C2014-143

TOWN OF FOUNTAIN HILLS
DEVELOPMENT SERVICES DEPARTMENT

INVITATION FOR BIDS
AVENUE OF THE FOUNTAINS MEDIAN IMPROVEMENTS

Town of Fountain Hills
16705 East Avenue of the Fountains
Fountain Hills, Arizona 85268

SOLICITATION INFORMATION AND SCHEDULE

Solicitation Number:	**DS2014-106**
Project Number:	**E8504**
Release Date:	**January 20, 2014**
Advertisement Dates:	**January 22 & 29, 2014 – Fountain Hills Times** **January 23 & 30, 2014 – Arizona Business Gazette**
MANDATORY Prospective Bidder's Conference:	**February 12, 2014** **10:00 a.m.** (local time, Phoenix, Arizona) Fountain Hills Town Hall Council Chambers 16705 East Avenue of the Fountains Fountain Hills, Arizona 85268
Bid Deadline:	**March 5, 2014** **3:00 p.m.** (local time, Phoenix, Arizona)
Bid Opening:	**March 5, 2014** **3:00 p.m.** (local time, Phoenix, Arizona)
Town Representative:	**Paul Mood, Development Services Director** **PMood@fh.az.gov**

In accordance with the Town of Fountain Hills Procurement Code, competitive sealed Bids for the services specified herein will be received by the Town Clerk at the Town Clerk's Office at the above-referenced location until the date and time referenced above (the "Bid Deadline"). Bids received by the Bid Deadline shall be publicly opened and the Bid Price read. Bids shall be in the actual possession of the Town Clerk on, or prior to, the Bid Deadline date. Late Bids shall not be considered. Bids shall be submitted in a sealed envelope with the Solicitation Number and the Bidder's name and address clearly indicated on the front of the envelope.

There is no charge for the Plans and Specifications.
Plans and Specifications may be obtained at the Town of Fountain Hills website:
http://www.fh.az.gov/available-bids.aspx

* The Town of Fountain Hills reserves the right to amend the solicitation schedule as necessary.

OFFER

The undersigned (the "Bidder") hereby offers this Bid as an offer to contract with the Town under the terms and conditions set forth below and certifies that Bidder has read, understands and agrees to fully comply with, and be contractually bound by, all terms and conditions as set forth in this Invitation For Bids ("IFB"), the Contract formed hereby (as defined below) and any amendments thereto, together with all Exhibits, Specifications, Plans and other documents included as part of this Contract (the "Contract Documents").

Arizona Transaction (Sales) Privilege Tax License Number: 07435384 P Federal Employer Identification Number: 86-0705725 Low Mountain Construction, Inc. Contractor Name 4105 N. 20th St. Suite 205 Address Phoenix, AZ 85016 City State Zip Code	For Clarification of this Bid contact: Name: Arthur D. Case Telephone: 602-265-2201 Facsimile: 602-265-7883 Email: acase@lowmountain.com **Authorized Signature for Contractor** Arthur D. Case Printed Name President Title LOW MOUNTAIN CONSTRUCTION, INC. INCORPORATED 1992 ARIZONA

ACCEPTANCE OF OFFER AND NOTICE OF AWARD
(FOR TOWN OF FOUNTAIN HILLS USE ONLY)

Effective Date:_____ Contract No. C2014-143 Official File:_____

TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation

Kenneth W. Buchanan, Town Manager

ATTEST:

Bevelyn J. Bender, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney

ARTICLE I - DEFINITIONS

For purposes of this Invitation for Bids, the following definitions shall apply:

"Bid" or "Offer" means a responsive bid or quotation submitted by a Bidder in response to this IFB.

"Bid Deadline" means the date and time set forth on the cover of this IFB for the Town Clerk to be in actual possession of the sealed Bids.

"Bid Opening" means the date and time set forth on the cover of this IFB for opening of sealed Bids.

"Bidder" means any person or firm submitting a competitive Bid in response to this IFB.

"Confidential Information" means that portion of a Bid, proposal, Offer, Specification or protest that contains information that the person submitting the information believes should be withheld, provided (i) such person submits a written statement advising the Town of this fact at the time of the submission and (ii) the information is so identified wherever it appears.

"Contract" means, collectively, the (i) Offer/Bid, (ii) this IFB, including all exhibits, (iii) the Notice of Award, (iv) the Notice to Proceed or Purchase Order(s), (v) any approved Addendum, Change Order or Amendment, (vi) the Contractor's Certificates of Insurance and a copy of the Declarations Page(s) of the insurance policies, (vii) the Certificate of Completion and (viii) any Plans, Specifications or other documents attached, appended or incorporated herein by reference.

"Contractor" means the individual, partnership, corporation or limited liability company who has submitted a Bid in response to this IFB and who, as a result of the competitive bidding process, is awarded a contract for Materials or Services by the Town.

"Contract Time" means the time paid during which the Contractor must complete all of the Work related to the Project.

"Days" means calendar days unless otherwise specified.

"Engineer" means the Town Engineer or authorized designee.

"Final Completion" shall be defined as set forth in Section 3.16 and shall occur not later than 30 Days from the date of Substantial Completion unless otherwise designated by the Engineer and subject to modification by changes in the Work as provided in Section 3.14 below.

"Invitation for Bids" or "IFB" means this request by the Town for participation in the competitive bidding process according to all documents, including those attached or incorporated herein by reference, utilized for soliciting Bids for the Materials and/or Services in compliance with the Town's Procurement Code.

"MAG Specifications" means, collectively, the "Uniform Standard Specifications for Public Works Construction," current edition as of the date of Contract award and the "Uniform Standard Details for Public Works Construction," current edition as of the date of Contract award, which are sponsored and distributed by the Maricopa Association of Governments ("MAG") and any amendments or supplements adopted by the Town.

"MAG Supplement" means the most current edition of the Town of Fountain Hills Supplement to the MAG Uniform Standard Specifications and Details for Public Works Construction.

"Materials" means any personal property, including equipment, materials, replacements and supplies provided by the Contractor in conjunction with the Contract and shall include, in addition to Materials incorporated in the Project, equipment and other material used and/or consumed in the performance of the Work.

"Multiple Award" means an award of an indefinite quantity contract for one or more similar products, commodities or Services to more than one Bidder.

"Price" means the total expenditure for the defined Project, inclusive of all Materials, commodities or Services.

"Procurement Administrator" means a Town employee, as designated on the cover of this IFB, who has specifically been designated to act as a contact person to the Bidders and/or Contractor relating to their IFB.

"Procurement Agent" means the Town Manager or authorized designee.

"Procurement Code" means the Town of Fountain Hills Procurement Code, as amended from time to time.

"Project" means the purpose and Work described as set forth in Section 2.1, in the "Purpose/Scope of Work" of the IFB.

"Punch List" means that list of items provided by Town to Contractor at the time of Substantial Completion indicating items to be completed or corrected, including the time for completion or correction by Contractor after Substantial Completion.

"Services" means the furnishing of labor, time or effort by a Contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance and as further defined in the Contract. This term does not include "professional and technical services" as defined in the Procurement Code.

"Specification" means any description of the physical characteristics, functional characteristics, or the nature of a commodity, product, supply or Services. The term may include a description of any requirements for inspecting, testing, or preparing a supply or service item for delivery.

"Subcontractor" means those persons or groups of persons having a direct contract with the Contractor to perform a portion of the Work and those who furnish Materials according to the plans and/or Specifications required by this Contract.

"Substantial Completion" shall be defined as set forth in Section 3.15 below and shall occur not later than the date set forth in the Schedule, subject to modification by changes in the Work as provided in Section 3.14 below.

"Town" means the Town of Fountain Hills, an Arizona municipal corporation.

"Town Representative" means the Town employee who has specifically been designated to act as a contact person to the Town's Procurement Administrator, and who is responsible for monitoring and overseeing the Contractor's performance under the Contract and for providing information regarding details pertaining to the Work.

"Vendor" means any firms, entities or individuals desiring to prepare a responsive Bid in response to this IFB.

"Work" means all labor, Materials and equipment incorporated or to be incorporated in the Project that are necessary to accomplish the construction required by this Contract.

ARTICLE II – BID PROCESS; BID AWARD

2.1 Purpose/Scope of Work. The Work included in this Project consists of The Avenue of the Fountains Median Improvement Project, which generally includes (A) demolition and removal of existing fountains, landscaping irrigation and electrical systems and (B) construction of new landscaping, hardscape, fountains, irrigation and electrical systems as shown on the Plans and Specifications. The Town is issuing this IFB is to secure a qualified General Contractor to perform the Work and provide Materials as more particularly described in the Specifications attached hereto as Exhibit A, and incorporated herein by reference. Bidders must submit Bids encompassing the entire Project, inclusive of the related Plans and/or Construction Drawings. Failure to do so may result in a determination that the Bid is non-responsive.

2.2 Amendment of IFB. Except as set forth in Section 3.56 below, no alteration may be made to this IFB or the resultant Contract without the express, written approval of the Town in the form of an official IFB addendum or Contract amendment. Any attempt to alter this IFB/Contract without such approval is a violation of this IFB/Contract and the Town Procurement Code. Any such action is subject to the legal and contractual remedies available to the Town including, but not limited to, Contract cancellation and suspension and/or debarment of the Bidder or Contractor.

2.3 Preparation/Submission of Bid. Bidders are invited to participate in the competitive bidding process for the Project specified in this IFB. Bidders shall review their Bid submissions to ensure the following requirements are met.

A. Irregular/Non-responsive Bids. The Town will consider as "irregular" or "non-responsive" and shall reject any Bid not prepared and submitted in accordance with the IFB and Specifications, or any Bid lacking sufficient information to enable the Town to make a reasonable determination of compliance with the Specifications. Unauthorized or unreasonable exceptions, conditions, limitations, or provisions shall be cause for rejection. Bids may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the Procurement Agent, any of the following are true:

1. Bidder does not meet the minimum required skill, experience or requirements to perform the Work or provide the Materials.

2. Bidder has a past record of failing to fully perform or fulfill contractual obligations.

3. Bidder cannot demonstrate financial stability.

4. Bid submission contains false, inaccurate or misleading statements that, in the opinion of the Procurement Agent, are intended to mislead the Town in its evaluation of the Bid.

B. Specification Minimums. Bidders are reminded that the Specifications in this IFB are the minimum levels required and that Bids submitted must be for products that meet or exceed the minimum level of all features specifically listed in this IFB. Bids offering less than the minimums specified will be deemed not responsive. It shall be the Bidder's responsibility to carefully examine each item listed in the Specifications.

C. Required Submittal. Bidders shall provide **all of the following** documents to be considered a responsive Bid:

1. Complete, fully executed original of this IFB, with the Offer signed in ink by a person authorized to bind the Bidder.

2. Price Sheet.

3. Bid Bond.

4. Licenses; /DBE & MBE Status.

5. References.

6. Federal Requirements, if applicable.

7. Acknowledgment for each Addendum received, if any.

D. Bidder Responsibilities. All Bidders shall (1) examine the entire Bid package, (2) seek clarification of any item or requirement that may not be clear, (3) check all responses for accuracy before submitting a Bid and (4) submit the entire, completed Bid package by the official Bid Deadline. Late Bids shall not be considered. Bids not submitted with an **original, signed** Offer page by a person authorized to bind the Bidder shall be considered non-responsive. Negligence in preparing a Bid shall not be good cause for withdrawal after the Bid Deadline.

E. Sealed Bids. All Bids shall be sealed and clearly marked with the IFB title and number on the lower left hand corner of the mailing envelope. A return address must also appear on the outside of the sealed Bid.

F. Address. All Bids shall be directed to the following address: Town Clerk, 16705 East Avenue of the Fountains, Fountain Hills, Arizona 85268, or hand-delivered to the Town Clerk's office.

G. Bid Forms. All Bids shall be on the forms provided in this IFB. It is permissible to copy these forms if required. Telegraphic (facsimile), electronic (email) or mailgram Bids will not be considered.

H. Modifications. Erasures, interlineations, or other modifications in the Bid shall be initialed in original ink by the authorized person signing the Bid.

I. Withdrawal. At any time prior to the specified Bid Opening, a Bidder (or designated representative) may amend or withdraw its Bid. Facsimile, electronic (email) or mailgram Bid amendments or withdrawals will not be considered. No Bid shall be altered, amended or withdrawn after the specified Bid Deadline, unless otherwise permitted pursuant to the Town Procurement Code.

2.4 Inquiries; Interpretation of Plans, Specifications and Drawings.

A. Inquiries. Any question related to the IFB, including any part of the Plans, Specifications, Scope of Work or other Contract Documents, shall be directed to the Town Representative and Procurement Administrator whose names appear on the cover page of this IFB. Questions shall be submitted in writing by the date indicated on the cover page of this IFB; the Town will not respond to any inquiries submitted later than the Final Date for Inquiries. The Vendor submitting such inquiry will be responsible for its prompt delivery to the Town. Any correspondence related to the IFB shall refer to the title and number, page and paragraph. However, the Bidder shall not place the IFB number and title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed Bid and may not be opened until the Bid Opening. Any interpretations or corrections of the proposed Contract Documents will be made only by addenda duly approved and issued by the Town. The Town will not be responsible for any other explanations or interpretations of the Contract Documents.

B. Addenda. It shall be the Bidder's responsibility to check for addenda issued to this IFB. Any addendum issued by the Town with respect to this IFB will be available at:

Town of Fountain Hills website at: http://www.fh.az.gov/available-bids.aspx

C. Approval of Substitutions. The Materials, products, and equipment described in this IFB establish a standard or required function, dimension, appearance and quality to be met by any proposed substitution. No substitute will be considered unless written Substitution/Equal Request in the form attached hereto as Exhibit B, has been received by the Town Representative at least ten days prior to the Bid Deadline. Each such request shall include the name of the Material or equipment for which it is to be substituted and a complete description of the proposed substitute, including any drawings, performance and test data and any other information necessary for evaluation of the substitute. If a substitute is approved, the approval shall be by written addendum to the IFB. Bidder shall not rely upon approvals made in any other manner.

D. Use of Equals. When the Specifications for materials, articles, products and equipment include the phrase *"or equal,"* Bidder may bid upon and use materials, articles, products and equipment that will perform equally the requirements imposed by the general design. The Engineer will have the final approval of all materials, articles, products and equipment proposed to be used as an "equal." No such "equal" shall be purchased or installed without prior, written approval from the Engineer. No "equal" will be considered unless a written Substitution/Equal Request, in the form attached hereto as Exhibit B, has been received by the Town Representative at least ten days prior to the Bid Deadline. The request shall include the name of the material or equipment for which the item is sought to be considered an equal and a complete description of the proposed equal including any drawings, cuts, performance and test data and any other information necessary for evaluation of the equal. All approval of equals shall be issued in the form of written addendum or amendment, as applicable, to this IFB or the Contract.

E. Bid Quantities. It is expressly understood and agreed by the parties hereto that the quantities of the various classes of Services and/or Materials to be furnished under this Contract, which have been estimated as stated in the Bidders' Offer, are only approximate and are to be used solely for the purpose of comparing, on a consistent basis, the Bidders' Offers presented for the Work under this Contract. The selected Contractor agrees that the Town shall not be held responsible if any of the quantities shall be found to be incorrect and the Contractor will not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of Services and/or Materials as estimated and the Services and/or Materials actually provided. If any error, omission or misstatement is found to occur in the estimated quantities, the same shall not (1) invalidate the Contract or the whole or any part of the Scope of Work, (2) excuse Contractor from any of the obligations or liabilities hereunder or (3) entitle Contractor to any damage or compensation except as may be provided in this Contract.

2.5 Prospective Bidders' Conference. A Prospective Bidders' Conference may be held. If scheduled, the date and time of the Prospective Bidders' Conference will be indicated on the cover page of this IFB. The Prospective Bidders' Conference may be designated as mandatory or non-mandatory on the cover of this IFB. Bids shall not be accepted from Bidders who do not attend a mandatory Prospective Bidders' Conference. Bidders are strongly encouraged to attend those Prospective Bidder's Conferences designated as non-mandatory. The purpose of the Prospective Bidders' Conference will be to clarify the contents of the IFB in order to prevent any misunderstanding of the Town's requirements. Any doubt as to the requirements of this IFB or any apparent omission or discrepancy should be presented to the Town at the Prospective Bidders' Conference. The Town will then determine if any action is necessary and may issue a written amendment or addendum to the IFB. Oral statements or instructions will not constitute an amendment or addendum to the IFB.

2.6 New Materials. All Materials to be provided by the Contractor and included in the Bid shall be new, unless otherwise stated in the Specifications.

2.7 Prices. Work shall be performed at the unit prices as set forth in the Price Sheet attached hereto as Exhibit C and incorporated herein by reference. Bid prices shall be submitted on a per unit basis by line item, when applicable and include all applicable sales tax. In the event of a disparity between the unit price and

extended price, the unit price shall prevail. **NOTE: All pricing blanks must be filled in. Empty or unfilled spaces in the Bid Price Sheet shall result in a determination that a Bid is non-responsive.**

2.8 Allowances. Allowances, if any, shall be clearly set forth on the Price Sheet. Allowances shall cover the cost to the Contractor (less any applicable trade discount) of the Materials including equipment required by the Allowance, delivered at the site, and all applicable taxes, overhead, profit handling and other general conditions costs, unless unit rates are available in the Price Sheet. Unit rates from the Price Sheet shall be used to determine the cost of a change to be paid from an Allowance, when applicable. Any remaining Allowance amount shall be returned to the Town at the end of the Project by deductive change order.

2.9 Payment; Discounts. Any Bid that requires payment in less than 30 Days shall not be considered. Payment discounts of 30 Days or less will not be deducted from the Bid Price in determining the low Bid. The Town shall be entitled to take advantage of any payment discount offered, provided payment is made within the discount period. Payment discounts shall be indicated on Price Sheet.

2.10 Taxes. The Town is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a percentage and set forth as a separate item. It shall not be considered a lump sum payment item. It is the sole responsibility of the Bidder to determine any applicable State tax rates and calculate the Bid accordingly. When calculating the tax on the Bid, the Bidder should not include tax on any allowances. Failure to accurately tabulate any applicable taxes may result in a determination that a Bid is non-responsive. The Bidder shall not rely on, and shall independently verify, any tax information provided by the Town.

2.11 Federal Funding. It is the responsibility of the Bidder to verify and comply with federal requirements that may apply to the Work (the "Federal Requirements"). It is also the responsibility of the Bidder to incorporate any necessary amounts in the Bid to accommodate for required federal record-keeping, necessary pay structures or other matters related to the Federal Requirements. Federal Requirements, if any, shall be attached hereto as Exhibit D. In addition to any applicable Federal Requirements, this procurement is subject to a number of state and Town regulations. In general, where these rules conflict, the more stringent law or rule applies.

2.12 Cost of Bid/Proposal Preparation. Bids submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Town does not reimburse the cost of developing, presenting or providing any response to this solicitation; the Bidder is responsible for all costs incurred in responding to this IFB. All materials and documents submitted in response to this IFB become the property of the Town and will not be returned.

