kruger's Hydrotech Discfilter for the Rainbow Valley WRF, the City of Goodyear would have the confidence of achieving the same superior performance experienced at the Corgett WRF. Goodyear could also have a single point of contact through the Kruger Customer Support team for spare parts and service for Hydrotech Discfilters at both locations.

Kruger is committed to providing high quality systems to meet our customers' needs. We believe the Hydrotech Discfilter to be the optimal solution for tertiary filtration at municipal treatment facilities and we hope that you will find this to be the case as you consider us in your bid process.

Recognizing the laws related to disclosure of public records, we would ask that our proprietary trade secret information be maintained as confidential and not be disclosed to anyone who is not either a) personnel employed by the City of Goodyear, b) the engineering firm specifically hired by the City for review of this project, or c) employees of Felix Construction. Please do not disclose the confidential information to any other party without Kruger's prior written consent. We appreciate your understanding in maintaining the confidentiality of the information provided herein.

If you need any clarification or support from our staff throughout the process, please contact us or our local representative, Coombs-Hopkins, and we will do our best to service your needs.

Sincerely,

Mark Stewart
Product Manager – Hydrotech Filtration
Direct: 919-653-4538
Mobile: 919-793-5875
Email: mark.stewart@veolia.com

ATT: Kruger Firm Quote Package

CC: Project file; Kruger
J. Georger; Kruger
L. Snyders; Coombs-Hopkins





Kruger Firm Quote
Goodyear Rainbow Valley, AZ
Hydrotech Discfilter



Goodyear Rainbow Valley Water Reclamation Facility

**Section 46 61 42:
Cloth Media Filters**

Kruger Project No. 5700103904

Proposal Date: July 18, 2019

*This document is confidential and may contain proprietary information.
It is not to be disclosed to a third party without the written consent of Veolia Water Technologies.*

Water Technologies

Veolia Water Technologies, Inc. (dba Kruger)
4001 Weston Parkway • Cary, NC 27513 USA
Tel: 919-677-8310 • Fax: 919-677-0082
www.veoliawatertech.com

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1. PRICING TERMS AND SCHEDULE

1.1. DESCRIPTION OF WORK

Kruger, an equipment supplier, proposes and agrees to furnish all labor services, materials, equipment, and all other items and facilities necessary to supply and deliver the equipment items as specified in these Proposal Documents and conditions stated herein.

1.2. PROPOSAL PRICE

Price includes Discfilter equipment, as well as instrumentation and controls as detailed herein. Kruger's Bid Submittal is expressly conditioned upon the scope of supply, all terms and conditions, pricing, Comments to Bid Documents, and Kruger's Terms of Sale as included herein.

The price excludes sales and/or use taxes. Buyer agrees to provide the necessary tax-exempt certification or Reseller documentation for sales tax exemption within thirty (30) days after receipt of a purchase agreement executed by all parties. Furthermore, Buyer accepts responsibility for all applicable state and local sales taxes as Supplier is not registered to collect or remit state sales and/or use taxes.

Kruger shall furnish and deliver (FOB Jobsite) Discfilter Equipment as well as instrumentation and controls, including submittals, start-up and other services, in conformance to the requirements set forth in this document for the Lump Sum price of:

Two hundred eighty four thousand nine hundred dollars (\$284,900.00)

The price is valid for 90 days from the date of this Bid Submittal.

1.3. LIQUIDATED DAMAGES

Kruger shall not accept liquidated damages from Buyer, unless otherwise agreed to in writing between Buyer and Supplier. In any event, Kruger shall not be liable for liquidated damages imposed on an installing general contractor by the Owner.

1.4. TERMS OF PAYMENT AND CONDITION OF SALE

The terms of payment are 10% upon receipt of fully executed contract, 15% upon delivery of Submittals of shop drawings, and 75% upon delivery of equipment to destination.

Payment shall not be contingent upon receipt of funds by the CONTRACTOR from the OWNER and there shall be no retention in payments due to Kruger. All payment terms are net 30 days from the date of invoice. Final payment shall not exceed 120 days from delivery of equipment. All other payment terms are as defined in Kruger's Standard Terms of Sale.



1.5. BONDS

Pricing does not include bonds. If bonds are required, Kruger shall provide a quotation as an adder that will be based upon a quotation from our Surety.

1.6. DELIVERY SCHEDULE

Shop drawings will be submitted within 6 to 8 weeks of receipt of an executed Purchase Agreement signed by all parties.

All equipment will be delivered within 18 to 22 weeks of receipt of approved shop drawings. If Kruger is able to ship equipment sooner than the above schedule, contractor must accept deliveries and provide adequate storage on-site for such equipment.

Operation and Maintenance Manuals will be submitted within 30 days prior to delivery of equipment.

1.7. CONTACT INFORMATION

This bid submittal is respectfully submitted by:

	Kruger Contact	Local Representative
Name	Jim Georger	Lisa Snyders
Company	Kruger / Veolia	The Coombs Hopkins Company
Address	4001 Weston Parkway Cary, NC 27613	668 North 44th Street Suite 251 Phoenix, AZ 85008
Mobile	(972) 489-4235	(602) 339-8070
Email	jim.georger@veolia.com	lisa@chcwater.com

1.8. PROPRIETARY INFORMATION

The information or data contained in this proposal is proprietary to Kruger and should not be copied, reproduced, duplicated, or disclosed to any third party, in whole or part, without the prior written consent of Kruger. This restriction will not apply to any information or data that is available to the public generally.



1.9. ORDER SELECTION

Please review Kruger's offer of the Hydrotech Discfilter scope as described herein and acknowledge your acceptance of this order with authorized signature below. Once we have received signoff on this order, Kruger will return a signed copy.

Veolia Water Technologies dba Kruger

Supplier

Customer (Company Name)

Signature

Signature

Name & Title

Name & Title

Date

Date



2. KRUGER - TERMS OF SALE

1. Applicable Terms. These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by the Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. Payment. Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval.
3. Delivery. Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, Delivery terms are F.O.B. Seller's facility.
4. Ownership of Materials. All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
5. Changes. Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.
6. Warranty. Subject to the following sentence, Seller warrants to Buyer that the Equipment shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship. The foregoing warranty shall not apply to any Equipment that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. If Buyer gives Seller prompt written notice of breach of this warranty within 30 months from delivery or 2 years from beneficial use, whichever occurs first (the "Warranty Period"), Seller shall, at its sole option and as Buyer's sole remedy, repair or replace the subject parts or refund the purchase price therefore. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Equipment in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller). THE WARRANTIES SET FORTH IN THIS SECTION ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO SECTION 10 BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
7. Indemnity. Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by the Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
8. Force Majeure. Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.
9. Cancellation. If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension.
10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
11. Miscellaneous. If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the State of North Carolina without regard to its conflict of laws provisions.



3. DESIGN SUMMARY

3.1. DESIGN CRITERIA

The proposed System is designed per the following design summary:

Influent & Effluent Design Criteria

Parameter	Values
Influent Source	Secondary Clarified Effluent following Activated Sludge
Peak Hour Flow, MGD (gpm)	2.66 (1,847)
Average Day Flow, MGD (gpm)	0.75 (521)
Peak Influent TSS, mg/L	30
Average Influent TSS, mg/L	20
¹ Monthly Average Effluent TSS, mg/L	≤5

¹Should influent characteristics fall outside stated limits, all Performance Requirements shall be deemed met. Average TSS concentrations are to be based on analysis of 24 hr composite samples. Meeting the performance requirements is contingent on the upstream process providing influent to the filters with characteristics suitable for filtration, i.e., particles of sufficient size and strength to allow retention on the specified 10 um media surface.



