

**CONSTRUCTION SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
WATERWORKS BY GEORGE LLC**

THIS CONSTRUCTION SERVICES AGREEMENT (this “Agreement”) is made as of January 19, 2017, between the Town of Fountain Hills, an Arizona municipal corporation (the “Town”), and Waterworks by George LLC, an Arizona limited liability company (the “Contractor”).

RECITALS

A. Pursuant to Section 11.3 of the Town Procurement Policy and 3-3-25 of the Town Code, the Town issued a Request for Proposal (the “RFP”), a copy of which is attached hereto as Exhibit A and incorporated herein by reference, seeking proposals from vendors to provide emergency repair and upgrades to Fountain Lake’s aeration system (the “Services”).

B. The Contractor responded to the RFP submitting a proposal (the “Proposal”), a copy of which is attached hereto as Exhibit B and incorporated herein by reference, and the Town desires to enter into an Agreement with the Contractor for the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Contractor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect for one year from the Notice to Proceed, but in no event later than January 31, 2018.

2. Scope of Work. Contractor shall provide the Services as set forth in the RFP and the Proposal.

3. Reference Standards. The Contractor shall perform the Services required in conformance with (A) the “Uniform Standard Specifications for Public Works Construction,” current edition as of the date of award of this Agreement and the Uniform Standard Details for Public Works Construction,” current edition as of the date of award of this Agreement, each of which are sponsored and distributed by the Maricopa Association of Governments (“MAG”) (collectively, the “MAG Specifications”) and (B) any amendments, technical notes or supplements adopted by the Town (the “Town Specifications”); the MAG Specifications and the Town Specifications are incorporated herein by reference. In the event of a conflict between the MAG Specifications and the Town Specifications, the Town Specifications shall prevail. All traffic affected by the work under this Agreement shall be regulated in accordance with the then-current version of the *City of Phoenix-Traffic Barricade Manual* (the “Barricade Manual”), which

is incorporated herein by reference; provided, however, that this Agreement shall govern in a conflict with the terms of the Barricade Manual.

4. Inspection, Safety and Compliance. Contractor must inform itself fully of the conditions relating to the Services and the employment of labor thereon. Failure to do so will not relieve the Contractor of its obligation to furnish all material and labor necessary to carry out the provisions of this Agreement. Insofar as possible the Contractor, in carrying out its work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor. Contractor affirms that it (i) has inspected the jobsite, (ii) has thoroughly reviewed this Agreement and (iii) is not relying on any opinions or representations of Town.

5. Compensation. The Town shall pay Contractor an aggregate amount not to exceed \$181,203.00, of which \$16,473.00 is an owner's contingency which shall be utilized at the Town's sole discretion, for the Services set forth in the Contractor's Proposal.

6. Payments. The Town shall pay the Contractor monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. All invoice statements shall include a record of time expended and work performed in sufficient detail to justify payment. The contract number must be referenced on all invoices.

7. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the Town pursuant to this Agreement shall be the property of the Town.

8. Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Contractor agrees to assign specific individuals to key positions. Contractor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the Town. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the Town of same and shall, subject to the concurrence of the Town, replace such personnel with personnel possessing substantially equal ability and qualifications.

9. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the Town at reasonable times during Contractor's performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the Town.

10. Licenses; Materials. Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor. The Town has no obligation to provide Contractor, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The Town has no obligation to provide tools, equipment or material to Contractor.

11. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

12. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an “Indemnified Party”), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys’ fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”) to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Contractor, its officers, employees, agents, or any tier of subcontractor in connection with Contractor’s work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

13. Insurance.

13.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town’s option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the Town does not represent that coverage and limits will be adequate to protect Contractor. The Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage, except Workers’ Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms

of this Agreement are satisfactorily performed, completed and formally accepted by the Town, unless specified otherwise in this Agreement.

E. Primary Insurance. Contractor's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the Town as an Additional Insured.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the Town, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the Town. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the Town and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the Town with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The Town shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required

by this Agreement expire during the life of this Agreement, it shall be Contractor's responsibility to forward renewal certificates and declaration page(s) to the Town 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing Agreement Number C2017-078. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without a reference to Agreement Number C2017-078. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing Agreement Number C2017-078 will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The Town, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.

(b) Auto Liability - Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability - Follow Form to underlying insurance.

(2) Contractor's insurance shall be primary insurance with respect to performance of this Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against Town, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

13.2 Required Insurance Coverage.

A. Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof,

including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Contractor engages in any professional services or work in any way related to performing the work under this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

D. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

13.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 days' prior written notice to the Town.

14. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and a suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

15. Termination; Cancellation.

15.1 For Town's Convenience. This Agreement is for the convenience of the Town and, as such, may be terminated without cause after receipt by Contractor of written notice by the Town. Upon termination for convenience, Contractor shall be paid for all undisputed services performed to the termination date.

15.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the Town to the Contractor for the undisputed portion of its fee due as of the termination date.

15.3 Due to Work Stoppage. This Agreement may be terminated by the Town upon 30 days' written notice to Contractor in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the Town to the Contractor for the undisputed portion of its fee due as of the termination date.

15.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The Town may cancel this Agreement without penalty or further obligations by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a contractor to any other party of this Agreement with respect to the subject matter of this Agreement.

15.5 Gratuities. The Town may, by written notice to the Contractor, cancel this Agreement if it is found by the Town that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the Town for the purpose of securing this Agreement. In the event this Agreement is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

15.6 Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered

legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the Town shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. Contractor hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town's termination of this Agreement pursuant to this section.

16. Contract Bonds Required. Prior to issuance of the Notice to Proceed, the Contractor shall furnish the Town the following bonds, which shall become binding on the Contractor when delivered.

16.1 Performance Bond. The Contractor shall be required to furnish non-revocable security binding the Contractor to provide faithful performance of this Agreement in the amount of 100% of the total Agreement price payable to the Town. Performance security shall be in the form of a performance bond, certified check or cashier's check. This security must be in the possession of the Town's Development Services Department within seven days after execution of this Agreement by the Town. If the Contractor fails to execute the security document as required, the Contractor may be found in default and this Agreement terminated by the Town. In case of default the Town reserves all rights. All performance bonds shall be executed in the form attached hereto as Exhibit C, duly executed by the Contractor as Principal and having as Surety thereon a Surety company approved by the Town and holding a Certificate of Authority to transact surety business in the State of Arizona by the Arizona Department of Insurance. Individual sureties are unacceptable. All Insurers and Sureties shall have, at the time of submission of the performance bond, an A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company.

16.2 Payment Bond. The Contractor shall be required to furnish non-revocable security for the protection of all persons supplying labor and material to the Contractor or any subcontractor for the performance of any work related to this Agreement. Payment security shall be in the amount of 100% of the total Agreement price and be payable to the Town. Payment security shall be in the form of a payment bond, certified check or cashier's check. This security must be in the possession of the Town's Development Services Department within seven days after execution of this Agreement by the Town. If the Contractor fails to execute the security document as required, the Contractor may be found in default and this Agreement terminated by the Town. In case of default the Town reserves all rights. All payment bonds shall be executed in the form attached hereto as Exhibit D, duly executed by the Contractor as Principal and having as Surety thereon a Surety company approved by the Town and holding a Certificate of Authority to transact surety business in the State of Arizona by the Arizona Department of Insurance. Individual sureties are unacceptable. All Insurers and Sureties shall have, at the time

of submission of the payment bond, an A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company.

17. Miscellaneous.

17.1 Independent Contractor. The parties agree that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the Town. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the Town. The Town does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. The Contractor, and not the Town, shall determine the time of its performance of the services provided under this Agreement so long as Contractor meets the requirements of its agreed Proposal as set forth in Section 2 above and in Exhibit B. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. Town and Contractor do not intend to nor will they combine business operations under this Agreement.

17.2 Laws and Regulations. The Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future Town and County ordinances and regulations; (B) existing and future State and Federal laws; and (C) existing and future Occupational Safety and Health Administration standards.

17.3 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Town and the Contractor.

17.4 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

17.5 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

17.6 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other

contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

17.7 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Contractor without prior, written permission of the Town, signed by the Town Manager. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor.

17.8 Subcontracts. No subcontract shall be entered into by the Contractor with any other party to furnish any of the material or services specified herein without the prior written approval of the Town. The Contractor is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Contractor.

17.9 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the Town of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the Town to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the Town's acceptance of and payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the Town to insist upon the strict performance of this Agreement.

17.10 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

17.11 Liens. All materials or services shall be free of all liens and, if the Town requests, a formal release of all liens shall be delivered to the Town.

17.12 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the Town may offset from any money due to the Contractor any amounts Contractor owes to the Town for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The Town may offset from any money due to the Contractor any amounts Contractor owes to the Town for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

17.13 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town: Town of Fountain Hills
 16705 East Avenue of the Fountains
 Fountain Hills, Arizona 85268
 Attn: Grady E. Miller, Town Manager

With copy to: GUST ROSENFELD P.L.C.
 One East Washington Street, Suite 1600
 Phoenix, Arizona 85004-2553
 Attn: Andrew J. McGuire

If to Contractor: Waterworks by George LLC
 2828 East Saint John Road
 Phoenix, Arizona 85032
 Attn: George Bickford

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

17.14 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the Town for the purpose of ensuring that information contained in its records or obtained from the Town or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Agreement. Persons requesting such information should be referred to the Town. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Agreement.