2.13 Public Record. All Bids shall become the property of the Town. After Contract award, Bids shall become public records and shall be available for public inspection in accordance with the Town's Procurement Code, except that any portion of a Bid that was designated as confidential pursuant to Section 2.14 below shall remain confidential from and after the time of Bid opening to the extent permitted by Arizona law.

2.14 Confidential Information. If a Vendor/Bidder believes that a Bid, Specification, or protest contains information that should be withheld from the public record, a statement advising the Procurement Agent of this fact shall accompany the submission and the information shall be clearly identified. The information identified by the Vendor or Bidder as confidential shall not be disclosed until the Procurement Agent makes a written determination. The Procurement Agent shall review the statement and information with the Town Attorney and shall determine in writing whether the information shall be withheld. If the Town Attorney determines that it is proper to disclose the information, the Procurement Agent shall inform the Vendor or Bidder in writing of such determination.

2.15 Vendor Licensing and Registration. Prior to the award of the Contract, the successful Bidder shall (A) be registered with the Arizona Corporation Commission and authorized to do business in Arizona and (B) have a completed Request for Vendor Number on file with the Town Financial Services Department. Bidders shall

provide license and certification information with the Bid, attached as Exhibit E and incorporated herein by reference. Upon the Town's request, corporations, limited liability companies, partnerships or other entities shall provide Certificates of Good Standing from the Arizona Corporation Commission.

2.16 Bidder Qualifications.

A. Experience and References. Bidder must demonstrate successful completion of at least three similar projects within the past 60 months, one of which must have a dollar value of at least 75% of the total bid for this Project as set forth in the Price Sheet, attached as Exhibit C. Total bid price does not include any Town allowances identified. For the purpose of this Solicitation, "successful completion" means completion of a project within the established schedule and budget and "similar projects" resemble this Project in size, nature and scope. References for these three projects shall be listed on the sheet attached hereto as Exhibit F and incorporated herein by reference. *These references will be checked*, and it is Bidder's responsibility to ensure that all information is accurate and current. Bidder authorizes the Town's representative to verify all information from these references and releases all those concerned from any liability in connection with the information they provide.

B. Investigation. The Town's representative may conduct any investigation deemed necessary to determine the Bidder's ability to perform the Work in accordance with the Contract Documents. The three lowest Bidders may be requested to submit the following documentation within 72 hours to assist the Town in its evaluation:

1. Evidence of loss history and underwriting criteria.
2. Bidder's safety program.
3. CPA-certified audits for the past three fiscal years of operations.
4. Similar documents deemed necessary by the Town.

2.17 Certification. By submitting a Bid, the Bidder certifies:

A. No Collusion. The submission of the Bid did not involve collusion or other anti-competitive practices.

B. No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.

C. No Gratuity. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a Town employee, officer, agent or elected official in connection with the submitted Bid or a resultant Contract. In the event that the resultant Contract is canceled 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.

D. Financial Stability. It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Contract.

E. No Signature/False Statement. The signature on the Bid is genuine. Failure to sign the Bid, or signing it with a false statement, shall void the submitted Bid and any resulting Contract and the Bidder may be debarred from further bidding in the Town.

2.18 Bid Bond. All Vendors desiring to prepare a responsive Bid shall submit a non-revocable bid security payable to the Town in the amount of ten percent (10%) of the total Base Bid Price. This security shall be

in the form of a bid bond, certified check or cashier's check and must be in the possession of the Town Representative by the Bid Deadline. All bid security from Contractor(s) who have been issued a Notice of Award shall be held until the successful execution of all required Contract Documents and bonds. If the Contractor fails to execute the required contractual documents and bonds within the time specified, or ten Days after Notice of Award if no period is specified, the Contractor may be found to be in default and the Contract terminated by the Town. In case of default, the Town reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the Work and to recover any actual excess costs associated with such completion from the Contractor. All bid bonds shall be executed in the form attached hereto as Exhibit G, duly executed by the Bidder as Principal and having as Surety thereon a Surety company holding a Certificate of Authority from the Arizona Department of Insurance to transact surety business in the State of Arizona. Individual sureties are unacceptable. All insurers and sureties shall have, at the time of submission of the proposal, 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. As soon as is practicable after the completion of the evaluation, the Town will (A) issue a Notice of Award for those Offers accepted by the Town and (B) return all checks or bonds to those Bidders who have not been issued a Notice of Award.

2.19 Award of Contract.

A. Multiple Award. The Town may, at its sole discretion, accept Bidder's Offer as part of a Multiple Award.

B. Evaluation. The evaluation of this Bid will be based on, but not limited to, the following: (1) compliance with Specifications, (2) Price, including alternates, if any and (3) Bidder qualifications to perform the Work. The Town, in its sole discretion, may choose to award the Contract to the lowest responsible Bidder utilizing any combination of the Base Bid and any or all of Bid Alternates A-C as shown on the Price Sheet.

C. Waiver, Rejection, Reissuance. Notwithstanding any other provision of this IFB, the Town expressly reserves the right to: (1) waive any immaterial defect or informality, (2) reject any or all Bids or portions thereof and (3) cancel or reissue an IFB.

D. Offer. A Bid is a binding offer to contract with the Town based upon the terms, conditions and Specifications contained in this IFB and the Bidder's responsive Bid, unless any of the terms, conditions, or Specifications are modified by a written addendum or Contract amendment. Bids become binding Contracts when the Acceptance of Offer and Notice of Award is executed in writing by the Town. Bidder Offers shall be valid and irrevocable for **90** days after the Bid Opening.

E. Protests. Any Bidder may protest this IFB, the proposed award of a Contract, or the actual award of a Contract. All protests will be considered in accordance with the process set forth by the Town Manager or qualified designee.

ARTICLE III – GENERAL TERMS AND CONDITIONS

PART A - GENERAL

3.1 Reference Standards. The Contractor shall perform the Work required in conformance with MAG Specifications and the MAG Supplement, each of which is incorporated herein by reference. In the event of a conflict between the MAG Specifications and the MAG Supplement, the MAG Supplement shall prevail.

3.2 Plans and Specifications to Successful Contractor. Intentionally omitted.

3.3 Contract Time. The Contract Time for this Project shall be 180 days from the Notice to Proceed. All Work on the Project shall be completed on or before the expiration of the Contract Time.

3.4 Pre-Construction Conference. Within 30 days of the issuance of the Notice of Award, the Contractor shall attend a pre-construction conference. The Town will contact the Contractor to schedule a specific date, time and location for the pre-construction conference. The purpose of this conference is to outline specific items and procedures and to address items that require special attention on the part of the Contractor. The Contractor may also present proposed variations in procedures that the Contractor believes may (A) improve the Project, (B) reduce cost or (C) reduce inconvenience to the public. Any necessary coordination and procedures for construction inspection and staking will be addressed during the pre-construction conference. The Contractor will be required to provide the following items at, or prior to, the pre-construction conference, each of which is subject to review and approval by the Engineer:

A. Key Personnel; Subcontractors. A list of the names and emergency telephone numbers of all proposed Key Personnel, Subcontractors and suppliers that the Contractor intends to utilize on the Project, in the form attached hereto as Exhibit H and incorporated herein by reference. The term "Key Personnel" means individuals who will be directly assigned to this Project and includes, but is not limited to, the owner, principals, project manager, project superintendent, scheduler, construction engineer and supervisory personnel. At least two of the Bidder's Key Personnel must have a minimum of three years' experience in similar projects (defined above) and the scheduler must have experience in employing scheduling techniques appropriate for this Project. Resumes of Key Personnel shall be submitted upon request by the Town's representative. Proposed Subcontractors shall be qualified and have the requisite professional or technical licenses and be licensed to do business in the State of Arizona. The list shall include such information on the professional background of each of the assigned key individuals as may be requested by the Town Representative. Such key personnel and Subcontractors shall be satisfactory to the Engineer and shall not be changed except with the consent of the Engineer. Additionally, the Engineer shall have the right to request that the Contractor personnel and Subcontractors be removed from the Project if, in the Engineer's sole discretion, such personnel or Subcontractor(s) are detrimental to the Project delivery process. Upon receipt of such request, the Contractor shall remove such personnel or Subcontractor(s) unless the Contractor can provide the Town with sufficient documentation to prove it is commercially impractical to replace the personnel or Subcontractor(s) with substitute personnel possessing similar qualifications. The Engineer's approval of substituted personnel or Subcontractor(s) shall not be unreasonably withheld.

B. Progress Schedule. A construction progress schedule showing the estimated time for start and completion of the major items of Work.

C. Payment Schedule. A payment schedule showing the estimated dollar volume of Work for each calendar month during the life of the Project.

D. Traffic Control. A written proposal outlining the intended plans for traffic control and for maintaining continuous access to residences and businesses along the construction site.

E. Site Security. A written proposal outlining the intended plans to secure the Project site for public safety and security.

F. Drawings, Materials & Equipment. An itemized list of all required shop drawings, material and equipment submittals and a schedule indicating the dates each of these items will be transmitted to the Town for review.

3.5 Notice to Proceed. Within 45 days of the issuance of the Notice of Award the Town may issue a written Notice to Proceed. The Notice to Proceed shall stipulate the actual Contract start date, the Contract Time and the dates of Substantial Completion and Final Completion. The time required for the Contractor to obtain permits, licenses and easements shall be included in the Contract Time and shall not be justification for a delay claim by the Contractor. The time required for the Contractor to prepare, transmit and obtain approval of applicable submittals shall be included in the Contract Time and shall not be justification for a delay claim by the

Contractor. No Work shall be started until after all required permits, licenses, and easements have been obtained. The Contractor shall notify the Engineer, in writing, at least 72 hours before the following events:

A. Commencement. The start of construction.

B. Services Shut Down. Shutdown of water, sewer, drainage, irrigation and/or traffic control facilities, including the anticipated length of time for each shut down.

C. Well or Pump Shut Down. Shutdown of existing water wells and booster pumps. Such shutdown shall not exceed 72 hours of any facility and only one facility may be shutdown at any one time. Shutdowns shall be coordinated with proper utility agency/company.

D. Water Lines. All draining and filling of water lines and irrigation laterals and all operations of existing valves or gauges, which shall also be coordinated with the proper utility agency/company.

E. Start-up and Testing. Start-up or testing of any water well or booster pump to be connected to any part of the existing water system. This includes operation of existing valves necessary to accommodate the water.

3.6 Laws and Regulations. The Contractor shall keep fully informed of all rules, regulations, ordinances, statutes or laws affecting the Work herein specified, including existing and future (A) Town and County ordinances and regulations, (B) State and Federal laws and (C) Occupational Safety and Health Administration ("OSHA") standards.

3.7 Rights-of-Way. The Contractor shall obtain a right-of-way permit for any of the Work completed in the public right-of-way. The Contractor will be responsible for any required Maricopa County permits or other agency permits. The Town will provide any necessary easements for Work specified under this Contract, and the Contractor shall not enter or occupy with workers, tools, equipment or materials any private ground outside the property of the Town without the written consent of the owner thereof. The Contractor, at its own expense, is responsible for the acquisition of any additional easements or rights-of-way.

3.8 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 Contract. Insofar as possible in carrying out its work, the Contractor 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 the Contract including, without limitation, the Specifications 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 the Contract 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 Contract 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: (A) Town personnel and members of the public, (B) employees or others on the Project, (C) the Work and materials and (D) 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 Town laws, codes, ordinances, regulations (including National Pollutant Discharge Elimination System and air pollution standards) and orders of public authorities bearing on performance of the Work.

3.9 Traffic Regulations. All traffic affected by the Work under this Contract 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 Contract shall govern in a conflict with the terms of the Barricade Manual. At the time of the pre-construction conference, the Contractor shall designate an employee who is well qualified and experienced in construction traffic control and safety to be responsible for implementing, monitoring and altering traffic control measures, as necessary. At the same time, the Town will designate a representative who will be responsible to see that all traffic control and any alterations are implemented and monitored to the extent that traffic is carried through the Work area in an effective manner and that motorists, pedestrians, bicyclists and workers are protected from hazard and accidents.

A. Major Streets. The following shall be considered major streets: All major parkway, mile (section line), arterial and collector (mid-section line and quarter section line) streets so classified by the Town.

B. Traffic Control Devices. All traffic control devices required for the Work under this Contract shall be the responsibility of the Contractor. The Contractor shall place advance warning signs (such as REDUCE SPEED, LOOSE GRAVEL, 25 MPH SPEED LIMIT and DO NOT PASS) in accordance with the Barricade Manual. The Contractor shall provide, erect and maintain all necessary flashing arrow boards, barricades, suitable and sufficient warning lights, signals and signs and shall take all necessary precautions for the protection of the Work and safety of the public. The Contractor shall provide, erect and maintain acceptable and adequate detour signs at all closures and along detour routes. All barricades and obstructions shall be illuminated at night, and all safety lights shall be illuminated from sunset until sunrise. All barricades and signs used by the Contractor shall conform to the standard design generally accepted for such purposes and payment for all such services and materials shall be considered as included in the other pay items of the Contract.

C. Existing Signs. The Contractor shall ensure that all existing traffic signs are erect, clean and in full view of the intended traffic at all times. Street name signs at major street intersections shall be maintained erect at all times. If these signs should interfere with construction, the Contractor shall notify the Engineer, in writing, at least 48 hours in advance for Town personnel to temporarily relocate or cover said signs. The Engineer will direct the Contractor as to the correct positions to re-set all traffic and street name signs to permanent locations when notified by the Contractor that the interfering construction is complete.

D. Manual Traffic Control. Manual traffic control shall be in conformity with the Barricade Manual, except that the designated liaison officer shall be contacted at the Maricopa County Sheriff's Office, District 7. When construction activities or traffic hazards at the construction site require the use of flagmen, it shall be the Contractor's responsibility to provide trained flagmen to direct traffic safely. When traffic hazards at construction sites warrant the use of certified police personnel to direct traffic, arrangements must be made with the liaison officer at the Maricopa County Sheriff's Office, District 7.

E. Contractor Equipment. The assembly and turnarounds of the Contractor's equipment shall be accomplished using adjacent local streets when possible. Equipment used and/or directed by the Contractor shall travel with traffic at all times. Supply trucks shall travel with traffic except when being spotted. Contractor shall provide a flagman or off-duty, uniformed Sheriff's Deputy to assist with spotting.

F. Traffic Alterations. During construction, it may be necessary to alter traffic control. Any such alterations shall be in accordance with the Barricade Manual. No street within the Project area may be closed to through traffic or to local emergency traffic without prior, written approval of the Engineer. Written approval may be given if sufficient time exists to allow for notification of the public at least 72 hours in advance of such closing. Partial closure of streets within the Project shall be done in strict conformity with the Barricade Manual and the Engineer's written directions.

G. Intersections. Caution should be used when excavating near intersections with traffic signal underground cable. Contractor shall notify the Engineer, in writing, 24 hours in advance of any Work at

such intersections. The Contractor shall install and maintain temporary overhead traffic signal cable as specified by the Engineer when underground conduit is to be severed by excavations at intersections. The Contractor shall provide an off-duty, uniformed Sheriff's Deputy to direct traffic while the traffic signal is turned off and the wiring is transferred. All damaged or modified traffic signal overhead and underground items shall be repaired and restored to the Engineer's satisfaction. Magnetic detector loops shall, under no circumstances, be spliced.

H. Adjacent Property Access. The Contractor shall maintain access to all businesses, schools and residences along the Project alignment at all times in accordance with the MAG Supplement, Section 107.7.1 (Access).

I. Covered Crossings. Where crossings of existing pavement occurs, no open trenches shall be permitted overnight, but plating may be permitted if conditions allow, as determined by the Engineer in his sole discretion. If plates cannot be used, crossings shall either be back-filled or the Contractor shall provide a detour.

3.10 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 or based upon 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.

3.11 Insurance.

A. General.

1. 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 Contract at the Town's option.

2. 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 Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Contract 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 Contract.

3. 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 Contract, the Town, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Contract.

4. 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 Contract are

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

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

6. 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.

7. 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.

8. 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.

9. Use of Subcontractors. If any Work under this Contract is subcontracted in any way, Contractor shall execute written agreement 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 Subcontractor and obtaining certificates of insurance verifying the insurance requirements.

10. Evidence of Insurance. Prior to commencing any Work or Services under this Contract, 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 Contract, 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 Contract 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 Contract. 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 Contract. If any of the policies required by this Contract expire during the life of this Contract, 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 Contract shall be identified by referencing this Contract. A $25.00 administrative fee shall be assessed for all certificates or declarations received without a reference to this Contract. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Contract will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

a. The Town, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

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

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

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

b. Contractor's insurance shall be primary insurance with respect to performance of the Contract.

c. 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 Contract.

d. 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.

B. Required Insurance Coverage.

1. 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 Contract, 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.

2. 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 Contract. 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 Contract, 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.

3. Professional Liability. If this Contract 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 Contract, 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.

4. 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 Contract 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.

5. Builder's Risk Insurance. Unless expressly waived by the Town Manager in a written addendum or amendment to this Contract, the Contractor shall be responsible for purchasing and maintaining insurance to protect the Project from perils of physical loss. The insurance shall provide for the full cost of replacement for the entire Project at the time of any loss. The insurance shall include as named insureds the Town, the Contractor, the Contractor's Subcontractors and sub-subcontractors and shall insure against loss from the perils of fire and all-risk coverage for physical loss or damage due to theft, vandalism, collapse, malicious mischief, transit, flood, earthquake, testing, resulting loss arising from defective design, negligent workmanship or defective material. The Contractor shall increase the coverage limits as necessary to reflect changes in the estimated replacement cost.

C. 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.

3.12 Performance Bond. The Contractor shall be required to furnish non-revocable security binding the Contractor to provide faithful performance of this Contract in the amount of one hundred percent (100%) of the total Contract Price payable to the Town. Performance security shall be in the form of a performance bond, certified check, cashier's check or irrevocable letter of credit. This security must be in the possession of the Engineer within seven days after execution of this Agreement by the Town. If the Contractor fails to execute and deliver the security instrument 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 I, 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.

3.13 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 Contract. Payment security shall be in the amount of one hundred percent (100%) of the total Contract Price and be payable to the Town. Payment security shall be in the form of a payment bond, certified check, cashier's check or irrevocable letter of credit. This security must be in the possession of the Engineer within seven days after execution of this Agreement by the Town. If the Contractor fails to execute and deliver the security instrument 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 payment bonds shall be executed in the form attached hereto as Exhibit J, 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.

3.14 Changes in the Work. The Town may, without invalidating this Contract, order changes in the Work consisting of additions, deletions or other revisions to the Contract 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 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:

A. Additions. When the Town increases the scope of the Work, Contractor will perform the increased work pursuant to Contractor's unit prices set forth on the Price Sheet.

