



3700 E Columbia St, #120  
TUCSON, AZ 85714  
(520) 882 9647  
FAX: (520) 882 7495

## Johnson Controls Quotation

TO:  
Ashton Contractors  
2727 S. Country Club Rd  
TUCSON, AZ 85713-0000

Project: Tres Rios Water Reclamation  
Customer Reference: Tres Rios Water Reclamation  
Johnson Controls Reference: 446410355  
Date: 02/22/2019  
Page 1 of 6

Johnson Controls is pleased to offer for your consideration this quotation for the above project.

QUANTITY	MODEL NUMBER	DESCRIPTION
<b>Tres Rios Water Reclamation</b>		
Tres Rios Water Reclamation		
2	4099-9006	STATION-LED, DA PUSH ADDR
2	4098-9714	PHOTO SENSOR
2	4098-9792	SENSOR BASE
2	4906-9127	HORN/STROBE MC RED
2	DTK-2MHLP24BWB-SS	24V, 2 Pair, Hybrid Field Repl
Professional Services - Tres Rios Water Reclamation		
	PM LAB	PROJECT/CONSTRUCTION MGMT
	PREP LAB	PRE-SITE PREPARATION LABOR
Technical Services - Tres Rios Water Reclamation		
	COMM LAB	Commissioning Labor
<b>TECHNICAL SERVICES</b>		
TECHNICAL SERVICES		
	DPSCD	DP SVCS BLUPRT/CAD/DRAFT/COPY
	DPSVC	DP SVCS (PERMITS/FEES/BONDS)

**Total net selling price, FOB shipping point, \$3,798.00**

### Comments

**This proposal excludes estimated sales tax of \$215.00.**

**Please read the notes below and call if you have any questions.**

### Contact Information:

**Steve Linde**  
Electronic Service Sales Representative  
520-305-6501  
[Steven.linde@jci.com](mailto:Steven.linde@jci.com)

**THIS QUOTATION AND ANY RESULTING CONTRACT SHALL BE SUBJECT TO THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO.**

Fire, Security, Communications, Sales & Service

Offices & Representatives in Principal Cities throughout North America

## Johnson Controls Quotation

Comments (continued)

### Johnson Controls Scope of Work:

*Johnson Controls will provide the listed equipment, material, plans, permit, and technical services for the facility listed above to include programming and testing.*

*These devices are for Nutrient Recovery Project are will be connected into building 23 Fire Alarm Control Panel.*

### Exceptions and/or Clarifications:

Additional devices may be deemed necessary by the AHJ and could result in additional cost.

Electrical Contractor will provide and install all conduit and boxes (including the installation of Johnson Controls provided weatherproof boxes and cabinets), pull strings, flexible piping, box blank covers, electrical breakers, terminal cabinets, breaker locks, wire, devices, terminations.

### THIS PROPOSAL IS BASED UPON ONLY THOSE ITEMS DENOTED BY [X]":

- ☐ Specification section: **NONE**
- ☒ Information from plans Drawing Numbers and Dates: 64-E-003, 004, 008 dated 1-25-2019
- ☐ Up to and including addendum: **NONE**
- ☐ Customer provided bill of material
- ☐ Verbal request
- ☐ Value engineering
- ☐ Design Build

### THIS QUOTATION INCLUDES ONLY THOSE ITEMS DENOTED BY "[X]":

- ☒ Equipment as listed
- ☐ Demolition of existing fire alarm devices
- ☐ State Sales Tax
- ☒ Freight (F.O.B. shipping point)
- ☒ Shop Drawings
- ☐ PE Sealed Drawings
- ☒ Panel terminations
- ☒ Technical installation support including programming
- ☒ Permit
- ☐ Inspection Fees
- ☐ Payment/Performance Bonds
- ☒ 1 functional system certification test
- ☒ 1 AHJ test
- ☐ 1 10% Re-Test
- ☐ 2 Hours of operation and maintenance training
- ☒ Close out documentation
- ☐ Interface to non-SimplexGrinnell provided equipment i.e.: HVAC and elevator
- ☒ One year standard warranty
- ☐ Monitoring

### THIS QUOTATION DOES NOT INCLUDE THE FOLLOWING:

Phased Checkout

Fire, Security, Communications, Sales & Service  
Offices & Representatives in Principal Cities throughout North America

## Johnson Controls Quotation

### Comments (continued)

Phone lines  
Remote station monitoring contract (available upon request)  
Knox box  
Cutting, drilling, patching, fire caulking or painting  
Interface to non-SimplexGrinnell provided equipment i.e.: HVAC and elevator

This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.

### ADDITIONAL NOTES:

If Johnson Controls is awarded this project we will need:

- A complete set of bid documents including specifications and any addendums
- An electronic CAD file in AutoCAD shall be sent to [steven.linde@jci.com](mailto:steven.linde@jci.com) or mailed to the branch address on this quote.
- A complete schedule
- A copy of the "Notice of Commitment"
- Your P.O. or contract will need to reference this proposal # and amount. This proposal and its terms and condition shall take precedence. Your Purchase Order or contract is subject to review and must be mutually agreeable.

Quotation is valid for a period of 30 days ONLY unless modified in writing by Johnson Controls.

All work is to be performed during normal Johnson Controls hours of 8am to 5pm Monday through Friday with the exception of company sponsored holidays unless specifically noted otherwise.  
We reserve the right to correct this quote for errors and omissions.

As stated above, Johnson Controls will perform the work pursuant to the attached Terms and Conditions. Should the parties fail to execute a mutually agreeable definitive agreement, all work performed by Johnson Controls on or related to the above captioned project (with the exception of any monitoring services anticipated, which will only be performed pursuant to the unaltered terms and conditions of Johnson Controls standard Monitoring Agreement) will be performed pursuant to the attached Terms and Conditions.

Please indicate your approval of this quotation by signing the last page and returning to my attention as noted below.

**Steve Linde**  
Electronic Service Sales  
Phone: (520) 407-4029  
Cell: (520) 305-6501  
Fax: (520) 293-7783  
email: [steven.linde@jci.com](mailto:steven.linde@jci.com)

#### **TERMS AND CONDITIONS (Rev. 4/18)**

**1. Payment.** Payments shall be invoiced and due in accordance with the terms and conditions set forth above. Work performed on a time and material basis shall be at Company's then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to one hundred (100%) percent based upon equipment delivered or stored, and services performed. Customers without established satisfactory credit shall make payments of cash in advance, upon delivery or as otherwise specified by Company. Where Customer establishes and maintains satisfactory credit, payments shall be due and payable thirty (30) days from date of invoice. Company reserves the right to revoke or modify Customer's credit in its sole discretion. Customer's failure to make payment when due is a material breach of this Agreement. If Customer fails to make any payment when due, in addition to any other rights and remedies available, Company shall have the right, at Company's sole discretion, to stop performing any Services and/or withhold further deliveries of materials, until the account is current. In the event payment is not received when due, Company may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorneys' fees. Customer's failure to make payment when due is a material breach of this Agreement until the account is current.

**2. Pricing.** The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, Company may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered may be adjusted by Company, upon notice to Customer at any time prior to shipment, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) incurred by Company after issuance of Company's applicable proposal or quotation.

**3. Alarm Monitoring Services.** Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

**4. Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

**5. Limitation of Liability; Limitations of Remedy.** It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and

waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM.** The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers and directors.

**6. Reciprocal Waiver of Claims (SAFETY Act).** Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

**7. General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement

date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. **UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.**

**8. Customer Responsibilities.** Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

**9. Excavation.** In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company dues to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

**10. Structure and Site Conditions.** While employees of Company will exercise reasonable care in this respect, Company shall be under not responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by it or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails

to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

**11. Confined Space.** If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

**12. Hazardous Materials.** Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

**13. OSHA Compliance.** Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

**14. Interferences.** Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

**15. Modifications and Substitutions.** Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

**16. Changes, Alterations, Additions.** Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location,

type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

**17. Commodities Availability.** Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

**18. Project Claims.** Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

**19. Backcharges.** No charges shall be levied against Company unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

**20. System Equipment.** The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

**21. Reports.** Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

**22. Limited Warranty.** Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes,

video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

**EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.**

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after hours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties.

**23. Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

**24. Insurance.** Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

**25. Termination.** Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent of the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at



Customer's premises or unavailability of parts.

**26. Default.** An Event of Default shall be 1) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 2) abuse of the System or the Equipment, 3) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 1/4% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid, 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

**27. Exclusions.** Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Customer's sole discretion at an additional charge. If Emergency

Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

**28. No Option to Solicit.** Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment, for a period of two years after termination of this Agreement.

**29. Force Majeure; Delays.** Company shall not be liable for any damage or penalty for delays or failure to perform work due to acts of God, acts or omissions of Customer, acts of civil or military authorities, Government regulations or priorities, fires, epidemics, quarantine, restrictions, war, riots, civil disobedience or unrest, strikes, delays in transportation, vehicle shortages, differences with workmen, inability to obtain necessary labor, material or manufacturing facilities, defaults of Company's subcontractors, failure or delay in furnishing complete information by Customer with respect to location or other details of work to be performed, impossibility or impracticability of performance or any other cause or causes beyond Company's control, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, completion shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of the delay. In the event work is temporarily discontinued by any of the foregoing, all unpaid installments of the contract price, less an amount equal to the value of material and labor not furnished, shall be due and payable upon receipt of invoice by Customer.

**30. One-Year Limitation on Actions; Choice of Law.** It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

**31. Assignment.** Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

**32. Entire Agreement.** The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

**33. Severability.** If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

**34. Legal Fees.** Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

**35. License Information (Security System Customers):** AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at [www.jci.com](http://www.jci.com) or contact your local Johnson Controls office.

#### IMPORTANT NOTICE TO CUSTOMER

In accepting this Proposal, Customer agrees to the terms and conditions contained herein including those on the following pages of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE FOLLOWING PAGES.** This proposal shall be void if not accepted in writing within thirty (30) days from the date of the Proposal.

Offered By:  
Johnson Controls Fire Protection LP  
License#:

3700 E Columbia St, #120  
TUCSON, AZ 85714

Telephone: (520) 882 9647

Representative: Steve Linde

Email: [steven.linde@jci.com](mailto:steven.linde@jci.com)

Accepted By: (Customer)

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

P.O.#: \_\_\_\_\_

Date: \_\_\_\_\_

Fire, Security, Communications, Sales & Service  
Offices & Representatives in Principal Cities throughout North America

February 22, 2019

Mr. Mike Mattice  
The Ashton Company, Inc.  
2727 S. Country Club Rd., Tucson, AZ 85713  
(520) 624-5500  
mmattice@ashtoncoinc.com

RE: Tres Rios Water Reclamation Facility - Nutrient Recovery Project (3BBump) C-430  
Proposal: 210717-01a

Dear Sir:

In accordance with the bid documents and supporting information, Keller Electrical Industries (KEI) proposes the following scope and budget for completing this work.

### **Bid Documents**

This proposal is based upon bid drawings received January 31 from HDR dated 1/24/2019 and noted as being Pre-Final, Not for Construction or Bidding. This proposal is also based on "Answers to Questions" received on Feb. 12, Feb. 14 and Feb. 19.