4. EQUIPMENT SCOPE OF SUPPLY

4.1. GENERAL

Kruger will supply a total of two (2) Kruger/Hydrotech Discfilter units – Model HSF2208-2C as described herein. Each filter unit will be supplied with

- Filter chassis and tank
- Filter Media
- Local control panel as detailed in Section 4.2
- 12" Bypass Flange with loose galvanized flange rings
- 6" Backwash Sludge Reject Flange with loose galvanized flange rings
- Backwash pump

Each Discfilter shall be supplied as follows:

Proposed Discfilter System	
Filter Design Data	
Filter Pore Size, μm	10
Filter Cloth Material	Polyester
Number of Filter Discs per unit	8
Filter Disc Diameter, m	2.2
Filter Submerged Surface Area per unit, ft^2	313
Hydraulic Loading rate, gpm/ft^2	5.89*
Material of Construction	
Frame	304 SSTL
Disc	ABS
Covers	GRP
Filter Drive Unit	
Drive Motor	1.5 Hp, 460v, 3 phase
Drive Assembly	Drive chain and sprocket
Backwash Cleaning System	
Backwash Pump	7.5 Hp, 460v, 3 phase
Backwash Pressure, psi	110
Backwash Flowrate, gpm	55

* Hydraulic loading rate does not include standby unit.

The following is a list of spare parts provided for this project:

- 3 Filter Media Panels
- 5 Nozzle Assemblies (Nut, Tip, and Gasket Included)



IMPORTANT NOTE: NO ADDITIONAL TOOLS AND/OR SPARE PARTS OTHER THAN LISTED ABOVE WILL BE PROVIDED AS PART OF KRUGER'S SCOPE OF SUPPLY. OIL AND LUBRICANTS ARE NOT INCLUDED AS PART OF KRUGER'S SCOPE OF SUPPLY. THESE ARE TO BE THE RESPONSIBILITY OF THE CONTRACTOR.

4.2. CONTROL PANELS

The control panels detailed herein are supplied with the Kruger/Hydrotech Discfilter system. Each panel will include a complete, tested and UL listed panel. Kruger will supply the panels as part of the complete system, to be installed by the contractor. Kruger will provide commissioning services as detailed in Section 46 61 42. Please note that Kruger intends to supply only the instruments and equipment detailed in this scope of supply. Any requests to modify panel components or quantity will result in price modification.

Discfilter Control Panel (Typical of Two): DCP1 & DCP2

Qty	Description	Manufacturer
1	NEMA 4X 304 Stainless Steel Wall Mount Enclosure 48"H x 36"W x 12"D (SCE-48EL3612SSLP)	Saginaw
1	Back Panel for Control Panel 45"H x 33"W (SCE-48P36)	Saginaw
1	3000BTU NEMA4X Air Conditioner (KNA4C3DP21LV)	Kooltronics
1	30A 3-Pole 480VAC Fused Disconnect	Square D
3	30A 3-Pole 480VAC Disconnect Fuse	Bussmann
1	30A 3-Pole 480VAC NEMA4X Disconnect Handle	Square D
1	30A 3-Pole 480VAC Disconnect Shaft	Square D
4	Feed Through Terminal Block (UT-10)	Phoenix Contact
1	1.5HP 460VAC Altivar 320 VFD for Drum Motor (ATV320U11N4C)	Square D
3	10A 460VAC Class J Fuses for VFD	Bussmann
1	10A Fuse Holder for VFD	Bussmann
1	10HP 460VAC IEC Non-Reversing Starter (TeSys U LBU32 LUCA32FU) w/Overload Protection for Backwash Pump Motor	Square D
1	460/120VAC Control Panel Transformer	Square D
1	7" Color Touchscreen w/Ethernet (PanelView 800 2711R-T7T)	Allen Bradley
1	Micro850 Controller w/ Ethernet, Fourteen (14) Digital Inputs, Ten (10) Digital Outputs (2080-LC50-24AWB)	Allen Bradley
1	Ethernet Switch 5-RJ-45 10/100 (2891152)	Phoenix Contact
1	120VAC UPS 850VA (SDU850)	Sola
2	30mm Hand-Off-Automatic Switch Manual Return	Square D
2	30mm Pushbutton	Square D
3	30mm Pilot Lights	Square D
2	Liquid Level Relay w/Base (LLC44A1A)	SSAC
48	Double Level Field Terminal Block (UTTB4)	Phoenix Contact
1	24VDC 5A Power Supply (QUINT-PS-100-240AC/24DC/5)	Phoenix Contact



16	120VAC DPDT Relay w/Base (RXM2AB1F7)	Square D
AR	Circuit Breakers	Square D
AR	Misc. Wire and Wire Duct	
1	Completed Panel Shop Tested and UL Labeled	Kruger
1	Panel site Start-Up and Testing	Kruger

Field wiring and conduit will be required from each panel to the Discfilter motors and instruments. This will be supplied and installed by others.

All PLC and operator interface programming is based on Kruger standards. Any requests or requirements that would deviate from this standard will result in additional costs. Kruger will be providing programming only for the Kruger supplied panels. The PLC and operator interface programs developed by Kruger are for use on the Kruger supplied panels only. These programs cannot be used, whole or any part, for other uses. Kruger will supply copies of the completed programs at job completion. Prior to supplying completed programs, Kruger requests that a non-disclosure agreement be signed and returned to Kruger.

4.3. INSTRUMENTATION

Kruger shall supply the field instruments as detailed herein:

Qty	Description	Manufacturer
2	Liquid Level Probe (Discfilter High Level)	Kruger
2	Liquid Level Probe (Discfilter High High Level)	Kruger
2	Pressure Switch (Discfilter Dry Run Protection)	Kruger

Kruger will calibrate and start-up Instruments supplied by Kruger. Instruments supplied by others will require calibration and start-up by others. No other instruments such as magnetic flow meters, turbidimeters, pressure transmitters, and float switches are included in this proposal.



5. SCOPE OF WORK

Kruger is responsible for process design and equipment procurement required for the Discfilter process. Kruger scope of work does not include any equipment, materials or other services not specifically defined in this proposal. The equipment scope of supply shall include the equipment as shown in the attached scope of supply.

5.1. PROCESS DESIGN AND ENGINEERING

Kruger will perform engineering in accordance with the applicable national codes, standards, and/or regulations (except where otherwise noted) in effect at the time of this proposal. Additionally, Kruger will provide all necessary design, installation, and operating information for equipment within its stated scope of supply. Kruger is not responsible for the design, selection, installation, operation, or maintenance of any material, equipment, or services provided by others.

Kruger will provide process engineering and design support for the system as follows:

1. Technical instruction for operation and start-up of the system
2. Equipment layout drawings
3. Equipment installation instructions
4. O&M manuals

5.2. FIELD SERVICE

Kruger shall supply the following services of one (1) system-trained representative as detailed herein:

- Four (4) days, in not more than two (2) trips to assist with inspection check-out, start-up, and operator training.

NOTES:

- Man-days are eight hour days Monday through Friday that include travel time.
- Man-days and/or trips required beyond those indicated above will be billed at Kruger's published standard rates at time of service, plus travel and lodging costs. Such additional days could become necessary for correction of improperly installed equipment or instrumentation, prolonged construction time, or Contractor's failure to properly coordinate start-up and training.