B. 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.

C. 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 Bid.

3.15 Substantial Completion. When the Contractor considers that the Work is Substantially Complete, the Engineer shall prepare and submit to the Contractor a comprehensive list of Punch List items, which the Contractor may edit and supplement. The Contractor shall proceed promptly to complete and correct Punch List items. Failure to include an item on the Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The Town shall determine when the Project and the Contractor's Work is substantially complete. "Substantial Completion" means construction has been completed in accordance with the Contract Documents to the extent that the Town can use or occupy the entire Project, or the designated portion of the Project, for the use intended without any outstanding, concurrent construction at the site, except as may be required to complete or correct Punch List items. A prerequisite for Substantial Completion, over and above the extent of construction completion required, is receipt by the Town of acceptable documentation that Contractor has successfully tested and demonstrated all systems for their intended use. The date of Substantial Completion shall be confirmed by a Certificate of Substantial Completion signed by the Town and Contractor. The Certificate of Substantial Completion signed by the Town and Contractor shall state the respective responsibilities of the Town and the Contractor for security, maintenance, utilities, damage to the Work and insurance. The Certificate of Substantial Completion shall also include the Punch List as created by the Contractor and modified by the Town and establish the time for completion and correction of all Punch List items. If the Town and the Contractor cannot agree as to the appropriate date of Substantial Completion, such issue shall be submitted for dispute resolution in accordance with the procedures set forth in Article III, Part B below. Notwithstanding such disagreement, the Contractor shall diligently proceed with completion of the Punch List items.

3.16 Final Completion. The Town shall determine when the Project and the Contractor's Work is finally completed. "Final Completion" means completion of the Project by the Contractor in accordance with the Contract Documents, certified to the Town by the Contractor. Final Completion shall be achieved only upon the Town's written acceptance of (A) the construction, (B) all testing, (C) demonstration by Contractor that the Work functions as required by the Contract Documents and meets all Contract requirements, (D) resolution of all outstanding system deficiencies and Punch List items, if any, (E) delivery of all as-built documentation, drawings, completed record documents (with revisions made after Substantial Completion), annotated submittals and design document deliverables, (F) submittal, acceptance, and delivery of the one hundred percent (100%) complete O&M manuals, (G) delivery of warranties, inspection certificates, bonds and all other required documents, (H) all pre-requisites for final payment and (I) submittal of Contractor's request for final payment and acceptance enclosing all required documentation. Upon Final Completion the Engineer shall issue a Certificate of Final Completion to the Contractor on behalf of the Town. Following receipt of payment from the Town, the Contractor shall make all payments due to the Subcontractors.

3.17 Payments to Contractor. Compensation for all Work necessary for the completion of the Project shall be included by the Bidder in the price bid for the items shown in the Bid. Only those items listed in the

Bid are pay items. Payment shall be conditioned upon Contractor's compliance with the payment terms and conditions set forth below. Contractor expressly acknowledges and agrees that (A) the Contract Price is an estimated amount based upon an engineer's estimate of the quantities of the Materials deemed necessary to perform the Work and (B) the amount of any payment to be made pursuant to this Contract shall be determined by the field-measured quantities of Materials actually installed by Contractor. Material or equipment delivered to the Project by or on behalf of Contractor shall not constitute material or equipment furnished in the performance of the Work until same has been incorporated into the improvements constituting the Project. Payment shall not constitute acceptance by the Town or evidence thereof of any Work performed.

A. Progress Payments.

1. On or before the 15th day of each month after construction has commenced, the Contractor shall submit to the Town an application for payment consisting of the cost of the Work performed up to the end of the prior month, including the cost of material stored on the site or at other locations approved by the Town. The application shall be deemed approved and certified for payment seven days after it is submitted unless before that time the Town prepares and issues a specific written finding setting forth those items in detail that are not approved for payment under the Contract. Prior to submission of the next application for payment, the Contractor shall make available at the request of the Town a statement accounting for the disbursement of funds received under the previous application for purposes of audit. The extent of such statement shall be as agreed upon between the Town and Contractor.

2. Within 14 days after approval of each monthly application for payment, the Town shall pay directly to the Contractor the appropriate amount for which application for payment is made, less amounts (a) previously paid by the Town, (b) sufficient to pay expenses the Town reasonably expects to incur in correcting deficiencies which are set forth in writing and provided to the Contractor and (c) any retainage as set forth in subsection 3.17(B) below.

3. The Town's progress payment, occupancy or use of the Project, whether in whole or in part, shall not be deemed as acceptance of any Work not conforming to the requirements of this Contract.

4. Upon Substantial Completion of the Work, the Town shall pay the Contractor the unpaid balance of the cost of the Work, less a sum equal to the Contractor's estimated cost of completing any unfinished items as agreed to between the Town and the Contractor as to extent and time for Final Completion. The Town thereafter shall pay the Contractor monthly the amount retained for unfinished items as each item is completed.

B. Retainage. With respect to the Work, the Town shall retain ten percent (10%) of the amount of each estimate until Final Completion and acceptance of all Material, equipment and Work covered by this Contract.

1. Any securities submitted by Contractor in lieu of retainage as may be allowed by law, shall be deposited in an escrow account by the Town. The Town shall be listed as payee or multiple payees with Contractor on all such securities.

2. When the Work is fifty percent (50%) completed, one-half of the amount retained including any securities substituted pursuant to subsection 3.17 (B)(1) shall be paid to the Contractor upon the Contractor's request, provided the Contractor is making satisfactory progress on the Work and there is no specific cause or claim requiring a greater amount to be retained. After the construction Work is fifty percent (50%) completed, no more than five percent (5%) of the amount of any subsequent progress payments made under this Contract may be retained, provided the Contractor is making satisfactory progress on the Project. If, at any time, the Town determines satisfactory progress is not being made, ten

percent (10%) retention shall be reinstated for all progress payments made under this Contract after the determination.

C. Payment for On-site and Off-site Stored Materials. Payment shall be made on account of Materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. Payment may similarly be made for Materials and equipment suitably stored off the site, conditioned upon the Contractor furnishing evidence to the Town that (1) title to the Materials and equipment will pass to the Town upon payment therefore, (2) the Materials and equipment are adequately safeguarded and insured, including during transit from the off-site location to the Project site and (3) such other matters as the Town may reasonably request in order to protect its interests. With the prior, written approval of the Town, Contractor may advance order the bulk delivery of Materials to be incorporated into the Work over the course of this Contract. Upon delivery and receipt of supplier invoice, the Town shall pay for the bulk delivery, either directly to the Contractor or to the vendor or by joint check to Contractor and vendor, and shall receive a full release for the amount paid from vendor and Contractor. Contractor agrees to assume full responsibility for the safekeeping of all such Materials and shall guarantee to the Town that such Materials shall remain safe from theft or damage from any and all causes (unless caused by the sole negligence of the Town). Contractor shall immediately replace, repair or restore said Materials to their original condition so as to not cause any delay in the Work, and Contractor shall indemnify and hold harmless the Town for, from and against any and all loss, cost, liability or expense resulting from any loss or damage to any of the Materials described herein from any cause unless due to the Town's sole negligence. Should the Town have reason to believe Contractor is not properly safeguarding any of the Materials, the Town shall have the right, but not the affirmative duty, to immediately take such steps as it deems necessary to do so, including removing Contractor from the job, replacing any Materials or expending any sums to properly carry out Contractor's responsibility hereunder, and any amounts so expended shall be billed back to Contractor or deducted from any sums then or thereafter due to Contractor. Contractor shall fully insure all Materials stored on site as required by the Town, and if such insurance is not obtained due to a lack of insurable interest, the Town shall have the right to obtain such insurance and charge the amount thereof back to Contractor or deduct said amount from any funds then or thereafter due to Contractor.

D. Title to Construction Work. The Contractor warrants that title to all Work covered by an application for payment shall pass to the Town no later than the time of payment. The Contractor further warrants that upon submittal of an application for payment, all Work for which applications for payment have been previously issued and payments received from the Town shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, Materials and equipment relating to the Work.

E. Final Payment.

1. Final payment, consisting of the unpaid balance of the cost of the Work shall be due and payable at Final Completion and acceptance by the Town. Before issuance of final payment, the Town may request satisfactory evidence that all payrolls, Materials bills and other indebtedness connected with the Work have been paid or otherwise satisfied.

2. Simultaneously with Contractor's request for final payment, Contractor shall submit the following items to the Town Representative:

a. Red-line construction record drawings.

b. Warranties.

c. Two sets of documentation completely covering the operation and maintenance of the mechanical and electrical installation and all other equipment. The documentation shall include charts, diagrams, performance curves, catalog information,

lubrication manuals, and details pertaining to the functioning of various items of equipment. The documentation shall be divided logically into "systems" on the basis of operation, without respect to trades, subcontractors or arbitrary specifications sections. The relationship of the "systems" shall be clearly and concisely detailed.

d. Affidavit Regarding Settlement of Claims.

e. Other items reasonably required by the Town Representative.

3. In making final payment the Town waives all claims except for:

a. Outstanding liens.

b. Improper workmanship or defective Materials.

c. Work not in conformance with this Contract or Work not completed.

d. Terms of any special warranties required by this Contract.

e. Delivery to Town of all warranties, operation and maintenance manuals, "AS-BUILT" record drawings and other documents as required by this Contract.

f. Right to audit Contractor records for a period of three years.

g. Claims previously made in writing and which remain unsettled.

4. Acceptance of final payment by the Contractor shall constitute a waiver of affirmative claims by the Contractor, except those previously made in writing and identified as unsettled at the time of final payment.

F. Warranty. Contractor or its assignee shall give to the Town a one-year warranty against deficiencies in material and workmanship for all Work on the Project or other such warranty as required by the Town Engineer, which warranty shall begin on the date that the Town accepts the Work as provided in this Section. Any material deficiencies in material or workmanship identified by Town staff during the one-year warranty period shall be brought to the attention of the Contractor or its assignee that provided the warranty, which shall promptly remedy or cause to be remedied such deficiencies to the reasonable satisfaction of the Town Engineer. Continuing material deficiencies in a particular portion of the Work shall be sufficient grounds for the Town to require (1) an extension of the warranty for an additional one-year period and (2) the proper repair of or the removal and reinstallation of, that portion of the Work that is subject to such continuing deficiencies. Regardless of whether the applicable warranty period has expired, the Contractor agrees to repair any damage to the Work caused by Contractor's construction activities on the Property. Nothing contained herein shall prevent the Town or Contractor from seeking recourse against any other third party for damage to the Work caused by such third party.

3.18 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 Contract.

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.

PART B - PERFORMANCE OF THE WORK

3.19 Project Videotape. The Contractor shall produce and provide a project videotape to the Engineer as required by MAG Supplement Section 105.5.3. All costs associated with the Project videotape produced in accordance with this Section shall be deemed incidental.

3.20 Soil and Subsurface Conditions. In addition to conformance to MAG Specifications, Section 102.4 (Examination of Plans, Special Provisions and Site Work), the Contractor shall make its own determinations as to the soil and subsurface conditions, including rock, caliche and ground water and shall complete the Work in whatever material and under whatever conditions may be encountered or created, without extra cost to the Town pursuant to the provisions of the MAG Supplement Section 102.4.1.

3.21 Work Scheduling. Time is of the essence for this Contract. Contractor shall provide the Engineer with any requested scheduling information and a proposed schedule for performance of the Work within the Contract Time in a form acceptable to the Engineer and approved by the Engineer, in his sole and absolute discretion, providing for commencement and completion of the Work (the "Schedule"). The Schedule shall include the date for Substantial Completion of the Work. The Engineer may revise the Schedule during the course of the Work. Contractor, to induce the Town to enter into this Contract, has and does hereby agree to fully perform and complete the Work for the Contract Price within the Schedule.

3.22 Contractor's Representative. The Contractor or his authorized representative shall be present at the Work site at all times during working hours. Instructions and information provided by the Engineer to the Contractor's representative shall be considered as having been given to the Contractor, per MAG Supplement Section 105.5.2.

3.23 Prosecution of the Work. The Contractor shall prosecute the Work so that the portion of the Work completed at any point in time shall be not less than as required by the Schedule. If the delay is an Inexcusable Delay, as defined below, the Contractor shall prepare a recovery schedule for the Engineer's review and approval, showing how the Contractor will compensate for the delays and achieve Substantial Completion by the date(s) shown on the Schedule. If the Contractor is unable to demonstrate how it will overcome Inexcusable Delays, the Engineer may order the Contractor to employ such extraordinary measures as are necessary to bring the Work into conformity with the Substantial Completion date(s) set forth therein, the costs of which shall be included as part of the Cost of the Work. If the delay is an Excusable Delay, as defined below, the Engineer shall either (A) authorize an equitable extension in the Schedule to account for such delay, and equitably adjust the contract sum on account of such delay or (B) request that the Contractor prepare a recovery schedule showing how (if possible) the Contractor can achieve Substantial Completion by the applicable date shown on the Schedule, and equitably adjust the Contract Price in accordance with the provisions of this Contract on account of any extraordinary activities required of the Contractor on account of such recovery schedule.

3.24 Extensions of Time.

A. Allowable Extensions. An extension in the scheduled date of Substantial Completion will only be granted in the event of Excusable Delays affecting the Schedule for the Work. The Contractor shall be entitled to general condition costs and extra costs related to the Excusable Delay for idle labor, equipment inefficiency and lost productivity of the performance of the Work. The Contractor must submit evidence reasonably satisfactory to the Town substantiating such costs. Such adjustment to the Price and Substantial Completion date shall be issued in a Change Order or Contract amendment, as applicable.

B. Excusable Delay. To the extent any of the following events results in an actual delay in the Work, such shall constitute an "Excusable Delay" (to the extent not set forth below, a delay will be considered an "Inexcusable Delay"):

1. Delays resulting from Force Majeure.

2. Differing, unusual or concealed site conditions that could not reasonably have been anticipated by the Contractor in preparing the Schedule, including, without limitation, archaeological finds and unusual soil conditions (including rock or other geological conditions), underground foundations, abandoned utility lines and water conditions.

3. Delays resulting from the existence or discovery of Hazardous Materials on the Site not brought to the Site by the Contractor.

4. Delays resulting from changes in Applicable Laws occurring after the date of execution of this Contract.

5. Delays occurring due to the acts or omissions of the Town and those within the control of the Town.

6. Delays occurring due to the acts or omissions of a utility, so long as Contractor has coordinated with the utility causing the delay and the delay occurs despite reasonable steps taken by Contractor to avoid the delay.

7. Delays resulting from weather conditions that make it unreasonable to perform the Work in accordance with the Schedule; provided, however, that Contractor's Schedule shall be deemed to include seven scheduled working days for weather delays, regardless of whether such weather delays are specifically set forth in the Schedule.

8. Delays resulting from Additional Work (defined below) that cannot be performed concurrently with the Work on the Schedule.

C. Required Notice. In order to obtain an extension of time due to an Excusable Delay, the Contractor shall comply with the following requirements. The Contractor shall notify the Engineer in writing of the Excusable Delay as soon as practicable, but in no event more than seven Days after the Contractor becomes aware of the occurrence of the Excusable Delay. Such notice shall describe the Excusable Delay and shall state the approximate number of Days the Contractor expects to be delayed. After the cessation of the Excusable Delay, the Contractor shall notify the Engineer of the number of Days the Contractor believes that its activities were in fact delayed by the Excusable Delay. In the event that the delay arises as a result of a Change Order request by the Town, the request for an extension of time contained in the resulting Change Order proposal shall be deemed sufficient for purposes of this subsection.

D. Determination. Within ten days after cessation of an event giving rise to either an Excusable Delay or Inexcusable Delay, the parties will use good faith efforts to agree on the extent to which the Work has been delayed and whether the delay is an Excusable Delay or an Inexcusable Delay. In the absence of agreement between the parties as to the then-current status of Excusable Delays and Inexcusable Delays, the Engineer will provide the Contractor with written notice of Engineer's determination of the respective number of Days of Excusable Delay and/or Inexcusable Delay. The Engineer's determination may be issued at such time as the Engineer deems reasonable, but not later than ten Days after receipt by the Engineer of the Contractor's written request for such determination. The Contractor shall not, however, deem an issuance by the Engineer of such a determination to be a concurrence of the matters set forth in the Contractor's request. The Contractor may invoke the dispute resolution procedures set forth in Part D below with respect to such determination.

E. Concurrent Delay. To the extent the Contractor is entitled to an extension of time due to an Excusable Delay, but the performance of the Work would have been suspended, delayed or interrupted by the fault or neglect of the Contractor or by an Inexcusable Delay, the Contractor shall not be entitled to any additional costs for the period of such concurrency.

3.25 Liquidated Damages. 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 the original or revised scheduled time of completion of Contractor's Work as liquidated damages, and not as a penalty, in the amount per day as set forth in MAG Specifications for each calendar day of delay.

A. Prior to Termination. If the Contract is not terminated, the Contractor shall continue performance and be liable to the Town for the liquidated damages until the Work is complete.

B. After Termination. In the event the Town exercises its right of termination, the Contractor shall be liable to the Town for any excess costs and, in addition, for liquidated damages until such time as the Town may reasonably obtain delivery or performance of similar Services.

3.26 Suspension by the Town for Convenience.

A. Town Determination. The Town may order the Contractor in writing to suspend, delay or interrupt all or any part of the Work without cause for such period of time as the Town may determine to be appropriate for its convenience.

B. Contract Adjustments. Adjustments caused by suspension, delay or interruption shall be made for increases in the applicable contract sum and/or the date(s) of Substantial Completion. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay or interruption of the Work, or if another provision of this Contract is applied to render an equitable adjustment.

3.27 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 Town's termination by convenience.

3.28 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 Contract, 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 Contract.

B. Substitute Performance. Upon termination of this Contract by the Town, the Town shall be entitled to furnish or have furnished the Services to be performed hereunder by the Contractor by whatever method the Town may deem expedient. Also, in such case, the Contractor shall not be entitled to receive any further payment until completion of the Work, and the total compensation to the Contractor under this Contract shall be the amount that is equitable under the circumstances. If the Town and the Contractor are unable to agree on the amount to be paid under the foregoing sentence, the Town shall fix an amount, if any, that it deems appropriate in consideration of all of the circumstances surrounding such termination, and shall make payment accordingly. The Contractor may dispute the Town's assessment of the termination amount pursuant to the dispute resolution process set forth in in Part D of this Contract.

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 business 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 Contract by giving three business 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.

3.29 Contract Subject to Appropriation. This Contract is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this Contract for payment of funds by the Town shall be effective when funds are appropriated for purposes of this Contract and are actually available for payment. The Town shall be the sole judge and authority in determining the availability of funds under this Contract and the Town shall keep the Contractor fully informed as to the availability of funds for the Contract. The obligation of the Town to make any payment pursuant to this Contract 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 Contract during any immediately succeeding fiscal year, this Contract 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 Contract.

3.30 Additional Work, Materials and/or Overtime. Contractor expressly agrees that if overtime or additional workers or materials are necessary to meet the Schedule, that such overtime will be performed or additional workers or materials will be procured by the Contractor, and the additional expense thereof shall be borne by Contractor unless the delay requiring overtime was directly caused by the Town, in which event Contractor shall be entitled to compensation for such overtime Work. If the Town requests Contractor to perform additional Work in connection with the Project ("Additional Work"), Contractor shall charge the Town a negotiated fixed amount for the Additional Work. In the event a fixed amount cannot be negotiated, Contractor shall invoice the Town on a time and materials basis for the Additional Work at the unit prices set forth in the price sheet.

