



**Contract Amendment  
No. 1  
Contract Number: CON-20-5085-A1**

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-20-5085 is hereby mutually amended to reflect the following Job Order:

Job Order: \$788,000  
Job Order Cost Proposal, Booster Station #21 Reservoir Rehabilitation, 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, CPM, CPPB

<b>City of Goodyear</b>		<b>J.R. Filanc Construction Company, Inc.</b>	
By: _____	_____	By: <u>David J. Kiess</u>	<u>10/11/2019</u>
Jacque Behrens, CPPB	Date	Signature	Date
Title: _____	Procurement Manager	David J. Kiess, Vice President	
		Typed Name and Title	
<b>Attested By:</b>		<b>Approved as to Form By:</b>	
Darcie McCracken, City Clerk		Roric Massey, City Attorney	

## THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA


**AGC DOCUMENT NO. 260  
PERFORMANCE BOND**

For Use with AGC Document No. 200, Standard Form of Agreement and General Conditions Between Owner and Contractor  
(Where the Contract Price is a Lump Sum) and AGC Document No. 250, Standard Form of Agreement and General Conditions Between Owner and Contractor (Where the Basis of Payment is a Guaranteed Maximum Price with an Option for Preconstruction Services)

The Owner, City of Goodyear, (the "Owner") ♦  
and the Contractor J.R. Filand Construction Company, Inc., (the "Contractor") ♦  
have entered into a Contract (the "Contract") dated                      for Booster Station #21 Reservoir Rehabilitation, ♦  
Contract No. CON-20-5085-A1 (the "Project"). The Contract is incorporated by reference into this Performance Bond (the "Bond").

By virtue of this Bond, the Contractor as Principal and Everest Reinsurance Company as Surety ♦  
("Surety"), are bound to the Owner as Obligor in the maximum amount of Seven Hundred Eighty Eight Thousand ♦  
Dollars and 00/100 Dollars (\$ 788,000.00) (the "Bond Sum"). ♦

The Contractor and Surety hereby bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein.

1. **GENERAL CONDITIONS** It is the condition of this Bond that if the Contractor performs its Contract obligations (the "Work"), the Surety's obligations under this Bond are null and void. Otherwise the Surety's obligations shall remain in full force and effect. The Surety waives any requirement to be notified of alterations or extensions of time made by the Owner in the Contract. The Owner may not invoke the provisions of this Bond unless the Owner has performed its obligations pursuant to the Contract. Upon making demand on this Bond, the Owner shall make the Contract Balance (the total amount payable by the Owner to the Contractor pursuant to the Contract less amounts properly paid by the Owner to the Contractor) available to the Surety for completion of the Work.
2. **SURETY OBLIGATIONS** If the Contractor is in default pursuant to the Contract and the Owner has declared the Contractor in default, the Surety promptly may remedy the default or shall:
  - a. Complete the Work, with the consent of the Owner, through the Contractor or otherwise;
  - b. Arrange for the completion of the Work by a contractor acceptable to the Owner and secured by performance and payment bonds equivalent to those for the Contract issued by a qualified surety. The Surety shall make available as the Work progresses sufficient funds to pay the cost of completion of the Work less the Contract Balance up to the Bond Sum, or
  - c. Waive its right to complete the Work and reimburse the Owner the amount of its reasonable costs, not to exceed the Bond Sum, to complete the Work less the Contract Balance.
3. **DISPUTE RESOLUTION** All disputes pursuant to this Bond shall be instituted in any court of competent jurisdiction in the location in which the Project is located and shall be commenced within two years after default of the Contractor or Substantial Completion of the Work, whichever occurs first. If this provision is prohibited by law, the minimum period of limitation available to sureties in the jurisdiction shall be applicable.

This Bond is entered into as of October 3, 2019.

SURETY <u>Everest Reinsurance Company</u> (seal) ♦	CONTRACTOR <u>J.R. Filand Construction Company, Inc.</u> (seal) ♦
By: <u>[Signature]</u> ♦	By: <u>[Signature]</u> ♦
Print Name: <u>Lawrence F. McMahon</u> ♦	Print Name: <u>DAVID J. KIESS</u> ♦
Print Title: <u>Attorney-in-Fact</u> ♦	Print Title: <u>VICE PRESIDENT</u> ♦
(Attach Power of Attorney)	
Witness: <u>[Signature]</u> ♦	Witness: <u>[Signature]</u> ♦
(Additional signatures, if any, appear on attached page)	
<u>Sarah Myers</u>	

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

County of San Diego

On OCT 03 2019 before me, Rachel A. Mullen, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Lawrence F. McMahon

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/it~~/they executed the same in his/~~her/their~~/authorized capacity(ies), and that by his/~~her/their~~/signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Rachel A. Mullen  
Signature of Notary Public Rachel A. Mullen

Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner ☐ Limited ☐ General  
☒ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing:

Surety Company

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing:

POWER OF ATTORNEY  
EVEREST REINSURANCE COMPANY  
DELAWARE

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at 477 Martinsville Road, Liberty Corner, New Jersey 07938, do hereby nominate, constitute, and appoint:

**Lawrence F. McMahon, Ryan E. Warnock, Christopher Conte, Sarah Myers, Rachel A. Mullen, Janice Martin**

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on the 28th day of July 2016:

**RESOLVED**, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

**RESOLVED, FURTHER**, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

**RESOLVED, FURTHER**, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 28th day of July 2016.



*Nicole Chase*  
Attest: Nicole Chase, Assistant Secretary

Everest Reinsurance Company

*Anthony Romano*  
By: Anthony Romano, Vice President

On this 28th day of July 2016, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS  
Notary Public, State of New York  
No 01R06239736  
Qualified in Queens County  
Term Expires April 25, 2023

*Linda Robins*

Linda Robins, Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at the Liberty Corner, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

OCT 03 2016



## THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA



## AGC DOCUMENT NO. 261

## PAYMENT BOND

For Use with AGC Document No. 200, Standard Form of Agreement and General Conditions Between Owner and Contractor (Where the Contract Price is a Lump Sum) and AGC Document No. 250, Standard Form of Agreement and General Conditions Between Owner and Contractor (Where the Basis of Payment is a Guaranteed Maximum Price with an Option for Preconstruction Services)

The Owner, City of Goodyear, (the "Owner")  
and the Contractor, J.R. Filanc Construction Company, Inc., (the "Contractor")  
have entered into a Contract (the "Contract") dated \_\_\_\_\_ for Booster Station #21 Reservoir Rehabilitation,  
Contract No. CON-20-5085-A1 (the "Project"). The Contract is incorporated by reference into this Payment Bond (the "Bond").

By virtue of this Bond, the Contractor as Principal and Everest Reinsurance Company as Surety  
("Surety"), are bound to the Owner as Obligor in the maximum amount of Seven Hundred Eighty Eight Thousand  
Dollars and 00/100 Dollars (\$ 788,000.00 ) (the "Bond Sum").

The Contractor and Surety hereby bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein.

1. **GENERAL CONDITIONS** It is the condition of this Bond that if the Contractor promptly makes payment of all sums for all labor, materials, and equipment furnished for use in the performance of the work required by the Contract, the Surety's obligations pursuant to this Bond are null and void. Otherwise the Surety's obligations shall remain in full force and effect. The Surety waives any requirement to be notified of alterations or extensions of time made by the Owner in the Contract.
2. **SURETY OBLIGATION** Every Claimant who has not been paid in full before the expiration of a period of ninety (90) days after such Claimant provided or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, may have a right of action on this Bond. The Surety's obligation to the Claimant(s) shall not exceed the Bond Sum.
3. **LIMITATION OF ACTION** No suit or action shall be commenced on this Bond by any Claimant:
  - a. Unless Claimant, other than one having a direct Contract with the Contractor shall have given written notice to the Contractor, the Owner and the Surety within ninety (90) days after the Claimant provided or performed the last of the work or labor, or furnished the last of the materials for which the claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was provided or performed. Such notice shall be served by any means which provides written third party verification of delivery to the Contractor at any place it maintains an office or conducts business, or served in any manner in which legal process may be served in the state in which the Project is located.
  - b. After the expiration of one (1) year from the date on which the Claimant last performed labor or furnished materials or equipment on the Project. If this provision is prohibited by law, the minimum period of limitation available to sureties in the jurisdiction shall be applicable.
  - c. Other than in any court of competent jurisdiction in the location in which the Project is located
4. **CLAIMANT** A Claimant is defined as an individual or entity having a direct contract with the Contractor or having a contract with a subcontractor having a direct contract with the Contractor to furnish labor, materials or equipment for use in the performance of the Contract.

This Bond is entered into as of October 3, 2019.

SURETY Everest Reinsurance Company (seal) CONTRACTOR J.R. Filanc Construction Company, Inc. (seal)

By: [Signature]

By: [Signature]

Print Name: Lawrence F. McMahon

Print Name: DAVID J. KRESS

Print Title: Attorney-in-Fact

Print Title: VICE PRESIDENT

(Attach Power of Attorney)

Witness: [Signature]

Witness: [Signature]

(Additional signatures, if any, appear on attached page)  
Sarah Myers

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

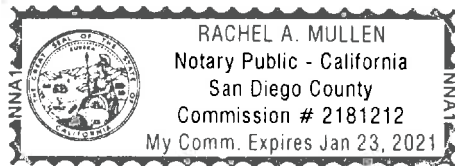
STATE OF CALIFORNIA

County of San Diego

On OCT 03 2019 before me, Rachel A. Mullen, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Lawrence F. McMahon

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/it~~/they executed the same in his/~~her/its~~/their authorized capacity(ies), and that by his/~~her/its~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Rachel A. Mullen  
Signature of Notary Public Rachel A. Mullen

Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner ☐ Limited ☐ General  
☒ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing:

Surety Company

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

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OF SIGNER

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Signer is Representing:

**POWER OF ATTORNEY  
EVEREST REINSURANCE COMPANY  
DELAWARE**

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at 477 Martinsville Road, Liberty Corner, New Jersey 07938, do hereby nominate, constitute, and appoint:

***Lawrence F. McMahon, Ryan E. Warnock, Christopher Conte, Sarah Myers, Rachel A. Mullen, Janice Martin***

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on the 28th day of July 2016:

**RESOLVED**, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

**RESOLVED, FURTHER**, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

**RESOLVED, FURTHER**, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 28th day of July 2016.



Everest Reinsurance Company

*Nicole Chase*

Attest: Nicole Chase, Assistant Secretary

*Anthony Romano*

By: Anthony Romano, Vice President

On this 28th day of July 2016, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

**LINDA ROBINS**  
Notary Public, State of New York  
No 01R06239736  
Qualified in Queens County  
Term Expires April 25, 2023

*Linda Robins*

Linda Robins, Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at the Liberty Corner, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**OCT 03 2019**



J.R. FILANC CONSTRUCTION COMPANY, INC.

**FILANC**

9299 W. Olive Ave, Suite 110 Peoria, AZ. 85345 Ph. 602-544-3600 Fx. 602-272-0825

September 24, 2019

Ruben Veloz  
Superintendent of Water  
Utility Operations/Public Works  
City of Goodyear  
4980 S. 157<sup>th</sup> Ave  
Goodyear, AZ 85338

**Project: Booster Station #21 Reservoir Rehabilitation**

**Subject: Proposal**

Ruben,

J.R. Filanc Construction Company is pleased to submit this cost proposal for construction services to the City of Goodyear for the above project. This proposal includes pricing to perform Cleaning, Internal Tank Coating Rehabilitation and other modifications as outlined in the cost proposal.

- **Scope of Work:**

- Filanc will provide the services needed to perform the modifications as outlined in the Schedule of Values and as determined by the City of Goodyear. This includes processing submittals, RFI's and O&M manuals, coordinating the work with the Plant, City PM, City Inspector, and Engineer, developing and implementing MOPO plans, issuing contracts to all subcontractors and vendors, and the supervision and coordination of all subcontractors and vendors.
- Filanc will provide Construction Management to supervise and assist all subcontractors and vendors, assist in start-up and testing activities, and to monitor safety and security of the jobsite.
- Southwest Tank and Steel will perform the Tank Modifications and Painting, NCS Engineering will provide Structural review and recommendations, and RFI Consultants will provide all Coating Inspections.

- **Permits:** City of Goodyear to obtain any and all Permits if required.

- **Supporting Documents**

- Cost Model (Attachment A)
- Vendor and Subcontractor Proposals (Attachment B)
- Inclusions and Exclusions Form (Attachment C)

- **Assumptions, Clarifications, and Exclusions:**
  - \$60,859.00 Owner Contingency has been added for misc. changes per City requests.
  - Through discussions with the City, the following items have been removed from the Schedule of Values:
    - Reservoir Rehab Item 10: Replace Warrick Probe Box and Probes.
    - General & Administrative: RFI Consultants LLC Booster PS Header pipe Coating Inspection.
- **Project Duration:**
  - Work will begin within 60 days from Notice to Proceed.
  - Work will be completed within 120 (One Hundred Twenty) days after notice to Proceed.
  - Construction Schedule will be provided after NTP has been received.
- **Project Cost:**
  - Cost Model of \$788,000.00 (Seven Hundred Eighty-eight Thousand Dollars and Zero Cents) as detailed in Attachment A – Job Cost Detail. This is a Unit Price Contract. Final Contract amount will be determined based on quantities used.

