CITY CLERK
ORIGINAL

C-10849
05/10/2016

CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is entered into this 10 day of May, 20 , and is effective between the City of Glendale, an Arizona municipal corporation ("City"), and Sun Mechanical Contracting, Inc., an Arizona corporation authorized to do business in the State of Arizona ("Contractor").

RECITALS

A. City intends to undertake a project for the benefit of the public, with public funds, that is more fully set forth in **Exhibit A** attached ("Project");

B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project;

C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. Project.

1.1 Scope. Contractor will provide all services and material necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors, providers or consultants retained by City.

1.2 Project Team.

a. Project Manager. Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, to complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement.

b. Project Team.

(1) The Project Manager and all other employees assigned to the Project by Contractor will comprise the "Project Team."

(2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.

c. Sub-contractors.

(1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.

(2) Contractor will remain fully responsible for Sub-contractor's services.

(3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.

(4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. Schedule. The Project will be undertaken in a manner that ensures it is completed in a timely and efficient manner. The Project shall be completed in accordance with the schedule contained in Exhibit A.

3. Contractor's Work.

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services and materials for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and

b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.

(2) Contractor must notify City immediately if any Approval or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default of this Agreement.

3.3 Compliance.

a. Services and materials will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, or other standards and criteria designated by City.

b. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Coordination; Interaction.

a. If the City determines that the Project requires the coordination of professional services or other providers, Contractor will work in close consultation with City to proactively interact with any other contractors retained by City on the Project ("Coordinating Entities").

b. Subject to any limitations expressly stated in the budget, Contractor will meet to review the Project, schedules, budget, and in-progress work with Coordinating Entities and the City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

c. If the Project does not involve Coordinating Entities, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Hazardous Substances. Contractor is responsible for the appropriate handling, disposal of, and if necessary, any remediation and all losses and damages to the City, associated with the use, release or threat of release of any pollutant, contaminant or hazardous substances by Contractor in connection with completion of the Project.

3.6 Warranties. At any time within two years after completion of the Project, Contractor must, at Contractor's sole expense and within 20 days of written notice from the City, uncover, correct and remedy all defects in Contractor's work. City will accept a manufacturer's warranty on approved equipment.

3.7. Bonds. Upon execution of this Agreement, and if applicable, Contractor must furnish Payment and Performance Bonds as required under A.R.S. § 34-608.

4. Compensation for the Project.

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed **$45,811**, as specifically detailed in **Exhibit B** ("Compensation").

4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified by the City.

a. Adjustments to the Scope or Compensation require a written amendment to this Agreement and may require City Council approval.

b. Additional services which are outside the scope of the Project and not contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. Billings and Payment.

5.1 Applications.

a. Unless Exhibit B (Compensation) dictates otherwise, the Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.

b. The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 Payment.

a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.

b. Payment may be subject to or conditioned upon City's receipt of:

(1) Completed work generated by Contractor and its Sub-contractors; and

(2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.

b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

c. Contractor will provide, by separate cover, and concurrent with the execution of this Agreement, all required financial information to the City, including City of Glendale Transaction Privilege License and Federal Taxpayer identification numbers.

d. City will temporarily withhold Compensation amounts as required by A.R.S. § 34-221(C).

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

a. Contractor will be equitably compensated any services and materials furnished prior to receipt of the termination notice and for reasonable costs incurred.

b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with Project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages.

b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages more than $1,000,000 or the amount of this Agreement, whichever is greater.

7. Insurance.

For the duration of the term of this Agreement, Contractor shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Contractor, its agent(s), representative(s), employee(s) and any subcontractors.

7.1 **Minimum Scope and Limit of Insurance.** Coverage must be at least as broad as:

a. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **$1,000,000** per accident for bodily injury and property damage.

c. **Worker's Compensation**: Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **$1,000,000** per accident for bodily injury or disease.

