



AGENDA

BOARD OF DIRECTORS SPECIAL MEETING

Wednesday, October 20, 2021 - 2pm

West Center Auditorium / Zoom

Directors: Mike Zelenak (President), Nina Campfield (Vice President), Ted Boyett (Secretary), Donna Coon (Treasurer), Mark McIntosh (Assistant Secretary), Randy Howard (Assistant Treasurer), Kathi Bachelor, Carol Crothers, Christine Gallegos, Connie Griffin, Bart Hillyer, Bev Lawless, Scott Somers (non-voting)

<u>AGENDA TOPIC</u>	<u>PRESENTER</u>	<u>EXHIBIT</u>	<u>ACTION</u>
1. Call to Order / Roll Call – Establish Quorum	Zelenak		
2. Adopt Agenda	Zelenak	Y	Y
3. New Business			
A. Award of Contract for East Center Pool	Jund	Y	Y
4. Member Comments			
5. Adjournment			



Green Valley Recreation, Inc.
Special Board of Directors Meeting

Prepared By: David Jund, Facilities Director **Meeting Date:** October 20, 2021

Presented By: David Jund, Facilities Director **Consent Agenda:** No

Originating Committee / Department: Facilities Department

Action Requested: Award contract to Cimarron Circle Construction Company to construct a replacement swimming pool, spa and deck at East Center for an amount not to exceed \$1,130,548.

Strategic Plan Focus Area: Goal #1

Background Justification:

At the May 26, 2021, regular Board of Directors' meeting, the Board directed staff to pursue finalizing construction/bid documents, seek proposals for the construction of the East Center Pool Replacement Project, and present submitted proposals to the Board of Directors for consideration and award.

On September 2, 2021, Invitations to Bid were sent out to three (3) qualified commercial swimming pool contractors. September 16, 2021, was set as the deadline for the submission of bids by the contractors.

By the deadline of 2:00 p.m. on October 4, 2021, GVR received 2 bids proposals and one "No Bid" in response to the invitations to bid.

Cimarron Circle Construction Company submitted a proposal of \$1,037,00 plus applicable sales tax. An added design option for pool and spa salt chlorine generator systems was listed as \$23,850 plus tax.

Shasta Industries Inc. submitted a proposal of \$1,245,700 (including prime contracting tax). An added design option for pool and spa salt chlorine generator systems was listed as \$42,500.

Pools by Design tendered a “No Bid” in response to the RFP.

After contacting references provided with each bid proposal, reviewing completed commercial projects and assessing the submitted total costs of each contractor’s proposal, staff recommends awarding the contract to Cimarron Circle Construction Company.

Based on high interest and numerous member requests for “salt” pools and spas, staff recommends including the salt chlorine generator bid option to the project.

Fiscal Impact:

Cimarron Circle Construction Company’s bid proposal is for \$1,037,000 not including taxes with a bid option for salt generator systems for the pool and spa (recommended) at \$23,850. With a prime contracting tax rate of 6.57%, the estimated project is \$1,130,548.

Staff will work with the designers and contractor to identify possible ways to reduce the estimated cost of the project by value engineering out expense of products, certain physical aspects of the pool design and reduction in amenities. Examples of possible reductions with potential project savings may be found by:

- Removal of the “L” portion of the pool.
- Decreasing the full depth of the pool from 8’6” to 6’.
- Omitting the 4 pole lights, columns and foundations. Replace with fence mounted LED area lighting fixtures.
- Reducing the number of deck mounted shade structures by 1 or 2.

In addition, MRR funded components such as the concrete deck, pool and spa tile, interior finish (plaster) of the pool and spa, replacement equipment (heating, circulation and sanitization) and wrought iron fencing/gates may be applied to offset the project costs. The estimated amount from the MRR may be between \$250,000 and \$300,000.

Board Options:

1. Award Cimarron Circle Construction Company the contract to construct the replacement pool, spa and deck at East Center with direction to staff to pursue value engineering cost saving measures (with Board approval).

Construction to begin December 1, 2021, with an estimated September 2022 project completion date.

2. Direct staff to pursue further proposals from qualified commercial swimming pool contractors and present submitted proposals to the Board of Directors for consideration and award.
3. Provide alternative direction to staff

Staff Recommendation:

Option #1

Recommended Motion:

Move to award the construction contract to replace the pool, spa and deck at East Center to Cimarron Circle Construction Company based on their submitted bid proposal received on October 4, 2021 for an amount not to exceed \$1,130,548

Attachments:

1. East Center Pool Replacement Bid Proposal package – Cimarron Circle Construction Company
2. East Center Pool Replacement Bid Proposal package – Shasta Industries, Inc.
3. No Bid Statement from Pools by Design
4. GVR Service and Replacement Contract – EC Pool Replacement Project

In accordance with the Project Specifications and Contract Documents, the undersigned bidder certifies that:

1. They have examined the Contract Documents, site of work and is familiar with the conditions to be met, submits the following proposal for furnishing the materials, equipment, labor and everything necessary for the completion of the work listed including bonds, taxes, insurance, permits and assessments. The Bidder agrees to execute the Contract Documents and furnish the required bonds and certificates of insurance for the completion of said work at the locations and for the purpose set forth in the Contract Documents.
2. They understand that construction of this project shall be in accordance with all applicable building and health codes, and any applicable O.S.H.A. standards or regulations.
3. They agree to guarantee their bid prices for a period of one hundred twenty (120) days from the bid date.
4. They agree that upon notice of award from Green Valley Recreation, Inc. or its agents, they will execute the Contract Documents within seven (7) calendar days.
5. All work shall be completed within the time frame specified in the Special Conditions for each phase of work, beginning the day following the starting date specified in the Notice to Proceed. The time allowed for completion of the work includes lead-time for obtaining the necessary materials and/or equipment.
6. They agree to guarantee their work for a period of one (1) year after final acceptance.
7. Failure to properly and completely fill in all blanks may be cause for rejection of this proposal
8. In submitting this bid, the Bidder certifies that the Bidder does not discriminate on the basis of age, race, color, creed, pregnancy, religion, national origin, ancestry, disability, marital status, sex, sexual orientation, gender identity, physical characteristic or other unlawful basis of discrimination.

