Contract No. C2014-147

CONSTRUCTION SERVICES AGREEMENT BETWEEN THE TOWN OF FOUNTAIN HILLS AND SUNBELT BUILDERS & STRUCTURES, INC.

THIS CONSTRUCTION SERVICES AGREEMENT (this "Agreement") is made as of May 12, 2014 between the Town of Fountain Hills, an Arizona municipal corporation (the "Town"), and Sunbelt Builders & Structures, Inc., an Arizona corporation (the "Contractor").

RECITALS

A. Pursuant to Section 3-3-24 of the Town Code, the Town solicited quotations from vendors (the "Quotation Request") for contracting services.

B. The Contractor responded to the Quotation Request by submitting a proposal (the "Proposal"), a copy of which is attached hereto as Exhibit A and incorporated herein by reference, and the Town desires to enter into an Agreement with the Contractor for the construction of sidewalks at various locations (the "Services").

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect for 45 days from the Notice to Proceed, but in no event later than June 26, 2014.

2. Scope of Work. Contractor shall provide the Services as set forth in the Plans/Construction Drawings attached hereto as Exhibit B and incorporated herein by reference.

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

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

5. Compensation. The Town shall pay Contractor an amount not to exceed $29,245.00 for the Services set forth in the Contractor's Proposal, attached hereto as Exhibit A.

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

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

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

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

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

11. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field.

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

13. Insurance.

13.1 General.

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

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

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

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the Town, unless specified otherwise in this Agreement.

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

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

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

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

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

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the Town with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The Town shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Contractor's responsibility to forward renewal certificates and declaration page(s) to the Town 30 days prior to the expiration date. All certificates of insurance and declarations required by this

Agreement shall be identified by referencing Agreement Number C2014-147. A $25.00 administrative fee shall be assessed for all certificates or declarations received without a reference to Agreement Number C2014-147. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing Agreement Number C2014-147 will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

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

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

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

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

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

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

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

13.2 Required Insurance Coverage.

A. Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than $1,000,000 for each occurrence, $2,000,000 Products and Completed Operations Annual Aggregate and a $2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured

under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

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

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

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

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

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

15. Termination; Cancellation.

15.1 For Town's Convenience. This Agreement is for the convenience of the Town and, as such, may be terminated without cause after receipt by Contractor of written notice

by the Town. Upon termination for convenience, Contractor shall be paid for all undisputed services performed to the termination date.

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

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

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

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

15.6 Agreement Subject to Appropriation. Town is obligated only to pay its obligations set forth in the Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during Town's then current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative decision of the Town concerning budgeted purposes and appropriation of funds. Should Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and Town shall be relieved of any subsequent

obligation under this Agreement. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of Town's obligations set forth in the Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. Town shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of Town. Contractor hereby waives any and all rights to bring any claim against the Town from or relating in any way to Town's termination of this Agreement pursuant to this section.

16. Miscellaneous.

16.1 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 Contractor meets the requirements of its agreed Scope of Work as set forth in Section 2 above and in Exhibit B. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. Town and Contractor do not intend to nor will they combine business operations under this Agreement.

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

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

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

16.5 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not

affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

16.6 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

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

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

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

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

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

16.12 Offset.

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

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

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

If to the Town:	Town of Fountain Hills 16705 East Avenue of the Fountains Fountain Hills, Arizona 85268 Attn: 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:	Sunbelt Builders & Structures, Inc. 6823 South 63rd Avenue Laveen, Arizona 85339 Attn: Charles Mokry

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

16.14 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the Town for the purpose of ensuring that information contained in its records or obtained from the Town or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or

employees, except as required to perform Contractor's duties under this Agreement. Persons requesting such information should be referred to the Town. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Agreement.

16.15 Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under subsection 16.16 below, Contractor's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of the Contractor and its subcontractors' employees who perform any work or Services pursuant to this Agreement (all the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 16.16 below. To the extent necessary for the Town to audit Records as set forth in this subsection, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

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

16.17 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among this Agreement, the Scope of Work and the Price Quotation, the documents shall govern in the order listed herein.

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

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

"**Town**"

TOWN OF FOUNTAIN HILLS,
an Arizona municipal corporation

Kenneth W. Buchanan, Town Manager

ATTEST:

Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On May 12, 2014, before me personally appeared Kenneth W. Buchanan, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the Town of Fountain Hills.

JANICE E. BAXTER
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires
December 6, 2016

(Affix notary seal here)

Notary Public

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

"Contractor"

SUNBELT BUILDERS & STRUCTURES, INC.,
an Arizona corporation

By: Sunbelt Builders + Structures Inc.

Name: Charles R. Mokry

Title: Owner / President

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On May 12th, 2014, before me personally appeared Charles R Mokry, the owner/president of SUNBELT BUILDERS & STRUCTURES, INC., an Arizona corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above document on behalf of the corporation.

Notary Public

(Affix notary seal here)

Wendy Romero
Notary Public
Maricopa County, Arizona
My Comm. Expires 12-12-16

2161810.1

EXHIBIT A
TO
CONSTRUCTION SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
SUNBELT BUILDERS & STRUCTURES, INC.

[Proposal]

See following page.

Sunbelt Builders & Structures, Inc
Commercial # ROC248017 Residential # ROC248016
6823 S. 63rd Ave. Laveen, AZ 85339
Office: 602-237-2599
Fax: 602-237-2598
Cell. 602-722-5873

Proposal

Submitted to: Town of Fountain Hills
Attn: Justin Weldy

Plan Date: April 1, 2014
Date: April 24, 2014
Project Name: Town Hall Sidewalk/Ramp Upgrade
Project Location: Various locations near Town Hall
Fountain Hills, AZ

We hereby propose to furnish the materials and perform the labor necessary for the completion of:
Layout from plan.
Construct per plan as indicated for areas to include:
Palisades Blvd. at Verde River Dr.
Parkview Ave & Saguaro Blvd.
Verde River Dr. & Parkview Ave.
La Montana & Parkview.
Strip & clean all.
Subtotal: $27,645.70
Tax: $1,599.30
Grand Total: $29,245.00

EXCLUSIONS: Permits-Lane closure-Spoils removal-Utility repair.
Seven working days needed to mobilize. Complete access for construction equipment and supply vehicles is a requirement.