17.15 Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under subsection 17.16 below, Contractor's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of the Contractor and its subcontractors' employees who perform any work or Services pursuant to this Agreement (all the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to

audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 17.16 below. To the extent necessary for the Town to audit Records as set forth in this subsection, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

17.16 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

17.17 Israel. Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

17.18 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among this Agreement, the RFP and the Proposal, the documents shall govern in the order listed herein.

17.19 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the Town. The Town reserves the right to obtain like goods and services from another source when necessary.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

“Town”

TOWN OF FOUNTAIN HILLS,
an Arizona municipal corporation

OR
1/24/17

Grady E. Miller
Grady E. Miller, Town Manager

ATTEST:

Bevelyn J. Bender
Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On January 25, 2017, before me personally appeared Grady E. Miller, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the Town of Fountain Hills.



Jennifer Lyons
Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

EXHIBIT A
TO
CONSTRUCTION SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
WATERWORKS BY GEORGE LLC

[RFP]

See following pages.

Project: Fountain Lake Aeration and Circulation Upgrades

SCOPE OF WORK

Background

Fountain Lake is subject to thermal stratification and the main fountain is now the primary means to vertically circulate the lake water. Vertical circulation is required to prevent water stagnation and release of nutrients from the lake sediments that lead to algae growth and debris accumulation; both of which cause aesthetic, odor, and fishery problems. Even with extended operation of the main fountain, downwind coves are subject to accumulation of planktonic (suspended) algae during the summer, typically creating unsightly and sometimes malodorous conditions when algae begin to decompose.

In 1996 a diffused bottom aeration system was installed to provide supplemental vertical circulation of the water. Four ¾-hp carbon-vane air compressors were installed in the pump hose and twelve (12) diffusers were distributed in the lake. Compressors #1, #2, and #3 are inoperable due to broken carbon vanes. Compressors #1, #2, and #3 have developed ridges in the compressor housing. Compressor #4 is operational and appears to be newer. Air is delivered to the diffusers via eleven (11) air lines that are operational. One airline is missing. The bottom diffusers, consisting of a combination of flexible dome and ceramic air stone bodies, are in need of replacement with state of the art membranes.

In its present condition, the supplemental aeration system is inadequate to accomplish the task of de-stratification and horizontal distribution of the water. The goals are (a) provide engineered air flow and air diffuser operation that provides, at minimum, a 24-hr turnover rate in the lake, (b) provide adequate horizontal circulation to prevent downwind accumulations of planktonic algae, and (c) to eliminate need for extended operation of the main fountain for aeration purposes.

Minimum Operational Requirements for Aeration

A recent study indicated that a dual dome, 12-diffuser, bottom aeration system would provide adequate turnover of the lake water. The table below provides the basic design considerations used in the referenced assessment.

Parameter	Design condition
Surface area (A)	28.0
Perimeter (ft)	6,060
Slope ratio	3.0
Average depth at center (ft)	10.0
Average depth (ft)	9.3
Total volume (acre-feet)	259
Lake volume (gal)	84,400,000
Total volume requiring aeration (gal)	84,400,000
Flow per air station (GPM)	4,597
Volume pumped/day (gal)	79,436,700
System operating pressure	11.8
Air delivery per air station at depth (cfm)	3.2
Number air stations	12
Complete turnovers per day	0.94

The study indicated that 12 properly distributed diffusers, with an adequately sized air supply (compressors), would be adequate to provide the minimum amount of air and vertical movement to achieve complete vertical mixing throughout the lake. However, installation of additional diffusers would provide a margin of safety and greater assurance that the entire lake would be well-mixed. However, the north end of the lake has been subject to surface algae accumulation and odors caused by wind driven currents and operation of the main fountain. Directional horizontal circulation would be required in those areas.

Scope of Work Components

The successful contractor shall provide sufficient labor and materials to install operational aeration and circulation systems in Fountain Lake meeting the minimum requirements specified in the discussion immediately above and further detailed below, and composed of the equipment described below. Alternate components or systems may be proposed, but must be explained and documented in detail, and meet the minimum specified requirements for aeration and circulation.

Contractors are encouraged to examine the lake and facilities, including current locations of equipment, space limitations, and existing power supplies. Contractor shall remove and replace existing equipment with all new compressors, piping to the aeration heads, and diffusers. Any required expansion of equipment or facilities shall be at contractor's expense and must be considered in the bid amount.

1. Provide and install, including electrical connections) four (4) new 1 HP carbon vane air compressors.

2. Provide and install 16 dual-dome, aeration diffusers in the approximate positions shown in Figure 1. Diffuser stations must be equipped with lanyards and floats to facilitate ease in removal for future cleaning, replacement, repair of components, or re-positioning. Diffuser station bases should be of adequate weight to prevent self-flotation during operation or movement by wave action. Provide and install new weighted air tubing from compressors to new diffusers, including all manifolds and valves. The length of weighted air tubing required is estimated at 3,000 ft., but should be confirmed based on the specific plan that is proposed by each contractor. Manifold valves shall be installed between the compressors and air lines to allow isolation of specific airlines.

3. Remove and dispose of all materials and equipment replaced as called for in the plans.

4. Provide and install ten (10) new 1-HP horizontal circulators at the approximate positions shown in Figure 1. Circulators must be composed of a submersible pump with a high volume output. The units must be installed along the northern shoreline in coves that have experienced accumulations of surface algae. The circulators would be positioned to move water and algae accumulations away from the shoreline, in opposition to the general flow toward the shore. Electrical connection would preferably be made with existing power at the pump house. Alternatively, and alternate power supply may be brought into the north side of the lake. The following items will likely be required if the pump house power is utilized.

Item	Quantity
1-hp horizontal circulator	10
10-pump control panel, 480-V, 3-phase	1
12/4 Cable assembly with 50 ft motor cord and aqua lock	10
12/4 Power cable for 10 pumps, feet	10,600

5. Contractor shall provide the following minimum warranties on workmanship and materials.

Item	Warranty
Installation workmanship	5 years
Compressors/circulators	3 years
Diffusers	5 years

Additional Requirements

6. Contractors shall specify the number of units, brand, rating (e.g., HP, cfm output), and material type for the major components (compressors, air lines, water movers, and diffuser stations) of their proposed systems as part of their bid responses.
7. Each contractor must submit a rough design of the proposed system with its response to the RFP. If selected, the contractor will be required to complete a more detailed plan for approval by Town staff before proceeding with the work. The detailed plan must include specific information regarding the installation of the aerators and horizontal mixers, the precise location of and distance between the system components, and the electrical connection that would be required for each. The designs will be reviewed by Town staff and the Town's Consultant.
8. All construction and/or electrical work shall be in compliance with State and County codes and regulations. Contractor shall be responsible for securing all necessary permits and inspections.



Figure 3. Fountain Lake Aeration Diffuser Locations – 16 Stations +

Optional diffuser
 Horizontal water mover
 Electrical source

EXHIBIT B
TO
CONSTRUCTION SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
WATERWORKS BY GEORGE LLC

[Proposal]

See following pages.

Waterworks by George LLC

2828 E. Saint John Rd.

Phoenix, Arizona 85032

602-482-0887

602-482-0151 Fax

602-999-4742 Cell

ROC 256856

1-9-2017

Waterworks by George hereby proposes to supply all labor, materials, tools and equipment necessary for the completion of the following described work at Fountain Lake located in Town of Fountain Hills.

1. Install new lake aeration system in Fountain Lake. Includes,
 - a. Remove existing air compressors, air lines and diffusers from lake and dispose of.
 - b. Install 14,000 feet of ½” self- weighted tubing to diffuser locations on map.
 - c. Install 1,000 feet of ¾” self-weighted tubing to complete runs over 1,000 feet to compensate for friction loss in ½” tubing.
 - d. Install 16 twin disc lake bottom aeration diffusers, complete with marker buoy.
 - e. Install two Sweetwater brand double compressor cabinets with ventilation.
 - f. Install four new 1 HP Sweetwater brand rotary vane compressors in compressor cabinets. 230 volt single phase. Rated 10.1 CFM @ 10 PSI.
 - g. Install new transformer, 480 volt three phase primary to 230 volt single phase secondary with primary fuse protection and breaker protection to cabinets.
 - h. Install one remote mount 16 valve manifold on wall above compressor cabinets for airflow control to diffusers.
 - i. Purge air-line of water and start up lake aeration system.

COST

All work to be performed in a workman-like manner for the sum of:

Item 1. \$ 56,109.00

Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the price stated herein.

PRODUCT AND INSTALLATION WARRANTY

Installation workmanship.	2-years from date of completion.
Rotary vane compressors.	1-year from manufacture. Carbon Vanes, 6-months
Air diffusers.	5-years from manufacture
Self- weighted tubing.	15-year from manufacture

INSTALLATION SCHEDULE

3-4 weeks to ship parts.

2-3 weeks to complete installation.

Waterworks by George LLC

2828 E. Saint John Rd.

Phoenix, Arizona 85032

602-482-0887

602-482-0151 Fax

602-999-4742 Cell

ROC 256856

1-9-2017

Waterworks by George hereby proposes to supply all labor, materials, tools and equipment necessary for the completion of the following described work at Fountain Lake located in Town of Fountain Hills.

1. Install new lake cove Hydromixers. Includes,
 - a. Supply ten 1-HP submersible Hydromixer pumps by Aqua Master. Install at locations on map.
 - b. Install 10,600 feet total, of 12-4 submersible power cable to each Hydromixer.
 - c. Install new power control center for Hydromixers on West side of pump house. See attached drawing for control panel location.
 - d. Complete power hookup to existing fuse disconnect on South West corner of pump house.
 - e. City electrical permit and fees.
 - f. Complete installation and start up of Hydromixers.

