

**CONSTRUCTION SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
PERFORMANCE PAVING & SEALING, LLC**

THIS CONSTRUCTION SERVICES AGREEMENT (this "Agreement") is made as of August 31, 2010 (the "Effective Date"), between the Town of Fountain Hills, an Arizona municipal corporation (the "Town") and Performance Paving & Sealing, LLC, an Arizona corporation (the "Contractor").

RECITALS

A. Pursuant to Town Code Section 3-3-5(C), the Town contacted contractors issued a seeking quotations (the "Quotation Request") for construction services including, but not limited to, replacement of concrete curbing in Pavement Maintenance Zone 4a, removal of existing curbing, street address numbering, sidewalk removal and replacement, minor pavement repairs and traffic control as required (the "Services").

B. The Contractor responded to the Quotation Request, a copy of which quotation is attached at Exhibit A, and incorporated herein by reference, and the Town desires to enter into an Agreement with the Contractor for the Contractor to perform the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing 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 is hereby acknowledged, the Town and the Contractor hereby agree as follows:

1. Project Description. Contractor shall do and perform, or cause to be done and performed in accordance with this Agreement, the Services necessary for the project entitled "Pavement Maintenance Zone 4a: Concrete Wedge Curb Replacement" (the "Project") in accordance with and as more fully described in the Town of Fountain Hills engineering details FH-135, FH 180, FH200.1, FH-225, FH-226, FH 235, FH 239, FH-255, FH553, prepared by Randy L. Harrel (collectively the "Scope") all of which are attached hereto as Exhibit A and incorporated herein by reference, at the location described in Exhibit B, attached hereto and incorporated herein by reference. Performance of the Services according to the Scope at the locations set forth in Exhibit B is referred to herein as the "Work." The Work must be performed and completed in accordance with all requirements of law and no Work shall be undertaken until Contractor has been issued all required permits.

2. Contract Time. The Work shall be completed by the later to occur of (i) 60 days from the date the Town issues a Notice to Proceed, or (ii) November 1, 2010 (the "Contract Time"). It is expressly understood that should Contractor fail to complete the Work covered hereby within the Contract Time, the Contractor agrees to pay and shall pay to the Town upon request therefore for each calendar day of delay beyond Contract Time, as liquidated damages, and

not as a penalty, the amount per day as set forth in MAG Specifications for each calendar day of delay.

3. Compensation; Payment. The Town shall pay Contractor a price not to exceed \$19,892.18 for the Work, in accordance with the Contractor's response to the Quotation Request (the "Contract Price"), attached hereto as Exhibit C and incorporated herein by reference. The Contract Price shall include an Owner's Contingency in amount not to exceed \$1,000.00 to be utilized as authorized by the Town to cover any unforeseen conditions or additional curb replacement identified during construction. No adjustment will be made to the Contract Price except by approved Change Order. Upon receipt of written notice that the Work is ready for final inspection and acceptance, the Town's representative shall promptly make a final inspection and, upon the Town's acceptance of the Work, the Town's representative shall promptly approve a certificate for payment stating that upon knowledge, information and belief and on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Agreement and that the entire balance found to be due to the Contractor is due and payable. Neither the final payment nor the retained percentage determined under ARIZ. REV. STAT. § 34-221 shall become due until the Contractor submits to the Town all required data establishing payment or satisfaction of all Contractor's obligations.

4. Reference Standards. The Contractor shall perform the Work required in conformance with the "Uniform Standard Specifications for Public Works Construction, 1998 Edition with revisions through 2010" and, except where specifically modified by the Town of Fountain Hills Standard Details, the "Uniform Standard Details for Public Works Construction, 1998 Edition with revisions through 2010" which are sponsored and distributed by the Maricopa Association of Governments ("MAG"), together with any amendments or supplements adopted by the Town (collectively the "MAG Specifications"). The MAG Specifications are incorporated herein by reference. Traffic control affected by the Work pursuant to 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. This Agreement shall govern in a conflict with the terms of the Barricade Manual or the MAG Specifications.

5. Inspection, Safety and Compliance. Each Contractor must inform itself fully of the conditions relating to the construction of the Project 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 has inspected the jobsite and has thoroughly reviewed this Agreement including, without limitation, the Scope documents listed on Exhibit A, as the same may be revised by the Town, and is not relying on any opinions or representations of Town. Contractor agrees to perform and complete such Work in strict accordance with this Agreement and under the general direction of the Town. Contractor agrees that any exclusions of any Work must be approved in writing by the Town prior to acceptance of this Agreement or same shall not be excluded hereunder. Contractor is responsible for all safety precautions and programs and shall provide all protection and necessary supervision to implement said precautions and programs. Contractor shall take all reasonable precautions for the safety of and provide reasonable protection to prevent damage, injury or loss to: (i) employees or others on the Project, (ii) the Work and materials and (iii) other property at the Project or adjacent thereto.

Contractor shall designate a responsible person on the Project whose duty shall be prevention of accidents. Contractor shall provide all competent supervision necessary to execute all Work and any Work incidental thereto in a thorough, first-class, workmanlike manner. It is Contractor's responsibility that all of the Work and any work incidental thereto conforms to, and is performed in accordance with, all applicable federal, state, county and city laws, codes, ordinances, regulations (including NPDES and air pollution) and orders of public authorities bearing on performance of the Work.

6. Changes in the Work. The Town may, without invalidating this Agreement, order changes in the Work consisting of additions, deletions or other revisions to the Agreement and the Contract Price and the Contract Time shall be adjusted as provided below. The Contract Price and/or the Contract Time may only be changed by the Town's written directive or approval authorizing said change, and said changes shall be performed under the applicable conditions of the Contract. The Contract Price shall be adjusted as a result of a change in the Work as follows:

6.1 Additions. When the Town increases the scope of the Work, Contractor will perform the increased work pursuant to Contractor's unit prices set forth in Exhibit C.

6.2 Deletions. When the Town decreases the Work resulting in a decrease in Contractor's quantity of the Work, the Town shall be allowed a decrease in the Contract Price amounting to the quantity of the deleted Work multiplied by the Contractor's unit prices as set forth in Exhibit C.

6.3 Estimating. Whenever the Town is considering a change to the Work, Contractor shall promptly, and in any event within five business days, estimate the price of the contemplated additional or deleted Work in good faith and as accurately as is then feasible. The estimate shall show quantities of labor, material and equipment and shall be pursuant to the rates set forth in the Contractor's Response to the Quotation Request, set forth in Exhibit C.

7. Documents. All documents prepared and submitted to the Town pursuant to this Agreement shall be the property of the Town.

8. Contractor Personnel.

8.1 Project Manager. Contractor shall employ a competent Project Manager and necessary assistants who shall be in attendance at the Project site during the progress of the Work. The Project Manager shall represent and be the agent of the Contractor and communications given to the Project Manager shall be as binding as if given to the Contractor.

8.2 Staffing. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Work to be performed under this Agreement. Contractor agrees to assign specific individuals to key positions. Contractor agrees that, upon commencement of the Work to be performed pursuant to 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 Work for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Work 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 of substantially equal ability and qualifications.

9. Progress Schedule. Contractor, immediately after entering into this Agreement, shall provide the Town with any requested scheduling information and a proposed progress schedule for performance of the Work in a form acceptable to the Town providing for commencement and completion of the Work within the Contract Time. Contractor shall prosecute the Work in a prompt and diligent manner and without hindering or delaying the Work of other contractors or subcontractors on the Project. The progress schedule shall be supplemented thereafter upon request. Work shall not commence upon this Project until a written Notice to Proceed has been issued to the Contractor by the Town. The Notice to Proceed will be considered issued on the date it is sent to the Contractor by certified mail, facsimile or delivered to the Contractor in person.

10. Drawings and Samples. Contractor shall furnish, within three working days following request therefore by the Town, detailed drawings of the Work and samples of materials required for the performance or coordination of the Work. Drawings and samples shall comply with the Scope or shall be rejected.

11. Errors in the Plans. The details and specifications are presumed to be correct, but Contractor shall be required to check carefully all dimensions and verify all vertical and horizontal controls using the nearest benchmark before beginning the Work. If any errors or omissions are discovered, the Town's representative shall be so notified in writing. The Town's representative shall immediately notify the Town's Engineer, who will then make such corrections, and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications and shall issue appropriate corrections. Any adjustments made by Contractor without prior review and acceptance shall be at its own risk. The settlement of any complication or disputed expenses arising from an adjustment made by Contractor shall be paid by Contractor at its own expense.

12. 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.

13. Licenses, Permits; Fees. Contractor shall secure and pay for all permits, governmental fees, licenses and inspections necessary for the proper execution and completion of Work which are customarily secured after execution of the Agreement and which are legally required. 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.

14. Labor; Materials. The Town has no obligation to provide tools, equipment or material to Contractor. Contractor shall provide and pay and shall insure under the requisite laws and regulations all labor, materials, equipment, tools, construction equipment, machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether incorporated or to be incorporated in the Work.

15. Warranty. Contractor warrants to the Town that all materials and equipment furnished under this Contract will be new, and that all Work will be of good quality, free from faults and defects. Contractor further guarantees all Work and materials for a period of one year from the date of acceptance of the Project. Should any portion of the Work need replacement or repair within one year from the date of completion due to construction methods or material failure, the Contractor shall replace such Work at no cost to the Town. If Contractor fails within reasonable time to replace or repair any portion of the Work deemed to be needed, the Town may cause such Work to be done and Contractor agrees to pay all costs incurred therein. All Work not conforming to the Scope documents, including substitutions not properly approved and authorized, may be considered defective. If required by the Town, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

16. Performance Warranty. Contractor warrants that the services rendered in performance of the Work will conform to the requirements of this Agreement and to the highest professional standards in the field.