The Bidder hereby acknowledges receipt of and agrees their proposal is based on the following addenda:

Addendum Number

None	

Cimarron Circle Construction Company

Contractor

Signed By: (Contractor's Authorized Rep.)

Vice President

Title

9-16-21

Date

INFORMATION REGARDING THE BIDDER

1. Name of Bidder: Cimarron Circle Construction Company

(Individual/Firm/Corporation)

Address: 4325 E Grant Rd., Tucson, AZ 85712

Telephone: (520) 881-2777 FAX: (520) 881-2779

E-mail Address: Tim@cimarroncircle.com

2. Please provide the following information concerning work that you have done within the last five (5) years which is similar to the Bid work.

FOR WHOM PERFORMED	CONTRACT AMOUNT	DATE COMPLETED	CONTACT'S NAME/ TELEPHONE NUMBER
Rancho Sahuarita	\$900,000	Feb. '21	Mike Bowman (520) 299-8766
Saguaro Trails	\$750,000	Nov. '20	Scott Kolt (520) 664-4811
Saguaro Bloom (Block 1)	\$300,000	Sept. '20	James Gaulin (520) 419-2472
Maingate Project	\$1,000,000	Sept. '20	Traci Wendelboe (605) 206-0000
District at Chandler	\$275,000	Aug. '20	Brian Silverstein (847) 528-2344

3. Please provide at least three references, including any Arizona non-profit or governmental units or agencies for whom you have worked on a similar project. Include the name and telephone number of your contact with each reference.

Alex Altman (602) 908-3455

Dave Gigger (602) 326-8547

Gilbert Contreras ((520) 270-0482

Jerry Cook (206) 305-1947

4. Identify all subcontractors that you intend to use in performing the work under the Contract and specify the work each is expected to perform.

Excavation - Desert Sky Excavating

Concrete Work - J.M. Fitzgerald

Pool Plaster - Cal Plastering

Dated this 16th day of September, 2019.

Name of Bidder: Cimarron Circle Construction Company

By:

Printed Name: Tim Freeman

Title: Vice President



4325 EAST GRANT ROAD • TUCSON, ARIZONA 85712
(520) 881-2777 • (520) 881-2779 FAX

PROPOSAL

TO: David Jund



JOB: East Center Pool Replacement Project, RFP GVR-EC-04-2021

7 S. Abrego Drive

Green Valley, AZ 85614

We propose to construct the pool, spa, decking and associated equipment per plans supplied by AquaDesign, dated 8-9-21, referencing sheets SP-001 thru SP-503 and E0.0 thru E2.1.

POOL SPECIFICATIONS

Pool size: 30' x 48' x 60'

Pool depth: 3'-0" to 8'-6" deep

Pool perimeter: Approx. 216 lineal feet

Pool area: Approx. 2250 square feet

Capacity: Approx. 94,000 gallons



POOL AND SPA
CONSTRUCTION

LANDSCAPE
DESIGN & CONSTRUCTION

POOL AND LANDSCAPE
MAINTENANCE

ROC A-09 075823 • ROC B-05 051312 • ROC C-21 137197 • ROC A-21 137196

www.cimarroncircle.com

SPA SPECIFICATIONS

Spa size: Approx. 7' x 17'

Spa depth: 3'-6" deep

Spa perimeter: 48 lineal feet

Spa area: 119 square feet

Capacity: Approx. 2240 gallons

EXCAVATION

Lay-out pool/spa based on current plan

Over-Excavate the pool/spa per plan and haul spoils to stockpile/staging area in parking lot (Temporary construction fence and wattles to meet SWPP are included)

Backfill and compact pool to required depth (testing provided by GVR)

Form pool/spa and re-excavate as required

Access for trucks/equipment from pool to staging area over the golf course to be provided by GVR

PLUMBING

All underground pool piping to be schedule 40 as noted per plans

Piping inside of equipment room to be schedule 80

Piping on the discharge side of the heaters, shall be CPVC

Plumbing to be installed per sheets SP102 and SP-111

Pressure test plumbing to a minimum of 35 psi and maintain 25 psi

Install new gas piping over roof to new pool heaters

STRUCTURAL

Install #4 rebar throughout pool and spa per plans

Pour pool/spa floor with 4000 psi concrete

Shotcrete pool and spa walls with 4000 psi shotcrete mix

Shotcrete nozzleman to be ACI Certified

Aquron/waterproof pool shell

Pop-outs in shotcrete to be installed for handicap lifts

Access for boom pump/shotcrete pump and redi-mix trucks over the golf course to the pool area to be provided by GVR

ELECTRICAL

Install all pool lights, junction boxes, conduits per pool plan.

