



Contractor's License Numbers
 AZROC-111922-CLA
 AZROC-095189-C13
 NV-49496 Limit \$5,000,000
 CA-781952-C12
 C5 74079

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PROPOSAL

PROPOSAL

Client: Town of Paradise Valley 6401 E Lincoln Dr Paradise Valley, AZ 85003-1611	Contact: Jerry Copper O: (480) 348-3589	Job: Town of Paradise Valley - Pavement Preservation - 2016-2017 - 10 Various streets and common areas throughout commun Paradise Valley, AZ 85003	Date Written : 10/27/2016 Proposal Number : 73766-4 T-Line Number : UJ9A001RFW Project Consultant: Chance Chery
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BID IN ACCORDANCE WITH THE CITY OF BUCKEYE JOC STREET MAINTENANCE CONTRACT NUMBER2014-006

We propose to furnish all labor, material, and equipment necessary to complete the work as outlined below in accordance with the plans and specifications submitted herewith, to wit:

SECTION #1 - TRAFFIC CONTROL

32-145	Set up 3 project signs prior to beginning work in this section.		
32-230	Provide traffic control and barricades during our scope of work.		
	UNSPECIFIED PRODUCTS/SERVICES - TRAFFIC CONTROL, SIGNS	1 LS @ \$16,360.00 =	\$16,360.00
		Sub Total:	\$16,360.00

SECTION #1 - CRACK SEAL

29-200	Power clean with compressed air and seal all cracks 1/4" and larger with SUN FLEX CS crack sealant. (Alligatored areas not included.) See specification sheet CJF-1 & Sun Flex CS Brochure.		
	* HOT RUBER CRACKFILL MOBILIZATION	8 EA @ \$450.00 =	\$3,600.00
	* HOT RUBBER CRACKFILL	31,500 LBS @ \$1.57 =	\$49,455.00
		Sub Total:	\$53,055.00

SECTION #1 - APPLY MASTERSEAL PMM RUBBERIZED SEALER

28-222	Power sweep/clean asphalt surface on approx. 114,650 Sq. Yds.		
	SWEEPING MOBILIZATION	1 EA @ \$154.50 =	\$154.50
	* SWEEPING - CLEAN ASPHALT SURFACE	1,031,850 SF @ \$0.01 =	\$10,318.50
30-150	Furnish and apply Two 2 coats of MasterSeal PMM Rubberized Sealer by Spray – Spray application on approximately 114,650 square yards. See specification sheet ABS-1. (This proposal is based on performing the work in 11 sections. Adhesion or bonding of seal coat materials is not warrantied in areas exposed to automotive fluids and/or other spills) MasterSeal PMM has 3-5 lbs. of Aggregate per gallon blended with 2% Polymer Modified Latex.		
	ASPHALT EMULSION SEALER MOBILIZATION	9 EA @ \$515.00 =	\$4,635.00
	ASPHALT EMULSION SEALER - 1ST COAT	1,031,850 SF @ \$0.03 =	\$30,955.50
	ASPHALT EMULSION SEALER - 2ND COAT	1,031,850 SF @ \$0.03 =	\$30,955.50
	UNSPECIFIED PRODUCTS/SERVICES - MASTERSEAL PMM	1 LS @ \$23,710.00 =	\$23,710.00
		Sub Total:	\$100,729.00



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SECTION #3 - TRAFFIC CONTROL

32-145	Set up 3 project signs prior to beginning work in this section.		
32-230	Provide traffic control and barricades during our scope of work.		
	UNSPECIFIED PRODUCTS/SERVICES - TRAFFIC CONTROL, SIGNS	1 LS @ \$7,268.00 =	\$7,268.00
		Sub Total:	\$7,268.00