All material is guaranteed to be as specified and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of **Twenty nine thousand two hundred forty five and 00/100 dollars ($29,245.00)** with payments to be made as follows: Progress and, or completion draw due within 30 days of invoicing. Retention amount/s due within 30 days of completion of concrete work. A fee of 1 ½% will be charged for every 30 days the payment is past due. This signed document supersedes any written or verbal agreement prior to this date. Material price increase subject to change at any time; this can and will be added as needed.
*** Due to various fluctuations in material costs, price is subject to change at anytime.**

Any alteration or deviation from the above specifications involving extra costs will be performed only upon written orders, with extra charges over and above this estimate. Access is necessary for all construction vehicles. This agreement is contingent upon strikes, accidents or delays beyond our control. Owner will carry fire, storm and other necessary insurance. Workman's Compensation and Public Liability on above work to be taken out by Sunbelt Builders.

Respectfully submitted by Sunbelt Builders

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Per: _____

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date: _____ Signature: _____

EXHIBIT B
TO
CONSTRUCTION SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
SUNBELT BUILDERS & STRUCTURES, INC.

[Plans/Construction Drawings]

See following pages.

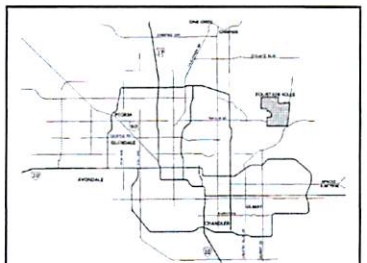
TOWN OF FOUNTAIN HILLS, ARIZONA

SIDEWALK CONSTRUCTION PROJECT
VARIOUS LOCATIONS

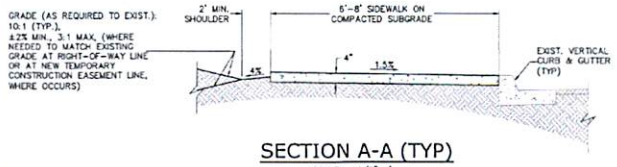
GENERAL NOTES

1. ALL WORK UNDER THE ENCROACHMENT PERMIT SHALL BE DONE IN ACCORDANCE WITH THE LATEST REVISION OF THE MARICOPA ASSOCIATION OF GOVERNMENTS UNIFORM STANDARD SPECIFICATIONS AND DETAILS (MAG SPECIFICATIONS AND DETAILS), TOWN OF FOUNTAIN HILLS SUPPLEMENT TO THE MAG SPECIFICATIONS AND DETAILS, ARIZONA DEPARTMENT OF TRANSPORTATION CONSTRUCTION STANDARDS AND STANDARD SPECIFICATIONS, AND MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
2. A NO-FEE RIGHT-OF-WAY ENCROACHMENT PERMIT ISSUED BY THE TOWN ENGINEERING DEPARTMENT SHALL BE REQUIRED FOR ALL WORK IN THE TOWN OF FOUNTAIN HILLS RIGHTS-OF-WAY.
3. THE TOWN ENGINEERING DEPARTMENT (480)816-5146/5133 SHALL BE NOTIFIED 48 HOURS PRIOR TO STARTING THE DIFFERENT PHASES OF CONSTRUCTION FOR SCHEDULING INSPECTIONS.
4. ACCEPTANCE OF THE COMPLETED RIGHT-OF-WAY IMPROVEMENTS WILL NOT BE GIVEN UNTIL 3-MIL MYLAR REPRODUCIBLE "AS-BUILTS" HAVE BEEN SUBMITTED TO AND APPROVED BY THE TOWN ENGINEERING DEPARTMENT.
5. GUTTERS SHALL BE WATER TESTED IN THE PRESENCE OF THE TOWN ENGINEERING DEPARTMENT TO INSURE PROPER DRAINAGE PRIOR TO FINAL APPROVAL BY THE TOWN ENGINEERING DEPARTMENT.
6. EXACT POINT OF MATCHING, TERMINATION AND OVERLAY, IF NECESSARY, MAY BE DETERMINED IN THE FIELD BY THE TOWN ENGINEERING DEPARTMENT.
7. NO JOB WILL BE CONSIDERED COMPLETE UNTIL ALL CURBS, PAVEMENT AND SIDEWALKS HAVE BEEN SWEPT CLEAN OF ALL DIRT AND DEBRIS AND ALL SURVEY MONUMENTS ARE INSTALLED ACCORDING TO THE PLANS.
8. THE CONTRACTOR SHALL UNCOVER ALL EXISTING LINES BEING TIED INTO, TO VERIFY THEIR LOCATION. THE CONTRACTOR SHALL LOCATE OR HAVE LOCATED ALL EXISTING UNDERGROUND PIPELINES, TELEPHONE AND ELECTRIC CONDUITS, AND STRUCTURES IN ADVANCE OF CONSTRUCTION AND WILL OBSERVE ALL POSSIBLE PRECAUTIONS TO AVOID DAMAGE TO SAME. CALL BLUE STAKE AT 1-800-STAKE-IT.
9. FACILITIES WHICH ARE NOT SPECIFICALLY LOCATED WITH ACTUAL VERTICAL AND HORIZONTAL CONTROLS, ARE LOCATED ONLY APPROXIMATELY AND TO THE BEST AVAILABLE KNOWLEDGE.
10. EXISTING SURFACING SHALL BE REMOVED AS NECESSARY. SIDEWALKS WHICH FALL WITHIN OR ABUT THE R/W SHALL BE CONNECTED TO THE NEW WORK AS FOLLOWS:

    * GRADED AREAS BEHIND THE CURB SHALL BE FREE OF ROCKS EXCEEDING 3" DIAMETER FOR THE TOP 3".
11. PATCH ASPHALT AS NEEDED AT REMOVAL & CURB REPLACEMENT AREAS.
12. THE DIMENSIONS AND ENGINEERING SCALE ON THE DRAWINGS ARE SUBSTANTIALLY CORRECT, HOWEVER THE CONTRACTOR SHALL NOT SCALE THE DRAWINGS TO CONSTRUCT THE IMPROVEMENTS.
13. THE CONTRACTOR SHALL COMPLY WITH THE PROVISIONS FOR TRAFFIC CONTROL AND BARRICADING AS PER THE CITY OF PHOENIX TRAFFIC BARRICADE MANUAL, LATEST PRINTING.
14. THE CONTRACTOR SHALL LOCATE EXISTING IRRIGATION, ELECTRICAL, SPRINKLERS, FEEDER LINES AND CONDUIT/SLEEVES PRIOR TO CONSTRUCTION. ALL IRRIGATION SYSTEMS SHALL BE IN GOOD OPERATING CONDITION PRIOR TO ACCEPTANCE BY THE TOWN ENGINEER. ANY GRASS OR OTHER LANDSCAPE FLORA REQUIRING WATERING DURING THE CONSTRUCTION PHASE IS THE RESPONSIBILITY OF THE CONTRACTOR. ANY GRASS OR FLORA WHICH DIES OR IS IRREPARABLY DAMAGED WILL BE REPLACED AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE TOWN ENGINEER PRIOR TO FINAL ACCEPTANCE OF ALL WORK.
15. TRUNCATED DOMES SHALL BE SLAB TYPE, SET IN MORTAR, TERRA-COTTA COLOR. TEK-WAY DOME-TILES OR APPROVED EQUAL.



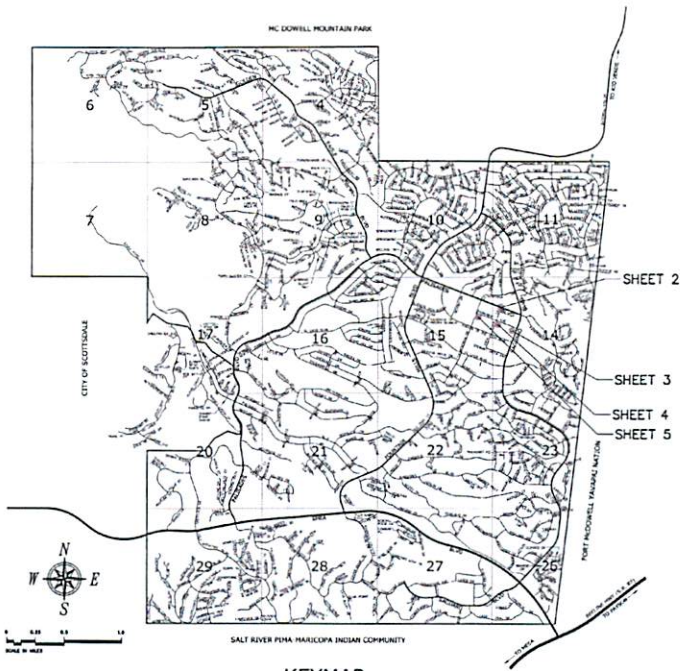
VICINITY MAP
N.T.S.



SECTION A-A (TYP)
SCALE: 1/2"=1'

NOTE:
EXISTING UTILITIES NOT SHOWN ON PLANS FOR CLARITY. CONTRACTOR SHALL BLUE STAKE.

Two Working Days Before You Dig Call Blue Stake, Inc.
263-1100
Blue Stake, Inc.
Serving Utility Companies



KEYMAP
N.T.S.

MAYOR
LINDA KAVANAGH

TOWN COUNCIL
DENNIS BROWN
GINNY DICKEY
TAIT ELKIE
CASSIE HANSEN
HENRY LEGER
CECIL YATES

TOWN MANAGER
KEN BUCHANAN

DEVELOPMENT SERVICES DIRECTOR
PAUL MOOD

TOWN ENGINEER
RANDY HARREL

UTILITY COMPANY	CONTACT PERSON	
SALT RIVER PROJECT (POWER)	MONICA DAME	(602) 236-8340
CENTURY LINK	BRUCE BARTLETT	(480) 768-4587
CHAPARRAL CITY WATER CO.	DON LONG	(602) 768-0898
FOUNTAIN HILLS SANITARY DIST.	BILL CUNNINGHAM	(480) 837-9444
FOUNTAIN HILLS FIRE DEPT.	DAVE OTT	(480) 816-5114
COX CABLE	ART BAYLON	(623) 328-3625
SOUTHWEST GAS	MARCUS WATANABE	(480) 730-3855

INDEX

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COVER SHEET	1
PALISADES BLVD AT VERDE RIVER DR	2
PARKVIEW AVE AT SAGUARO BLVD	3
VERDE RIVER DR AT PARKVIEW	4
LA MONTANA DR AT PARKVIEW	5

SAFETY NOTICE TO CONTRACTOR

IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING THE PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE DUTY OF THE ENGINEER TO CONDUCT CONSTRUCTION REVIEW OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE A REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES, IN OR NEAR THE CONSTRUCTION SITE.