2. Optional power cable protection. Includes,
 - a. Supply 10,600 feet of ¾" poly tubing.
 - b. Install poly tubing over power cable to protect from punctures.

COST

All work to be performed in a workman-like manner for the sum of:

Item 1. \$103,621.00

Item 2. \$ 5,000.00

Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the price stated herein. Engineered drawings will be additional charge.

Any inspection requests to update or modify existing power supply on building will be additional charge.

PRODUCT AND INSTALLATION WARRANTY

Installation workmanship. 2-years from date of completion.

Hydromixer pump. 5-year from manufacture.

Custom electrical control panel. 3-year from manufacture.

INSTALLATION SCHEDULE

3-4 weeks to ship parts.

2-3 weeks to complete installation.

WATER SUPPLY CHANNEL
TO PUMPS



EXISTING
PUMP
HOUSE

EXISTING
POWER
SUPPLY

JUNCTION BOX

SUBMERSIBLE
POWER CABLE

EXISTING
PUMP
STATION

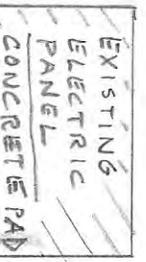
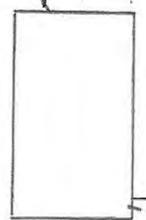
EXISTING
PUMP
STATION

EXISTING
CONCRETE
PAD

EXISTING
CONCRETE
PAD

NEW POWER

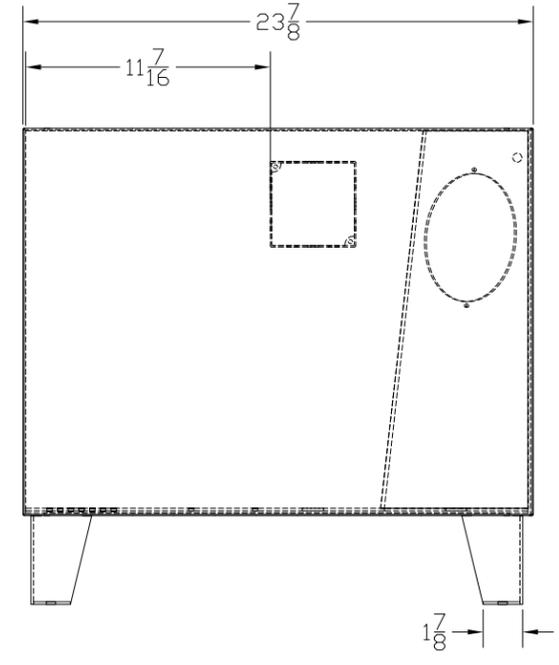
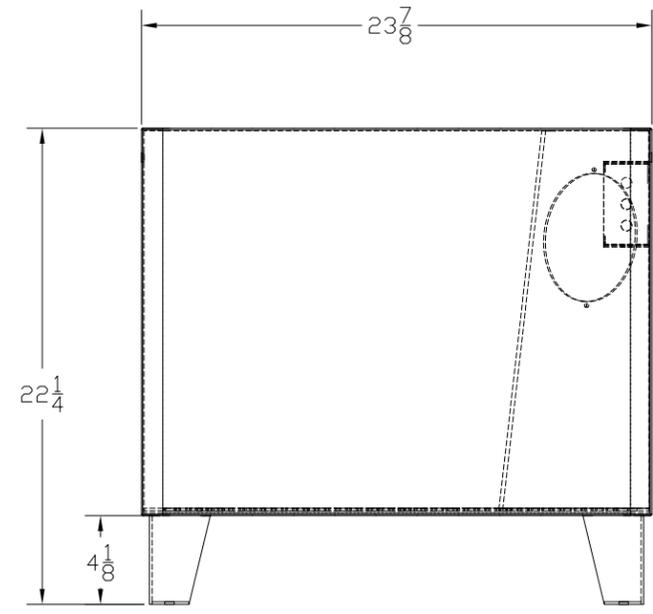
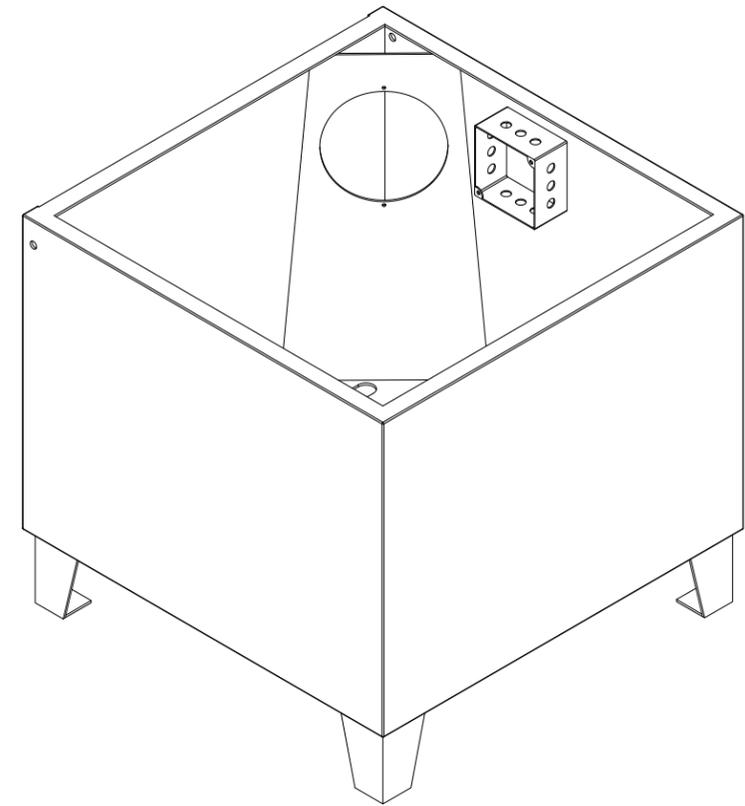
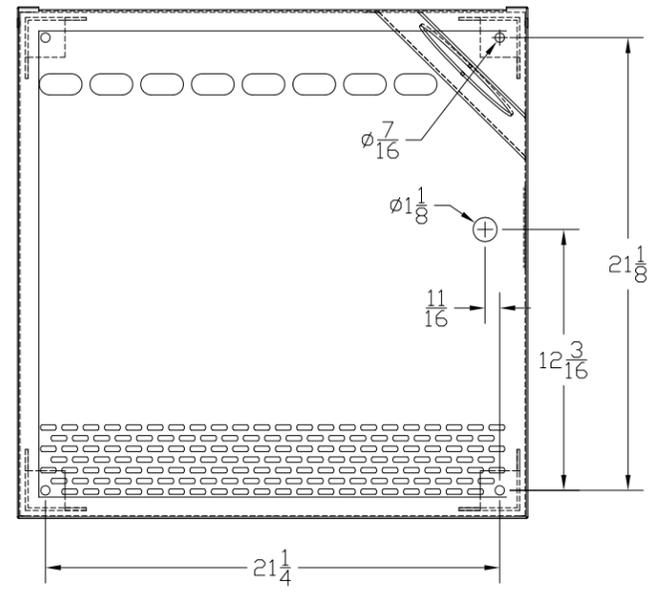
MOUNT NEW
HYDRO MIXER
CONTROL PANEL
ON CONCRETE PAD



FOUNTAIN HILLS
ELECTRIC SUPPLY
TO 10-HYDROMIXERS
NOT TO SCALE



REV. NO.	ZONE	DATE	REVISION [ON CAD ONLY]	REQ. BY	REV. BY	APP. BY
		---/---/---				



ENG.PN:	UNLESS OTHERWISE SPECIFIED			DRAWN	AC	DATE	08/14/07
PARENT PN:	DEC PL	INCHES	MILLIMETERS	CHECKED	JW	DATE	08/14/07
PART DESC:	.X	± 0.1	± 2.5	APPROVED		DATE	
DRAWING NAME: CABINET CABL	.XX	± 0.06	± 1.53	ANGLES ±0.5° BREAK ALL SHARP CORNERS 0.76 x 45 CHAMFER FIRST THREAD ON TAPPED HOLES			
SCALE:	REV:	.XXX	± 0.005				
NOTICE: THIS DRAWING IS THE PROPERTY OF AQUATIC ECO-SYSTEMS, INC. IT HAS BEEN PROVIDED TO AES VENDORS FOR PART FABRICATION AND PART QUOTING PURPOSES ONLY. THIS DRAWING WILL BE USED BY AES FOR PURPOSES OF INCOMING INSPECTION AND LOT ACCEPTANCE. DO NOT PROVIDE THIS DRAWING TO ANY COMPANY OR INDIVIDUAL OUTSIDE THE ABOVE RECOGNIZED SUPPLIER WITHOUT THE EXPRESS WRITTEN PERMISSION OF AES. NO CHANGES TO THIS DRAWING WILL BE ALLOWED WITHOUT AN APPROVED ENGINEERING CHANGE REQUEST. PLEASE CONTACT YOUR AES PURCHASING REPRESENTATIVE FOR ASSISTANCE IN MAKING CHANGES.							

