

CITY CLERK ORIGINAL

C-8108
07/03/2012

CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is entered into this 3rd day of July, 2012, and is effective between the City of Glendale, an Arizona municipal corporation ("City"), and Visus Engineering Construction Inc., an Arizona corporation authorized to do business in the State of Arizona ("Contractor").

RECITALS

- A. City intends to undertake a project for the benefit of the public, with public funds, that is more fully set forth in **Exhibit A** attached ("Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project;
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Project.

- 1.1 Scope. Contractor will provide all services and material necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors, providers or consultants retained by City.
- 1.2 Project Team.
 - a. **Project Manager**. Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, to complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement.
 - b. **Project Team**.
 - (1) The Project Manager and all other employees assigned to the Project by Contractor will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.
 - c. **Sub-contractors**.
 - (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
 - (2) Contractor will remain fully responsible for Sub-contractor's services.
 - (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
 - (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

- 2. **Schedule**. The Project will be undertaken in a manner that ensures it is completed in a timely and efficient manner. If not otherwise stated in Exhibit A, the Project shall be completed no later than August 1, 2012.

3. Contractor's Work.

- 3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services and materials for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.
- 3.2 Licensing. Contractor warrants that:
- a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
 - b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.
 - (2) Contractor must notify City immediately if any Approval or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default of this Agreement.
- 3.3 Compliance. Services and materials will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, or other standards and criteria designated by City.
- 3.4 Coordination; Interaction.
- a. If the City determines that the Project requires the coordination of professional services or other providers, Contractor will work in close consultation with City to proactively interact with any other contractors retained by City on the Project ("Coordinating Entities").
 - b. Subject to any limitations expressly stated in the budget, Contractor will meet to review the Project, schedules, budget, and in-progress work with Coordinating Entities and the City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
 - c. If the Project does not involve Coordinating Entities, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.
- 3.5 Hazardous Substances. Contractor is responsible for the appropriate handling, disposal of, and if necessary, any remediation and all losses and damages to the City, associated with the use or release of hazardous substances by Contractor in connection with completion of the Project.
- 3.6 Warranties. At any time within two years after completion of the Project, Contractor must, at Contractor's sole expense and within 20 days of written notice from the City, uncover, correct and remedy all defects in Contractor's work. City will accept a manufacturer's warranty on approved equipment.
- 3.7. Bonds. Upon execution of this Agreement, and if applicable, Contractor must furnish Payment and Performance Bonds as required under A.R.S. § 34-608.

4. Compensation for the Project.

- 4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$21,780.00, as specifically detailed in **Exhibit B** ("Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified by the City.

- a. Adjustments to the Scope or Compensation require a written amendment to this Agreement and may require City Council approval.
- b. Additional services which are outside the scope of the Project and not contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

5. Billings and Payment.

5.1 Applications.

- a. Unless Exhibit B (Compensation) dictates otherwise, the Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Contractor and its Sub-contractors; and
 - (2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.
- c. Contractor will provide, by separate cover, and concurrent with the execution of this Agreement, all required financial information to the City, including City of Glendale Transaction Privilege License and Federal Taxpayer identification numbers.
- d. City will temporarily withhold Compensation amounts as required by A.R.S. § 34-221(C).

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

- a. Contractor will be equitably compensated any services and materials furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with Project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than

the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages.

- b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. Insurance.

7.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

- a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively "Contractor's Policies"), until each Parties' obligations under this Agreement are completed.
- b. General Liability.
 - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, products and completed operations, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- c. Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and 1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- e. Equipment Insurance. Contractor must secure, pay for, and maintain all-risk insurance as necessary to protect the City against loss of owned, non-owned, rented or leased capital equipment and tools, equipment and scaffolding, staging, towers and forms owned or rented by Contractor or its Sub-contractors.
- f. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
 - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- g. Certificates of Insurance.
 - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of

Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.

- (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.
 - (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under this Agreement.
- h. Other Contractors or Vendors.
- (1) Other contractors or vendors that may be contracted by Contractor with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular agreement.
 - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- i. Policies. Except with respect to workers' compensation and employer's liability coverages, the City must be named and properly endorsed as additional insureds on all liability policies required by this section.
- (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and acceptable to all parties.

7.2 Sub-contractors.

- a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.
- c. Contractor and Sub-contractors must provide to the City proof of Required Insurance whenever requested.

7.3 Indemnification.

- a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense," collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or

other person or firm employed by Contractor), whether sustained before or after completion of the Project.

- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.
- c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

7.4 Waiver of Subrogation. Contractor waives, and will require any Subcontractor to waive, all rights of subrogation against the City to the extent of all losses or damages covered by any policy of insurance.

8. **Immigration Law Compliance.**

- 8.1 Contractor, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 8.2 Any breach of warranty under subsection 8.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 8.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 8.1 above.
- 8.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 8.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.
- 8.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 8.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 8.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

9. **Conflict.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

10. **Foreign Prohibitions.** Contractor certifies under A.R.S. §§ 35-391 *et seq.*, and 35-393 *et seq.*, that it does not have, and during the term of this Agreement will not have, "scrutinized" business operations, as defined in the preceding statutory sections, in the countries of Sudan or Iran.

11. Non-Discrimination Policies. Contractor must not discriminate against any employee or applicant for employment on the basis of race, religion, color sex or national origin. Contractor must develop, implement and maintain non-discrimination policies and post the policies in conspicuous places visible to employees and applicants for employment. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section.

12. Notices.

12.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

- a. The Notice is in writing, and
- b. Delivered in person or by private express overnight delivery service (delivery charges prepaid), certified or registered mail (return receipt requested).
- c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier on or before 5:00 p.m.; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
- d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.
- e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

12.2 Representatives.

- a. Contractor. Contractor's representative ("Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Visus Engineering Construction, Inc.
Attn: Jeff Kerr
1831 North Rochester
Mesa, AZ 85205

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
Attn: Chris Lemka
5800 W. Glenn Drive
Suite 315
Glendale, Arizona 85301

With required copies to:

City of Glendale
City Manager
5850 West Glendale Avenue
Glendale, Arizona 85301

City of Glendale
City Attorney
5850 West Glendale Avenue
Glendale, Arizona 85301

- c. Concurrent Notices.
 - (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.

(2) A notice will not be considered to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

13. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

14. **Entire Agreement; Survival; Counterparts; Signatures.**

14.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

c. Any solicitation, addendums and responses submitted by the Contractor are incorporated fully into this Agreement as Exhibit A. Any inconsistency between Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

14.2 Interpretation.

a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

14.3 Survival. Except as specifically provided otherwise in this Agreement each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

14.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval.

14.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

14.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform to applicable law.

14.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

15. **Dispute Resolution.** Each claim, controversy and dispute ("Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.

16. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A Project

Exhibit B Compensation

Exhibit C Dispute Resolution

(The remainder of this page left blank intentionally. Signatures appear on the following page.)