SECTION #3 - CRACK SEAL

29-200	Power clean with compressed air and seal all cracks 1/4" and larger with SUN FLEX CS crack sealant. (Alligatored areas not included.) See specification sheet CJF-1 & Sun Flex CS Brochure.		
	* HOT RUBBER CRACKFILL MOBILIZATION	3 EA @ \$450.00 =	\$1,350.00
	* HOT RUBBER CRACKFILL	9,500 LBS @ \$1.57 =	\$14,915.00
		Sub Total:	\$16,265.00

SECTION #3 - APPLY MASTERSEAL PMM RUBBERIZED SEALER

28-222	Power sweep/clean asphalt surface on approx. 44,285 Sq. Yds.		
	SWEEPING MOBILIZATION	1 EA @ \$154.50 =	\$154.50
	* SWEEPING - CLEAN ASPHALT SURFACE	398,565 SF @ \$0.01 =	\$3,985.65
30-150	Furnish and apply Two 2 coats of MasterSeal PMM Rubberized Sealer by Spray - Spray application on approximately 44,285 square yards. See specification sheet ABS-1. (This proposal is based on performing the work in 4 sections. Adhesion or bonding of seal coat materials is not warranted in areas exposed to automotive fluids and/or other spills) MasterSeal PMM has 3-5 lbs. of Aggregate per gallon blended with 2% Polymer Modified Latex.		
	ASPHALT EMULSION SEALER MOBILIZATION	4 EA @ \$515.00 =	\$2,060.00
	ASPHALT EMULSION SEALER - 1ST COAT	398,565 SF @ \$0.03 =	\$11,956.95
	ASPHALT EMULSION SEALER - 2ND COAT	398,565 SF @ \$0.03 =	\$11,956.95
	UNSPECIFIED PRODUCTS/SERVICES - MASTERSEAL PMM	1 LS @ \$9,241.95 =	\$9,241.95
		Sub Total:	\$39,356.00



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Client: Town of Paradise Valley 6401 E Lincoln Dr Paradise Valley, AZ 85003-1611	Contact: Jerry Copper O: (480) 348-3589	Job: Town of Paradise Valley - Pavement Preservation - 2016-2017 - 10 Various streets and common areas throughout commun Paradise Valley, AZ 85003	Date Written : 10/27/2016 Proposal Number : 73766-4 T-Line Number : UJ9A001RFW Project Consultant: Chance Cherry
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SECTION #3 - STRIPING

32-145 Re-stripe the locations withing the project areas to the existing pattern with 15mil waterborne temporary paint application followed by a 3M Tape application. The following work is included in this section:
 - 11 EA Speed Tables Paint and 3M Tape

STRIPING MOBILIZATION - PAINT	1 EA @ \$262.62 =	\$262.62
STRIPING MOBILIZATION - THERMOPLASTIC/3M TAPE	1 EA @ \$309.00 =	\$309.00
SPEED TABLES - PAINT	11 EA @ \$206.00 =	\$2,266.00
UNSPECIFIED PRODUCTS/SERVICES - SPEED TABLES (3M TAPE)	11 EA @ \$517.50 =	\$5,692.50
	Sub Total :	\$8,530.12

SECTION #9 - TRAFFIC CONTROL

32-145 Set up 3 project signs prior to beginning work in this section.
 32-230 Provide traffic control and barricades during our scope of work.

UNSPECIFIED PRODUCTS/SERVICES - TRAFFIC CONTROL, SIGNS	1 LS @ \$14,290.00 =	\$14,290.00
	Sub Total :	\$14,290.00

SECTION #9 - CRACK SEAL

29-200 Power clean with compressed air and seal all cracks 1/4" and larger with SUN FLEX CS crack sealant. (Alligatored areas not included.) See specification sheet CJF-1 & Sun Flex CS Brochure.