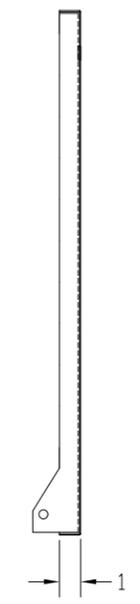
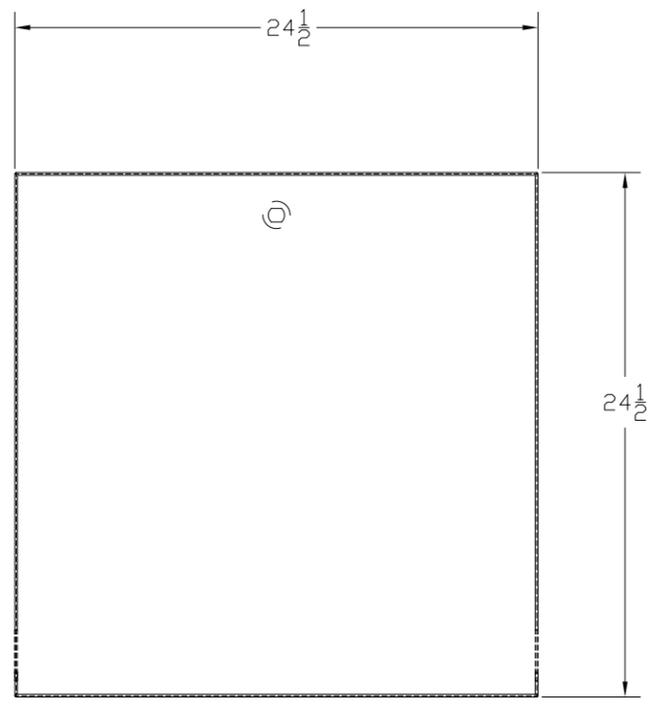
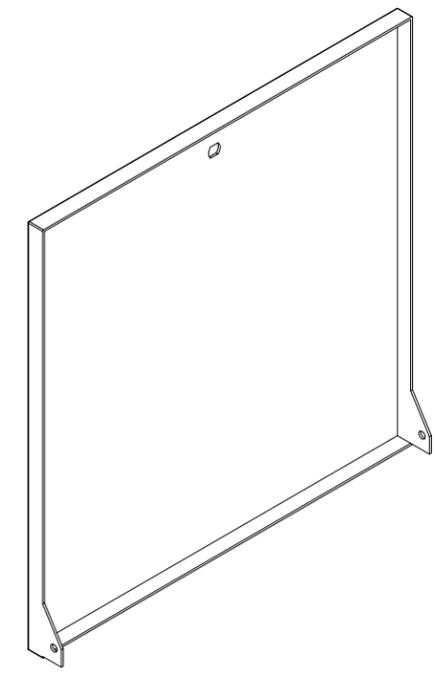
DOCUMENT: CONCEPT ONLY
 QUOTATION ONLY
 PRODUCTION
 FABRICATION

AQUATIC
ECO-SYSTEMS, INC.
Since 1978

Phone 407-886-3939 Fax 407-886-6787
2395 Apopka Blvd., Apopka, FL 32703 USA
email: aes@aquaticeco.com
aquaticeco.com 877-FISH-STUF
347-4788

ALL DIMENSIONS ARE IN INCHES

REV. NO.	ZONE	DATE	REVISION [ON CAD ONLY]	REV. BY	REV. BY	APP. BY
		--/--/--				



ENG.PN:	UNLESS OTHERWISE SPECIFIED			DRAWN	AC	DATE	08/14/07
PARENT PN:	DEC PL	INCHES	MILLIMETERS	CHECKED	JW	DATE	08/14/07
PART DESC:				APPROVED		DATE	
DRAWING NAME: CABINET CABL LID	.X	± 0.1	± 2.5	ANGLES ±0.5°			
SCALE:	.XX	± 0.06	± 1.53	BREAK ALL SHARP CORNERS 0.76 x 45			
	.XXX	± 0.005	± 0.127	CHAMFER FIRST THREAD ON TAPPED HOLES			
NOTICE: THIS DRAWING IS THE PROPERTY OF AQUATIC ECO-SYSTEMS, INC. IT HAS BEEN PROVIDED TO AES VENDORS FOR PART FABRICATION AND PART QUOTING PURPOSES ONLY. THIS DRAWING WILL BE USED BY AES FOR PURPOSES OF INCOMING INSPECTION AND LOT ACCEPTANCE. DO NOT PROVIDE THIS DRAWING TO ANY COMPANY OR INDIVIDUAL OUTSIDE THE ABOVE RECOGNIZED SUPPLIER WITHOUT THE EXPRESS WRITTEN PERMISSION OF AES. NO CHANGES TO THIS DRAWING WILL BE ALLOWED WITHOUT AN APPROVED ENGINEERING CHANGE REQUEST. PLEASE CONTACT YOUR AES PURCHASING REPRESENTATIVE FOR ASSISTANCE IN MAKING CHANGES.							

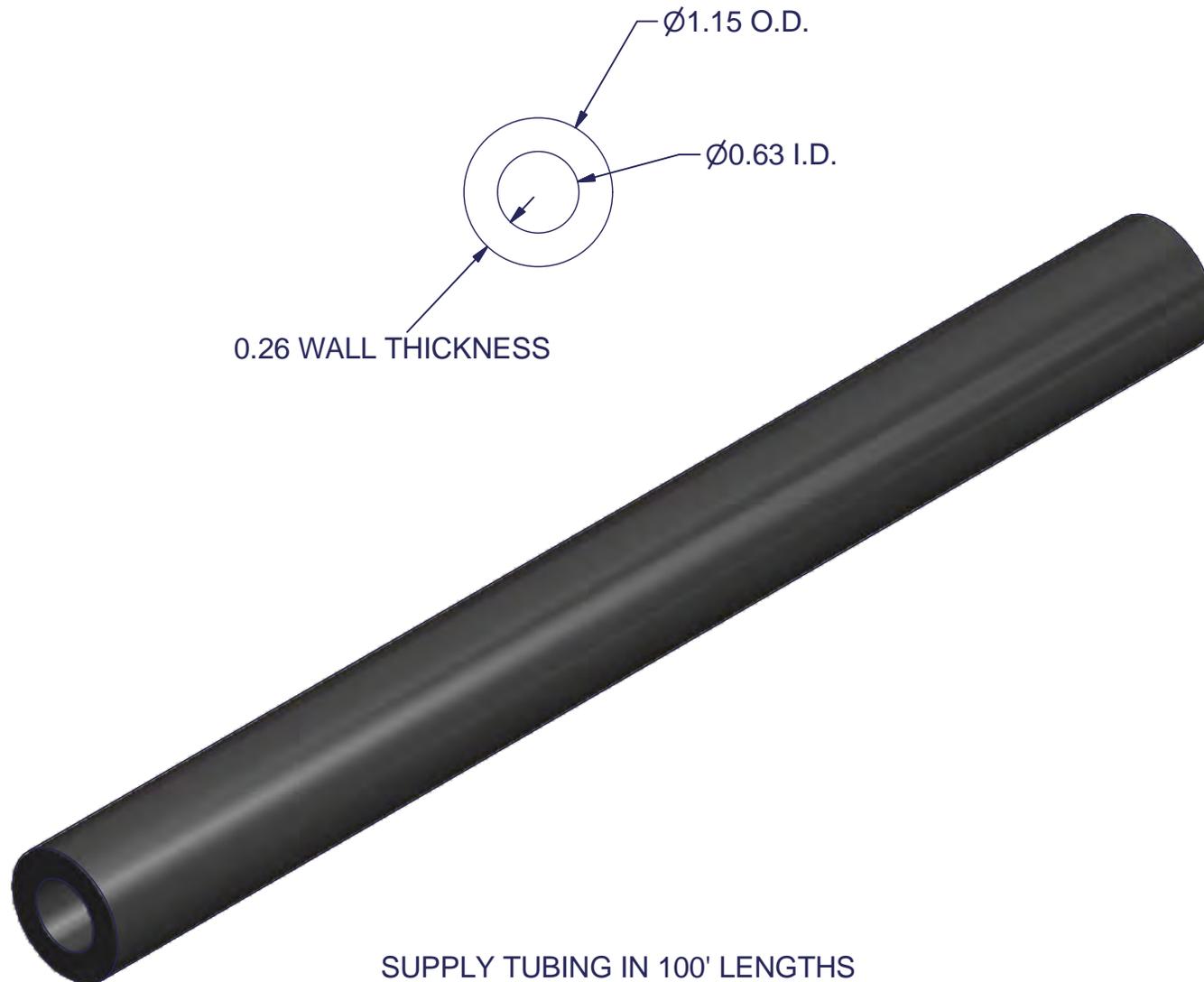
DOCUMENT: CONCEPT ONLY
 QUOTATION ONLY
 PRODUCTION
 FABRICATION

AQUATIC
 ECO-SYSTEMS, INC.
Since 1978

Phone 407-886-3939 Fax 407-886-6787
 2395 Apopka Blvd., Apopka, FL 32703 USA
 email: aes@aquaticeco.com
 aquaticeco.com 877-FISH-STUF
 347-4788

ALL DIMENSIONS ARE IN INCHES

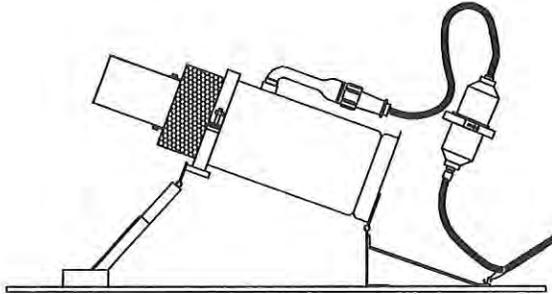
AQUAMASTER SUPER SINK AIR TUBING



AQUAMASTER® FOUNTAINS AND AERATORS

FIXED BASE MOUNTED ULTIMAX AIR INJECTOR OR HYDROMIXER

1 - 5 H.P. ASSEMBLY INSTRUCTIONS



ATTENTION INSTALLER

These installation and operation instructions should be kept in a safe place. Make sure the owner receives them when unit is installed, wired and operating for future reference.