The parties enter into this Agreement as of the date shown above.

City of Glendale,
an Arizona municipal corporation



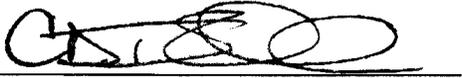
By: Jamsheed Mehta
Its: Executive Director, Transportation Services

ATTEST:



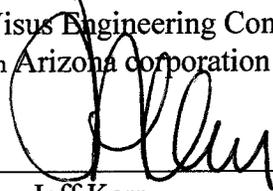
City Clerk (SEAL)

APPROVED AS TO FORM:



City Attorney

Visus Engineering Construction Inc.,
an Arizona corporation



By: Jeff Kerr
Its: Chief Executive Officer

WOMEN-OWNED/MINORITY BUSINESS [] YES [] NO

**EXHIBIT A
CONSTRUCTION AGREEMENT**

PROJECT

[See attached]



Transportation Department

DATE: May 4, 2012

TO: **Prospective Contract bidders**

FROM: **City of Glendale, Transportation Department**

SUBJECT: **6500 West Glendale Avenue – Pedestrian handicap and sidewalk installation work for new HAWK pedestrian crossing**

To Contractors:

The City of Glendale is soliciting qualified contractors to provide construction services for the following work:

- 1) Neat line saw-cut, removal, and haul off of sidewalk, curb and gutter.
- 2) Preparation of subgrade and installation of new handicap ramps, curb, gutter and sidewalk with decorative brick work.
- 3) Re-establish landscape grades install decorative rock and route existing and new irrigation drip watering systems as needed.

(See attached pedestrian crossing design sheet C-03. Please note: This work does not include any of the pedestrian signal and conduit work or any of the striping and signing work shown on the other plan sheets in the plan set. This work is limited to the items listed on the bid schedule.)

All bids must be received by the City of Glendale Transportation Department by Tuesday May 15, 2012. Bids can be sent via e-mail or dropped off at:

Address:

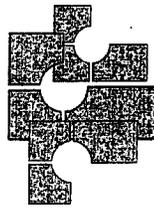
**City of Glendale Transportation Department,
5800 West Glenn Drive, Glendale, AZ 85301
Attention: Michael Godwin**

E-Mail:

**mgodwin@glendaleaz.com
or
clemka@glendaleaz.com**

CITY OF GLENDALE

GLENDALE, ARIZONA

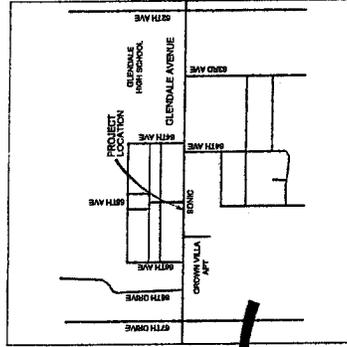
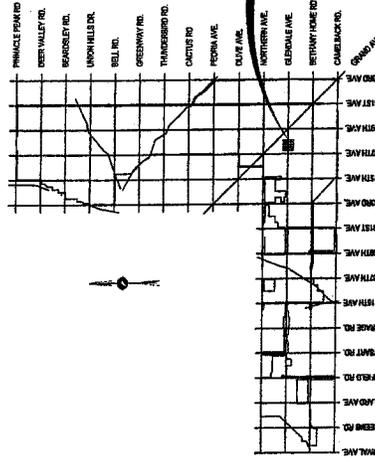


GLENDALE

GLENDALE AVENUE HAWK BEACON 64th Avenue to 66th Avenue

SHEET INDEX

SHEET NO.	COVER SHEET
C-01	COVER SHEET
C-02	GENERAL NOTES
C-03	ROADWAY PLAN
TS-01	HAWK BEACON PLAN
TS-02	HAWK BEACON POLE SCHEDULE AND CONDUCTOR SCHEDULE
SM-01	SIGNING AND MARKING GENERAL NOTES AND SIGN SUMMARY
SM-02	SIGNING AND MARKING PLAN



PLANS ACCEPTANCE

The City of Glendale accepts these plans for construction, as being in general compliance with plan preparation requirements of the City. Responsibility for the completeness and accuracy of the plans and related design resides with the Engineer and the Engineering Firm of Record.

RECORD DRAWING

I certify that the locations, elevations, depths and record drawing comments are correct and that the drawing filed conforms and materials actually used conform to the specifications and the contractors representations of the facilities as constructed.

NAME _____ DATE _____ (SEAL)
 REGISTRATION NO. _____ EXP. DATE _____
 REVD. BY: _____
 CONSTRUCTION ENGINEER

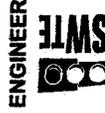
CITY MANAGER
ED BEASLEY

CITY CLERK
PAMELA HANNA

CITY ATTORNEY
CRAIG D. TINDALL

MAYOR
ELAINE M. SCRUGGS

CITY COUNCIL
NORMA ALVAREZ
JOYCE V. CLARK
STEVEN E. FRATE
YVONNE J. KNAACK
H. PHILIP LIEBERMAN
MANUEL D. MARTINEZ



ENGINEER
 SOUTHWEST TRAFFIC ENGINEERING, LLC
 3838 N. Central Ave., Suite 1810
 Phoenix, AZ 85012
 602.286.5376 (T7652)
 www.swte.com