7.2 **Other Insurance Provisions.** The insurance policies required by Section 7.1 above must contain, or be endorsed to contain the following insurance provisions:

a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Contractor or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's existing insurance policies, provide such endorsement is

at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.

b. For any claims related to this Project, the **Contractor's insurance coverage shall be primary insurance** as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

c. Each insurance policy required by the Section shall provide that coverage shall not be canceled, except after providing notice to the City.

7.3 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Contractor has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.

7.4 **Waiver of Subrogation. Contractor hereby agrees to waive its rights of subrogation which any insurer may acquire** from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agent(s) and subcontractor(s).

7.5 **Verification of Coverage**. Within 10 days of the Effective Date of this Agreement, Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language effecting the coverage required by this Agreement. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Contractor's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.

Contractor's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Contractor to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.

7.6 **Subcontractors**. Contractor shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.

7.7 **Special Risk or Circumstances**. The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Contractor, the Project or the insurer.

7.8 **Indemnification**.

a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (*i.e.*, a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.

b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

8. Immigration Law Compliance.

8.1 Contractor, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.

8.2 Any breach of warranty under subsection 8.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

8.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 8.1 above.

8.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 8.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.

8.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.

8.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.

8.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

9. Conflict. Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

10. Notices.

10.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

a. The Notice is in writing, and

b. Delivered in person or by private express overnight delivery service (delivery charges prepaid), certified or registered mail (return receipt requested).

c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

(1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier on or before 5:00 p.m.; or

(2) As of the next business day after receipt, if received after 5:00 p.m.

d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.

e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

10.2 Representatives.

a. Contractor. Contractor's representative ("Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Sun Mechanical Contracting, Inc.
c/o Jake Hunter
3951 W. Columbia Street
Tucson, AZ 85714

b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Ron Gouger
6210 W. Myrtle Avenue, Suite 111
Glendale, AZ 85301

With required copies to:

City of Glendale
City Manager
5850 West Glendale Avenue
Glendale, Arizona 85301

City of Glendale
City Attorney
5850 West Glendale Avenue
Glendale, Arizona 85301

c. Concurrent Notices.

(1) All notices to City's representative must be given concurrently to City Manager and City Attorney.

(2) A notice will not be considered to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

11. Financing Assignment. City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

12. Term. The term of this contract is one year, which shall commence on the Effective Date of this Agreement. This Agreement will terminate on the one-year anniversary of its Effective Date.

13. Entire Agreement; Survival; Counterparts; Signatures.

13.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

c. Any solicitation, addendums and responses submitted by the Contractor are incorporated fully into this Agreement as Exhibit A. Any inconsistency between Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

13.2 Interpretation.

a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

13.3 Survival. Except as specifically provided otherwise in this Agreement each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

13.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval.

13.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

13.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform to applicable law.

13.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

14. Dispute Resolution. Each claim, controversy and dispute ("Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.

15. Exhibits. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Compensation
Exhibit C	Dispute Resolution
Exhibit D	Section 3 Clause Applicability

(The remainder of this page left blank intentionally. Signatures appear on the following page.)

The parties enter into this Agreement as of the date shown above.

City of Glendale,
an Arizona municipal corporation

By: Kevin R. Phelps
Its: City Manager

ATTEST:

Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Sun Mechanical Contracting, Inc.,
an Arizona corporation

By: Jake Hunter
Its: Operations Manager

WOMEN-OWNED/MINORITY BUSINESS [ ] YES [ ] NO

EXHIBIT A
CONSTRUCTION AGREEMENT

PROJECT

[See attached]

SUN MECHANICAL CONTRACTING INC

Quote #16-S260

January 11, 2016

Mr. Scott Cabral
Crew Leader
City of Glendale
6210 W Myrtle Av. Suite #111
Glendale, AZ 85301

GLENDALE

Site: Foothills Recreation & Aquatics Center
5600 W Union Hills Dr.
Glendale, AZ 85308