3.31 No Damage for Delay or Additional Work by the Town. Contractor shall adjust its operations to conform to any progress schedule changes and hereby waives and releases the Town from any liability for damages or expenses that may be caused to or sustained by Contractor by reason of such changes or by reason of delays in the Work, whether caused in whole or in part by conduct on the part of the Town, including without limitation, any breach of this Contract or delays by other contractors or Subcontractors. Contractor's exclusive remedy in event of delay or Additional Work by the Town shall be an extension of time hereunder to complete the Work.

3.32 Risk of Loss. Contractor shall assume the risk of loss occasioned by fire, theft or other damage to Materials, machinery, apparatus, tools and equipment relating to the Work prior to actual installation in final place on the Project and acceptance by the Town. Contractor shall be responsible for damage to the Materials, machinery, apparatus, tools, equipment and property of the Town and other contractors resulting from the acts or omissions of its Subcontractors, employees, agents, representatives Subcontractors, and for payment of the full costs of repair or replacement of any said damage.

3.33 Protection of Finished or Partially Finished Work. The Contractor shall properly guard and protect all finished or partially finished Work and shall be responsible for the same until the entire Contract is completed and accepted by the Engineer. The Contractor shall turn over the entire Work in full accordance with this Contract before final settlement shall be made.

3.34 Character and Status of Workers. Only skilled foremen and workers shall be employed on portions of the Work requiring special qualifications. When required by the Engineer, the Contractor shall discharge any person who is, in the opinion of the Engineer, disorderly, dangerous, insubordinate, incompetent or otherwise objectionable. The Contractor shall indemnify and hold harmless the Town from and against damages or claims for compensation that may occur in the enforcement of this Section. The Contractor shall be responsible for ensuring the legal working status of its employees and its Subcontractor's employees. The Contractor agrees that once assigned to Work under this Contract, key personnel shall not be removed or replaced without written notice to the Town. If key personnel are not available for Work under this Contract for a continuous period exceeding 30 Days, or are expected to devote substantially less effort to the Work than initially anticipated, the Contractor shall immediately notify the Town and shall, subject to the concurrence of the Town, replace such personnel with personnel of substantially equal ability and qualifications.

3.35 Work Methods. The methods, equipment and appliances used on the Work shall be such as will produce a satisfactory quality of Work, and shall be adequate to complete the Contract within the Contract Time. Except as is otherwise specified in this Contract, the Contractor's procedure and methods of construction may, in general, be of its own choosing, provided such methods (A) follow best general practice and (B) are calculated to secure results which will satisfy the requirements of this Contract. The Work covered by this Contract shall be carefully laid out in advance and performed in a manner to minimize interference with normal operation and utilization of the Town's right-of-way. The Contractor shall exercise caution during the course of this Work to avoid damage to all known existing or possible unknown existing underground utilities. It shall conduct its operations in such a manner as to avoid injury to its personnel and to avoid damage to all utilities. Any damage done will be repaired without delay and at the expense of the Contractor.

3.36 Safety Fencing Requirement for Trenches and Excavations. The Contractor shall provide safety construction fencing around all open trenches and excavations during all non-working hours. In addition, the Contractor shall provide safety fencing around the Project site during working hours in order to ensure public safety. The Contractor shall provide for the safety and welfare of the general public by adequately fencing all excavations and trenches that are permitted by the Engineer to remain open when construction is not in progress. Fencing shall be securely anchored to approved steel posts located not less than six feet on center, having a minimum height of six feet, and shall consist of wire mesh fabric of sufficient weight and rigidity to adequately span a maximum supporting post separation of six feet. The fencing, when installed about the periphery of excavations and trenches, shall form an effective barrier against intrusion by the general public into areas of construction. The Contractor, at all times when construction is not in progress, shall be responsible for maintaining the fencing in good repair, and upon notification by the Engineer, shall take immediate action to rectify any deficiency. Prior to the start of any excavation or trenching required for the execution of the proposed Work, the Contractor shall submit to the Engineer for approval, detailed plans showing types of materials and methods of fabrication for the protective fencing. There will be no separate measurement or payment for furnishing, installing, or maintaining protective fencing. The cost shall be considered incidental to the cost of any other structures for which trenching is necessary.

3.37 Plans and Shop Drawings, Samples and Substitution of Materials. All submittals shall conform to MAG Specifications, Section 105.2 (Plans and Drawings) as modified by the MAG Supplement. Contractor shall furnish, within three business days following request therefore by the Town, detailed drawings of the Work, samples of Materials and other submittals required for the performance or coordination of the Work. Substitutions shall be equal or superior to Materials specified in the Contract Documents, shall be clearly identified on submittals as "proposed substitutions" and shall be approved by the Town in accordance with Section 2.4 above. Contractor shall be fully responsible for the adequacy, completeness and promptness of all such submittals. Materials shall not be furnished to the jobsite unless same is in strict compliance with the Specifications or otherwise approved in writing by the Town. Approval by the Town shall not relieve Contractor of full responsibility for compliance with scope, intent and performance in accordance with this Contract.

3.38 Utilities.

A. Cooperation. The Contractor shall comply with the requirements of MAG Specifications 105.6, as modified by the MAG Supplement.

B. Utilities Shown on the Plans.

1. Regardless of what utilities are shown on the plans, it shall be Contractor's responsibility to verify these locations and any additional lines which may exist through consulting with the Town, utility companies and "Blue Stake."

2. Existing utilities are indicated on Project plans in accordance with the best information available. Contractor shall notify all owners of utilities when its Work is in progress and shall make such arrangements as are necessary to make any emergency repair to any utility, in a manner satisfactory to the Town of a damaged utility line, including individual or house service utility lines.

3. No extra compensation will be made for the repair of any individual or house service utility or utility lines damaged by Contractor's labor forces or equipment, nor for any damage incurred through neglect or failure to provide protective barriers, lights and other devices or means required to protect such existing utilities.

4. Contractor shall expose all sanitary and storm sewers, water, gas, electric, telephone utility lines, and other underground structures that might interfere with the Work, in order to permit survey location prior to construction.

5. Contractor shall assume full responsibility for damages to any underground facility/utility properly shown on the Plans or properly located by the Utility owner, as a result of failing to obtain information as to its location, failing to excavate in a careful and prudent manner (as defined in MAG Specifications), or failing to take measures for protection of the facilities/utilities. The Contractor is liable to the owner of the underground facility/utility for the total cost of the repair.

C. Utilities Not Shown on the Plans.

1. If utility lines are encountered that are not shown on the plans, and not located, or incorrectly located by the utility owner, other than individual or house service utility lines, and these lines are damaged or work is required to clear same, then MAG Specifications, Section 109.8 and ARIZ. REV. STAT. § 40-360.21 et seq. shall apply.

2. The work necessary for the raising, lowering, or relocating of any such utility shall be at the utility owner's expense. The necessary Work may be done by the utility owner or by Contractor, or as a collaborative effort, at the option of the utility owner. All Work shall be in accordance with the standards of the Town and the utility owner.

3. In most cases, individual or house service utility lines are not shown on the Plans. It shall be Contractor's responsibility to locate and protect these individual or house services. If, due to Contractor's operations, any of these lines are damaged, it shall repair or replace these lines in a manner satisfactory to the owner of the utility at no extra cost to the Town. In addition, the cost of location, protection, and working around these individual or house service utility lines shall be included in Contractor's bid for the Work under this Contract.

3.39 Sampling and Testing. Sampling and testing shall conform to the requirements of the MAG Specifications, Section 106, as modified by the MAG Supplement. The Contractor shall obtain an independent laboratory or testing company and pay all costs of testing required by the Contract Documents, including testing required by MAG, the Specifications, the Town and other jurisdictional bodies. A copy of all test results shall be furnished to the Engineer in a summary report submitted at the subsequent construction progress meeting (time and date to be set upon Contract award) for tests performed. At Substantial Completion, the Contractor shall submit a final test report containing all test results which certifies the Work complies with the Specifications. This report shall be sealed by a professional engineer registered in the State of Arizona who was responsible for overseeing the testing and sampling.

3.40 Cooperation between Contractors. The Contractor shall comply with the requirements of MAG Specifications, Section 105.7, as modified by the MAG Supplement.

3.41 Outdoor Construction Time Restrictions. Unless otherwise permitted by the Engineer, construction will be restricted as listed in the following table:

May 15 – September 15	**September 16 – May 14**
5:30 a.m. to 6:30 p.m.	6:00 a.m. to 6:30 p.m.

Construction Work shall not begin Work prior to 7:00 a.m. and shall stop by 5:00 p.m. on Saturdays. There shall be no Construction Work on Sundays and all Town, State and Federal holidays.

3.42 Construction Survey. Construction survey and as-built record drawings shall conform to the requirements of the MAG Specifications, Section 105.8 (Construction Stakes, Lines and Grades), as modified by the MAG Supplement. Contractor shall provide and pay for all building layout staking, including elevations and all other Project staking. Replacement of construction stakes that have been knocked out due to Contractor's Work or lack of Work, weather conditions, traffic, vandalism or utility contractors will be done at Contractor's expense.

3.43 Survey Control Points. Existing survey markers (either brass caps or iron pipes) shall be protected by the Contractor or removed and replaced under direct supervision of the Engineer. Survey monuments shall be constructed to the requirements of MAG Specifications, Section 405. Lot corners shall not be disturbed without knowledge and consent of the property owner. The Contractor shall replace benchmarks, monuments or lot corners moved or destroyed during construction at no expense to the Town. Contractor and its sureties shall be liable for correct replacement of disturbed survey benchmarks except where the Town elects to replace survey benchmarks using its own forces.

3.44 Stockpile of Materials.

A. Engineer Approval. The Contractor may, if approved by the Engineer, place or stockpile Materials in the public right-of-way provided such Materials do not prevent access to adjacent properties or prevent compliance with traffic regulations. An encroachment permit shall be required. Any applicable cost shall be paid by the Contractor and shall be presumed to be part of the Contractor's bid.

B. No Traffic Interference. Traffic shall not be required to travel over stockpiled Materials and proper dust control shall be maintained.

3.45 Excess Materials. When excavations are made, resultant loose earth shall be (A) utilized for filling by compacting in place or (B) disposed of off-site. Excess or unsuitable material, broken asphaltic concrete and broken portland cement concrete excavated from the right-of-way shall be removed from the Project Site and disposed of by the Contractor. Waste material shall not be placed on private property without express permission of the property owner. The Contractor shall, at all times, keep the premises free from accumulation of waste

materials or rubbish caused by its operations. At the completion of the Work, Contractor shall remove all equipment, tools and surplus materials, and shall completely clean the premises, removing and disposing of all debris and rubbish and cleaning all stains, spots, marks, dirt, smears or other blemishes. When the Work premises are turned over to the Town, they shall be thoroughly clean and ready for immediate use. Clean-up shall include removal of all excess pointing mortar materials within pipes and removal of oversized rocks and boulders left after finish grading. The Contractor shall provide for the legal disposal of all waste products and debris and shall make necessary arrangements for such disposal.

3.46 Dust Control and Water. Contractor shall implement dust control measures in accordance with MAG Specifications, Section 104.1, and the MAG Supplement. Installation and removal of fire hydrant meters should be scheduled at least three business days in advance through the Chaparral City Water Company. Watering shall conform to the provisions of MAG Specifications, Section 225. A deposit and installation fee in amounts set forth in the Chaparral City Water Company's fee schedule is required for each meter. The cost of the water is at the prevailing rate.

3.47 Storm Water. Contractor shall obtain all local, county, state and federal storm water permits.

3.48 Temporary Sanitary Facilities. The Contractor shall provide ample toilet facilities with proper enclosures for the use of workers employed on the Work site. Toilet facilities shall be installed and maintained in conformity with all applicable State and local laws, codes, regulations and ordinances and shall be properly lit and ventilated, and kept clean at all times. Adequate and satisfactory drinking water shall be provided at all times and under no circumstances and under no conditions will the use of common cups be permitted. The Contractor must supply sanitary drinking cups for the benefit of all employees.

3.49 Electric Power, Water and Telephone. Unless otherwise specified, the Contractor shall make its own arrangements for electric power, water and telephone as needed. Subject to the convenience of the utility, it may be permitted to connect to existing facilities where available, but Contractor shall meter and bear the cost of such power or water, and installation and disconnect of such power, water and telephone services.

3.50 Energized Aerial Electrical Power Lines. Utility companies may maintain energized aerial electrical power lines in the immediate vicinity of this Project. Contractor shall not presume any such lines to be insulated. Construction personnel working in proximity to these lines may be exposed to an extreme hazard from electrical shock. Contractor shall ensure that its employees and all other construction personnel working on this Project are warned of the danger and instructed to take adequate protective measures, including maintaining a minimum ten feet of clearance between the lines and all construction equipment and personnel. (see: OSHA Std. 1926.550 (a) 15, as amended). As an additional safety precaution, Contractor shall call the affected utility companies to arrange, if possible, to have these lines de-energized or relocated when the Work reaches their immediate vicinity. The cost of such temporary arrangements shall be borne by the Contractor. Contractor shall account for the time necessary to cause such utility disconnection in the preparation of its Bid. Electrical utility companies may maintain energized underground electrical power lines in the immediate vicinity of this Project. These power lines represent an extreme hazard of electrical shock to any construction personnel or equipment coming in contact with them. Arizona law requires all parties planning excavations in public rights-of-way to contact all utility firms for locations of their underground facilities. Contractor shall ensure that its employees and all other personnel working near any underground power lines must be warned to take adequate protective measure. (see: OSHA Std. 1926-651 (A), as amended).

3.51 Site Clean Up. Contractor shall at all times, but not less than daily unless otherwise agreed by Town Representative, keep the premises on which the Work is being performed clean and free from accumulation of any waste materials, trash, debris and excess dirt, and at all times shall remove Contractor's implements, machinery, tools, apparatus and equipment from the jobsite when not needed on the jobsite. Should the Town Representative find it necessary in his/her opinion to employ help to clean up, remove or store any of the foregoing due to failure of Contractor to do so, the expense thereof shall be charged to Contractor. Verbal notice from the

Town Representative on clean-up or removal is considered adequate notice hereunder, and failure to conform with his/her request within 24 hours thereof will be construed as a breach of this Contract by the Contractor and such charges will be made against Contractor's account as are necessary to accomplish the clean-up or removal. The cost of cleanup, removal or storage by the Town, if not deducted by the Town from monies due Contractor, shall be paid by Contractor within five business days of written demand by the Town.

3.52 Use of the Site. Contractor shall at all times comply fully with all laws, orders, citations, rules, regulations, standards and statutes with respect to occupational health and safety, the handling and storage of hazardous materials, accident prevention and safety equipment and practices, including any accident prevention and safety program of the Town; provided, however, that the Town shall not be required to impose any safety requirements or administer any such programs and the review or requirement of any safety plan by the Town shall not be deemed to release Contractor or in any way diminish its liability, by way of indemnity or otherwise, as assumed by it under this Contract. Contractor shall conduct inspections regularly to determine that safe working conditions and equipment exist and accepts sole responsibility for providing a safe place to Work for its employees and employees of its Subcontractors, laborers, suppliers of material and equipment and any other person visiting the Site, for adequacy of and required use of all safety equipment and for compliance herewith. When so ordered, Contractor shall stop any part of the Work that the Town deems unsafe until corrective measures satisfactory to the Town have been taken. Should Contractor neglect to adopt such corrective measures, the Town may do so and deduct the cost from payments due Contractor. Contractor shall timely submit copies of all accident or injury reports to the Town.

3.53 Public Information and Notification. The Contractor shall submit a public information and notification plan for this Project (the "Notification Plan") to the Town Representative at the first pre-construction meeting held prior to start of construction. The Notification Plan shall include, at a minimum, the items set forth in this Section 3.53; provided, however, that the Engineer may waive any portion of the requirements of this Section upon a written determination that the Project scope does not warrant such notification. Contractor shall provide Project information to affected residents and homeowners' associations prior to and throughout the Project's duration. The Contractor shall use the Notification Plan to inform the local citizens, businesses and Town officials, not less than five business days in advance, of (A) necessary operations that create high noise levels, (B) street closures, (C) detour locations, (D) haul routes and material delivery routes and (E) disruption of bus routes, mail routes and other delivery/pick-up routes.

A. Neighborhood Notification. Prior to the start of any Work on the Project, the Contractor shall distribute a preliminary "Dear Neighbor" letter (8-1/2" x 11"), as submitted to and subject to the approval of the Engineer, to all businesses, property owners and residents within 600 feet of any portion of this Project. This "Dear Neighbor" letter shall include, at a minimum, the following information:

1. Contractor's name, business telephone number and the 24-hour "Hot Line" telephone number for this Project.
2. Name of Contractor's Project Manager.
3. Name of Contractor's Project Superintendent.
4. Brief description of the Project.
5. Construction schedule, including anticipated Work hours.
6. Anticipated lane restrictions, including the expected duration thereof.
7. Name of Town's Project Manager.
8. Name of the Engineer.

The Town Manager or authorized designee shall provide the Contractor with a distribution list for this "Dear Neighbor" letter. Contractor shall (1) ensure that the letter is distributed to all persons and businesses indicated on the list provided by the Town Manager or authorized designee and (2) provide the Town Manager or authorized designee with a copy of the letter sent and sufficient proof of mailing. Subsequent to delivery of the "Dear Neighbor" letter, the Contractor shall distribute bi-monthly construction progress updates, including construction schedule and any additional information the Engineer deems important as a result of construction activities, to all persons and businesses included on the aforementioned distribution list. At the request of the Town Manager or authorized designee, Contractor may be required to distribute additional public notifications. At the end of construction a final "Dear Neighbor" letter shall be distributed to the persons and businesses on the aforementioned distribution list highlighting the Contractor's and the Town's appreciation for their patience during construction of the Project.

B. 24-Hour Project Hotline. The Contractor shall be required to furnish a private 24-hour telephone line to be used solely for receiving incoming calls from local citizens or businesses with questions or complaints concerning Project construction operations or procedures (the "Hotline"). The Contractor shall include this Hotline telephone number on all public information distributed throughout the duration of the Project. Contractor shall ensure that Contractor personnel man the Hotline during all hours that there is any Work being performed on this Project; the Hotline shall be answered by a live answering service during all other hours. The Contractor shall maintain a log of incoming calls, responses and action taken that shall be submitted to the Engineer weekly and upon request.

C. Public Meetings. The Contractor shall attend such public meetings as deemed necessary by the Town Manager or authorized designee.

D. Press Releases. The Contractor shall, at the request of the Engineer, prepare press releases regarding the Project.

E. Payment for Public Notification. The Town will pay, based on time and materials invoices, an amount not to exceed the amount designated in the Price Sheet and entitled COMMUNITY RELATIONS, for Work performed in accordance with the Notification Plan. Work that is eligible for reimbursement includes: the "Dear Neighbor" letters; bi-monthly progress reports; meetings with impacted businesses, residents, schools, churches or other groups; scheduling newsletter when necessary (at least monthly); temporary signs for local access; and maintaining the Hotline. No payment will be made under this item for any calendar day during which there are substantial deficiencies in compliance, as determined by the Engineer. The Contractor shall submit a final report/evaluation of its Notification Plan process performed for this Project. The report shall be submitted before the Contractor receives final payment.