This proposal is also based upon bid specifications received January 31 from HDR dated February 2019 and noted as being Pre-Final.

### **Scope of Work**

Keller Electrical has been asked to provide pricing on one custom PLC panel as indicated on drawings 64-I-12 through -31, seven (7) local control stations as detailed on drawing L0610\_CS-VFD-201

#### **1 Project Management**

- a. Develop a manufacturing and delivery schedule detailing the equipment and services offered for this project.
- b. Attend project meetings.
- c. Provide material and labor reports and invoicing on a timely basis.
- d. Provide contract close-out documentation.

#### **2 Engineering**

- a. Produce calculations where required for UL 508 compliance.
- b. Provide submittal review and construction QA/QC services.

#### **3 Manufacturing and Supply of Equipment**

- a. Fabricate and assemble electrical and control system equipment.
- b. Conduct a Factory Acceptance Test and provide written test reports.
- c. Deliver electrical and control system equipment to the project site.

#### **4 Contract Closeout**

- a. Provide "Record" or "As Built" drawings.
- b. Provide Operations and Maintenance Manuals for the equipment and facility.
- c. Provide warranties for equipment, products, and systems.

## **5 Spare Parts**

- a. Cost for spare parts is not included in this proposal.
- b. Upon request, KEI will furnish a priced list of recommended spare parts.

## **6 Schedule**

- a. 8 weeks after receipt of drawings marked "Approved for Construction" to fabricate and test equipment. Note that changes on these drawing may affect materials cost and delivery.

## **7 Exclusions and Clarifications**

- a. Only work, equipment, and materials explicitly stated in this document are part of this proposal. Any additional significant equipment, materials, or services will be furnished only upon execution of a change order.
- b. All other equipment and services not specifically mentioned in this scope of work nor defined above shall be the responsibility of others.
- c. KEI reserves the right to withhold shipment until full payment is received.
- d. KEI reserves the right to withhold shipment of equipment and materials until payment has been received for all outstanding invoices.
- e. A bid bond is not included in this proposal but KEI will provide one for additional cost.
- f. KEI is not providing installation labor, nor is startup assistance included in this proposal.

## **8 Exceptions to the Bid Documents**

- a. The PLC CPU being quoted is Allen-Bradley P/N 1756-L72 rather than the 1756-L62 specified. The -L62 has been discontinued by the manufacturer.

## **9 Taxes and Freight**

- a. Transaction privilege taxes in accordance with Arizona Revised Statutes (A.R.S) Section 42-5075 are not included in this proposal. Upon request, KEI will furnish an estimate of taxes for this work. The Owner is to furnish KEI with tax exempt information if taxes are not to be charged.
- b. Unless noted differently, this proposal includes freight cost for delivery of KEI manufactured products to the project site.

## **10 Warranty:**

- a. The warranty period for KEI manufactured electrical and control equipment is 18 months from ship date or 12 months from startup date. During this period, KEI will repair or replace at no cost to owner any failed component or system.
- b. Unless noted differently, KEI will honor a manufacturer's warranty for all purchased equipment and will coordinate with the manufacturer to repair or replace the equipment in accordance with the manufacturer's warranty.
- c. The KEI warranty covers only KEI furnished equipment and explicitly excludes all costs of lost production, loss of facility availability, and any and all other incidental costs.
- d. KEI will make every effort to honor the warranty in a timely manner. Delays in getting parts or equipment from manufacturers may affect the time to implement repairs or replacement.



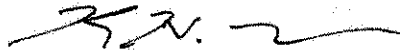
**11 Price Tabulation:**

ID	Description	Price/Rate	Amount
1	PLC Panel	\$52,000	\$ 52,000
2	Local Control Stations (qty. 7)	\$ 2,460	\$ 17,220
3	Engineering, project management and documentation	\$ 7,500	\$ 7,500
<b>Total KEI Proposal:</b>			<b>\$ 76,720</b>

**12 Payment Terms and Conditions:**

Description	Percentage
Upon Receipt of Order	10%
Upon receipt of drawings marked "Approved for Construction"	25%
Upon completion of Factory Acceptance testing	35%
Upon shipment to site	20%
Upon delivery of final documentation and warranty	10%

KEI appreciates the opportunity to furnish this proposal. We have made every effort to assure that the proposed equipment and services will satisfy your requirements. Should you have any questions, comments, concerns or require further clarification, please feel free to contact me at your convenience.



Kevin H. Baker, P.E.  
Sr. Electrical Engineer  
Keller Electrical Industries, Inc.  
1881 E. University Dr.  
Phoenix, AZ 85034  
O: (602) 682-2125 (direct)  
F: (602) 437-8163

# CEI CANFIELD ENGINEERING

*& Integration*

March 1, 2019

Patty Bitnar  
The Ashton Company, Inc.  
2727 S. Country Club Rd.  
Tucson, AZ 85713  
Phone: (520) 624-5500  
Email: PBitnar@ashtoncoinc.com

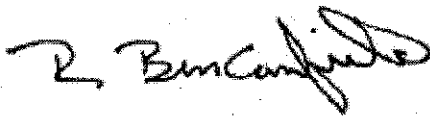
Re: ACI – TRW Struvite LPS, PQM Integration, Power Study and Process  
Programming with HDR/Owner requests  
Proposal No.: 180032.2 Delivered via E-mail

Ms. Bitnar:

On behalf of the CEI staff, I would like to thank you for inviting us to participate in the proposal process for this project. In response to your request for quotation for the above-named project, we have attached our professional engineering services proposal.

Please do not hesitate to contact me at anytime if you have questions or concerns regarding this proposal.

Sincerely,



R. Ben Canfield, P.E.  
Vice President of Engineering

Attachments: Proposal

Cc: File

PROPOSAL NO.: 180032.2

ACI – TRW STRUVITE LPS, PQM INTEGRATION POWER STUDY AND  
PROCESS PROGRAMMING

PROPOSAL

PREPARED FOR:

**ACI**

March 1, 2019

**Client**

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## *TABLE OF CONTENTS*

Project Overview: .....	1
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**TRW STRUVITE LPS, PQM INTEGRATION POWER STUDY AND PROCESS  
PROGRAMMING**

Proposal No.: 180032.2

**Project Overview:**

The Ashton Company, Inc. (ACI) is seeking Professional Engineering Services to perform a lightning protection system (LPS) design and UL inspection, Power Quality Meter (PQM) and PLC Integration and Power Study for the Struvite addition at the Tres Rios Water Plant. PLC/HMI process programming of the new process has been included as part of this proposal.

The LPS work consists of site visits, design drawings, specifications and coordination with the design/construction team. It is anticipated that surge protection requirements are not required in the original design drawings and is anticipated to not be added. The design will comply with NFPA-780, with a Master Label. CEI is a certified UL Listed installer and is capable of design and registered to call for inspection of the completed system.

The PQM work entails integration of the new PQMs into the existing control network and setup within the RS Energy Metrix software.

The Power Study work consists of reviewing record documents and modeling the electrical power system in SKM with the existing model. The model will be used to analyze the existing electrical equipment and perform a device evaluation, protective device coordination and arc flash study.

PLC/HMI programming has been included in this proposal per the specifications. CEI will program the PLC and update the Wondeware screens per Pima County Standards.

**Scope of Work:****Task 101 Lightning Protection System Design**

CEI will execute the following tasks with regard to the protective rolling bubble method:

- Review electrical site design documentation
- Produce site plans, installation details and specifications based on the following building plans and profiles.

**Deliverables:**

- Construction Drawings and Specifications

**Task 102 LPS Construction Support**

CEI will provide the following services for the number of hours defined below

- Site Observations (2 visits)
- Phone Support
- Record Drawings

**Deliverables:**

- Site Visit Reports
- Phone Support
- Record Drawings
- CEI will coordinate and manage the NFPA 780/UL-96A certification.

**Task 103 System Integration of PQMs with RS Energy Metrics and Wonderware**

The System Integration shall include configuration of new PQMs with the existing network, RS Energy Metrics and SCADA system, Historian and Operator Screens. The new PQMs will be configured with the existing server, redundant Virtual Machines and OI-ABCIP communication software.

**TRW STRUVITE LPS, PQM INTEGRATION POWER STUDY AND PROCESS PROGRAMMING**

Proposal No.: 180032.2

**Deliverables:**

- Wonderware Operator interactive screens updates
- Wonderware configuration and testing support of Server and Historian
- Native documentation of software configuration files

**Task 104 Power Study**

CEI will execute the following tasks for the fee below:

- System Modeling in SKM
- Device Evaluation (Short circuit Analysis)
- Protective Device Coordination
- Arc Flash Study and Labels

**Deliverables:**

- Preliminary Power Study
- Final Power Study
- Installed Arc Flash Labels

**Task 105 Process Programming**

CEI shall generate a Detailed Design Document (DCD), based on the control strategy provided in the specifications, to define the PLC logic and representation of each device and logic used to control equipment. Once this document is agreed upon the PLC/HMI code will be generated to operate the system per the DCD.

CEI will coordinate with the team to confirm the specifications and County standards are met. CEI will facilitate workshops to verify through-out the process that the screens provided meet the County standards. CEI will coordinate with panel fabricator to schedule the Factory Acceptance Test and with Ashton for startup. As part of the close out process CEI will provide final documentation and programs in their native format.

TRW STRUVITE LPS, PQM INTEGRATION POWER STUDY AND PROCESS  
PROGRAMMING

Proposal No.: 180032.2

**Deliverables:**

- Detailed Control Design document (DCD)
- Factory Acceptance Test
- Startup/Training
- Record Copy of
  1. PLC/HMI programs in native format with comments

**Task 106 OIT Adder**

CEI shall provide the following HMI workstations, Panel Mount. This scope does not include installation.

- Y51 HMI Workstation, Panel Mount:
  - Wonderware Series "D", since "C" is no longer provided, Industrial TPC computer.
  - 17-inch color flat panel display (1280 by 1024 resolution).
  - Intel dual core 1.66 Ghz CPU.
  - 2 GB Ram memory.
  - 80 GB hard drive.
  - NEMA 4X enclosure, stainless steel bezel.
  - InTouch 2K runtime with I/O with Windows XP Operating System preinstalled.
  - Coordinate InTouch and Windows XP versions with Owner.
  - Manufacturer and Product: Wonderware, TPCE-17S-2HMXU.

**Deliverables:**

- (2) HMI workstations

**Task 107 Process Programming Adder**

CEI shall provide the following for an additional adder.