Demo existing electric per sheet ED1.0

Install new exterior lighting per sheet E1.0 (**\$10,000 allowance provided in bid for light pole footings**)

Install new equipment room lighting per sheet E1.1

Wire/bond pool equipment per sheet E2.1

BACKFILL AND GRADING

Strip pool forms and clean up pool area

Backfill and compact around exterior of pool shell (**testing provided by GVR**)

Install 4" deck drain piping to daylight

Backfill and compact all pool trenches

Haul any excess spoils off-site

Access for trucks/equipment from pool to staging area over the golf course to be provided by GVR

TILE

Install 6" x 6" standard waterline tile on pool/spa (\$6.00 per sq. ft. allowance included)

Install 2" x 2" tile for swim lane, break line and step trim per plans.

Install depth marker tiles at waterline

DECKING

Set 4" Daldorado Deck Drain around perimeter of pool per plan

Install (8) 12" x 12" drop boxes connected to drainpipe (Deduct \$5750 VE option available if standard spouts are installed vs. dropboxes)

Install 4" AB subbase in deck area

Install cantilever form at pool/spa edge

Preset and bond rail anchors, lift anchors and install equipotential bonding loop

Pour approx. 6000 sq. ft. of broomed colored concrete

Repour slab and housekeeping pads in equipment room

Access for boom pump and redi-mix trucks over golf course to the pool area to be provided by GVR

FENCE/WALLS/ACCESSORIES

Construct new 6' tall CMU wall around pool equipment with stucco and paint (on exterior only)

Construct (4) 6' columns with paint and stucco (\$10,000 allowance included in this proposal for footings to support light poles mounted to columns – engineering (by others) for footings is a deferred submittal)

Remove existing chink link fence and install new 6' tall fence with 1" mesh from new equipment wall to tennis courts

Install approx. 187' of new 6' tall wrought fence (fence and gates between pool and clubhouse to remain)

Install new gate at pool equipment room

Install (3) Gorillabrella shade structures (\$7500 allowance for footings included in this proposal – shade structure engineer to provide footing calculations once a contract is awarded)

INTERIOR FINISH

Prepare pool/spa surface to accept interior finish

Seal (Aquabond) all penetrations in pool/spa shell

Apply Sparkle Quartz "Kool White" finish on pool/spa interior

Fill pool/spa (water to fill pool to be provided by GVR)

START UP AND TRAINING

Start-up equipment and balance water chemistry

Set up and install handicap lift and rail goods

Coordinate and provide final acceptance by local health department

Provide training of new equipment to GVR staff

EQUIPMENT

Supply and install the pool/spa equipment per plans provided referencing sheets SP-101 and SP-102

Cost for pool, spa, equipment, decking, electrical and fence/walls ----- \$ 994,000.00

Installation cost for (3) Gorillabrella Shade Structures ----- \$ 43,100.00

Total Project Bid (per above specs) ----- \$1,037,000.00*

*plus applicable sales tax

Other options:

Install ChlorKing Salt system on pool and spa -----\$23,850.00 ** (plus tax)

** Salt not recommended on unseal concrete decks, due to the salt etching the concrete.

PROPOSAL PREPARED BY: Tim Freeman (Vice President) Date: 9-16-21

PROJECT SCHEDULE/DURATIONS

Excavation/Form Work -----	1 month
Structure (plumbing, rebar, shotcrete, etc.) -----	2 months
Walls/Footings/Underground -----	1 month
Decking/Equipment Room Slab -----	1 month
Equipment Room set-up -----	1 month
Fence/Finish Touches/Shade Structure -----	1 month
Labor/Material shortages and delays -----	1 month
Plaster/Chemical Balancing/Inspections -----	<u>1 month</u>
Total Project Duration-----	9 months

Note: Due to the current labor shortage and global supply chains issues related to COVID 19, Cimarron Circle Construction will not agree to any liquidated damages on any projects currently.

Specifically Excluded:

- Temporary electricity and water
- Water to fill the pool/spa
- Landscaping
- Plans, engineering and permits



BID PROPOSAL FORM

**PROJECT: East Center Pool Replacement GVR-EC-04-2021
Green Valley Recreation, Inc.**

Green Valley Recreation, Inc.
Facilities Department
1070 S. Calle de las Casitas
Green Valley, AZ 85614

Bid Due Date: September 16, 2021
Time 2:00 p.m.

Shasta Industries, Inc. dba Shasta Pools & Spas

Name of Bidding Contractor

Curt Lonsdale

Name of individual authorized to bind the Bidder

3750 West Indian School Road

Address

Phoenix, Arizona 85019

City, State & Zip

480-776-0155

Telephone

N/A

Fax

80052 B-1 (General Commercial Contractor), 076624 A-19 (general Commercial Swimming Pools, Inc. Solar)

License Number

86-6054268

Federal I.D. Number

07014797

Arizona Sales Tax Number

In accordance with the Project Specifications and Contract Documents, the undersigned bidder certifies that:

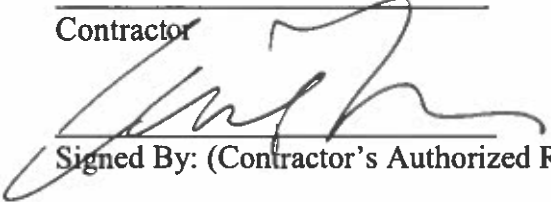
1. They have examined the Contract Documents, site of work and is familiar with the conditions to be met, submits the following proposal for furnishing the materials, equipment, labor and everything necessary for the completion of the work listed including bonds, taxes, insurance, permits and assessments. The Bidder agrees to execute the Contract Documents and furnish the required bonds and certificates of insurance for the completion of said work at the locations and for the purpose set forth in the Contract Documents.
2. They understand that construction of this project shall be in accordance with all applicable building and health codes, and any applicable O.S.H.A. standards or regulations.
3. They agree to guarantee their bid prices for a period of one hundred twenty (120) days from the bid date.
4. They agree that upon notice of award from Green Valley Recreation, Inc. or its agents, they will execute the Contract Documents within seven (7) calendar days.
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6. They agree to guarantee their work for a period of one (1) year after final acceptance.
7. Failure to properly and completely fill in all blanks may be cause for rejection of this proposal
8. In submitting this bid, the Bidder certifies that the Bidder does not discriminate on the basis of age, race, color, creed, pregnancy, religion, national origin, ancestry, disability, marital status, sex, sexual orientation, gender identity, physical characteristic or other unlawful basis of discrimination.

The Bidder hereby acknowledges receipt of and agrees their proposal is based on the following addenda:

	<u>Addendum Number</u>
Extension of Deadline for Proposal Submission, (September 17, 2021)	N/A
N/A	N/A

Shasta Industries, Inc., Curt Lonsdale

Contractor



Signed By: (Contractor's Authorized Rep.)

Division Manager

Title

October 4, 2021

Date

INFORMATION REGARDING THE BIDDER

1. Name of Bidder:

Shasta Industries, Inc. dba Shasta Pools and Spas

(Individual/Firm/Corporation)

Address: 3750 West Indian School Road, Phoenix, Arizona 85019

Telephone: 480-776-0155

FAX: N/A

E-mail Address: curt@hydrocon.com

2. Please provide the following information concerning work that you have done within the last five (5) years which is similar to the Bid work.

FOR WHOM PERFORMED	CONTRACT AMOUNT	DATE COMPLETED	CONTACT'S NAME/ TELEPHONE NUMBER
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Goodyear Rec. Center/Sun Eagle, \$5,308,373.26, May 2021, John Alvarez (480-501-4455)

Coolidge Aquatic Center/Haydon, \$2,007,403.00, May 2021, Steve Quigley (480-521-8751)

Eastside Regional Park/Sundt, \$5,646,327.29, August 2020, Jon Schwab (602-757-6539)

Desert Diamond Casino/AECOM-PENTA, \$2,745,822, January 2020, Mark Abraham (602-358-5070)

Ak Chin Casino/AR Mays, \$1,737,246.88, April 2019, Tim Thorsen (480-886-1154)

RH Johnson Aquatic Center/ForeSite, \$1,120,750.00, July 2017, Dave Holt (602-810-8755)

McClintock H.S. Pool Replacement/Sun Eagle, \$1,586,523.04, July 2017, John Alvarez (480-501-4455)

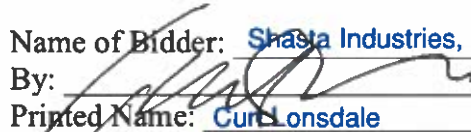
3. Please provide at least three references, including any Arizona non-profit or governmental units or agencies for whom you have worked on a similar project. Include the name and telephone number of your contact with each reference.

<u>City of Scottsdale - Ken Shoup - 480-258-4751</u>	<u>City of Glendale - Tim Rastedt - 909-919-5470</u>
<u>City of Phoenix - Scott Coughlin - 602-228-0897</u>	<u>City of Surprise - Daniel Luvisi - 623-222-2251</u>
<u>City of Mesa - Ryan Yee - 480-487-3580</u>	<u>City of Chandler - Mark Foote - 480-510-9586</u>
<u>Town of Gilbert - Sean Carlin - 480-503-6250</u>	<u>Arizona State University (ASU) - Justin Kern - 480-965-8924</u>

4. Identify all subcontractors that you intend to use in performing the work under the Contract and specify the work each is expected to perform.

ACT Rebar (Reinforcing Steel), Industrial West Electric (Electrical), DSE Shotcrete (Shotcrete),
Spartan Concrete (Deck & Poured Concrete), Cal Plastering (Interior Finish),
Shade Industries (Shade Structures)

Dated this 4th day of October, 2021.

Name of Bidder: Shasta Industries, Inc. dba Shasta Pools & Spas
By: 
Printed Name: Curt Lonsdale
Title: Division Manager



Monday, October 4, 2021

David Jund | Facilities Director
Green Valley Recreation, Inc.
1070 South Calle De Las Casitas
Green Valley, Arizona 85614
Phone: 520-625-3440 x7212
Email: djund@gvrec.org

EAST CENTER POOL REPLACEMENT
CONSTRUCTION OF NEW COMMERCIAL POOL, SPA & DECK
7 SOUTH ABREGO DRIVE, GREEN VALLEY, ARIZONA 85614
GVR PROJECT #GVR-EC-04-2021

POOLS TO BE CONSTRUCTED:

	Pool	Spa		Pool Deck
Surface Area:	2,250 SF	119 SF	Deck Area:	6,012 SF
Perimeter:	216 LF	48 LF	Material:	4" 3000 PSI over 4" ABC
Depth Profile:	3FT x 8.5FT	3.5FT	Finish:	Medium Broom Finish
Volume:	94,000 GAL	2,240 GAL	Color:	Davis Color – San Diego Buff
Turnover Rate:	320 GPM	90 GPM	Pool Edge:	3.5" Stegmeier