PART C - MISCELLANEOUS

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

3.55 Conflict of Interest. This Contract is subject to the provisions of ARIZ. REV. STAT. § 38-511. The Town may cancel this Contract 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 Contract on behalf of the Town or any of its departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of the Contract.

3.56 Contract Amendments. This Contract 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; provided, however, that Change Orders may be issued and approved administratively by the Town when such changes do not alter the Contract Price.

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

3.58 Severability. The provisions of this Contract 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 Contract which may remain in effect without the invalid provision or application.

3.59 Independent Contractor. It is clearly understood 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 Consultant meets the requirements of its agreed scope of work and the specifications, plans/construction drawings as set forth in Section 2.1 above and Exhibit A. 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.

3.60 Entire Agreement; Interpretation-Parol Evidence. This Contract 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 Contract are hereby revoked and superseded by this Contract. 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 Contract. This Contract 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 Contract. 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 Contract.

3.61 Assignment; Delegation. No right or interest in this Contract 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 Contract by Contractor.

3.62 Subcontracts. No subcontract shall be entered into by the Contractor with any other party to furnish any of the Materials, Services or construction specified herein without the prior, written approval of the Town. The Contractor is responsible for performance under this Contract whether or not Subcontractors are used.

3.63 Rights and Remedies. No provision in this Contract 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 Contract. The failure of the Town to insist upon the strict performance of any term or condition of this Contract or to exercise or delay the exercise of any right or remedy provided in this Contract, or by law, or the Town's acceptance of and payment for Materials or Services, shall not release the Contractor from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of the Town to insist upon the strict performance of this Contract.

3.64 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract 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.

3.65 Notices and Requests. Any notice or other communication required or permitted to be given under this Contract 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: Kenneth W. Buchanan, Town Manager
With copy to:	GUST ROSENFELD, P.L.C. One East Washington Street, Suite 1600 Phoenix, Arizona 85004-2553 Attn: Andrew J. McGuire, Esq.
If to Contractor:	_____ _____ _____ Attn: _____

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 Section. 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.

3.66 Overcharges by Antitrust Violations. The Town maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the Town any and all claims for such overcharges as to the goods and services used to fulfill the Contract.

3.67 Force Majeure. Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term *"force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party, in accordance with Section 3.65, of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract. Force majeure shall not include the following occurrences:

A. Late Delivery. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies or similar occurrences.

B. Late Performance. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Section 3.67. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the Work by force majeure, then the delayed party shall notify the other party in accordance with Section 3.65 and shall make a specific reference to this Section, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of Substantial Completion or Final Completion shall be extended by written Contract amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

3.68 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 Contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Contract. 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 Contract.

3.69 Records and Audit Rights. To ensure that the Contractor and its Subcontractors are complying with the warranty under Section 3.70 below, Contractor's and its Subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Contract, including the papers of any Contractor and its Subcontractors' employees who perform any Work or Services pursuant to this Contract (all of 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 (1) 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 Contract and (2) evaluation of the Contractor's and its Subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 3.70 below. To the extent necessary for the Town to audit Records as set forth in this Section, 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 Contract for the duration of the Work and until three years after the date of final payment by the Town to Contractor pursuant to this Contract. 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 Section. 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 Section by insertion of the requirements hereof in any subcontract pursuant to this Contract.

3.70 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 Subcontractors' failure to comply with such warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by the Town.

3.71 Right to Inspect Plant. The Town may, at reasonable times, inspect the part of the plant or place of business of the Contractor or Subcontractor that is related to the performance of this Contract.

3.72 Warranties. Contractor warrants to the Town that all Materials and equipment furnished shall be new unless otherwise specified and agreed by the Town and that all Work shall be of first class quality, free from faults and defects and in conformance with the Contract. If at any time within one year following the date of Final

Completion and acceptance of the entire Project (or such longer period as may be provided under warranties for equipment or Materials): (A) any part of the Materials furnished in connection with the Work shall be or become defective due to defects in either labor or Materials, or both, or (B) Contractor's Work or Materials, or both, are or were not in conformance with original or amended Plans and Specifications, or supplementary shop drawings, then the Contractor shall upon written notice from the Town immediately replace or repair such defective or non-conforming Material or workmanship at no cost to the Town. Contractor further agrees to execute any special guarantees as provided by the Contract or required by law. Contractor shall require similar guarantees from all vendors and from all its Subcontractors. Contractor further agrees, upon written demand of the Town and during the course of construction, to immediately re-execute, repair or replace any Work that fails to conform to the requirements of the Contract, whether caused by faulty Materials or workmanship, or both. In the event Contractor shall fail or refuse to make such change upon the Town's written demand, the Town shall have the right to have such Work re-executed, repaired or replaced, to withhold from or back charge to Contractor all costs incurred thereby.

3.73 Inspection. All Materials and/or Services are subject to final inspection and acceptance by the Town. Materials and/or Services failing to conform to the Specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Upon discovery of non-conforming Materials or Services, the Town may elect to do any or all of the following by written notice to the Contractor: (A) waive the non-conformance; (B) stop the Work immediately; or (C) bring material or service into compliance and withhold the cost of same from any payments due to the Contractor.

3.74 No Replacement of Defective Tender. Every tender of Materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.

3.75 Shipment Under Reservation Prohibited. Contractor is not authorized to ship Materials under reservation and no tender of a bill of lading will operate as a tender of the Materials.

3.76 Liens. All Materials, Service or construction shall be free of all liens and, if the Town requests, a formal release of all liens shall be delivered to the Town.

3.77 Licenses. 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 as applicable to this Contract.

3.78 Patents and Copyrights. All Services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this Contract are the property of the Town and shall not be used or released by the Contractor or any other person except with the prior written permission of the Town.

3.79 Preparation of Specifications by Persons other than Town Personnel. All Specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the Town's needs. No person preparing Specifications shall receive any direct or indirect benefit from the utilization of Specifications, other than fees paid for the preparation of Specifications.

3.80 Advertising. Contractor shall not advertise or publish information concerning this Contract without prior, written consent of the Town.

3.81 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of the Contract, the IFB, the Scope of Work, any Town-approved Purchase Order, the Price Sheet, any Town-approved Work Orders, invoices and the Contractor's response to the IFB, the documents shall govern in the order listed herein.

PART D - ALTERNATIVE DISPUTE RESOLUTION

3.82 Scope. Notwithstanding anything to the contrary provided elsewhere in the Contract Documents, except for subsection 3.85(G) below, the alternative dispute resolution ("ADR") process provided for herein shall be the exclusive means for resolution of claims or disputes arising under, relating to or touching upon the Contract, the interpretation thereof or the performance or breach by any party thereto, including but not limited to original claims or disputes asserted as cross claims, counterclaims, third party claims or claims for indemnity or subrogation, in any threatened or ongoing litigation or arbitration with third parties, if such disputes involve parties to contracts containing this ADR provision.

3.83 Neutral Evaluator, Arbitrators. The Town will select a Neutral Evaluator to serve as set forth in this ADR process, subject to the Contractor's approval, which approval shall not be unreasonably withheld. In the event that the Town and the Contractor are unable to agree upon a Neutral Evaluator, the neutral evaluation process shall be eliminated and the parties shall proceed with the binding arbitration process set forth in Section 3.85 below. The Town and Contractor shall each select an arbitrator to serve as set forth in this ADR process. Each arbitrator selected shall be a member of the State Bar of the State of Arizona and shall have experience in the field of construction law. None of the arbitrators nor any of the arbitrator's firms shall have presently, or in the past, represented any party to the arbitration.

3.84 Neutral Evaluation Process. If the parties have been unable to resolve the disputes after discussions and partnering, but the parties have agreed to a Neutral Evaluator, the following neutral evaluation process shall be used to resolve any such dispute.

A. Notification of Dispute. The Town through its Engineer shall notify the Neutral Evaluator in writing of the existence of a dispute within ten days of the Town or the Contractor declaring need to commence the neutral evaluation process.

B. Non-Binding Informal Hearing. The Neutral Evaluator shall schedule a non-binding informal hearing of the matter to be held within seven calendar days from receipt of notification of the existence of a dispute. The Neutral Evaluator may conduct the hearing in such manner as he deems appropriate and shall notify each party of the hearing and of its opportunity to present evidence it believes will resolve the dispute. Each party to the dispute shall be notified by the Neutral Evaluator that the party shall submit a written outline of the issues and evidence intended to be introduced at the hearing and the proposed resolution of the dispute to the Neutral Evaluator before the hearing commences. Arbitrators shall not participate in such informal hearing or proceedings process. The Neutral Evaluator is not bound by the rules of evidence when admitting evidence in the hearing and may limit the length of the hearing, the number of witnesses or any evidence introduced to the extent deemed relevant and efficient.

C. Non-Binding Decision. The Neutral Evaluator shall render a non-binding written decision as soon as possible, but not later than five calendar days after the hearing.

3.85 Binding Arbitration Procedure. The following binding arbitration procedure, except as provided in subsection 3.85(G) below, shall serve as the exclusive method to resolve a dispute if (A) the parties cannot agree to a Neutral Evaluator as set forth in Section 3.83 above or (B) any party chooses not to accept the decision of the Neutral Evaluator. The party requesting binding arbitration shall notify the Neutral Evaluator of a request for arbitration in writing within three business days' of receipt of the Neutral Evaluator's decision. If the Contractor requests arbitration or if Contractor rejects the Town's selection of a Neutral Evaluator, it shall post a cash bond with the Neutral Evaluator in an amount agreed upon by the parties or, in the event of no agreement, the Neutral Evaluator shall establish the amount of the cash bond to defray the cost of the arbitration as set forth in subsection 3.85(M) and the proceeds from the bond shall be allocated in accordance with subsection 3.85(M) by the Arbitration Panel.

A. Arbitration Panel. The Arbitration Panel shall consist of three arbitrators: the Town's appointed arbitrator, the Contractor's appointed arbitrator and a third arbitrator (or "Neutral Arbitrator") who shall be selected by the parties' arbitrators as set forth in subsection 3.85(B) If more than one consultant or contractor is involved in a dispute, the consultants and/or contractors shall agree on an appointee to serve as arbitrator. The Neutral Evaluator shall not participate in the proceedings.

B. Selection of Neutral Arbitrator. The parties' arbitrators shall choose the Neutral Arbitrator within five business days of receipt of notification of a dispute from the Neutral Evaluator. The Neutral Arbitrator shall have the same qualifications as those of the arbitrators set forth in subsection 3.83. In the event that the selected arbitrators cannot agree on the Neutral Arbitrator as set forth above, the Neutral Arbitrator shall be the Default Neutral Arbitrator, a person or entity jointly selected by the Town and the Contractor. If the Town and the Contractor cannot agree on a Default Neutral Arbitrator, the Town and the Contractor shall each submit two names to an appropriate judge who shall select one person.

C. Expedited Hearing. The parties have structured this procedure with the goal of providing for the prompt, efficient and final resolution of all disputes falling within the purview of this ADR process. To that end, any party can petition the Neutral Evaluator to set an expedited hearing. If the Neutral Evaluator determines that the circumstances justify it, the Neutral Evaluator shall contact the selected Arbitration Panel and arrange for scheduling of the arbitration at the earliest possible date. In any event, the hearing of any dispute not expedited will commence as soon as practical but in no event later than 20 calendar days after notification of request for arbitration having been submitted. This deadline can be extended only with the consent of all the parties to the dispute, or by decision of the Arbitration Panel upon a showing of emergency circumstances.

D. Procedure. The Arbitration Panel will select a Chairman and will conduct the hearing in such a manner that will resolve disputes in a prompt, cost efficient manner giving regard to the rights of all parties. Each party shall supply to the Arbitration Panel a written pre-hearing statement which shall contain a brief statement of the nature of the claim or defense, a list of witnesses and exhibits, a brief description of the subject matter of the testimony of each witness who will be called to testify, and an estimate as to the length of time that will be required for the arbitration hearing. The Arbitration Panel shall review and consider the Neutral Evaluator decision, if any. The Chairman shall determine the nature and scope of discovery, if any, and the manner of presentation of relevant evidence consistent with deadlines provided herein and the parties' objective that disputes be resolved in a prompt and efficient manner. No discovery may be had of any materials or information for which a privilege is recognized by Arizona law. The Chairman upon proper application shall issue such orders as may be necessary and permissible under law to protect confidential, proprietary or sensitive materials or information from public disclosure or other misuse. Any party may make application to the Maricopa County Superior Court to have a protective order entered as may be appropriate to confirm such orders of the Chairman.

E. Hearing Days. In order to effectuate parties' goals, the hearing once commenced, will proceed from business day to business day until concluded, absent a showing of emergency circumstances.

F. Award. The Arbitration Panel shall, within ten calendar days from the conclusion of any hearing, by majority vote issue its award. The award shall include an allocation of fees and costs pursuant to subsection 3.85(M) herein. The award is to be rendered in accordance with this Contract and the laws of the State of Arizona.

G. Scope of Award. The Arbitration Panel shall be without authority to award punitive damages, and any such punitive damage award shall be void. The Arbitration Panel shall be without any authority to issue an award against any individual party in excess of twenty percent (20%) of the original Contract amount, but in no event shall any award exceed $2,000,000, exclusive of interest, arbitration fees, costs and attorneys' fees. If an award is made against any individual party in excess of $100,000, exclusive of interest, arbitration fees, costs and attorneys' fees, it must be supported by written findings of fact, conclusions of law and a statement as to how damages were calculated. Any claim in excess of twenty percent (20%) of the original Contract amount or in

excess $2,000,000 shall be subject to the jurisdiction of the Superior Court of Arizona, Maricopa County. Any party can contest the validity of the amount claimed if an action is filed in the Superior Court.

H. Jurisdiction. The Arbitration Panel shall not be bound for jurisdictional purposes by the amount asserted in any party's claim, but shall conduct a preliminary hearing into the question of jurisdiction upon application of any party at the earliest convenient time, but not later than the commencement of the arbitration hearing.

I. Entry of Judgment. Any party can make application to the Maricopa County Superior Court for confirmation of an award, and for entry of judgment on it.

J. Severance and Joinder. To reduce the possibility of inconsistent adjudications: (1) the Neutral Evaluator or the Arbitration Panel may, at the request of any party, join and/or sever parties, and/or claims arising under other contracts containing this ADR provision, and (2) the Neutral Evaluator, on his own authority, or the Arbitration Panel may, on its own authority, join or sever parties and/or claims subject to this ADR process as they deem necessary for a just resolution of the dispute, consistent with the parties' goal of the prompt and efficient resolution of disputes, provided, however, that the Contractor, Architect/Engineer and Project professionals shall not be joined as a party to any claim made by a Contractor. Nothing herein shall create the right by any party to assert claims against another party not germane to the Contract or not recognized under the substantive law applicable to the dispute. Neither the Neutral Evaluator nor the Arbitration Panel are authorized to join to the proceeding parties not in privity with the Town. Contractor cannot be joined to any pending arbitration proceeding, without Contractor's express written consent, unless Contractor is given the opportunity to participate in the selection of the non-Town appointed arbitrator.

K. Appeal. Any party may appeal (1) errors of law by the Arbitration Panel if, but only if, the errors arise in an award in excess of $100,000, (2) the exercise by the Chairman or Arbitration Panel of any powers contrary to or inconsistent with the Contract or (3) on the basis of any of the grounds provided in ARIZ. REV. STAT. § 12-1512, as amended. Appeals shall be to the Maricopa County Superior Court within 15 calendar days of entry of the award. The standard of review in such cases shall be that applicable to the consideration of a motion for judgment notwithstanding the verdict, and the Maricopa County Superior Court shall have the authority to confirm, vacate, modify or remand an award appealed under this Section, but not to conduct a trial, entertain the introduction of new evidence or conduct a hearing de novo.

L. Uniform Arbitration Act. Except as otherwise provided herein, binding arbitration pursued under this provision shall be governed by the Uniform Arbitration Act as codified in Arizona in ARIZ. REV. STAT. § 12-1501, *et seq.*

M. Fees and Costs. Each party shall bear its own fees and costs in connection with any informal hearing before the Neutral Evaluator. All fees and costs associated with any arbitration before the Arbitration Panel, including without limitation the Arbitration Panelists' fee, and the prevailing party's reasonable attorneys' fees, expert witness fees and costs, will be paid by the non-prevailing party, except as provided for herein. In no event shall any Arbitrator's hourly fees be awarded in an amount in excess of $200 per hour and (1) costs shall not include any travel expenses in excess of mileage at the rate paid by the Town, not to exceed a one way trip of 150 miles, and (2) all travel expenses, including meals, shall be reimbursed pursuant to the travel policy of the Town in effect at the time of the hearing. The determination of prevailing and non-prevailing parties, and the appropriate allocation of fees and costs, will be included in the award by the Arbitration Panel. Fees for the Neutral Evaluator shall be divided evenly between the Town and the Contractor.

N. Confidentiality. Any proceeding initiated under ADR shall be deemed confidential to the maximum extent allowed by Arizona law and no party shall, except for disclosures to a party's attorneys or accountants, make any disclosure related to the disputed matter or to the outcome of any proceeding except to the

extent required by law, or to seek interim equitable relief, or to enforce an agreement reached by the parties or an award made hereunder.

O. Equitable Litigation. Notwithstanding any other provision of ADR to the contrary, any party can petition the Maricopa County Superior Court for interim equitable relief as necessary to preserve the status quo and prevent immediate and irreparable harm to a party or to the Program pending resolution of a dispute pursuant to ADR provided herein. No court may order any permanent injunctive relief except as may be necessary to enforce an order entered by the Arbitration Panel. The fees and costs incurred in connection with any such equitable proceeding shall be determined and assessed in ADR.

P. Change Order. Any award in favor of the Contractor against the Town or in favor of the Town against the Contractor shall be reduced to a Change Order and executed by the parties in accordance with the award and the provisions of this Contract.

Q. Merger and Bar. Any claim asserted pursuant to this ADR process shall be deemed to include all claims, demands, and requests for compensation for costs and losses or other relief, including the extension of the Contract performance period which reasonably should or could have been brought against any party that was or could have been brought into this ADR process, with respect to the subject claim. The Arbitration Panel shall apply legal principles commonly known as merger and bar to deny any claim or claims against any party regarding which claim or claims recovery has been sought or should have been sought in a previously adjudicated claim for an alleged cost, loss, breach, error, or omission.

R. Inclusion in Other Contracts. The Contractor shall cooperate with the Town in efforts to include this ADR provision in all other Project contracts. Subject to Contractor's reasonable agreement, the Contractor agrees that any modification to this ADR provision that is included in the construction or other contracts shall also apply to the Contractor. It is the intent of the parties that any changes to this ADR provision in later contracts will be evolutionary and designed to incorporate the terms of this ADR provision without material changes to the substance or procedure of this ADR provision.