WARNING

All Aquamaster® products are designed and built to be installed with an Aquamaster® UL Listed control panel and to be operated as a complete system. Any alterations to or substitution for items in this system, unless allowed by these installation instructions, will void the Underwriters Laboratories Listing and will void the product warranty. It may also create a hazardous installation. Read these instructions thoroughly before starting your installation and follow them carefully throughout.

SHIPPING CLAIMS

When you receive your AquaMaster® unit, examine the package for any signs of external damage it may have sustained en route. If there is apparent damage either outside the box or to its contents make a claim with the shipper immediately. Save the original shipping carton and the packing material, if a claim is to be filed.

EVERY AquaMaster unit is fully inspected and produced in accordance with applicable standards for safety, and are listed by Underwriters Laboratories, Inc. for safety in the USA and Canada. **AquaMaster** will continue to build the best units to assure you, the customer, of many years of enjoyable and reliable service. **AquaMaster's** commitment to excellence ensures superior aquatic management systems.

NOTICE: Save and pass the installation, anchoring and operating instructions to subsequent owners. The information provided is intended to notify and warn them about making unsafe modifications, repairs or using unauthorized parts or repair facilities.

WARNING: Risk of electrical shock. Do not operate this unit dry unless testing for proper rotational/mechanical function (See electrical connections, later in this manual). If this unit has been inadvertently operated out of the water, the unit must be service by a qualified person before being returned to service.

WARNING: Improper installation, operation, service, repair, maintenance or alteration of this product may result in property damage or bodily injury.

WARNING: Turn off electrical power at disconnect switch or service panel before servicing this unit.

WARNING: Risk of electric shock - this pump is supplied with a grounding conductor. To reduce the risk of electric shock, be certain that it is connected only to a proper ground. Use a copper conductor of the correct size from the grounding terminal in the control box to a grounding connection in the service panel.

WARNING: Risk of electric shock - this pump has not been investigated for use in swimming pool or marine areas.

WARNING: Only qualified personnel shall service and install Aquamaster pumps. Installation and service to be in accordance with state and local codes. This unit is intended to be operated only after it is properly installed, anchored and wired.

CAUTION: This unit is intended for water use only. Do not operate out of the water unless checking for proper mechanical/electrical function.

CAUTION: Your pump is provided with flexible underwater cable and strain relief, **DO NOT REMOVE**, electrical shock and/or damage to your unit could occur.

CAUTION: Risk of electrical shock. Do not remove the wire harness from the pump housing or underwater disconnect. Do not connect conduit to pump.

FIXED BASE MOUNTED AIR INJECTOR OR HYDROMIXER

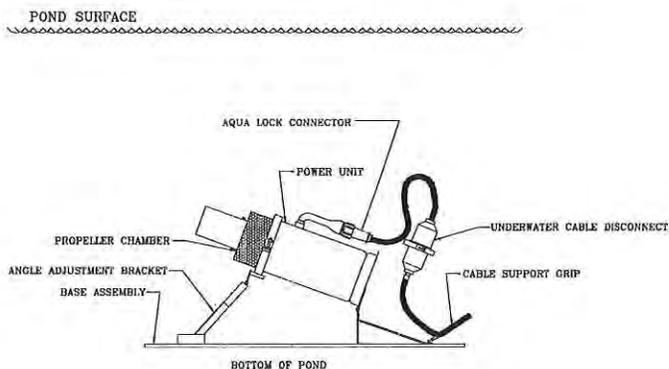
1 - 5 H.P. ASSEMBLY INSTRUCTIONS

WARNING: Read these instructions carefully. Failure to follow these instructions could cause a malfunction of the system. Improper installation, wiring or anchoring could result in property damage or bodily injury.

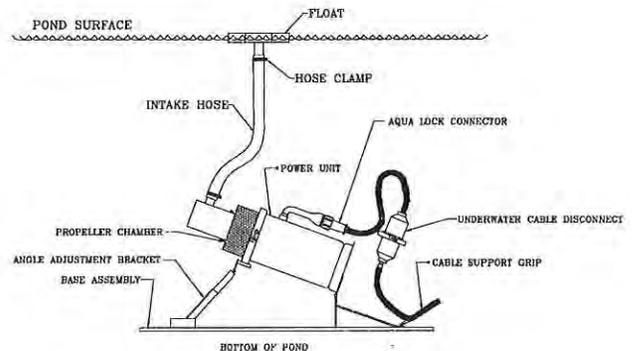
Your AquaMaster® Air Injector Circulator or Hydromixer has been shipped partially assembled to avoid damage during shipment.

1. Carefully unpack your unit and inspect for damage.
2. To begin assembly, lay your base next to the pond on a flat level surface.
3. Lift your power unit and align the back hinge brackets and secure them with the stainless steel nuts and bolts that are provided.
4. Install your front hinge pin and adjust your discharge angle to the desired angle and securely tighten all of the nuts and bolts.
5. Attach the cable support grip to the "S" hook that is provided on the back hinge bracket.
6. Secure the air intake house to the tubing on the discharge chamber with the stainless steel hose clamp. (AquaMaster provides approximately 8' of air intake hose.)
7. Measure the depth of the pond at the location where your unit will be installed and cut the air intake hose as required. The length of the hose should be only long enough for the intake to stay floating above the water at the high water mark. Attach your air intake hose to the float tube with the stainless steel hose clamp.

Hydromixer



Air Injector



ELECTRICAL CONNECTION FOR 1HP AND LARGER

Electrical connection to be completed by a licensed electrician in accordance with the National Electric Code and local codes or ordinances.

WARNING: This unit and lighting system are pre-wired and is provided with a GFCI for your safety and the safety of your equipment in the event of an electrical short, ground or equipment failure. **DO NOT** remove or modify the GFCI. Removal or modifications could result in electrocution to anyone, human or animal, in contact with the water.

- **TURN OFF** electrical power at fuse box or service panel before making any electrical connections.
- The control panel enclosure is rain-tight and includes a GFCI breaker, timer, contactor and overload assembly. **DO NOT** bypass your control panel. Bypassing the control panel could result in electrocution of anyone, human or animal in contact with the water.
- Underwater splices are dangerous and will void the warranty. Electrical cable(s) must extend completely onto shore to power source without breaks or splices.

Electrical connection to control panel

WARNING: Make sure power is **OFF!**

1. Take the four (4) conductor cable from your unit and securely fasten it to the control panel.
2. Connect **black lead** from cable to terminal marked 1T1 on terminal strip.
3. Connect **white lead** from cable to terminal marked 1T2 on terminal strip.
4. Connect **red lead** from cable to terminal marked 1T3 on terminal strip.
5. Connect the **green lead** to the grounding terminal.

Steps A – D are for optional lighting system

- a. Take the three (3) conductor cable for the lighting system and securely fasten it to the control panel.
- b. Connect **black lead** from cable to terminal marked X1 on terminal strip.
- c. Connect **white lead** from cable to terminal marked X2 on terminal strip.
- d. Connect **green lead** to the grounding terminal.

Electrical connection to customer supplied power source

WARNING: Make sure power is **OFF!**

1. Connect **Line 1 to L1** on the terminal strip.
2. Connect **Line 2 to L2** on the terminal strip.
3. Connect **Line 3 to L3** on the terminal strip (3 phase only).
4. Connect the **neutral to N** on the terminal strip (208-240v only).
5. Connect the **ground to the grounding** terminal.
6. Set or verify that the overload assembly in the panel is set to the motor nameplate value plus two (2) amperes.

BEFORE INSTALLING INTO THE WATER, test the unit briefly (30 seconds or less) to make sure it runs and check for proper rotation (counter clockwise looking down from top of power unit). Listen for any unusual noises. Unit should run smoothly and quietly. If single phase rotation is backwards, **PLEASE CONTACT THE FACTORY IMMEDIATELY.** If three phase rotation is backwards, change any two motor load leads. If rotation is still backwards check all connections or contact the factory for assistance.

WARNING: Always make sure power is **OFF** when changing motor direction.

WARNING: DO NOT operate the unit out of the water except for testing and checking rotation (30 seconds or less). **DO NOT** attempt maintenance procedures or adjustments with unit in operation.

WARNING: DO NOT burn the lighting fixtures out of the water except to test the lamps (60 seconds or less). Light lenses **MUST BE** completely covered with water to prevent lens failure.

NOTE: Excessive buildup on the lenses may cause the lenses to crack, lamps to burn out and gaskets to fail. To maintain maximum light output and long lamp life, cleaning of the lenses may become necessary.