SCOPE OF WORK

1. GENERAL

- Proposal is based on the RFP bid package provided on September 2, 2021, via *email*, and includes all equipment and materials, detailed herein, as specified in the bid documents.
- Prime contracting sales tax is included.
- Public liability, negligence, damage, and worker’s compensation insurance.
- Payment and performance bond **is not included** in base bid (available at **1.5%**).
- Proposal includes full-time onsite supervision while work is being performed on site by Shasta Industries.
- Pricing is inclusive of all travel and lodging, as required for the proposed scope of work, for Shasta’s employees and applicable subcontractors.
- Construction duration is estimated to take no longer than 36 weeks, weather permitting. The project should not exceed the 180 working day requirement outlined in the Request for Proposal bid package.
- Pricing included herein is good for (120) days; however, it assumes construction work will be starting no later than December 2021 and completed no later than September 2022.
- **Note:** Due to current market conditions pool equipment, concrete, steel, and PVC products have become scarce and at times difficult to find. GVR should be prepared for long lead times on certain products and be open to switching manufacturers or product models to secure equipment that is available within the project time frame.

2. LAYOUT & FORMING

- Layout and forming of the pool and spa illustrated in the bid documents utilizing existing points on the site to triangulate the corners of each body of water.
- **Note:** Final bond beam elevation to be set based on site conditions. The pool and spa deck elevation at water's edge will be set at the same elevation as the surrounding existing building/deck slab.
- Layout and identify the optimal path for plumbing runs between the pool and spa structures and the pool equipment room.
- Strip forms and dispose of forming material after the completion of the shotcrete and shotcrete cure phases.

3. EXCAVATION, BACKFILL AND SUBGRADE PREPARATION

- Open access to the site assumed to be available throughout the duration of pool construction. Shasta will need adequate access for heavy equipment, shotcrete rigs, cement trucks, plaster rigs and other equipment necessary for the installation of the pool and spa.
- Mass excavation, over-excavation, and fine trim. Shasta understands the existing nature of the site and the previous demolition work that has taken place and has incorporated these conditions into its pricing.
- Over excavation to be completed per the bid documents. The lowest 18" of soil will be pulled up and treated in place prior to the installation of the 18" of ¾" crushed rock and geotextile fabric.
- **Note:** Per the bid documents, Shasta plans to stockpile the excess excavated spoils temporarily in the parking lot south of the tennis courts (approximately 400 FT) while excavation and backfill is on-going. GVR to explore the possibility of stockpiling the soils on the golf course adjacent to the pool area to save time and unnecessary relocation of spoils.
- Provide and maintain OSHA compliant access into and out of the pool and spa as well as plumbing trench excavations, as necessary.
- Shasta to moisture condition, backfill and compact excavated spoils at floor of pool and spa per the bid package up to the pool and spa floor subgrade, or as required for the final excavation of the pool and spa.
- After shotcrete forms are stripped, Shasta will backfill the perimeter of the pool and spa structures using property treated and compacted native soils to rebuild deck subgrade to -8 to -10", as required.
- Excess spoils generated from Shasta's excavation activities will be **removed from site** and legally disposed.

4. PLUMBING

- Plumbing trench excavation, backfill, and compaction. Shading of trenches with bedding sand and covered with properly compacted native soils thereafter.
- Swimming pool piping systems for the pool and spa filtration and recirculation system and trunk lines between the pool & spa and the mechanical room.
- Swimming pool piping systems for the spa therapy lines and trunk lines between the spa and the mechanical room.
- Swimming pool specific piping systems in the mechanical room installed using adequate pipe supports. Pipe supports to utilize stainless steel unistrut, pipe clamps and hardware per plans and specifications.
- **Schedule 40 PVC underground plumbing** provided and installed per plans and specifications.
- **Schedule 80 PVC mechanical room plumbing** provided and installed per plans and specifications.
- **Schedule 80 CPVC heater branch line plumbing** provided and installed per plans and specifications.
- Provide and install water levelers at perimeter of pool and spa per plans and specifications.
- **Note:** Backflow prevention device and cold-water source anticipated to be located within the existing pool area. Shasta will connect and extend to cold-water piping to the pool and spa, as required.
- Provide and install (3) ¾" hose bibs with vacuum breaker at the perimeter of the pool deck as required for deck washdown and to satisfy state health and building codes.
- Shasta will pressure test each underground plumbing line, per code, prior to placement of pool structure.

- Ball, check, and butterfly valves will be installed per local and state codes as noted below:
 - Asahi Type-21 True Union Ball Valves (1.5" and smaller)
 - Jandy Two-Way Valves (1.5" to 2.5")
 - Asahi Type-57 Lever Operated Butterfly Valves (3" and greater)
 - Jandy Check Valves (1.5" to 2.5")
 - Davis Wafer-Style Check Valves (3" and greater)
- Provide and install hardware for all valves, flanges, and pipe supports, as required.
- Set and mount all major mechanical equipment within the mechanical room on housekeeping pads.
- Shasta to construct 5'-0" x 2'-0" x 4'-0" deep **masonry** backwash tank with concrete floor & interior waterproofing.