[Signature] CITY ENGINEER
 DATE May 15, 2012

[Signature] TRANSPORTATION DIRECTOR
 DATE May 16, 2012

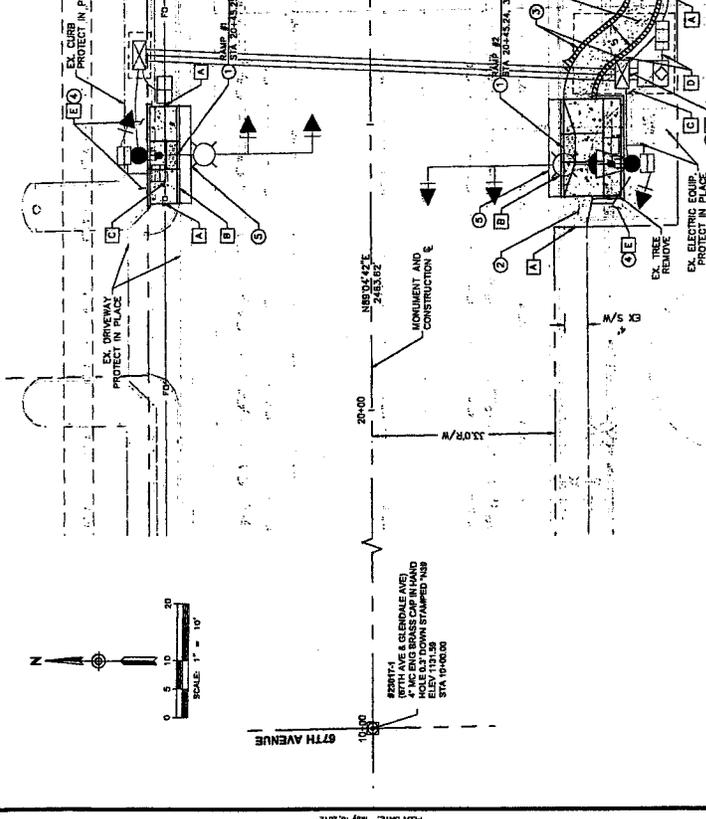
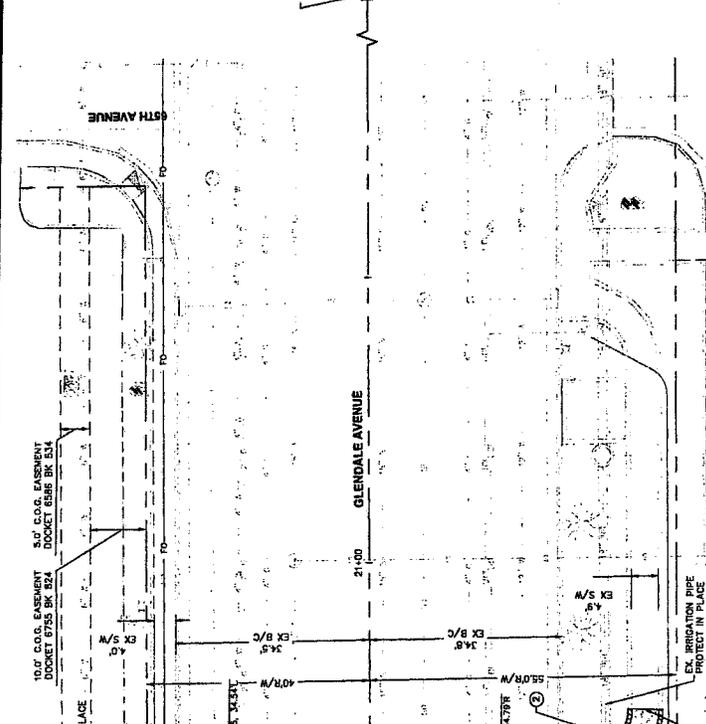


NO.	DESCRIPTION	QTY	UNIT
1	SIDEWALK RAMP	2	EA
2	PER MAG STD DET 235-5 (MODIFIED)	148	SF
3	PER MAG STD DET 235-5 (MODIFIED)	48	LF
4	RESTORE LANDSCAPING & IRRIGATION	1	LS
5	CONSTRUCTION NEAT LINE ADJACENT TO PAVEMENT	1	NPI

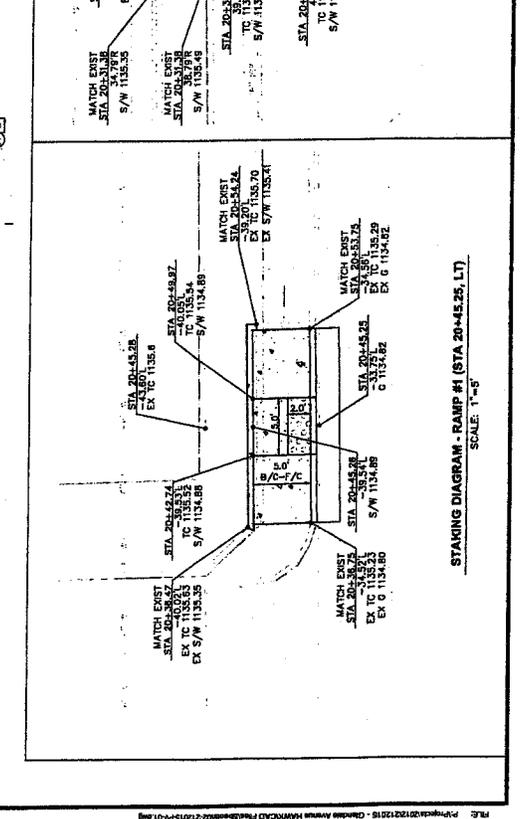
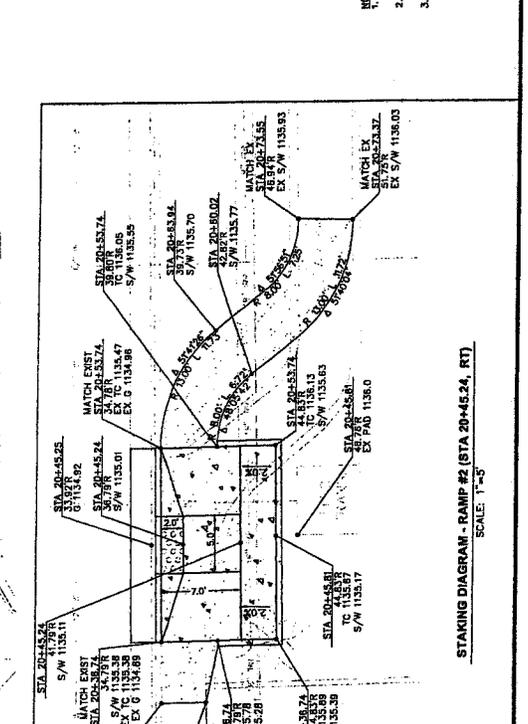
GLENDALE AVENUE HAWK BEACON
 64TH AVENUE TO 68TH AVENUE
 INTERSECTION IMPROVEMENTS

DATE	BY

REVISION/RELOCATION NOTES			
NO.	DESCRIPTION	QTY	UNIT
A	SAWCUT	31	LF
B	CONCRETE CURB	52	LF
C	SIDEWALK	298	SF
D	DECORATIVE BRICK	73	LF
E	REMOVE LANDSCAPING & IRRIGATION AS NECESSARY	1	LS



CONSTRUCTION NOTES			
NO.	DESCRIPTION	QTY	UNIT
1	TRAFFIC PLANS FOR STRIPING, MARKING AND BEACON DESIGN.		
2	CONCRETE SHALL BE FROM BACK OF CURB, UNLESS OTHERWISE NOTED.		
3	SINGLE CURB AND CONCRETE APRON, AS SHOWN, TO BE INCLUSIVE OF SIDEWALK RAMP CONSTRUCTION.		