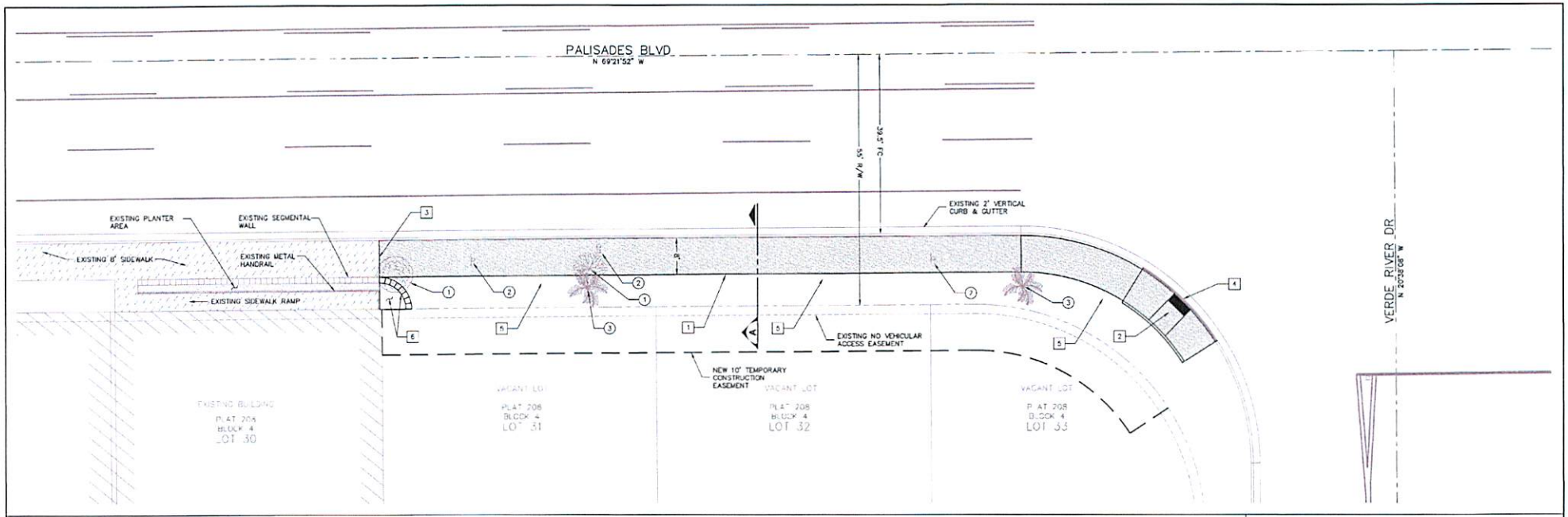
ENGINEERS NOTICE TO CONTRACTOR

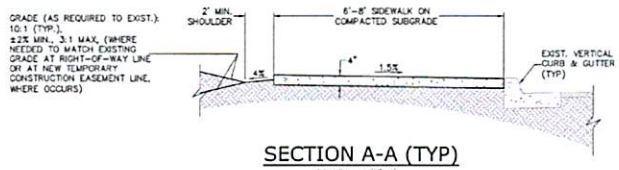
THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN, AND ALL OTHER LINES NOT OF RECORD OR NOT SHOWN ON THESE DRAWINGS BY VERIFICATION OF THEIR LOCATION IN THE FIELD PRIOR TO THE INSTIGATION OF THE ACTUAL PORTION OF THEIR WORK ATTRIBUTED TO THEIR LOCATION. THE QUANTITIES SHOWN ON THESE PLANS ARE FOR INFORMATION PURPOSES ONLY AND NOT TO BE USED FOR BIDDING OR CONSTRUCTION PURPOSES.

Registered Professional Engineer (Civil) RANDY L. HARREL Expires 3/31/14

APPROVAL

BY: Randy L. Harrel 4-7-14
RANDY HARREL, TOWN ENGINEER — DATE
TOWN OF FOUNTAIN HILLS, ARIZONA





SECTION A-A (TYP)

SCALE: 1/2"=1'

CONSTRUCTION NOTES

1. CONSTRUCT 8' SIDEWALK PER MAG STD. DET. 230
2. CONSTRUCT SIDEWALK RAMP PER MAG STD. DET. 235-3, TYPE 'C'
3. MATCH EXISTING SLAB ELEVATION (1/2" BITUMINOUS JOINT FILLER.)
4. HORIZONTAL SAWCUT CURB
5. REGRADE EXISTING LANDSCAPE TO ALLOW A 2' SHOULDER BEHIND SIDEWALK PER SECTION A-A
6. SEGMENTAL BLOCK RETAINING WALL, HEIGHT, SIZE, AND COLOR TO MATCH EXISTING ADJACENT WALL. BACKFILL TO TOP OF WALL.

REMOVALS

1. REMOVE ALL BUSHES AND VEGETATION TO BACK OF SIDEWALK
2. RELOCATE EXISTING SIGN BEHIND SIDEWALK
3. REMOVE PALM TREE

QUANTITIES:

1.	SIDEWALK – MAG STD. DET. 230	1,330	S.F.
2.	SIDEWALK RAMP – MAG. STD. DET. 235-3, TYPE 'C'	177	S.F.
3.	HORIZONTAL SAWCUT CURB	24	L.F.
4.	GRADING	–	L.S.
5.	SEGMENTAL BLOCK RETAINING WALL & BACKFILL	–	L.S.
6.	MISC. WORK (INCL. REMOVALS, SALVAGE, & REINSTALL D.G.)	–	L.S.

LEGEND

NEW SIDEWALK

NEW SIDEWALK SECTION

TOFH BM 135

TOFH BRASS CAP FLUSH
INTERSECTION OF EL LAGO & LA MONTANA
ELEV. = 1645.18
N 27675.492
E 29145.854

N E S W

SCALE: 1" = 10'

Two Working Days Before You Dig CALL FOR THE BLUE STAKES 263-1100 Blue Stake Center CALL COLLECT

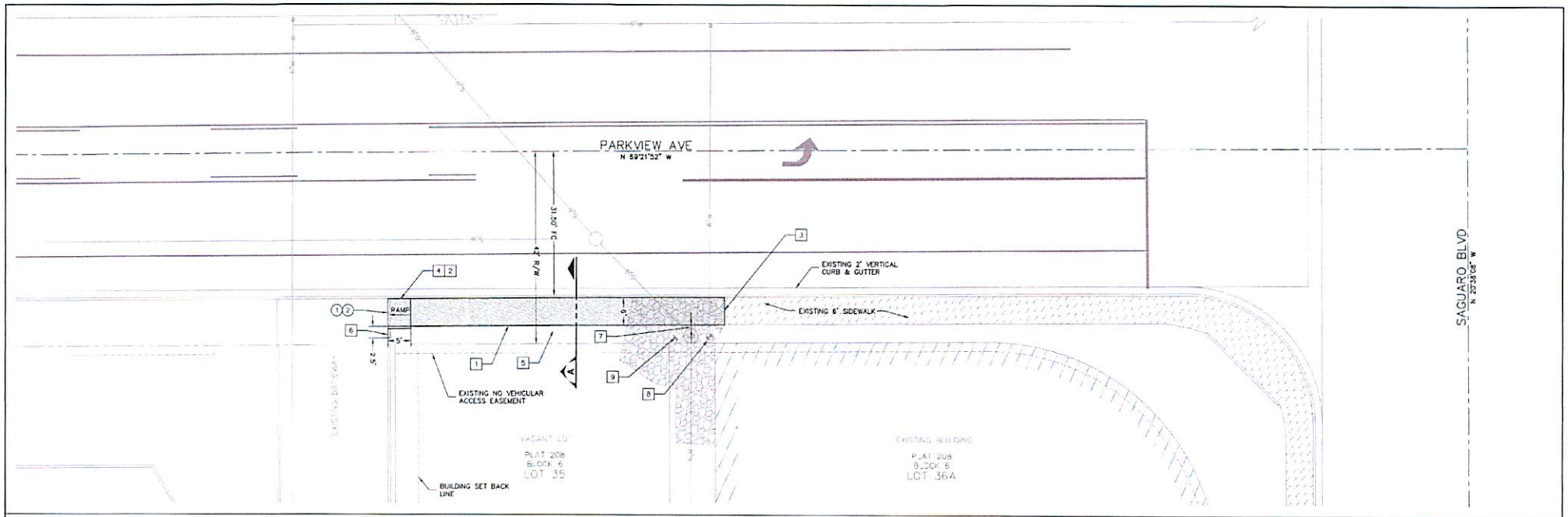
VERIFY SCALES
BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