* HOT RUBBER CRACKFILL MOBILIZATION	8 EA @ \$450.00 =	\$3,600.00
* HOT RUBBER CRACKFILL	34,650 LBS @ \$1.57 =	\$54,400.50
	Sub Total :	\$58,000.50



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PROPOSAL

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Client:	Contact:	Job:	Date Written
Town of Paradise Valley	Jerry Copper	Town of Paradise Valley - Pavement	: 10/27/2016
6401 E Lincoln Dr	O: (480) 348-3589	Preservation - 2016-2017 - 10	Proposal Number : 73766-4
Paradise Valley, AZ 85003-1611		Various streets and common areas throughout commun	T-Line Number : UJ9A001RFW
		Paradise Valley, AZ 85003	Project Consultant: Chance Cherry

SECTION #9 - APPLY MASTERSEAL PMM RUBBERIZED SEALER

28-222	Power sweep/clean asphalt surface approx. 114,205 Sq. Yds.		
	SWEEPING MOBILIZATION	1 EA @ \$154.50 =	\$154.50
	* SWEEPING MOBILIZATION	1,027,845 SF @ \$0.01 =	\$10,278.45
30-150	Furnish and apply Two 2 coats of MasterSeal PMM Rubberized Sealer by Spray – Spray application on approximately 114,205 square yards. See specification sheet ABS-1. (This proposal is based on performing the work in 10 sections. Adhesion or bonding of seal coat materials is not warranted in areas exposed to automotive fluids and/or other spills)		
	MasterSeal PMM has 3-5 lbs. of Aggregate per gallon blended with 2% Polymer Modified Latex.		
	ASPHALT EMULSION SEALER MOBILIZATION	10 EA @ \$515.00 =	\$5,150.00
	ASPHALT EMULSION SEALER - 1ST COAT	1,027,845 SF @ \$0.03 =	\$30,835.35
	ASPHALT EMULSION SEALER - 2ND COAT	1,027,845 SF @ \$0.03 =	\$30,835.35
	UNSPECIFIED PRODUCTS/SERVICES - MASTERSEAL PMM	1 LS @ \$21,945.35 =	\$21,945.35
		Sub Total:	\$99,199.00

SECTION #9 - STRIPING

32-145	Re-stripe the locations within the project areas to the existing pattern with 15mil waterborne temporary paint application followed by a 60 mil thermoplastic application. The following work is included in this section:		
	- 16,244 LF of 4" Yellow Paint and Thermoplastic		
	STRIPING MOBILIZATION - PAINT	1 EA @ \$262.62 =	\$262.62
	STRIPING MOBILIZATION - THERMOPLASTIC	1 EA @ \$309.00 =	\$309.00
	ACRYLIC 4" WIDE (RE-STRIPES)	16,244 LF @ \$0.15 =	\$2,436.60
	THERMOPLASTIC 4" WIDE	16,244 LF @ \$0.76 =	\$12,345.44
		Sub Total:	\$15,353.66



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STONE CANYON - TRAFFIC CONTROL

32-145	Set up 3 project signs prior to beginning work in this section.		
32-230	Provide traffic control and barricades during our scope of work.		
	UNSPECIFIED PRODUCTS/SERVICES - TRAFFIC CONTROL, SIGNS	1 LS @ \$8,207.00 =	\$8,207.00
		Sub Total:	\$8,207.00

STONE CANYON - CRACK SEAL

29-200	Power clean with compressed air and seal all cracks 1/4" and larger with SUN FLEX CS crack sealant. (Alligatored areas not included.) See specification sheet CJF-1 & Sun Flex CS Brochure.		
	* HOT RUBBER CRACKFILL MOBILIZATION	2 EA @ \$450.00 =	\$900.00
	* HOT RUBBER CRACKFILL	8,100 LBS @ \$1.57 =	\$12,717.00
		Sub Total:	\$13,617.00