Sincerely,

Rob Butts

Robert Butts  
Arizona Area Manager  
JR Filanc Construction Company, Inc.  
9299 W. Olive Ave., Ste 110  
Peoria, AZ 85345  
Office: 602-544-3600

## BOOSTER STATION #21 RESERVOIR REHABILITATION

	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1	Clean Interior Tank	1.00	LS	\$ 15,880.00	\$ 15,880.00
2	Internal Tank Coating Rehab	1.00	LS	\$ 368,980.00	\$ 368,980.00
3	New Gaskets / Bolts for Manways	1.00	LS	\$ 750.00	\$ 750.00
4	Tank Outlet Structure Rehab	1.00	LS	\$ 250.00	\$ 250.00
5	Tank Overflow Structure Rehab	1.00	LS	\$ 250.00	\$ 250.00
6	Tank Interior Ladder Rehab	1.00	LS	\$ 2,250.00	\$ 2,250.00
7	Inlet Structure Rehab	1.00	LS	\$ 250.00	\$ 250.00
8	Drain Pipe Rehab	1.00	LS	\$ 250.00	\$ 250.00
9	Replace manual tank level indicator and float with cable guides	1.00	LS	\$ 3,450.00	\$ 3,450.00
10	<del>Replace Warriek probe box and Probes</del>	1.00	LS	Deleted	Deleted
11	Tank Disinfection upon completion of tank interior rehabilitation	1.00	LS	\$ 2,000.00	\$ 2,000.00
12	Handrail modifications	1.00	LS	\$ 2,750.00	\$ 2,750.00
13	Provide hook-up points and Red Stripe to meet OSHA Safety Standards	8.00	EA	\$ 350.00	\$ 2,800.00
14	Recoat Interior of Hydro Pneumatic Tank	1.00	LS	\$ 4,990.00	\$ 4,990.00
15	Recoat Exterior of Hydro Pneumatic Tank	1.00	LS	\$ 3,016.00	\$ 3,016.00
16	Cathodic Protection - Replace Rectifier and Anodes	1.00	LS	\$ 18,920.00	\$ 18,920.00
<b>TOTAL ITEMS 1-16</b>					\$ 426,786.00

TANK ALLOWANCES					
1	Repair and or replace damaged steel to floor and internal structure (extent of repairs to be determined by Structural Engineer's inspection report)				
a	Spot repairs on the shell or floor ((aka puddle weld) corrosion pits too small for a plate patch but too big to fill with coating): Provide a unit price and include an allowance for up to 100 ea.	100.00	EA	\$ 18.00	\$ 1,800.00
b	Shell repairs with rolled plates that range between 1'x1' and 3'x3': Include a per square foot price and an allowance for up to 225 square feet.	225.00	SF	\$ 22.00	\$ 4,950.00
c	Floor repairs with flat plates that range between 1'x1' and 3'x3': Include a per square foot price and an allowance for up to 600 square feet.	600.00	SF	\$ 22.00	\$ 13,200.00
d	Weld seam repairs on the shell or floor" Include a per linear foot cost and an allowance for up to 100 feet.	100.00	LF	\$ 35.00	\$ 3,500.00
e	Rafter Replacement and allowance for 1 ea	1.00	EA	\$ 2,854.00	\$ 2,854.00
2	NCS - Structural Design	3.00	Shts	\$ 10,476.67	\$ 31,430.00
<b>TOTAL TANK ALLOWANCES</b>					\$ 57,734.00

GENERAL and ADMINISTRATIVE					
1	J.R. Filanc - Construction Management	3.00	Mo	\$ 35,043.00	\$ 105,129.00
2	NCS - Structural Review and Assessment	1.00	LS	\$ 22,250.00	\$ 22,250.00
3	RFI Consultants LLC - Destructive Testing	1.00	LS	\$ 900.00	\$ 900.00
4	RFI Consultants LLC - 2MG Tank Coating Inspection	108.00	Hrs	\$ 85.00	\$ 9,180.00
5	RFI Consultants LLC - Hydro Pneumatic Tank Coating Inspections	42.00	Hrs	\$ 85.00	\$ 3,570.00
6	<del>RFI Consultants LLC - Booster PS Header Pipe Coating Inspections</del>	18.00	Hrs	Deleted	Deleted
7	Bond Cost on SW Tank and Steel (2% )	1.00	LS	\$ 8,536.00	\$ 8,536.00
<b>TOTAL ITEMS GENERAL and ADMINISTRATIVE</b>					\$ 149,565.00

OVERHEAD: 7.20% (% to be taken from matrix)

PROFIT: 7.80% (% to be taken from matrix)

Subtotal General Contractor Costs (J.R. FILANCE C.M.): \$ 105,129.00

O&P (15.00%): \$ 15,769.00

Total General Contractor Costs including O&P: \$ 120,898.00

Subtotal Subcontractor Costs (D) \$ 528,956.00

Subcontractor Profit (5%) \$ 26,448.00

Total Subcontractor Costs including O&P: \$ 555,404.00

TOTAL GC and Subcontractor Costs including O&P: \$ 676,302.00

Insurance Costs @ 0.80% \$ 5,410.00

Bond Costs @ 0.90% \$ 6,087.00

Sales Tax (65% of 8.8%) \$ 39,342.00

**Subtotal Job Cost: \$ 727,141.00**

Owner Contingencies \$ 60,859.00

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

**TOTAL JOB COST \$ 788,000.00**

Bid Item	Est Item	Description	Takeoff Quantity	Grand Total Amount	Labor Hours	Labor Price	Labor Amount	Material Cost/Unit	Material Amount	Sub Cost/Unit	Sub Amount	Equip Price	Equip Amount	Other Amount
01	01.000	Division 1 General & Administrative												
		Field Overhead - General Conditions Quick 1 LS -												
		Project Manager - Monthly Cost	1.00 Mo	17,171	519	90.87 /m/h	15,721	0	0	100.00 /Mo	100	950.00 /Mo	850	500
		Project Engineer 1 - Monthly Cost	2.00 Mo	19,067	519	55.11 /m/h	19,067	0	0	0	0	0	0	0
		Estimating - Hourly Cost	0.50 Mo	6,747	87	76.00 /m/h	6,747	0	0	0	0	0	0	0
		Bidder Board	1.00 EA	85	85		0	0	0	85.00 /EA	85	0	0	0
		General Superintendent - Monthly Cost	3.00 Mo	49,067	519	86.16 /m/h	44,717	0	0	100.00 /Mo	300	850.00 /Mo	2,550	1,500
		Project Signs - Each	1.00 EA	2,416		416.00 /Mo	416	0	0	0	0	0	0	2,000
		Photos and Video - Monthly Cost	1.00 Mo	1,500			0	0	0	0	0	0	0	100
		Fuel & Oil - Staff - Monthly Cost	3.00 Mo	600			0	0	0	0	0	0	0	1,600
		Sanitation - Monthly Cost	3.00 Mo	1,050			0	0	0	0	0	0	0	600
		Rubbish - Monthly Cost	3.00 Mo	2,551	40	36.37 /m/h	1,151	0	0	0	0	0	0	1,050
		Warranty Work - 1 year Inspection - Lump Sum Cost	1.00 LS	4,676	40	41.86 /m/h	1,676	1,000.00 /LS	1,000	1,000.00 /LS	1,000	1,000.00 /LS	1,000	0
		Field Overhead - General Conditions Quick 1 LS -	3.00 Mo	105,129	1,724		89,494	333.33 /Mo	1,000	495.00 /Mo	1,485	0	4,400	8,750
		01.000 General & Administrative		105,129	1,724		89,494		1,000	1,485.00 /LS	1,485		4,400	8,750
		01 Division 1	1.00 LS	105,129	1,724		89,494	1,000.00 /LS	1,000	1,485.00 /LS	1,485		4,400	8,750

## BOOSTER STATION #21 RESERVOIR REHABILITATION BID RESULTS

DESCRIPTION				QTY	UNIT	SOUTHWEST TANK AND STEEL		REVOLUTION INDUSTRIAL		MM TANK		PROFESSIONAL PIPING SYSTEMS, LLC		A-O PAINTING		AL COATING	
						UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Clear Interior Tank			1.00	LS	\$ 15,880.00	\$ 15,880.00	\$ 23,358.00	\$ 23,358.00	\$ 282,500.00	\$ 282,500.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
2	Internal Tank Coating Rehab			1.00	LS	\$ 368,980.00	\$ 368,980.00	\$ 499,455.26	\$ 499,455.26	\$ 221,093.00	\$ 221,093.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
3	New Gaskets /Bolts for Manways			1.00	LS	\$ 750.00	\$ 750.00	\$ 600.00	\$ 600.00	\$ 2,198.00	\$ 2,198.00	\$ 2,950.00	\$ 2,950.00	No Bid	No Bid	No Bid	No Bid
4	Repair and/or replace damaged steel to floor and internal structure (extent of repairs to be determined by Structural Engineer's inspection report)					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	No Bid	No Bid	No Bid	No Bid
a	Spot repairs on the steel or floor (aka puddle weld) corrosion pits for steel for a plate patch but too big to fill with coating). Provide a unit price and include allowance for up to 100 sq. ft.			60.00	EA	\$ 18.00	\$ 1,080.00	\$ 31.57	\$ 3,157.00	\$ 30.64	\$ 3,064.00	\$ 17.50	\$ 1,750.00	No Bid	No Bid	No Bid	No Bid
b	Shell repairs with rolled plates that fringe between 1'x1' and 3'x2'. Include a per square foot price and allowance for up to 225 square feet.			225.00	SF	\$ 22.00	\$ 4,950.00	\$ 38.23	\$ 8,601.75	\$ 41.00	\$ 9,225.00	\$ 155.00	\$ 34,875.00	No Bid	No Bid	No Bid	No Bid
c	Floor repairs with flat plates that range between 1'x1' and 3'x3'. Include a per square foot price and allowance for up to 600 square feet.			60.00	SF	\$ 22.00	\$ 13,200.00	\$ 3.61	\$ 2,166.00	\$ 41.00	\$ 24,600.00	\$ 142.00	\$ 85,200.00	No Bid	No Bid	No Bid	No Bid
d	Weld seams repairs on the steel or floor. Include a per linear foot cost and an allowance for up to 100 feet.			10.00	LF	\$ 35.00	\$ 3,500.00	\$ 26.07	\$ 2,607.00	\$ 51.07	\$ 5,107.00	\$ 105.00	\$ 10,500.00	No Bid	No Bid	No Bid	No Bid
e	Rafter Replacement and allowance for 1 ea			1.00	EA	\$ 2,854.00	\$ 2,854.00	\$ 1,250.00	\$ 1,250.00	\$ 1,596.00	\$ 1,596.00	\$ 4,090.00	\$ 4,090.00	No Bid	No Bid	No Bid	No Bid
5	Tank Outlet Structure Rehab			1.00	LS	\$ 250.00	\$ 250.00	\$ 340.57	\$ 340.57	\$ 555.00	\$ 555.00	\$ 2,850.00	\$ 2,850.00	No Bid	No Bid	No Bid	No Bid
6	Tank Overflow Structure Rehab			1.00	LS	\$ 250.00	\$ 250.00	\$ 1,243.00	\$ 1,243.00	\$ 2,100.00	\$ 2,100.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
7	Tank Interior Ladder Rehab			1.00	LS	\$ 2,750.00	\$ 2,750.00	\$ 1,746.18	\$ 1,746.18	\$ 1,700.00	\$ 1,700.00	\$ 2,050.00	\$ 2,050.00	No Bid	No Bid	No Bid	No Bid
8	Inlet Structure Rehab			1.00	LS	\$ 250.00	\$ 250.00	\$ 1,917.00	\$ 1,917.00	\$ 275.00	\$ 275.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
9	Drain Pipe Rehab			1.00	LS	\$ 250.00	\$ 250.00	\$ 385.00	\$ 385.00	\$ 250.00	\$ 250.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
10	Replace manual tank level indicator and floor with cable guides			1.00	LS	\$ 3,450.00	\$ 3,450.00	\$ 4,008.00	\$ 4,008.00	\$ 4,417.00	\$ 4,417.00	\$ 6,225.00	\$ 6,225.00	No Bid	No Bid	No Bid	No Bid
11	Replace Warrick probe box and Probes			1.00	LS	\$ 12,800.00	\$ 12,800.00	\$ 1,432.82	\$ 1,432.82	\$ 5,317.00	\$ 5,317.00	\$ 6,315.00	\$ 6,315.00	No Bid	No Bid	No Bid	No Bid
12	Tank Disinfection upon completion of tank interior rehabilitation			1.00	LS	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
13	Handrail modifications			1.00	LS	\$ 2,750.00	\$ 2,750.00	\$ 1,800.00	\$ 1,800.00	\$ 2,300.00	\$ 2,300.00	\$ 2,240.00	\$ 2,240.00	No Bid	No Bid	No Bid	No Bid
14	Provide hook-up points and 3rd Stipe to meet OSHA Safety Standards			8.00	EA	\$ 350.00	\$ 2,800.00	\$ 200.00	\$ 1,600.00	\$ 2,970.00	\$ 22,960.00	\$ 153.00	\$ 1,224.00	No Bid	No Bid	No Bid	No Bid
15	Recoat Interior of Hydro Pneumatic Tank			1.00	LS	\$ 4,990.00	\$ 4,990.00	\$ 12,316.00	\$ 12,316.00	\$ 13,280.00	\$ 13,280.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
16	Recoat Exterior of Hydro Pneumatic Tank			1.00	LS	\$ 3,016.00	\$ 3,016.00	\$ 4,703.00	\$ 4,703.00	\$ 2,100.00	\$ 2,100.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
17	Cathodic Protection - Replace Rectifier and Anodes			1.00	LS	\$ 18,920.00	\$ 18,920.00	\$ 23,220.00	\$ 23,220.00	\$ 21,500.00	\$ 21,500.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
TOTAL ITEMS 1-16						\$ 465,960.00	\$ 600,912.58	\$ 631,093.00	\$ 150,549.00	\$ 631,093.00	\$ 150,549.00	\$ 150,549.00	\$ 150,549.00	\$ 150,549.00	\$ 150,549.00	\$ 150,549.00	\$ 150,549.00

BOOSTER STATION #21 RESERVOIR REHABILITATION BID RESULTS

DESCRIPTION		QTY	UNIT	SOUTHWEST TANK AND STEEL		REVOLUTION INDUSTRIAL		MMT TANK		PROFESSIONAL PIPING SYSTEMS, LLC		A-O PAINTING		AL COATING	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
ALTERNATE BID ITEMS															
1	Tank Exterior Coating Reliab	1.00	LS	\$	119,449.00	\$	91,770.36	\$	43,250.00	\$	43,250.00	No Bid	NO BID	No Bid	NO BID
2	Reliab Coatings at Booster Pump Station Header Pipe	1.00	LS	\$	4,447.00	\$	22,000.00	\$	4,500.00	\$	4,500.00	No Bid	NO BID	No Bid	NO BID
3	Provide and install 8" dia. Dome Style Vents	3.00	EA	\$	5,609.80	\$	16,829.40	\$	9,487.67	\$	28,463.00	No Bid	NO BID	No Bid	NO BID
BASE BID + ALT 1				\$	585,339.00	\$	692,680.94	\$	674,343.00	\$	6,288.00	\$	18,864.00	\$	\$
Base BID + ALT 2				\$	470,337.00	\$	622,510.56	\$	635,553.00	\$		\$	160,549.00	\$	\$
BASE BID + ALT 3				\$	482,719.40	\$	619,510.56	\$	659,556.00	\$		\$	179,413.00	\$	\$
BASE BID + ALT 1				\$	585,339.00	\$	692,680.94	\$	674,343.00	\$		\$	160,549.00	\$	\$
BASE BID + ALT 1, 2				\$	589,786.00	\$	714,680.94	\$	678,843.00	\$		\$	160,549.00	\$	\$
BASE BID + ALT 1, 2, 3				\$	606,615.40	\$	733,280.94	\$	707,306.00	\$		\$	179,413.00	\$	\$