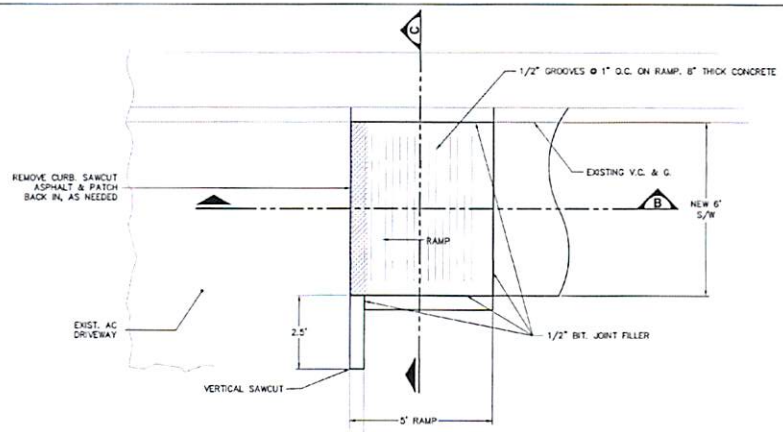
TOWN OF FOUNTAIN HILLS, ARIZONA
DEVELOPMENT SERVICES DEPARTMENT

REGISTERED CIVIL ENGINEER CERTIFICATE 13134 RANDY L. HARREL ARIZONA U.S.A. EXPIRES 3/31/15

SIDEWALK CONSTRUCTION PROJECT
PALISADES BLVD AT VERDE RIVER DR

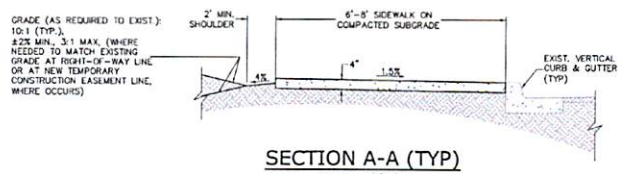
DES: KV	PROJECT NO:	SCALE: 1"=10'
DRW: KV		DATE: 4-1-14
CHK: PM, RH		SHEET: 2 OF 5





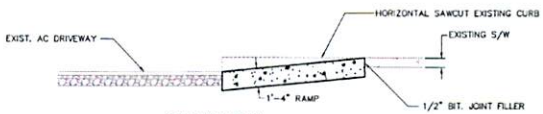
RAMP DETAIL

SCALE: 1/2"=1'



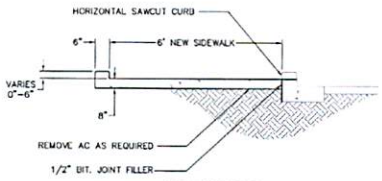
SECTION A-A (TYP)

SCALE: 1/2"=1'



SECTION B-B

SCALE: 1/2"=1'



SECTION C-C

SCALE: 1/2"=1'

LEGEND

NEW SIDEWALK

NEW SIDEWALK SECTION

TOFH BM 135

TOFH BRASS CAP FLUSH
INTERSECTION OF EL LAGO & LA MONTANA
ELEV. = 1645.18
N 27675.492
E 29145.854

263-1100

VERIFY SCALES
BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

CONSTRUCTION NOTES

1. CONSTRUCT 6' SIDEWALK PER MAG STD. DET. 230
2. CONSTRUCT SIDEWALK RAMP PER DETAIL, THIS SHEET.
3. MATCH EXISTING SLAB ELEVATION (1/2" BITUMINOUS JOINT FILLER.)
4. HORIZONTAL SAWCUT CURB
5. REGRADE EXISTING LANDSCAPE TO ALLOW A 2' SHOULDER BEHIND SIDEWALK PER SECTION A-A
6. CONSTRUCT SINGLE CURB PER MAG STD. DET. 222 TYPE "A"
7. NARROW SIDEWALK TO 1' MIN. CLEAR OF MANHOLE, 8' EACH SIDE.
8. GRADE FIRE HYDRANT PER MAG DET 362, REMOVE RIP RAP
9. GRADE SLOPE TO SMOOTH TRANSITION AND MATCH EXISTING

REMOVALS

1. SAWCUT TO NEAT LINE AND REMOVE EXISTING CURB
2. SAWCUT TO NEAT LINE, REMOVE AND REPLACE AC PAVEMENT, (4" ABC)

QUANTITIES:

1.	SIDEWALK – MAG STD. DET. 230	412 S.F.
2.	SIDEWALK RAMP MODIFIED – PER DETAIL SHEET 4	30 S.F.
3.	HORIZONTAL SAWCUT CURB	5 L.F.
4.	GRADING	– L.S.
5.	SINGLE CURB PER MAG STD. DET. 222 TYPE "A"	3 L.F.
6.	MISC. WORK (INCL. REMOVALS, SALVAGE, & REINSTALL D.G.)	– L.S.