1. Pre-Programming workshop with the owner (Pre-Construction Training) to familiarize with the Wonderware and PLC libraries – This was requested by the Client.
2. Existing plant standards and programming review
3. Detailed Control Strategies development and coordination meetings with the vendor
4. Alarm Management development for the new process areas
5. Update existing network architecture with the new area



TRW STRUVITE LPS, PQM INTEGRATION POWER STUDY AND PROCESS  
PROGRAMMING

Proposal No.: 180032.2

6. Application development testing in Client test bed before startup – Owner Requirement
7. O&M based on owner's specific requirements (see owners spec)
8. SCADA screens – 12 screens (new), 5 modification to the existing application (network architecture, power management, process overview, runtimes and flow totals) and pop-ups
9. **275 hardwired IO.** Total virtual and network IO is approximately **345** - total of approximately **620 IO points**. Owner requirement is to program all vendor points into plant PLC and connect to Owner SCADA system.
10. Factory Acceptance Testing at the panel shop
11. Documentation
12. QA/QC
13. Meetings and Workshops – Assumed 5 meetings
14. Site visits – Assumed 5
15. Loop Testing – Assumed 4-man weeks
16. Training – 1 week
17. Submittal and RFI reviews
18. Startup and testing – Assumed 12-man weeks
19. Warranty
20. Project Management

**Task 108 Loop and Connection Drawings (Vendor PLC)**

CEI will review submittals of instrumentation and PLC panels and provide loop drawings for the associated Vendor PLC IO.

**Deliverables:**

- Vendor Control Panel Loop/Connection Drawings

TRW STRUVITE LPS, PQM INTEGRATION POWER STUDY AND PROCESS  
PROGRAMMING

Proposal No.: 180032.2

**Task 109 Loop/Connection DWGs per Adder request of 275 IO**

CEI will review submittals of instrumentation and PLC panels and provide loop drawings for the associated Vendor PLC IO.

**Deliverables:**

- Loop/Connection Drawings for additional IO

**Project Schedule:**

CEI will commence work on this project within 2 weeks of receiving a signed contract or notice to proceed and ACAD files of the facility layout and structure elevations. One submittal will be provided at 100% design within 3 weeks of NTP. As submittals come through for the PQMs and electrical equipment CEI will coordinate with the construction team to provide the power study and PQM integration.

**Fee Schedule:**

• Task 101	Lightning Protection System Design	\$ 15,132
• Task 102.1	LPS Construction Support	\$ 11,814
• Task 102.2	UL Certificate Allowance	\$ 7,800
• Task 103	System Integration of PQMs	\$ 14,338
• Task 104	Power Study	\$ 8,811
• Task 105	Process Programming	\$ 79,924
• Task 106	OIT Adder	\$ 23,150
• Task 107	Process Programming Adder	\$206,726
• Task 108	Loop and Connection Drawings (Vendor PLC)	\$ 9,750
• Task 109	Loop/Connection per Adder request of 275 IO	<u>\$ 16,425</u>
<b>Total</b>		<b>\$393,870</b>

**TRW STRUVITE LPS, PQM INTEGRATION POWER STUDY AND PROCESS  
PROGRAMMING**

Proposal No.: 180032.2

**Exceptions and Clarifications:**

- ACAD plan and elevation files will be provided prior to start of project for use as backgrounds
- When CEI is required to collect field data, Owner or contractor shall have an electrician available for removal of dead fronts/covers and locking out of electrical equipment during data gathering activities
- Procurement of hardware and software excluded
- Labels other than Arc Flash excluded
- Fabrication or construction is excluded from this proposal
- Proposal excludes LPS coordination with near-by structures
- Taxes excluded
- Net 30 day payment
- Proposal good for 90 days



6829 W. Frye Rd.  
Chandler, AZ 85226  
P : 480-921-0498  
F : 480-921-7391  
E : sales@instandcontrols.com  
480-921-0498

# Quote

# 20929  
Date 2/19/2019  
Quote Expires 4/20/2019

**Bill To**

The Ashton Company, Inc.  
2727 S. Country Club  
Tucson AZ 85713

**Ship To**

The Ashton Company, Inc.  
2727 S. Country Club  
Tucson AZ 85713

**Memo**

Tres Rios Nutrient Recovery Project

**Sales Rep**

Steven Taverna

**Project**

Tres Rios Nutrient Recovery Project

**Entered By**

Brian Tracey

**Terms**

Net 30

**FOB**

Shipping Point

**Shipping Method**

Best Way

**Shipping Terms**

Pre-Pay and Add

**Collect Account Number****Contact**

Patty Bitnar

**Email**

PBitnar@ashtoncoinc.com

**Expires**

4/20/2019

Manufacturer	Item	Description	Qty	Unit Price	Extended	Est. Lead Time
Endress + Hauser	5H5B08-2MM6/0	Endress + Hauser Promag H 500, 5H5B08, DN08 5/16" Model no.: 5H5B08-2MM6/0	1	3,422.90	3,422.90	EST. 23 WORKING DAYS ARO + SHIPPING

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Manufacturer	Item	Description	Qty	Unit Price	Extended	Est. Lead Time
		(5H5B08-CSIBADAAFAAABDCA1PDAA1+AAEBZ1)				
		Electromagnetic flowmeter				
		CS-Approval; Transmitter; Sensor: CSA C/US; C.I. Div.2,NI;				
		C.I. Div.2				
		I-Power Supply: 100-230VAC/24VDC				
		BA-Output; Input 1: 4-20mA HART				
		D-Output; Input 2: Configurable I/O default off				
		A-Output; Input 3: W/o;				
		A-Output; Input 4: W/o;				
		F-Display; Operation: 4-line illum.; touch control				
		A-Integrated ISEM Electronic: Sensor				
		A-Transmitter Housing: Alu, coated				
		A-Sensor Junction Housing: Alu, coated				
		B-Cable, Sensor Connection: 20m/60ft digital				
		D-Electrical Connection: Thread NPT1/2				
		C-Seal: O-ring, Kalrez				
		A1P-Process Connection: Cl.150, PVDF, flange ASME B16.5				
		D-Electrodes: Tantal + 2x grounding ring				
		A-Calibration Flow: 0.5%				
		A1-Device Model: 1				
		AA->Operation Language Display: English				
		EB->>Application Package: Heartbeat Verification +				
		Monitoring				
		Z1->>Marking: Tagging (TAG), see additional spec.				
		Device: 1				
		FE/FIT 6414-01				

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Manufacturer	Item	Description	Qty	Unit Price	Extended	Est. Lead Time
Endress + Hauser	FMR54-EE00/0	<p>Notes: The spec specifies many options, budgetary pricing only. The options specified contradict, which this is a "best guess" for a model code.</p> <p>Endress + Hauser-Micropilot FMR54 p/n FMR54-EE00/0</p> <p>FMR54-FAALCDBCA8AHJ+AAIVORZ1</p> <p>FAApproval: FM IS Cl.I Div.1 Gr.A-D APower Supply; Output: 2-wire; 4-20mA HART LDisplay, Operation: Prepared for display FHX50 + M12 connection CHousing: GT20 dual compartment, Alu, coated DElectrical Connection: Thread NPT1/2, IP66/68 NEMA4X/6P BCAntenna: Horn 80mm/3", for bypass / stilling well installation A8Seal: FKM Viton, -40...200oC/-40...392oF AHJProcess Connection: NPS 4" Cl.150 RF, 316/316L flange ASME B16.5 AA&gt;Additional Operation Language: English IV&gt;&gt;Service: Tooling DVD (DeviceCare Setup) OR&gt;&gt;Accessory Mounted: 300mm/12" antenna extension, 316L Z1&gt;&gt;Marking: Tagging (TAG), see additional spec. Bustag: 52006326 Tag plate Stainless Steel Device: 1 LE/LIT 6412-02</p>	1	4,124.70	4,124.70	Est. lead time TBD ARO

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Manufacturer	Item	Description	Qty	Unit Price	Extended	Est. Lead Time
Endress + Hauser	FHX50-18C8/0	<p>Endress + Hauser-Remote Display FHX50 p/n FHX50-18C8/0</p> <p>FHX50-FBCDDA+AAZ1.</p> <p>FBApproval: FM C/US IS CII Div.1 Gr.A-D</p> <p>CDisplay, Operation: SD02 4-line, push buttons + data backup function</p> <p>DHousing: Single compartment, plastic PBT</p> <p>DCable: 20m + M12 plug</p> <p>AOption Measurement Device: Prepared for remote display FHX50</p> <p>AA&gt;&gt;Accessory Enclosed: Mounting bracket, pipe 1 1/2"</p> <p>Z1&gt;&gt;Marking: Tagging (TAG), see additional spec.</p> <p>Bustag: 52006326 Tag plate Stainless Steel</p> <p>Device: 1</p> <p>LE/LIT 6412-02</p>	1	707.02	707.02	Est. lead time is 6 working days plus shipping
Endress + Hauser	FXA195-S1	<p>Endress + Hauser-Commubox FXA195 p/n FXA195-S1</p> <p>Modem to connect HART field devices</p>	1	600.75	600.75	Est. lead time is 9 working days plus shipping

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Manufacturer	Item	Description	Qty	Unit Price	Extended	Est. Lead Time
Endress + Hauser	SFE500-13N0/0	<p>to a computer via USB. Commissioning of field devices with software tool.</p> <p>:: To connect to a intrinsically safe signal circuit.</p> <p>:: SIL2, IEC61508.</p> <p>S-Approval: cCSAus IS CL.I,II,III Gr.A-G</p> <p>1-Additional Option: Basic version</p> <p>DXR375 is no longer available from E + H. This is a possible alternative. This is a software package only.</p> <p>Endress + Hauser FieldCare Model No: SFE500-NBCZ101</p> <p>FieldCare is a Software tool based on FDT/DTM technology. FieldCare is scalable which allows to fulfill tasks from Device Setup to Plant Asset Management. FieldCare includes tested and approved Endress+Hauser and third party DTMs and may be combined with other Endress+Hauser products like Condition Monitoring or W@M. Additional hardware (e.g. modems, cable) is needed.</p> <p>A software support service including</p>	1	3,119.95	3,119.95	Est. lead time is 11 working days plus shipping



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Manufacturer	Item	Description	Qty	Unit Price	Extended	Est. Lead Time
		updates to guarantee top quality and performance is recommended.				
		N-License types: New licenses				
		B-Delivery types: DVD Box				
		C-Number of device positions: 64				
		Z-Number of condition monitoring (CM)tags: 0				
		1-IDTM HART: Included				
		0-IDTM PROFIBUS: not used				
		1-IDTM Foundation FIELDBUS: Included				
		Model No: SFE500-13N0/0				
Endress + Hauser	FTL51-7W1E5/0	***Probe length required is unknown*** Please verify prior to ordering.	1	1,143.86	1,143.86	Est. lead time is 5 working days plus shipping
		Endress + Hauser-Liquiphant M FTL51 p/n FTL51-7W1E5/0				
		FTL51-AAL2CB4E4A+Z1				
		AApproval: Non-hazardous area				
		AL2Process Connection: NPS 3" Cl.150 RF, 316/316L flange				
		ASME B16.5				
		CBProbe Length; Type: 24 Inch ..... inch; 316L,				
		Ra<3.2um/126uin				
		4Electronics; Output: FEL54;SIL relay DPDT				
		19-253VAC/19-55VDC				
		E4Housing; Cable Entry: F16 NEMA Type 4X Encl. Polyester;				