STONE CANYON - APPLY BITUMINOUS SURFACE TREATMENT SEAL COAT

28-222	Power sweep/clean asphalt surface on approx. 26,919 Sq. Yds.		
	SWEEPING MOBILIZATION	1 EA @ \$154.50 =	\$154.50
	* SWEEPING - CLEAN ASPHALT SURFACE	242,267 SF @ \$0.01 =	\$2,422.67
30-150	Furnish and Apply Two (2) coats of Bituminous Surface Treatment Seal Coat by Squeegee - Squeegee application at a rate of 0.60 gallons/square yard on approximately 26,919 square yards. See specification sheet ABS-1. (This proposal is based on performing the work in 5 sections. Adhesion or bonding of Seal Coat materials is not warranted in areas exposed to automotive fluids and/or other spills)		
	ASPHALT EMULSION SEALER MOBILIZATION	5 EA @ \$515.00 =	\$2,575.00
	ASPHALT EMULSION SEALER - 1ST COAT	242,267 SF @ \$0.03 =	\$7,268.01
	ASPHALT EMULSION SEALER - 2ND COAT	242,267 SF @ \$0.03 =	\$7,268.01
	UNSPECIFIED PRODUCTS/SERVICES - BITUMINOUS SURFACE TREATMENT	1 LS @ \$42,375.81 =	\$42,375.81
		Sub Total:	\$62,064.00



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40TH ST - KIEMS RD TO CITY LIMITS - TRAFFIC CONTROL

32-145	Set up 3 project signs prior to beginning work in this section.		
32-230	Provide traffic control and barricades during our scope of work.		
	UNSPECIFIED PRODUCTS/SERVICES - TRAFFIC CONTROL, SIGNS	1 LS @ \$6,254.00 =	\$6,254.00
		Sub Total :	\$6,254.00

40TH ST - KIEMS RD TO CITY LIMITS - CRACK SEAL

29-200	Power clean with compressed air and seal all cracks 1/4" and larger with SUN FLEX CS crack sealant. (Alligatored areas not included.) See specification sheet CJF-1 & Sun Flex CS Brochure.		
	* HOT RUBBER CRACKFILL MOBILIZATION	2 EA @ \$450.00 =	\$900.00
	* HOT RUBBER CRACKFILL	5,478 LBS @ \$1.57 =	\$8,600.46
		Sub Total :	\$9,500.46

40TH ST - KIEMS RD TO CITY LIMITS - APPLY MASTERSEAL PMM RUBBERIZED SEALER

28-222	Power sweep/clean asphalt surface on approx. 17,655 Sq. Yds.		
	SWEEPING MOBILIZATION	1 EA @ \$154.50 =	\$154.50
	* SWEEPING - CLEAN ASPHALT SURFACE	158,895 SF @ \$0.01 =	\$1,588.95
30-150	Furnish and apply Two 2 coats of MasterSeal PMM Rubberized Sealer by Spray – Spray application on approximately 17,655 square yards. See specification sheet ABS-1. (This proposal is based on performing the work in 2 sections. Adhesion or bonding of seal coat materials is not warrantied in areas exposed to automotive fluids and/or other spills) MasterSeal PMM has 3-5 lbs. of Aggregate per gallon blended with 2% Polymer Modified Latex.		
	ASPHALT EMULSION SEALER MOBILIZATION	2 SF @ \$515.00 =	\$1,030.00
	ASPHALT EMULSION SEALER - 1ST COAT	158,895 SF @ \$0.03 =	\$4,766.85
	ASPHALT EMULSION SEALER - 2ND COAT	158,895 SF @ \$0.03 =	\$4,766.85
	UNSPECIFIED PRODUCTS/SERVICES - MASTERSEAL PMM	1 LS @ \$3,389.85 =	\$3,389.85
		Sub Total :	\$15,697.00



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40TH ST - KIEMS RD TO CITY LIMITS - STRIPING