6. ITEMS NOT INCLUDED

6.1. SCOPE OF SUPPLY BY OTHERS

The following is a non-inclusive list of material that shall be furnished by the Contractor:

1. Obtain necessary construction permits and licenses, construction drawings (including interconnecting piping drawings), field office space, telephone service, and temporary electrical service.
2. All site preparation, grading, locating foundation placement, excavation for foundation, underground piping, conduits and drains.
3. Demolition and/or removal of any existing structures, equipment or facilities required for construction, and installation of the Kruger supplied systems.
4. Supply and install all bulk storage tanks, pads, and supports including the concrete basins required for the Kruger supplied systems. Provide all grouting for the bottom of the tanks, Discfilters, influent, effluent and bypass piping and all other required grout.
5. Provide and installation of all foundations, supply and installation of all embedded or underground piping, conduits and drains.
6. All backfill, compaction, finish grading, earthwork and final paving.
7. Receiving (preparation of receiving reports), unloading, storage, maintenance preservation and protection of all equipment, and materials provided by Kruger.
8. Installation of all equipment and materials provided by Kruger.
9. Supply, fabrication, installation, cleaning, pickling, and/or passivation of all stainless steel piping components that are not provided integral to the Discfilter unit.
10. Provide all imbedded pipe sections and valves for tank drains.
11. All cutting, welding, fitting, and finishing for all field fabricated piping.
12. Supply and installation of all flange gaskets and bolts for all piping components.
13. Supply and installation of all pipe supports.
14. Installation, termination and field wiring of all control panels and instrumentation supplied by Kruger.
15. Labor and material for winterizing all systems.
16. Supply and install all electrical power and control wiring and conduit to the equipment served plus interconnection between Kruger's furnished equipment as required, including wire, cable, junction boxes, fittings, conduit, etc.
17. Supply and install all insulation, supports, drains, hold down clamps, manhole covers, condensate drain systems, wastewater valves, flanges, flex pipe joints, expansion joints,



boots, gaskets, adhesives, fasteners, safety signs, and all specialty items such as strainers and traps.

18. Provide all labor, materials, supplies and utilities as required for start-up, and performance testing including laboratory facilities, analytical work and chemicals.
19. Provide all chemicals, lubricants, glycol, oils, or grease and other supplies required for equipment start-up or plant operation.
20. Provide all anchor bolts, anchor adhesives, and mounting hardware.
21. Provide and install all piping required to interconnect to the Supplier's equipment.
22. Provide all nameplates, safety signs and labels.
23. Provide, and install all support beams and/or slabs for mixers, and/or chemical feed systems.
24. Provide all floor gratings, handrails, access hatches, ladders, and access platforms.
25. Concrete, mastic, sealing compounds.
26. The Contractor shall coordinate the installation and timing of interface points such as piping and electrical with the Supplier.
27. Supply and install all sunshields and/or additional enclosures as needed when installing equipment and instrumentation outdoors.
28. Contractor shall be responsible for all waste and sludge storage and disposal.
29. Video recording of any training activities.
30. All other necessary equipment and services not otherwise listed as specifically supplied by Kruger.



7. COMMENTS TO BID DOCUMENTS

Kruger reviewed the specifications and drawings pertaining to the equipment to be supplied as detailed herein. Please note the Kruger clarifications and exceptions to the specifications and drawings identified as follows:

Item	Specification Section or Drawing Number	Referenced Documentation	Comment Verbiage
1	46 61 42:2.06:B&C	<p>B. The drive assembly shall consist of a gear motor, non-corrosive chain and sprockets...</p> <p>C. The drive sprockets are manufactured of non-corrosive metal driven by a non-corrosive chain.</p>	<p>Kruger provided language previously to describe our drive assembly as follows:</p> <p>"B. The drive assembly shall consist of a gear motor, non-corrosive lubricated steel chain and sprockets..."</p> <p>"D. The drive sprockets are manufactured of carbon steel driven by a steel chain. The drive chain must not operate in submerged or wetted environment..."</p> <p>The text "non-corrosive" that we provided was an error. The rest of the description is accurate, particularly that the chain and sprockets are carbon steel and are kept out of the water.</p> <p>Please revise 2.06.B & C of the specifications to allow for our carbon steel chain and sprocket design.</p>



8. PERFORMANCE GUARANTEE





Process Performance Guarantee

A. Process Guarantee

1. Basis of Design

a. Owner/Contractor hereby agrees to the Basis of Design as defined herein, confirms its accuracy and completeness, and agrees that it shall serve as the basis for the Process Guarantee.

b. Basis of Design

Parameter	Unit	Value
Influent Source	N/A	Secondary Clarified Effluent following Activated Sludge
Average Day Max Flow	MGD	0.75
Minimum Flow	MGD	0.30
Maximum Day Flow	MGD	1.50
Peak Hour Flow	MGD	2.66
Maximum Influent TSS	mg/L	30
Average Influent TSS	mg/L	20

Notes:

1 – Should influent characteristics fall outside stated limits; all Performance Requirements shall be deemed met. Average TSS concentrations are based on analysis of 24 hr composite samples. Meeting the performance requirements is contingent on the upstream process providing influent to the filters with characteristics suitable for filtration, i.e., particles of sufficient size and strength to allow retention on the specified 10 μ m media surface.

2. Further Conditions on the Basis of Design

a. In addition to the data provided in the Basis of Design, the following conditions shall apply:

- 1) The influent to the system must contain particles of sufficient size and strength to allow retention on the specified 10 μ m media surface in order for the performance criteria to be met. In the event that particles are not of sufficient size and strength to allow the effluent parameters to be met, then adjustments must be made by the Owner/Contractor to the process upstream of the system in order to provide sufficient particle size and strength for proper filterability.



- 2) In the event that any of the influent characteristics fall outside the above limits during the Performance Test, the Performance Testing shall be delayed until influent characteristics return to the agreed upon limits defined in the Basis of Design unless the effluent requirements are being met. If the testing period is delayed, it shall restart from the point at which testing was interrupted once the influent characteristics fall within the Basis of Design limits. It shall not be necessary for the test sequence to restart from the beginning.
- 3) Should the raw water characteristics not fall within the range specified above, Kruger and the Owner/Contractor can make mutually agreeable performance requirement adjustments, at any time during the testing period, to compensate for the influent raw water characteristics.
- 4) If influent conditions do not fall within the above limits within twelve (12) months from Kruger's determination of system stability, the Performance Guarantee shall be deemed to have been met and Kruger shall have no further obligation or liability hereunder.
- 5) The Owner/Contractor shall be responsible for providing influent within the limits and according to the Basis of Design conditions. If during the Performance Test any daily average is greater than those listed, Kruger reserves the right to use or exclude those results for the purpose of evaluation of the Process Guarantee. Should more than 50% of the influent data exceed the limits stated in the Basis of Design, the Owner/Contractor has the right, at their expense, to conduct additional testing.
- 6) The wastewater does not contain any substance or element whose presence or concentration causes interference or inhibition, defined as: a substance that hinders the mechanisms of treatment; or whose treatment byproduct (sludge, dewatered liquor, etc.) is hazardous or otherwise requires additional cost for disposal; or may result in gases or vapors that pose a risk to system performance or human health; or that is corrosive, erosive, or abrasive; or which contains pollutants that obstruct the flow in the system. Examples include solvents, lubricants, preservatives, quaternary ammonium compounds, fugitive polymers, oils, etc.