## ATTACHMENT C

### Inclusions / Exclusions

Description	Included	Excluded	Notes
<b>PRECONSTRUCTION SERVICES</b>			
Professional / Design Engineer Services	X		
Value Engineering Analysis	X		
Cost Estimating / Models	X		
Survey Services		X	
Obtain Maricopa County Approval to Construct		X	
<b>PERMITS</b>			
Permit Fees (Identify Type if Required)		X	Filanc to purchase if required
Maricopa County Dust Control Permit		X	
Arizona Pollutant Discharge Elimination System (AZPDES) Permit		X	
Arizona Department of Transportation Permit		X	
U.S. Army Corps of Engineers 404 Permit		X	
Maricopa County Flood Control District (MCFCDD) Right-of-Way		X	
<b>INSURANCE</b>			
Standard Insurance in Accordance with Job Order Contract	X		
Builders Risk Insurance		X	
Pollution Insurance		X	
Professional Liability Insurance		X	
Railroad Protective Insurance		X	
<b>CONTRACT MATTERS</b>			
Buy America (federally funded projects)		X	
Davis Bacon Wages (federally funded projects)		X	
Arizona Transaction Privilege Tax	X		
Public Information		X	
<b>SITE MANAGEMENT</b>			
Mobilization / Demobilization (Identify Quantity)		X	
Storm Water Pollution Prevention Plan (SWPPP)		X	
Construction Water		X	
Dust Control		X	
Odor Control		X	
Noise Control		X	
Field Office - Filanc / Engineer / Owner		X	
Site Security		X	
Temporary Fence		X	
Offsite Yard / Storage		X	

**ATTACHMENT C**  
**Inclusions / Exclusions**

[illegible]

**ATTACHMENT C**  
**Inclusions / Exclusions**

Water Bacteria Testing		x	
Restoration	x		
Material Disposal	x		
Compaction / Density Testing		x	
Concrete Testing		x	
Asphalt Testing		x	
Other Material Testing		x	
<b>TRAFFIC CONTROL</b>			
Traffic Control		x	
Variable Message Board(s)		x	
Off Duty Police Officer		x	
Traffic Restrictions		x	
Pedestrian Access on Trail or Sidewalk		x	
<b>CLOSEOUT</b>			
Record Drawings - Filanc	x		
Record Drawings - Engineer Stamped	x		If Required
Operation & Maintenance Manuals		x	
Spare Parts		x	
Operator Training		x	
Obtain Maricopa County Approval of Construction		x	

**BOOSTER STATION #21 RESERVOIR REHABILITATION**

**ADDEDUM ONE (1)**

**August 28, 2019**

1. Bid date change:
  - a. Bids are due **Thursday September 12, 2019 at 4:00PM**
  - b. Email bids to [deast@filanc.com](mailto:deast@filanc.com)
2. Drawings are attached.
  - a. Plan Sheet M-7 will be distributed with Addendum Two (2)
3. Email your questions to Dan East [deast@filanc.com](mailto:deast@filanc.com).
  - a. All questions are due by Friday August 30, 2019 at 10:00AM
4. NACE Inspection will be provided through J.R. Filanc.
5. 24" Dia. Vents will be added to the Schedule of Values
6. Item 6c within the scope of work:
  - a. Provide 8 each
7. Updated agenda and Scope of work attached.
8. Receipt of Addenda shall be acknowledged with your bid.

9299 w. Olive Ave, Suite 110 Peoria, AZ. 85345 Ph. 602-544-3600 Fx. 602-544-3606

**BOOSTER STATION #21 RESERVOIR REHABILITATION**

**ADDEDUM Two (2)**

**September 6, 2019**

1. Bid date remains the same:
  - a. Bids are due **Thursday September 12, 2019 at 4:00PM**
  - b. Email bids to [deast@filanc.com](mailto:deast@filanc.com)
2. Drawings are attached.
  - a. Brown Tank & Steel Drawings attached for Reference
3. Revised Schedule of Values Attached.
4. Answers and Clarifications to questions received.
5. Receipt of Addenda shall be acknowledged with your bid.

**ANSWERS and CLARIFICATIONS**

1. Please clarify the intent for alternate at the Booster Pump Sttn rehab header pipe. Are they looking to rehab the lining, the exterior, or both exterior and lining?
  - a. Please provide Exterior Coatings only.
2. Who is the structural engineer that will provide the inspection report?
  - a. Yet to be determined.
3. What type of rehabilitation work needs to be done to the Tank outlet structure?
  - a. Remove and rehabilitate the anti-vortex structure.
  - b. Blast and recoat the interior of the pipe to two (2) feet below the floor
  - c. Plug the outlet pipe to prevent blast materials entering the pipe.
4. What type of rehabilitation work needs to be done to the Overflow Structure?
  - a. Blast and recoat the exterior and interior of the pipe to Tank Edge.
5. What type of rehabilitation work needs to be done to the Ladder?
  - a. Remove and replace the top Five (5) feet of the interior ladder and recoat.
6. Are we replacing the probes only or are we replacing the probeholder and probes?
  - a. Replace the Warrick probe box and probes.
7. What type of rehabilitation work needs to be done to the Vent?
  - a. Coatings only.
8. Are we to assume that the interior cathodic protection equipment (anodes, header cable or synthetic rope) is in good working order? According to the scope all that is being asked is to replace the rectifier.
  - a. Replace the rectifier and anodes.
9. What modifications need to be done to the top railing?
  - a. Add Two (2) ea. 6-foot length of railings perpendicular on each end.
  - b. See attached drawing

10. Will submittals and submittal drawings be required? If so, will those drawings need to be sealed by a P.E. registered in the State of Arizona?

a. Yes

11. Added bid item.

a. Inlet Structure.

i. Blast and Coat exterior pipe

ii. Blast and Coat interior of pipe minimum of 1 foot.

b. Drainpipe

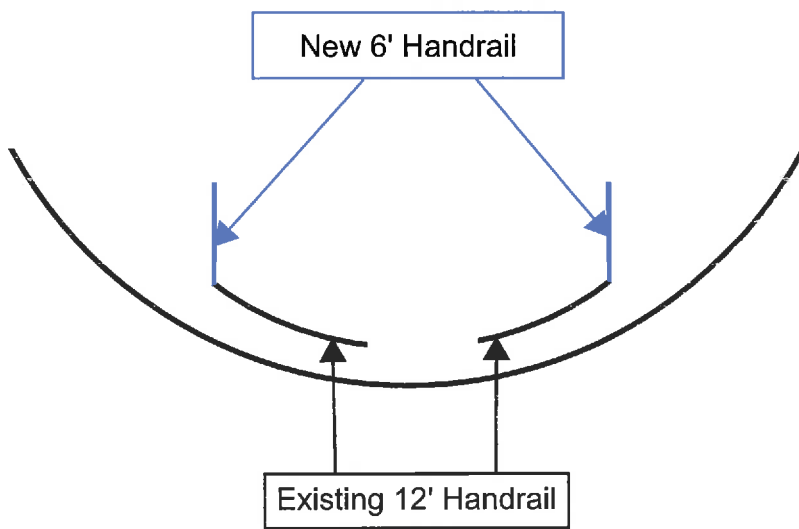
i. Blast and Coat Exterior of pipe.

## BOOSTER STATION #21 RESERVOIR REHABILITATION

	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1	Clean Interior Tank	1.00	LS		
2	Internal Tank Coating Rehab	1.00	LS		
3	New Gaskets / Bolts for Manways	1.00	LS		
4	Repair and or replace damaged steel to floor and internal structure (extent of repairs to be determined by Structural Engineer's inspection report)				
a	Spot repairs on the shell or floor ((aka puddle weld) corrosion pits too small for a plate patch but too big to fill with coating): Provide a unit price and include an allowance for up to 100 ea.	100.00	EA		
b	Shell repairs with rolled plates that range between 1'x1' and 3'x3': Include a per square foot price and an allowance for up to 225 square feet.	225.00	SF		
c	Floor repairs with flat plates that range between 1'x1' and 3'x3': Include a per square foot price and an allowance for up to 600 square feet.	600.00	SF		
d	Weld seam repairs on the shell or floor" Include a per linear foot cost and an allowance for up to 100 feet.	100.00	LF		
e	Rafter Replacement and allowance for 1 ea	1.00	EA		
5	Tank Outlet Structure Rehab	1.00	LS		
6	Tank Overflow Structure Rehab	1.00	LS		
7	Tank Interior Ladder Rehab	1.00	LS		
8	Inlet Structure Rehab	1.00	LS		
9	Drain Pipe Rehab	1.00	LS		
10	Replace manual tank level indicator and float with cable guides	1.00	LS		
11	Replace Warrick probe box and Probes	1.00	LS		
12	Tank Disinfection upon completion of tank interior rehabilitation	1.00	LS		
13	Handrail modifications	1.00	LS		
14	Provide hook-up points and Red Stripe to meet OSHA Safety Standards	8.00	EA		
15	Recoat Interior of Hydro Pneumatic Tank	1.00	LS		
16	Recoat Exterior of Hydro Pneumatic Tank	1.00	LS		
<b>TOTAL ITEMS 1-16</b>					

**BOOSTER STATION #21 RESERVOIR REHABILITATION**

DESCRIPTION		QTY	UNIT	UNIT PRICE	TOTAL PRICE
ALTERNATE BID ITEMS					
1	Tank Exterior Coating Rehab	1.00	LS		
2	Rehab Coatings at Booster Pump Station Header Pipe	1.00	LS		
3	Provide and install 8" dia. Dome Style Vents	3.00	EA		

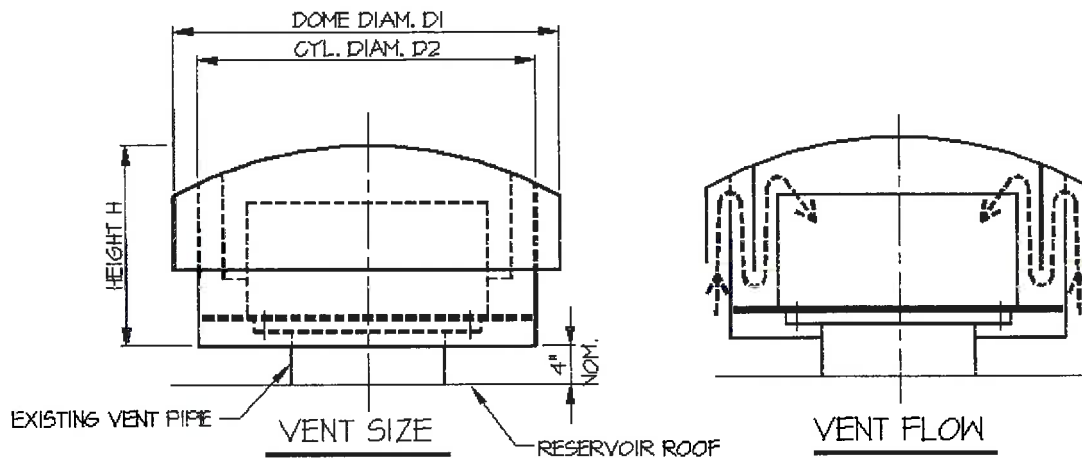


# OMEGA

## HIGH SECURITY VENT™

PROTECTIVE, ALL-STEEL CONSTRUCTION, EASY TO INSTALL

US PATENT No. 6805627



VENT SCHEMATIC

### DIMENSIONS, WEIGHTS, AND AIR FLOW

Size	Existing Vent Pipe Diameter (inch)	D1 Dome (inch)	D2 Outer Cylinder (inch)	H Height (inch)	Total Weight Two Pieces (lbs)	Weight of Heaviest Piece (lbs)	Air Flow* (cfs gpm)
Small	6 to 8	19	17	18	58	46	12.4 5,570
Medium	10 to 16	34	30	22	156	110	33.6 15,100
Large	18 to 24	50	43	26	372	242	61.5 27,600
X-Large	30 to 36	74	64	32	733	493	143 64,200

\* Air flow into vent at interior static pressure of 1.4 inches of water. Pressure/flow curves available.

# OMEGA

---

## HIGH SECURITY VENT™

### SPECIFICATIONS

- ▣ Constructed of heavy-gauge carbon or 304 stainless steel
- ▣ Custom powder-coated paint, unless otherwise specified.
- ▣ Removable stainless-steel screens, 16X16 mesh unless otherwise specified.
- ▣ Clog-resistant air intake (frost, debris) available upon request.
- ▣ Easy installation. Simple bolted connection. No welding.
- ▣ Base plate attaches to either straight pipe or pipe flange as specified for ASME/ANSI B16.1 Class 125 Steel Pipe. For installation to flanged vent pipe, vent pipe must extend at least 4 inches above ground surface or top of tank. For installation to unflanged vent pipe, vent pipe must extend at least 8 inches above ground surface or top of tank.
- ▣ Each unit includes necessary bolts. Required padlock not included.
- ▣ Concept and design are protected by US Patent No. 6805627 with U.S. Patent Office.

# PROTECT YOUR COMMUNITY'S WATER SYSTEM

with the



Interior baffling design and  
anti-tampering features not shown

US Patent No. 6805627

Safeguarding community water supplies from acts of vandalism, sabotage or terrorism is critical in today's security environment.

Recent EPA-mandated Vulnerability Assessments have identified water tank air vents as one of the most critical high consequence access points to many communities' drinking water system. Unfortunately, existing traditional vent screens provide little or no vent security.

Offered exclusively by ARC<sup>3</sup> Corporation, the patent-pending OMEGA High Security Vent™ prevents intruders from contaminating potable water storage tanks through new or existing air vents or ducts.

Designed for fast installation, the shroud does not compromise functionality in any way.

The OMEGA High Security Vent™ features the following design specifications:

- Constructed of heavy-gauge steel, stainless steel or composite material
- Incursion-proof interior baffling system prevents intentional introduction of chemical or biological agents
- Designed for severe weather and wind conditions
- Fits all size air vents
- Easily installed in less than an hour with ordinary hand tools
- Financing available

Several custom designed tamper-resistant models of the OMEGA High Security Vent™ are available. Call for complete technical specifications and availability.

Call an ARC<sup>3</sup> representative today for complete information regarding  
integrated infrastructure security products and services.