GROUNDING

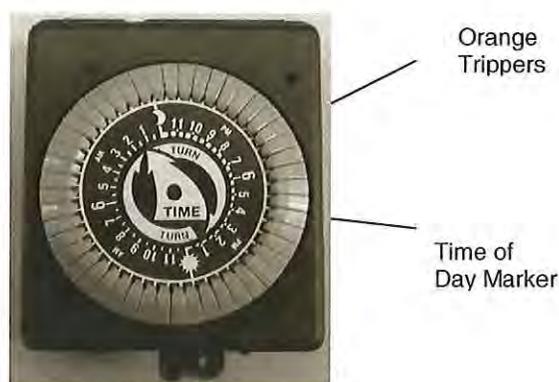
Permanently ground this unit in accordance with the National Electric Code and local codes or ordinances. Use a copper conductor of the correct size from the grounding terminal in the control box to a grounded connection in the service panel or a properly driven and electrically grounded ground rod.

TIMER OPERATING INSTRUCTIONS

1. Turn the orange tripper dial until the time of day marker points to the correct time.
2. To set **ON**, pull the orange trippers starting at the time desired. Stop at the time you want it to turn **OFF**. All orange trippers between the on and off settings must be pulled to the out position. Each tripper represents 30 minutes.
3. More than one on-off sequence may be set.

NOTE: To run continuously, pull out all the orange trippers.

CAUTION: Disconnect all power before servicing.



GROUND FAULT PROTECTION INSTRUCTIONS

WARNING: DO NOT operate in swimming or marine areas.

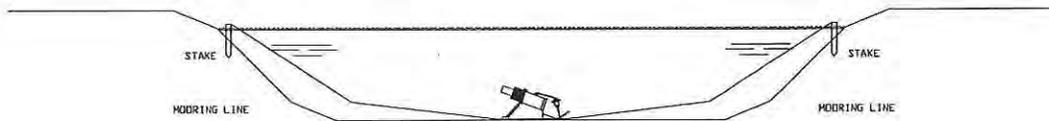
1. Be sure the timer is set to the proper time on the front dial of the timer.
2. Set the on-off sequence to turn the fountains on and off at the desired time.
3. Turn on supply disconnect.
4. Turn on the GFCI. Test to make sure that this safety device works properly. Press the test button and the GFCI breaker should trip. If the GFCI does not trip, check for proper wiring or defective device.
5. Reset the breaker.
6. Sit back and enjoy your unit.

WARNING: DO NOT bypass the GFCI. This safety device must be tested every month.

FIXED BASE MOUNTED ULTIMAX HYDROMIXER ANCHORING INSTRUCTIONS

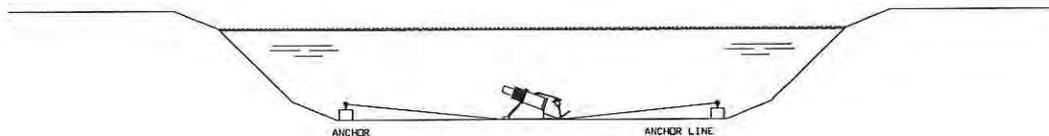
ANCHORING TO SHORE

1. You will need two (2) mooring lines (1/4 inch nylon or equivalent) and two (2) stakes (wood stake or metal rod that can be driven securely into pond's edge).
2. With your aerator fully assembled and angle adjusted, attach your mooring lines through the holes in the base. One mooring line in the front and one mooring line in the back.
3. Carefully lower your aerator into the pond at the desired location, being careful not to tangle the electrical cable and mooring lines.
4. Once the aerator is on the bottom secure both mooring lines to the stakes on the shore.
5. Check your air intake and float assembly making sure it floats freely and above the high water mark. Cut off any excess intake tube and re-attach to the float if required.



ANCHORING TO BOTTOM

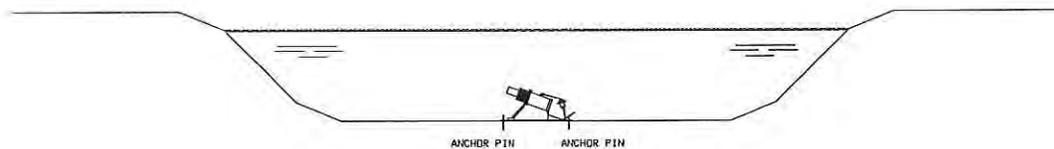
1. You will need two (2) mooring lines (1/4 inch nylon or equivalent) and two (2) anchors (use eight or ten inch concrete blocks), approximate weight of 20 pounds on each side of the units is sufficient.
2. With your aerator fully assembled and angle adjusted, attach your mooring lines through the holes in the base. One mooring line in the front and one mooring line in the back.
3. Carefully lower your aerator into the pond at the desired location, being careful not to tangle the electrical cable and mooring lines.
4. Once the aerator is on the bottom, secure both mooring lines to the anchors on the bottom of the pond.
5. Check your air intake and float assembly making sure it floats freely and above the high water mark. Cut off any excess intake tube and re-attach to the float if required.



ANCHORING TO BOTTOM

1. You will need at least two metal rods (stainless steel recommended), approximately 1/2" diameter. These will be driven through the base into the ponds bottom.
2. Carefully lower and position the unit at the desired location, being careful not to tangle the electrical cable.
3. Once the aerator is in the desired location you will need to drive pins through the base into the bottom of the pond. This should be done holding the pin at a slight angle.

WARNING: This method should not be used with ponds that have liners.



GENERAL WARRANTY INFORMATION

Aquamaster[®] products and their accessories are warranted against defects in material and workmanship. The warranty period commences on the date the unit is installed as shown on the **warranty registration card that must be returned to Aquamaster**[®]. If no card has been returned, the warranty commences on the date the unit was shipped from our factory.

During the warranty period, **Aquamaster**[®] will repair or, at our option replace at no charge, all defective components provided the product is returned, shipping prepaid, to the **Aquamaster**[®] Service Department.

All warranty claims require prior Factory approval and authorization for return or service. Any and all warranty service work must be performed by **Aquamaster**[®] or approved Factory Trained Authorized Service Centers. Any type of service and repair performed within the warranty period by unauthorized personnel will void the warranty.

Before returning a unit to the factory for repair a **Return Goods Authorization Number** must be obtained. You can receive a number by calling the factory during normal business hours of 7:30 a.m. to 4:30 p.m. Central Standard Time at 1-800-693-3144 or 920-693-3121.

If after inspection of a unit sent in for repair no problem is found, a standard service fee may be charged.

MAINTENANCE OF ELECTRICAL OR MECHANICAL EQUIPMENT

Like all pieces of precision machinery certain maintenance procedures must be performed to keep your unit running trouble free for years. The following is a recommended list of things that should be done annually to prevent a more serious and costly problem from occurring.

- A. Remove unit from the water and inspect nuts, bolts, brackets, and float, replacing any broken or worn parts. Tighten any nuts and bolts that may have worked loose.
- B. Make sure the intake screen is in place, intact and free of debris.
- C. Inspect the motor shaft, impeller or propeller and diffuser making sure they are not damaged. If there is damage to any parts, replace them. If debris has wrapped around them, remove it, and inspect the shaft especially around the seal area. Debris wrapped in this area can push the seal faces apart causing water to enter the unit and shorting out the motor. If there is any evidence of this an annual maintenance should be performed (oil and seal change) to keep your unit running properly and warranty in effect.
- D. Check motor bearings by turning impeller or propeller shaft by hand; it should turn smoothly and quietly.
- E. Visually inspect the power cable making sure there are no cuts, worn spots or animal chew marks. If any damage has occurred, replacement of the cable must be done, **do not splice your cables**. Make sure the cable support grip is not broken and securely fastened to the unit before putting the unit back into the water.
- F. Under normal conditions no maintenance is required for a specific period of time after the initial installation of your unit. On all 1/2 HP units it is recommended that maintenance of replacing the seal and oil be performed annually after the initial 2 years of operation and every year thereafter. On 1 HP and larger units, maintenance should be performed after the initial 3 years of operation and annually thereafter, excluding The Masters Series® 1 – 5 HP units which maintenance should be performed after the initial 5 years of operation and annually thereafter. Routine maintenance consisting of power unit oil and seal change, along with inspection of all other in-water and electrical control panel components is recommended annually when installed in saltwater or highly brackish water conditions. Preventative or routine maintenance expenses are the responsibility of the customer. For warranty repair or replacement consideration, equipment must be pre-approved and returned to the **AquaMaster®** factory for inspection, repair or replacement. If you have a lot of debris floating in your pond (plastic bags, fishing line, etc.) you may choose to perform maintenance on all units annually, assuring you years of trouble free operation. In all cases it is strongly recommended that you remove your unit from the water annually for a good visual inspection.

Following these recommended procedures will result in years of trouble free operation and the keeping of your warranty in effect.

For further information, parts ordering assistance and the name of your closest distributor contact the factory at 1-800-693-3144 or 920-693-3121.

WINTERIZATION

AquaMaster® strongly suggests removing the floating fountain aerator for winter if you experience long periods of cold, freezing weather. Damage to the float, lighting and power unit could result from icing around the unit. Also possible damage to the motor could result if the prop or impeller or propeller is frozen in the ice when the unit tries to start.

There are specific maintenance procedures as outlined in your assembly instructions that will keep your unit trouble free for years. These procedures are especially important should you live in a potentially cold climate. The removal of your **AquaMaster®** unit before freezing conditions occur is a perfect opportunity to inspect your unit and keep it running trouble free.

If you have freezing for short periods of time you can decrease the chance of freezing in by running the unit for 24 hours a day.

NOTICE: Freeze damage to any component of your **AquaMaster®** unit or lighting system will not be covered under warranty.