17. Taxes. Contractor shall pay all licenses, sales, consumer, use and other similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted at the time on the Effective Date of this Agreement, whether effective or subsequently applicable due to acts of jurisdictions or bodies other than the Town.

18. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend 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”), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor 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.

19. Insurance.

19.1 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 and self-insured retention or deductible portions, 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. 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.

G. 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.

H. 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.

I. 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. In the event any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend for two years past completion of the Work and the Town's acceptance of the Contractor's Work or services and as evidenced by annual certificates of insurance. 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 this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without a reference to this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Agreement 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 as respects performance of the 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) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form 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.

19.2 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 adjunct or residual to performing the work under this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Work 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. In the event the Professional Liability insurance policy is written on a “claims made” basis, coverage shall extend for two years past completion and acceptance of the Work, and the Contractor shall be required to submit certificates of insurance and a copy of the declaration page(s) of the insurance policies evidencing proper coverage is in effect as required above.

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.

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

20. 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.

20.1 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 Development Services Department within the time specified or seven days after Notice of Award if no period is specified. If the Contractor fails to execute the security document as required, the Contractor may be found in default and the Contract 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 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 proposal and 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.

20.2 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 Development Services Department within the time specified or seven days after Notice of Award if no period is specified. If the Contractor fails to execute the security document as required, the Contractor may be found in default and the 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 E, 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 proposal and 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.

21. Applicable Law; Venue. In the performance of this Agreement, Contractor shall abide by and conform to any and all laws of the United States, State of Arizona and Town of Fountain Hills, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

22. Termination; Cancellation.

22.1 Termination by the Town for Cause.

A. Default; Cure. If the Contractor refuses or fails to supply sufficient properly skilled staff or proper materials, or disregards laws, ordinances, rules, regulations, or orders of any public authority jurisdiction, or otherwise substantially violates or materially breaches any term or provision of this Agreement, and such nonperformance or violation continues without cure for 15 days after the Contractor receives written notice of such nonperformance or violation from the Town, then the Town may, without prejudice to any right or remedy otherwise available to the Town, terminate this Agreement.

B. Substitute Performance. Upon termination of this Agreement by the Town, the Town shall be entitled to furnish or have furnished the Work to be performed hereunder by the Contractor by whatever method the Town may deem expedient. Such substitute performance shall not constitute or be construed as a waiver by the Town of any action, claim or demand the Town may have against Contractor by reason of injury or damage resulting to the Town because of Contractor's failure of performance hereunder. Contractor shall pay to the Town a sum equal to the Town's total cost of completing such Work, and a sum for reasonable attorneys' fees and litigation expenses for procuring substitute performance for the Work. In no event shall any delay in performance hereunder by Contractor be excused unless, and then to the extent only, such delay is excused by the Town in writing.

C. Contractor Insolvency. Upon the appointment of a receiver for the Contractor, or if the Contractor makes a general assignment for the benefit of creditors, the Town may terminate this Contract, without prejudice to any right or remedy otherwise available to the Town, upon giving three working days' written notice to the Contractor. If an order for relief is entered under the Bankruptcy Code with respect to the Contractor, the Town may terminate this Agreement by giving three working days' written notice to the Contractor unless the Contractor or the trustee completes all of the following:

- (1) Promptly cures all breaches within such three-day period.
- (2) Provides adequate assurances of future performance.
- (3) Compensates the Town for actual pecuniary loss resulting from such breaches.
- (4) Assumes the obligations of the Contractor within the established time limits.

22.2 Termination by the Town for Convenience. The Town may, upon 30 days' written notice to the Contractor, terminate this Contract, in whole or in part, for the convenience of the Town without prejudice to any right or remedy otherwise available to the Town. Upon receipt of such notice, the Contractor shall immediately discontinue all services affected unless such notice directs otherwise. In the event of a termination for convenience of the Town, the Contractor's sole and exclusive right and remedy shall be payment for all work performed through the date of

termination. The Contractor shall not be entitled to be paid any amount as profit for unperformed services or consideration for the termination of convenience by the Town.

22.3 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 the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a contractor to any other party of the Agreement with respect to the subject matter of the Agreement.

22.4 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 cancelled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor an amount equal to 150% of the gratuity.

23. Agreement Subject to Appropriation. The provisions of this Agreement for payment of funds by the Town shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The Town shall be the sole judge and authority in determining the availability of funds under this Agreement and the Town shall keep the Contractor fully informed as to the availability of funds for the Agreement. The obligation of the Town to make any payment pursuant to this Agreement is a current expense of the Town, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the Town. If the Town Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the Town and the Contractor shall be relieved of any subsequent obligation under this Agreement.

24. Miscellaneous.

24.1 Independent Contractor. The Contractor acknowledges and agrees that the Work provided under this Agreement is 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 Work provided under this Agreement so long as Contractor meets the requirements of its agreed Scope as set forth in Section 1 above. 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.

24.2 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 remains in compliance with all rules, regulations,

ordinances, statutes or laws affecting the Work, including 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 (“OSHA”) standards.

24.3 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.

24.4 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the 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, the Agreement will promptly be physically amended to make such insertion or correction.

24.5 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 the Agreement which may remain in effect without the invalid provision or application.

24.6 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 the 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.

24.7 Assignment. No right or interest in this Agreement shall be assigned by Contractor without prior, written permission of the Town signed by the Town Manager and no delegation of any duty of Contractor shall be made 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.

24.8 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. The names of subcontractors submitted at the time of the submission of this Agreement to the Town shall be assumed to be the subcontractors which the Contractor shall use for Work required to be done under the Contract Documents. The Contractor shall make no substitution for any subcontractor, person, or entity previously selected if the Town makes a reasonable objection to such substitution. Contractor shall not contract with any subcontractor to whom the Town has made a reasonable objection. Contractor shall not be required to contract with anyone to whom it has made a reasonable objection.

24.9 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.

24.10 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.

24.11 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.

24.12 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.

24.13 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, (C) given to a recognized and reputable overnight delivery service, to the address set forth below or (D) delivered by facsimile transmission to the number set forth below:

If to the Town: Town of Fountain Hills
 16705 East Avenue of the Fountains
 Fountain Hills, Arizona 85268
 Facsimile: 480-837-3145
 Attn: Richard L. Davis, Town Manager

With copy to: GUST ROSENFELD, P.L.C.
 One East Washington Street, Suite 1600
 Phoenix, Arizona 85004-2553
 Facsimile: (602) 254-4878
 Attn: Andrew J. McGuire, Esq.

If to Contractor: Performance Paving & Sealing, LLC
15218 East Pageland Circle
Fountain Hills, Arizona 85268
Facsimile: (480) 816-1949
Attn: Tom Tuttle

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, (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, or (D) when received by facsimile transmission during the normal business hours of the recipient. 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.

24.14 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.

24.15 Records and Audit Rights. Contractor's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement to ensure that the Contractor and its subcontractors are complying with the warranty under subsection 24.16 below (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 24.16 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.

24.16 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 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.

24.17 Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Contractor certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or 35-393, as applicable. If the Town determines that the Contractor submitted a false certification, the Town may impose remedies as provided by law including terminating this Agreement.

24.18 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the Agreement, the Scope of Work, the Fee Proposal, the Quotation Request and the Contractor's response to the Quotation Request, the documents shall govern in the order listed herein.

24.19 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.

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

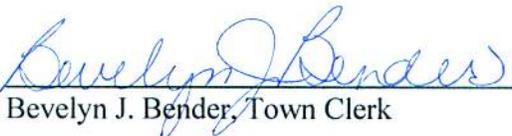
"Town"

TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation



Richard L. Davis, Town Manager

ATTEST:



Bevelyn J. Bender, Town Clerk

"Contractor"

Performance Paving + Sealing LLC
an Arizona corporation

By: Performance Paving + Sealing LLC

Name: 

Its: Owner

(ACKNOWLEDGEMENTS)

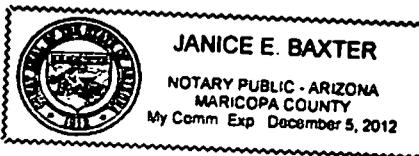
STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on September 30, 2010,
by Richard L. Davis, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona
municipal corporation, on behalf of the Town of Fountain Hills.