GENERAL NOTES:

- THE CITY OF GLENDALE (COC) REQUIRES AT LEAST ONE INTERNATIONAL MANUCOAL SIGNAL ASSOCIATION (IMSA) LEVEL 1 AND ONE LEVEL 2 CERTIFIED TRAFFIC SIGNAL ENGINEER TO BE ON SITE DURING ALL PHASES OF ANY TRAFFIC SIGNAL WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE TRAFFIC SIGNAL ENGINEER'S RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE INSPECTED AND APPROVED TRAFFIC SIGNAL PLANS. THE JOB WILL BE SHUT DOWN IF A TRAFFIC SIGNAL ENGINEER IS NOT ON SITE.
- ALL TRAFFIC EQUIPMENT AND CONSTRUCTION SHALL CONFORM TO THE CITY OF GLENDALE STANDARD SPECIFICATIONS FOR TRAFFIC SIGNALS AND PROCEDURES AND STANDARD DRAWINGS.
- LOCATION OF UTILITIES SHOWN ON THIS PLAN ARE FOR REFERENCE ONLY. THE ENGINEER DOES NOT GUARANTEE THE ACCURACY OF THE UTILITIES. SOME UTILITIES MAY BE DELETED OR THE RESPONSIBILITY FOR THE CONTRACTOR TO CONTACT BLUE STAKE AND ALL UTILITIES AGENCIES PRIOR TO CONSTRUCTION.
- NEW CONDUIT RUNS SHALL BE PLACED BY JACKING OR BORING UNDER EXISTING PAVEMENT WITHOUT TRENCHING EXISTING PAVEMENT WITHOUT PRIOR APPROVAL OF CITY ENGINEER.
- CONTACT APPROPRIATE UTILITIES FOR UTILITY LOCATION PRIOR TO START OF CONSTRUCTION.
- ALL VEHICLE AND PEDESTRIAN INDICATIONS SHALL BE LEDS.
- ALL POLES, PULLBOX LOCATIONS, AND FOUNDATIONS VERIFIED BY THE CITY ENGINEER PRIOR TO CONSTRUCTION.
- ALL SURFACE MATERIALS, INCLUDING LANDSCAPING AND SPRINKLER SYSTEMS, THAT ARE DISTURBED BY CONSTRUCTION SHALL BE REPLACED IN KIND EQUAL TO OR EXCEEDING ORIGINAL CONDITIONS.
- CONTRACTOR TO FURNISH AND INSTALL FIBER OPTIC COMMUNICATIONS EQUIPMENT AND TERMINATE FIBER IN CABINET PER SPECIFICATIONS.
- THE CONTRACTOR SHALL OBTAIN ALL PERMITS PRIOR TO CONSTRUCTION.
- ANY WORK PERFORMED WITHOUT THE APPROVAL OF THE CITY ENGINEER SHALL BE AT THE CONTRACTOR'S RISK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
- THE CITY OF GLENDALE IS NOT RESPONSIBLE FOR DAMAGES TO UTILITIES IN CONNECTION WITH THIS CONSTRUCTION.
- ALL FIBER OPTIC CABLES, SPLICE KITS, JUMPER CABLES, AND EQUIPMENT SHALL BE PER CITY OF GLENDALE SPECIFICATIONS.
- CONTRACTOR MUST PROVE TO BE QUALIFIED TO WORK WITH FIBER OPTIC CABLE AND PROVIDE REFERENCES.
- ALL UNDERGROUND MATERIALS (INCLUDING CONDUIT, CABLES, AND GUTTERS) SHALL BE PROVIDED AND INSTALLED BY THE CONTRACTOR UNLESS OTHERWISE NOTED ON PLANS OR IN THE SPECIFICATIONS.
- INSTALL (2) HAWK BEACON WARNING SIGNS R10-23 (1) CENTERED BETWEEN SIGNAL HEADS AND (1) ABOVE SIGNAL HEAD ON VERTICAL POLE.

CONSTRUCTION NOTES:

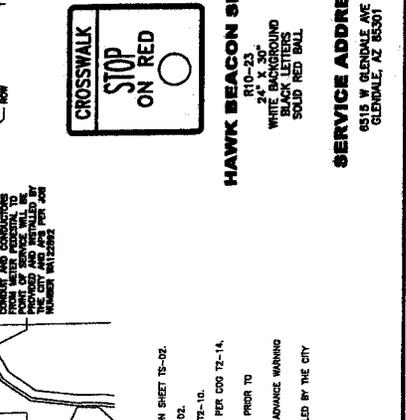
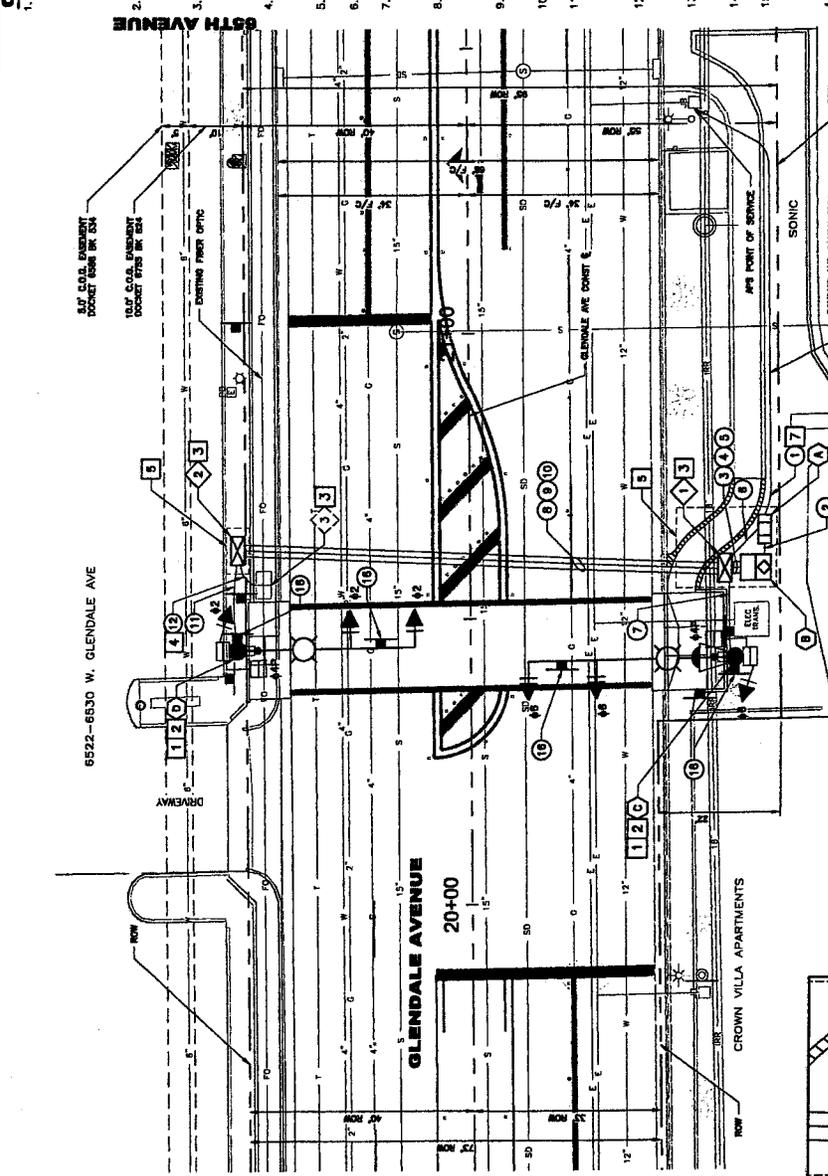
- CONTRACTOR TO FURNISH AND INSTALL SIGNAL POLE FOUNDATION PER COG TS-2. SEE POLE SCHEDULE ON SHEET TS-02.
- SIGNAL POLE AND MAST ARM TO BE INSTALLED PER COG TS-4. SEE POLE SCHEDULE ON SHEET TS-02.
- CONTRACTOR TO FURNISH AND INSTALL NO 7 FIBREGLASS PULL BOX WITH EXTENSION PER COG TS-7 AND TS-10.
- EXISTING NO 8 PULL BOX TO REMAIN. CONTRACTOR TO SWEEP NEW 3" CONDUIT INTO EXISTING PULL BOX PER COG TS-14. ALL WIRING AND SPLUSING SHALL BE PER COG TS-11.
- BORER PT LOCATIONS ARE SHOWN APPROXIMATE AND SHALL BE FIELD VERIFIED BY THE SIGNAL INSPECTOR PRIOR TO EXCAVATION. CONTRACTOR TO INSTALL BORE PITS PER COG TS-18.
- CONTRACTOR TO FURNISH AND INSTALL ADVANCE WARNING SIGNS 500' BEFORE HAWK BEACON. REFER TO ADVANCE WARNING SIGN ON SHEET SA-01.
- CONTRACTOR TO FURNISH AND INSTALL ADVANCE WARNING SIGNS 500' BEFORE HAWK BEACON. REFER TO ADVANCE WARNING SIGN ON SHEET SA-01.