WARNING: When operating the unit in ice covered bodies of water, the ice around the open water will be dangerously thinner than the rest of the body of water. Signs such as **DANGER THIN ICE** need to be posted of this condition. Injury and/or fatality may result if this danger is not posted. **Owner assumes all responsibility.**

TROUBLESHOOTING GUIDE

WARNING: Turn off all electrical power before servicing your unit. To prevent accidental startup of your unit while repairs are in process or while servicing your unit, the main electrical equipment disconnect should be turned off and the panel should be locked out with a padlock.

PROBLEM	POSSIBLE CAUSE	CORRECTIVE ACTION
Unit will not operate	No electrical power	Check breakers or fuses at power source. Check breakers and fuses in control panel. Check connections in cord/motor disconnect.
	Overload tripped out	Reset overloads, check unit for possible clogging or debris in propeller assembly. Is overload set properly.
	GFI tripped	Reset GFI, if the GFI continues to trip have a qualified electrician check to determine the cause. Check cable for bite or chew marks (animal damage), check power cable for cuts, if cut or damaged replace cable.
	Timer in off position or doesn't run	Reset timer, this should be done after any power interruption.
Motor runs, but no spray pattern or an erratic pattern	Propeller loose or missing	Tighten or replace propeller diffuser assembly.
	Propeller bent	Replace Propeller diffuser assembly.
	Debris in propeller diffuser assembly	Clean debris out. NOTE: Plastic bags, plastic wrap, fishing line will wrap on propeller and shaft. This must be cleaned out for proper performance.
	Nozzle clogged	Remove nozzle and clean out. NOTE: If pond is very dirty, put on an oversized intake screen.
	Intake screen plugged	Clean out, possibly put on an oversized intake screen.
	Unit touching bottom of pond	Reposition to deeper portion of the pond.
	3 Phase unit running in wrong direction	Switch any two motor leads to change direction.
	Pattern may require flow straightener	Consult factory.
	Sinking float	Repair or replace float
	High Winds	No corrective action taken. Pattern will return to normal as winds subside.
Timer will not run	Blown fuse	Replace control fuse.
	Bad timer	Replace timer.
Timer runs, power is ok, but unit will not run. Contactor will not pull in, and if pushed in manually the unit runs	Bad timer contacts	Replace timer.
	Overload tripped	Reset overload.
	Contactors is no good	Replace motor contactor.

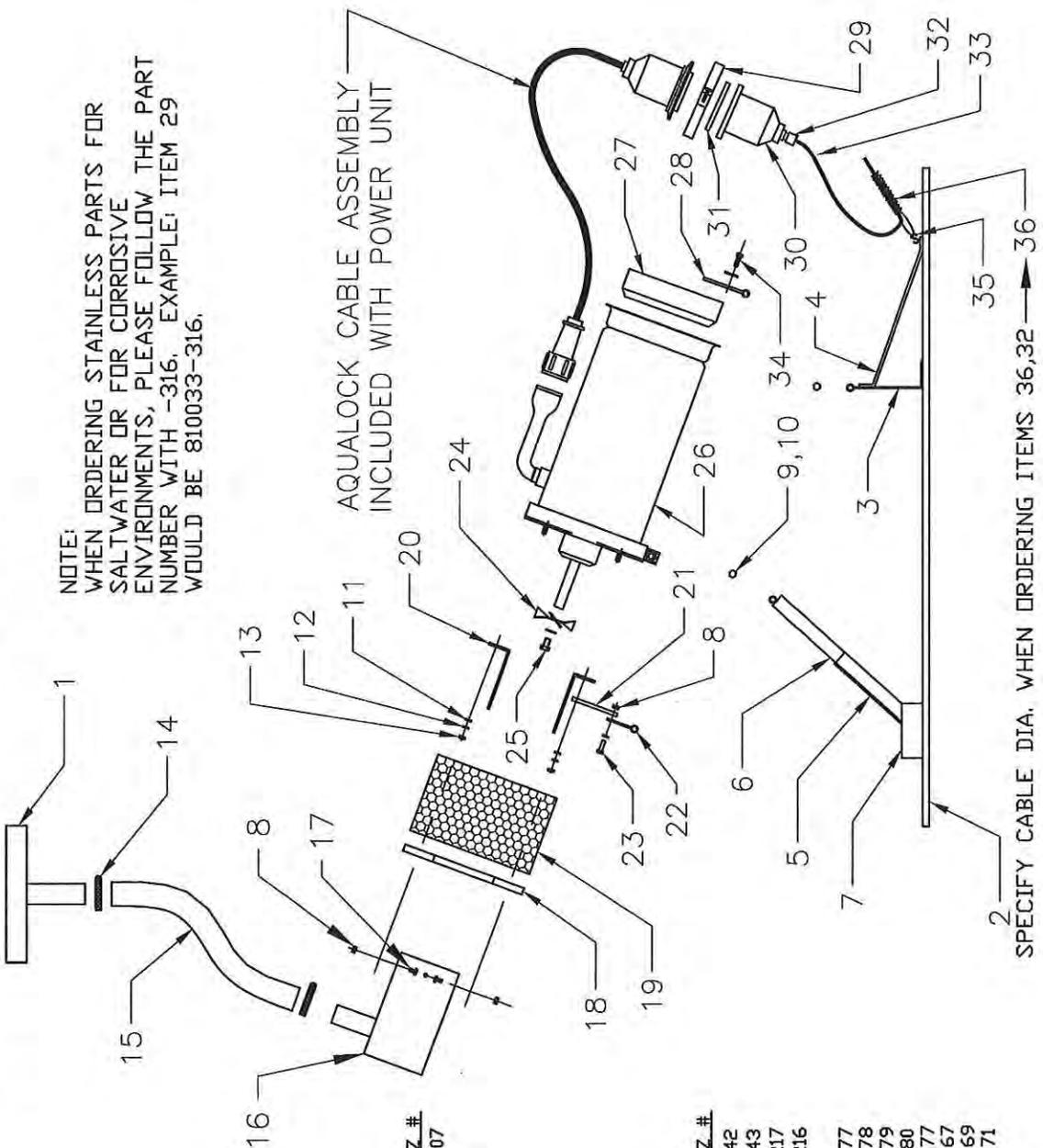
1/2 HP UNITS ONLY

Unit runs but stops and starts by itself	Low oil in unit a. Leaky seal or b. Damaged cable connector	Consult your dealer or authorized repair center.
--	---	--

PARTS LIST

1-5 H.P. BOTTOM MOUNTED ULTIMAX

ITEM QTY	DESCRIPTION	PART #
1	FLOAT (AIR INJECTOR ONLY)	870146
1	BASE	900151
3	BACK SUPPORT BRACKET	850035
4	BACK ANGLE BRACE	850036
5	FRONT ADJUSTMENT BRACKET	850037
6	FRONT ADJUSTMENT TUBE	850040
7	FRONT ADJUSTMENT ANGLE	850038
8	1/4-20 NYLOCK NUT SS	790088
9	2 5/16-18 X 4.5" HHCS SS	790147
10	4 5/16-18 NYLOCK NUT SS	790139
11	6 5/16 FLAT WASHER SS	790142
12	4 5/16-18 LOCK WASHER SS	790141
13	4 5/16-18 NUT SS	790140
14	HOSE CLAMP (AIR INJ. ONLY)	790009
15	30" AIR INTAKE TUBE (AIR ONLY)	900062
16	1 1.2,3 HP AIR MIXING CHAMBER	850051
	1 5 HP AIR MIXING CHAMBER	850055
	1 1HP HYDROMIXER DISCH. TUBE	780004
	1 2-3HP HYDROMIXER DISCH. TUBE	780007
	1 5HP HYDROMIXER DISCH. TUBE	780009
17	4 1/4-20 X 3/4 BHCS SS	790101
18	1 SCREEN PLATE 1-3 HP	870215
	1 SCREEN PLATE 5 HP	930059
19	1 INTAKE SCREEN 1-3 HP	870192
	1 INTAKE SCREEN 5 HP	850069
20	4 1.2,3 HP L-BRACKET	810051
	4 5 HP L-BRACKET	810052
21	2 FRONT ADAPTER BRACKET	850005
22	1 FRONT MOTOR HINGE BRACKET	850039
23	2 1/4-20 X 7/8" HHCS SS	790105
24	1 1 HP PROPELLER	800012
	1 2 HP PROPELLER	810043
	1 3 HP PROPELLER	810043
	1 5 HP PROPELLER	800015
25	1 PROPELLER BOLT	790132
26	1 POWER UNIT, 1 HP 1 PHASE	760061
	1 POWER UNIT, 2 HP 1 PHASE	760063
	1 POWER UNIT, 3.5HP 1 PHASE	760075
	1 POWER UNIT, 5 HP 1 PHASE	760065
	1 POWER UNIT, 1 HP 3 PHASE	760077
	1 POWER UNIT, 2 HP 3 PHASE	760067
	1 POWER UNIT, 3 HP 3 PHASE	760069
	1 POWER UNIT, 5 HP 3 PHASE	760071
	1 CHIME PLUG	760090
27	1 BACK MOTOR HINGE BRACKET	850034
28	1 DISCONNECT CLAMP	810033
29	1 CABLE DISCONNECT BODY	810031
30	1 DISCONNECT O-RING	810032
31	1 CORD CONNECTOR	860018
32	1 50 FT CABLE	-
33	4 #14X1" SMS	790223
34	1 S-HOOK, SS	790001
35	1 CABLE SUPPORT GRIP	860003