**1-800-594-8160**

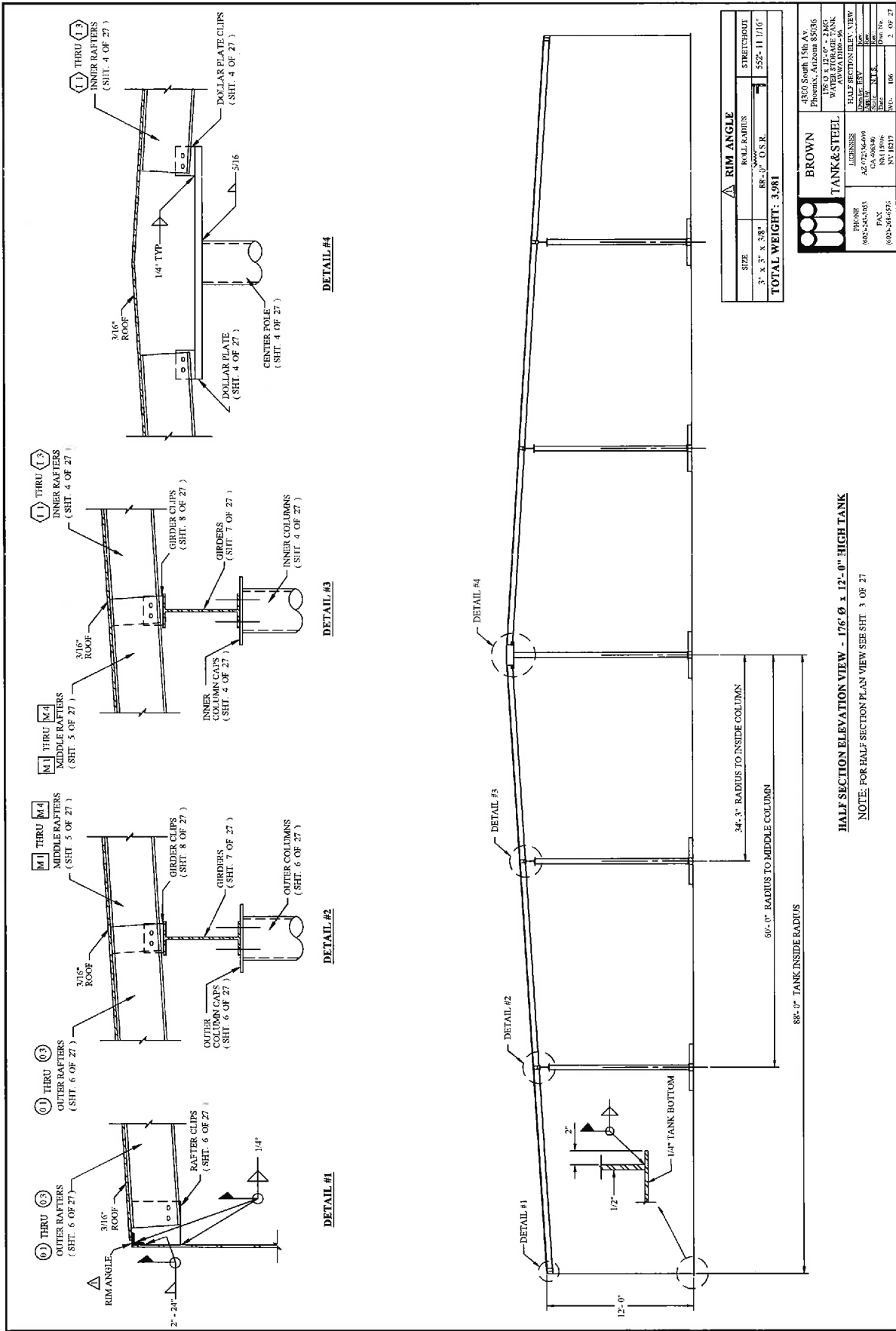
[www.arcthree.com](http://www.arcthree.com)

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**ARC<sup>3</sup>**

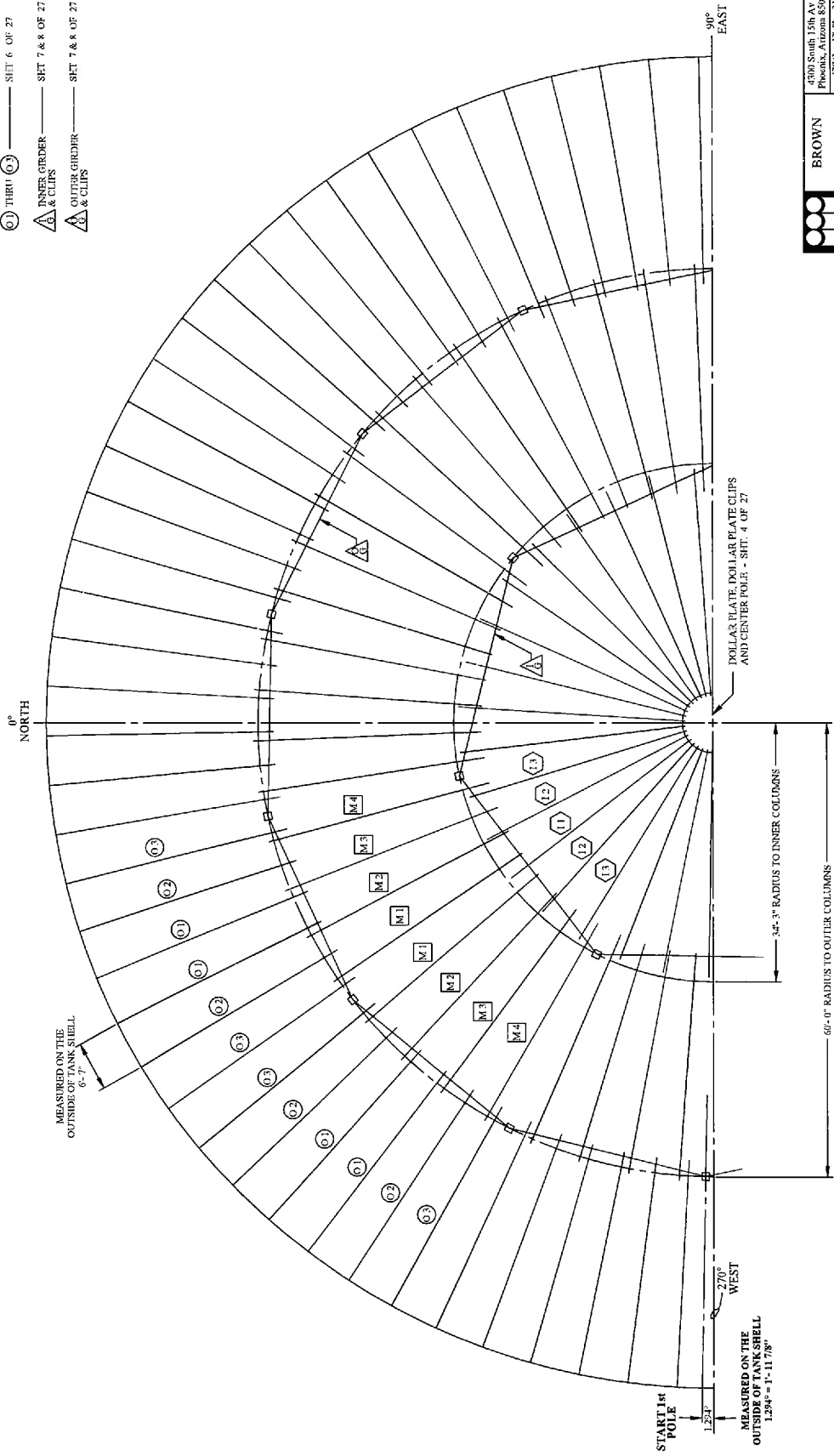




HALF SECTION ELEVATION VIEW - 176' 0" x 12'-0" HIGH TANK

NOTE: FOR HALF SECTION PLAN VIEW SEE SHT. 3 OF 27

- (1) THRU (13) — SHT 4 OF 27
- (M1) THRU (M4) — SHT 5 OF 27
- (O1) THRU (O3) — SHT 6 OF 27
- △ INNER ORDER — SHT 7 & 8 OF 27
- △ OUTER ORDER — SHT 7 & 8 OF 27

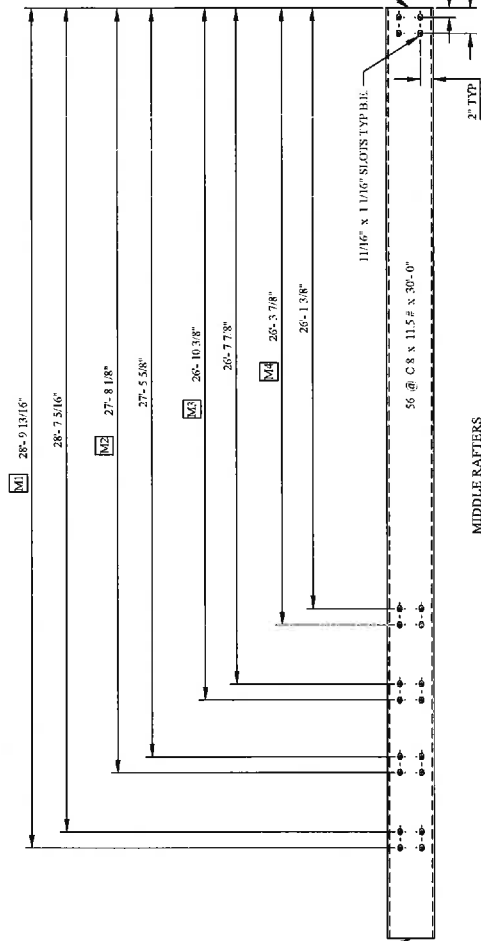
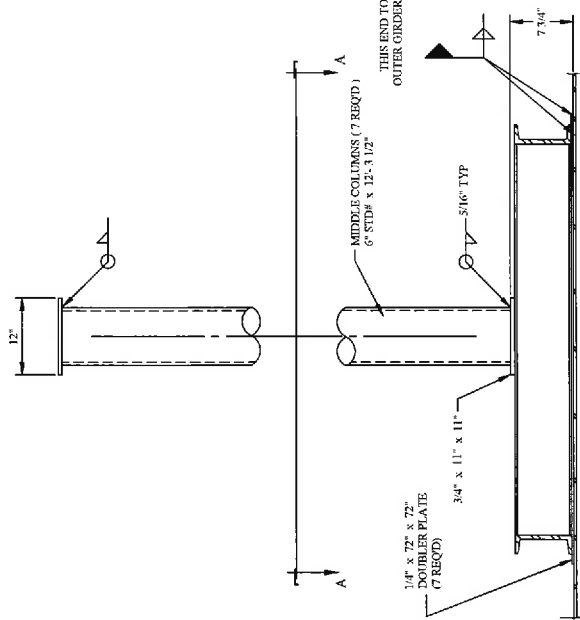
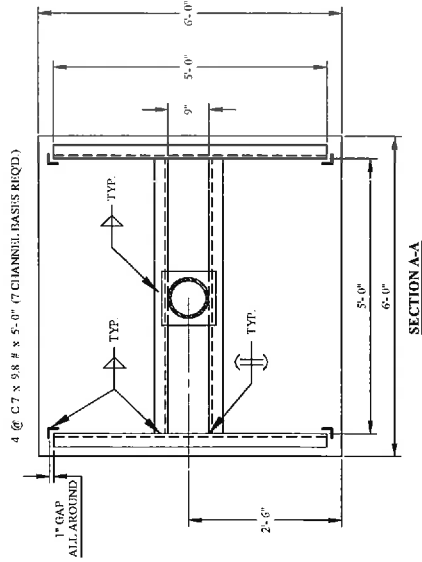
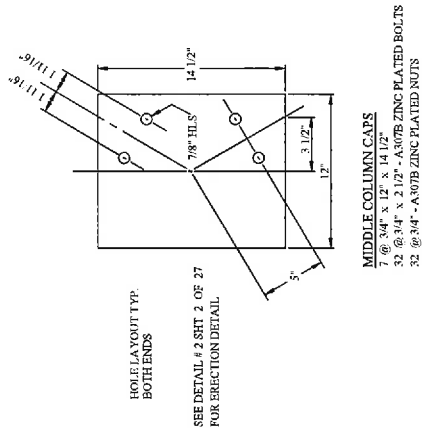


<b>BROWN</b>		4300 South 15th Av Phoenix, Arizona 85066
<b>TANK &amp; STEEL</b>		1500 W. Camelback Rd. Phoenix, Arizona 85015 W. 101.8704, S. 107.7181 ARWA1100-46
<b>PHONE</b>	AZ 727866-99	
	AZ 727866-99	
<b>FAX</b>	NM 1886	
	NM 1886	
<b>EMAIL</b>		NT 18217
<b>WWW</b>		106
<b>DATE</b>		3 OF 27