RE: High Efficiency Water Heater Replacement(s)

3951 E. Columbia Street, Tucson, AZ 85714 520-790-3100 Fax 520-790-7736

PLUMBING PIPING HVAC SHEET METAL & FIRE PROTECTION

SUN MECHANICAL CONTRACTING INC

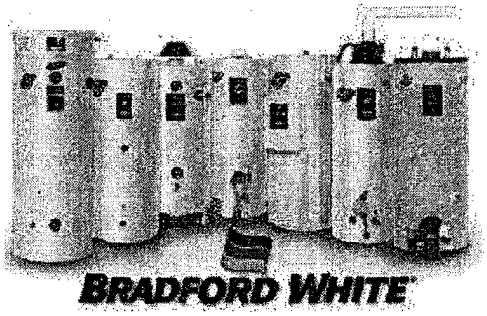
Quote #16-S260

EXISTING EQUIPMENT

Qty	Description	Manuf.	M/N	S/N
3	130 Gallon High Efficiency, Natural Gas Water Heater	A.O. Smith	BTH400A974	TBD

PROPOSED EQUIPMENT

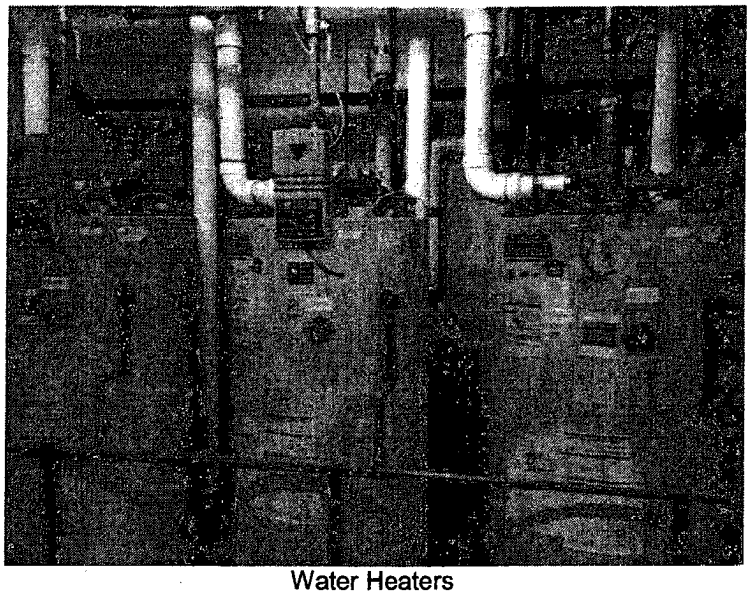
Qty	Description	Manuf.	M/N	S/N
3	100 Gallon High Efficiency, Natural Gas Water Heater	Bradford White	EF-100T-399	TBD



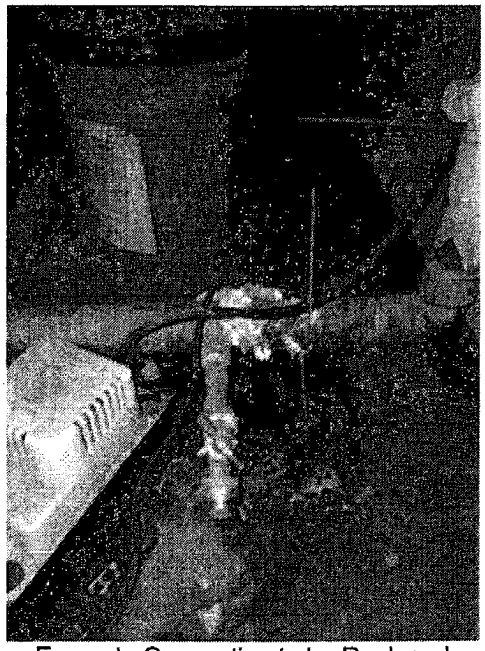
3951 E. Columbia Street Tucson, AZ 85714 520 790 3700 Fax 520-790 7736