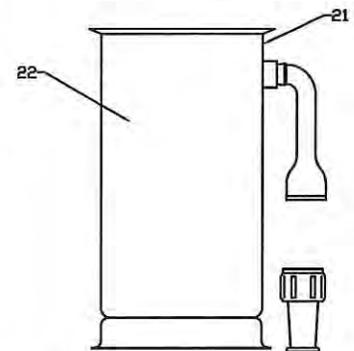
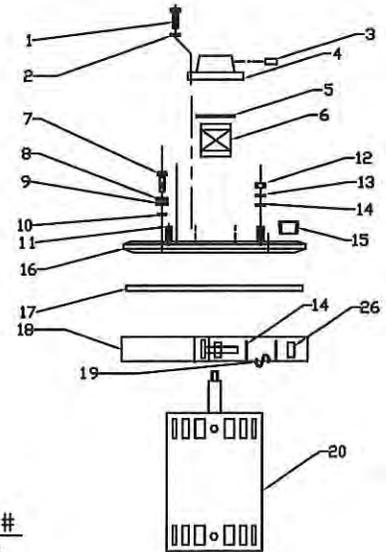
MAINTENANCE KIT
PART # 870126
SEAL INSTALLATION TOOL
PART # 870012

DWN	AQUAMASTER
MG	16624 cth. x Rev. VI. 53042
DATE	TITLE
11/15/06	1-5 H.P. ULTIMAX, BASE MOUNTED
REV	DWG. NO.
4/7/08	MD002-298

1-5 H.P. POWER UNIT WITH CHIME

ITEM	QTY	DESCRIPTION	PART #
1.	4	SOCKET HEAD SCREW, SS	790116
2.	4	LOCK WASHER	790084
3.	1	OIL PIPE PLUG	790013
4.	1	SEAL CARTRIDGE	810022
5.	1	O-RING, SEAL CARTRIDGE	800051
6.	1	SEAL ASSEMBLY	800063
7.	4	HEX HEAD BOLT	790134
8.	4	LOCK WASHER	790123
9.	4	FLAT WASHER	790121
10.	4	MOTOR O-RING SEAL	800019
11.	4	STUD, STAINLESS	790224
12.	4	NUTS, STAINLESS	790140
13.	4	LOCK WASHER	790141
14.	6	FLAT WASHER	790142
15.	2	OIL FILL PLUG	790005
16.	1	TOP PLATE STAINLESS	810023
17.	1	TOP PLATE QUAD RING	810027
18.	1	HOUSING CLAMP	810013
19.	1	S-HOOK	790001
20.	1	MOTOR (1HP-S/P)	800055
	1	MOTOR (2HP-S/P)	800056
	1	MOTOR (3.5HP-S/P)	800072
	1	MOTOR (5HP-S/P)	800038
	1	MOTOR (1HP-3/P)	800034
	1	MOTOR (2HP-3/P)	800061
	1	MOTOR (3HP-3/P)	800037
	1	MOTOR (5HP-3/P)	800039
21.	1	MOTOR HOUSING ASSEMBLY	760460
22.	8 QT.	OIL, FOOD GRADE	870001
23.	CHOOSE ONE	10 GA AQUA LOCK ASSEM.	760494
		12 GA AQUA LOCK ASSEM.	760496
24.	1	SEALING CAP, POWER UNIT	810083
25.	1	SEALING CAP, CABLE	810082
26.	2	NYLOCK NUT, SS 5/16-24	790138

50 HZ #
770085
770086
770087
770088
800034
800061
800037
800039



NOTE:
WHEN ORDERING STAINLESS PARTS FOR
SALTWATER OR FOR CORROSIVE
ENVIRONMENTS, PLEASE FOLLOW THE
PART NUMBER WITH -316. EXAMPLE:
ITEM 18 WOULD BE 810013-316.

SINGLE PHASE ONLY
ALL CAPACITORS ARE LOCATED
IN THE ELECTRICAL CONTROL PANEL
OR REMOTELY MOUNTED, 50 HZ CAPACITOR
VALUES ARE THE SAME AS 60 HZ, EXCEPT
FOR 2 HP* IS QTY 3 AT 40 MFD

HP	QTY	MICROFARADS
1	2	40 MFD
2*	2	30 MFD (OR 1 60 MFD)
3.5	2	30 MFD (OR 1 60 MFD)
5	2	40 MFD

23 SEE BELOW

- 760494 - 10 GA AQUA LOCK FOR:
1 HP 120V
3 AND 3.5 HP
5 AND 5.5 HP
- 760496 - 12 GA AQUA LOCK FOR:
1 HP 240V
2 HP

MAINTENANCE KIT #870126

SEAL INSTALLATION TOOL #870012

DATE	REV	TITLE	DWG. NO.
7/18/05		1-5 HP. POWER UNIT	
5/13/08			MD002-246

Classic Series, Oxymax® and Ultimax® 1-5HP IN-WATER COMPONENTS PRODUCT WARRANTY

AQUAMASTER®, hereinafter referred to as The Seller, warrants your Series 304 and/or Series 316 Stainless Steel **Classic Series, Oxymax® and Ultimax® 1-5HP** motor and seal assembly, float and underwater power cable (referred to as in-water components) for a period of 3 years on parts and labor, when used in **fresh water only**. This coverage is at 100% replacement costs, should it fail due to defects in materials or workmanship, during the 3 year period. This is in effect from the date of shipment, when given normal and proper usage as determined by The Seller or its authorized representative upon examination, and when owned by the original user. **Please note that normal and proper usage does not include any salt water or highly brackish water conditions. Series 316 Stainless Steel units must be used for these conditions.**

Classic Series, Oxymax® and Ultimax® 1-5HP SERIES 316 STAINLESS STEEL IN-WATER COMPONENTS PRODUCT WARRANTY

The Seller warrants your Series 316 Stainless Steel **Classic Series, Oxymax® and Ultimax® 1-5HP** in-water components for a period of 3 years on parts and labor, when operating in any salt water or highly brackish water conditions. This coverage is at 100% replacement costs, should it fail due to defects in materials or workmanship, during the 3 year period. This is in effect from the date of shipment, when given normal and proper usage as determined by The Seller or its authorized representative upon examination, and when owned by the original user.

ELECTRICAL CONTROL PANEL AND THEIR COMPONENTS PRODUCT WARRANTY

The Seller warrants all parts of its electrical control panel and their components against defects in material or workmanship for a period of 3 years on parts and 1 year on labor from date of shipment when given normal and proper usage as determined by The Seller upon examination, and when owned by the original user. Components purchased by The Seller as complete units and used as an integral part of The Seller's equipment will be covered by the standard warranty of the manufacturer thereof. The Seller will repair or replace F.O.B. original shipping point (but not install) any part or parts of its manufacture which in its judgment shall disclose defects in either material or workmanship. If requested by The Seller, parts for which a warranty claim is made are to be returned transportation prepaid to our Factory. This warranty becomes void if the article claimed to be defective has been repaired or altered in any way, or if the unit has been subject to misuse, negligence or accident, or when instructions for installing or operating have been disregarded.

It is recommended that the enclosed warranty card is returned to The Seller. A return authorization number must be obtained prior to any required return. We make no other warranty, expressed or implied, and make no warranty of merchantability or of fitness for any particular purposes, and there are no warranties which extend beyond the description of the face hereof. No employee or representative is authorized to change this warranty in any way or grant any other warranty. The remedies hereinabove afforded to original user are exclusive of all other remedies provided by law. The Seller shall not be liable for indirect or consequential damages where the loss sustained is of a commercial nature.

Purchased from _____

Model No. _____ Serial No. _____

Date Purchased _____



16024 CTH X, Kiel, WI 53042
800-693-3144 • 920-693-3121 www.aquamasterfountains.com

EXHIBIT C
TO
CONSTRUCTION SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
WATERWORKS BY GEORGE LLC

[Performance Bond]

See following page.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, _____ (hereinafter called Principal), as Principal, and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ (hereinafter called the Surety), as Surety, are held and firmly bound unto the Town of Fountain Hills (hereinafter called the Obligee) in the amount of _____(Dollars) (\$_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the _____ day of _____ 20____, for the material, service or construction described as _____ is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract and any extension of the Contract, with or without notice to the Surety, and during the life of any guaranty required under the Contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the Contract that may hereafter be made, notice of which modifications to the surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the extent as if it were copied at length in this agreement.

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

Witness our hands this _____ day of _____ 2016.

Principal Seal

By: _____

Surety Seal

By: _____

Agency of Record

EXHIBIT D
TO
CONSTRUCTION SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
WATERWORKS BY GEORGE LLC

[Payment Bond]

See following page.

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, _____ (hereinafter called Principal), as Principal, and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ (hereinafter called the Surety), as Surety, are held and firmly bound unto the Town of Fountain Hills (hereinafter called the Obligee) in the amount of _____(Dollars) (\$_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the _____ day of _____ 20____, for the material, service or construction described as _____ which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly pays all monies due to all persons supplying labor or materials to the Principal or the Principal's Subcontractors in the prosecution of the Work provided for in the Contract, this obligation is void. Otherwise it remains in full force and effect.

PROVIDED, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if they were copied at length in this agreement.

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

Witness our hands this _____ day of _____, 2016.

Principal Seal

By: _____

Surety Seal

By: _____

Agency of Record