B. Process Guarantee Requirements

1. The Process Guarantee shall be defined by the table(s) in this section.
2. The Process Guarantee is predicated on all conditions specified herein, in the entirety of the Process Guarantee and Performance Test document.
3. The Process Guarantee shall be conclusively demonstrated through the successful completion of the Performance Test, as described herein.
4. Process Guarantee Table(s)

C. Effluent Requirements:

Parameter	Unit	Value
Monthly Average Effluent TSS	mg/L	≤ 5

1. Should influent characteristics fall outside stated limits, all Performance Requirements shall be deemed met. Average TSS concentrations are based on analysis of 24 hr flow proportioned composite samples. Meeting the performance requirements is contingent on the upstream process providing influent to the filters with characteristics suitable for filtration, i.e., particles of sufficient size and strength to allow retention on the specified 10 µm media surface.

Performance Test

C. Timing of Performance Test

1. Start of the Performance Test
 - a. Kruger shall provide the Owner/Contractor written notice with the date when Kruger believes the process has reached system stability and is ready for the Performance Test to start in accordance with the requirements described herein.
 - b. Kruger's determination with regard to system stability shall take into account factors that include, but are not necessarily limited to, the following:
 - 1) The Basis of Design conditions are being met (although at System Supplier's discretion, flowrate may be less than the Basis of Design).
 - 2) The system appears to be acclimated to the material (water, wastewater, biosolids, etc.) that it is intended to treat.
 - 3) The system's unit operations appear to be functioning at acceptable operating conditions.
 - 4) The system is being operated with proper pre-treatment, pre-conditioning, or chemical conditioning



as instructed by Kruger.

- c. The Owner/Contractor shall start the Performance Test within sixty (60) days after the date the process has achieved system stability as determined by Kruger.
2. Duration of the Performance Test
 - a. In the event that the Performance Test is interrupted due to equipment failure, at Kruger's discretion, only the remaining unfinished test period will be tested following modifications/repairs to the system.
 - b. The Performance Test shall consist of one 30-day Performance Test.
 3. Performance Test Period Window
 - a. Should conditions meeting the Basis of Design not be available within twelve (12) months of Kruger's determination of system stability, or the Owner/Contractor is otherwise unable to complete the Performance Test within the twelve (12) month period after Kruger's determination of system stability, Kruger's total liability with regard to the Process Guarantee shall be discharged. See requirements for Certificate of Performance Test Acceptance.
- B. Sampling and Analytical Parameters
1. Owner/Contractor shall take and analyze samples for the purposes of determining system compliance with the Process Guarantee. Owner/Contractor shall bear all costs for sampling and analysis. The following are the minimum parameters for sampling and analysis:

Parameter	Unit
Influent Flow	MGD
TSS, Influent, 24 Hr Composites	mg/L
TSS Effluent, 24 HR Composites	mg/L

- C. Sampling, Laboratory and Analytical Standards
1. The Owner/Contractor shall use the publication, Standard Methods for Examination of Water and Wastewater, most recent edition; as the primary laboratory and analytical procedure source, unless otherwise agreed to by Kruger. All other analyses, data reduction or tests not specified in that publication or otherwise specified shall be carried out by the Owner/Contractor using procedures furnished or approved by



Kruger.

2. In the case of continuous reading instrumentation, Owner/Contractor shall calibrate instrumentation at least once per test period. Calibration reports shall be available if requested by Kruger.
3. Owner/Contractor shall have all laboratory analyses performed at a state-certified laboratory where the project is located.
4. Kruger reserves the right to witness the sampling and testing and to take portions of the samples for analysis in its own laboratories.
5. The Owner/Contractor shall record influent and effluent water quality based on 24-hour composite samples collected each day of the performance testing period. Each 24-hour composite sampler shall be programmed to sample every hour at a minimum. Each 24-hour composite sample shall be analyzed according to the following parameters:
 - a. Owner/Contractor shall measure and record influent and effluent Total Suspended Solids (TSS) continuously using instrumentation calibrated daily in accordance with EPA Standard Method 2540D or other commonly approved field test methods.
 - b. The owner shall provide duplicate samples for each 24-hour composite sample for Kruger's use.

D. Responsibilities During the Performance Test

1. Owner/Contractor
 - a. System Operations
 - 1) Owner/Contractor shall be responsible for providing the influent conditions as specified in Basis of Design.
 - 2) Owner/Contractor shall be responsible for furnishing all personnel, influent, materials, utilities, services, and all incidentals required for the operation of the complete facility, including Kruger's system.
 - 3) Owner/ Contractor shall be responsible for operating Kruger's system in accordance with Kruger's O&M instructions, manuals and instructions, or Kruger's reasonable revisions of the same.
 - 4) Owner/Contractor shall have all duty filters in service, as possible, during the Performance Test and operate them as a system to treat the plant's daily diurnal flow and solids loading.



- 5) If required by Kruger, Owner/Contractor shall restore the system to the specified operating conditions before testing begins.
- 6) Should the Owner/Contractor operate the system outside of the specified operating conditions, the Process Guarantee shall be deemed to have been met, and Kruger shall have no further obligation or liability hereunder.
- 7) Should the Owner/Operator already have operated the system outside of the specified operating conditions, and such operation damaged system equipment, the Process Guarantee shall be deemed to have been met, and Kruger shall have no further obligation or liability hereunder.

b. Sampling and Analysis

- 1) Owner/Contractor shall be responsible and bear all costs for collecting all samples, carrying out all laboratory analysis or other tests, and furnishing all necessary labor, laboratory equipment, and supplies.
 - a) Owner/Contractor shall perform all sampling and analyses in accordance with Sampling, Laboratory and Analytical Standards defined elsewhere within this document.
- 2) Owner/Contractor shall provide all personnel and materials needed to capture and record influent and effluent water samples and to verify and record influent flow rates to the system.
- 3) A minimum of two 24-hour composite samples will be taken for each testing period.

c. Record Keeping and Copies of Records

- 1) Owner/Contractor shall record and maintain such detailed records as may be necessary for determining whether the Process Guarantee has been met.
- 2) Owner/Contractor shall retain such records until the Process Guarantee has been satisfied or until the expiration of the Performance Test Period Window, whichever occurs earlier.
- 3) Owner/Operator's records shall include all daily log sheets, operator notes, sample inspections, calibration



reports, laboratory and analytical results, maintenance records, and instrument charts produced in operation of the plant.

- 4) Owner/Contractor shall provide one (1) copy of such records to Kruger at no charge upon Kruger's request.
- 5) Owner/Contractor shall make such records available to Kruger for inspection and for further copying at Kruger's expense.

d. Access to the System

- 1) Owner/Operator shall provide full access to Kruger's system, facility components upstream and downstream of the system that may impact system performance, and test results and records for Kruger's personnel or authorized subcontractor.

2. Kruger

- a. Kruger shall provide the Owner/Operator O&M instructions and manuals to advise the Owner/Operator, and reasonable revisions of the same, on system operation.
- b. Kruger shall have the right, but not the obligation, to:
 - 1) Inspect the system prior to testing to ensure the system meets Kruger's specified requirements for operation.
 - 2) Provide technical personnel on-site to provide technical input and to observe the Performance Test.
 - 3) Witness sampling and analysis, and to take its own samples to a lab of Kruger's choosing for analysis at Kruger's expense.
 - 4) Carry out adjustments to the system to optimize or improve the system's performance.
- c. Kruger shall consolidate the Performance Test data (data provided by Owner/Contractor) and provide the Owner/Contractor with the results in a Performance Test Report.