Janice E. Baxter
Notary Public in and for the State of Arizona

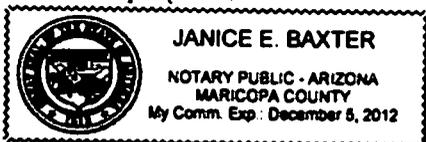
My Commission Expires:

December 5, 2012



STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on September 29, 2010,
by Thomas A. Tuttle as Owner of Performance, an
Arizona corporation, on behalf of the corporation. Painting & Sealing, LLC



Janice E. Baxter
Notary Public in and for the State of Arizona

My Commission Expires:

December 5, 2012

EXHIBIT A
TO
CONSTRUCTION SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
PERFORMANCE PAVING & SEALING, LLC

[Scope]

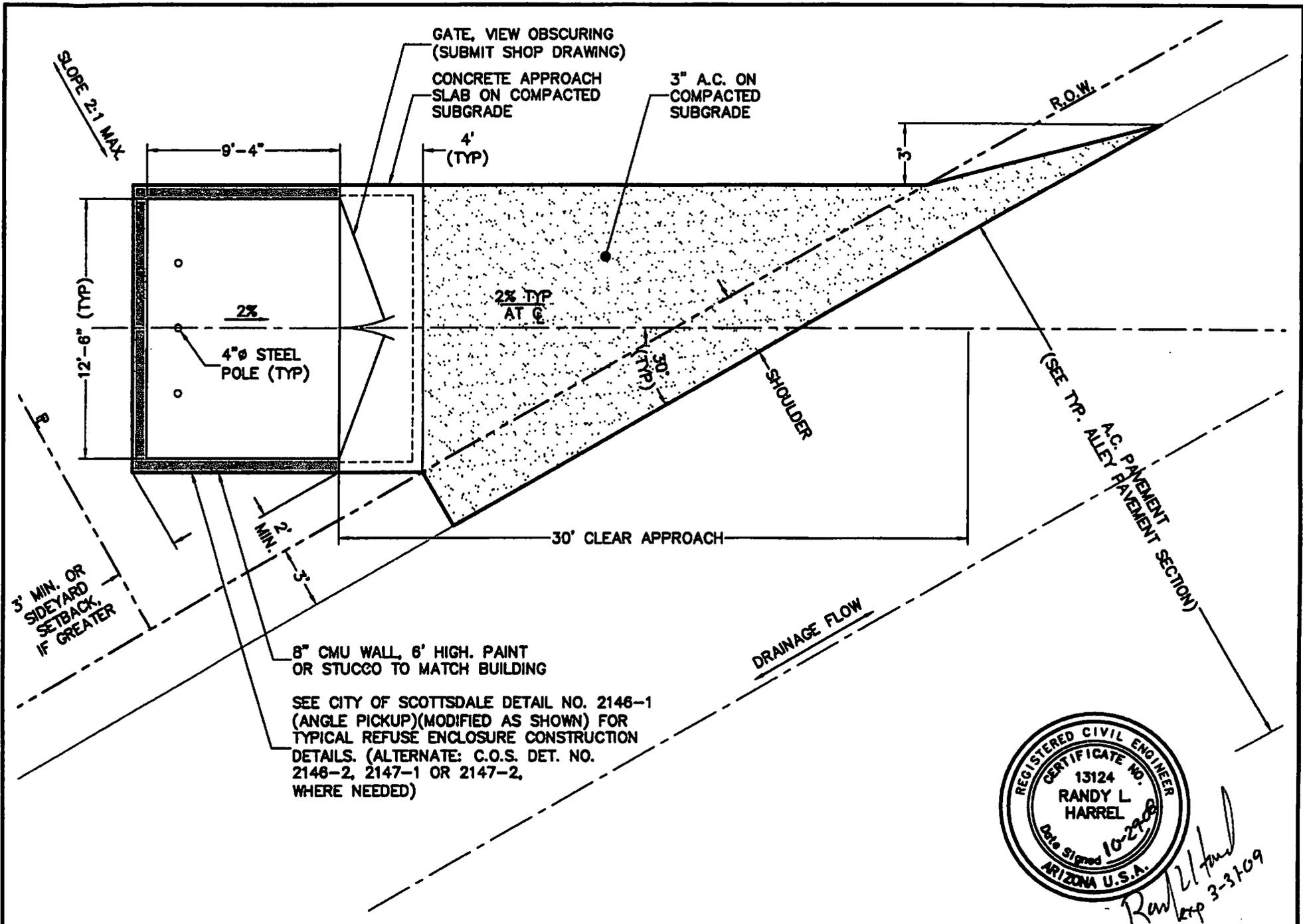
See following pages.

SCOPE

This project includes but is not limited to the replacement of concrete curbing in Pavement Maintenance Zone 4a, removal of existing curbing, street address numbering, sidewalk removal and replacement, minor pavement repairs, traffic control as required. All work shall conform to MAG Specifications and Town of Fountain Hills Standard Details.

The locations of the work are listed below. Quantities shown are approximate and it is the Contractor's responsibility to verify actual quantities.

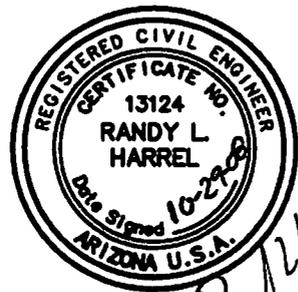
1. 16' @ 11037 Buffalo
2. 77' @ Garland cul-de-sac
3. 17' @ Corner of Bucking Bronco & Mustang
4. 16' Transition @ 15135 Mustang
5. 36' and two transitions @ 11239 Pinto
6. 11' @ 11004 Pinto
7. 10' @ 15703 Mustang
8. 62' @ Mustang cul-de-sac
9. 10' and transition on Indian Pony
10. 27' on S.W. corner of Indian Pony & Palomino
11. 41' on S.E. corner of Indian Pony & Palomino
12. 54' on N.W. corner of Palomino & Fountain Hills Blvd
13. 11' and transition @ 15836 Palomino
14. 15' of roll curb @ 15619 Palomino (includes removal)
15. 28' N.W. corner of Palomino & Winchester
16. 32' @ 15702 Sunburst
17. 13' @ 15717 Sunburst (with new address #'s)
18. 7' @ 15716 Sunburst (with new address #'s)
19. 10' @ 15804 Telegraph
20. 12' @ 15636 Sunburst
21. 7' @ 15478 Telegraph
22. 15' @ corner of Greystone & Starburst, wedge to vertical curb transition
23. 20 square feet of sidewalk removal and replacement @ corner of Greystone and Starburst
24. 7' driveway to curb transition @ 15508 Greystone (includes removal)
25. 5' @ 16208 Ocotillo
26. 40' @ 15930 Burro
27. 26' @ 15850 Burro (with new address #'s)



3' MIN. OR
SIDEYARD
SETBACK,
IF GREATER

8" CMU WALL, 6' HIGH. PAINT
OR STUCCO TO MATCH BUILDING

SEE CITY OF SCOTTSDALE DETAIL NO. 2146-1
(ANGLE PICKUP)(MODIFIED AS SHOWN) FOR
TYPICAL REFUSE ENCLOSURE CONSTRUCTION
DETAILS. (ALTERNATE: C.O.S. DET. NO.
2146-2, 2147-1 OR 2147-2,
WHERE NEEDED)



Randy L. Harrel
RPH 3-3-09

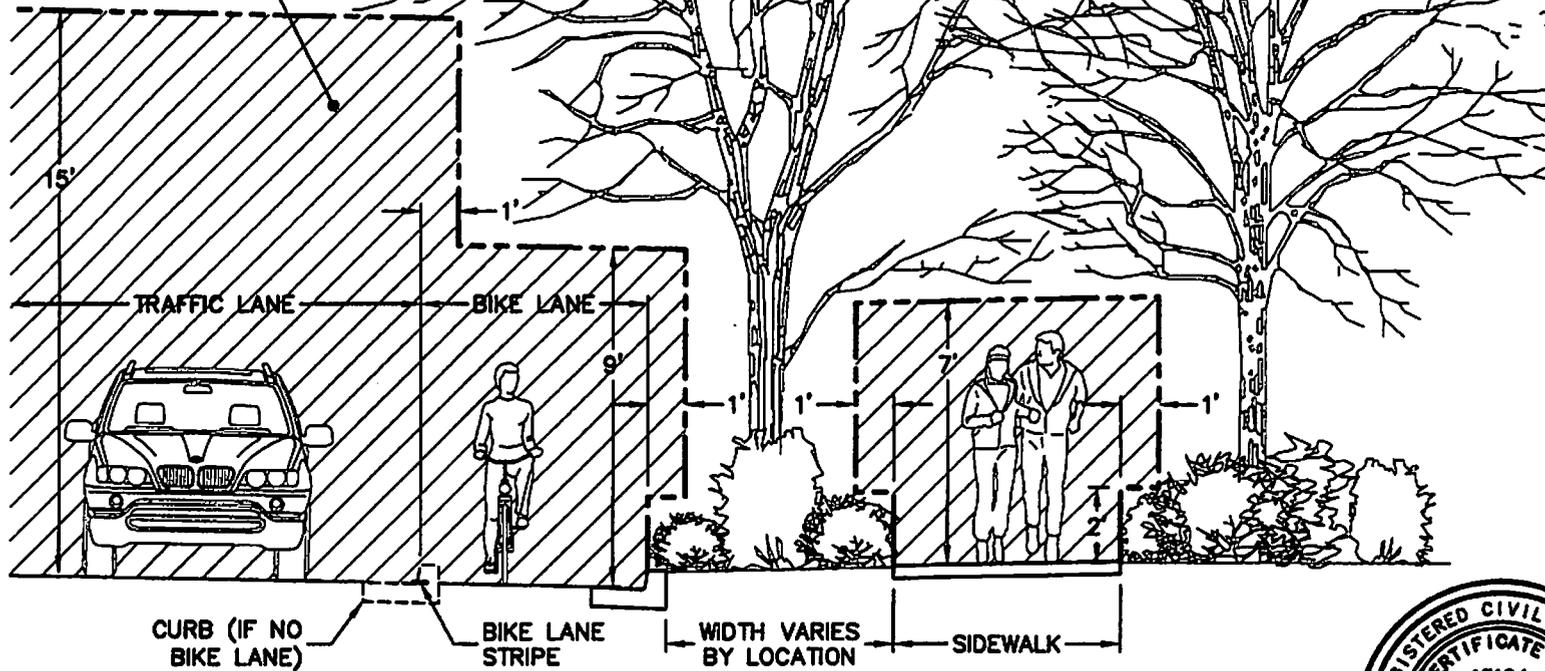


TOWN OF FOUNTAIN HILLS

TYPICAL REFUSE ENCLOSURE PLAN
(BY PROPERTY OWNER)

FH-135

TRIM OR REMOVE
VEGETATION WITHIN
THIS AREA



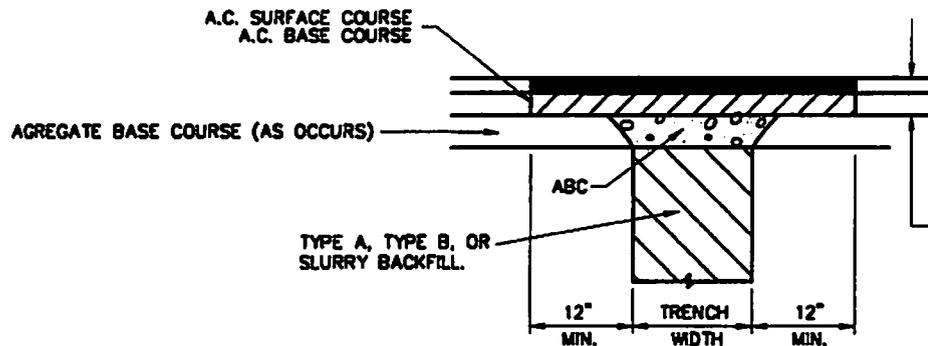
NOTE:
REMOVE VEGETATION WHERE
DIRECTED FOR VEHICULAR
SIGHTLINES.