CAUTION
 UNDERGROUND UTILITIES

SCALE: 1"=10'
 0' 5' 10' 20'

HAWK BEACON SIGNS
 R10-23
 24" X 30"
 WHITE BACKGROUND
 BLACK LETTERS
 SOLID RED BALL

SERVICE ADDRESS
 6522-6630 W. GLENDALE AVE
 GLENDALE, AZ 85301



LEGEND

- NEW UNDERGROUND CONDUIT AND CONDUCTORS
- EXISTING UNDERGROUND CONDUIT
- METER PEDESTAL
- CONTROLLER CABINET
- NO. 7 PULLBOX
- EXISTING NO. 9 PULLBOX
- TRAFFIC SIGNAL HEAD
- PEDESTRIAN HEAD
- PEDESTRIAN PUSH BUTTON
- CCTV CAMERA
- NEW CONDUIT RUN (SEE CONDUCTOR SCHEDULE)
- TRAFFIC SIGNAL (SEE POLE SCHEDULE)
- EXISTING PULLBOX (SEE PULLBOX SCHEDULE)
- PULLBOX (SEE PULLBOX SCHEDULE)
- CONSTRUCTION NOTE

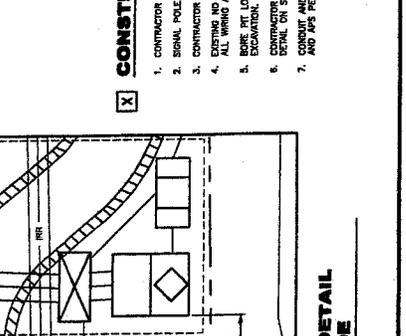
PULLBOX SCHEDULE

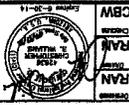
NO.	TYPE	LOCATION*
1	NO 7 W/EXT	STA 20+35 45' RT
2	NO 7 W/EXT	STA 20+63 42' LT
3	NO 9	EXISTING

* ALL STATIONING FROM E OF GLENDALE AVENUE. FIELD VERIFICATION OF ACTUAL LOCATIONS ARE TO BE FIELD VERIFIED BY THE TRAFFIC SIGNAL INSPECTOR PRIOR TO INSTALLATION.

CONSTRUCTION NOTES:

- CONTRACTOR TO FURNISH AND INSTALL SIGNAL POLE FOUNDATION PER COG TS-2. SEE POLE SCHEDULE ON SHEET TS-02.
- SIGNAL POLE AND MAST ARM TO BE INSTALLED PER COG TS-4. SEE POLE SCHEDULE ON SHEET TS-02.
- CONTRACTOR TO FURNISH AND INSTALL NO 7 FIBREGLASS PULL BOX WITH EXTENSION PER COG TS-7 AND TS-10.
- EXISTING NO 8 PULL BOX TO REMAIN. CONTRACTOR TO SWEEP NEW 3" CONDUIT INTO EXISTING PULL BOX PER COG TS-14. ALL WIRING AND SPLUSING SHALL BE PER COG TS-11.
- BORER PT LOCATIONS ARE SHOWN APPROXIMATE AND SHALL BE FIELD VERIFIED BY THE SIGNAL INSPECTOR PRIOR TO EXCAVATION. CONTRACTOR TO INSTALL BORE PITS PER COG TS-18.
- CONTRACTOR TO FURNISH AND INSTALL ADVANCE WARNING SIGNS 500' BEFORE HAWK BEACON. REFER TO ADVANCE WARNING SIGN ON SHEET SA-01.
- CONTRACTOR TO FURNISH AND INSTALL ADVANCE WARNING SIGNS 500' BEFORE HAWK BEACON. REFER TO ADVANCE WARNING SIGN ON SHEET SA-01.





DATE	REVISION

POLE SCHEDULE AND CONDUCTOR SCHEDULE
 GLENDALE AVENUE TO HAWK BEACON
 64TH AVENUE TO 68TH AVENUE

PROJECT NO.	
DATE	
BY	
CHECKED BY	
SCALE	
SHEET	13 OF 31

CABINET AND POLE SCHEDULE

NO.	REMARKS	ASSEMBLY NOTES	EQUIPMENT	LOCATION
1	NEW COG TYPE 0114 POLE (10-4)	SEE NOTE 1 SEE NOTE 2	TECO COG 0114	STA 20+44.8, 57' RT
2	NEW COG TYPE 0114 POLE (10-4)	SEE NOTE 7 R10-32	TECO COG 0114	STA 20+42.3, 44.8, 57' RT
3	NEW COG TYPE 0114 POLE (10-4)	SEE NOTE 7 R10-32	TECO COG 0114	STA 20+43.3, 41.5, 57' RT



LEGEND:
 NEW COG TYPE 0114 POLE (10-4)
 NEW COG TYPE 0114 POLE (10-4)
 NEW COG TYPE 0114 POLE (10-4)
 NEW COG TYPE 0114 POLE (10-4)