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Manufacturer	Item	Description	Qty	Unit Price	Extended	Est. Lead Time
		NPT1/2 thread AAdditional Option: Basic version Z1>>Marking: Tagging (TAG), see additional spec. Bustag: 52006326 Tag plate Stainless Steel Device: 1				
Endress + Hauser	XD21BL-ABA44J - Factory Start Up	Endress + Hauser- Factory Start Up ** Time-based Commissioning Service ** ** Extended Factory Warranty ** Model No: XD21BL-ABA44J  A-Preparation and standard travel time: included in the base price  B-Standard labor time: 1 ..... x 8h  A-Surcharges: not selected  4-Extended Factory Warranty: 3 instrument/s, 2 additional years after shipment date (3 years in total), in workshop  4-Commissioning Level: 3 Basic: Device Inspection, configuration, provision of parameter files + explanation of operations and maintenance.	1	2,185.62	2,185.62	

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Manufacturer	Item	Description	Qty	Unit Price	Extended	Est. Lead Time
		<p>J-Additional travel expenses: 180 Roundtrip mileage (travel hours included)</p> <p>To ensure optimal device performance right from the start trained service technicians ensure optimum set-up and perform initial checks. All results are documented in final service reports.</p> <p>THIS IS FOR 1/2 DAY START-UP AND 1/2 DAY TRAINING</p>				

Subtotal	15,304.80
Shipping Cost (Best Way)	0.00
<b>Total</b>	<b>\$15,304.80</b>

  
EMERSON

Submit your PO to:  
ROSEMOUNT INC  
8200 MARKET BLVD  
CHANHASSEN, MN, 55317-9685, US

---

PROJECT BIDDER  
8200 MARKET BLVD  
CHANHASSEN, MN, 55317, US

**Reference:** Tres Rios Nutrient Recovery ☐  
**Project:**

**Date:** 14-Feb-19  
**Emerson Proposal:** 3398822 **Ver:**1  
**Expiration Date:** 15-Apr-19

---

**To:**

**Phone:**  
**Fax:**  
**Email:**

---

**From:** Wendy Hathaway

**Phone:** 800-406-5252  
**Fax:** 952-906-8813  
**Email:** Wendy.Hathaway@Emerson.com

APPLIED PRODUCTS GROUP-COMM-MUNI

**Phone:** 480-595-9739  
**Fax:**  
**Email:** Nancy@apgwater.com

---

## Summary Of Understanding

### Table Of Contents

1. Commercial Summary
2. Detailed Item Summary
3. Terms & Conditions

## Commercial Summary

Expiration Date: 15-Apr-19  
Ultimate Destination: United States

Shipping Terms:  
Payment Terms: Payment due in 30 days

Lead Time: 2 WEEKS ARO

Cust Line	Item	Qty	Units	Description	Lead Time	Unit Price (USD)	Extended Price (USD)
	1	2	Each	Inline Pressure Transmitter 3051TG2A2B21AM4S5B4		1,290.92	2,581.84
	2	2	Each	Rosemount 306 In-Line Manifold 0306RT22AA11		240.62	481.24

Total Price (USD) 3,063.08

(NOTE: Taxes not included)

Emerson Process Management is committed to customer service excellence. Please click [HERE](#) to take a four question survey on our quotation process

## Detailed Item Summary

Cust Line	Item	Qty	Units	Description	Lead Time	Unit Price (USD)	Extended Price (USD)
1	2	Each	3051TG2A2B21AM4S5B4			1,290.92	2,581.84
			3051T	Inline Pressure Transmitter			
			G	Pressure Type: Gage			
			2	Pressure Upper Range Limit: 150 psi (10.3 bar)			
			A	Transmitter Output: 4-20 mA with Digital Signal Based on HART Protocol			
			2B	Process Connection Style: 1/2-14 NPT Female			
			2	Isolating Diaphragm   Process Connection Wetted Parts Material: 316L SST   316L SST			
			1	Sensor Fill Fluid: Silicone			
			A	Housing Material   Conduit Entry Size: Aluminum   1/2-14 NPT			
			M4	Display and Interface Options: LCD Display With Local Operator Interface			
			S5	Integral Assembly: Assemble to Rosemount 306 Integral Manifold			
			B4	Mounting Bracket: Bracket for 2-in. Pipe or Panel Mounting, All SST			
			Qty/Cfg	Primary Tag Type	Primary Tag	Secondary Tag	Calibration
			1	NAME	PIT-6402-01A		0 to 150 PSI
			1	NAME	PIT-6402-02B		0 to 150 PSI
2	2	Each	0306RT22AA11			240.62	481.24
			0306	Rosemount 306 In-Line Manifold			
			R	Manufacturer: Rosemount Inc.			
			T	Manifold Style: Threaded			
			2	Manifold Type: 2-Valve			
			2	Body   Bonnet   Stem   Tip: SST   SST   SST   316 SST			
			AA	Process Connection Style: 1/2-14 male ANPT Process Connection for Inline Transmitter			
			1	Packing Material: PTFE			
			1	Valve Seat: Integral			
			Qty/Cfg	Primary Tag Type	Primary Tag	Secondary Tag	Calibration
			1	WIRE			
			1	WIRE			
			Assemble to Item 1				

The present quotation, the acceptance of an order under this quotation and the fulfilment of any contractual obligations as a consequence of the quotation, are subject to all current applicable import, export control and sanctions laws, regulations, orders and requirements, including those of the United States where applicable. However, such laws and regulations may be amended from time to time including during the processing of an order. If Emerson (The Company) should fail to receive any necessary or advisable licenses, authorisations or approvals, even arising from inaction by any relevant government authority, or if any such licenses, authorisations or approvals are denied or revoked, or if there is a change in any applicable laws, regulations, orders or requirements that would prohibit the Company from fulfilling any order, or would in the reasonable judgement of the Company otherwise expose the Company to a risk of liability under such laws, regulations, orders or requirements if it fulfilled the order, the Company shall be relieved without penalty of all obligations with respect to any order resulting from this quotation.

### **Product Material Compliance**

For orders destined for installation in the European Union, some products on this order may be considered outside of the scope of European Directive 2011/65/EC. Please refer to <http://www.emerson.com/compliance> for up-to-date product information.

### **Terms & Conditions**

This quote is offered subject to the terms and conditions agreement between the parties. If no agreement exists, then this quote shall be subject to Emerson Process Management's terms and conditions of sale, a copy of which can be found at the following website:

### **Material Selection**

Emerson Process Management provides a variety of products with various options and configurations including materials of construction that can be expected to perform well in a wide range of applications. The product information presented is intended as a guide for the purchaser to make an appropriate selection for the application. It is the purchaser's sole responsibility to make a careful analysis of all process parameters (such as all chemical components, temperature, pressure, flow rate, contaminants, etc.), when specifying materials and options and for the particular application. Emerson Process Management is not in a position to evaluate or guarantee the compatibility of the process fluid or other process parameters with the materials and options selected.

**Industrial Specialties Supply, Inc**3941 E 29th St Suite 606  
Tucson, AZ 85711**QUOTATION**

Quote Number: Q018962

Quote Date: Feb 20, 2019

Page: 1

Voice: 520-745-5800

Fax: 520-745-5801

**Quoted To:**THE ASHTON COMPANY  
PO BOX 26927  
TUCSON, AZ 85726-6927  
USA

Customer ID	Good Thru	Payment Terms	Sales Rep
ASHCOM	3/22/19	1% 10, Net 30 Days	

Quantity	Item	Description	Unit Price	Amount
2.00		TRES RIOS-NUTRIENT RECOVERY PROJECT		
		ASHCROFT PRESSURE GAUGE	225.00	450.00
		45-1279SS-04L-XLL 200 PSI, 4-1/2" DIAL, S.S. BOURDON TUBE AND CONNECTOR, LOWER MOUNT 1/2" NPT, GLYCEINE FILLED.		
2.00		THREE ASSEMBLY WITH ROSEMOUNT PRESSURE TRANSMITTER.	3,200.00	6,400.00
		3051S1TG3A2E11A1AM5, ATTACHED TO ASHCROFT PRESSURE SWITCH B424BX06-200 PSI AND DIAPHRAGM SEAL ASHCROFT 50-201SS-04T CK.		
		DELIVERY: 4 TO 6 WEEKS ARO		
			Subtotal	6,850.00
			Sales Tax	
			Freight	
			<b>TOTAL</b>	<b>6,850.00</b>



1230 N Hobson St. Suite 101 Gilbert, AZ 85233 • Phone 480/633-1490 • Fax 480/633-7092

February 15, 2019

**PHX19Q036 EPS ELECTRICAL ACCEPTANCE TEST  
PROPOSAL FOR THE ASHTON COMPANY FOR PIMA  
COUNTY WASTEWATER TRES RIOS WATER RECLAMATION  
FACILITY NUTRIENT RECOVERY PROJECT (3BBUMP)  
PCRWRD PROJECT NO. C-430 PER SHEET 64-E-010  
PROJECT NUMBER 10117140**

**FOR;**

***Patty Bitnar***

Electrical Estimator

**THE ASHTON COMPANY, INC.**

***Contractors & Engineers***

**2727 S. Country Club Rd.**

**Tucson, AZ 85713**

**Office: (520) 624-5500**

**Direct: (520) 505-3561**

**Cell: (520) 909-4436**

**Email: [PBitnar@ashtoncoinc.com](mailto:PBitnar@ashtoncoinc.com)**

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# **ELECTRIC POWER SYSTEMS** TESTING & ENGINEERING SERVICES

1230 N Hobson St. Suite 101 Gilbert, AZ 85233 • Phone 480/633-1490 • Fax 480/633-7092

Please feel free to contact me to schedule this work or if you have any questions.

Respectfully Submitted,  
Louis Gilbert  
Branch Manager, EPS- AZ

**ELECTRIC POWER SYSTEMS**

TESTING & ENGINEERING SERVICES

1230 N. Hobson St.  
Suite #101  
Gilbert, AZ 85233  
Mobile: 480-213-2881  
Office: 480-633-1490  
Fax: 480-633-7092  
[l.gilbert@epsii.com](mailto:l.gilbert@epsii.com)



**PHX19Q036 EPS ELECTRICAL ACCEPTANCE TEST PROPOSAL FOR THE ASHTON COMPANY FOR PIMA COUNTY WASTEWATER TRES RIOS WATER RECLAMATION FACILITY NUTRIENT RECOVERY PROJECT (3BBUMP) PCRWRD PROJECT NO. C-430 PER SHEET 64-E-010 PROJECT NUMBER 10117140**

Scope FOR EQUIPMENT BELOW PER SHEET 64-E-010 PROJECT NUMBER 10117140	Qty.
GND TESTS; INCLUDES 3 PT FOP IEEE81 AND 2 PT GND TESTS	1
MCC INSPECTION MEGGER 100 VDC; DLRO ENTIRE BUS LOW AMPS	1
CIRCUIT BREAKERS=699 AT W KIRK KEY; PRIMARY INJECTION TESTS, MEGGER, DLRO CONTACTS; INSURE KIRK KEY WORKS	2
DRY TRANSFORMERS, SMALL<=45 KVA UNITS SHOULD BE MOUNTED AND GROUNDED BUT POWER LEADS PRIMARY AND SECONDARY HANGING	2