SUN MECHANICAL CONTRACTING INC

Quote #16-S260



Water Heaters



Example Connection to be Replaced

3951 E. Columbia Street, Tucson, AZ 85714 520 790-3700 Fax 520 790-7736

SUN MECHANICAL CONTRACTING INC

Quote #16-S260

BRADFORD WHITE®
WATER HEATERS

Commercial eF Series® Ultra High Efficiency Gas Water Heater

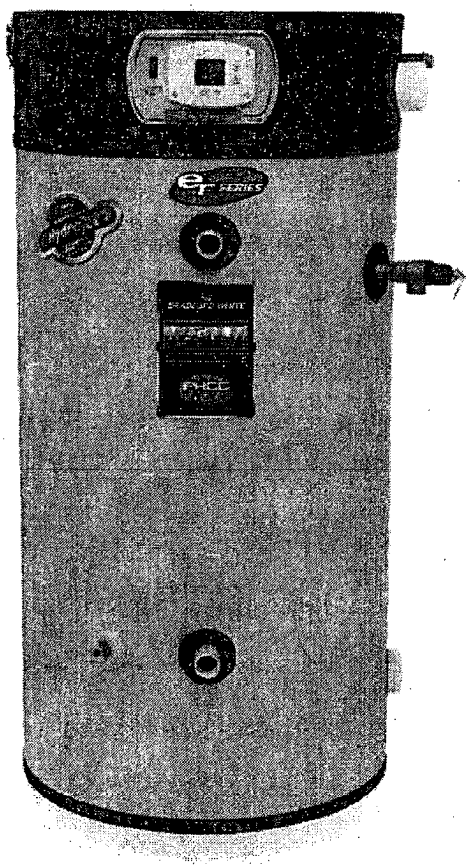


Photo is of
EF-60T-199E-3N

The eF Series® Models feature:

- **Thermal Efficiency up to 99.1%**—Ultra High Efficiency results in less fuel consumption and greater hot water recovery.
- **ICON HD™**—Intelligent proven design combines temperature control, diagnostic codes, and system ignition functions into a single control board with a digital LCD display.
- **ENERGY STAR® Models Available**—EF60T125 & EF100T (150,199,250,399) Models.
- **Factory Installed Hydrojet® Sediment Reduction System**—Cold water inlet sediment reducing device helps prevent sediment build up in the tank.
- **Direct Spark Ignition**—For improved operational dependability and durability.
- **Operation Mode**—Two different digitally displayed operation modes have the capability of adjusting the temperature setting up to 180°F (82°C), and adjusting the degree setting (°F to °C, or °C to °F).
- **Service Mode**—Eight different digitally displayed service screens can be easily cycled through by pressing the select button. There is the capability of adjusting the temperature setting up to 180°F (82°C), adjusting the degree setting (°F to °C, or °C to °F), locking the maximum temperature setting that can be adjusted in operation mode, displaying the temperature sensor reading, displaying the flame current, and displaying diagnostic codes.
- **Premix Power Burner**—A self compensating negative regulation system automatically increases or decreases fuel flow when a change in combustion air is detected. This provides the range for optimum combustion and efficiency (automatic high altitude compatibility).
- **Flexible Venting**—The eF Series® can vent vertically or horizontally with either 2", 3" or 4" PVC, CPVC or ABS (not approved for Canada) vent pipe, and is approved for direct vent closed combustion applications, or those applications that require inside air for combustion. Foam Core pipe is permitted on the entire venting system. The eF Series® is also approved for unbalanced venting, which means the air intake pipe doesn't have to be vented the same distance as the exhaust.
- **Ultra Quiet Operation.**
- **A Single Exhaust Pressure Switch.**
- **1" NPT Side Connections for Space Heating.**
- **Sanitizing Capability**—Temperature setting up to 180°F (82°C).
- **Complies with the latest ultra-low NOx requirement (14 ng/J NOx limit).**
- **ASME Code Available on All Models.**
- **NSF Construction Available.**
- **T&P Relief Valve**—Installed.
- **Low Restrictive Brass Drain Valve**—Durable tamper proof design.