5. GAS LINE

- Disconnect, remove, and dispose of approximately 195 LF of existing steel gas line.
- **Note:** Shasta assumes that GVR and the gas supply company will disconnect the gas line from the existing meter, purge the line of any existing gas and remove the gas meter prior to start of demolition work.
- Provide and install new 2" steel gas line from existing gas meter location to pool and spa heaters in the mechanical room. Gas line to run up and over building as indicated in the plans and specifications.
- Provide and install (4) pressure regulators and gas riser connections to new pool and spa heaters.
- **Note:** GVR's gas company to set and supply new **high pressure (2LB)** gas meter and make final connection of gas line onto meter. The plans do not specify gas line sizes or pressures, so the pricing included is based on being able to use 2" steel gas line. This requires a high-pressure gas meter.

6. POOL & SPA ELECTRICAL

- Provide bonding of pool and spa structures, anchors, niches, and pool and spa equipment as required by N.E.C. and local codes/ordinances.
- Provide and install PVC conduit and wire from equipment room to pool area as required for emergency shut off switches, spa therapy timers, and underwater lights.
- Provide and install EMT/PVC conduit within the mechanical room per plans and specifications.
- Provide and install all required lights, low voltage transformers, junction boxes, timers, and switches per plans and specifications.
- Shasta will connect pool mechanical equipment to electrical panels utilizing new and existing circuit breakers. Disconnects, outlets, switches, and other equipment specific to the pool equipment outlined the bid package are included.
- **Note:** Shasta assumes that adequately sized and powered electrical panels P1 & P2 are working and that breakers denoted as existing per plans and specifications are installed and in working condition.

7. REINFORCING

- Provide and install Grade 40 **#4 reinforcing steel at 8" O.C.E.W.** throughout each body of water. Pool and spa bond beam to consist of 4-bar bond beam per plans and specifications.
- The floor and wall reinforcing steel to be deformed bar conforming to ASTM A-615-40.
- Steps and benches, if any, to be per plan and subject to code and permit guidelines.

8. SHOTCRETE

- Employ the services of an ACI certified inspector to be on site to observe the installation of the shotcrete structures in lieu of providing ACI-certified nozzlemen.
- Provide and install pneumatically placed **4,000 PSI shotcrete** structures per swimming pool drawings.
- The pool and spa structures will be constructed with thicknesses per the plans and specifications.
- Water curing of shotcrete shell, after installation is by Shasta.
- **Note:** **Cost and access to clean water for the curing process to be provided by GVR.**
- Provide and install Aquaron CPSP on interior surfaces of the pool and spa per plans and specifications.

- Seal piping penetrations, light niches, and skimmers with AquaBond underwater sealant system per plans and specifications.
- **Note:** Due to the temperature sensitive nature of concrete products; shotcrete installation cannot proceed when the outside temperature is less than 40 degrees Fahrenheit or greater than 110 degrees Fahrenheit. Schedule modifications should be anticipated for this scenario, if applicable.

9. DECK AND DECK DRAINAGE

- 216 LF of Stegmeier Cantilever Forming System, 3.5" Deep Regular form at perimeter of the pool.
- 48 LF of Stegmeier Cantilever Forming System, 3.5" Deep Regular form at perimeter of the spa.
- 6,012 SF of 4" thick 3,000 PSI integral color concrete pool deck with medium broom finish. Integral Color to be Davis Colors 'San Diego Buff' per plans and specifications.
- Provide and install any required skimmer plates, skimmer lids, AWL lids and rail anchors, as required.
- Provide and install approximately 152 LF of new 4"-wide Zurn Z884 trench drain with dropout box and plumbing as required. **Note:** Due to poor experience with the specified drain product; Shasta has included a superior product. This is a deviation from the plan.
- Provide and install up to (4) Stetson Development area drains per plans and specifications.
- Provide and install (2) handicap lift sleeve footing, as required by local codes and regulations.
- Provide and install caulking between existing concrete slabs, trench drain grating and the pool deck as required by local codes and regulations. Color to best match the color selected for the pool deck.
- Provide and install depth markers, no diving symbols and handicap symbols around the perimeter of the pool and spa per plans and specification. Depth markers to be Inlays 6"x6" FT and IN tiles with 6"x6" International No Diving Symbol. Handicap Markers to be Inlays 8"x8" with handicap symbol.
- Pour back equipment room floor, as required, after installation of underground plumbing and re-routing of underground piping / conduit. Equipment room floor to be 4" 3000 PSI concrete, natural gray, with medium broom finish.

10. TILE AND GROUT

- Provide and install the following finishes at the pool and spa:
 - 6" waterline tile band at perimeter of the pool & spa. Tile to be DalTile/Noble Tile or National Pool Tile, 6"x6", with final color selection approval by GVR. (Material Allowance: \$10.00 / SF)
 - 4"x4" tiled spaced 16" O.C. at single lap lane line. Tile to be unglazed DalTile Keystone up to Group 3.
 - 2" row of 2"x2" step / bench tile at pool & spa. Tile to be unglazed DalTile Keystone up to Group 3.
 - 4" row of 2"x2" depth break tile at pool. Tile to be unglazed DalTile Keystone up to Group 3.
 - 2" white trim tile band at all plaster breaks and floor returns, as required.
 - Inlays 6"x6" smooth depth markers with 4" numerals. Tile to be FT and IN series; no metric.
 - Paragon Wall float, Laticrete 254 Platinum thinset and Bonded ProLine White grout as required.