E. Determination of Performance Test Result

1. Performance shall be based on a comparison of the Basis of Design and the Process Guarantee Requirements. Measured values of the system performance shall be based upon:



- a. Average of the measurements taken during the Performance Test. Flow-weighted 24-hour composite samples shall be collected by the Owner/Contractor for each day of the Performance Test. Each composite sample shall be divided into a minimum of three aliquots and containerized as separate samples for analysis in accordance with Standard Methods for the Examination of Water and Wastewater, latest edition.
 2. Upon receipt of test data confirming that the Process Guarantee has been met, the Performance Test shall have been deemed successful and Kruger's total liability under the Process Guarantee shall be discharged and the Owner/Contractor shall have no further recourse against Kruger or any claims for recovery with respect to the Process Guarantee.
 3. Kruger shall then execute and submit the Performance Test Report and the Certificate of Performance Test Acceptance.
 4. Owner/Contractor shall execute the Certificate of Performance Test Acceptance as specified elsewhere herein.
 5. If Owner/Contractor does not return the executed Certificate of Performance Test Acceptance within fourteen (14) calendar days, the Certificate shall be deemed to have been issued with the effective date being the date the Performance Test was completed.
- F. Remedies in Event of Performance Test Failure
1. If, during the Performance Test, it appears that the Process Guarantee is not being met:
 - a. Kruger shall have the right to have the system operated at such conditions as it may deem necessary or advisable for purposes of determining the nature or cause of the failure of the system to meet such guarantee, provided such operating conditions are in accordance with good engineering practices, Owner/Contractor's regulatory obligations, safety rules, operational restraints, and similar requirements.
 - 1) Kruger shall have the right to decide if the performance test shall continue or be restarted.
 - 2) If at any time during the performance testing period the process does not meet the performance standards, only the out-of-compliance testing period will be repeated.
 - b. If the performance testing is interrupted by factors out of Kruger's control and/or scope of supply, only the uncompleted portion of that testing period shall be required to be completed for compliance with the testing period requirements.



- c. Kruger shall have the right to make or have made such adjustments as it deems necessary or advisable in order to meet such guarantee and to make or have made, at its own expense, such alterations or modifications to the Kruger system as it deems necessary or advisable. It is understood and agreed that any mechanical corrective work necessary to cause the system to meet the Process Guarantee shall be performed by Kruger, a Kruger-authorized subcontractor, or the Owner/Contractor as agreed upon by Kruger. Corrective work shall be allowed to commence as soon as practical.
- d. Kruger shall have the right to conduct two (2) additional Performance Tests to meet the Process Guarantee at Kruger's expense. Prior to the start of any of these subsequent tests, Kruger shall have the right to make any additional modifications to the system at Kruger's expense.
- e. In the event that the system fails to meet the Process Guarantee, Kruger's sole obligation and Owner/Contractor's sole remedy shall be to replace or modify the system as Kruger deems appropriate to enable the system to meet such Guarantee, subject to the following:
 - 1) Kruger shall not be accountable for failure to meet the Process Guarantee during this necessary modification period.
 - 2) The Owner/Contractor shall allow for sufficient time for the order and delivery of any necessary equipment for Kruger to complete modifications to the system.
- f. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, KRUGER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND KRUGER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
- g. THERE ARE NO GUARANTEES ESTABLISHED, EXPRESS, IMPLIED OR STATUTORY, EXCEPT THOSE SET FORTH HEREIN. IN NO EVENT, BE IT DUE TO A BREACH OF ANY GUARANTEE HEREIN OR ANY OTHER CAUSE, SHALL KRUGER BE LIABLE FOR OR OBLIGATED IN ANY MANNER TO PAY CONSEQUENTIAL, SPECIAL, PUNITIVE, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, SYSTEM DOWNTIME, FINES OR PENALTIES, OR SUITS BY THIRD PARTIES AGAINST THE OWNER/CONTRACTOR.



G. Mechanisms that Discharge the Process Guarantee

1. Upon any of the following, Kruger's total liability for the Process Guarantee shall be discharged:
 - a. Successful completion of a Performance Test, as demonstrated by the Performance Test results.
 - b. Owner/Contractor's operation of the system at any time (prior to or during the Performance Test) outside of the operating conditions as specified herein in a manner that does damage to the system's equipment.
 - c. Owner/Contractor's operation of the system during the Performance Test outside of the operating conditions as specified herein.
 - d. Conditions meeting the Basis of Design are not available within twelve (12) months of Kruger's determination of system stability, or the Owner/Contractor is otherwise unable to complete the Performance Test within the twelve (12) month period after Kruger's determination of system stability.
 - e. Any other conditions outside of Kruger's control, including but not limited to the following:
 - 1) Noncompliance with the Basis of Design as specified herein.
 - 2) Engineering design (other than that by Kruger).
 - 3) Materials and equipment (other than those specified or supplied by Kruger).
 - 4) Workmanship and services (other than those provided by Kruger).
 - 5) Defective materials or mechanical conditions, or deficient performance of equipment or auxiliary parts (other than those supplied by Kruger).
 - 6) Defective conditions or performance of any materials, equipment (other than equipment supplied by Kruger) or work supplied by or contracted for by anyone other than Kruger.
 - 7) Failure of the Contractor to furnish adequate utilities, such as, but not limited to, electricity, air, water, etc. as set forth in the O&M Manual and /or O&M training supplied by Kruger, or Kruger's reasonable revisions of the same.



- 8) Failure of the Owner/Contractor to provide adequate personnel.
- 9) Mechanical failure of any of the equipment or component parts thereof due to ordinary wear and tear or any other cause.
- 10) Failure of the Owner/Contractor to perform any of the responsibilities and obligations specified herein.
- 11) Any other cause outside of a cause attributable to Kruger, including Force Majeure.

H. Certificate of Performance Test Acceptance

1. A Certificate of Performance Test Acceptance shall be executed by both parties upon discharge of the Performance Guarantee:
 - a. Upon successful completion of the Performance Test, Kruger shall execute and submit the Performance Test Report and Certificate of Performance Test Acceptance to the Owner/Contractor. Owner/Contractor shall execute the Certificate of Performance Test Acceptance effective as of the date the Performance Test was completed, and return the Certificate to Kruger within fourteen (14) calendar days of its receipt from Kruger. If Owner/Contractor fails to execute the Certificate of Performance Test Acceptance within the fourteen (14) calendar days, the Certificate shall be deemed to have been issued with the effective date being the date the Performance Test was completed.
 - b. Should conditions meeting the Basis of Design not be available within twelve (12) months of Kruger's determination of system stability, or the Owner/Contractor is otherwise unable to complete the Performance Test within the twelve (12) month period after Kruger's determination of system stability, the Certificate shall be deemed to have been issued with the effective date being the date the Owner/Contractor notifies Kruger that the Owner/Contractor is unable to complete the Performance Test within the specified period, or the date twelve (12) months after Kruger's determination of system stability, whichever comes first.
 - c. Should the Performance Test and/or Process Guarantee be discharged for any of the other reasons as specified herein, the Certificate shall be deemed to have been issued with the effective date being the date that Kruger determines the Process Guarantee is discharged.



CERTIFICATE OF PERFORMANCE TEST ACCEPTANCE

The undersigned representative of Kruger hereby certifies that the Kruger System successfully completed the Performance Test on _____ and _____ as required by the Contract between Kruger and _____ for the named project.

Kruger System: _____ Discfilter Filtration System

Project Name: _____

Veolia Water Technologies, Inc. dba Kruger

Signed: _____

Printed or Typed Name: _____

Title: _____

Date: _____

ACCEPTANCE:

Owner/Contractor hereby agrees that the Kruger system has successfully completed the Performance Test and the Process Guarantee is discharged as of the completion date shown.