32-145	Re-stripe the locations withing the project areas to the existing pattern with 15mil waterborne temporary paint application followed by a 60 mil thermoplastic application. The following work is included in this section: - 8,400 LF of 4" Yellow Paint and Thermoplastic - 8,485 LF of 4" Yellow Paint and Thermoplastic - 352 LF of 12" White Paint and Thermoplastic - 23 EA "SHARK TEETH" Symbols Paint and Thermoplastic		
	STRIPING MOBILIZATION - PAINT	1 EA @ \$262.62 =	\$262.62
	STRIPING MOBILIZATION - THERMOPLASTIC	1 EA @ \$309.00 =	\$309.00
	ACRYLIC 4" WIDE (RE-STRIPE)	16,885 LF @ \$0.15 =	\$2,532.75
	THERMOPLASTIC 4" WIDE	16,885 LF @ \$0.76 =	\$12,832.60
	ACRYLIC 12" WIDE (RE-STRIPE)	352 LF @ \$0.52 =	\$183.04
	THERMOPLASTIC 12" WIDE	352 LF @ \$2.42 =	\$851.84
	UNSPECIFIED PRODUCTS - SHARKTEETH (TEMP & THERMO)	23 EA @ \$45.50 =	\$1,046.50
		Sub Total :	\$18,018.35

40TH ST - LINCOLN RD TO CITY LIMITS - TRAFFIC CONTROL

32-145	Set up 3 project signs prior to beginning work in this section.		
32-230	Provide traffic control and barricades during our scope of work.		
	UNSPECIFIED PRODUCTS/SERVICES - TRAFFIC CONTROL, SIGNS	1 LS @ \$5,777.00 =	\$5,777.00
		Sub Total :	\$5,777.00

40TH ST - LINCOLN RD TO CITY LIMITS - CRACK SEAL

29-200	Power clean with compressed air and seal all cracks 1/4" and larger with SUN FLEX CS crack sealant. (Alligatored areas not included.) See specification sheet CJF-1 & Sun Flex CS Brochure.		
	* HOT RUBBER CRACKFILL MOBILIZATION	2 EA @ \$450.00 =	\$900.00
	* HOT RUBBER CRACKFILL	4,722 LBS @ \$1.57 =	\$7,413.54
		Sub Total :	\$8,313.54



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40TH ST - LINCOLN RD TO CITY LIMITS - APPLY MASTERSEAL PMM RUBBERIZED SEALER

28-222	Power sweep/clean asphalt surface on approx. 15,260 Sq. Yds. SWEEPING MOBILIZATION	1 EA @ \$154.50 =	\$154.50
	* SWEEPING - CLEAN ASPHALT SURFACE	137,340 SF @ \$0.01 =	\$1,373.40
30-150	Furnish and apply Two 2 coats of MasterSeal PMM Rubberized Sealer by Spray – Spray application on approximately 15,260 square yards. See specification sheet ABS-1. (This proposal is based on performing the work in 2 sections. Adhesion or bonding of seal coat materials is not warranted in areas exposed to automotive fluids and/or other spills) MasterSeal PMM has 3-5 lbs. of Aggregate per gallon blended with 2% Polymer Modified Latex. ASPHALT EMULSION SEALER MOBILIZATION	2 EA @ \$515.00 =	\$1,030.00
	ASPHALT EMULSION SEALER - 1ST COAT	137,340 SF @ \$0.03 =	\$4,120.20
	ASPHALT EMULSION SEALER - 2ND COAT	137,340 SF @ \$0.03 =	\$4,120.20
	UNSPECIFIED PRODUCTS/SERVICES - MASTERSEAL PMM	1 LS @ \$3,220.70 =	\$3,220.70
		Sub Total :	\$14,019.00