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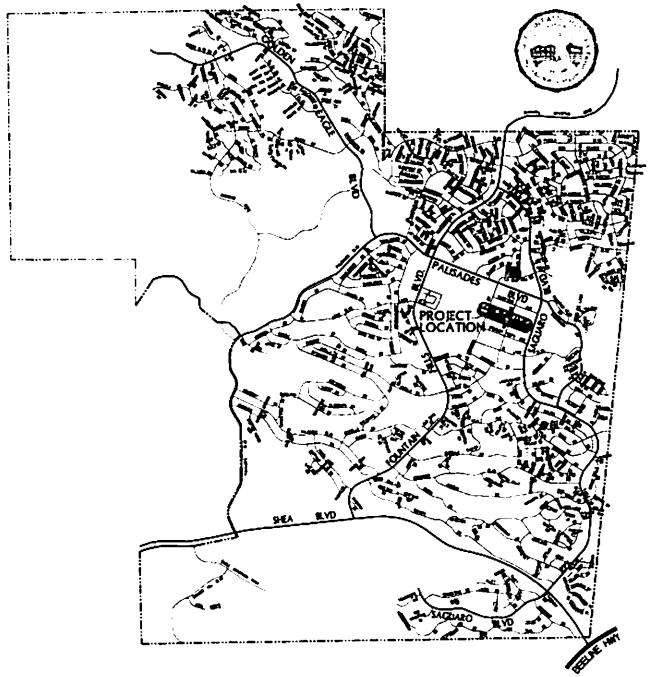
EXHIBIT A
TO
INVITATION FOR BIDS NO. DS2014-106

[Specifications, Plans/Construction Drawings]

See following pages.

VICINITY MAP :

TOWN OF FOUNTAIN HILLS



PROJECT INFORMATION :

PROJECT ADDRESS	EAST AVENUE OF THE FOUNTAINS FOUNTAIN HILLS, ARIZONA	SEISMIC ZONE	
ZONING	NA		
SITE (NET)	APPROXIMATELY [illegible]	BUILDING CODES	2012 INTERNATIONAL BUILDING CODE
SITE (GROSS)	NA		2012 UNIFORM PLUMBING CODE
			2012 UNIFORM MECHANICAL CODE
			2011 NATIONAL ELECTRICAL CODE
USE	PARK AREA - LANDSCAPING & WALKS		2006 INTERNATIONAL ENERGY CONSERVATION CODE
DENSITY (NET)	NA		
DENSITY (GROSS)	NA	FIRE SPRINKLERS - SYSTEM TYPE	NA
OCCUPANCY	NA		
		LOT COVERAGE % (NET)	NA
		LOT COVERAGE % (GROSS)	NA
CONSTRUCTION TYPE	NA		

PROJECT ADDENDUMS :

LANDSCAPE

L1	PLAZA @ ENCLOSURE
L2	PLAZA @ ENCLOSURE

ELECTRICAL

SE.1	ELECTRICAL COVER SHEET
SE.2	ELECTRICAL SITE PLAN - WEST
SE.3	ELECTRICAL SITE PLAN - EAST
SE.4	ELECTRICAL DETAILS
SE.5	ELECTRICAL DETAILS
SE.6	ELECTRICAL DETAILS
SE.7	ELECTRICAL DETAILS
SE.8	BID ALTERNATE 101 - SITE PLAN - WEST
SE.9	BID ALTERNATE 101 - SITE PLAN - EAST
SE.10	BID ALTERNATE 101 - DETAILS

ARCHITECTURAL

T	COVER SHEET - PROJECT INFORMATION
SP1	ARCHITECTURAL SITE PLAN
SP2	ENLARGED SITE PLANS
DS1	SITE DETAILS / PLANS

CIVIL

SK-C1	PLAZA @ ENCLOSURE
SK-C2	PLAZA @ ENCLOSURE - GRADING
SK-C3	FLOW LINE SHEET - HORIZONTAL CONTROL
SK-C4	HORIZONTAL CONTROL POINTS

ABBREVIATIONS :

ACOUSTIC		JANITOR	
ADDITION		JOINT	
AGGREGATE BASE COURSE		JOIST	
AIR CONDITIONING			
ALTERNATE			
ABOVE FINISHED CEILING		LAMINATE	
ABOVE FINISHED FLOOR		LANDING	
ABOVE FINISHED GRADE		LAV	
AGGREGATE		LAVATORY	
ANCHOR BOLT		LENGTH	
ANC		LOCATION	
ALUMINUM		LIGHT	
ALTERNATE		LIGHT WEIGHT CONCRETE	
ARCHITECT		LOUVER	
ASPHALT		LOCATION	
BASEMENT		MASONRY OPENING	
BEAM		MATERIAL	
BENCHMARK		MANUFACTURER	
BLOCKING		MAXIMUM	
BOARD		MASONRY CONTROL JOINT	
BOTTOM OF		MECHANICAL	
BUILDING		METAL	
CABINET		METAL LATH	
CAST IN PLACE		METER	
CATCH BASIN		MINIMUM	
CEILING		MOULDING	
CEMENT		MULLION	
CERAMIC		NATURAL GRADE	
CENTER		NOMINAL	
CENTER LINE		NOT IN CONTRACT	
CERAMIC TILE		NOT TO SCALE	
CHANNEL		NUMBER	
CLEAR			
CLEAN OUT			
CLOSET		OBSERVE	
COLUMN		ON CENTER	
CONCRETE		OPENING	
CONNECTION		OVERALL	
CONSTRUCTION		OUTSIDE DIAMETER	
CONTROL JOINT		OVERHEAD SCANNER	
CONSTRUCTION JOINT		OVERHEAD DOOR	
CONTINUOUS			
CONTRACTOR			
CORRUGATED			
COUNTER		PAINTED	
COLD ROLLED		PAIR	
CONCRETE MASONRY UNIT		PAIR	
		PANEL	
CAMP PROOFING		PARTITION	
DECIBEL		PENNY	
DIAGONAL		PLATE	
DIAMETER		PLUMBING	
DIMENSION		PLYWOOD	
DISPENSER		POINT	
DOWEL		POUNDS	
DOWN		POUNDS PER SQ. FT.	
DOWNSPOUT		PRECAST	
DRAWING		PROPERTY LINE	
EACH		RADIUS	
ELECTRIC		REGISTER	
ELECTRIC FOUNTAIN		REQUIRED	
ELEVATION		REVISION	
EQUAL		ROOF DRAIN	
EQUIPMENT		ROOFING	
EXHAUST		ROOM	
EXPANSION		ROUGH	
EXPANSION JOINT		ROUND	
EXISTING			
EXTERIOR		STUCCO CONTROL JOINT	
		SCHEDULE	
FELT		SECTION	
FINISH		SELECT	
FIXTURE		SHELF	
FLASHING		SIDING	
FLOOR		SIMILAR	
FLOOR DRAIN		SITING	
FLUORESCENT		SMOOTH	
FOOTING		SPECIFICATION	
FOUNDATION		SPLASH	
FRAME		SQUARE	
FIRE HOSE CAB		STANDARD	
		STAINLESS STEEL	
GAUGE		STRUCTURE	
GALVANIZED IRON		SUSPENDED	
GLASS		SWITCHGEAR	
GRADE			
GRAM		TOP OF CURB	
GRILLE		TEMPERED GLASS	
GRID		TOP OF	
GROUND		TOP OF STEEL BEAM	
GYP		TYPICAL	
GYPSUM BOARD			
		UNLESS NOTED OTHERWISE	
HAND RAIL			
HOSE BIBB		VENT	
HARDWARE		VERTICAL	
HARDWOOD		VERTICAL GRAIN	
HEATER		VESTIBULE	
HEIGHT		VINYL COMPOSITION TILE	
HOT POINT		VITREOUS CLAY PIPE	
HOLLOW METAL			
HORIZ.			
HOSE #998		WELDED WIRE MESH	
HOT WATER		WATER CLOSET	
		WATER HEATER	
		WALL HANGER	
		WITH	
INSIDE DIAMETER		WITHOUT	
INSULATION		WOOD	
INTERIOR		WINDOW	
INVERT		WATER WALL	

SYMBOLS :

- INDICATES DETAIL NUMBER / INDICATES DETAIL SHEET
- INDICATES WINDOW NUMBER
- INDICATES DOOR NUMBER
- INDICATES SECTION NUMBER / INDICATES SECTION SHEET
- INDICATES INTERIOR ELEV.
- INDICATES KEYNOTE

PROJECT DIRECTORY :

Planning & Zoning :
TOWN OF FOUNTAIN HILLS
16705 E. AVENUE of the FOUNTAINS
FOUNTAIN HILLS, ARIZONA 85269
PHONE : (480) 816-5130
FAX : (480) 837-3145
CONTACT : BOB ROGERS

Cable Company :
COX COMMUNICATIONS
16436 E. PALISADES BLVD. #C
FOUNTAIN HILLS, ARIZONA 85269
PHONE : (480)
FAX : (480)
CONTACT : -

Fire Prevention :
FOUNTAIN HILLS FIRE DEPT.
16705 E. AVENUE of the FOUNTAINS
FOUNTAIN HILLS, ARIZONA 85269
PHONE : (480) 816-5100
FAX : (480) 816-3145
EMERGENCIES : 911
CONTACT : -

Sewer Company :
FOUNTAIN HILLS SAN. DIST.
16641 E. PEPPERWOOD CIRCLE
FOUNTAIN HILLS, ARIZONA 85268
PHONE : (480) 837-9444
FAX : (480) 837-0819
CONTACT : RON HUBER

Water Company :
CHAPARRAL CITY WATER CO.
12021 NORTH PANORAMA DRIVE
FOUNTAIN HILLS, ARIZONA 85268
PHONE : (480) 837-3411
FAX : (480) 837-5370
CONTACT : DON LONG

Telephone Company :
CENTURY LINK COMMUNICATIONS
6350 SOUTH MAPLE AVENUE
TEMPE, ARIZONA 85283
PHONE : (480) 831-4707
FAX : (480) 831-4944(4943)
CONTACT : -

Building Safety :
TOWN OF FOUNTAIN HILLS
16705 E. AVENUE of the FOUNTAINS
FOUNTAIN HILLS, ARIZONA 85269
PHONE : (480) 816-5127
FAX : (480) 837-3145
CONTACT : JASON FIELD

Electric Company :
Salt River Project
P.O. Box 52025
Phoenix, Arizona 85072
PHONE : (602) 236-8476
FAX : (602) 236-2586
CONTACT : -

PROJECT TEAM :

OWNER:
TOWN OF FOUNTAIN HILLS
16705 E. AVENUE of the FOUNTAINS
FOUNTAIN HILLS, AZ 85268
PHONE (480) 816-5129
FAX (480) 816-3145
CONTACT PAUL MOOD

ARCHITECT:
LANDMARK DESIGN
2318 S. McCLINTOCK DRIVE #3
TEMPE, ARIZONA 85282
PHONE (480) 779-9003
FAX (480) 966-2874
CONTACT WADE FELKINS

STRUCTURAL:
LAM STRUCTURAL ENGINEERING
2318 S. McCLINTOCK DRIVE #1
TEMPE, ARIZONA 85282
PHONE (480) 966-2873
FAX (480) 966-2874
CONTACT LAM MA

ELEC. ENGINEER:
WRIGHT ENGINEERING CORP.
165 EAST CHILTON
CHANDLER, ARIZONA 85225
PHONE 480-497-5829
FAX 480-497-5807
CONTACT SCOTT WRIGHT

LANDSCAPE:
CAMPBELL COLLABORATIVE
111 E. DUNLAP AVENUE, SUITE 1-278
PHOENIX, ARIZONA 85020
PHONE 602-266-1644
FAX 602-266-1607
CONTACT DON CAMPBELL

CIVIL ENGINEER:
HESS-ROUNDTREE, INC.
9831 S. 51st STREET, SUITE C110
PHOENIX, ARIZONA
PHONE 602-496-0244
FAX 602-496-0094
CONTACT DOUG OSBORN

SOILS ENGINEER:
VANN ENGINEERING, INC.
9012 N. 24th AVENUE #7
PHOENIX, ARIZONA 85021
PHONE (602) 943-6997
FAX (602) 943-7199
CONTACT JEFF VANN

SHEET INDEX :

LANDSCAPE

L1.0	COVER SHEET
L2.0	OVERALL LANDSCAPE PLAN & NOTES
L2.1	PLAZA & FOUNTAIN C - HARDSCAPE PLANS
L2.2	PLAZA & FOUNTAIN C - HARDSCAPE PLANS
L2.3	PLAZA & FOUNTAIN A - HARDSCAPE PLANS
L2.4	PLAZA & FOUNTAIN A - HARDSCAPE PLANS
L2.5	PLAZA E1 & PICNIC/ARTISTS DISPLAY HARDSCAPE PLANS
L2.6	PLAZA F & FOUNTAIN HARDSCAPE PLANS
L2.7	HARDSCAPE DETAILS
L3.0	OVERALL LANDSCAPE PLAN
L3.1	WEST END OF MEDIAN LANDSCAPE PLAN
L3.2	EAST END OF MEDIAN LANDSCAPE PLAN
L3.3	LANDSCAPE & IRRIGATION DETAILS
L4.0	OVERALL IRRIGATION PLAN
L4.1	WEST HALF OF MEDIAN IRRIGATION PLAN
L4.2	EAST HALF OF MEDIAN IRRIGATION PLAN

ELECTRICAL

SE.1	ELECTRICAL COVER SHEET
SE.2	ELECTRICAL SITE PLAN - WEST
SE.3	ELECTRICAL SITE PLAN - EAST
SE.4	ELECTRICAL DETAILS
SE.5	ELECTRICAL DETAILS
SE.6	ELECTRICAL DETAILS
SE.7	ELECTRICAL DETAILS
SE.8	BID ALTERNATE 101 - SITE PLAN - WEST
SE.9	BID ALTERNATE 101 - SITE PLAN - EAST
SE.10	BID ALTERNATE 101 - DETAILS

ARCHITECTURAL

T	COVER SHEET - PROJECT INFORMATION
SP1	ARCHITECTURAL SITE PLAN
SP2	ENLARGED SITE PLANS
SP3	ENLARGED SITE PLANS
DS1	SITE DETAILS / PLANS
DS2	SHADE CANOPY PLANS/DETAILS

CIVIL

C1	COVER SHEET
C2	DETAIL SHEET
C3	FLOW LINE SHEET
C4	PARTIAL TOPO SURVEY & DEMOLITION PLAN
C5	PARTIAL TOPO SURVEY & DEMOLITION PLAN
C6	PARTIAL TOPO SURVEY & DEMOLITION PLAN
C7	PARTIAL TOPO SURVEY & DEMOLITION PLAN
C8	GRADING & DRAINAGE PLAN
C9	GRADING & DRAINAGE PLAN
C10	GRADING & DRAINAGE PLAN
C11	GRADING & DRAINAGE PLAN
C12	HORIZONTAL CONTROL PLAN
C13	HORIZONTAL CONTROL PLAN
C14	HORIZONTAL CONTROL PLAN
SWM1	STORM WATER MANAGEMENT PLAN

DATE:	REVISIONS:
1.	-
2.	-
3.	-
4.	-
5.	-

Drawings and specifications are instruments of service and shall remain the property of Landmark Design LLC (Architect) whether the project for which they were prepared is executed or not. The designs and other information on the drawings are for the use of the specified project only. They are not to be used on other projects or extensions to the project except by agreement in writing and with appropriate compensation to the Architect. These plans are not to be reproduced, changed or copied in any form or manner, nor are they to be assigned to any third party without first obtaining the expressed written permission and consent of the Architect.
Copyright 2012 Landmark Design LLC

Avenue of the Fountains

Median Improvements
Town Project No. E8504

FOUNTAIN HILLS, ARIZONA

LANDMARK design
2318 South McClintock Drive, Suite 3 Tempe, Arizona 85282

Avenue of the Fountains
MEDIAN IMPROVEMENTS - PROJECT NO. E8504
FOUNTAIN HILLS, ARIZONA

JOB NO 12-602 DATE Dec. 16, 2013 SHEET T

Remainder of this document is on the Town's website at
http://www.fh.az.gov/available-bids.aspx
and is incorporated herein by reference.

EXHIBIT B
TO
INVITATION FOR BIDS NO. DS2014-106

[Substitution/Equal Request Form]

See following pages.

SUBSTITUTION/EQUAL REQUEST FORM

Avenue of the Fountains Median Improvements
DS2014-106

Bidder _____ hereby submits for Town's consideration the following product, instead of the specified item, for the above Project.

Section	Page	Paragraph/Line	Specified Item
_____	_____	_____	_____

Proposed Substitution: _____

_____

(NOTE: See Article II – Bid Process; Bid Award, Section 2.4(C), Approval of Substitutions, or Section 2.4(D), Use of Equals, as applicable, for additional criteria concerning prior approval for substitutions or use equals of material and equipment.)

Attach complete product description, drawings, photographs, performance and test data, and other information necessary for evaluation, indicating by highlighting all comparable data between specified item and proposed substitution or equal. Identify specific model numbers, finishes, options, etc.

A. Will changes be required to Project design (architecturally, structurally, mechanically or electrically) in order to properly install proposed substitution? Yes _____ No _____ If Yes, explain:

_____

_____

B. Will the undersigned pay for changes to the Project design, including engineering and drawing costs, caused by requested substitution? Yes _____ No _____

C. List differences between proposed substitution and specified item.

Specified Item	Proposed Substitution
_____	_____
_____	_____

D. Does substitution affect Drawing dimensions? Yes _____ No _____ If Yes, explain:

_____

_____

E. What effect does substitution have on other trades? _____

_____

F. Does manufacturer's warranty of proposed substitution differ from that specified?
Yes _____ No _____ If Yes, explain: _____

_____

G. Will substitution affect progress schedule? Yes _____ No _____ If Yes, explain:

_____

_____

H. Will substitution require more license fees or royalties than specified product?
Yes _____ No _____ If Yes, explain: _____

_____

I. Will maintenance and service parts be locally available for substitution?
Yes _____ No _____ If Yes, explain: _____

_____

J. Will substitution be compatible with all adjacent material and/or applications to or on the proposed substitution? Yes _____ No _____ If no, explain what material substitutions will be required to make your proposed substitution compatible: _____

_____

List materials that will be required to provide compatibility: _____

_____

The undersigned hereby assumes all responsibility for all provisions indicated herein and agrees that, if adequate comparable information is not provided as required by Section 2.4(C), Approval of Substitutions, or Section 2.4(D), Use of Equals, as applicable, and this Form, the proposed substitution or equal shall be subject to rejection.

The undersigned understands and agrees that the substitution requested, including all supporting data, must be submitted to and be in the possession of the Town ten (10) full calendar Days prior to the Bid Deadline, to be considered, including all supporting data for the substitution. Telegraphic (facsimile) or electronic (email) copies will not be considered.

Submitted by:

_____
Signature

_____
Print Name

_____
Title

_____
Company Name

_____
Address

_____
City, State, Zip Code

_____
Date Telephone No.

For Town's Use Only:

Accepted: _____

Accepted: _____

By: _____ Date: _____

Remarks: _____

_____

_____

2090680.1

EXHIBIT C
TO
INVITATION FOR BIDS NO. DS2014-106

[Price Sheet]

See following pages.

