

WORK ORDER / SERVICE AGREEMENT

TERMS AND CONDITIONS

1. MATERIALS. ALL MATERIALS TO BE PER GOVERNING AGENCY STANDARD SPECIFICATION UNLESS SUPERSEDED BY JOB PLANS OR JOB SPECIFICATIONS IN WHICH CASE MATERIALS SHALL MEET THOSE SPECIFICATIONS.

2. PAYMENT. PAYMENT WILL BE MADE BY JOINT CHECK FROM THE OWNER TO ARIZONA PIPELINE COMPANY AND THE SUPPLIER/SUBCONTRACTOR.

3. WARRANTY. THE SUPPLIER AGREES TO WARRANTY ALL MATERIALS PROVIDED.

4. DELIVERY. DELIVERY COST TO JOBSITE IS INCLUDED IN THE PRICE UNLESS OTHER ARRANGEMENTS ARE MADE PRIOR TO SHIPPING.

5. PRICES. UNIT COST OF MATERIALS QUOTED WILL BE ENFORCE FOR THE DURATION OF THE JOB. IF ADDITIONAL MATERIALS ARE ORDERED THE UNIT COST SHALL BE THE SAME.

6. INSURANCE REQUIREMENTS: IF THIS AGREEMENT IS FOR SERVICES PERFORMED OR LABOR PROVIDED OR EQUIPMENT ONSITE (ON THE JOB SITE) THE VENDOR/SUBCONTRACTOR AGREES TO PROVIDE INSURANCE WITH THE LIMITS AND AI ENDORSEMENTS SHOWN BELOW.

General Liability	General Aggregate	\$2,000,000
	Products - Comp/Op Aggregate	\$2,000,000
	Each Occurance	\$1,000,000
Primary and Non-Contributory Wording in favor of Arizona Pipeline Company		
Additional Insured endorsement naming Arizona Pipeline Company as additional insured for ongoing and completed operations		
Automobile Liability		
	Combined Single Limit	\$1,000,000
Certificate must indicate coverage for OWNED, HIRE, AND NON-OWNED autos.		
Worker's Compensation		
	Each Accident	\$1,000,000
	Disease Policy Limit	\$1,000,000
	Disease Each Employee	\$1,000,000
Waiver of Subrogation endorsement in favor of Arizona Pipeline Company		

CONTRACTOR and SUBCONTRACTOR are entering into this AGREEMENT with the intent and understanding that it will serve as the contract for the above referenced project.

To the greatest extent permitted by law, **SUBCONTRACTOR** shall defend, indemnify and hold harmless **CONTRACTOR**, and any of their respective directors, officers, agents, employees, parents, affiliates, subsidiaries, partners, and representatives, and any other persons or entities designated by any of them (collectively, the "Indemnitees") from and against all actions, penalties, assessments, fines, actions by governmental authorities, demands, liabilities, claims, damages, costs, losses and expenses, including but not limited to attorney's fees and costs, which arise out of or are in any way related (i) to this **AGREEMENT**, (ii) to actual or alleged actions or omissions by **SUBCONTRACTOR** or any of its subcontractors, suppliers, vendors, employees, or persons for whom it is responsible, or (iii) to the project to which the **AGREEMENT** relates (all collectively referred to as "Liabilities"). However, obligations specified above shall not extend to any claims, demands, damages, costs, or liabilities arising out of the sole negligence or willful misconduct of the person to be indemnified, defended, or held harmless.

Authorized Signature /Supplier

Arizona Pipeline Manager

Company Name

Date