CONDUCTOR SCHEDULE

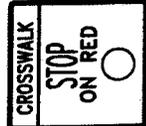
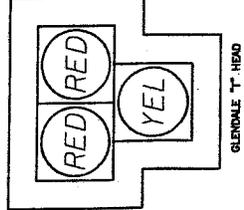
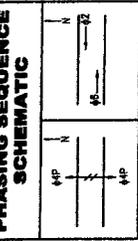
CONDUIT RUN NO.	1	2	3	4	5	6	7	8	9	10	11	12
CONDUIT SIZE (INCH)	2	2	2	2	2	2	2	2	2	2	2	2
1	1	1	1	1	1	1	1	1	1	1	1	1
2	1	1	1	1	1	1	1	1	1	1	1	1
3	1	1	1	1	1	1	1	1	1	1	1	1
4	1	1	1	1	1	1	1	1	1	1	1	1
5	1	1	1	1	1	1	1	1	1	1	1	1
6	1	1	1	1	1	1	1	1	1	1	1	1
7	1	1	1	1	1	1	1	1	1	1	1	1
8	1	1	1	1	1	1	1	1	1	1	1	1
9	1	1	1	1	1	1	1	1	1	1	1	1
10	1	1	1	1	1	1	1	1	1	1	1	1
11	1	1	1	1	1	1	1	1	1	1	1	1
12	1	1	1	1	1	1	1	1	1	1	1	1

CONSTRUCTION NOTES:

- FURNISH AND INSTALL METER PEDESTAL FOUNDATION PER COG STD 10-4, 15-12, AND 15-14 AND FOUNDATION PER 15-2.
- FURNISH AND INSTALL SIGNAL CONTROLLER FOUNDATION PER COG STD 10-4, 15-12, AND 15-14 AND FOUNDATION PER 15-2.
- PROVIDE AND INSTALL COG SIGNAL TYPE Q114 PER COG STD DET 10-4, 15-12, AND 15-14 AND FOUNDATION PER 15-2.
- FURNISH AND INSTALL ALL CONDUIT AND PULL BOXES.
- CONTRACTOR SHALL PROVIDE THE TRAFFIC SIGNAL, BUSSTOP AND ETHERNET SWITCH TO THE CITY OF GLENDALE (ITS STAFF FOR PROGRAMMING AT A MINIMUM OF 5 WORKING DAYS PRIOR TO INSTALLATION IN CABINET).
- CONTRACTOR TO FURNISH AND INSTALL TWO (2) SIDED, 8" LONG ILLUMINATED STREET NAME SIGN WITH THE TEXT "CROSSWALK" ON BOTH SIDES. CONTRACTOR TO PROVIDE SIGN PANELS TO CITY OF GLENDALE SIGN SHOP TO PUT TEXT ON PRIOR TO INSTALLATION.

CONSTRUCTION NOTES:

- FURNISH AND INSTALL TYPE II ADA PEDESTRIAN PUSH BUTTON PER COG STD DET 10-3. PUSHBUTTON SHALL BE MOUNTED FACING SIGN TO BE RISE. GLENDALE COUNT-DOWN PEDESTRIAN PUSH BUTTON SIGN T10-2.
- SIGNAL INDICATORS SHALL BE A GLENDALE "T" HEAD (THIS SHEET, ALL MATERIALS SHALL BE THE LATEST MANUFACTURED BY THE CITY OF GLENDALE SPECIFICATIONS. BACKPLATES SHALL BE CONTIGUOUS WITH NO OPEN GAPS. ALL SIGNAL SECTIONS AND SIGNAL HEADS SHALL BE FLAT BLACK ENAMEL. ALL SIGNAL HEADS SHALL HAVE LED INDICATORS. VISORS SHALL BE PER COG STD DET 10-2.
- PEDESTRIAN INDICATION SHALL BE LED COUNTDOWN STYLE PER COG STD DET 10-4.
- SIGNAL MOUNTING ASSEMBLIES TO BE TYPE II PER COG STD DET 10-4, TYPE V MOUNTING PER 10-2 AND SIGNAL HANGER PER 10-4.
- LUMINAIRE MAST ARM SHALL BE 12"X8" HIGH RISE ARM PER COG STREET LIGHTING STANDARDS DET AE.
- STREET LIGHT LUMINAIRE SHALL BE 250 WATT HIGH PRESSURE SODIUM COBRA HEAD FIXTURE PER COG STREET LIGHTING STANDARDS DET AE. SIGNS SHALL HAVE PHOTO ELECTRIC CONTROL ACCORDING TO THE COG STREET LIGHTING STANDARDS.
- INSTALL (2) HAWK BEACON WARNING SIGNS R10-23 (SEE DETAIL THIS SHEET) ON EACH SIGNAL MAST ARM (1) CENTERED BETWEEN SIGNAL HEADS AND (1) ABOVE SIGNAL HEAD ON VERTICAL POLE.
- INSTALL CCTV CAMERA ON POLE PER COG STD DET 11-3.



HAWK BEACON SIGNS
 24" X 30"
 WHITE BACKGROUND
 BLACK LETTERS
 SOLID RED BALL

1. ALL MATERIALS SHALL BE GLENDALE APPROVED FOR THIS SHEET. THE CITY OF GLENDALE WILL BE RESPONSIBLE FOR THE APPROVAL OF THE ACTUAL LOCATION AND SHALL BE HELD RESPONSIBLE BY THE CONTRACTOR FOR THE APPROVAL OF THE MATERIALS AND EQUIPMENT INSTALLATION.

2. ANY WORK PERFORMED WITHOUT THE APPROVAL OF THE CITY ENGINEER AND ALL WORK AND MATERIAL NOT IN ACCORDANCE WITH THE CITY SPECIFICATIONS SHALL BE REMOVED AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.

FILE NAME	
REVISION DATE	
PLATTING DATE	
DATE	

NO.	REVISION	DATE
1	ISSUED FOR PERMITS	05/17/2012
2	REVISED PER COMMENTS	05/17/2012
3	REVISED PER COMMENTS	05/17/2012
4	REVISED PER COMMENTS	05/17/2012
5	REVISED PER COMMENTS	05/17/2012
6	REVISED PER COMMENTS	05/17/2012
7	REVISED PER COMMENTS	05/17/2012
8	REVISED PER COMMENTS	05/17/2012
9	REVISED PER COMMENTS	05/17/2012
10	REVISED PER COMMENTS	05/17/2012