TOWN OF FOUNTAIN HILLS
STANDARD DETAIL

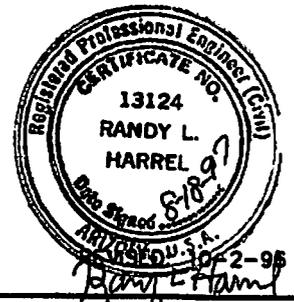
VEGETATION TRIMMING & REMOVAL SECTION

DETAIL NO.
FH 180



TYPE D ASPHALT CONCRETE
 THICKNESS TO MATCH EXISTING,
 MINIMUM:
 2" - LOCAL STREETS
 3" - COLLECTOR STREETS (2 COURSES)
 4" - ARTERIAL STREETS (2 COURSES)

ASPHALT "T" TOP



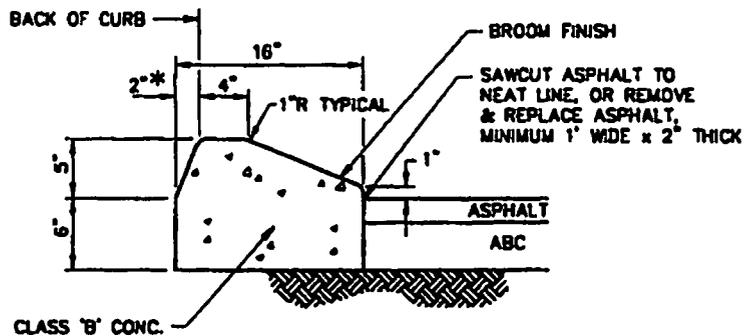
DETAIL NO.
 FH200.1



TOWN OF FOUNTAIN HILLS
 STANDARD DETAIL

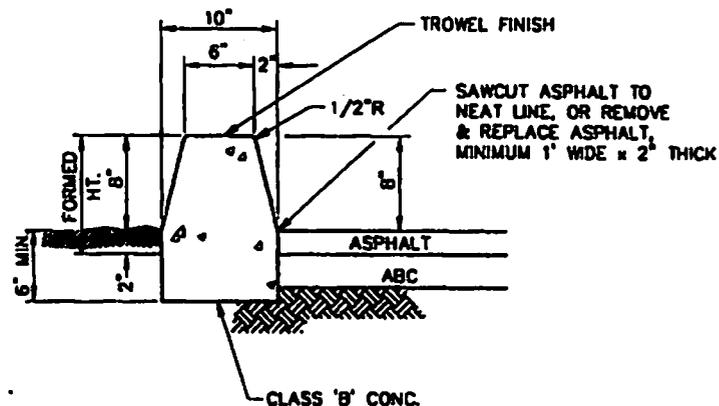
BACKFILL, PAVEMENT & SURFACE REPLACEMENT

DETAIL NO.
 FH200.1



* OR 0".

WEDGE CURB REPLACEMENT

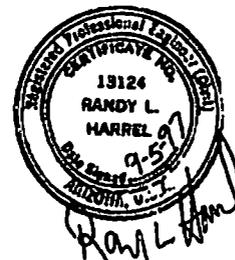


VERTICAL SLIP CURB REPLACEMENT

NOTES

1. THESE DETAILS SHALL BE USED ONLY WHERE REPLACING SHORT LENGTHS OF EXISTING WEDGE OR VERTICAL SLIP CURB.
2. ABOVE-GROUND DIMENSIONS ARE APPROXIMATE. MATCH SIZE OF EXISTING CURBS.
3. CONTRACTION JOINT SPACING 10' MAX. EXPANSION JOINTS PER MAG STD. 340
4. REPLACE CURB TO ANY EXISTING JOINT WITHIN 4' OF THE TRENCH OR WORK AREA.
5. SAWCUT & REPLACE CURB PAST NEW CRACKS AND EXISTING CRACKS DISPLACED BY THE WORK.
6. CONCRETE, ASPHALT, OR OTHER MATERIALS SHALL NOT BE PLACED IN THE STREET TO IMPROVE DRIVEABILITY AT EXISTING WEDGE CURB, IN LEIU OF THIS DETAIL.

REV. DATE: 4-13-85 KJV
 REV. DATE: 3-4-87 KJV
 REV. DATE: 8-25-87 KJV



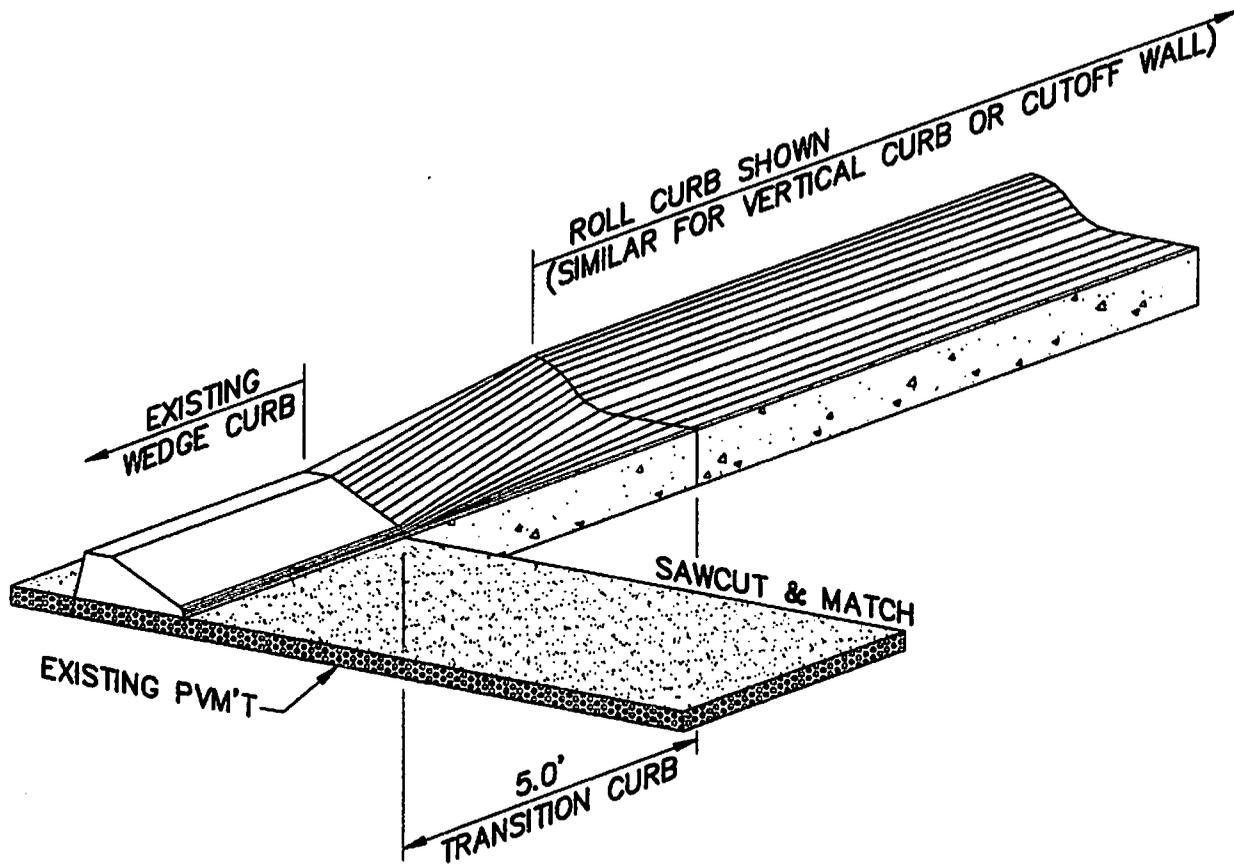
DETAIL NO.
 FH-225



TOWN OF FOUNTAIN HILLS
 STANDARD DETAIL

CURB REPLACEMENT DETAILS

DETAIL NO.
 FH-225



TYPICAL WEDGE CURB TO ROLL CURB,
 VERTICAL CURB, OR CUTOFF WALL TRANSITION

N.T.S.



DETAIL NO.