**HALF SECTION PLAN VIEW**

NOTE:  
FOR HALF SECTION ELEVATION SEE SHT 2 OF 27

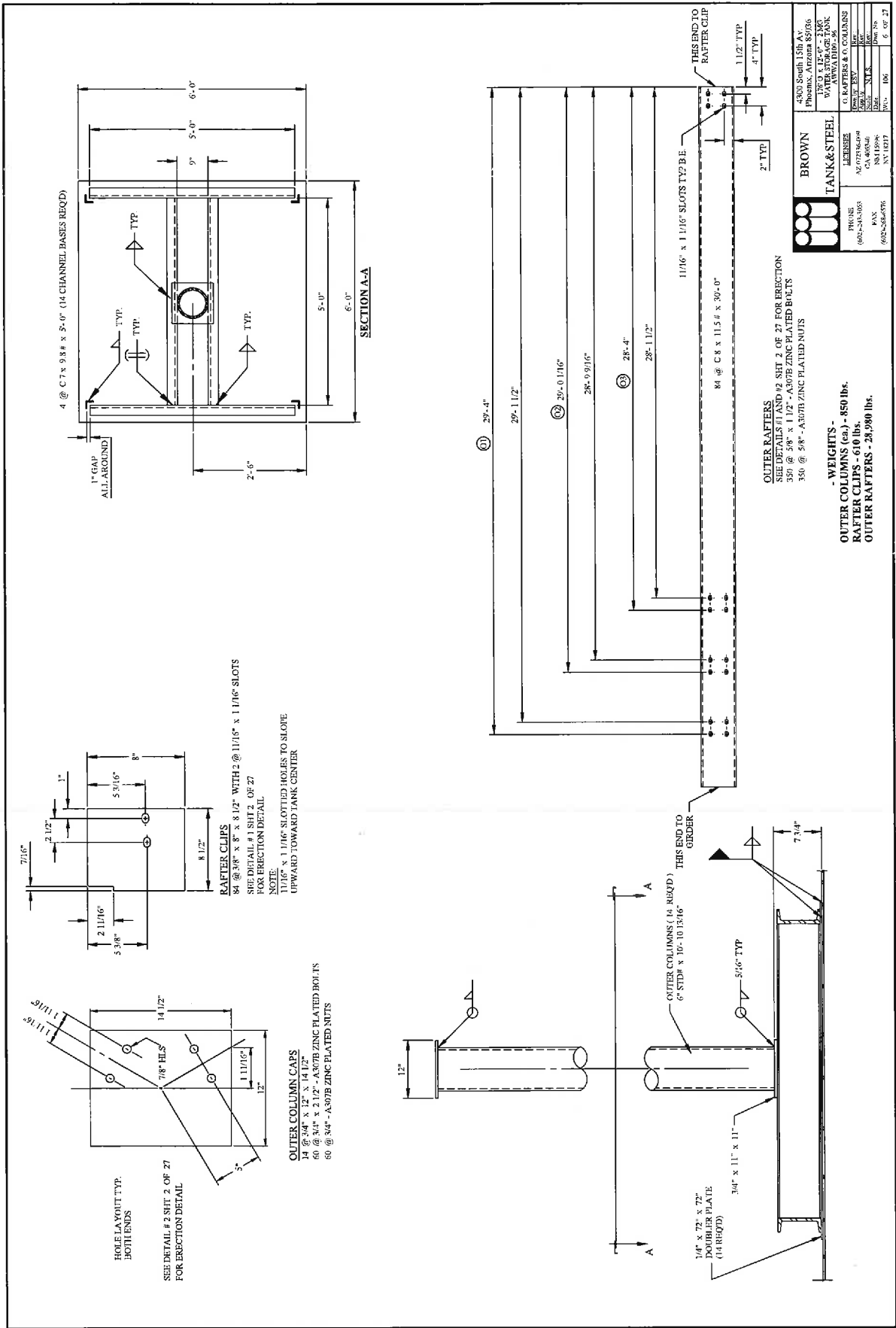


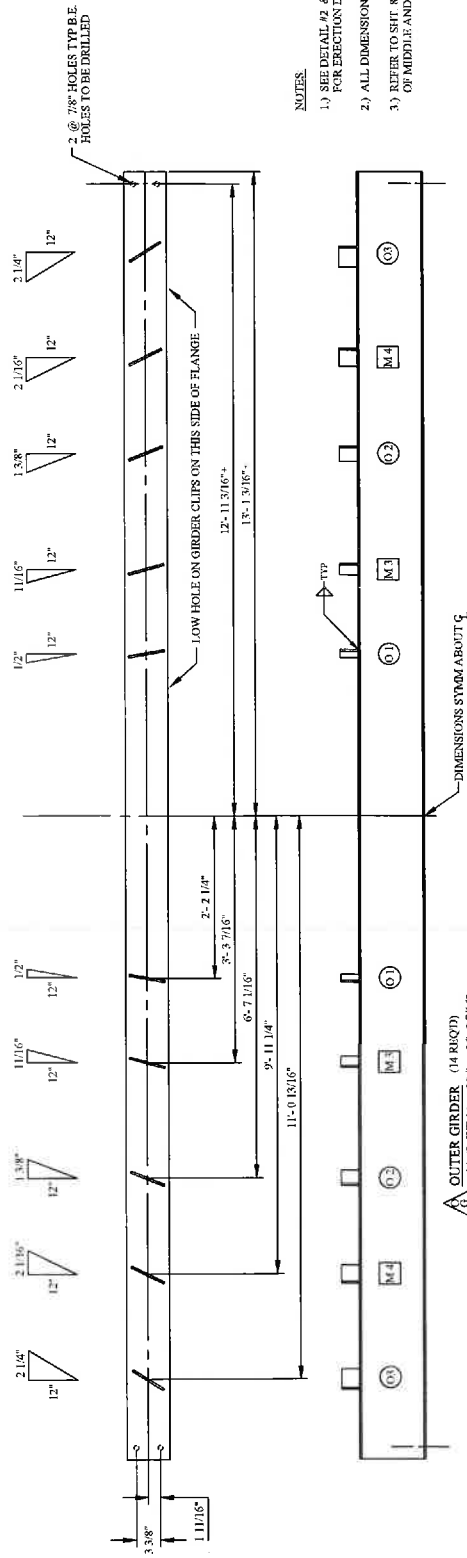
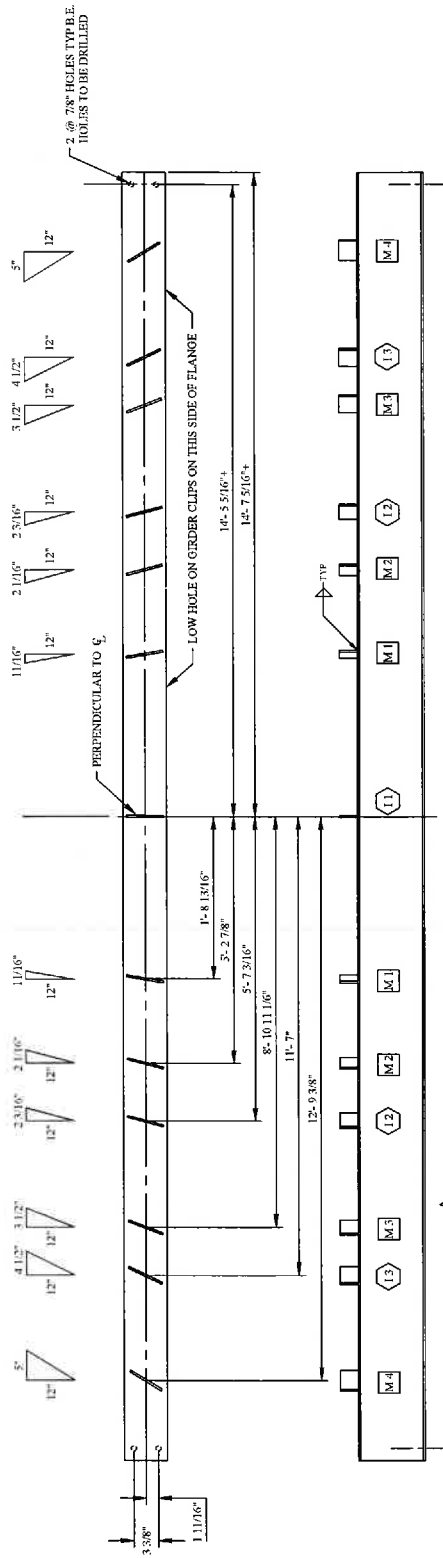


**MIDDLE RAFTERS**  
 SEE DETAILS #2 AND #3 SHT 2 OF 27 FOR ERECTION  
 230 @ 5/8" x 1 1/2" - A307B ZINC PLATED BOLTS  
 230 @ 5/8" - A307B ZINC PLATED NUTS

**WEIGHTS -**  
**MIDDLE COLUMNS (6) - 880 lbs.**  
**MIDDLE RAFTERS - 13,320 lbs.**

	<b>BROWN</b> <b>TANK &amp; STEEL</b>	4300 South 15th Ave Phoenix, Arizona 85006 (602) 243-3003	
		4300 South 15th Ave Phoenix, Arizona 85006 (602) 243-3003	
LICENSE AZ 7723542009 (602) 243-3003 FAX (602) 243-3003	A.L. BROWN & SONS 1111 N. 10th St. Phoenix, AZ 85006 (602) 243-3003 FAX (602) 243-3003	4300 South 15th Ave Phoenix, Arizona 85006 (602) 243-3003	
		4300 South 15th Ave Phoenix, Arizona 85006 (602) 243-3003	





# NOTES

- 1.) SEE DETAIL #2 & #3 SHT. 2 OF 27 FOR ERECTION DETAIL
- 2.) ALL DIMENSIONS SYMM ABOUT  $\phi$
- 3.) REFER TO SHT 8 OF 27 FOR DETAILS OF MIDDLE AND OUTER GIRDER CLIPS



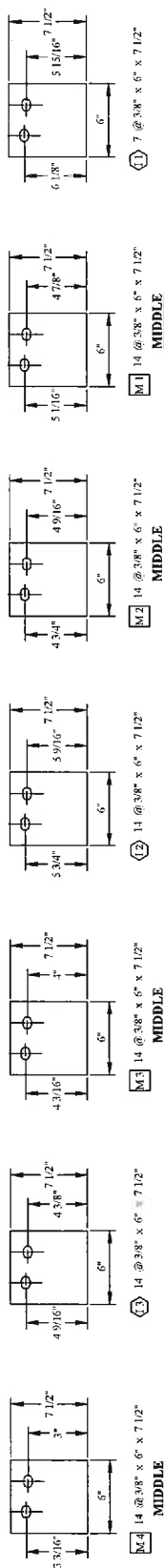
**BROWN**  
**TANK & STEEL**

4800 South 15th Ave  
Phoenix, Arizona 85036  
Phone: (602) 244-5353  
Fax: (602) 244-5353  
E-Mail: info@brownsteel.com  
Web: www.brownsteel.com

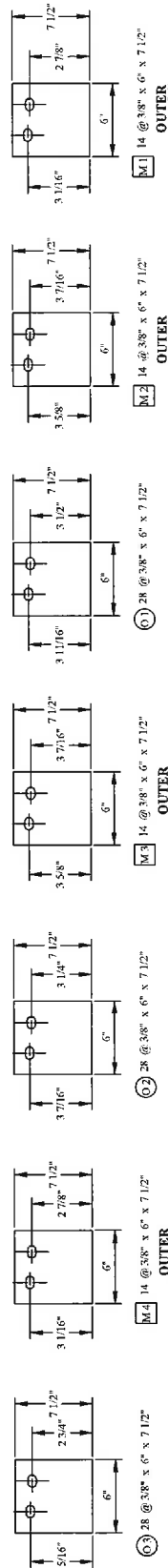
PHONE  
(602) 244-5353  
FAX  
(602) 244-5353  
E-MAIL  
info@brownsteel.com  
WEB  
www.brownsteel.com

4800 South 15th Ave  
Phoenix, Arizona 85036  
Phone: (602) 244-5353  
Fax: (602) 244-5353  
E-Mail: info@brownsteel.com  
Web: www.brownsteel.com

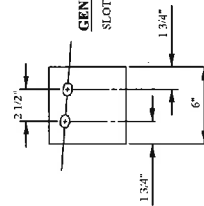
PHONE  
(602) 244-5353  
FAX  
(602) 244-5353  
E-MAIL  
info@brownsteel.com  
WEB  
www.brownsteel.com



#### MIDDLE GIRDER CLIPS



#### OUTER GIRDER CLIPS



#### WEIGHTS - GIRDERS (each)


<b>BROWN</b>		4300 South 15th Ave. Phoenix, Arizona 85006
<b>TANK &amp; STEEL</b>		WILSON TANK & STEEL WILSON TANK & STEEL WILSON TANK & STEEL
<b>PHONE</b>		(602) 285-3833
<b>FAX</b>		(602) 285-6475
<b>EMAIL</b>		WILSON@TANK-STEEL.COM
<b>WEBSITE</b>		WWW.WILSON-TANK-STEEL.COM
<b>STATE</b>		ARIZONA
<b>CITY</b>		PHOENIX
<b>ZIP</b>		85006
<b>DATE</b>		8-05-27





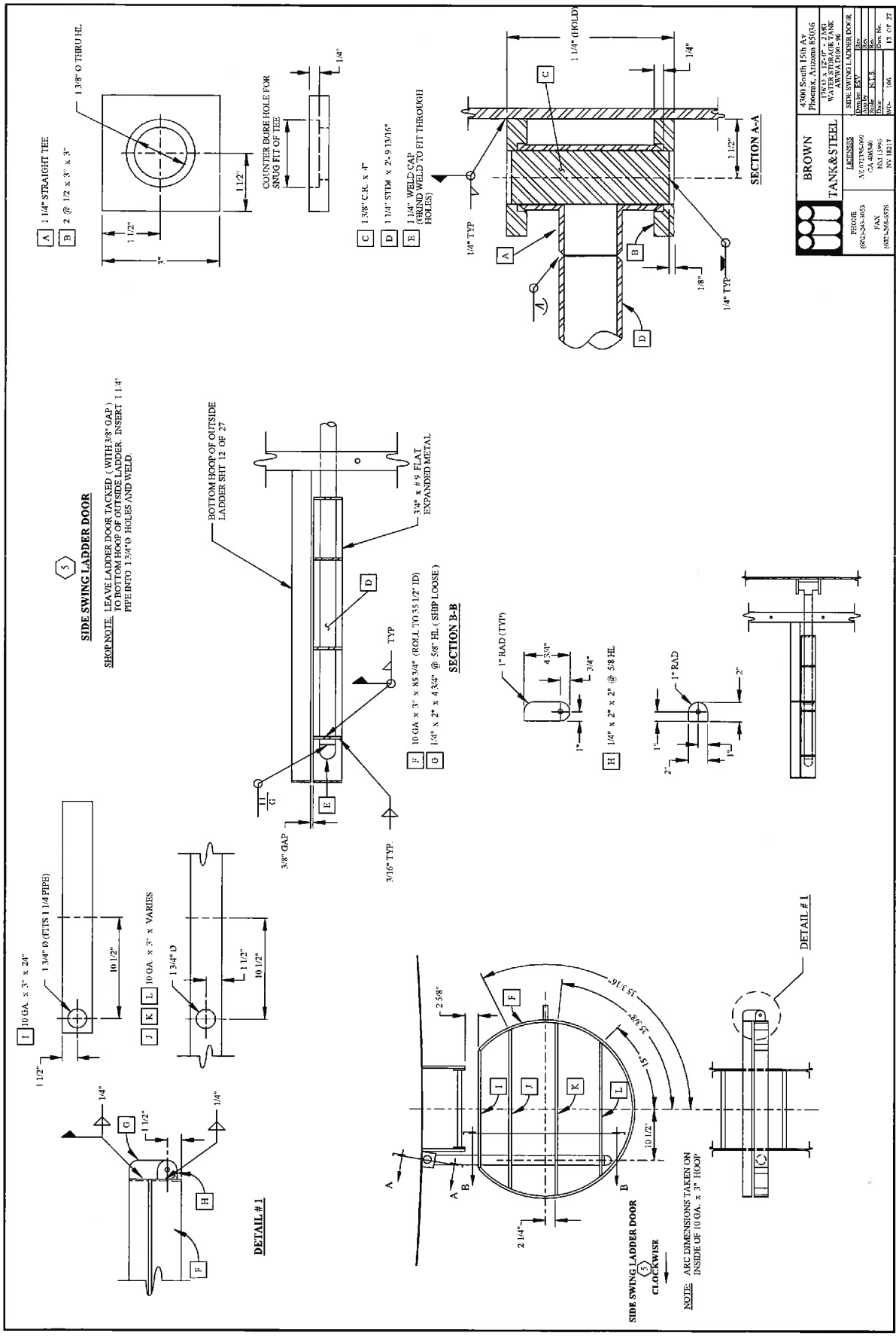
①



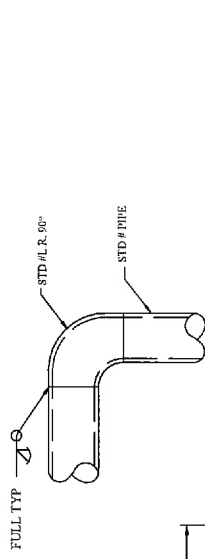
	<b>BROWN TANK &amp; STEEL</b>	<b>LEASERS</b> NA 071364049 CA 400434 NY 4115965 NY 18217	<b>PHONE</b> (602)-361-3033 <b>FAX</b> (602)-294-6376	<b>4300 South 15th Av</b> <b>Phoenix Arizona 85136</b> (602) 361-3033 <b>WATER WINDAIR TANK</b> <b>AWNA D100-96</b>	<b>OMEGA ROCK VINYL</b> Don't let RV Age NTS Date No. 106 10 C# 27
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[illegible]