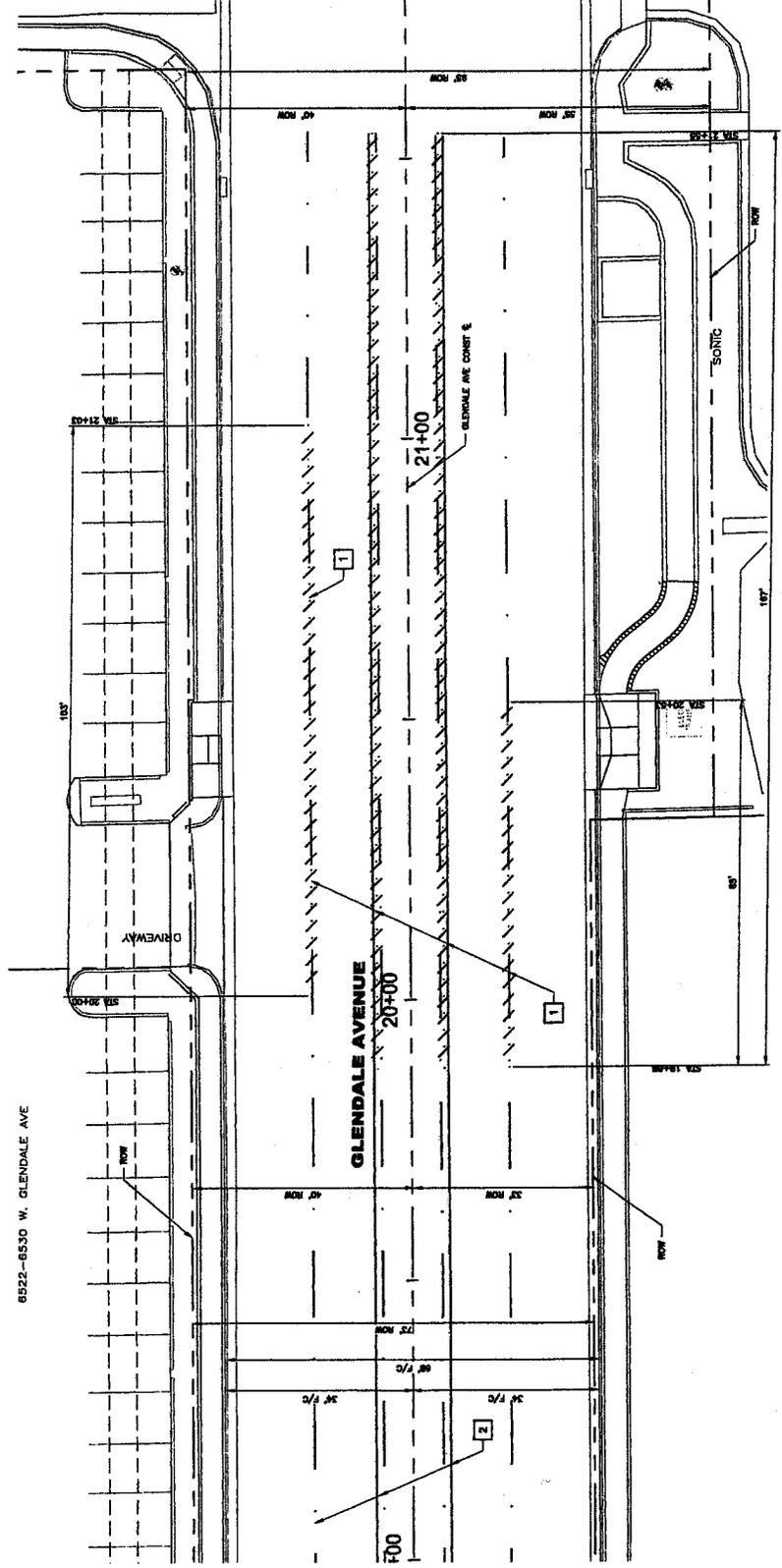
PAVEMENT MARKING REMOVAL PLAN SHEET
GLENDALE AVENUE HAWK BEACON
84TH AVENUE TO 86TH AVENUE

CAUTION
 UNDESIGNED UTILITIES

ALL UTILITIES SHOWN ON THIS PLAN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY. CONTRACTOR SHALL VERIFY ALL UTILITIES PRIOR TO CONSTRUCTION. ANY UNDESIGNED UTILITIES SHALL BE SHOWN ON A SEPARATE PLAN.

FILE NUMBER: GLENDALE/2012-05-17
 PLATTING DATE: 05/17/2012
 AUTOCAD FILE: 2012-05-17.dwg

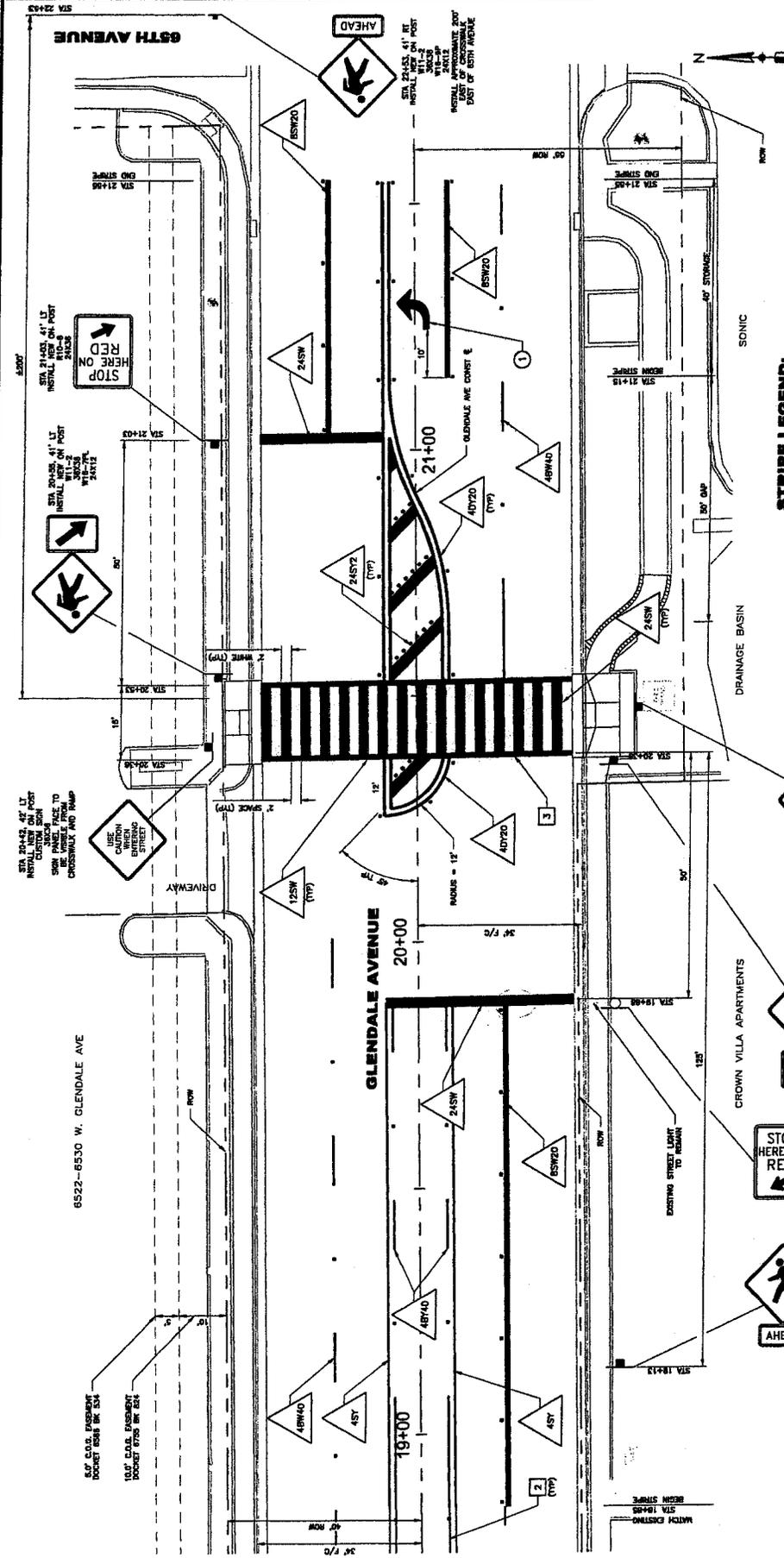
85TH AVENUE



- CONSTRUCTION NOTES:**
1. OBLITERATE EXISTING PAVEMENT MARKING BETWEEN STATIONS AS SHOWN ON PLANS.
 2. ALL OTHER EXISTING PAVEMENT MARKING AND SIGNAGE SHALL REMAIN UNLESS NOTED OTHERWISE.