**EPS PRICE; \$3,405.00**

**ADDERS FOR ACCEPTANCE TEST ONLY; USUALLY THESE TESTS ARE WAIVED FOR MANF REP AND/OR EC PERFORMING**

1. **IR SCAN; EACH SCAN; \$1,500.00 EACH ASSUMES UP TO 2 DAYS ON SITE; EC WILL HAVE TO REMOVE AND INSTALL PANELS; EPS CAN ASSIST W BLAST SUIT**
2. **LV CABLES; MEGGER/CONTINUITY INSPECTION--- exposed power cable No. 4 and larger for: ADDER; \$13 SETS; \$1,300.00—USUALLY PERFORMED BY EC**
3. **2 METERS TESTED TO COMMISSIONING SPECIFICATION: EPS PRICE \$850.00**
4. **PI MOTORS; QTY-9; EPS PRICE ADDER: \$1,200.00**
5. **PSM POWER STUDY TO SPECIFICATION; EPS PRICE \$2,500.00**

**Option adders:**

1. **EPS PRICE ADDER; \$11,980.00  
FOR EPS COMMISSIONING ENGINEER; EPS COMMISSIONING DOCUMENTATION, EPS PE REVIEW;  
EPS TESTS FOR ALL IN THIS DOCUMENT;  
SECTION 26 08 00 COMMISSIONING OF ELECTRICAL SYSTEMS—ALL IN THIS SPECIFICATION  
EXCEPT FOR ABOVE ACCEPTANCE TEST ITEMS; PRICED AS OPTION BECAUSE SOMETIMES  
OWNER OR EC HIRES A SEPARATE COMPANY TO DO THE COMMISSIONING; EPS PRICE ADDED  
FOR ALL IN THIS SPECIFICATION AND COMMISSIONING ENG- CHECKOUT AND STARTUP**

ALSO INCLUDES THERMOGRAPHIC SURVEY PANELBOARDS INSPECTION Electrical Tests for Conductors No. 4 and Larger, METERING IN SHORT ALL IN THE ATTACHED COMMISSIONING SPECIFICATION; THE REASON THIS IS AN ADD OPTION IS THAT MOST JOBS EPS DOES THE ACCEPTANCE TESTS ONLY AS PRICED ABOVE; AND YES SOME OF THOSE ACCEPTANCE TESTS ARE INCLUDED IN THIS COMMISSIONING SPECIFICATION, HOWEVER, EPS CAN DO ALL THE DUTIES AND HAVE A PE REVIEW INCLUDED

2. **EPS provides GENERATOR for test power: \$500.00**
3. **EPS Arc Flash Study: \$2,900.0**

#### EPS Terms & Responsibilities

1. EPS will provide qualified personnel to perform testing activities **including a Certified NETA Level 3 Field Supervisor**. Personnel shall be current with OSHA, First aid, CPR, NFPA70E training.
2. EPS will develop a Safe Work Plan for work performed.
3. EPS shall hold daily Pre-job meetings at the start of shift.
4. All test equipment supplied by EPS shall be within calibration and not past its due date.
5. EPS will supply Certificates of Calibration for each piece of equipment used on this project.

#### Electric Power System Responsibilities:

- EPS will provide the necessary field service engineers, technicians, tool, materials and test equipment to complete the safe inspection and testing of the equipment.
- EPS will provide all safety equipment and documentation as necessary for this project.
- EPS will provide a full report to include scope of work, all test date, any problems, and recommendations.

#### Customer Responsibilities (but not limited to):

- Make all scheduled equipment to be tested available upon arrival of EPS personnel.
- Provide equipment submittals to EPS 3 days before testing starts; or provide EPS with PICS of nameplate of equipment to be tested.
- Coordinate with EPS lead personnel to set the priority of what order the equipment is to be worked on.
- Provide a time prior to project to allow EPS lead personnel to walk the project site and finalize project schedule (if needed)

#### Documentation

1. EPS will prepare a testing plan including detailed checklists, data sheets, and test schedule for the testing of the equipment listed within this proposal.
2. EPS will make available for review the test datasheets for owner approval.
3. At the completion of our job, we will issue 2 copies of the certified test report containing the following:
  - Summary of project
  - Description of equipment tested
  - Description of test
  - Test results
  - Conclusions and recommendations
  - Appendix, including appropriate test forms
  - Identification of test equipment used

#### Clarifications

1. Price assumes working up to **8 hours/day Monday- Sunday**. If changes to the testing schedule is required due to delays not in EPS control or change of in-service date, then additional charges will apply for each overtime hour and will be charged at the applicable rates.
2. **Price assumes mobilizations up to qty-1;** to complete the workload. If additional mobilizations are required then the mobilization time will be charged as an extra based upon the applicable rates.
3. Pricing assumes electrical equipment is in a "disconnected" state allowing for testing. Time incurred to disconnect/reconnect cabling to test equipment will be considered an extra and charged per our current rates.
4. Delay time/standby charges will be invoiced as an extra per the provided rates; any delays >30 minutes per day total. Please note: EPS moving equipment; or waiting for power is considered delay time.
5. Additional testing requirements outside of those listed will be considered an extra and charged per our published rates.

6. Electric Power Systems does not accept liability for; nor agrees to the terms of; any "liquidated damages clause" associated with this project and/or contract.
7. All physical installation and removal work is by others. Direction of labor force to remove/install wires by others.
8. If extra work beyond scope is needed because unit fails tests; or further investigation is needed because of a failed test- EPS would ask EC Job Site Lead for permission to do this required extra work on Contract T & M basis, EPS would need a signature from EC job site lead before work commences; and when finished agreement on MH spent on the extra work. Then the T & M MH would be billed extra in accordance with EC contract Rates.
9. EPS base price includes 2 MH set up time; if more than that total; EPS would send in Change Order Request for added set up time.
10. Includes EPS installing all settings to Provided Coordination Study 1 time at end of job---this actually saves time and inadvertent trip because usually Coordination Study goes through several revisions; also this "AUDIT" of all settings is crucial to the electrical distribution system protection and can insure there is SELECTIVE coordination if there is a trip, for example; 1 circuit breaker correctly trips downstream from MAIN circuit Bkr instead of Main Circuit BKR tripping for all downstream faults and knocking power off entire facility.

**Electric Power System Responsibilities:**

- EPS will provide all safety equipment and documentation as necessary for this project.
- EPS will provide the following safety items:
  - Perform Onsite Job Hazard Analysis prior to commencing any site activities
  - Coordinate with customer to perform Lock Out/Tag Out (LOTO) activities
  - Perform equipment inspections as required
  - Report any items that are believed to have a potential for an unsafe condition
- EPS will provide a full report to include scope of work, all test data, any problems, and recommendations. Report will be completed in about (01) week after the project.
- 1 Mobilization to site is included, assume can work entire scope of project till finished once we commence testing. Additional mobilizations if required, would result in a change order.

**Customer Responsibilities (but not limited to):**

- Make all scheduled equipment to be tested available upon arrival of EPS personnel.
- Coordinate with EPS lead personnel to set the priority of what order the equipment is to be worked on.
- Provide up to date documents listing all protective device settings, any necessary electrical drawings, manufacturer's instruction manuals, and a source of test power as required. If drawings and settings are not available, EPS can update one-line drawings and perform a coordination study for an additional fee. (If applicable).
- Arrange and pay for any utility outages that may be required to de-energize equipment to be tested.
- On-Site shall perform all switching required to de-energize the equipment to be tested. If EPS is required to perform switching must submit a signed Switching Agreement relieving EPS of any and all liability associated with such switching activity.
- Provide a time per project to allow EPS lead personnel to walk the project site and finalize project schedule (if needed)
- Provide electronic relay settings files to EPS at least 1 week prior to mobilization, if possible.
- Need 20 KW Generator on site 1 day; 230-240 VAC; if not supplied EPS would append PO.

**Taxes:**

- Taxes are NOT included in the base price, if incurred the cost will be passed to the customer.

**Payment Terms are offered:**

- Net 30 form invoice receipt.

**Notes:**

- Travel and Living expense are included in this quote. (If applicable)
- Price based on working consecutive, weekday hours with (1) mobilization. Additional mobilizations or delays not the fault of EPS will be billed as an extra.

- On all purchase orders please reference Electric Power Systems quote number at the top right-hand corner of the first page.
- EPS will also include Terms & Conditions.

EPS has been successfully providing electrical testing and engineering services for over thirty years. As a full member of the InterNational Electrical Testing Association (NETA), EPS is committed to providing the highest level of testing and engineering services in the area.

Prices based on completing work during normal business hours Monday through Saturday up to 10 hours per day included in base proposal price. Sunday work would require a price change. Prices include all consumable material, travel and expenses. Proposal price includes per NETA, Level 3 Field Supervision. Proposal price includes formal Test Plan Submittal at least 1 week prior to start for electrical contractor approval. Proposal price includes full Test Report within 10 business days of completion of project. Price assumes all equipment is ready to test. The project costs are effective for a period of 6 months from date of proposal. A written purchase authorization must be received prior to the start of work. Invoices will be sent upon completion of the project. Notwithstanding anything contained in any agreement between the parties, Electric Power Systems International shall not be subject to any liquidated damages under this agreement.

**Please note: Any subcontract/ PO between EPS and EC includes all Portions of this EPS Proposal.**

**QUOTATION**

**Project Name:** Tres Rios WRF  
**Project Location:** Tucson, AZ  
**Customer Name:** The Ashton Company, Inc.  
**Attn To:** Patty Bitnar  
**Phone:** (520) 624-5500

**Quote Number:** Q-00013510  
**Quoted Date:** 2/06/2019  
**Quoted By:** John Suor

ITEM	QTY	DESCRIPTION	PRICE EACH	EXT PRICE
1	1.00	612 PRECAST CONCRETE PULL BOX INCLUDES: - 6'x12" Base with sump pan, pulling irons, duct entrances, and ground rod holes. - Coverslab with (1ea.) 36" access hole. - (1ea.) 30" Standard Frame and Cover Set EXCLUDES: Any additional items or services not specifically included in this line item. Ship Code: <b>DELIVERED &amp; SET</b>	\$5,700.00	\$5,700.00

**GRAND TOTAL: \$5,700.00**

Includes: Please allow minimum 72 hours from request for delivery to receipt of goods. This is in addition to the time required for manufacturing of the product, which will be determined upon receipt of purchase order. If the material is loaded and subsequently cancelled by the customer, a minimum restocking fee of \$300.00 will apply to each load.

\_\_\_\_\_  
BY CUSTOMER**John Suor**\_\_\_\_\_  
BY JENSEN PRECAST\_\_\_\_\_  
CUSTOMER PO**CONTACT INFORMATION**

Email: jsuor@jensenprecast.com  
Phone: +1 (520) 719-6125

ALL ORDERS ARE SUBJECT TO CREDIT APPROVAL AND ACCEPTANCE BY SELLER.

QUOTED PRICES DO NOT INCLUDE SALES TAX ON PRECAST ITEMS.

A 3% CREDIT CARD SERVICE FEE MAY BE ADDED FOR ALL CREDIT CARD PAYMENTS.

DELIVERY TRIPS, SETTING TIME, OR MATERIALS NOT NOTED ABOVE WILL BE BILLED ACCORDINGLY.

OFFER TO SELL SUBJECT TO JENSEN PRECAST'S COMPANY POLICIES, TERMS AND CONDITIONS.