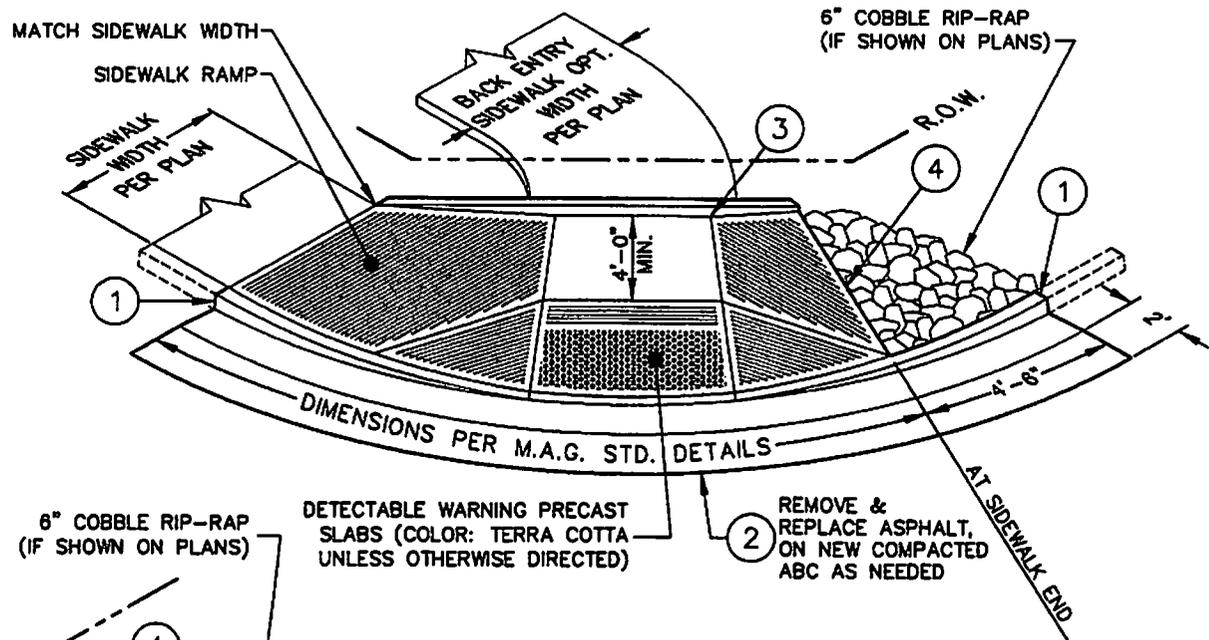
TOWN OF FOUNTAIN HILLS
 STANDARD DETAIL

CURB TRANSITION DETAIL

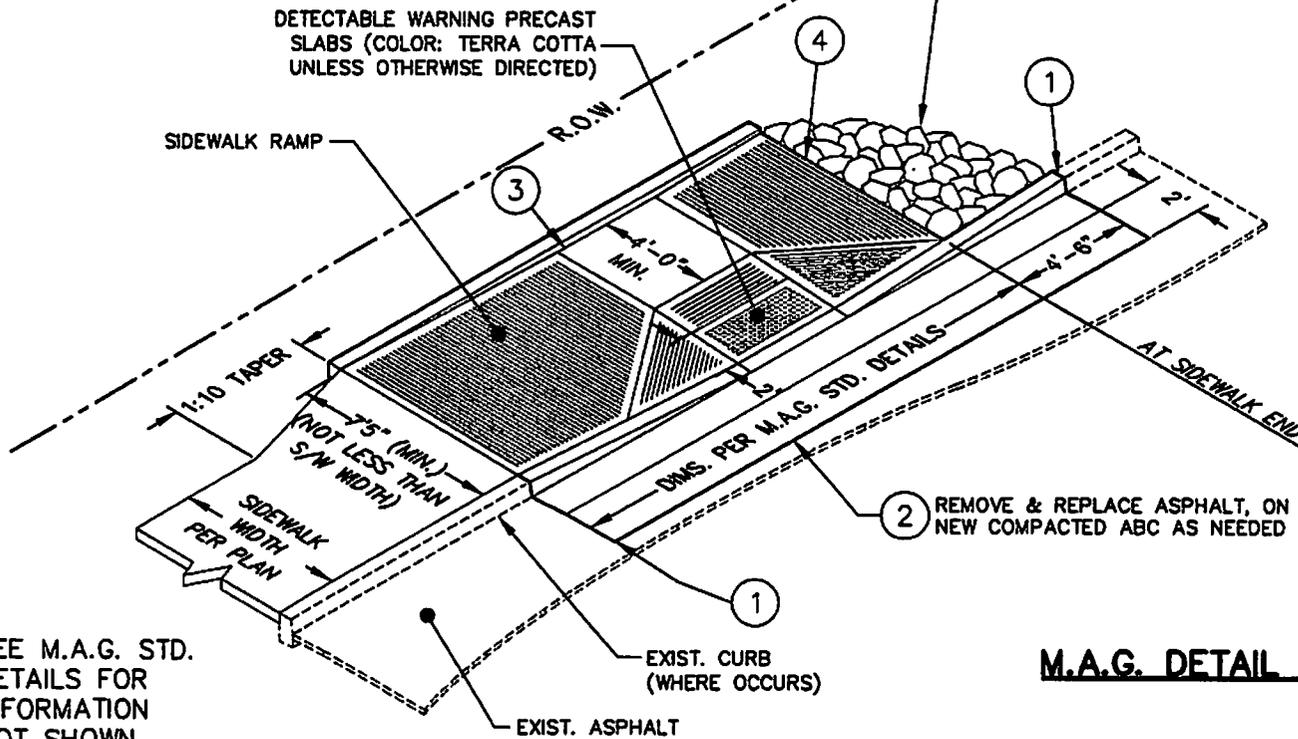
DETAIL NO.
 FH-226

KEYNOTES:

- ① TRANSITION TO AN EXIST. CURB: IF AN EXISTING CURB JOINT OCCURS WITHIN 5' PAST PROPOSED LOCATION; SAWCUT, REMOVE & REPLACE CURB & ASPHALT, AND TRANSITION THE CURB SHAPE. OTHERWISE, TRANSITION THE CURB SHAPE WITHIN THE END 4'-6" OF THE NEW CURB SHOWN TO THE EXIST. CURB JOINT
- ② AT EXIST. VERTICAL CURB & GUTTER IN SATISFACTORY CONDITION, (BUT NOT AT EXIST. ROLL CURB & GUTTER, WEDGE CURB, OR VERTICAL SLIP CURB) THE EXIST. CURB MAY BE HORIZONTALLY SAWCUT INSTEAD OF THE CURB & ASPHALT REMOVAL & REPLACEMENT SHOWN
- ③ FOR BACK OF CURB & SIDEWALK ELEVATIONS, CONTINUE CROSS SLOPE AT $\frac{1}{4}$ " PER FOOT FOR SIDEWALK WIDTHS GREATER THAN 5'. FOR BACK ENTRY SIDEWALK OPTION, DELETE BACK CURB (NOTE: ANGLE THE BACK CURB, IF NEEDED, FOR A 4' MIN. RAMP LANDING WIDTH)
- ④ CONTINUE SIDEWALK & BACK CURB TO END OF RAMP PER THE M.A.G. DETAIL, WHEN SHOWN ON PLANS, FOR FUTURE CONTINUATION OF SIDEWALK, WIDTH PER PLANS. 5' WIDTH (BETWEEN CURBS) AT RAMP END, EXCEPT AS SHOWN ON PLANS



M.A.G. DETAIL 231(MOD)
(M.A.G. DETAIL 232-SIMILAR)



SEE M.A.G. STD. DETAILS FOR INFORMATION NOT SHOWN

M.A.G. DETAIL 233(MOD)



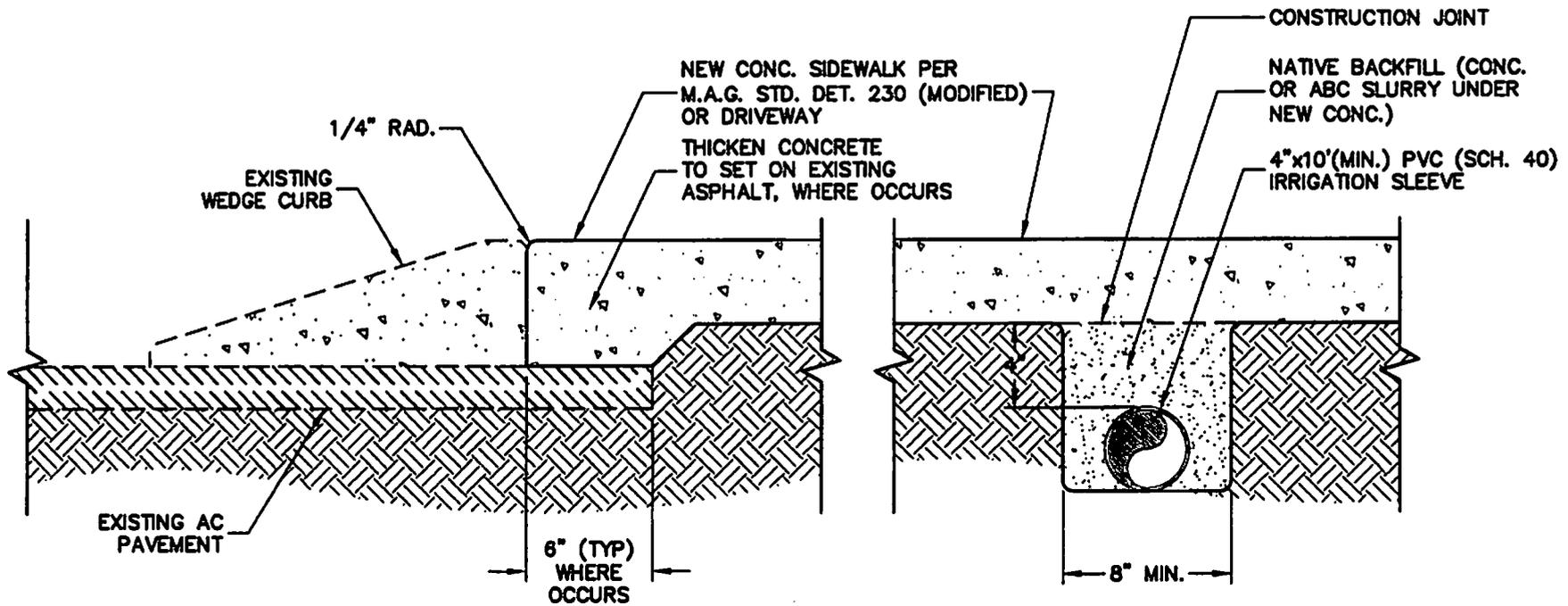
Randy L. Harrel
EXPIRES 3-31-09



TOWN OF FOUNTAIN HILLS
STANDARD DETAIL

MODIFIED SIDEWALK RAMP AT EXISTING CURB
(MODIFIED M.A.G. STD. DET. 231-233)