40TH ST - LINCOLN RD TO CITY LIMITS - STRIPING

32-145	Re-stripe the locations withing the project areas to the existing pattern with 15mil waterborne temporary paint application followed by a 60 mil thermoplastic application. The following work is included in this section: - 6,900 LF of 4" Yellow Paint and Thermoplastic - 7,215 LF of 4" White Paint and Thermoplastic - 20 LF of 12" White Paint and Thermoplastic STRIPING MOBILIZATION - PAINT	1 EA @ \$262.62 =	\$262.62
	STRIPING MOBILIZATION - THERMOPLASTIC	1 EA @ \$309.00 =	\$309.00
	ACRYLIC 4" WIDE (RE-STRIPE)	14,115 LF @ \$0.15 =	\$2,117.25
	THERMOPLASTIC 4" WIDE	14,115 LF @ \$0.76 =	\$10,727.40
	ACRYLIC 12" WIDE (RE-STRIPE)	20 LF @ \$0.52 =	\$10.40
	THERMOPLASTIC 4" WIDE	20 LF @ \$2.42 =	\$48.40
		Sub Total :	\$13,475.07



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HUMMINGBIRD LN - MOCKINGBIRD LN TO SCOTTSDALE RD - TRAFFIC CONTROL

32-145	Set up 3 project signs prior to beginning work in this section.		
32-230	Provide traffic control and barricades during our scope of work.		
	UNSPECIFIED PRODUCTS/SERVICES - TRAFFIC CONTROL, SIGNS	1 LS @ \$3,868.00 =	\$3,868.00
		Sub Total :	\$3,868.00

HUMMINGBIRD LN - MOCKINGBIRD LN TO SCOTTSDALE RD - CRACKSEAL

29-200	Power clean with compressed air and seal all cracks 1/4" and larger with SUN FLEX CS crack sealant. (Alligatored areas not included.) See specification sheet CJF-1 & Sun Flex CS Brochure.		
	* HOT RUBBER CRACKFILL MOBILIZATION	1 EA @ \$450.00 =	\$450.00
	* HOT RUBBER CRACKFILL	2,696 LBS @ \$1.57 =	\$4,232.72
		Sub Total :	\$4,682.72

HUMMINGBIRD LN - MOCKINGBIRD LN TO SCOTTSDALE RD - APPLY MASTERSEAL PMM RUBBERIZED SEALER

28-222	Power sweep/clean asphalt surface on approx. 8,414 Sq. Yds.		
	SWEEPING MOBILIZATION	1 EA @ \$154.50 =	\$154.50
	* SWEEPING - CLEAN ASPHALT SURFACE	75,721 SF @ \$0.01 =	\$757.21
30-150	Furnish and apply Two 2 coats of MasterSeal PMM Rubberized Sealer by Spray - Spray application on approximately 8,414 square yards. See specification sheet ABS-1. (This proposal is based on performing the work in 2 sections. Adhesion or bonding of seal coat materials is not warranted in areas exposed to automotive fluids and/or other spills) MasterSeal PMM has 3-5 lbs. of Aggregate per gallon blended with 2% Polymer Modified Latex.		
	ASPHALT EMULSION SEALER MOBILIZATION	2 EA @ \$515.00 =	\$1,030.00
	ASPHALT EMULSION SEALER - 1ST COAT	75,721 SF @ \$0.03 =	\$2,271.63
	ASPHALT EMULSION SEALER - 2ND COAT	75,721 SF @ \$0.03 =	\$2,271.63
	UNSPECIFIED PRODUCTS/SERVICES - MASTERSEAL PMM	1 LS @ \$2,157.03 =	\$2,157.03
		Sub Total :	\$8,642.00

GRAND TOTAL

	Sub Total :	\$620,541.42
MAR 4400	County Tax :	25,411.17
PDV 4425	City Tax :	10,083.80
	Grand Total :	\$656,036.39



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PROPOSAL

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Client: Town of Paradise Valley 6401 E Lincoln Dr Paradise Valley, AZ 85003-1611	Contact: Jerry Copper O: (480) 348-3589	Job: Town of Paradise Valley - Pavement Preservation - 2016-2017 - 10 Various streets and common areas throughout commun Paradise Valley, AZ 85003	Date Written : 10/27/2016 Proposal Number : 73766-4 T-Line Number : UJ9A001RFW Project Consultant: Chance Cherry
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NOTES/DISCLAIMERS

This proposal excludes existing stripe obliteration. Additional charges may be applied resulting from circumstances beyond the control of Sunland Asphalt which prohibit the above mentioned work from being completed as scheduled. (i.e., unmoved vehicles, trailers, sprinklers, vandalism, etc.)