PLEASE REFER TO <https://www.jensenprecast.com/legal/Terms-And-Conditions-Tucson.pdf> FOR COMPLETE TERMS AND CONDITIONS WHICH ARE HEREBY



## ORDERING INSTRUCTIONS

Please refer to the quotation number and date on all orders. Indicate desired delivery dates, quantities and item priority if applicable. Please contact our office for delivery schedules. Delivery lead-time will be estimated upon receipt of order, and is based on actual demand at that time. Any dates discussed prior to order are non-binding estimates. Orders for non-standard products should be accompanied by specifications, and blue prints or scale drawings. Notify us as soon as possible to insure prompt delivery.

## SHIPPING POLICY

1. Jensen Precast accepts responsibility for proper installation and assembly of its products when installed or supervised by its authorized representative. Any product handled, moved, or installed by others, nullifies the responsibility of Jensen Precast.
2. The customer will be prepared to receive products at the specified delivery time. Excessive unloading or stand-by time, resetting or re-delivery not caused by Jensen Precast will be charged at the hourly rate for the equipment involved.
3. The customer will be solely responsible for the following:
  - A. Finish grade, leveling, and position of product.
  - B. Grouting, and/or sealing of vault sections, grade rings, risers, frames and covers, pipes, etc.
  - C. Excavation, bedding, shoring, backfilling, compacting and grading.
  - D. Water and/or flotation control.
  - E. Setting and adjusting ladders, racking, grates or other hardware.
  - F. All other site work not specifically referred to.
4. Equipment belonging to the company cannot be left at any jobsite for the purpose of unloading or setting by others unless previously agreed to in writing between Jensen Precast and the customer.
5. Carriers are responsible for goods lost or damaged in transit. Damages or shortages should be indicated on the carrier's delivery receipt and any claims should be made in writing directly to the carrier.
6. All products are to be delivered in the number of trips specified. Charges will be added for additional trips.

## COMPANY POLICIES TERMS AND CONDITIONS

THE POLICY TERMS AND CONDITIONS, DELINEATED HEREIN SHALL APPLY TO ALL QUOTATIONS, OR OFFERS TO SELL

1. Goods To Be Provided: Jensen Enterprises, Inc. dba Jensen Precast ("Jensen Precast") agrees to sell to Customer, on the terms and conditions stated herein, the materials and related items (the "goods") identified in Jensen Precast's quotation to Customer. Customer is solely responsible for determining whether the goods listed are the correct types and/or sufficient in number to meet Customer's needs and/or requirements. Jensen Precast's offer to sell is based on customer approval of Jensen Precast standard product drawings or submittals, and not in accordance with any plans and specifications, unless agreed to in writing by a duly authorized representative of Jensen Precast.
2. No Additional Terms Of Sale: Customer's acceptance of Jensen Precast's quotation is limited to these Terms and Conditions of Sale. Any new or different terms or conditions stated or proposed by Customer in its acceptance of Jensen Precast's quotation or in any accompanying or related purchase order or other document are hereby rejected by Jensen Precast and shall not be binding upon Jensen Precast. The entire contract is embodied in this writing. This writing constitutes the final expression of the parties' agreement, and it is a complete and exclusive statement of the terms of that agreement.
3. Payment Terms: Jensen Precast may require payment in full prior to manufacture or shipment of any goods. If Jensen Precast agrees to provide materials on a "Cash on Delivery" basis, payment in full is due upon arrival of Jensen Precast's equipment, prior to setting of product or unloading of trucks. Credit sales will be made only after receipt of a signed Jensen Precast credit application and written credit approval by Jensen Precast's credit manager. On all credit sales, payment in full is due within 30 days after Customer's receipt of materials or services. Customer agrees to pay a service charge of 1.5% per month on all invoices not paid when due. At its option, Jensen Precast may decline to make delivery or shipment to Customer if any invoice remains past due. Customer waives and releases any claim against Jensen Precast for loss or damage allegedly sustained by Customer as a result of Jensen Precast's refusal to make delivery or shipment under such circumstances. All payments shall be made in U.S. dollars and, unless otherwise designated by Jensen Precast in writing, shall be sent to Jensen Precast's Corporate Office, 825 Steneri Way, Sparks, NV 89431.
4. Price: The price(s) stated in Jensen Precast's quotation to Customer are firm for 30 days. The prices stated in Jensen Precast's quotation are subject to sales and use tax in accordance with Section 425061 of the Arizona Revised Statutes and Title 15, Chapter 5 of the Arizona Administrative Code. Customer shall reimburse Jensen Precast for all sales and use taxes imposed upon: (a) the sale of the goods; and/or, (b) the use of any materials consumed by Jensen Precast; and/or, (c) the sale of any fixtures or equipment incident to this contract. Prices are subject to delivery charges unless quoted as delivered (see shipping code definitions on quotation). Jensen Precast reserves the right to increase the cost of delivery or shipment if Customer increases mileage or number of trucks specified in the original quotation. Prices quoted are based on quantities indicated, and on customer acceptance of the entire quote. Jensen Precast reserves the right to accept or reject partial orders.



5. Time For Performance: Jensen Precast will endeavor to meet any reasonable shipping date(s) requested by Customer. However, Jensen Precast does not guarantee that the goods will be furnished by any particular date. All shipping dates stated or indicated are estimates only and are based upon conditions known at the time the dates were stated or indicated. Jensen Precast shall not in any event be liable for any loss or damage sustained by Customer on account of failure to meet any delivery or shipping date.

6. Delivery: Customer or its designated representative shall be prepared to unload, receive, and accept the goods at the time specified on the order. Customer shall provide assistance in delivering the goods, including but not limited to assisting in backing and directing Jensen Precast's truck at the delivery site, providing access to the delivery site that is acceptable to Jensen Precast, and providing a setting location for the truck, crane or other delivery equipment that is acceptable to Jensen Precast. Jensen Precast shall not be liable for any property damage arising from or related to delivery of the goods, including without limitation damage to sidewalks, curbs, fences, valves, conduit, pipes, concrete, asphalt, lawns, trees, or landscaping. All excessive unloading or stand-by time, resetting or re-delivery will be charged for at the current hourly or mileage rates of the equipment involved. If for any reason Jensen Precast cannot set the goods at the time of delivery, Customer shall be responsible for setting the goods by other means, at no cost to Jensen Precast.

7. Customer Responsibilities: The Customer or its designated representative shall be solely responsible for accomplishing the following:

- a. Finish grade, leveling and position of the goods.
- b. Grouting and/or sealing of vault sections, grade rings, risers, frames, covers, pipes or similar structures, unless a duly authorized representative of Jensen Precast has stated in writing that Jensen Precast will perform installation and sealing of the goods.
- c. Excavation, bedding, shoring, backfilling, compacting and grading.
- d. Water and/or flotation control.
- e. Setting and adjusting ladders, racking, grates or other hardware.
- f. Providing a one- or two-person ground crew to assist the Jensen Precast crane operator.
- g. All other site work not specified above.

8. Returns: The goods shall not be returned for credit without prior written authorization and approval by a duly authorized representative of Jensen Precast. A minimum handling charge of 15% plus actual shipping or delivery costs shall be made on all goods returned to compensate for costs of accounting, reconditioning, restocking and delivery, except when due to fault or error of Jensen Precast. No credits shall be allowed on used, damaged, custom, specially ordered or specially manufactured goods. Customer shall bear the cost of any labor, damage or transportation associated with return of the goods.

9. Equipment: Unless otherwise agreed to in a writing signed by a duly authorized representative of Jensen Precast, equipment belonging to Jensen Precast cannot be left at any job site for the purpose of unloading or setting by others.

10. Project Information: Customer agrees to furnish to Jensen Precast promptly upon request all project information necessary for Jensen Precast to perfect or provide notice of its mechanic's lien, stop notice, and/or payment bond rights.

11. Force Majeure: Jensen Precast will not be liable for any delay or for failure to perform its obligations hereunder resulting from any cause beyond Jensen Precast's reasonable control including, but not limited to: Customer's failure to timely supply Jensen Precast with necessary data or specifications; any changes in such data or specifications at Customer's request; fires; explosions; floods; acts of God; epidemics; quarantine; embargoes; strikes; work stoppages or slowdowns or other industrial disputes; accidents; riots or civil disturbances; acts of civil or military authorities; inability to obtain any license or consent necessary in respect of any the goods; inability to obtain equipment, materials, labor, fuel or supplies; and delay by suppliers or material shortages.

12. Limited Warranty: For a period of one year from the date of shipment or delivery to Customer, Jensen Precast warrants all of the goods which it has manufactured to be free of material defects. If any such goods are found to be materially defective during the warranty period, Jensen Precast agrees to, in its sole discretion, repair or replace the defective goods without charge to Customer. Customer's remedy with respect to such goods is limited to repair or replacement. For goods not manufactured by Jensen Precast, Customer agrees to accept as its sole remedy the warranty, if any, offered by the manufacturer or manufacturers of such goods. **AS TO ALL GOODS SOLD BY JENSEN PRECAST TO CUSTOMER, THE WARRANTY DESCRIBED IN THIS PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. JENSEN PRECAST SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR LIQUIDATED DAMAGES OF ANY KIND, WHETHER THE CUSTOMER'S CLAIM IS BASED UPON CONTRACT, TORT OR ANY OTHER LEGAL THEORY.**

13. Indemnity: Customer is solely responsible for the selection, installation, and use of the goods. Therefore, to the fullest extent permitted by law, Customer agrees to defend and indemnify Jensen Precast from and against any claim for loss or damage, including attorneys' fees and experts' or consultants' fees, arising from or relating to such selection, installation, and use. This indemnity applies regardless of any active and/or passive negligent act or omission on the part of Jensen Precast or its employees; provided, however, Customer shall not be obligated to indemnify Jensen Precast for the sole negligence or willful misconduct of Jensen Precast or its employees.

14. Risk of Loss: The risk of loss shall pass to Customer based on the applicable shipping code:

- a. "Delivered and Set": Risk of loss shall pass to Customer when Jensen Precast's delivery truck has unloaded the product.
- b. "Delivered - F.O.B. Truck": Risk of loss shall pass to Customer when Jensen Precast's delivery truck arrives at Customer's jobsite.
- c. "Delivered and offloaded": Risk of loss shall pass to Customer when Jensen Precast's delivery truck arrives at Customer's jobsite.

d. "F.O.B. Jensen Precast Yard": Risk of loss shall pass upon tender of delivery of the goods to a common carrier or Customer's truck. Buyer shall procure and maintain insurance on the goods sufficient to protect its interests.

15. Dispute Resolution: All disputes arising from or relating to these Terms and Conditions of Sale and/or the furnishing of any goods by Jensen Precast to Customer shall be heard and decided exclusively in a State or Federal Court located in the state of Arizona. These Terms and Conditions of Sale shall be construed and enforced in accordance with the laws of the State of Arizona. In any legal proceedings, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

16. Submittals and Tests: Jensen Precast reserves the right to charge customers for the cost of submittals, engineering or tests that are in addition to those customarily provided.