FEATURING:

ICON HD

3 or 5-Year Limited Tank Warranties / 1-Year Limited Warranty on Component Parts.

For more information on warranty, please visit www.bradfordwhite.com

For products installed in USA, Canada and Puerto Rico. Some states do not allow limitations on warranties. See complete copy of the warranty included with the heater.

SUN MECHANICAL CONTRACTING INC

Quote #16-S260

Commercial Gas High Efficiency Water Heater

eF Series® Additional Equipment Features:

Three Pass Heat Exchanger System—The three pass Heat Exchanger system keeps the hot combustion gases moving at a high velocity. The combination of high turbulence and velocity causes an enormous rate of heat transfer into the water.

Submerged Combustion Chamber—Submerging the combustion chamber in the center of the water storage tank minimizes radiant heat loss and improves efficiency.

Zero Inch Clearance—The eFSeries® jacket is cool to the touch and is approved for zero inch clearance to combustibles for unsurpassed installation flexibility.

Vitraglas® Lining—Bradford White tanks are lined with an exclusively engineered enamel formula that provides superior tank protection from the highly corrosive effects of hot water. This formula (Vitraglas®) is fused to the steel surface by firing at a temperature of over 1600°F (871°C).

Magnesium Anode Rods—Each eF Series® model has multiple anodes to provide added protection against corrosion for long trouble-free service (EF100T399 has one powered anode rod and 2 magnesium anode rods).

Factory Installed Hydrojet® Sediment Reduction System—Cold water inlet sediment reducing device helps prevent sediment build up in tank.

Water Connections—Factory installed true dielectric waterway fittings extend water heater life and eases installation.

Hand Hole Cleanout—Allows inspection of tank interior and facilitates the removal of sediment deposits.

E.C.O.—A manual re-set Energy Cut Off (E.C.O) shuts off all gas in event of an overheat condition. The ECO is manually resettable.

Non-CFC Foam Insulation—Covers the sides and top of tank, reducing the amount of heat loss. This results in less energy consumption, improved operation efficiencies and jacket rigidity.

	EF-60T-125		EF-60T-150 EF-100T-150		EF-60T-199 EF-100T-199	
2" Vent Pipe	Power Direct Vent	Power Vent	Power Direct Vent	Power Vent	Power Direct Vent	Power Vent
Max. Intake Length	15 ft.	N/A	15 ft.	N/A	15 ft.	N/A
Max. Exhaust Length	15 ft.	30 ft.	15 ft.	30 ft.	15 ft.	30 ft.

	EF-60T-125 EF-100T-150		EF-60T-150 EF-100T-199		EF-60T-199 EF-100T-250		EF-100T-300		EF-100T-399	
3" Vent Pipe	Power Direct Vent	Power Vent	Power Direct Vent	Power Vent	Power Direct Vent	Power Vent	Power Direct Vent	Power Vent	Power Direct Vent	Power Vent
Max. Intake Length	60 ft.	N/A	50 ft.	N/A	40 ft.	N/A	30 ft.	N/A	25 ft.	N/A
Max. Exhaust Length	60 ft.	120 ft.	50 ft.	100 ft.	40 ft.	80 ft.	30 ft.	60 ft.	25 ft.	50 ft.