Item No.	Description of Material and/or Service	Qty	Unit	Unit Price	Total Price
1	Mobilization	1	LS	$ 14,217.47	$ 14,217.47
2	Stormwater Pollution Prevention Plan	1	LS	$ 8,530.48	$ 8,530.48
3	Survey & Staking	1	LS	$ 8,654.11	$ 8,654.11
4	SRP (trench, conduit, etc.)	1	LS	$ 6,181.51	$ 6,181.51
5	Public Notification Allowance	1	LS	$ 500.00	$ 500.00
6	Traffic Control	1	LS	$ 12,363.02	$ 12,363.02
7	Site Security	1	LS	$ 9,395.89	$ 9,395.89
8	36" Box Trees	49	EA	$ 463.61	$ 22,716.89
9	48" Box Trees	12	EA	$ 1,545.38	$ 18,544.56
10	Sod	62267	SF	$ 0.56	$ 34,869.52
11	5 Gallon Shrubs	319	EA	$ 13.60	$ 4,338.40
12	1 Gallon Shrubs	44	EA	$ 6.18	$ 271.92
13	Decomposed Granite	6438	EA	$ 0.47	$ 3,025.86
14	Irrigation System	1	LS	$ 74,508.20	$ 74,508.20
15	Existing Tree Maintenance	1	LS	$ 2,472.60	$ 2,472.60
16	Landscape Establishment	1	LS	$ 5,860.07	$ 5,860.07
17	10' Concrete Walkway	11235	SF	$ 4.51	$ 50,669.85
18	6' Concrete Walkway	410	SF	$ 4.51	$ 1,849.10
19	Concrete Header	459	LF	$ 5.56	$ 2,552.04
20	Accent Gabion Columns	14	EA	$ 2,803.93	$ 39,255.02
21	Accent Gabion Walls	11	EA	$ 1,552.80	$ 17,080.80
22	Pavers (Plaza, Picnic Area and Art Areas)	12018	SF	$ 4.55	$ 54,681.90
23	Plaza Paver Band	2644	LF	$ 9.03	$ 23,875.32
24	Decorative Metallic Panels	30	EA	$ 803.60	$ 24,108.00
25	Equipment Enclosure Walls	1	LS	$ 25,591.45	$ 25,591.45
26	Equipment Enclosure Gates	6	EA	$ 1,730.82	$ 10,384.92
27	Pavement Markings	1	LS	$ 3,090.75	$ 3,090.75
28	Remove & Replace Curb & Gutter	205	LF	$ 26.89	$ 5,512.45
29	Sidewalk Ramp	11	EA	$ 1,337.88	$ 14,716.68
30	Plaza Plan 'A' and Fountain	1	LS	$ 89,698.64	$ 89,698.64
31	Plaza Plan 'B' and Fountain	1	LS	$ 49,391.49	$ 49,391.49
32	Plaza Plan 'C' and Fountain	1	LS	$ 66,443.80	$ 66,443.80
33	Plaza Plan 'D' and Fountain	1	LS	$ 70,461.78	$ 70,461.78
34	Plaza Plan 'H' and Fountain	1	LS	$ 12,443.49	$ 12,443.49
35	Drinking Fountain	2	EA	$ 6,706.94	$ 13,413.88
36	Picnic Table	16	EA	$ 1,860.63	$ 29,770.08
37	Trash Receptacles	9	EA	$ 822.14	$ 7,399.26
38	Pet Station	2	EA	$ 760.33	$ 1,520.66
39	Bench	6	EA	$ 1,378.48	$ 8,270.88
40	Bike Rack	8	EA	$ 352.35	$ 2,818.80
41	Remove Existing Landscaping	1	LS	$ 18,890.69	$ 18,890.69
42	Tree Removal	31	EA	$ 766.51	$ 23,761.81
43	Remove Fountains	1	LS	$ 14,576.00	$ 14,576.00
44	Remove and Replace Asphalt Pavement	1	LS	$ 7,522.90	$ 7,522.90
45	Remove Existing Hardscape	1	LS	$ 11,008.03	$ 11,008.03
46	Rough Grading and Export	1	LS	$ 43,493.10	$ 43,493.10
47	Final Grading	1	LS	$ 11,868.50	$ 11,868.50
48	West Median Electrical	1	LS	$ 93,161.52	$ 93,161.52
49	East Median Electrical	1	LS	$ 116,651.25	$ 116,651.25
50	Underground Electrical for Event Outlets	1	LS	$ 11,475.35	$ 11,475.35
51	Event Outlets	32	EA	$ 358.53	$ 11,472.96
52	Power Distribution Box	20	EA	$ 1,022.42	$ 20,448.40
53	Power Cable for Power Distribution Box	20	EA	$ 409.22	$ 8,184.40
				Total Base Bid =	$ 1,243,966.45
54	Owner's Allowance	1	LS	$ 40,000.00	$ 40,000.00
55	Bid Alternate A: 10' Concrete Paver Walkway	11235	SF	0.03	$ 337.05
56	Bid Alternate B: Shade Structure	8	EA	6622.87	$ 52,982.96
57	Bid Alternate C: Lighting	1	LS	131047.99	$ 131,047.99
	Total (Base + Allowance + A + B + C) =				**$ 1,468,334.45**

LOW MOUNTAIN CONSTRUCTION, INC. 3-25-14

EXHIBIT D
TO
INVITATION FOR BIDS NO. DS2014-106

[Federal Requirements]

See following page.

Not applicable to this Project.

EXHIBIT E
TO
INVITATION FOR BIDS NO. DS2014-106

[Licenses; DBE/WBE Status]

See following page.

LICENSES; DBE/WBE STATUS

Avenue of the Fountains Median Improvements
DS2014-106

Attach a copy of your Contractor's License to your bid submittal.

Attach a copy of your Business License to your bid submittal.

* Business License must be either a Town of Fountain Hills Privilege Tax Business License or an Arizona Transaction Tax (sales) Privilege Tax License

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes_____, No___X_____.

If yes, please provide details and documentation of the certification.

STATE OF ARIZONA

LICENSE No. 096885

STATE OF ARIZONA
OFFICE OF THE REGISTRAR } ss.

Office of the Registrar of Contractors

To All Whom It May Concern:

This is to Certify That

LOW MOUNTAIN CONSTRUCTION INC (CORP.)

having been shown to possess all the necessary qualifications, and having complied with all the requirements of the law, is by order of the Registrar of Contractors on the 30TH day of MARCH in the year of our Lord One Thousand Nine Hundred and , duly licensed and admitted to engage in and pursue the business of

AS
GENERAL ENGINEERING

Contractor in the State of Arizona. Given under my hand and the seal of the Registrar of Contractors in my office, City of Phoenix, this 30TH day of MARCH , 1993 .

Registrar of Contractors 1931

Michael Galdwatu
DIRECTOR

STATE OF ARIZONA

LICENSE No. 094132

Office of the Registrar of Contractors

STATE OF ARIZONA
OFFICE OF THE REGISTRAR } ss.

To All Whom It May Concern:

This is to Certify That

LOW MOUNTAIN CONSTRUCTION INC (CORP.)

having been shown to possess all the necessary qualifications, and having complied with all the requirements of the law, is by order of the Registrar of Contractors on the 14TH day of JULY in the year of our Lord One Thousand Nine Hundred and 92, duly licensed and admitted to engage in and pursue the business of

B-01
GENERAL COMMERCIAL CONTRACTOR

Contractor in the State of Arizona. Given under my hand and the seal of the Registrar of Contractors in my office, City of Phoenix, this 14TH day of JULY, 19 92.

Registrar of Contractors 1931

DIRECTOR

ARIZONA DEPARTMENT OF REVENUE
LICENSE & REGISTRATION SECTION
1600 WEST MONROE
PHOENIX, ARIZONA 85007-2650

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

TRANSACTION PRIVILEGE TAX LICENSE

-NOT TRANSFERABLE-

THIS LICENSE IS ISSUED TO THE BUSINESS NAMED BELOW FOR THE ADDRESS SHOWN. LICENSES, BY LAW, MAY NOT BE TRANSFERRED FROM ONE PERSON TO ANOTHER NOR CAN THEY BE TRANSFERRED FROM ONE LOCATION TO ANOTHER. ARIZONA LAW REQUIRES LICENSEES TO NOTIFY THE DEPARTMENT OF REVENUE IF THERE IS A CHANGE IN BUSINESS NAME, TRADE NAME, LOCATION, MAILING ADDRESS OR OWNERSHIP. IN ADDITION, WHEN BUSINESS IS DISCONTINUED OR BUSINESS LOCATION CHANGES AND A NEW LICENSE IS ISSUED, THIS LICENSE MUST BE RETURNED TO THE ARIZONA DEPARTMENT OF REVENUE.

THE LICENSEE LISTED BELOW IS LICENSED TO CONDUCT BUSINESS UPON THE CONDITION THAT TAXES ARE PAID TO THE ARIZONA DEPARTMENT OF REVENUE AS ACCRUED UNDER PROVISIONS OF ARS TITLE 42, CHAPTER 5, ARTICLE 1.

ISSUED TO

07-435384-P

ALL communications and Reports MUST REFER to this LICENSE NO.

LOW MTN CONSTRUCTION, INC
C/O WAYNE R HATCH
4020 N 20TH ST STE 100
PHOENIX AZ 850166029

015 BUSINESS CODE

06-01-1992

EFFECTIVE DATE

(DBA) LOW MTN CONSTRUCTION, INC
4020 N 20TH ST #100
PHOENIX AZ 85016

10-24-2001

PRINT DATE

DOR 87026 (1/88)

EXHIBIT F
TO
INVITATION FOR BIDS NO. DS2014-106

[References]

See following page(s).

REFERENCES

Avenue of the Fountains Median Improvements
DS2014-106

Provide the following information for three clients for whom Bidder has successfully completed similar projects as set forth in Section 2.16 within the past 60 months. Failure to provide three accurate and suitable references will result in disqualification. Bidder may also attach another sheet with additional references.

1. Company: Salt River Pima-Maricopa Indian Community
   Address: 10005 E. Osborn Rd.
   City/State/Zip Code: Scottsdale, AZ 85256
   Contact: Pam Tracy
   Telephone Number: 480- 362-7747
   Date of Contract Initiation: November, 2011
   Date of Contract Expiration: August, 2012
   Final Project Cost: $2,744,000
   Project Description: Street & utility reconstruction including new curb, gutter, sidewalk

2. Company: Salt River Pima-Maricopa Indian Community
   Address: 10005 E. Osborn Rd.
   City/State/Zip Code: Scottsdale, AZ 85256
   Contact: Jennifer Jack
   Telephone Number: 480-362-7747
   Date of Contract Initiation: August, 2010
   Date of Contract Expiration: February, 2011
   Final Project Cost: $956,000
   Project Description: Construction of one mile of new roadways, utilities, curb, gutter and sidewalk

3. Company: City of El Mirage
   Address: 12145 NW Grand Ave.
   City/State/Zip Code: El Mirage, AZ
   Contact: Gorge Gastalum
   Telephone Number: 623-933-3258
   Date of Contract Initiation: October, 2008
   Date of Contract Expiration: August, 2009
   Final Project Cost: $4,333,000
   Project Description: 22 acre park, ballfields, playgrounds, skate park, splash pad, ramadas, shade structures

EXHIBIT G
TO
INVITATION FOR BIDS NO. DS2014-106

[Bid Bond]

See following page.

BID BOND

Avenue of the Fountains Median Improvements
DS2014-106

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, Low Mountain Construction, Inc. (hereinafter called Principal), as Principal, and Employers Mutual Casualty Company, a corporation organized and existing under the laws of the State of Iowa with its principal office in the City of Des Moines, (hereinafter called the Surety), as Surety, are held and firmly bound unto the Town of Fountain Hills, (hereinafter called the Obligee) in the penal sum of Ten Percent (10%) of Base Bid Amount, Ten Percent of Bod Amount (Dollars) ($10% of Bid Amount) lawful money of the United States of America, to be paid to the order of the Town of Fountain Hills, 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 and in conformance with A.R.S. Section 34-201.

WHEREAS, the Principal has submitted a bid/proposal for: Avenue of the Fountains Median Improvements.

NOW, THEREFORE, if the Obligee accepts the proposal of the Principal and the Principal enters into a Contract with the Obligee in accordance with the terms of the proposal and gives the Bonds and Certificates of Insurance as specified in the Standard Specifications with good and sufficient surety for the faithful performance of the Contract and for the prompt payment of labor and materials furnished in the prosecution of the Contract, or in the event of the failure of the Principal to enter into the Contract and give the Bonds and Certificates of Insurance, if the Principal pays to the Obligee the difference not to exceed the penalty of the Bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by the proposal then this obligation is void. Otherwise it remains in full force and effect provided, however, that this Bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this Bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

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 3rd day of March 2014

Low Mountain Construction, Inc.
Principal Seal

BY: _____

LOW MOUNTAIN CONSTRUCTION, INC. INCORPORATED 1992 ARIZONA

Employers Mutual Casualty Company
Surety Seal

BY: _____
David J. Wilstead, Attorney-In-Fact

Bonding Solutions, LLC
Agency of Record 2855 E. Brown Rd. Ste. 9
Mesa, AZ 85213

2090680.1

THE FACE AND REVERSE OF THIS DOCUMENT HAVE A COLORED FLAG ON WHITE PAPER

EMC INSURANCE

P.O. Box 712 • Des Moines, IA 50306-0712

No. A65585

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation
7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:
DAVID J. WILSTEAD, TAYLOR J. WILSTEAD, CYNTHIA KLEINER

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

ANY AND ALL BONDS

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire APRIL 1, 2017 unless sooner revoked.

AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 7th day of JANUARY, 2014.

Seals

ILLINOIS EMCASCO INSURANCE CORPORATE COMPANY SEAL IOWA

UNION INSURANCE COMPANY OF PROVIDENCE INCORPORATED 1863 IOWA

EMC PROPERTY & CASUALTY CO. INCORPORATED 1953 IOWA

EMCASCO INSURANCE COMPANY CORPORATE SEAL IOWA

DAKOTA FIRE INSURANCE COMPANY CORPORATE SEAL NORTH DAKOTA

EMPLOYERS MUTUAL CASUALTY CO. CORPORATE SEAL DES MOINES, IOWA

HAMILTON MUTUAL INSURANCE CO. MUTUAL INSURANCE DES MOINES, IOWA

Bruce G. Kelley, Chairman of Companies 2, 3, 4, 5 & 6; President of Company 1; Vice Chairman and CEO of Company 7

Michael Freel
Assistant Vice President

On this 7th day of JANUARY AD 2014 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freel, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Vice President/Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freel, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies.
My Commission Expires March 13, 2014.

NOTARIAL SEAL IOWA
LAUREL A. BLOSS
Commission Number 183662
My Comm. Exp. Mar13, 2014

Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on JANUARY 7, 2014 on behalf of:
DAVID J. WILSTEAD, TAYLOR J. WILSTEAD, CYNTHIA KLEINER

are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 3rd day of March, 2014.

Vice President

7832 (5-07) SEVENTH

"For verification of the authenticity of the Power of Attorney you may call (515) 345-2689."

EXHIBIT H
TO
INVITATION FOR BIDS NO. DS2014-106

[Key Personnel/Subcontractor Listing]

KEY PERSONNEL/SUBCONTRACTOR LISTING

Avenue of the Fountains Median Improvements
DS2014-106

Key Personnel and Subcontractors listed herein shall be utilized on this Project.

Category:	Personnel/ Subcontractor Name, Contact Information:
Demo/Earthwork	LMC
Concrete	CPC
Pavers	EUROPEAN
Landscape	FREEMAN
Fountains	HINES
Electrical	CLC
Shade Structures	SHADE N NET

EXHIBIT I
TO
INVITATION FOR BIDS NO. DS2014-106

[Performance Bond]

See following page.

PERFORMANCE BOND

Avenue of the Fountains Median Improvements
DS2014-106

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 _____ 20___.

_____
Principal Seal

BY: _____

_____
Surety Seal

BY: _____

_____
Agency of Record

2090680.1

EXHIBIT J
TO
INVITATION FOR BIDS NO. DS2014-106

[Payment Bond]

See following page.

PAYMENT BOND

Avenue of the Fountains Median Improvements
DS2014-106

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 _____, 20___.

_____
Principal Seal

BY: _____

_____
Surety Seal

BY:_____

_____
Agency of Record

2090680.1

EXHIBIT K
TO
INVITATION FOR BIDS NO. DS2014-106

[Acknowledgments of Addenda received]

See following page(s).

TOWN OF FOUNTAIN HILLS
DEVELOPMENT SERVICES DEPARTMENT

INVITATION FOR BIDS

AVENUE OF THE FOUNTAINS MEDIAN IMPROVEMENTS (DS2014-106)

Addendum No. 1

Date: February 24, 2014

From: Paul Mood, Development Services Director

Subject: Addendum No. 1 to Solicitation No. DS2014-106

Bid Deadline: March 5, 2014, 3:00 p.m. (local time, Phoenix, Arizona)

SCOPE

This Addendum forms a part of the Contract and clarifies, corrects, or modifies the original Invitation for Bids document prepared by the Town of Fountain Hills. Acknowledge receipt of this addendum in the space provided on the attached "Acknowledgment of Addenda Received" form. This acknowledgement must accompany the submitted bid. Failure to do so may subject the bidder to disqualification.

This Addendum No. 1 consists of modifications to the Contract Documents in response to bidder questions, Exhibit A (Specifications, Plans/Construction Drawings) and Exhibit C (Price Sheet) for the Invitation for Bids No. DS2014-106 released on January 20, 2014.

ADDENDUM

1. The Contract Documents are modified pursuant to the answers to bidder questions, attached hereto as Exhibit 1 and incorporated herein by reference.

2. Exhibit A (Specifications, Plans/Construction Drawings) is modified to add SRP Sheet 1 of 1, which is attached hereto as Exhibit 2 and incorporated herein by reference.

3. Exhibit C (Price Sheet) is deleted in its entirety and replaced with the Price Sheet attached hereto as Exhibit 3 and incorporated herein by reference, which contains a modification to item No. 4.