Owner/Contractor

Signed: _____

Printed or Typed Name: _____

Title: _____

Date: _____

END OF SECTION

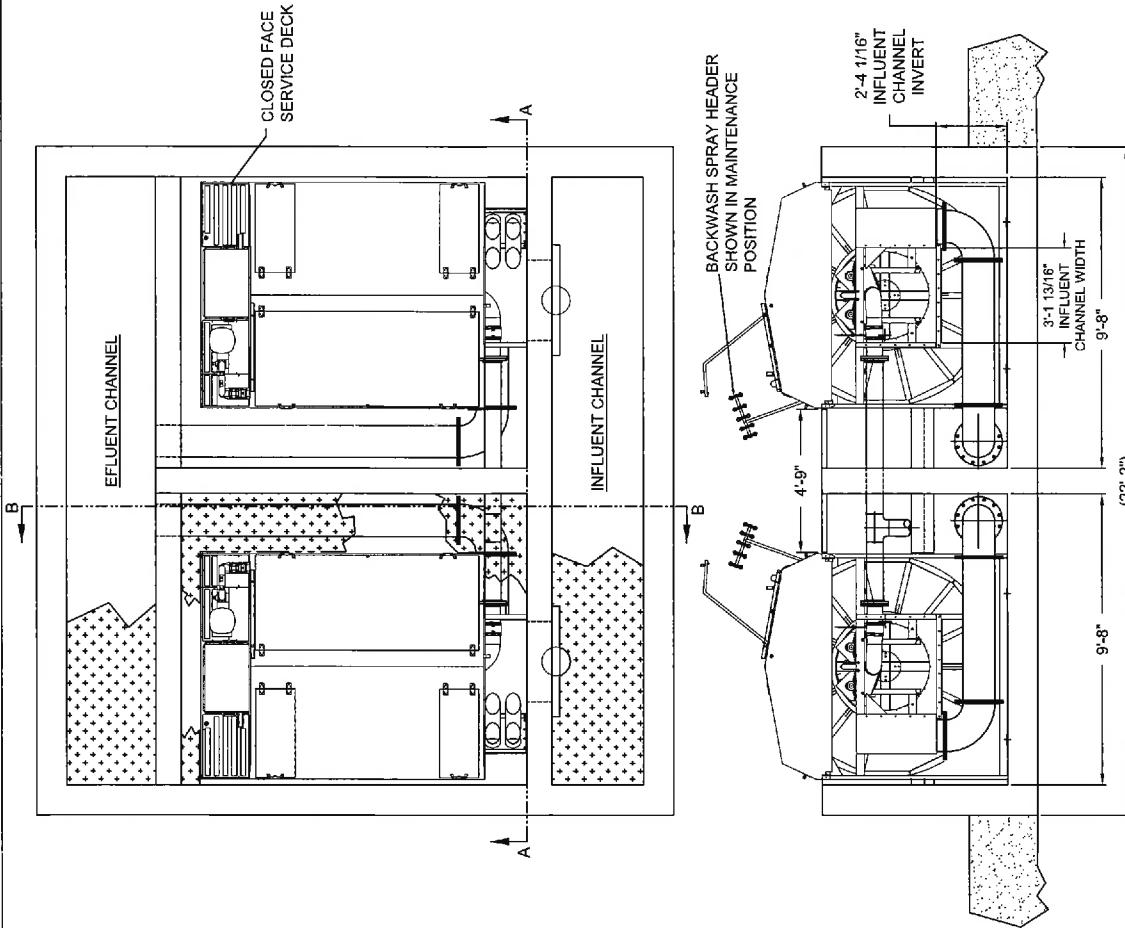
9. DRAWINGS



[illegible]

GENERAL INSTALLATION NOTES

1. CONCRETE AND PLATFORMS HAVE BEEN SHOWN SIMPLIFIED FOR ILLUSTRATION PURPOSES. FINAL CONCRETE AND PLATFORM DESIGNS ARE BY OTHERS. CUSTOMER INTERFACE PIPING NOT SHOWN.
2. ALL FIELD PIPING (INCL. FITTINGS & SUPPORTS), CONCRETE, HANDRAILS, PLATFORMS, AND ANCHORS ARE SUPPLIED BY OTHERS.
3. CONTROL PANELS NOT SHOWN
4. PLATFORMS STRUCTURES ARE SEPARATE FROM FILTERS-DO NOT SUPPORT PLATFORMS OR OTHER LOAD BEARING MEMBERS FROM THE DISCFILTER.
5. ALL CUSTOMER INTERFACE PIPING (INCLUDING VALVES AND FITTINGS) SHALL BE SUPPORTED BY THE FOUNDATION AND NOT BY THE FILTER. FILTER FLANGE PIPE STUBS ARE NOT DESIGNED TO CARRY EXTERNAL PIPING LOADS.
6. FINAL DIMENSIONS & ELEVATIONS TO BE DETERMINED BY OTHERS.
7. ALL GAPS BETWEEN FILTER BASE FRAME AND PAD LARGER THAN 1/8" SHALL BE SHIMMED/GROUTED OR SHAVED/CUT DOWN.
8. ALL EFFLUENT WEIRS TO BE WITHIN +/- 1/16" OF THE HYDRAULIC PROFILE ELEVATION. SHIM/GROUT TANK FILTERS OR ADJUST WALL MOUNTED WEIRS AS REQUIRED.



SECTION A-A

SECTION B-B

ALL INFORMATION CONTAINED ON THIS DOCUMENT IS THE PROPERTY OF KRUGER AND/OR ITS AFFILIATES. THE INFORMATION IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE EXPRESS WRITTEN CONSENT OF KRUGER. KRUGER ASSUMES NO RESPONSIBILITY FOR THE USE OF THIS DOCUMENT FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT WAS PREPARED. KRUGER ASSUMES NO RESPONSIBILITY FOR THE USE OF THIS DOCUMENT FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT WAS PREPARED. KRUGER ASSUMES NO RESPONSIBILITY FOR THE USE OF THIS DOCUMENT FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT WAS PREPARED.

REV	DESCRIPTION	DRAWN	APPR	DATE
B	MODIFIED BYPASS/SLUDGE PIPING	CDP	LHB	07.15.19
A	PRELIMINARY RELEASE	DSD	CDP	06.20.19

VEOLIA
KRUGER
4801 WESTMINSTER WAY, #2295 | 98167-4100

DISCFILTER
2X 2205-2C
PLAN AND SECTIONS

SCALE
1:48

DRAWING NO
675M-0010

SHEET
1 of 1

REV
B

GOODYEAR RAINBOW VALLEY AZ DFS

10. DISTINGUISHING ATTRIBUTES

Kruger offers the following comments for consideration regarding distinguishing attributes of the Hydrotech Discfilter system:

Unmatched Experience & Expertise:

- Kruger offers Discfilter systems that set the mark for quality, innovation, efficiency, and performance. Hydrotech is the original designer and supplier of the "inside-out" Discfilter. There are over 10,000 Hydrotech filter units installed worldwide in a wide variety of applications, including at more than 200 locations in the USA and more than 10 successful sites in the state of Arizona.
- Based on Kruger's wealth of experience, we can provide guidance and assistance to optimize the facility design.
- Kruger can provide reference contacts upon request.