DETAIL NO.
FH 235



AT WEDGE CURB

AT IRRIGATION SLEEVE

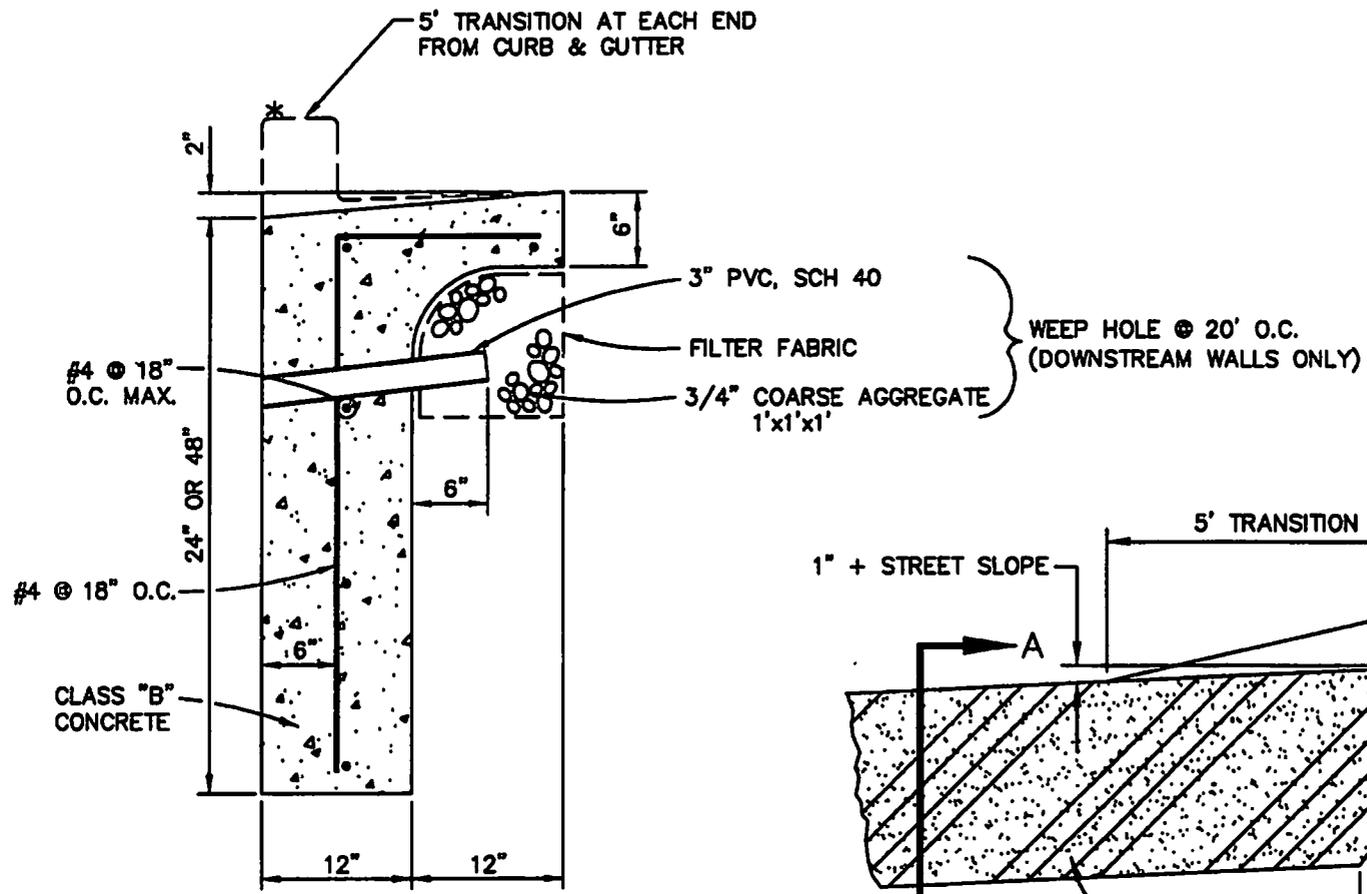
- SLEEVE TO EXTEND 1' MIN. EACH SIDE OF NEW CONCRETE
- CAP ENDS OF SLEEVES
- STAMP EACH EDGE OF NEW CONCRETE W/4" HIGH LETTER "S" ABOVE ϵ OF SLEEVE
- SEE ADOT DET. C16.40 FOR OTHER SLEEVE CONSTRUCTION DETAILS



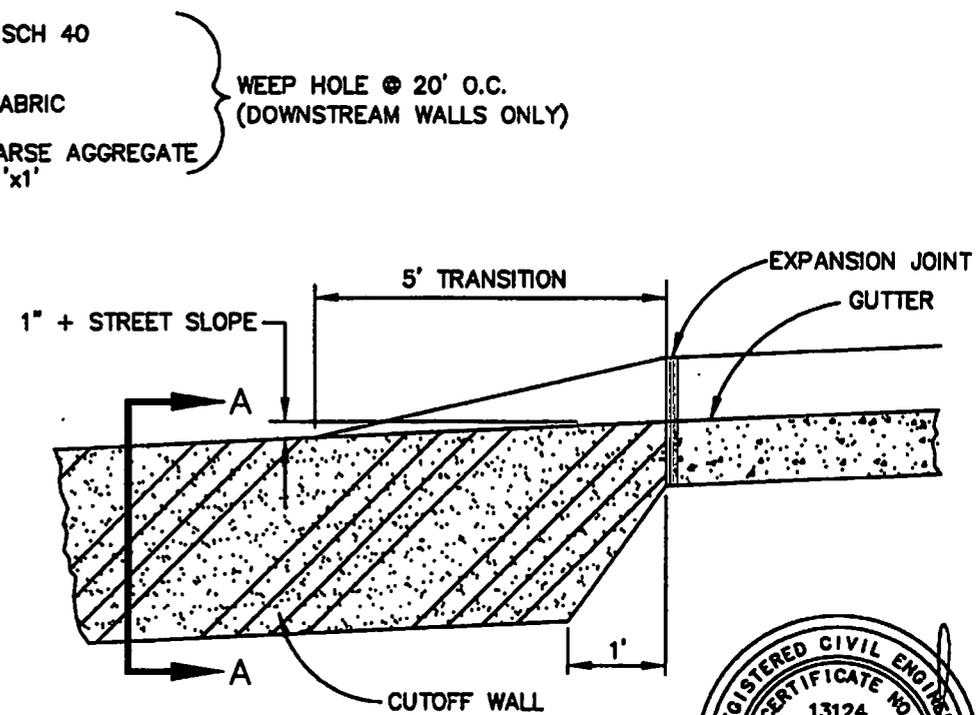
TOWN OF FOUNTAIN HILLS
STANDARD DETAIL

SIDEWALK DETAILS

DETAIL NO.
FH 239



SECTION A-A
N.T.S.



LONGIT. PROFILE
N.T.S.

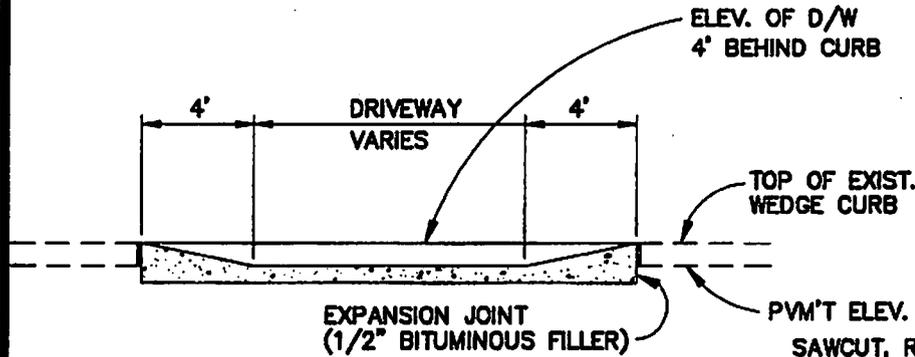
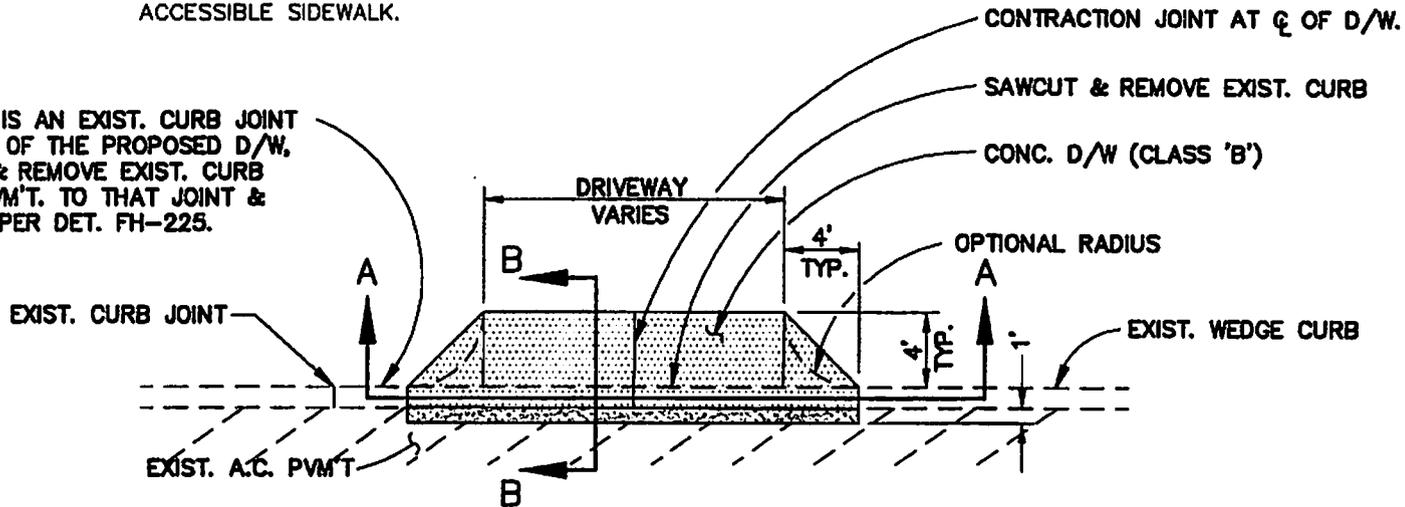