	EF-60T-125 EF-100T-150		EF-60T-150 EF-100T-199		EF-60T-199 EF-100T-250		EF-100T-300		EF-100T-399	
4" Vent Pipe	Power Direct Vent	Power Vent	Power Direct Vent	Power Vent	Power Direct Vent	Power Vent	Power Direct Vent	Power Vent	Power Direct Vent	Power Vent
Max. Intake Length	85 ft.	N/A	75 ft.	N/A	65 ft.	N/A	55 ft.	N/A	50 ft.	N/A
Max. Exhaust Length	85 ft.	170 ft.	75 ft.	150 ft.	65 ft.	130 ft.	55 ft.	110 ft.	50 ft.	100 ft.

	EF-100T-399	
6" Vent Pipe	Power Direct Vent	Power Vent
Max. Intake Length	120 ft.	N/A
Max. Exhaust Length	120 ft.	240 ft.

3351 E. Columbia Street Tucson, AZ 85714 520-790-3198 Fax 520-790-7736

SUN MECHANICAL CONTRACTING INC

Quote #16-S260

Commercial Gas High Efficiency Water Heater [redacted]

eF Series® Models

NATURAL GAS AND LIQUID PROPANE GAS

Meet or exceed ASHRAE 90.1b (current standard) C.E.C. Listed

Model Number	Capacity U.S. Gal.	Capacity Imp. Gal.	Input Nat. BTU/Hr. Input	Input LP BTU/Hr. Input	GPH Recovery at Degree Rise* 45°F	100°F	140°F	Therm. Eff. %	A Floor to Top of Heater in.	B Jacket Dia. in.	C Floor to Hot Water Conn. in.	D Floor to Cold Water Conn. in.	E Floor to Gas Conn. in.	F Floor to Vent Conn. in.	G Floor to Air Intake Conn. in.	H Floor to T&P Conn. in.	Water Conn. Dia. in.	Gas Conn. Dia. in.	Relief Valve Open in.	Approx. Shipping Weight lbs.
EF-60T-125E-3N(A)	60	50	125,000	125,000	364	145	104	96.0	57	28¼	42½	12⅛	53½	5	52½	40	1½	¾	¾	570
EF-60T-150E-3N(A)	60	50	150,000	150,000	423	169	121	93.0	57	28¼	42½	12⅛	53½	5	52½	40	1½	¾	¾	570
EF-60T-199E-3N(A)	60	50	199,999	199,999	558	223	159	92.0	57	28¼	42½	12⅛	53½	5	52½	40	1½	¾	¾	570
EF-100T-150E-3N(A)	100	83	150,000	150,000	450	180	129	98.1	77¼	28¼	62½	12⅛	74¼	5	73½	60	1½	¾	¾	900
EF-100T-199E-3N(A)	100	83	199,999	199,999	597	239	171	98.0	77¼	28¼	62½	12⅛	74¼	5	73½	60	1½	¾	¾	900
EF-100T-250E-3N(A)	100	83	250,000	250,000	735	294	210	97.0	77¼	28¼	62½	12⅛	74¼	5	73½	60	1½	¾	1	900
EF-100T-300E-3N(A)	100	83	300,000	300,000	836	335	239	92.0	77¼	28¼	62½	12⅛	74¼	5	73½	60	1½	¾	1	900
EF-100T-399E-3N(A)	100	83	399,999	399,999	1127	451	322	94.0	77¼	28¼	63	13	74¼	5	73½	60	1½	1	1	950