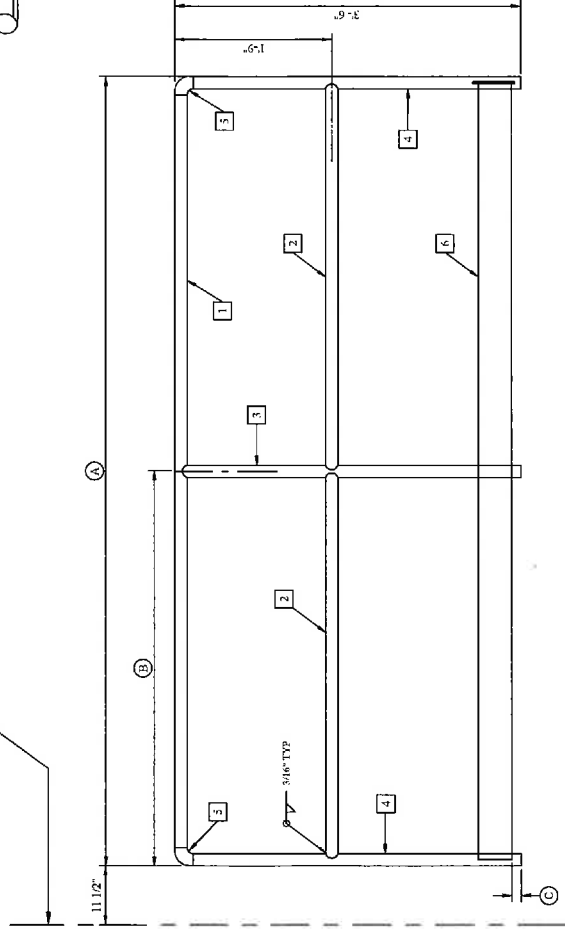


	BROWN		4300 South 15th Av Phoenix, Arizona 85066
	TANK & STEEL		WATER STORAGE TANK CONSTRUCTION AVIATION - 96
PHONE (602)-241-3053 FAX (602)-241-3053	LICENSE		STATE SWING LADDER DOOR
	AZ 073766669		ISSUED EXPIRATION DATE
REV. 106		REV. 106	REV. 106



FULL TYP

OUTSIDE LADDER CENTER LINE  
WING RAILS TYP. ABOUT CENTER LINE



6

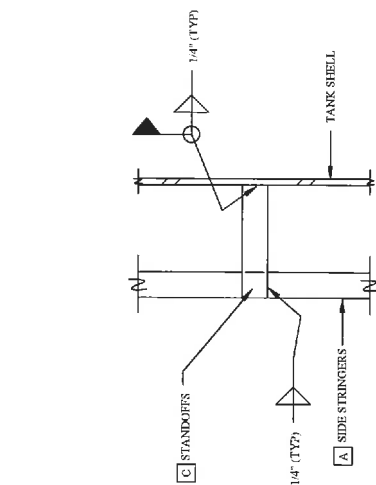
12' WING RAILS ( 2 REQ'D )

- 1 2 @ 1 1/2" STD # x 11'-5 5/8" (ROLL TO 175'-4 5/8" I.D.)
- 2 2 @ 1 1/2" STD # x 5'-10" (ROLL TO 175'-4 5/8" I.D.)
- 3 2 @ 1 1/2" STD # x 3'-4 1/2"
- 4 4 @ 1 1/2" STD # x 38 13/16"
- 5 4 @ 1 1/2" STD # LR 90
- 6 2 @ 1/4" x 4" x 11'-10" (ROLL TO 175'-8 5/8" I.D.)

- A 12'-0"
- B 5'-10"
- C 2'

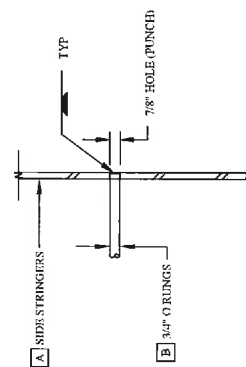
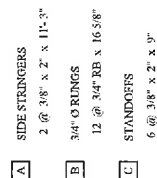
NOTE: THE GUSSETS DETAILED ABOVE  
ARE NOT TO BE LOCATED ON THE  
VERTICAL POST OPPOSITE THE  
OUTSIDE LADDER

		<b>BROWN</b>		<b>TANK &amp; STEEL</b>	
4300 South 15th Av Phoenix, Arizona 85046		175' WING RAIL WATER STORAGE TANK REV. 11/01-96		12' WING RAIL	
PHONE (602)-254-3493		LEWIS		REV. 11/01-96	
FAX (602)-254-3496		REV. 11/01-96		REV. 11/01-96	
VOL. 106		REV. 11/01-96		REV. 11/01-96	
14 OF 27		14 OF 27		14 OF 27	



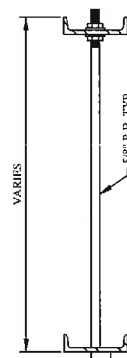
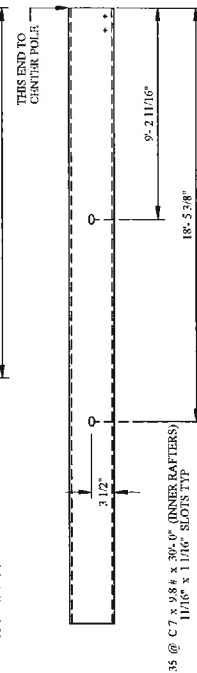
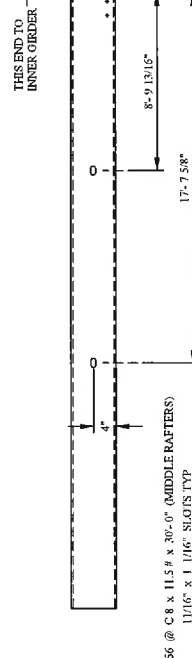
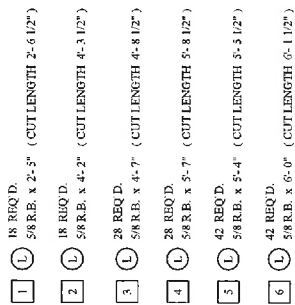
7

## 12' INSIDE LADDER



**DETAIL #1**

<b>BROWN</b>	<b>TANK &amp; STEEL</b>	4300 South 15th Av. Phoenix, Arizona 85036  176x6 x 12'-0" = 2 KG WATER STORAGE TANK APWA D1161 - 96
<b>LENDERS</b>	<b>PHONE</b>	<b>17 INSIDE LAUNDER</b>
AZ 07236609	(602) 243-1033	See
Cd 483440		Low
NB 13946	FAX	Unit by
	(602) 243-6776	Unit by
		Date
		Print Yes
		No Print Yes



**SECTION A-A**  
2 @ 5/8 ZINC PLATED FLAT WASHERS  
2 @ 5/8 A307B ZINC PLATED NUTS  
(PER ROD)

TOTAL FLAT ZINC PLATED WASHERS ----	370
TOTAL 5/8" A307B ZINC PLATED NUTS ----	370

8  
SWAY RODS

[illegible]



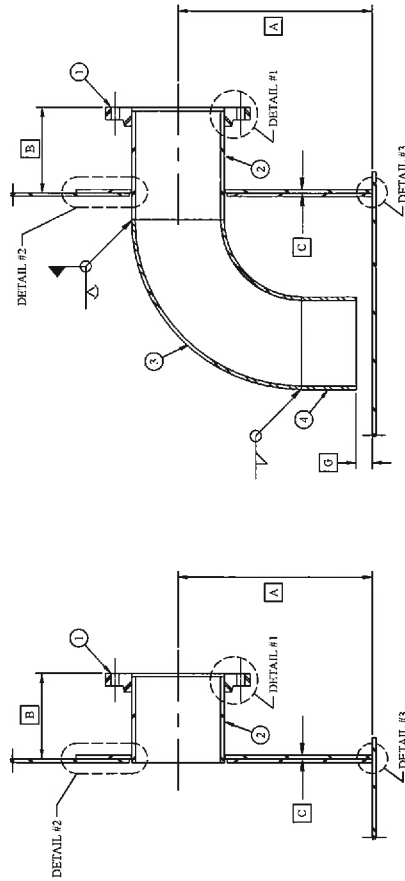
RIFPAD DETAIL  
ROLL TO 176' Ø

**DETAIL #3**  
BEVEL BACK SIDE OF REPAD  
FOR BOTTOM TO SHELL  
WELD RELIEF

REPAD


TANK SHELL

TANK BOTTOM



- |    |           |   |               |    |               |    |                  |
|----|-----------|---|---------------|----|---------------|----|------------------|
| 10 | 24" INLET | A | 3'-0"         | 1  | 8" STD# x 12" | 1  | 8" 150# R.F.S.O. |
|    |           |   |               |    |               |    |                  |
| 11 | 24" INLET | B | 12"           | 2  | 8" STD# x 12" | 2  | 8" 150# R.F.S.O. |
|    |           |   |               |    |               |    |                  |
| 12 | 8" DRAIN  | C | 12"           | 3  | 8" STD# x 12" | 3  | 8" 150# R.F.S.O. |
|    |           |   |               |    |               |    |                  |
| 13 | 24" INLET | D | 50"           | 4  | 8" STD# x 14" | 4  | 8" 150# R.F.S.O. |
|    |           |   |               |    |               |    |                  |
| 14 | 24" INLET | E | 24' 3 1/16" O | 5  | 8" STD# x 14" | 5  | 8" 150# R.F.S.O. |
|    |           |   |               |    |               |    |                  |
| 15 | 24" INLET | F | 25' RADIUS    | 6  | 8" STD# x 14" | 6  | 8" 150# R.F.S.O. |
|    |           |   |               |    |               |    |                  |
| 16 | 24" INLET | G | 25' RADIUS    | 7  | 8" STD# x 14" | 7  | 8" 150# R.F.S.O. |
|    |           |   |               |    |               |    |                  |
| 17 | 24" INLET | H | 25' RADIUS    | 8  | 8" STD# x 14" | 8  | 8" 150# R.F.S.O. |
|    |           |   |               |    |               |    |                  |
| 18 | 24" INLET | I | 25' RADIUS    | 9  | 8" STD# x 14" | 9  | 8" 150# R.F.S.O. |
|    |           |   |               |    |               |    |                  |
| 19 | 24" INLET | J | 25' RADIUS    | 10 | 8" STD# x 14" | 10 | 8" 150# R.F.S.O. |
|    |           |   |               |    |               |    |                  |
| 20 | 24" INLET | K | 25' RADIUS    | 11 | 8" STD# x 14" | 11 | 8" 150# R.F.S.O. |
|    |           |   |               |    |               |    |                  |
| 21 | 24" INLET | L | 25' RADIUS    | 12 | 8" STD# x 14" | 12 | 8" 150# R.F.S.O. |
|    |           |   |               |    |               |    |                  |
| 22 | 24" INLET | M | 25' RADIUS    | 13 | 8" STD# x 14" | 13 | 8" 150# R.F.S.O. |
|    |           |   |               |    |               |    |                  |
| 23 | 24" INLET | N | 25' RADIUS    | 14 | 8" STD# x 14" | 14 | 8" 150# R.F.S.O. |
|    |           |   |               |    |               |    |                  |
| 24 | 24" INLET | O | 25' RADIUS    | 15 | 8" STD# x 14" | 15 | 8" 150# R.F.S.O. |
|    |           |   |               |    |               |    |                  |
| 25 | 24" INLET | P | 25' RADIUS    | 16 | 8" STD# x 14" | 16 | 8" 150# R.F.S.O. |
|    |           |   |               |    |               |    |                  |
| 26 | 24" INLET | Q | 25' RADIUS    | 17 | 8" STD# x 14" | 17 | 8" 150# R.F.S.O. |
|    |           |   |               |    |               |    |                  |
| 27 | 24" INLET | R | 25' RADIUS    | 18 | 8" STD# x 14" | 18 | 8" 150# R.F.S.O. |
|    |           |   |               |    |               |    |                  |
| 28 | 24" INLET | S | 25' RADIUS    | 19 |               |    |                  |

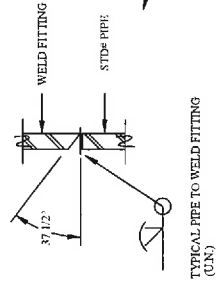
- NOTES:  
1) BOLT HOLES TO STRADDLE C.