Durability and Quality:

- The Hydrotech system is manufactured with high quality materials in order to maximize the life of the equipment and minimize the required maintenance.
- The filtration is 10 micron woven polyester media. Hydrotech's proprietary media has proven success, with installations having over 10 years of operation with original media in service. The media does not corrode and is more durable than other media types. The Hydrotech media is also easy to clean in the event of fouling due to upstream process conditions/upsets. Other media types may require removal from the unit for effective cleaning, or may even require costly replacement. Hydrotech has simple and proven procedures to fully clean the media and restore it to design capacity. Hydrotech's filter media is at the core of the technology's proven success.
- The Discfilter drum, frame, and hardware are high quality and robust stainless steel.
- High quality GRP covers are provided to allow for easy access to the unit. Covers are an important and essential feature to protect the equipment and personnel. Other technologies may not include covers, but Hydrotech Discfilters are included with covers as a standard feature.
- Kruger's commitment to quality is demonstrated by the 2 year warranty being included in this offer. We are confident that our straight-forward and quality design will allow the City to benefit from low cost operations and maintenance for many years to come.

Straight-Forward Design:

- Hydrotech filters are specifically designed with the end-user in mind. Routine access to components is achieved without the need to drain the filter unit. Media and spray nozzle inspection and/or replacement is performed on the "clean" side of the filter due to the "inside-out" flow path.



- The operation is simple and straight-forward, allowing for minimal ancillaries. There is only one (1) BW pump and one (1) drive motor per unit and there is no need for automated control valves.

Cost Savings:

- Kruger offers the Hydrotech Discfilter system at a price that is competitive with alternate disk filtration technologies.
- In addition, Kruger's Hydrotech system offers substantial reductions in total installed cost as a result of a smaller and simplified footprint compared to other technologies. Kruger expects significant savings to be realized by the Contractor as a result of less piping, wiring, concrete, etc. compared to other technologies. In addition, Kruger's system will be delivered to the site as a much simpler equipment package as indicated above. Kruger's Discfilter units arrive to the jobsite from the factory assembled; compared to alternative designs that require a significant investment in labor for site assembly of backwash pumps, drive motors, drive chains, control valves, disc segments, filter media, etc. This will reduce the cost of the labor required for installation, and minimize the overall cost of the system for the City.
- The Hydrotech design offers the highest degree of system efficiency. For example, Hydrotech's patented oscillating BW spray bar design allows for minimal BW water use, while providing optimal media cleaning. Other designs require either a) higher BW usage (and higher BW motor HP) or b) a separate drive motor in order to oscillate the spray bars. Hydrotech's design allows for minimal backwash water and energy usage.

In summary, the Kruger system provides the following specific advantages for the customer:

- Unmatched experience and expertise
- High quality - Hydrotech has been using a proven and durable woven polyester media for many years. This media tolerates chlorine, acid based chemical agents and many other products commonly applied to tertiary filtration systems. Stainless steel construction and robust GRP covers are included. A two (2) year warranty is included (see terms of sale section).
- Fully assembled units, allowing for reduced installation costs
- Total number of pumps, motors, and valves are less than competing technologies
- Reduced equipment footprint, lowering installation costs
- Simple and routine maintenance
- Simple installation of each filter media panel which can be accomplished in minutes
- Kruger's inside-out flow pattern allows operators to do routine operation and maintenance tasks in a dry environment
- Kruger's straight-forward control system requires fewer automated components (e.g. automated valves, instruments, etc.) compared to alternative technologies
- Competitive equipment capital pricing

Thank you for the opportunity to propose our Hydrotech Discfilter system. Please contact us if you have any questions about the proposed design.



11. SAMPLE CERTIFICATION OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE SUBMITTED
01/20/2019

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

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

PRODUCER
Wash USA, Inc.
640 W. Madison Street
Chicago, IL 60661
Attn: World Cities Request Dept. or call 1-800-742-8482

CONTAINS
 INFORMATION
 RELATIVE TO THE
 SECURITY OF THE
 UNITED STATES
 AND THE NATIONAL
 DEFENSE
 AUTHORITY TO DISCLOSE
 INFORMATION CONTAINED
 HEREIN IS RESTRICTED
 BY EXECUTIVE ORDER
 12958 OF APRIL 2, 1995
 AND BY 32 CFR 201.6
 AND 201.7

1700

Yee & Wai Technologies, Inc.
4021 Western Parkway
Cary, NC 27513

INSURER'S AFFORDING COVERAGE	WAC#
INSURER A: Hartford Fire Insurance Company Of Hartford	19415
INSURER B: First Hartford Insurance	
INSURER C: AIG Specialty Insurance Company	26683
INSURER D: PMA	18A
INSURER E: Lloyds Insurance Company	18437
INSURER F: Lloyd's National Insurance Company	26817

COVERAGE

CERTIFICATE NUMBER:

CH-00835324-12

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. THIS SHOWS MAY HAVE BEEN REDUCED BY PAID OR AMT.

[illegible]

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

CERTIFICATE HOLDER

VacPa Water Technologies, Inc.
4001 Wagner Parkway
Cape, NC 27513

CANCELLATION

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

Manoshi Mukherjee

Mammals - Mammals

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ACORD 25 (201603)

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www.veoliawatertech.com



15100			DLB	UNDERGROUND PIPE		COMMENTS
Size	x	Length	DIP	PIPE / FITTINGS / VALVES / ACCESSORIES		
12"	x	18'-0"	DIP	DIP, 401, EC Pipe RJ CL53	36.00 ea	TARCOAT
12"	x	12"	FTG	Tapping Sleeve & Valve	1.00 ea	
12"	x	12"	TEE	DIP, 401, EC Tee's MJ x MJ	1.00 ea	TARCOAT
12"	x	6"	TEE	DIP, 401, EC Tee's MJ x MJ	1.00 ea	TARCOAT
12"	x	12'-0"	SPOOL	DIP, 401, EC Spool Flg x PE	3.00 ea	TARCOAT
12"	x	12"	FTG	DIP, 401, EC Solid Sleeves	3.00 ea	TARCOAT
12"			VALVE	Buried Gate Valve MJ x MJ	3.00 ea	
			V,B&C	Valve Box, Riser and Cover	3.00 ea	
12"	x	12"	FTG	Restrained Sleeve Type Mech Coupling	4.00 ea	SOLID SLEEVE
12"	x	12"	FTG	DIP, 401, EC Wye MJ x MJ	2.00 ea	TARCOAT
12"	x	12"	FTG	DIP, 401, EC Cap MJ	2.00 ea	TARCOAT
6"	x	12'-0"	SPOOL	DIP, 401, EC Spool Flg x PE	2.00 ea	TARCOAT
12"			NBG	Restraint Kits	15.00 ea	
6"			NBG	Restraint Kits	4.00 ea	
15200			AGPIPE	ABOVE GROUND PIPING		
Size (in)	x	Length(ft)	AGPIPE	Above Ground 6"-12" DIP, 401, Prime	1.00 LS	
			SPOOL	Fabricated Spool's < 3'-0" in Length (3" - 72")		
12	x	3.00	SPOOL	DIP, 401, Prime Spool Flg x Flg	6.00 ea	
12	x	3.00	SPOOL	DIP, 401, Prime Spool Flg x PE	4.00 ea	
6	x	3.00	SPOOL	DIP, 401, Prime Spool Flg x Flg	4.00 ea	
6	x	3.00	SPOOL	DIP, 401, Prime Spool Flg x PE	4.00 ea	
0	x	0.00	SPOOL		- ea	
			SPOOL	Fabricated Spool's > 3'-0" in Length (3" - 72")		
12	x	10.00	SPOOL	DIP, 401, Prime Spool Flg x Flg	4.00 ea	
6	x	10.00	SPOOL	DIP, 401, Prime Spool Flg x Flg	4.00 ea	
0	x	0.00	SPOOL		- ea	
0	x	0.00	SPOOL		- ea	
0	x	0.00	SPOOL		- ea	
			FTG	Fitting's (90's, 45's, FCA's, BF, TS, Reducers,etc)	(3" - 72")	
12	x	12	FTG	DIP, 401, Prime 90's Flg x Flg	4.00 ea	
12	x	12	FTG	DIP, 401, Prime 45's Flg x Flg	2.00 ea	
6	x	6	FTG	DIP, 401, Prime 90's Flg x Flg	4.00 ea	
6	x	6	FTG	DIP, 401, Prime 45's Flg x Flg	2.00 ea	
0	x	0	FTG		- ea	
			TEE	Tee's, Wye's & Cross's (3" - 72")		
12	x	12	TEE	DIP, 401, Prime Tee's Flg x Flg	4.00 ea	
12	x	6	TEE	DIP, 401, Prime Tee's Flg x Flg	2.00 ea	
6	x	6	TEE	DIP, 401, Prime Tee's Flg x Flg	2.00 ea	
0	x	0	TEE		- ea	
0	x	0	TEE		- ea	
			VALVE	Valve's - All Types (3" - 72")		
12			VALVE	Gate Valves w/Handwheel Flg x Flg	4.00 ea	
6			VALVE	Gate Valves w/Handwheel Flg x Flg	4.00 ea	
0			VALVE		- ea	
0			VALVE		- ea	
0			VALVE		- ea	
			NBG	Nut, Bolt and Gasket Kit's (3" - 72")		
12			NBG	316 SST Nut & Bolt Kits	20.00 ea	
12			NBG	Sewer Gasket	20.00 ea	NEOPRENE
6			NBG	316 SST Nut & Bolt Kits	15.00 ea	
6			NBG	Sewer Gasket	15.00 ea	NEOPRENE
0			NBG		- ea	
			PVC	PVC, HDPE, Copper, Stainless Steel, Misc., Etc...		
12.00	x	2.00	SLEEVE	DI, P401, Wall Pipe w/Weep Ring Flg x PE	4.00 ea	
6.00	x	2.00	PVC	DI, P401, Wall Pipe w/Weep Ring Flg x PE	4.00 ea	