NOTE: IMPORTANT NOTICE: Due to the severe volatility of the world oil market, the price on this proposal is for work completed before 11/28/2016. If work is completed after this date, regardless of cause or fault, pricing will be adjusted to reflect material costs at the time of delivery to the project. All materials and work affected by the oil market are dependant on availability of materials and pricing at the time of completion of the work.

ACCEPTANCE OF PROPOSAL

TERMS: NET 15 DAYS

The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Sunland Asphalt may withdraw this proposal if not accepted within 30 days, or if pricing becomes invalid within the notice above.

Sunland Asphalt

Client

Authorized Signature : _____
 Name : Chance Cherry
 Designation : Project Consultant

Authorized Signature : _____
 Name : _____
 Date : _____

SUNLAND ASPHALT TERMS AND CONDITIONS

All materials guaranteed to be as specified. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, and delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. All jobs are subject to prelien.

Sunland Asphalt Terms and Conditions

Contractor hereby accepts the terms of the attached Contract subject to the provisions as defined on the Contract Agreement as well as the Owner's Agreement with the terms set forth in this Addendum. This Addendum is attached hereto and incorporated herein by reference. If any of the terms of the Contract are inconsistent with the terms of this Addendum, then this Addendum shall be controlling and the parties shall be bound by the terms and conditions of this Addendum.

1. PAYMENT

Contractor shall be paid a monthly progress payment within 15 days after receipt of the payment by the Owner for the value of work performed. Final payment, including all retention, shall be due 15 days after the work described in the Proposal is substantially completed. No provision of this agreement shall serve to void the Contractor's entitlement to payment for properly performed work.

2. INTEREST AND EXPENSES

All sums not paid when due shall bear an interest rate of 1 1/4% per month or the maximum legal rate permitted by law, whichever is less, and all costs of collection, including a reasonable attorneys' fee, shall be paid by Owner.

3. ATTORNEYS' FEES

In the event of litigation or collection efforts by Contractor, the prevailing party shall be reimbursed for its reasonable attorneys' fees, which shall include all costs that would normally be passed through to the client, specifically but not limited to research charges, travel costs, expert witness costs, copying costs, mailing costs, facsimile costs, had-delivery costs, Federal Express or Express Mail costs, taxable costs and disbursements.

4. CONTINUED PERFORMANCE

Nothing in this subcontract agreement shall require the Contractor to continue performance if timely payments are not made to Contractor for suitably performed work.

5. BACKCHARGES

No back charges or claim of the Owner for services shall be valid except by an agreement in writing by the Contractor before the work is executed, except in the case of the Contractor's failure to meet any requirement of the subcontract agreement. In such event, the Owner shall notify the Contractor of such default, in writing, and allow the Contractor reasonable time to correct any deficiency before incurring any cost chargeable to the Contractor.

6. WORK AREAS

Owner is to prepare all work areas so as to be acceptable for Contractor work under the contract. Contractor will not be called upon to start work until sufficient areas are ready to insure continued work.

7. TIME FOR PERFORMANCE

Contractor shall be given a reasonable time in which to commence and complete the performance of the contract. Contractor shall not be responsible for delays or default where occasioned by any causes of any kind and extent beyond its control, including but not limited to: delay caused by Owner, architect and/or engineers, delays in transportation, shortages of raw materials, civil disorders, labor difficulties, vendor allocations, fires, floods, accident hazardous waste or controlled substances and acts of God. Contractor shall be entitled to equitable adjustment in the subcontract amount for additional costs due to unanticipated project delays or accelerations. Contractor shall not be obligated to provide any labor or materials outside the scope of work unless Owner shall first agree in writing to equitably adjust the subcontract amount to be paid Contractor.