	<b>BROWN TANK &amp; STEEL</b>	<b>ADDRESS</b> 4100 South 15th Av. Phoenix, Arizona 85016	
		<b>LOW PRICE PLDT. NOZZLE</b> 176 O. 12-0" - 2 MG WATER/STEAM/ANK. WATER/STEAM/ANK.	
<b>PHONE</b> (602) 241-3253	<b>FAX</b> (602) 248-0576	<b>DESIGN</b> EST. 1966	<b>DATE</b> 1986
		<b>MANUFACT.</b> 1966	<b>DATE</b> 1986
		<b>NO.</b> 181	<b>DATE</b> 1986
		<b>NO.</b> 106	<b>DATE</b> 1986

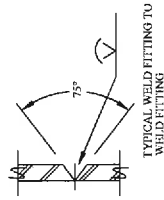
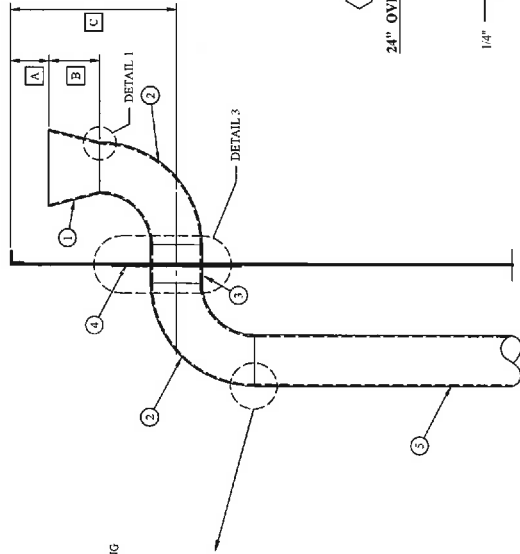


- A** 1'-0"  
**B** 1'-0"  
**C** 5'-0"  
**D** 4'-6"  
**E** 1'-0"  
**F** 4'-0"

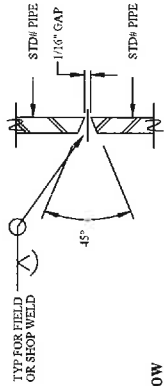
- 1** 48" x 24" CONCENTRIC REDUCER (SEE DETAIL # 5)  
**2** 2 @ 24" STD. # S S R 90°  
**3** 1 @ 24" STD. # x 4'-2 1/4"  
**4** 1 @ 1/2" x 24 3/16" I.D. x 41" O.D. (ROLL TO 176 G)  
**5** 1 @ 24" STD. # x 1'-11"  
**6** 2 @ 1/2" x 6" x 67.38"  
**7** 1 @ 1/2" x 4" x 45 11/16"  
**8** 1 @ 1/2" x 4" x 42 7/16"  
**9** 1 @ #16 SS WIRE MESH AND Banded BY SS HOSE CLAMP



**DETAIL # 4**

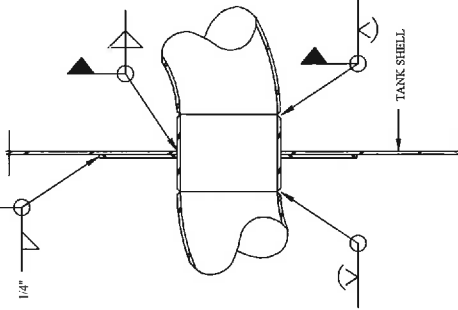


**DETAIL #1**

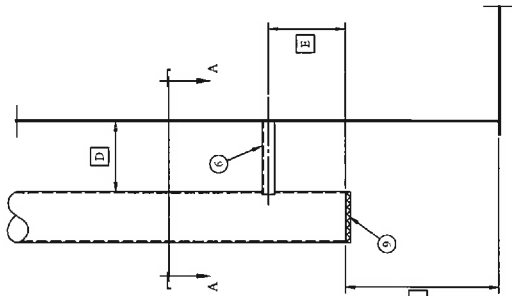


**DETAIL #2**

**24\" OVERFLOW**

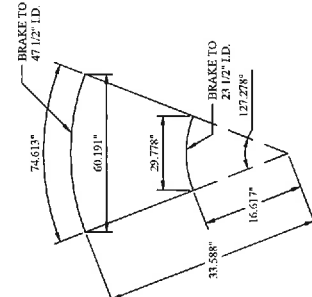
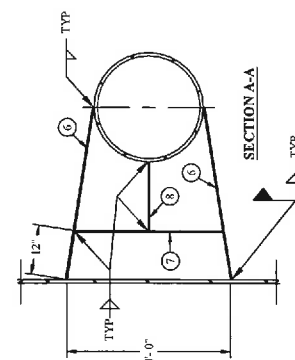




**DETAIL #3**



**DETAIL # 5**

1/4" MTL. (2 SEGMENTS REQ'D)



		<b>BROWN</b> TANK & STEEL		4300 South 15th Av. Phoenix, Arizona 85016 17% OFF 12" or 24G WATER STORAGE TANKS AWWA 1500 - 96	
				24" OVERFLOW	
	PHONE 602-241-1051 602-241-1052 602-241-1053	LICENSE AZ 972536409 GARY A. BROWN P.E.	STATE AZ	EXPIRATION 12/31/2017	REV 106
DATE 01/11/17		BY 106		20 OF 27	




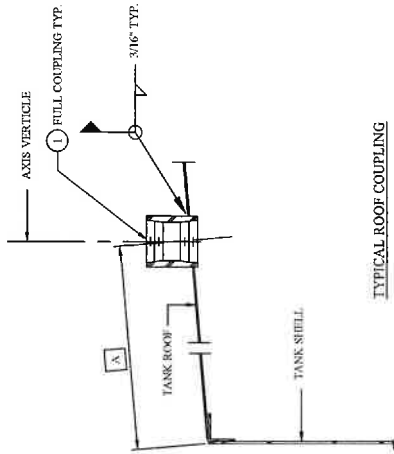
4300 South 15th Av. Phoenix, Arizona 85036	
176" x 12'-0" - 2 MG WATER STORAGE TANK AWWA D100 - 96	
SHELL COUPLING	
Draw by	ESV
App'd	Rev
Scale	N.T.S.
Date	
Drawn No.	
Rev.	106
	21 00 77



- |          |                  |   |                                      |   |
|----------|------------------|---|--------------------------------------|---|
| <b>A</b> | 2" C"            | 1 @ 2" x 3 1/2" I.D. & 9" O.D.<br>8" EQUALLY SPACED 3/4" Ø<br>HOLES ON A 7 1/2" B.C | 1 @ 2" 3000 HALF COUPLING<br>W/ FLUG | 1 @ 1/8" x 4" NEOPRENE GASKET<br>8 @ 5/8" x 3" A307 ZINC PLATED BOLTS<br>8 @ 5/8" A307 ZINC PLATED NUTS |
| <b>B</b> | 8"               | 4" STD# x 8"  |                                      |   |
| <b>1</b> | 4" 150# F.F.S.O. |   |                                      |   |
| <b>2</b> |                  |   |                                      |   |
| <b>3</b> |                  |   |                                      |   |
| <b>4</b> |                  |   |                                      |   |
| <b>5</b> |                  |   |                                      |   |

**NOTE:**  
1) ROOF NOZZLES 6" AND SMALLER DO NOT REQUIRE REPADS  
2) ROOF NOZZLES BOLT HOLES TO STRADDLE THEIR RESPECTIVE  $\frac{1}{4}$ "

	BROWN		4350 South 15th Av. Phoenix, Arizona 85016	
	TANK & STEEL		1 1/2" O x 12'-0" = 2 MG WATER STORAGE TANK AWNING 10' x 25'	
	LIC#28492		ROOF NOZZLE	
	PHONE (602)-344-1051 FAX (602)-368-6576	AZ 712-346-009 CA 406-346 NM 1159-96 NV 18317	Don't RSV Scale Wt.	New 10' x 25' Don't 106



TYPICAL ROOF COUPLING

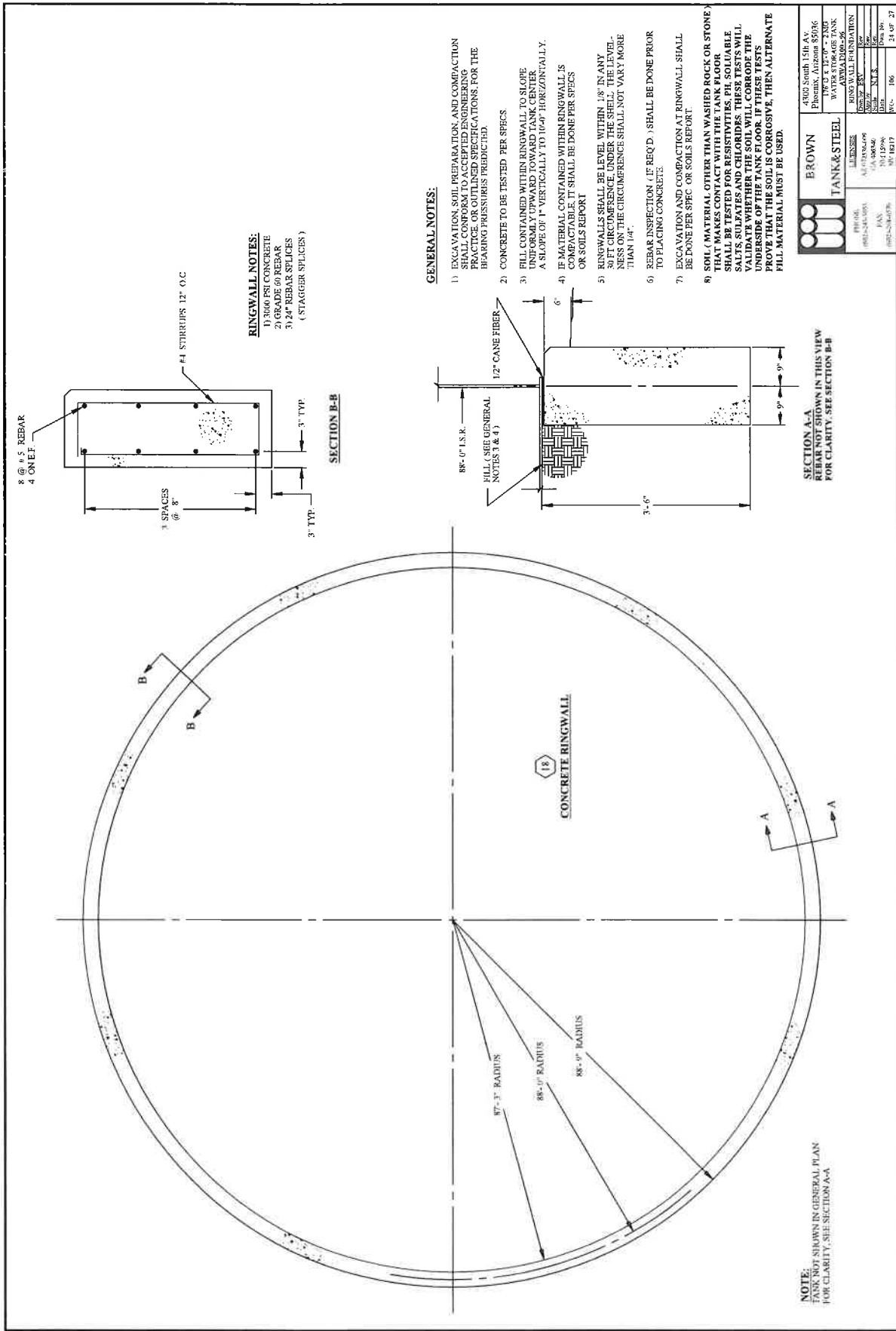
17  
2 1/2" ROOF COUPLING

A 2'-0"