UNIT PRICE	SUB TOTAL	TOTAL
\$ 102.00	\$ 3,672.00	
\$ 3,700.00	\$ 3,700.00	
\$ 966.00	\$ 966.00	
\$ 765.00	\$ 765.00	
\$ 2,000.00	\$ 6,000.00	
\$ 700.00	\$ 2,100.00	
\$ 2,300.00	\$ 6,900.00	
\$ 65.00	\$ 195.00	
\$ 215.00	\$ 860.00	
\$ 1,950.00	\$ 3,900.00	
\$ 515.00	\$ 1,030.00	
\$ 960.00	\$ 1,920.00	
\$ 130.00	\$ 1,950.00	
\$ 55.00	\$ 220.00	

\$ 750.00	\$ 4,500.00	
\$ 540.00	\$ 2,160.00	
\$ 316.00	\$ 1,264.00	
\$ 235.00	\$ 940.00	

\$ 1,900.00	\$ 7,600.00	
\$ 900.00	\$ 3,600.00	

\$ 1,225.00	\$ 4,900.00	
\$ 1,100.00	\$ 2,200.00	
\$ 435.00	\$ 1,740.00	
\$ 405.00	\$ 810.00	

\$ 1,740.00	\$ 6,960.00	
\$ 1,450.00	\$ 2,900.00	
\$ 552.00	\$ 1,104.00	

\$ 2,300.00	\$ 9,200.00	
\$ 750.00	\$ 3,000.00	

\$ 83.00	\$ 1,660.00	
\$ 12.00	\$ 240.00	
\$ 33.00	\$ 495.00	
\$ 6.00	\$ 90.00	

\$ 550.00	\$ 2,200.00	
\$ 245.00	\$ 980.00	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/3/2019

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

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

PRODUCER INSURICA / Minard-Ames Insurance Services LLC 4646 E. Van Buren St., #200 Phoenix AZ 85008	CONTACT NAME: Certificates	
	PHONE (A/C, No, Ext): 602-273-1625	FAX (A/C, No): 602-273-0212
INSURED Felix Construction Company 1326 W. Industrial Drive Coolidge AZ 85128	E-MAIL ADDRESS: certs@INSURICA.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Old Republic Insurance Company	
	INSURER B: Travelers Property Casualty Co. of America	
	INSURER C: Greenwich Insurance Company	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1174568291

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$1,000 PD Ded GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	MWZY31469219	5/31/2019	5/31/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	MWTB31469319	5/31/2019	5/31/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	ZUP71M7609419NF	4/1/2019	5/31/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	MWC31469119	5/31/2019	5/31/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Pollution Liability Professional Liability Prof Retro date: 11/10/03			PEC001535015	4/1/2019	5/31/2020	Limit each claim \$1,000,000 Aggregate \$2,000,000 Ded per Claim \$50,000

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

Certificate Holder is defined as additional insured with respects to the general, auto and umbrella liability if required or agreed to in a written contract subject to all provisions and limitations of the policy. General and Auto Liability coverage is primary and non-contributory. A Waiver of subrogation in favor of Certificate Holder applies to the general, auto and umbrella liability and employers liability/workers compensation if required or agreed to in a written contract subject to all provisions and limitation of the policy. Per attached forms: CG2010 04/13; CG2033 04/13; CG2037 04/13; PCA048 10/13; CG2001 04/13; CG2404 05/09; PCA024 10/13; WC000313; CG2503 05/09.

RE: Contract No. CON-19-4739-A3, Rainbow Valley WRF Disc Filter Facility Replacement - Job Order: Project 1628-19. Additional Insured: City of Goodyear.

CERTIFICATE HOLDER

City of Goodyear
Office of Procurement
PO Box 5100
Goodyear AZ 85338

CANCELLATION

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

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POLICY NUMBER: MWZY31469219

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization contractually requiring status as an additional insured for ongoing operations that you perform for them	The locations as specified in the written contracts or agreements
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

The projects as specified in the written contracts or agreements

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the Insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by written contract or agreement	The locations as specified in the written contracts or agreements
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER: MWZY31469219

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any persons or organizations requiring a waiver of transfer of rights of recovery pursuant to the terms of any contract or agreement you enter into with such person or organization

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**The following is added to Paragraph 8. Transfer Of
Rights Of Recovery Against Others To Us of
Section IV – Conditions:**

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.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED/DESIGNATED INSURED AMENDMENT - PRIMARY AND
NON-CONTRIBUTORY**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

Designated Person(s) or Organization(s):

All persons or organizations where required by written contract.

WHO IS AN INSURED (SECTION II) is amended to include the person(s) or organization(s) shown in the above Schedule, but only with respect to "accidents" arising out of work being performed for such person(s) or organization(s).

As respects any person(s) or organization(s) shown in the above Schedule with whom you have agreed in a written contract to provide primary insurance on a non-contributory basis, this insurance will be primary to and non-contributing with any other insurance available to such person(s) or organizations(s).

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

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:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Name of Person or Organization:

All persons or organizations as required by 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 is changed by adding the following:

We waive any right of recovery we may have against the person(s) or organization(s) shown in the Schedule because of payments we make for injury or damage. This waiver applies only to the person or organization shown in the Schedule.

POLICY NUMBER: MWC31469119

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 COVERAGE AS REQUIRED BY WRITTEN CONTRACT

DATE OF ISSUE: 5/31/2019