Model Number	Capacity Liters	Input Nat. kW/Hr. Input	Input LP kW/Hr. Input	LPH Recovery at Degree Rise* 22°C	55°C	70°C	Therm. Eff. %	A Floor to Top of Heater mm.	B Jacket Dia. mm.	C Floor to Hot Water Conn. mm.	D Floor to Cold Water Conn. mm.	E Floor to Gas Conn. mm.	F Floor to Vent Conn. mm.	G Floor to Air Intake Conn. mm.	H Floor to T&P Conn. mm.	Water Conn. Dia. mm.	Gas Conn. Dia. mm.	Relief Valve Open mm.	Approx. Shipping Weight kgs.
EF-60T-125E-3N(A)	227	36.6	36.6	1378	549	394	96.0	1448	718	1087	327	1359	127	1334	1016	38	19	19	259
EF-60T-150E-3N(A)	227	43.9	43.9	1601	640	458	93.0	1448	718	1087	327	1359	127	1334	1016	38	19	19	259
EF-60T-199E-3N(A)	227	58.6	58.6	2112	844	602	92.0	1448	718	1087	327	1359	127	1334	1016	38	19	19	259
EF-100T-150E-3N(A)	379	43.9	43.9	1703	681	486	98.1	1972	718	1588	327	1899	127	1857	1524	38	19	19	408
EF-100T-199E-3N(A)	379	58.6	58.6	2260	905	647	98.5	1972	718	1588	327	1899	127	1857	1524	38	19	19	408
EF-100T-250E-3N(A)	379	73.2	73.2	2782	1113	795	97.0	1972	718	1588	327	1899	127	1857	1524	38	19	25	408
EF-100T-300E-3N(A)	379	87.9	87.9	3165	1266	905	92.0	1972	718	1588	327	1899	127	1857	1524	38	19	25	408
EF-100T-399E-3N(A)	379	117.2	117.2	4266	1707	1219	94.0	1972	718	1600	330	1861	127	1857	1524	38	25	25	431

For propane gas models change suffix "N" to "X" and remove "E" from the model number.
Example: EF-100T-150-3X

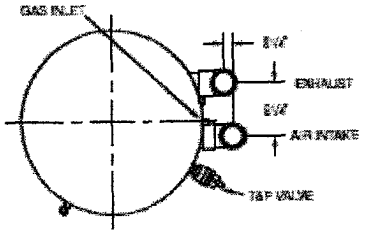
(A) ASME - All models are available with ASME construction. To order ASME construction add the (A) to the end of the model number.
Example: EF-60T-125E-3NA

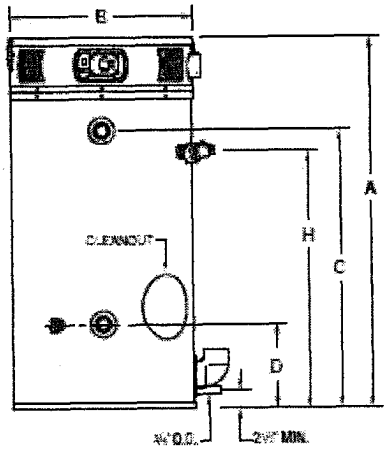
Note: The weight is the same for both ASME and Non-ASME models.

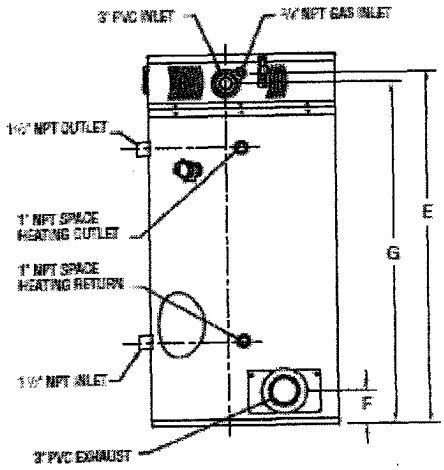
All models comply with the latest ultra-low NOx requirements of 14 ng/J or less.

Amp Draw range – 1.0 to 1.8 amps.