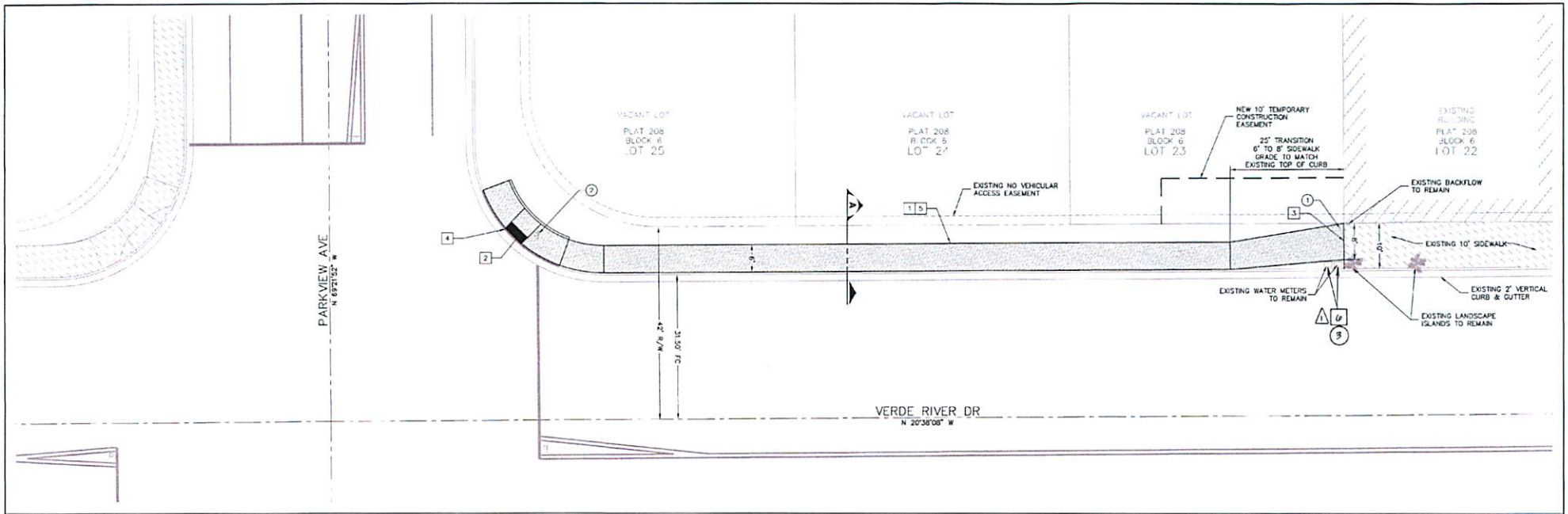
TOWN OF FOUNTAIN HILLS, ARIZONA

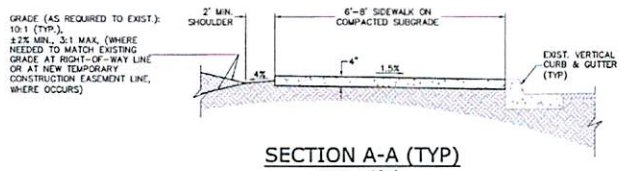
DEVELOPMENT SERVICES DEPARTMENT

REGISTERED CIVIL ENGINEER CERTIFICATE NO. 13624 RANDY L. HARREL ARIZONA U.S.A. Expires 3/31/15

SIDEWALK CONSTRUCTION PROJECT
PARKVIEW AVE & SAGUARO BLVD

DES: KV	PROJECT NO:	SCALE: 1"=10'
DRW: KV		DATE: 4-1-14
CHK: PM, RH		SHEET: 3 OF 5





SECTION A-A (TYP)

SCALE: 1/2"=1'

CONSTRUCTION NOTES

1. CONSTRUCT 6' SIDEWALK PER MAG STD. DET. 230
2. CONSTRUCT SIDEWALK RAMP PER MAG STD. DET. 235-3, TYPE 'C'
3. MATCH EXISTING SLAB ELEVATION (1/2" BITUMINOUS JOINT FILLER.)
4. HORIZONTAL SAWCUT CURB
5. REGRADE EXISTING LANDSCAPE TO ALLOW A 2' SHOULDER BEHIND SIDEWALK PER SECTION A-A
6. INSTALL WATER METER BOX PER MAG DET 320, BOX NO. 2

REMOVALS

1. REMOVE ALL BUSHES AND VEGETATION TO BACK OF SIDEWALK
2. RELOCATE EXISTING SIGN BEHIND SIDEWALK
3. REMOVE EXISTING WATER METER BOX

QUANTITIES:

1. SIDEWALK - MAG STD. DET. 230	1,050	S.F.
2. SIDEWALK RAMP - MAG. STD. DET. 235-3, TYPE 'C'	130	S.F.
3. HORIZONTAL SAWCUT CURB	25	L.F.
4. GRADING	-	L.S.
5. MISC. WORK (INCL. REMOVALS, SALVAGE, & REINSTALL D.G.)	-	L.S.