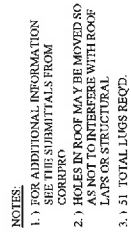
1 2 1/2" STD # FULL COUPLING WITH PLUG

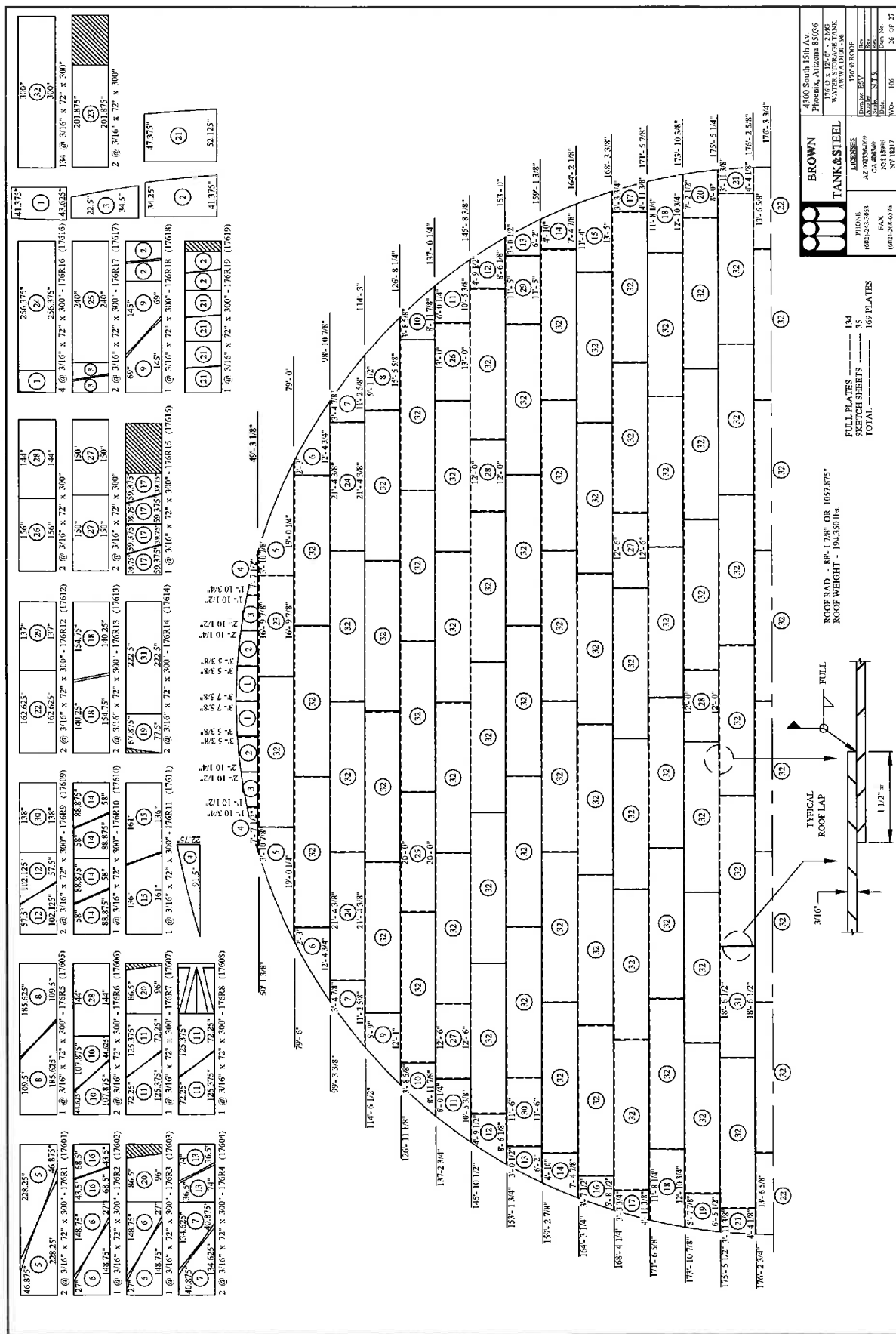
- NOTES:  
1) DETAIL IS TYPICAL FOR CONE  
FLAT OR UMBRELLA ROOFS

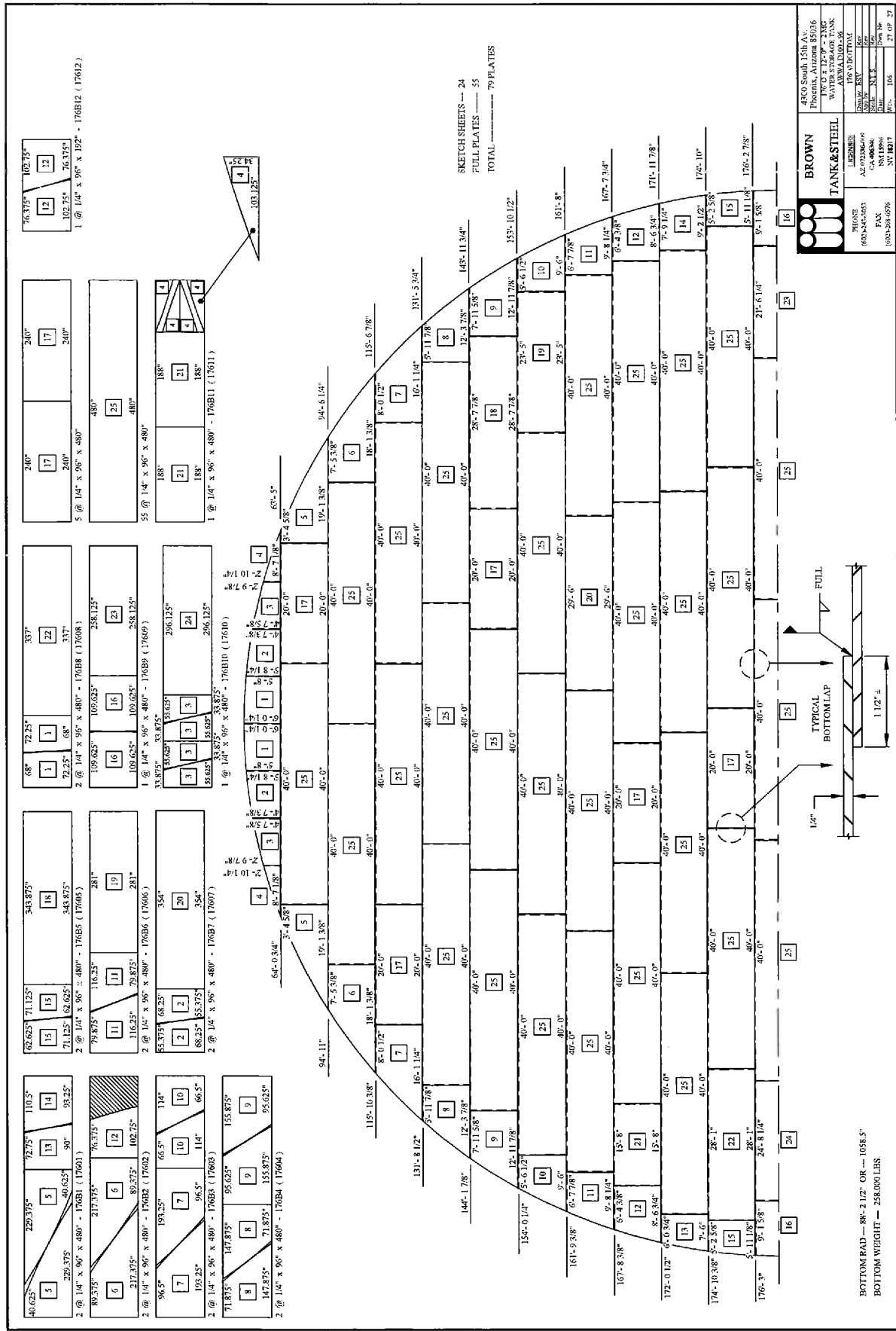
BROWN		4300 South 15th Av. Phoenix, Arizona 85006
TANK & STEEL		WATER STORAGE TANKS WATER STORAGE TANKS WATER STORAGE TANKS
LICENSE		AWWAD100-56
PHONE	602-284-3051	
FAX	602-284-4736	
EMAIL	info@brownsteel.com	
WEBSITE	www.brownsteel.com	
DATE	01/18/06	
BY	NY 10217	
REV.	106	21 OF 27



<b>BROWN</b>		4000 South 13th Ave. PHOENIX, AZ 85004
<b>TANK &amp; STEEL</b>		PHOTOGRAPHY TANK & STEEL
<b>PROJECT</b>		WATER STORAGE TANK
<b>DATE</b>		10/15/96
<b>BY</b>		10/15/96
<b>CHKD</b>		10/15/96
<b>APP'D</b>		10/15/96
<b>REV.</b>		106
<b>24 OF 27</b>		







9299 w. Olive Ave, Suite 110 Peoria, AZ. 85345 Ph. 602-544-3600 Fx. 602-544-3606

**BOOSTER STATION #21 RESERVOIR REHABILITATION**

**ADDEDUM Three (3)**

**September 11, 2019**

1. Bid date remains the same:
  - a. Bids are due **Thursday September 12, 2019 at 4:00PM**
  - b. Email bids to [deast@filanc.com](mailto:deast@filanc.com)
2. Revised Schedule of Values Attached.
3. Receipt of Addenda shall be acknowledged with your bid.

## BOOSTER STATION #21 RESERVOIR REHABILITATION

	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1	Clean Interior Tank	1.00	LS		
2	Internal Tank Coating Rehab	1.00	LS		
3	New Gaskets / Bolts for Manways	1.00	LS		
4	Repair and or replace damaged steel to floor and internal structure (extent of repairs to be determined by Structural Engineer's inspection report)				
a	Spot repairs on the shell or floor ((aka puddle weld) corrosion pits too small for a plate patch but too big to fill with coating): Provide a unit price and include an <b>allowance</b> for up to 100 ea.	100.00	EA		
b	Shell repairs with rolled plates that range between 1'x1' and 3'x3': Include a per square foot price and an <b>allowance</b> for up to 225 square feet.	225.00	SF		
c	Floor repairs with flat plates that range between 1'x1' and 3'x3': Include a per square foot price and an <b>allowance</b> for up to 600 square feet.	600.00	SF		
d	Weld seam repairs on the shell or floor" Include a per linear foot cost and an <b>allowance</b> for up to 100 feet.	100.00	LF		
e	Rafter Replacement and <b>allowance</b> for 1 ea	1.00	EA		
5	Tank Outlet Structure Rehab	1.00	LS		
6	Tank Overflow Structure Rehab	1.00	LS		
7	Tank Interior Ladder Rehab	1.00	LS		
8	Inlet Structure Rehab	1.00	LS		
9	Drain Pipe Rehab	1.00	LS		
10	Replace manual tank level indicator and float with cable guides	1.00	LS		
11	Replace Warrick probe box and Probes	1.00	LS		
12	Tank Disinfection upon completion of tank interior rehabilitation	1.00	LS		
13	Handrail modifications	1.00	LS		
14	Provide hook-up points and Red Stripe to meet OSHA Safety Standards	8.00	EA		
15	Recoat Interior of Hydro Pneumatic Tank	1.00	LS		
16	Recoat Exterior of Hydro Pneumatic Tank	1.00	LS		
17	Cathodic Protection - Replace Rectifier and Anodes	1.00	LS		
<b>TOTAL ITEMS 1-16</b>					

## BOOSTER STATION #21 RESERVOIR REHABILITATION

DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
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### ALTERNATE BID ITEMS

1	Tank Exterior Coating Rehab	1.00	LS		
2	Rehab Coatings at Booster Pump Station Header Pipe	1.00	LS		
3	Provide and install 8" dia. Dome Style Vents	3.00	EA		

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/04/2019

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>Marsh &amp; McLennan Agency LLC</b> <b>Marsh &amp; McLennan Ins. Agency LLC</b> <b>PO Box 85638</b> <b>San Diego, CA 92186</b>	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: <b>constructioncerts@marshmma.com</b>	
INSURED <b>J.R. Filanc Construction Company, Inc.</b> <b>740 North Andreasen Drive</b> <b>Escondido, CA 92029</b>	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Zurich American Insurance Company	NAIC # 16535
	INSURER B : Travelers Property Casualty Co of Amer	25674
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	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"/> BI/PD Ded:25000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	GLO367700214	01/01/2019	01/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	BAP367700314	01/01/2019	01/01/2020	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 checked="" type="checkbox"/> RETENTION \$10000			ZUP91M7262019NF	01/01/2019	01/01/2020	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC367700114	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

RE: CON-20-5085-A1 Booster Station #21 Reservoir Rehabilitation.

The City of Goodyear, its officers, employees and agents are included as Additional Insured with respect to General Liability and Auto Liability per the attached endorsements. Coverage is Primary and Non Contributory. Waiver of Subrogation applies to General Liability/Auto Liability/Workers Compensation per the attached endorsements.

## CERTIFICATE HOLDER

## CANCELLATION

City of Goodyear  
4980 S. 157th Ave./PO Box 5100  
Goodyear, AZ 85338

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*giani*

COMMERCIAL GENERAL LIABILITY  
CG 25 03 03 97

**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 Projects: **Any and all projects**

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, 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, Fire Damage 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 **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, 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 Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
  - (1) Agrees in writing to:
    - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
    - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
    - (c) Notify any other insurer whose coverage is available to the indemnitee; and
    - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
  - (2) Provides us with written authorization to:
    - (a) Obtain records and other information related to the "suit"; and
    - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

## SECTION II – WHO IS AN INSURED

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

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;

- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above, or

- (d) Arising out of his or her providing or failing to provide professional health care services.

- (2) "Property damage" to property:

- (a) Owned, occupied or used by;

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

- you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and

- (2) Until your legal representative has been appointed.

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

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;

- b. Claims made or "suits" brought; or

- c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;

- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

- c. Damages under Coverage B.

INSURED: J.R. Filanc Construction Company, Inc.

POLICY #: GLO367700214

POLICY PERIOD: 01/01/2019

TO 01/01/2020

## Additional Insured – Automatic – Owners, Lessees Or Contractors



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**Named Insured:** J.R. Filanc Construction Company, Inc.

**Address (including ZIP Code):**

This endorsement modifies insurance provided under the:

### **Commercial General Liability Coverage Part**

- A. Section II – Who Is An Insured** is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or written agreement.
- However, if you have entered into a construction contract or construction agreement with an additional insured person or organization, the insurance afforded to such additional insured only applies to the extent permitted by law.
- B. The insurance provided to the additional insured person or organization applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under Section I – Coverage A – Bodily Injury And Property Damage Liability and Section I – Coverage B – Personal And Advertising Injury Liability, 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, and resulting directly from your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.**
- C. However, regardless of the provisions of Paragraphs A. and B. above:**
- 1. We will not extend any Insurance coverage to any additional insured person or organization:**
    - a. That is not provided to you in this policy; or**
    - b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and**
  - 2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:**
    - a. The Limits of Insurance provided to you in this policy; or**
    - b. The Limits of Insurance you are required to provide in the written contract or written agreement.**
- D. The insurance provided to the additional insured person or organization does not apply to:**
- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:
- 1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and**
  - 2. Supervisory, inspection, architectural or engineering activities.**

E. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – **Commercial General Liability Conditions:**

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.

F. For the coverage provided by this endorsement:

1. The following paragraph is added to Paragraph 4.a. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

This insurance is primary insurance as respects our coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory with respect to any other policy upon which the additional insured is a Named Insured. In that event, we will not seek contribution from any other such insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

G. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

All other terms and conditions of this policy remain unchanged.

**4. Other Insurance**

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

**a. Primary Insurance**

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

**b. Excess Insurance**

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
  - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.
- (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

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

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

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

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

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

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

**5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;

INSURED: J.R. Filanc Construction Company, Inc.

POLICY #: GLO367700214

POLICY PERIOD: 01/01/2019

TO 01/01/2020

**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:** Where required by written contract

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.

INSURED: J.R. Filanc Construction Company, Inc.

POLICY #: BAP367700314

POLICY PERIOD: 01/01/2019

TO: 01/01/2020

COMMERCIAL AUTO  
CA 04 44 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

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

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

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

Named Insured:

Endorsement Effective Date:

**SCHEDULE**

Name(s) Of Person(s) Or Organization(s):

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN  
CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE  
ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER  
THIS POLICY

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

**The Transfer Of Rights Of Recovery Against Others  
To Us** condition does not apply to the person(s) or  
organization(s) shown in the Schedule, but only to  
the extent that subrogation is waived prior to the  
"accident" or the "loss" under a contract with that  
person or organization.

INSURED: J.R. Filanc Construction Company, Inc.

POLICY #: BAP367700314

POLICY PERIOD: 01/01/2019

TO 01/01/2020

**COMMERCIAL AUTO**

**CA 20 48 02 99**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

:	Countersigned By:  BARNEY & BARNEY, LLC  (Authorized Representative)
:	

**SCHEDULE**

**Name of Person(s) or Organization(s) :**

Any person or organization where the named insured has agreed by written contract executed prior to the date of the accident, to provide additional insured status to such person or organization.

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY**

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

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.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 0.0 % of the California workers' compensation premium otherwise due on such remuneration.

**Schedule****Person or Organization**

ALL PERSONS AND/OR  
ORGANIZATIONS THAT  
ARE REQUIRED BY  
WRITTEN CONTRACT OR  
AGREEMENT WITH THE  
INSURED, EXECUTED  
PRIOR TO THE  
ACCIDENT OR LOSS,  
THAT WAIVER OF  
SUBROGATION BE  
PROVIDED UNDER THIS  
POLICY FOR WORK  
PERFORMED BY YOU  
FOR THAT PERSON  
AND/OR ORGANIZATION.

**Job Description**

ALL CALIFORNIA OPERATIONS