EXHIBIT 1
TO
ADDENDUM NO. 1
TO
INVITATION FOR BIDS NO. DS2014-106

[Answers to Bidder Questions]

Questions and Clarifications

1. It is our experience that Pebbletec coatings are not recommended to be in exposed dry or above water level conditions. We would recommend that a water line tile be added to the interior fountain wall perimeters as well as for the weir in Fountain Plan C. Please advise. **The Contractor shall use a 4 inch square median grade water line tile in lieu of the Pebbletec. The color is to be selected by the owner at the time of submittals. The water steps at Fountain C will remain as Pebbletec.**

2. Is the exposed concrete for the fountain basin walls natural gray concrete or integral color? If integral color, please specify a color? **The color is to be the natural gray.**

3. Please confirm that any work for the East End Fountain (item 18/L2.0) is not a part of this bid package. **This is not a part of the bid.**

4. Can you please clarify steel finish for shade structure frames? ie. are these to be painted, left with a mill finish (for others to paint) or sandblasted for rust finish etc. **Shade structure poles and frames shall be sandblasted for a rust finish.**

5. Sheet L2.1. Plan view Fountain Layout shows the fountain being at 13' radius to inside of wall (26' diameter). Section shows it being 16' diameter to inside of wall. Please clarify which is correct? **The dimension is to be a 26' inside the wall diameter and 28' outside wall dimension.**

6. Sheet L2.4. Plan view Fountain Layout shows the fountain width being 10' from outside to outside walls. Section shows it being 10' from inside to inside walls. Please clarify which is correct? **The dimension is to be a 10' outside dimension.**

7. We foresee some potential splash problems/concerns from the jet nozzles spray, specifically for Plaza A, B and C. Is this something we should concern ourselves with at this time or assume that this will be addressed in the field? **Any splash issues can be adjusted once the fountain has been installed.**

8. Will all fountains be able to be constructed at the same time or will they be phased? What is the construction schedule for each fountain? **The construction schedule of the fountains is up to the contractor.**

9. Are there any labor wage rate requirements for the project (prevailing wage or union)? **There are no labor wage requirements for this project.**

10. On page 8 of the attached specification under 2.10 Valve Boxes it states 'Christy'. Christy manufactures concrete boxes but the spec calls for black injection molded. I am certain that it should read 'Carson' instead of 'Christy'. Oldcastle owns both Christy and Carson. Christy is concrete, Carson is plastic injection molded. With Christy incorrectly listed it will most likely cause some confusion. **Delete the word "Christy" and replace with "Carson".**

11. Contractor shall furnish and install all labor and material for civil work which includes but is not limited to saw cutting, trench, conduit, bedding, slurry backfill, splice pit, steel plates, traffic control, asphalt restoration, etc. from transformer P-0828 to new 400A Service Entrance Section as shown on

SRP plans for job number T1956441. The contractor shall coordinate with SRP and Town for preconstruction conference and inspections. Contractor shall coordinate with SRP to have SRP pull wire from the transformer to the Service Entrance Section, energize and set the meter. Cost of work shall be included under Item #4 on the Price Sheet.

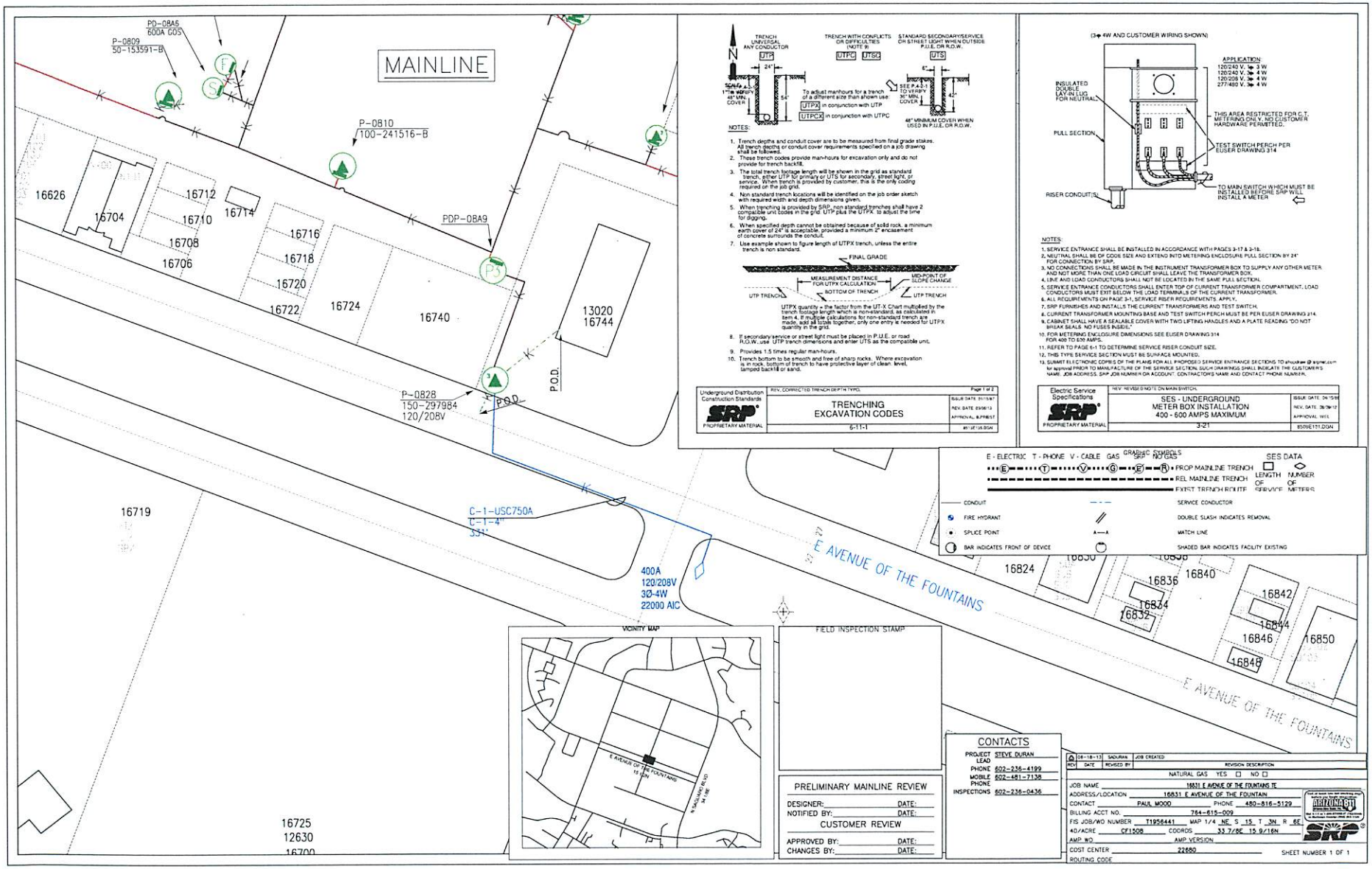
12. Shade N Net is an approved equal for Tensile Shade Products "Sunbird 1" tension shade structure.

REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO.
14158
DONALD ROGER
CAMPBELL
Date Signed
ARIZONA, U.S.A.

REGISTERED
CERTIFICATE NO.
26548
WADE K.
FELKINS
Date Signed
ARIZONA, U.S.A.

EXHIBIT 2
TO
ADDENDUM NO. 1
TO
INVITATION FOR BIDS NO. DS2014-106

[Specifications, Plans/Construction Drawings]


MAINLINE
PD-08A5
600A GOS
P-0809
50-153591-B
P-0810
100-241516-B
PDP-08A9
P-0828
150-297984
120/208V
P.O.D.
C-1-USC750A
C-1-4"
33'
400A
120/208V
3Ø-4W
22000 AIC
16626
16704
16712
16710
16714
16708
16706
16716
16718
16720
16722
16724
16740
13020
16744
16719
16725
12630
16700
16824
16836
16840
16834
16832
16842
16844
16846
16848
16850
E AVENUE OF THE FOUNTAINS
E AVENUE OF THE FOUNTAINS
VICINITY MAP
E AVENUE OF THE FOUNTAINS
15 16N
N SADDLEBAG BLVD
34 16E
FIELD INSPECTION STAMP
PRELIMINARY MAINLINE REVIEW
DESIGNER: DATE:
NOTIFIED BY: DATE:
CUSTOMER REVIEW
APPROVED BY: DATE:
CHANGES BY: DATE:
CONTACTS
PROJECT LEAD STEVE DURAN
PHONE 602-236-4199
MOBILE PHONE 602-481-7138
INSPECTIONS 602-236-0436
REV DATE REVISED BY REVISION DESCRIPTION
08-18-13 SADURAN JOB CREATED
NATURAL GAS YES ☐ NO ☐
JOB NAME 16831 E AVENUE OF THE FOUNTAINS TE
ADDRESS/LOCATION 16831 E AVENUE OF THE FOUNTAIN
CONTACT PAUL MOOD PHONE 480-816-5129
BILLING ACCT NO. 764-615-009
FIS JOB/WO NUMBER T1956441 MAP 1/4 NE S 15 T 3N R 6E
40/ACRE CF1508 COORDS 33 7/8E 15 9/16N
AMP. WO AMP VERSION
COST CENTER 22650
ROUTING CODE
SHEET NUMBER 1 OF 1

TRENCH UNIVERSAL ANY CONDUCTOR
UTP
24"
36"
54"
TRENCH WITH CONFLICTS OR DIFFICULTIES (NOTE 9)
UTPC
UTSC
STANDARD SECONDARY/SERVICE OR STREET LIGHT WHEN OUTSIDE P.U.E. OR R.O.W.
UTS
6"
36"
42"
To adjust manhours for a trench of a different size than shown use:
UTPX in conjunction with UTP
UTPCX in conjunction with UTPC
SEE P-4-2-1 TO VERIFY 36" MIN. COVER
48" MINIMUM COVER WHEN USED IN P.U.E. OR R.O.W.
NOTES:
1. Trench depths and conduit cover are to be measured from final grade stakes. All trench depths or conduit cover requirements specified on a job drawing shall be followed.
2. These trench codes provide man-hours for excavation only and do not provide for trench backfill.
3. The total trench footage length will be shown in the grid as standard trench, either UTP for primary or UTS for secondary, street light, or service. When trench is provided by customer, this is the only coding required on the job grid.
4. Non standard trench locations will be identified on the job order sketch with required width and depth dimensions given.
5. When trenching is provided by SRP, non standard trenches shall have 2 compatible unit codes in the grid: UTP plus the UTPX, to adjust the time for digging.
6. When specified depth cannot be obtained because of solid rock, a minimum earth cover of 24" is acceptable, provided a minimum 2" encasement of concrete surrounds the conduit.
7. Use example shown to figure length of UTPX trench, unless the entire trench is non standard.
FINAL GRADE
MEASUREMENT DISTANCE FOR UTPX CALCULATION
MID-POINT OF SLOPE CHANGE
BOTTOM OF TRENCH
UTP TRENCH
UTP TRENCH
UTPX quantity = the factor from the UT-X Chart multiplied by the trench footage length which is non-standard, as calculated in item 4. If multiple calculations for non-standard trench are made, add all totals together, only one entry is needed for UTPX quantity in the grid.
8. If secondary/service or street light must be placed in P.U.E. or road R.O.W., use UTP trench dimensions and enter UTS as the compatible unit.
9. Provides 1.5 times regular manhours.
10. Trench bottom to be smooth and free of sharp rocks. Where excavation is in rock, bottom of trench to have protective layer of clean, level, tamped backfill or sand.
Underground Distribution Construction Standards
SRP
PROPRIETARY MATERIAL
REV. CORRECTED TRENCH DEPTH TYPO.
Page 1 of 2
TRENCHING
EXCAVATION CODES
6-11-1
ISSUE DATE 01/15/87
REV. DATE 03/08/13
APPROVAL B.PRIEST
BR1JE13.DGN

(3-Φ 4W AND CUSTOMER WIRING SHOWN)
APPLICATION:
120/240 V. Φ 3 W
120/240 V. Φ 4 W
120/208 V. Φ 4 W
277/480 V. Φ 4 W
INSULATED DOUBLE LAY-IN LUG FOR NEUTRAL
PULL SECTION
RISER CONDUIT(S)
THIS AREA RESTRICTED FOR C.T. METERING ONLY. NO CUSTOMER HARDWARE PERMITTED.
TEST SWITCH PERCH PER EUSER DRAWING 314
TO MAIN SWITCH WHICH MUST BE INSTALLED BEFORE SRP WILL INSTALL A METER
NOTES:
1. SERVICE ENTRANCE SHALL BE INSTALLED IN ACCORDANCE WITH PAGES 3-17 & 3-18.
2. NEUTRAL SHALL BE OF CODE SIZE AND EXTEND INTO METERING ENCLOSURE PULL SECTION BY 24" FOR CONNECTION BY SRP.
3. NO CONNECTIONS SHALL BE MADE IN THE INSTRUMENT TRANSFORMER BOX TO SUPPLY ANY OTHER METER AND NOT MORE THAN ONE LOAD CIRCUIT SHALL LEAVE THE TRANSFORMER BOX.
4. LINE AND LOAD CONDUCTORS SHALL NOT BE LOCATED IN THE SAME PULL SECTION.
5. SERVICE ENTRANCE CONDUCTORS SHALL ENTER TOP OF CURRENT TRANSFORMER COMPARTMENT. LOAD CONDUCTORS MUST EXIT BELOW THE LOAD TERMINALS OF THE CURRENT TRANSFORMER.
6. ALL REQUIREMENTS ON PAGE 3-1, SERVICE RISER REQUIREMENTS, APPLY.
7. SRP FURNISHES AND INSTALLS THE CURRENT TRANSFORMERS AND TEST SWITCH.
8. CURRENT TRANSFORMER MOUNTING BASE AND TEST SWITCH PERCH MUST BE PER EUSER DRAWING 314.
9. CABINET SHALL HAVE A SEALABLE COVER WITH TWO LIFTING HANDLES AND A PLATE READING "DO NOT BREAK SEALS. NO FUSES INSIDE.
10. FOR METERING ENCLOSURE DIMENSIONS SEE EUSER DRAWING 314 FOR 400 TO 600 AMPS.
11. REFER TO PAGE 6-1 TO DETERMINE SERVICE RISER CONDUIT SIZE.
12. THIS TYPE SERVICE SECTION MUST BE SURFACE MOUNTED.
13. SUBMIT ELECTRONIC COPIES OF THE PLANS FOR ALL PROPOSED SERVICE ENTRANCE SECTIONS TO ahoudeen@srpnet.com for approval PRIOR TO MANUFACTURE OF THE SERVICE SECTION. SUCH DRAWINGS SHALL INDICATE THE CUSTOMER'S NAME, JOB ADDRESS, SRP JOB NUMBER OR ACCOUNT, CONTACTOR'S NAME AND CONTACT PHONE NUMBER.
Electric Service Specifications
SRP
PROPRIETARY MATERIAL
REV. REVISED NOTE ON MAIN SWITCH.
SES - UNDERGROUND
METER BOX INSTALLATION
400 - 600 AMPS MAXIMUM
3-21
ISSUE DATE 04/15/96
REV. DATE 06/06/12
APPROVAL WEL
B50SE131.DGN

E - ELECTRIC T - PHONE V - CABLE GAS
GRAPHIC SYMBOLS
SRP NO GAS
PROP MAINLINE TRENCH
REL MAINLINE TRENCH
EXIST TRENCH ROUTE
SES DATA
LENGTH OF SERVICE
NUMBER OF METERS
CONDUIT
SERVICE CONDUCTOR
FIRE HYDRANT
DOUBLE SLASH INDICATES REMOVAL
SPLICE POINT
MATCH LINE
BAR INDICATES FRONT OF DEVICE
SHADED BAR INDICATES FACILITY EXISTING

EXHIBIT 3
TO
ADDENDUM NO. 1
TO
INVITATION FOR BIDS NO. DS2014-106

[Price Sheet]

PRICE SHEET

Avenue of the Fountains Median Improvements
DS2014-106

NOTE: All pricing blanks must be filled in. Empty or unfilled spaces in the Bid Price Sheet shall result in a determination that a Bid is non-responsive.

Item No.	Description of Material and/or Service	Qty	Unit	Unit Price	Total Price
1	Mobilization	1	LS	$	$
2	Stormwater Pollution Prevention Plan	1	LS	$	$
3	Survey & Staking	1	LS	$	$
4	SRP (trench, conduit, etc.)	1	LS	$	$
5	Public Notification Allowance	1	LS	$ 500.00	$ 500.00
6	Traffic Control	1	LS	$	$
7	Site Security	1	LS	$	$
8	36" Box Trees	49	EA	$	$
9	48" Box Trees	12	EA	$	$
10	Sod	62,267	SF	$	$
11	5 Gallon Shrubs	319	EA	$	$
12	1 Gallon Shrubs	44	EA	$	$
13	Decomposed Granite	6,438	EA	$	$
14	Irrigation System	1	LS	$	$
15	Existing Tree Maintenance	1	LS	$	$
16	Landscape Establishment	1	LS	$	$
17	10' Concrete Walkway	11,235	SF	$	$
18	6' Concrete Walkway	410	SF	$	$
19	Concrete Header	459	LF	$	$
20	Accent Gabion Columns	14	EA	$	$
21	Accent Gabion Walls	11	EA	$	$
22	Pavers (Plaza, Picnic Area and Art Areas)	12,018	SF	$	$
23	Plaza Paver Band	2,644	LF	$	$
24	Decorative Metallic Panels	30	EA	$	$
25	Equipment Enclosure Walls	1	LS	$	$
26	Equipment Enclosure Gates	6	EA	$	$
27	Pavement Markings	1	LS	$	$
28	Remove & Replace Curb & Gutter	205	LF	$	$
29	Sidewalk Ramp	11	EA	$	$
30	Plaza Plan 'A' and Fountain	1	LS	$	$
31	Plaza Plan 'B' and Fountain	1	LS	$	$
32	Plaza Plan 'C' and Fountain	1	LS	$	$
33	Plaza Plan 'D' and Fountain	1	LS	$	$
34	Plaza Plan 'H' and Fountain	1	LS	$	$

Item No.	Description of Material and/or Service	Qty	Unit	Unit Price	Total Price
35	Drinking Fountain	2	EA	$	$
36	Picnic Table	16	EA	$	$
37	Trash Receptacles	9	EA	$	$
38	Pet Station	2	EA	$	$
39	Bench	6	EA	$	$
40	Bike Rack	8	EA	$	$
41	Remove Existing Landscaping	1	LS	$	$
42	Tree Removal	31	EA	$	$
43	Remove Fountains	1	LS	$	$
44	Remove and Replace Asphalt Pavement	1	LS	$	$
45	Remove Existing Hardscape	1	LS	$	$
46	Rough Grading and Export	1	LS	$	$
47	Final Grading	1	LS	$	$
48	West Median Electrical	1	LS	$	$
49	East Median Electrical	1	LS	$	$
50	Underground Electrical for Event Outlets	1	LS	$	$
51	Event Outlets	32	EA	$	$
52	Power Distribution Box	20	EA	$	$
53	Power Cable for Power Distribution Box	20	EA	$	$
				Total Base Bid =	$

54	Owner's Allowance	1	LS	$ 40,000.00	$ 40 ,000.00
55	Bid Alternate A: 10' Concrete Paver Walkway	11,235	SF		$
56	Bid Alternate B: Shade Structure	8	EA		$
57	Bid Alternate C: Lighting	1	LS		$

*All bids are presumed to include all applicable taxes.

TOWN OF FOUNTAIN HILLS
ACKNOWLEDGMENT OF ADDENDA RECEIVED
INVITATION FOR BIDS

AVENUE OF THE FOUNTAINS MEDIAN IMPROVEMENTS
DS2014-106

Addendum No. 1

Low Mountain Construction, Inc., affirms that ADDENDUM No. 1 has been
(Name of Vendor/Designee)
received and that the information contained in ADDENDUM No. 1 has been incorporated in formulating the Vendor's Offer.

Signed, March 5 2014
Date

Arthur D. Case
Print Name

President
Title

Low Mountain Construction, Inc.
Company Name

4105 N. 20th St., Suite 205
Address

Phoenix, AZ 85016
City, State, Zip Code

END OF ADDENDUM No. 1