17. Custom Products: Jensen Precast will charge customer for any work completed at the time of cancellation of a custom or special order. All custom orders will be invoiced to customer if not released for delivery within 30 days past estimated date of delivery.

18. Storage Fees: For every month beyond the requested manufacture date that the product remains in Jensen Precast's possession, a fee of 1% per month of total sale price of product will be added to the invoice total due upon final delivery/pick up.

19. Invoice Date: Customer will be invoiced for product at either, date of delivery or 60 days past date of originally requested delivery/pick up date.

## **SHIPPING CODE DEFINITIONS**

### **Code #1 - DELIVERED AND SET**

Quoted prices include product delivery and setting with our boom truck subject to the following provisions:

1. Jensen Precast will provide driver/crane operator services only using Jensen Precast's boom truck.
2. Customer will be solely responsible for all other site work associated with setting and installing this product unless specifically referred to in writing.
3. Most products require assistance from the customer in setting (generally one or two laborers). Contact Jensen Precast for the specific requirements of each product.
4. The customer will provide a properly prepared, sized and graded, excavation. Access and setting location for our boom truck must be acceptable to our driver or representative.
5. Since site conditions, products, and delivery equipment vary, the logistics must be considered to determine the best approach for setting the product. Attention must be given to the variables of the set, including:

- a. Capacity of the Jensen Precast boom truck and truck crane to be used.
- b. The maximum product weight relative to the setting distance from the center of the crane to the center of the excavation cannot exceed the boom truck rated capacity.
- c. The route to the setting location must be accessible for the boom truck without towing or pushing.
- d. The type of terrain, site slope, and ground conditions for outrigger footings, at the setting location.
- e. Overhead restrictions and other physical constraints.

6. Any or all of the above could prevent Jensen Precast from setting the product. In cases where Jensen Precast cannot set the product, we will off load the product in accordance with shipping code definition #3 herein.

NOTE: If for any reason Jensen Precast cannot set the product, Jensen Precast will not be responsible, or charged, for setting by any other means.

**Code #2 - DELIVERED - F.O.B. TRUCK:**

Quoted prices include product delivery to the job site only; "Free On Board" the truck. Generally, this would be a flatbed truck without a crane or other unloading equipment subject to the following provisions:

1. The company will provide driver services only and the customer will supply means of unloading and setting products.

**Code #3 - DELIVERED AND OFFLOADED:**

Quoted prices include product delivery to the job site and unloaded from our truck subject to the following provisions:

1. Jensen Precast will provide driver services and a means of unloading products.
2. The customer will provide an acceptable location for unloading and storing products, and the means for setting the product in the permanent location.

**Code #4 - F.O.B. - JENSEN PRECAST YARD**

Quoted prices include product loading on customer or common carrier trucks in the yard subject to the following provisions:

1. Customer will be responsible for any additional charges, including charges for freight, shipping, delivery and setting.

2 Customer or common carrier will be responsible for tie down, dunnage, pallets, etc., unless specifically referred to.

3 Yard location will be addressed in section one of the quotation.

**Code #5 - OTHER AS SPECIFIED**

If not specified in section one of this quotation, please consult our office for more specific information or written clarification.

**Code A - DELIVERED IN FULL TRUCK QUANTITIES OR A COMBINED SHIPMENT:**

Quoted prices include delivery and/or setting as delineated above in codes 1, 2 or 3:

- 1 Delivered in combination with other products in the quotation.
- 2 Delivered when Jensen Precast is otherwise on the jobsite.
- 3 Delivered in full truckload quantities.

**Code B- Delivery Pre-Attached**

Quoted prices include item pre-attached or installed on an item that is also being delivered.

**Code C- Assembled and Sealed**

Jensen Precast will provide delivery as specified in the quote per codes 1-5 above, and will additionally provide assembly and sealing of the structural components of the vault or tank. Customer will be responsible for installing and sealing grade rings, rings and covers, and any other installation or site work required.



350 SMC DRIVE  
SOMERSET, WI 54025  
PH: (715) 247-3433  
FAX: (715) 247-3438  
[www.schwingbioset.com](http://www.schwingbioset.com)

March 20, 2019

HDR Engineering  
3200 East Camelback Road, Suite 350  
Phoenix, AZ 85018-2311

Attention: Gary Binger

Reference: Pima County / Tres Rios WRF  
Digestate Nutrient Sequestration Project  
Your Purchase Order No. 10105996-SCHBIO-001  
SBI Scope Letter 2018004 Rev 4 dated July 2nd, 2018

Subject: Struvite Management Re-Submittal

Dear Mr. Gary Binger,

Enclosed, please find our approval submittal for the Schwing Bioset supplied equipment for the Digestate Nutrient Sequestration Project.

With the following deviations and / or clarifications requested.

1. Due to the timing of the pre-final/final contract drawings and specifications we ask that you help accommodate us by checking any changes that you might have been made late in the process. We have went through countless hours to accommodate the specifications and meetings prior to this submittal.
2. Electrical control panel enclosures are submitted as steel NEMA3R/12 304 SS enclosures for indoor conditioned spaces.
3. PLC system is submitted as Control Logix as stated in specification.
4. OIT display is submitted as Panelview 1000 as stated in proposal.
5. VFD controls have local control stations and are submitted as discrete and analog controlled devices.
6. pH probe and data processor are Endress Hauser CM448R per discussion with customer.
7. As discussed in previous meetings we are taking exception to the Wonderware HMI specification.
8. See attached recommended piping material.
9. See attached Eaton VFD specification.

**Costs associated with 100% drawings, specifications and meetings**

**Item #1 (updated sensor type)**

1. Change Level and Foam indication to E & H FMP52 level instrument.
  - A. (5) required for (3) vessels, ((2) per stripper vessels and (1) per reactor)
  - B. Deduct existing level sensor
  - C. Deduct Item #1 price change \$4,050 from Jan. 11<sup>th</sup>, 2019 Change order.

**Total price change \$21,450**

**Item #2 (Updated Quantities of meters)**

1. Change the Flow Meters to ABB. Add additional Flow meters.
  - A. (4) ABB 4" WaterMaster FEW325 Electromagnetic Flowmeter
  - B. (1) ABB 6" WaterMaster FEW325 Electromagnetic Flowmeter
  - C. Deduct (3) ProMag 50W Flow Transmitters
  - D. Deduct Item #4 price change \$5,100 from Jan. 11<sup>th</sup>, 2019 Change order.

**Total price change \$-300**

**Item #3 (updated qtys/type)**

1. Change/Add Valves to match comments, P & ID and 100% specification.
  - A. Add/Deduct valves specified on new piping layout
  - B. Pipe line size change.
  - C. Deduct originally supplied Schwing valves from quote.
  - D. Deduct Item (Valves) price change \$53,800 from Jan. 11<sup>th</sup>, 2019 Change order.

**Total price change \$-7,400**

**Item #4 (New)**

1. Valve remote hand stations
  - A. (4) Valve remote stations as specified in 100% specification.

**Total price change \$13,200**

**Item #5 (New)**

1. VFD Local Control Station
  - A. (8) VFD Local Control Stations. (2) CO2 pumps, (1) Reactor Pump, (2) Blowers, (1) Reactor mixer, (2) MGCL1 Pump

**Total price change \$17,900**

**Item #6 (New)**

1. Deduct Schwing supplied VFD's, Move to Motor Control Center.
  - A. (6) Schwing VFD's (2) 7.5hp CO2, (1) 30hp Reactor, (2) 50hp Blowers, (1) 3hp Reactor mixer

**Total price change \$-10,500**

**Item #7 (New)**

1. Switch from Compact Logix to Control Logix
  - A. Switch to Control Logix per 100% specification.
  - B. Deduct Compact Logix.

**Total price change \$39,400**

**Item #8 (New)**

1. Create Loop Drawings.
  - A. Loop drawings per 100% specification.

**Total price change \$18,000**

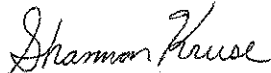
**Item #9 (New)**

1. Silo changes
  - A. Add additional pipe supports and nozzles per 100% specification.

**Total price change \$35,700 final drawing approval could adjust this cost.**

Please acknowledge by submitting a change order to the current Purchase Order to Schwing Bioiset. This change order does not change any of the Terms and Conditions previously agreed upon.

With Best Regards,  
Schwing Bioiset, Inc.



Shannon Kruse  
Project Manager  
715-406-4681



## INCREASE RIDER

To be attached to and form a part of Bond Number 30042798 in the amount of One Million Eight Hundred Sixty Five Thousand Six Hundred Eighty and 71/100 (\$1,865,680.71) Dollars issued by Western Surety Company on behalf of HDR Constructors, Inc. in favor of Pima County, Arizona.

It is understood and agreed that the bond described above is hereby modified to Increase bond amount:

<b>FROM:</b>	<u>One Million Eight Hundred Sixty Five Thousand Six Hundred Eighty and 71/100 (\$1,865,680.71) Dollars</u>
<b>TO:</b>	<u>Six Million Seven Hundred Seventy Eight Thousand Three Hundred Eighteen and 55/100 (\$6,778,318.55) Dollars</u>

It is further expressly understood and agreed that the aggregate liability of the company under said bond to the obligee herein mentioned shall not exceed the amount stated above. Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, agreements, conditions or limitations of the above mentioned bond, other than as above stated.

To be effective this 12th day of March, 2019.

Signed, Sealed, and dated this 21st day of March, 2019.

ATTEST:

Kerry Sappinen

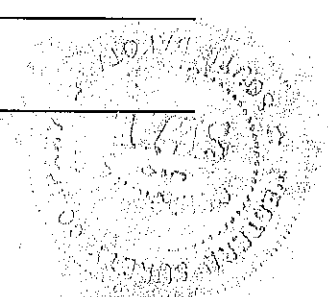
HDR Constructors, Inc.  
Principal  
DOUGLAS E. LISAK - PRESIDENT

ATTEST:

Rebecca S. Leal

Western Surety Company  
Surety

Rebecca S. Leal, Attorney-in-Fact



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Patrick T. Pribyl, Debra J. Scarborough, Mary T. Flanigan, Christy M. Braile, Jeffrey C. Carey, Charles R. Teter III, Laura M. Buhrmester, Evan D. Sizemore, Charissa D. Lecuyer, Rebecca S. Leal, C. Stephens Griggs, Tahitia M. Fry, Megan L. Burns-Hasty, Individually**

of Kansas City, MO, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 14th day of November, 2017.



WESTERN SURETY COMPANY

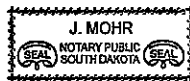
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 14th day of November, 2017, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 21st day of March, 2019.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

## INCREASE RIDER

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It is further expressly understood and agreed that the aggregate liability of the company under said bond to the obligee herein mentioned shall not exceed the amount stated above. Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, agreements, conditions or limitations of the above mentioned bond, other than as above stated.

To be effective this 12th day of March, 2019.

Signed, Sealed, and dated this 21st day of March, 2019.

ATTEST:

Nancy Supan

HDR Constructors, Inc.