8. WORKMANSHIP

All workmanship is guaranteed against defects for a period of one year from the date of substantial completion of installation. This warranty is in lieu of all other warranties, express or implied, including any warranties of merchantability or fitness for a particular purpose. The exclusive remedy shall be that Contractor will replace or repair any part of its work which is found to be defective. Contractor shall not be responsible for special, incidental or consequential damages. Contractor shall not be responsible for damage to its work by other parties or for improper use of equipment by other Standard of industry practice and will override strict compliance and strict performance.

9. WORK HOURS

Work called for herein is to be performed during Contractor's regular working hours as agreed to by the Owner and the Contractor.

10. NOTICE

Any notice or written claim required by the contract documents to be submitted to the Owner, on account of charges, extras, delays, acceleration, or otherwise, shall be furnished within a time period, and in a manner to permit the Owner to satisfy the requirements of the contract documents, notwithstanding any shorter time period otherwise provided.

11. LIEN RIGHTS

Nothing in this agreement shall serve to void Contractor's right to file a lien or claim on its behalf in the event that any payment to Contractor is not timely made.

12. LABOR

Contractor shall not be bound by any of Owner's labor agreements (in whole or in part).

13. LIQUIDATED DAMAGES

The Owner shall make no demand for liquidated damages for delays in any sum in excess of such amounts as may be specifically named in this Addendum and no liquidated damages may be assessed against Contractor for more than the amount paid by the Owner for unexcused delays to the event actually caused by the Contractor.

14. SCHEDULE

Contractor shall submit a schedule to Owner, Owner will review and notify Contractor of any schedule conflict. If Contractor finds it necessary to change his schedule, owner will give his best effort to meet this change in schedule. Contractor shall not be penalized for non-performance and will be paid for work performed.

15. INSURANCE RESTRICTION

Notwithstanding any provision to the contrary, Contractor shall maintain the types and limitations on insurance as shown on the attached certificate of insurance. Contractor is not required to waive any claims or rights of subrogation against the Owner or any others for losses and claims covered or paid by Owner's workers compensation or general liability insurance. Acceptance of the Certificate of Insurance constitutes acceptance of the insurance of Contractor, including any additional insured requirements. In addition, Contractor shall not provide completed operations under an additional insured requirement.

16. INDEMNITY, HOLD HARMLESS RESTRICTION

Any indemnification or hold harmless obligation of the Contractor shall extend only to claims relating to bodily injury and property damage and then only to that part or proportion of any claim damage, loss or defect that results from the negligence or intentional act of the indemnitor or someone for whom it is responsible. Contractor shall not under any circumstance have a duty to defend. Nothing in this agreement shall require the Contractor to indemnify any other party from any damages including expenses and attorneys' fees to persons or property for any amount exceeding the degree Contractor directly caused such damages. Contractor shall not be responsible for fines or assessments made against Owner and Contractor. Contractor retains all rights of subrogation. Contractor will not indemnify anybody for any actions except for Contractor's own negligence and only in the proportional amount of their negligence.

17. RIGHT TO RELY

Contractor shall rely on plans, drawings, specifications and other information provided by Owner, Owner, Architect or representatives of each. Contractor assumes no risk for unknown or unforeseen conditions not evident from the plans, drawings, specifications or other information provided to Contractor.

18. HAZARDOUS WASTE

Contractor shall have no obligation to handle (that is, to remove, treat or transport) any substance which is considered hazardous waste or substance under state or federal law ("hazardous waste"). Handling hazardous waste shall be outside the scope of work of this agreement. Title to all hazardous waste shall remain with others and shall not be property of Contractor.

19. DISPUTE RESOLUTION

Final determination of contract compliance and all dispute resolutions shall be handled in the jurisdiction and venue of Maricopa County, Arizona, and be governed by the laws of Arizona.