* PROVIDE METAL PLACQUE - "ONLY RAIN IN THE STORM DRAIN", 1' FROM EXPANSION JOINT. LOCATION - AS DIRECTED.

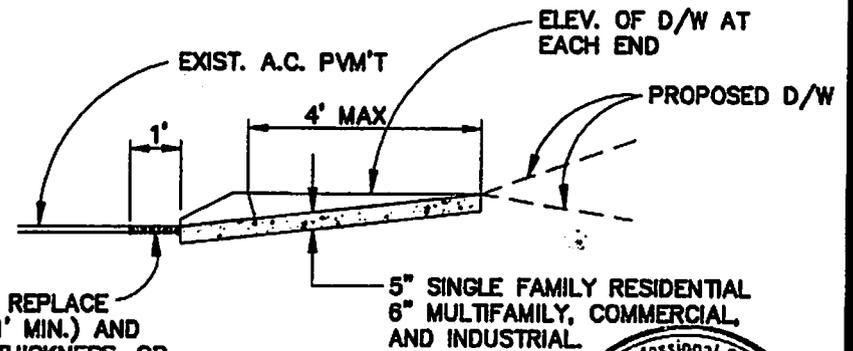
DETAIL NO. FH553	 TOWN OF FOUNTAIN HILLS STANDARD DETAIL	CONCRETE FOOTER CURB	DETAIL NO. FH553
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NOTE: THIS DETAIL DOES NOT APPLY TO LOCATIONS WITH A FUTURE HANDICAP ACCESSIBLE SIDEWALK.

IF THERE IS AN EXIST. CURB JOINT WITHIN 4' OF THE PROPOSED D/W, SAWCUT & REMOVE EXIST. CURB & A.C. PVM'T. TO THAT JOINT & REPLACE PER DET. FH-225.



SECTION A-A
N.T.S.



SECTION B-B
N.T.S.

SAWCUT, REMOVE & REPLACE EXIST. A.C. PVM'T (1' MIN.) AND MATCH EXIST. A.C. THICKNESS, OR SAWCUT TO NEAT LINE OF LIP OF CURB

5" SINGLE FAMILY RESIDENTIAL
6" MULTIFAMILY, COMMERCIAL,
AND INDUSTRIAL



DETAIL NO.



TOWN OF FOUNTAIN HILLS
STANDARD DETAIL

DRIVEWAY CONNECTION DETAIL

DETAIL NO.
FH-255

EXHIBIT B
TO
CONSTRUCTION SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
PERFORMANCE PAVING & SEALING, LLC

[Location Map]

See following pages.

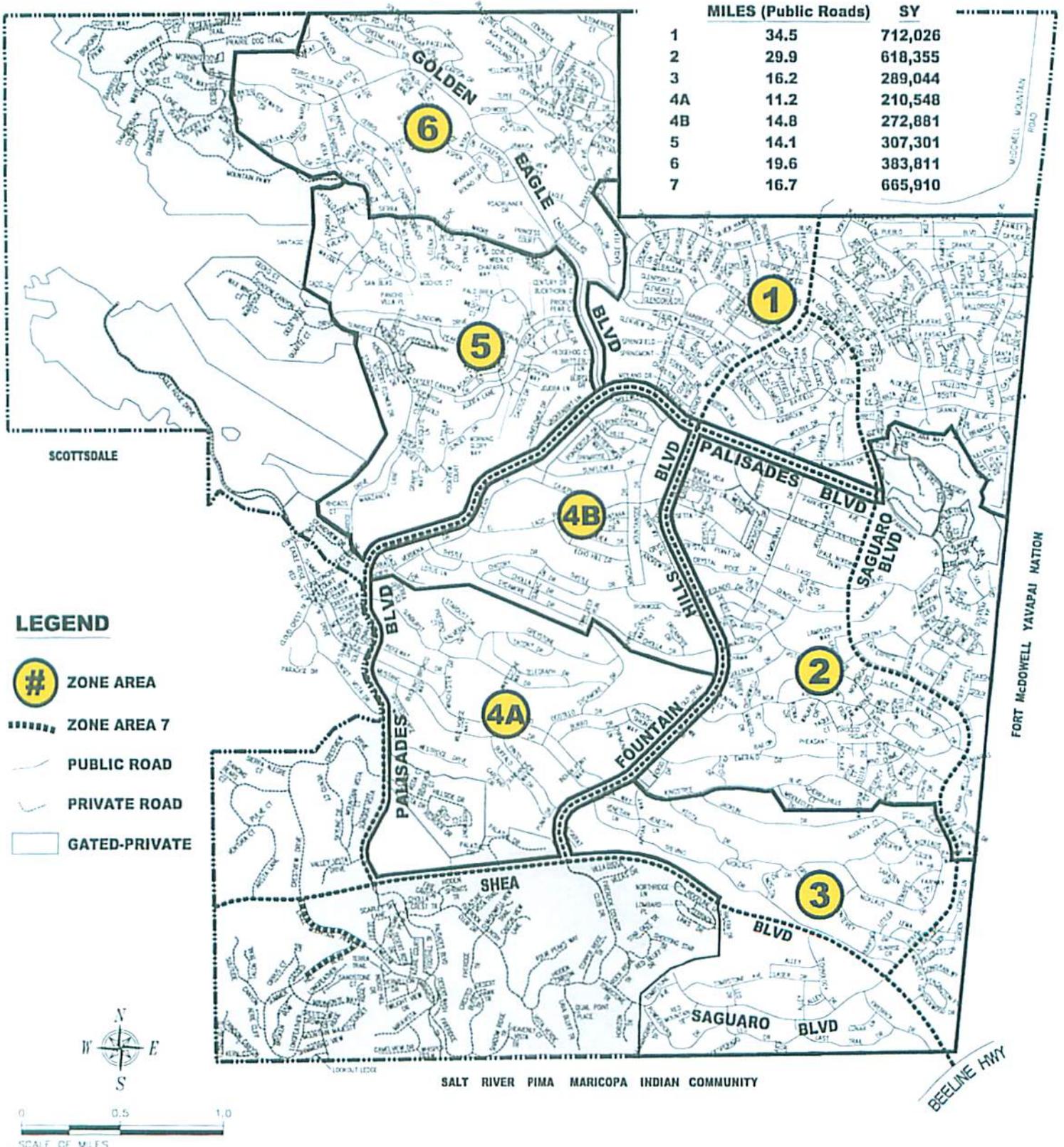


Town of Fountain Hills

PAVEMENT MAINTENANCE MAP

UPDATED: JANUARY 29, 2009

MC DOWELL MOUNTAIN PARK



	MILES (Public Roads)	SY
1	34.5	712,026
2	29.9	618,355
3	16.2	289,044
4A	11.2	210,548
4B	14.8	272,881
5	14.1	307,301
6	19.6	383,811
7	16.7	665,910

LEGEND

- ZONE AREA
- ZONE AREA 7
- PUBLIC ROAD
- PRIVATE ROAD
- GATED-PRIVATE



SALT RIVER PIMA MARICOPA INDIAN COMMUNITY

BEELINE HWY

FORT McDOWELL YAVAPAI NATION

MC DOWELL MOUNTAIN ROAD

SCOTTSDALE

EXHIBIT C
TO
CONSTRUCTION SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
PERFORMANCE PAVING & SEALING, LLC

[Contractor's Response to Quotation Request]

See following page.