Principal

DOUGLAS E. LISAK - PRESIDENT

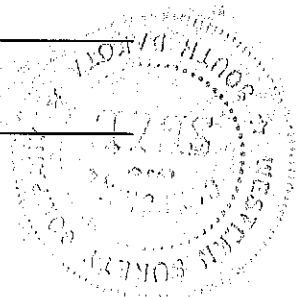
ATTEST:

Rebecca S. Leal

Western Surety Company

Surety

Rebecca S. Leal, Attorney-in-Fact



# Western Surety Company

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of Kansas City, MO, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 14th day of November, 2017.



WESTERN SURETY COMPANY

Paul T. Brufat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 14th day of November, 2017, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

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I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 21st day of March, 2019.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/21/2019

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

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

<b>PRODUCER</b> Willis Towers Watson Midwest, Inc. fka Willis of Minnesota, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA		<b>CONTACT NAME:</b> <b>PHONE (A/C No. Ext):</b> 1-877-945-7378 <b>E-MAIL ADDRESS:</b> certificates@willis.com <b>FAX (A/C No):</b> 1-888-467-2378															
<b>INSURED</b> HDR Constructors, Inc. 10450 Holmes Road, Suite 600 Kansas City, MO 64131		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A:</b> American Home Assurance Company</td> <td>19380</td> </tr> <tr> <td><b>INSURER B:</b></td> <td></td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> American Home Assurance Company	19380	<b>INSURER B:</b>		<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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**COVERAGES** **CERTIFICATE NUMBER:** W10534061 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Builders Risk	Y	Y	0134 618 45	09/04/2018	07/01/2020	Limit: \$6,778,319

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

Re: Tres Rios WRF Nutrient Recovery Project, Location: 7101 N. Casa Grande Highway, Tucson, AZ 85743.  
 Contract Value: \$6,778,319

## CERTIFICATE HOLDER

Pima County Regional Wastewater Reclamation Department  
 130 West Congress Street, 3rd Floor  
 Tucson, AZ 85701

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE



# **ADDITIONAL REMARKS SCHEDULE**

Page 2 of 2

<b>AGENCY</b> Willis Towers Watson Midwest, Inc. fka Willis of Minnesota, Inc.		<b>NAMED INSURED</b> HDR Constructors, Inc. 10450 Holmes Road, Suite 600 Kansas City, MO 64131	
<b>POLICY NUMBER</b> See Page 1		<b>EFFECTIVE DATE:</b> See Page 1	
<b>CARRIER</b> See Page 1	<b>NAIC CODE</b> See Page 1		

## **ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

For all Insured Projects\*, and then only as their respective interests may appear, all owners, all contractors and subcontractors of every tier, and tenants at the project location, are recognized as Additional Insureds hereunder. As respects architects, engineers, manufacturers and suppliers, their interest is limited to their site activities only.

Pima County Regional Wastewater Reclamation Department is included as Loss Payee on the Builder's Risk policy when required by written contract, executed prior to the loss.

Waiver of Subrogation is included on the Builder's Risk policy when required by written contract executed prior to the loss.





# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)  
01/16/2019

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

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

<b>PRODUCER</b> Willis Towers Watson Midwest, Inc. fka Willis of Minnesota, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> <b>PHONE (A/C No. Ext):</b> 1-877-945-7378 <b>FAX (A/C No.):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com																					
<b>INSURED</b> HDR Constructors, Inc. 1917 South 67th Street Omaha, NE 68106	<table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Liberty Mutual Fire Insurance Company</td><td>23035</td></tr><tr><td>INSURER B:</td><td>Liberty Insurance Corporation</td><td>42404</td></tr><tr><td>INSURER C:</td><td>Great American E &amp; S Insurance Company</td><td>37532</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Liberty Mutual Fire Insurance Company	23035	INSURER B:	Liberty Insurance Corporation	42404	INSURER C:	Great American E & S Insurance Company	37532	INSURER D:			INSURER E:			INSURER F:		
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**COVERAGES**

CERTIFICATE NUMBER: W9940942

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	TB2-641-444950-038	06/01/2018	06/01/2019	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> Contractual Liability						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:						PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<b>AUTOMOBILE LIABILITY</b>	Y	Y	AS2-641-444950-048	06/01/2018	06/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	Y	Y	TH7-641-444950-068	06/01/2018	06/01/2019	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	N/A	Y	WA7-64D-444950-018	06/01/2018	06/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Contractors Pollution Liability	Y		CSE E105888 02	01/16/2019	01/16/2020	Per Incident \$1,000,000
							Aggregate \$2,000,000

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

Re: Design-Build Services for Tres Rios WRF Nutrient Recovery Project (3BBUMP).

Certificate Holder is named as Additional Insured on General Liability, Automobile Liability and Umbrella Liability on a Primary, Non-contributory basis where required by written contract. Waiver of Subrogation applies on General Liability, Automobile Liability, Umbrella Liability and Workers Compensation where required by written contract. Umbrella policy Follows Form of the underlying General Liability, Automobile Liability, and Employers Liability.

**CERTIFICATE HOLDER****CANCELLATION**

<div>18-326</div> <p>Pima County Procurement Department Design &amp; Construction Div. 130 W Congress, 3rd floor Tucson, AZ 85701</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE <i>Alvira Pavelko</i></p>
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ACORD 25 (2016/03)

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SR ID: 17410458

BATCH: 1028090

**ADDITIONAL REMARKS SCHEDULE**

AGENCY Willis Towers Watson Midwest, Inc. fka Willis of Minnesota, Inc.		NAMED INSURED HDR Constructors, Inc. 1917 South 67th Street Omaha, NE 68106
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Additional Insureds and Waiver of Subrogation: Pima County, its departments, districts, boards, commissions, officers, officials, agents and employees.

Pima County, its departments, districts, boards, commissions, officers, officials, agents and employees are included as Additional Insureds as respects to Contractor's Pollution Liability.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Designated Location(s):**

**All locations owned by or rented to the Named Insured**

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

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Location 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 Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
  4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

**B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to operations at a single designated "location" 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 Location 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 Location General Aggregate Limit.

**D.** For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

**E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Designated Construction Project(s):**

**All construction projects not located at premises owned, leased or rented by a Named Insured**

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

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

**B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

**C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

**D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

**E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

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

However:

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

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

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

whichever is less.

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

## SCHEDULE

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
<b>Any person or organization with whom you have agreed, through written contract, agreement or permit to provide additional insured coverage.</b>	<b>Any location where you have agreed, through written contract, agreement or permit, to provide additional insured coverage</b>
<b>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</b>	



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

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

This endorsement modifies insurance provided under the following:

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

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
<b>Any person or organization to whom or to which you are required to provide additional insured status in a written contract, agreement or permit except where such contract or agreement is prohibited.</b>	<b>Any location where you have agreed, through written, contract, agreement or permit, to provide additional insured coverage for completed operations.</b>

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

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

However:

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

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

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

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

whichever is less.

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

Policy Number TB2-641-444950-038  
Issued by

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

**OTHER INSURANCE AMENDMENT – SCHEDULED ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

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

**Schedule**

**Person or Organization:** Where required by written contract.

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person or organization shown in the Schedule of this endorsement that qualifies as an additional insured on this policy, this policy will apply solely on the basis required by such written agreement and Paragraph 4. Other Insurance of Section IV - Conditions will not apply. If the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph 4. Other Insurance of Section IV - Conditions will govern. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

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

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

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 this endorsement.

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

### **SCHEDULE**

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

As required by written contract

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

Policy Number: AS2-641-444950-048  
Issued by: Liberty Mutual Fire Insurance Co.

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

**DESIGNATED INSURED - NONCONTRIBUTING**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIERS 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.

**Schedule**

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

Any person or organization where the Named Insured has agreed by written contract to include such person or organization

**Regarding Designated Contract or Project:**

Any

Each person or organization shown in the Schedule of this endorsement 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.

**The following is added to the Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

## **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**

<b>Name Of Person Or Organization: As required by written contract or agreement</b>
---

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.

**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.

### **SCHEDULE**

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

Any person or organization for whom you perform work under a written contract of the contract requires you to obtain this agreement from us but only if the contract is executed prior to the injury or damage occurring.

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.

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

Where required by contract or written agreement prior to loss.

Issued by:

For attachment to Policy No WA7-64D-444950-018  
\$

Effective Date 6/01/2018

Premium

Issued to:

Policy Number TB2-641-444950-038  
Issued by LIBERTY MUTUAL FIRE INSURANCE COMPANY

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

**NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART  
MOTOR CARRIER COVERAGE PART  
GARAGE COVERAGE PART  
TRUCKERS COVERAGE PART  
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART  
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per Schedule on File		30

- A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.



Policy Number AS2-641-444950-048  
Issued by LIBERTY MUTUAL FIRE INSURANCE COMPANY

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

**NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART  
MOTOR CARRIER COVERAGE PART  
GARAGE COVERAGE PART  
TRUCKERS COVERAGE PART  
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART  
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per Schedule on File		30

- A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

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

**NOTICE OF MATERIAL CHANGE**

We will not make changes that reduce the insurance afforded by this policy until written notice of such reduction has been delivered to those scheduled below at least 30 days before the effective date of the material change to the insurance afforded by this policy.

Our failure to provide notice under this endorsement will not affect the validity of the changes except as it relates to the person or organization listed below.

**NAME**

**ADDRESS**

Per Schedule on file.

In no event will the notification be less than the minimum days required for notification by state statute. Notification will be provided to all parties in a manner as required by state statute, if any.

This endorsement is executed by the Liberty Insurance Corporation

Premium:

Effective Date: 6/1/2018 Expiration Date: 6/1/2019

For attachment to Policy No: WA7-64D-444950-018

Countersigned by



Authorized Representative

End. Serial No.

NOTICE OF CANCELLATION TO THIRD  
PARTIES

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below by email as soon as practical after notifying the first Named Insured.
- B. This advance email notification of a pending cancellation of coverage is intended as a courtesy only.  
Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

SCHEDULE

Name of Other Person(s) / Organization(s):

Per Schedule on file with Company      30 Days

All other terms and conditions of this policy remain unchanged.

Issued by

For attachment to Policy No. WA7-64D-444950-018    Effective Date 6/01/2018    Premium \$

Issued to



**PROCUREMENT DEPARTMENT**

DESIGN & CONSTRUCTION DIVISION • 130 W. CONGRESS STREET, 3RD FLOOR • TUCSON, ARIZONA 85701-1317  
TELEPHONE (520) 724-3727 • FAX (520) 724-4434

INSURANCE CARRIER VERIFIES PIMA COUNTY IS NAMED AS ADDITIONAL INSURED TO THE COMPREHENSIVE COMMERCIAL GENERAL LIABILITY POLICY AND THE COMPREHENSIVE AUTOMOBILE LIABILITY POLICY REFERENCED BELOW, THE COUNTY BEING ADDED BY ENDORSEMENT TO THE POLICIES.

**HDR Constructors, Inc.**

Insured Firm

TB2-641-444950-038; AS2-641-444950-048

Policy Number

Liberty Mutual Fire Insurance Company

Insurance Carrier

A handwritten signature in dark ink, appearing to read "Colleen Millonig".

Authorized Carrier Signature

Colleen Millonig  
Printed Name

8/16/2018

Date of Signature

NOTE: This document must be included with Insurance Certificates at time of signing contract or renewing contract.