14.0" w.c. maximum static, 4.5" w.c. minimum running (recommend 7.0" w.c. minimum running)







SUN MECHANICAL CONTRACTING INC

Quote #16-S260

SCOPE OF WORK

- Coordinate any shut-downs and all activities w/ City of Glendale POC.
- Remove water heater from service and LO/TO as needed.
- Isolate water heater to be replaced and drain.
- Shut off gas supply to water heater and LO/TO as needed.
- Disassemble all existing supply piping, water piping and relief piping to prep removal of existing water heater.
- Dispose of existing water heater(s) as directed by City of Glendale POC.
- Provide and install a new replacement Bradford White 100 Gallon water heater as specified above in proposed equipment.
- Provide and install all necessary materials to modify PVC piping for air intake and exhaust to mate with the new water heater connections.
- Provide and install all new ball valves with di-electric unions to new water heater.
- Provide and install all necessary materials to modify inlet and outlet piping to mate with new water heater connections.
- Provide and install all necessary materials to modify piping for temperature relief valve.
- Provide and install all necessary materials to modify gas piping to mate with new water heater connection.
- All connections that have calcium build-up will be replaced.
- Remove LO/TO's as needed and open valves and bring water heater back into service.
- Verify new water heater operations and functions.

IMPORTANT NOTES

- All work to be performed during normal business hours.
- Sun Mechanical will provide a one (1) year labor warranty from the date of completion.
- There is a one (1) year parts warranty and three (3) year warranty on the tank from the manufacturer.
- Extended warranty option is provided for a five (5) year tank warranty.

3901 E. Columbia Street Tucson, AZ 85714 520-790-3100 Fax 520-790-7736

PLUMBING PIPING HVAC SHEET METAL & FIRE PROTECTION

SUN MECHANICAL CONTRACTING INC

Quote #16-S260

OPTIONAL EXTENDED WARRANTY (Add to Total Price)	
EA Water Heater	$1,875.00
All 3 Water Heater	$5,625.00

PROJECT PRICING	
Total Price (EA Water Heater)	$15,684.00
Total Price (Replace All 3)	$45,811.00

ACCEPTANCE

Customer Signature	
Customer Printed Name	
Title	
PO Number	
Date	

3601 E. Columbia Street, Tucson AZ 85714 520-790-3100 Fax 520-790-1736

SUN MECHANICAL CONTRACTING INC

Quote #16-S260

We thank you for this opportunity and look forward to working with you. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Jack Metteer Jr.
Service Estimator
Sun Mechanical Contracting
3951 E. Columbia
Tucson, AZ 85714
Main: (520) 570-7556
Cell: (520) 343-2405
Fax: (520) 790-5513
E-Mail: JMetteer@Sunmechanical.net

CLARIFICATIONS

1. We **do not include** any electrical upgrades of any nature.
2. We **do not include** any permits or bonds unless otherwise stated.
3. Failure of the owner to make payments for reasons beyond this contractors control shall not constitute just cause to withhold payment for work completed and listed herein.
4. Our proposal **does not include** any of the following items: patching of walls, floors or ceilings, painting, tile work, roofing, concrete removal or replacement other than listed in our scope above, structural steel or any other work of a general construction nature.
5. We **do not include** allowances for temporary services, including temporary restrooms, heating, ventilation or water.
6. All work to be performed during normal business hours unless otherwise stated in the scope above.
7. If a contract is not received after thirty days from the date of this proposal, we reserve the right to adjust our pricing to accommodate for cost increases in material and equipment due to market fluctuations.

EXHIBIT B
CONSTRUCTION AGREEMENT

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Method of payment is provided in Section 4 of the Agreement

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed $$45.811.

DETAILED PROJECT COMPENSATION

Purchase and replacement of three hot water heaters at the Foothills Recreation Aquatic Center located at 5600 W. Union Hills Drive, Glendale, AZ 85308.

EXHIBIT C
CONSTRUCTION AGREEMENT

DISPUTE RESOLUTION

1. Disputes.

1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.

1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.

1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.

1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.

a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;

b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and

c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.

a. The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.

b. The arbitrator selected must be an attorney with at least 15 years experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.

2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently

alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.

2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. Services to Continue Pending Dispute. Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.

4. Exceptions.

4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third party who is not obligated by contract to arbitrate disputes with City and Contractor.

4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.

4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.

EXHIBIT D

SECTION 3 CLAUSE APPLICABILITY