11. EQUIPMENT

- Provide and install Deck Equipment, Design Element, Electrical and Imbeds for the pool and spa as listed on sheet SP-101 **except for items D6 and DE15.** **Note:** Shasta has excluded the cost of any wrought iron fencing, masonry walls and gates at this time. Shasta has also excluded ADA compliant upgrades to existing gates.
- Provide and install the Circulation Equipment, Sanitation Equipment, Valves & Gauges, and Electrical as listed on sheet SP-102 **except for item S7, S10, S11, and E1.** **Note:** Items S10 and S11 are listed as add alternates and are not included in the base bid.
- **Note:** The equipment noted above is not intended to be a comprehensive list of all equipment, but instead, an outline of major components included as part of this proposal.

12. SHADE STRUCTURES

- Generate structural drawing package including engineered shop drawings and calculations.

- Provide and install (3) 12'-0" x 12'-0" Cantilevered GORILLABrellas as provided by Shade Industries. Shade structures to include 10'-0" clear height above pool deck and includes powder coated posts and Commercial 95 or Alnet Extrablock shade fabric.
- **Note:** Submittal of the engineered drawing package to the building department as a deferred submittal is assumed to be completed by GVR or Aqua Design including the cost of any associated fees.

13. PERIMETER FENCING & MASONRY

- Provide and install up to 60 LF of 6'-0" tall, 11ga. mini-mesh chain link fencing between equipment room masonry wall and existing chain link fence. Fencing to have 2 3/8" ϕ middle posts spaced 8'-0" on center and the terminals to be 2 7/8" ϕ .
- Provide and install (4) 16"x16" masonry columns with footing, steel, masonry, and cap as noted in the plans and specifications. Masonry columns to have standard stucco and paint.
- Provide and install up to 170 LF of 6'-0" tall code-compliant wrought iron pool fencing consisting of 2"x2" square posts spaced 8'-0" on center, 1.5" top and bottom rail and 3/4" pickets. Wrought iron to be primed and painted using standard black paint.
- Upgrade or replace (2) existing gates along building fence line per detail 13 and 14 on sheet SP-502. Panic hardware included is based on a higher end Von Duprin and carries a 6-week lead time.
- Provide and install (1) new pool equipment room wrought iron gate with gravity latch. Gate to be painted to match other wrought iron pool fencing.
- Provide and install up to 65 LF of new 6'-0" masonry block wall at pool equipment area including footing, steel, and masonry. Masonry wall to have standard stucco and paint.

14. SITE ELECTRICAL

- Provide and install site electrical equipment per the electrical sheets provided in the bid package including, but not limited to the following components:
 - Where still existing, and if applicable, Shasta will remove existing lights, equipment switches, receptacles, and associated conduits and conductors, as required for installation of new site electrical components.
 - (4) US Architectural Razar Series, 20FT SSS pole mounted site lights with flush concrete base (Fixture K1 on sheet E1.1).
 - (3) Lithonia WPX1 Series wall lights, 8FT AFF, with photocell option (Fixture K2 on sheet E1.1).
 - (2) Holophane EMXH LED ceiling lights at indoor equipment room (Fixture K3 on sheet E1.1).
 - (3) Luminis SN820C Series ceiling lights at each shade structure (Fixture K4 on sheet E1.1).
 - Lithonia AFF Series / Dual Light PG Series emergency wall lights (Fixture EM on sheet E1.1).
 - Digital timeclocks with 365-day schedule for pole lights, wall lights and ramada lights.
 - Maintain existing ground-mount junction box circuits and modify/replace, as required for code compliant installation.
 - Provide and install new panel P1/P2 breakers as noted in the electrical drawings, sheet E2.1. Circuit breakers denoted as existing are to remain in place and are assumed to be in working condition.
 - Provide and install wall-mount NEMA 3R 5KVW Buck Boost Transformer on Unistrut Framing for Spa Circulation Pump.
 - Provide disconnects, outlets and cover plates, as required for the installation of the new pool and spa circulation and sanitary equipment per sheet E2.1.
- **Note:** Per sheet E0.1, Shasta assumes that adequately sized and powered electrical panels P1 & P2 are working and that breakers denoted as existing per plans and specifications are installed and in working condition.

15. INTERIOR FINISH

- The swimming pool and spa interior finish will be a Universal White Cement Finest Finish Blends, Sparkle Quartz, Kool White throughout.

- **Note:** Interior finish installation and water fill will only occur after the surrounding deck and building structure are complete and clean, utility services are connected and operable, and the pool and spa recirculation systems are complete and ready to operate.
- **Note:** Due to the temperature sensitive nature of plaster products; plaster installation cannot proceed when the outside temperature is less than 40 degrees Fahrenheit or greater than 110 degrees Fahrenheit. Schedule modifications should be anticipated for this scenario, if applicable.

16. FILL, STARTUP AND BALANCE

- Fill the pool and spas utilizing clean water provided by Green Valley Recreation. Water meter used for measuring quantity of water to be provided, installed, and monitored by others, if applicable.
- Pool and spa water testing for health department approvals.
- Start, test, calibrate, and adjust all pool and spa mechanical equipment, recirculation, chemicals, and other supplied pool systems including safety equipment.
- Shasta will maintain the pool and spa for a total of 10 days, with the first 8 days consisting of routine maintenance and the last two days to be used for training / assisted maintenance.
- Shasta will provide the chemicals required for the initial pool and spa balancing as well as the chemicals for the duration of the assisted maintenance period. Responsibility of chemicals will become that of the Owner afterward.
- Shasta will hand off the routine maintenance requirements to the Owner of Pool Maintenance company (if applicable) on the 10th day of training.