Performance Paving & Sealing *Estimate*

Po Box 20584
Fountain Hills, AZ 85268

ROC# 227915

Date 9/9/2010
Estimate # 742

Name / Address

Fountain Hills Town
16705 E Ave of the Fountains
Fountain Hills, Az 85268

Project Location

Fountain Hills Town
16705 E Ave of the Fountains
Fountain Hills Az 85268

Description	Qty	Rate	Total
OWNERS ALLOWANCE		1,000.00	1,000.00T
TRAFFIC CONTROL		875.00	875.00T
BID SCOPE: TRAFFIC CONTROL PLAN RIGHT TURN POCKET PRE WARNING SIGNS ALL WORK TO BE DONE ACCORDING TO MAG SPEC			
CONCRETE CURB REPLACEMENT (4A)	583	17.00	9,911.00T
BID SCOPE: 1 MOVE IN SUPERVISION REPLACE WITH NEW MAG (FH225) CURB ALL WORK TO BE DONE ACCORDING TO MAG SPEC 1-16' 11037 Buffalo. 2-77' Cull de Sac Garland. 3-17' Corner of Bucking Bronco & Mustang. 4-16' Transition @ 15135 Mustang.			

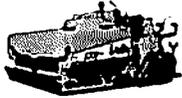
If you have any questions please feel free to call me
Tom Tuttle
Cell 602-295-4804

Subtotal
Sales Tax (5.78...
Total

Tomytuttle@aol.com

CELL 602-295-4804

FAX 480-816-1949



Performance Paving & Sealing *Estimate*

Po Box 20584
Fountain Hills, AZ 85268

ROC# 227915

Date 9/9/2010
Estimate # 742

Name / Address

Fountain Hills Town
16705 E Ave of the Fountains
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Project Location

Fountain Hills Town
16705 E Ave of the Fountains
Fountain Hills Az 85268

Description	Qty	Rate	Total
5- 36' and Two transition @ 11239 Pinto.			
6-11' @ 11004. Pinto.			
7- 10' @ 15703 Mustang.			
8- 62' cull de sac East end of mustang.			
9- 10' one transition on Indian Pony.			
10- 27' S W corner of Indian Pony & Palomino,			
11- 41' S E corner of Indian pony & palomino.			
12- 54' N W corner of fhblvd & Palomino.			
13- 11' of Curb & one transition @15836 Palomino.			
14-15' of roll curb @ 15619 Palomino.Saw Cut Not Removed			
15- 28' n w corner of Palomino & Winchester.			
16- 32' 15702 Sunburst.			
17- 13' @ 15717 Sunburst w/ new #s.			
18- 7' @ 15716 Sunburst w/ new #s.			
19- 10' 15804 Telegraph.			
20- 12' @ 15636 Sunburst.			
21- 7 @ 15478 Telegraph.			
22- 15' Corner of Greystone & starburst			
23-20 sq ft of sidewalk, one wedge to vert curb transition.			
24- 7' Driveway to curb transition @ 15508 Greystone.Saw Cut Not Removed			
25-5' @ 16208 Ocotillo.			
26- 40'@ 15930 Burro.			
27-26' @15850 Burro w/ new #s			

If you have any questions please feel free to call me
Tom Tuttle
Cell 602-295-4804

Tomytuttle@aol.com

CELL 602-295-4804

FAX 480-816-1949

Subtotal
Sales Tax (5.78...
Total



Performance Paving & Sealing *Estimate*

Po Box 20584
Fountain Hills, AZ 85268

ROC# 227915

Date 9/9/2010
Estimate # 742

Name / Address

Fountain Hills Town
16705 E Ave of the Fountains
Fountain Hills, Az 85268

Project Location

Fountain Hills Town
16705 E Ave of the Fountains
Fountain Hills Az 85268

Description	Qty	Rate	Total
ASPHALT REPAIR IF NEEDED	1	6,333.00	6,333.00T

BID SCOPE:

1 MOVE IN
SAWCUT REOVE EXISTING ASPHALT FOR CURB
REMOVE AND REPLACE 2' IN FRONT OF CURB
ALL WORK TO BE DONE ACCORDING TO MAG SPEC

PERFORMANCE BOND IF NEEDED		725.00	725.00
----------------------------	--	--------	--------

If you have any questions please feel free to call me
Tom Tuttle
Cell 602-295-4804

Tomytuttle@aol.com

CELL 602-295-4804

FAX 480-816-1949

Subtotal	\$18,844.00
Sales Tax (5.78...)	\$1,048.18
Total	\$19,892.18

EXHIBIT D
TO
CONSTRUCTION SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
PERFORMANCE PAVING & SEALING, LLC

[Performance Bond]

See following page.

Bond# S9131189

PAYMENT BOND
ZONE 4A CONCRETE REPLACEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, Performance Paving & Sealing, LLC (hereinafter called Principal), as Principal, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of NH, with its principal office in the Town of Itasca, IL (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 Nineteen Thousand Eight Hundred Ninety Two and 18/100 (Dollars) (\$19,892.18), 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 Zone 4A Concrete Replacement 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 24th day of September, 2010 .

Performance Paving & Sealing, LLC

Principal Seal

BY: 

Washington International Insurance Company

Surety Seal

BY: 
Dawn Fykes, Attorney-in-Fact

The Mahoney Group, 20410 N. 19th Ave., #170, Phoenix, AZ 85027
Agency of Record

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

MICHAEL J. MESENBRINK, DAVID J. HICKMAN,

JERI LYNN THOMPSON, MARIA LUCERO and DAWN FYKES

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWENTY-FIVE MILLION (\$25,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 24th of March, 2000:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By

[Signature of Steven P. Anderson]

Steven P. Anderson, President & Chief Executive Officer of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



By

[Signature of David M. Layman]

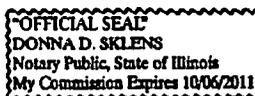
David M. Layman, Senior Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 14th day of May, 2010.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois ss:
County of Cook

On this 14th day of May, 2010, before me, a Notary Public personally appeared Steven P. Anderson, President and CEO of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Senior Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature of Donna D. Sklens]
Donna D. Sklens, Notary Public

I, James A. Carpenter, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 24th day of September, 2010.

[Signature of James A. Carpenter]

James A. Carpenter, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

EXHIBIT D
TO
CONSTRUCTION SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
PERFORMANCE PAVING & SEALING, LLC

[Payment Bond]

See following page.

Bond# S9131189

PERFORMANCE BOND
ZONE 4A CONCRETE REPLACEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, Performance Paving & Sealing, LLC (hereinafter called Principal), as Principal, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of NH, with its principal office in the Town of Itasca, IL (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 Nineteen Thousand Eight Hundred Ninety Two and 18/100 (Dollars) (\$19,892.18), 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 Zone 4A Concrete Replacement 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 24th day of September 2010.

Performance Paving & Sealing, LLC

Principal Seal
BY: 

Washington International Insurance Company
Surety Seal

BY: 
Dawn Fykes, Attorney-in-Fact

The Mahoney Group, 20410 N. 19th Ave., #170, Phoenix, AZ 85027
Agency of Record



CERTIFICATE OF LIABILITY INSURANCE

OP ID HV

DATE (MM/DD/YYYY)

09/30/10

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

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

PRODUCER THE MAHONEY GROUP - PHOENIX 20410 N. 19th Ave Ste 170 Phoenix AZ 85027-1405 Phone: 623-215-1300 Fax: 623-215-1333	CONTRACT NAME: PHONE (A/C No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ PRODUCER CUSTOMER ID #: PERF-20	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Performance Paving & Sealing L Danielle Tuttle P.O. Box 20584 Fountain Hills AZ 85269	INSURER A: Wesco Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR: WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMP/OP AGG \$ _____
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ _____ RETENTION \$ _____					EACH OCCURRENCE \$ _____ AGGREGATE \$ _____
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	WVC3013741	06/01/10	06/01/11	<input checked="" type="checkbox"/> WC STAT. TONY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Zone 4A Concrete Replacement

CERTIFICATE HOLDER**CANCELLATION**

TOWNFOU Town of Fountain Hills 16705 Avenue of the Fountains Fountain Hills AZ 85268	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Carolyn Sinti</i>

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE 9/29/2010

PRODUCER
 NICK B DRAKLICH (06987)
 8777 E VIA DE VENTURA
 STE 270
 SCOTTSDALE, AZ 85258-0000
 480-607-3424 FAX: 480-607-3428

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED 0887039
 PERFORMANCE SEALING / AND PAVING LLC
 15218 E PAGELAND CIR
 FOUNTAIN HILLS, AZ 85268

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: COUNTRY Mutual Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BUSINESSOWNERS <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	AM7002107	2/26/2010	2/26/2011	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPIOP AGG \$2,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE AGGREGATE
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> No If yes, describe under SPECIAL PROVISIONS below <input type="checkbox"/> Yes				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

JOB NAME:
 ZONE 4A CONCRETE REPLACEMENT

REMARKS:
 (CONTINUED)

CERTIFICATE HOLDER

TOWN OF FOUNTAIN HILLS
 16705 E. AVENUE OF THE FOUNTAINS
 FOUNTAIN HILLS, AZ 85268

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Douglas M Bora

ACORD_{TM} CERTIFICATE OF LIABILITY INSURANCE

DATE 9/29/2010

PRODUCER

NICK B DRAKLICH (06987)
8777 E VIA DE VENTURA
STE 270
SCOTTSDALE, AZ 85258-0000
480-607-3424 FAX: 480-607-3428

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

0887039

PERFORMANCE SEALING / AND PAVING LLC
15218 E PAGELAND CIR
FOUNTAIN HILLS, AZ 85268

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A	INSURER B	INSURER C	INSURER D	INSURER E
COUNTRY Mutual Insurance Company				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

(REMARKS CONTINUED)

VEHICLES COVERED BY POLICY A02A6428950 CSL \$1,000,000 POLICY EXP. 02/26/2011

CERTIFICATE HOLDER

TOWN OF FOUNTAIN HILLS
16705 E. AVENUE OF THE FOUNTAINS
FOUNTAIN HILLS, AZ 85268

CANCELLATION

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AUTHORIZED REPRESENTATIVE

Douglas M. Bass

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.