LEGEND

NEW SIDEWALK

NEW SIDEWALK SECTION

TOFH BM 135

TOFH BRASS CAP FLUSH
INTERSECTION OF EL LAGO & LA MONTANA
ELEV. = 1645.18
N 27675.492
E 29145.854

VERIFY SCALES
BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

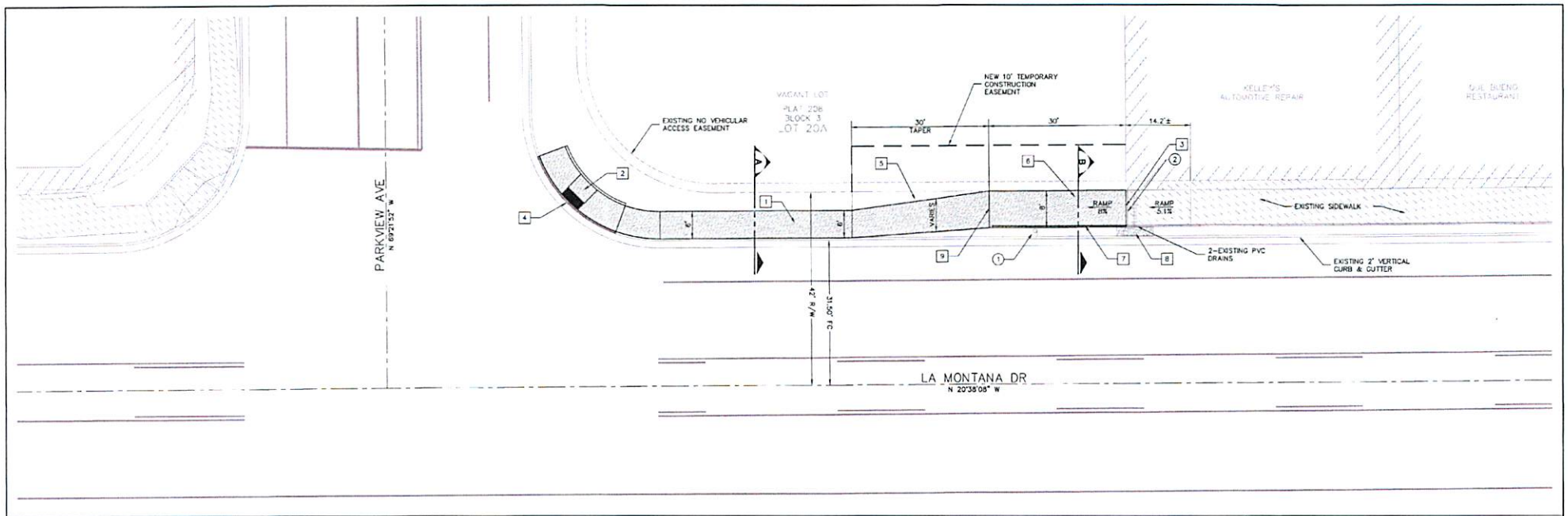
CALL TOLL FREE 263-1100

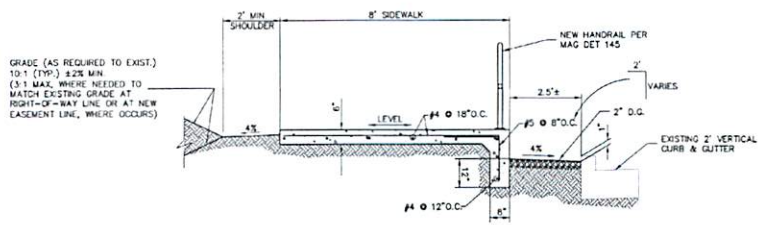
TOWN OF FOUNTAIN HILLS, ARIZONA
DEVELOPMENT SERVICES DEPARTMENT

SIDEWALK CONSTRUCTION PROJECT
VERDE RIVER DR & PARKVIEW AVE

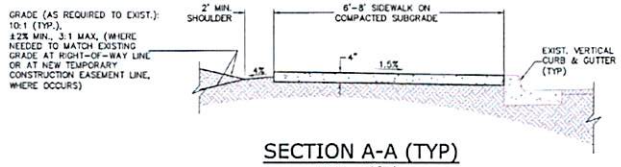
DES: KV	PROJECT NO:	SCALE: 1"=10'
DRW: KV		DATE: 4-1-14
CHK: PM, RH		SHEET: 4 OF 5

RLH 4-9-14





SECTION B-B
SIDEWALK AT RETAINING CURB
SCALE: 1/2"=1'



SECTION A-A (TYP)
SCALE: 1/2"=1'

CONSTRUCTION NOTES

1. CONSTRUCT 6' SIDEWALK PER MAG STD. DET. 230
2. CONSTRUCT SIDEWALK RAMP PER DETAIL 235-3, TYPE 'C'
3. MATCH EXISTING SLAB ELEVATION (1/2" BITUMINOUS JOINT FILLER.)
4. HORIZONTAL SAWCUT CURB
5. REGRADE EXISTING LANDSCAPE TO ALLOW A 2' SHOULDER BEHIND SIDEWALK PER SECTION A-A
6. CONSTRUCT 6' SIDEWALK PER DETAIL THIS SHEET (MAG DET 230 MOD.)
7. INSTALL SAFETY RAIL MAG DET 145. 4" MAX CLEAR BETWEEN NEW & EXISTING.
8. 2"-4" RIP-RAP SPLASH PAD
9. 1/2" BIT. JT.

REMOVALS

1. RELOCATE EXISTING SIGN BEHIND SIDEWALK
2. REMOVE EXISTING HANDRAIL

QUANTITIES:

1.	SIDEWALK - MAG STD. DET. 230	517 S.F.
2.	SIDEWALK RAMP - MAG. STD. DET. 235-3, TYPE 'C'	130 S.F.
3.	HORIZONTAL SAWCUT CURB	25 L.F.
4.	GRADING	- L.S.
5.	SIDEWALK AT RET. CURB (MAG 230 MOD)	240 S.F.
6.	SAFETY RAIL MAG DET. 145	30 L.F.
7.	RIP-RAP	- L.S.
8.	MISC. WORK (INCL. REMOVALS, SALVAGE, & REINSTALL D.G.)	- L.S.

LEGEND

NEW SIDEWALK
NEW SIDEWALK SECTION

TOFH BM 135

TOFH BRASS CAP FLUSH
INTERSECTION OF EL LAGO & LA MONTANA
ELEV. = 1645.18
N 27675.492
E 29145.854

SCALE 1" = 10'

263-1100

VERIFY SCALES
BAR IS ONE INCH ON ORIGINAL DRAWING
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TOWN OF FOUNTAIN HILLS, ARIZONA
DEVELOPMENT SERVICES DEPARTMENT

REGISTERED PROFESSIONAL ENGINEER
CERTIFICATE NO. 12124
RANDY L. HARREL
ARIZONA U.S.A.
Expires 3/31/15

SIDEWALK CONSTRUCTION PROJECT
LA MONTANA AT PARKVIEW

DES: KV	PROJECT NO:	SCALE: 1"=10'
DRW: KV		DATE: 4-1-14
CHK: PM, RH		SHEET: 5 OF 5

PROGRESSIVE®

Progressive
P.O. Box 94739
Cleveland, OH 44101
1-800-895-2886

Policy number: 02575722-6
Underwritten by:
United Financial Casualty Company
May 8, 2014

Certificate of Insurance

Certificate Holder	Insured	Agent
Additional Insured THE TOWN OF FOUNTAIN HILLS 16705 E AVE OF THE FOUNTAINS FOUNTAIN HILLS, AZ 85268	CHARLES MOKRY SR 6823 S 63RD AVE LAVEEN, AZ 85339	PROG COMMERCIAL PO BOX 94739 CLEVELAND, OH 44101

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Mar 18, 2014 Policy Expiration Date: Mar 18, 2015

Insurance coverage(s)	Limits
Bodily Injury/Property Damage	$1,000,000 Combined Single Limit
Any Auto Bodily Injury/Property Damage	$1,000,000 Combined Single Limit

Description of Location/Vehicles/Special Items

Scheduled autos only

The Town of Fountain hills, its agents, representatives officers, directors, officials, and employees shall be sited as additional insured under ISO business auto policy

Certificate number

12814A08722

Please be advised that additional insureds and loss payees will be notified in the event of a mid-term cancellation.