- GENERAL NOTES:**
1. REFER TO GENERAL NOTES ON SM-01 FOR MORE INFORMATION.
 2. REFER TO SHEET SM-03 FOR PROPOSED PAVEMENT MARKING AND SIGNS.
 3. THE CONTRACTOR SHALL REMOVE ALL EXISTING PAVEMENT MARKINGS AND STRIPES IN CONFLICT WITH THE FINAL STRIPING PLAN BY ULTRA HIGH PRESSURE WATER (UHP/WATER (U.S.S.I.) THIS REMOVAL METHOD SHALL BE DONE IN CONFORMANCE WITH E.P.A. REQUIREMENTS. IF THE REMOVAL OF STRIPING CAUSES A DEPRESSION OF 1/8 INCH OR MORE, THE CONTRACTOR SHALL PATCH WITH SLURRY PER M.A.G. STANDARD SPECIFICATIONS 713 AND 715. TYPE TWO COVERSING EXISTING MARKINGS WITH BLACK PAINT, TAR OR ANY OTHER SUBSTANCE DOES NOT CONSTITUTE LINE REMOVAL AND WILL NOT BE APPROVED.

6522-6530 W. GLENDALE AVE



CAUTION
 UNRECORDED UTILITIES

SCALE: 1"=10'

STRIPE LEGEND:

4" SOLID YELLOW LINE	8" SOLID WHITE LINE WITH TYPE 'D' RPMS AT 20' SPACING
4" BROKEN YELLOW LINE WITH A 10' LINE SEGMENT AND A 30' GAP WITH TYPE 'D' RPMS AT 40' SPACING	12" SOLID WHITE LINE
4" BROKEN WHITE LINE WITH A 10' LINE SEGMENT AND A 30' GAP WITH TYPE 'D' RPMS AT 40' SPACING	24" SOLID WHITE LINE CROSSWALK & STOP BAR
4" SOLID DOUBLE YELLOW LINE WITH TYPE 'D' RPMS AT 20' SPACING	24" SOLID WHITE LINE WITH TYPE 'D' RPMS AT 2' SPACING

- GENERAL NOTES:**
- REFER TO GENERAL NOTES ON SM-01 FOR MORE INFORMATION.
 - SEE SHEET TS-01 AND TS-02 FOR ALL SIGNS LOCATED ON THE HAWK BEACON POLES AND MUST ARMS.
- CONSTRUCTION NOTES:**
- RESTRIPE ALL PAVEMENT MARKINGS BETWEEN STA 18+85 AND 21+55 PER THIS SHEET. REFER TO SHEET SM-02 FOR OBLITERATION OF EXISTING PAVEMENT MARKING.
 - ALL OTHER EXISTING PAVEMENT MARKING AND SIGNAGE SHALL REMAIN UNLESS NOTED OTHERWISE.
 - INSTALL HIGH VISIBILITY CROSSWALK PER ADOT SIGNING AND MARKING STANDARDS DRAWING NO. M-2.

For questions please contact Michael Godwin or Chris Lemka at 623-930-2940.

The next sheet contains the itemized bid tab with the proposed quantities.

Please provide prices for each bid item in the format that is listed and a total of each bid item price. At the bottom include sales tax and provide a grand total of the complete bid price with a 10% contingency.

Other Items to be noted:

- Contractor to work with property owners and businesses on site to maintain access and provide parking availability to business and property owners at all times.
- Contractor to provide pedestrian access at all times around work zone by using cold patch asphalt walkways where needed per the City of Phoenix Barricade Manual.
- Estimated construction time 7 days. Construction is scheduled around the June 25, 2012.

Other Items to be included:

- Current Register of Contractors Name and license number _____
- Contractors Insurance company name and Policy number _____

**** Review the attached contract template that will need to be accepted and signed by the selected contractor. Please do not submit a cost to perform the work if your company can not agree to the terms and conditions outlined in the city contract.**

**EXHIBIT B
CONSTRUCTION AGREEMENT**

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Payment will be made by quantities verified by the city and unit cost on the bid sheet in response to the Invitation for Bids dated May 8, 2012.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$21,780.00.

DETAILED PROJECT COMPENSATION

See Attached Bid

Engineer's Opinion of Probable Cost
 HAWK Beacon Pedestrian Crossing - Glendale Ave
 City of Glendale Project

Visus Engineering Const. Inc. 100% Submittal
 May 2, 2012

ITEM NO	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	Construction Surveying and Layout	L.SUM	1	300	300
2	Mobilization (%)	L.SUM	1	500	500
3	Concrete Sidewalk, MAG Std. Det. 230	SQ.FT.	145	5-	725
4	Sidewalk Ramp, MAG Std. Det. 236-3 (Modified)	EACH	2	3000	6000
5	Sawcut	LF	31	9-	279-
6	Remove Decorative Brick	LF	73	2-	146-
7	Remove Concrete Curb	LF	52	5-	260-
8	Remove Concrete Sidewalk	SQ.FT.	288	6-	1788-
9	Remove Landscape and Irrigation	L.SUM	1	1750-	1750-
10	Decorative Brick Pavers	LF	48	7-	336-
11	Restore Landscape & Irrigation	L.SUM	1	766-	766-
12	Traffic Control	L.SUM	1	5000-	5000-
13	Temporary asphalt for pedestrian access	L.SUM	1	150	150
<i>SUBTOTAL WITH TAXES INCLUDED</i>					<i>18,000</i>

Robertson Simon		
Contingent	10%	1800-
Construction Engineering	10%	1980-
TOTAL ESTIMATED CONSTRUCTION COST		21,780-

OK 21,780-

**EXHIBIT C
CONSTRUCTION AGREEMENT**

DISPUTE RESOLUTION

1. Disputes.

- 1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
 - a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
 - b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
 - c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
 - a. The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
 - b. The arbitrator selected must be an attorney with at least 15 years experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.
- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.
- 2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently

alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.

2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.

4. **Exceptions.**

4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third party who is not obligated by contract to arbitrate disputes with City and Contractor.

4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.

4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.