Form 5241 (10/02)

SUNBE-1 OP ID: AG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/02/14

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

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

PRODUCER
The Arizona Group
3325 E. Baseline Rd.
Gilbert, AZ 85234
James R. Colemere, CIC

480-892-8755
480-892-7625

CONTACT NAME: Angela Goin
PHONE (A/C, No, Ext): 480-633-6686
FAX (A/C, No): 480-892-7625
E-MAIL ADDRESS: agoin@arizonagroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Ohio Security	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Sunbelt Builders & Structures Inc
6823 S 63rd Avenue
Laveen, AZ 85339-9622

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY							
A	[X] COMMERCIAL GENERAL LIABILITY	X	X	BKS55694690	11/18/13	11/18/14	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Agreement Number: C2014-147
The Town of Fountain Hills, its agents, representatives, officers, directors, officials and employees are Additional Insured with Waiver of Subrogation per form CG8810 10/09

CERTIFICATE HOLDER

TOWNOF

The Town of Fountain Hills
16705 E Avenue
of the Fountains
Fountain Hills, AZ 85268

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Angela Goin

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph **2. Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability,** exclusion **g. Aircraft, Auto Or Watercraft** does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph **2. Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability,** Subparagraph **(2)** of exclusion **g. Aircraft, Auto Or Watercraft** is replaced by the following:

This exclusion does not apply to:

(2) A watercraft you do not own that is:

(a) Less than 52 feet long; and

(b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph **2. Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability,** Subparagraphs **(3), (4)** and **(6)** of exclusion **j. Damage To Property** do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.

2. The following is added to **Section IV - Commercial General Liability Conditions,** Condition **4. Other Insurance,** Paragraph **b. Excess Insurance:**

   The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph **2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:**

   a. The fourth from the last paragraph of exclusion **j. Damage To Property** is replaced by the following:

   Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

   (i) Premises rented to you for a period of 7 or fewer consecutive days; or

   (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

   Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

   A separate limit of insurance applies to this coverage as described in **Section III - Limits of Insurance.**

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b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance.**

2. Paragraph **6.** under **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to:

a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph **9.a.** of **Definitions** is replaced with the following:

9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement** of **Section I - Coverage C - Medical Payments,** Subparagraph **(b)** of Paragraph **a.** is replaced by the following:

(b) The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under **Supplementary Payments - Coverages A** and **B**, Paragraph **1.b.** is replaced by the following:

b. Up to **$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1.d.** is replaced by the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **$500** a day because of time off from work.

G. ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph **2.** under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

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b. Premises or facilities rented by you or used by you; or

c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or

d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:

(1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;

(2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".

(3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance, or use of any elevators covered by this insurance.

With respect to Paragraph **1.a.** above, a person's or organization's status as an additional insured under this endorsement ends when:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph **1.b.** above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph **1.c.** above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph **b.** of Condition **2. Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions.**

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.

b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.

c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

d. "Bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition **4. Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

a. The following is added to Paragraph **a. Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

b. The following is added to Paragraph **b. Excess Insurance:**

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSUREDS- EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition **2. Duties In The Event Of Occurrence, Offense, Claim or Suit:**

An additional insured under this endorsement will as soon as practicable:

a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;

b Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and

c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

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d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III - Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

J. WHO IS AN INSURED- INCIDENTAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION- MANAGEMENT EMPLOYEES

Paragraph **2.a.(1)** of **Section II - Who Is An Insured** is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1) (a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1) (a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph **(d)**) does not apply.

Paragraphs **(a)** and **(b)** above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision **J.** is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph **3.** of **Section II - Who Is An Insured** is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

   a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;

   b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

   c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

   d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

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L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under **Section IV - Commercial General Liability Conditions,** the following is added to Condition **6. Representations:**

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under **Section IV - Commercial General Liability Conditions,** the following is added to Condition **2. Duties In The Event of Occurrence, Offense, Claim Or Suit:**

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph **1.** of **Section II - Who Is An Insured** or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under **Section V - Definitions,** Definition **3.** is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

P. EXTENDED PROPERTY DAMAGE

Exclusion a. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under **Section IV - Commercial General Liability Conditions,** the following is added to Condition **8. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and

2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/09/2014

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

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

PRODUCER

CopperPoint Mutual and its subsidiaries
3030 N. 3rd Street
Phoenix AZ 85012-3068

CONTACT NAME: CopperPoint Mutual
PHONE (A/C, No, Ext): 602.631.2600 or 866.284.2694 FAX (A/C, No): 602.631.2599
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: SCF ARIZONA	14216
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

Sunbelt Builders & Structures Inc
6823 S 63rd Ave
Laveen AZ 85339

COVERAGES **CERTIFICATE NUMBER:** 68 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		248018	09/01/2013	09/01/2014	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Location: Various AZ Locations

CONCRETE OR CEMENT WORK - FLOORS, DRIVEWAYS, YARDS, OR SIDEWALKS & DRIVERS

This waiver of subrogation is effective only with respect to the Certificate Holder for the project described herein, and shall not benefit any other person or organization.

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will

CERTIFICATE HOLDER

The Town Of Fountain Hills
16705 E. Avenue of the Fountains
Fountain AZ 85268

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
		Sunbelt Builders & Structures Inc 6823 S 63rd Ave Laveen, AZ 85339
POLICY NUMBER 248018		
CARRIER SCF ARIZONA	NAIC CODE 14216	EFFECTIVE DATE: 09/01/2013-09/01/2014

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

endeavor to mail 30 days written notice to the certificate holder named, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents and representatives.

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