17. WARRANTY AND CLOSEOUT

- Warranty period is for (1) one year from the date of interior finish installation.
- Provide closeout manual swimming pool systems per plans and specifications containing operations and owner's manuals, warranty documents, and logs.

18. PAYMENT

- Payment based on schedule of values
- Payment due within 30 days of monthly pay request

GENERAL EXCLUSIONS

- Payment & Performance Bond (available at **1.5%**)
- Textura fees, if applicable
- Schedule impacts due in part to weather
- Deferred submittals and permit/inspection fees for shade structure and/or light pole engineering
- Access to temporary facilities such as restrooms, clean construction water and temporary or permanent power
- Adequate access to the job site for excavation, shotcrete and plaster phases and equipment
- Testing of soils and concrete
- ACI-certified shotcrete nozzlemen (ACI certified inspector included in base bid)
- Restoration of landscaping and/or landscape irrigation
- Schedule 80, CPVC, stainless steel, or copper plumbing not specifically listed above
- Buildings and structures not listed above
- Backflow prevented cold-water source
- Gas meter and final connection of gas line
- Decorative stucco finishes and/or swirls.
- Premium paint products on wrought iron and masonry walls.
- Water for swimming pool and spa fill
- ADA compliant handicap lifts (to be provided by GVR per plans and specifications)
- FFE



- Chemicals after the 10-day assisted maintenance period

POOL, SPA & DECK CONSTRUCTION SCOPE:	\$ 1,198,190.00
PRIME CONTRACTING TAX (3.965%)	\$ 47,510.00
TOTAL COST:	\$ 1,245,700.00

ALTERNATES:

1. PROVIDE & INSTALL SALT CHLORINE GENERATOR AT POOL & SPA ADD \$ 42,500.00





BID PROPOSAL FORM

**PROJECT: East Center Pool Replacement GVR-EC-04-2021
Green Valley Recreation, Inc.**

Green Valley Recreation, Inc.
Facilities Department
1070 S. Calle de las Casitas
Green Valley, AZ 85614

Bid Due Date: September 16, 2021
Time 2:00 p.m.

Pools by Design Inc.

Name of Bidding Contractor

Mark Ragel

Name of individual authorized to bind the Bidder

3031 West Ina Road

Address

Tucson, Arizona 85741

City, State & Zip

520-797-6675

Telephone

Fax

259661 288210

License Number

No Bid



GREEN VALLEY RECREATION, INC.
SERVICE AND REPLACEMENT CONTRACT

AGREEMENT

Entered into effective as of the _____ day of October, 2021.

BETWEEN

GREEN VALLEY RECREATION, INC., an Arizona corporation

1070 S. Calle de las Casitas

Green Valley, Arizona 85614

Hereafter called the **OWNER**,

AND

Contractor Name: CIMARRON CIRCLE CONSTRUCTION COMPANY

AZ ROC License No.: A-9 075823

Address: 4325 E. Grant Road, Tucson, Arizona 85712

Office Phone: (520) 881-2777

Office Fax: (520) 881-2779

Contact Name: Tim Freeman

Phone: (520) 349-4834

E-Mail: tim@cimarroncircle.com

Hereafter called the **CONTRACTOR**.

Project Description: East Center Pool Replacement Project, GVR-EC-04-2021.

Contract approved by the GVR Board of Directors the ____ day of October, 2021.

1. Scope / Contract Amount

- 1.1 The terms and conditions of this Service and Replacement Contract (the "Terms and Conditions") will be applicable to all contracts for materials and/or services entered into between the "Contractor" and "Owner." It is the responsibility of the Contractor to supply all labor and materials for the extent of the Work (hereafter defined). All materials shall be new and of the quality specified on the Plans and Specifications (hereafter defined), if applicable.
- 1.2 Any modifications to these Terms and Conditions shall be described in writing, agreed upon, and signed by both the Contractor and Owner in the manner described in Article 4. No other modification shall be enforceable.
- 1.3 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of public authorities bearing on the performance of the Work. The Contractor shall secure and pay for all permits and government fees, licenses, and inspections, where required for proper the execution and completion of the Work. In the event the Contractor fails to obtain necessary permits, the Contractor shall be liable for any and all fees and penalties, up to and including any professional fees and services necessary to obtain final approval from the governing authority. The Contractor shall comply with Federal, State, and local tax laws, social security acts, unemployment compensation acts, and worker's compensation acts insofar as applicable to the performance of the Work.
- 1.4 The term "Plans and Specifications," as used herein, shall mean all drawings and specifications for construction of the Work, including a detailed description of materials, style, colors and finishes, as specified in Exhibit "A."
- 1.5 Unless otherwise stated in the Contract Documents (hereafter defined), words that have well known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.
- 1.6 The term "Work," as used herein, shall mean the construction and services required by the Contract Documents, whether completed or partially completed.
 - 1.6.1 Contractor agrees to perform the Work and furnish and perform all labor, professional services, materials, equipment, tools, utilities, supervision, shop drawings, transportation, insurance, and other resources, services and facilities of every kind and description necessary for the prompt and efficient performance of the Scope of Work as described in Exhibit "B," attached hereto and made a part hereof.
 - 1.6.2 Contractor agrees to construct and complete the Work in a good workmanlike and substantial manner upon the real property described on Exhibit "B" (hereafter referred to as the "Work Site").
- 1.7 Execution of these Terms and Conditions by the Contractor is a representation that the Contractor has visited the Work Site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.
- 1.8 In addition to becoming generally familiar with the Work Site conditions prior to entering into this Agreement, Contractor agrees that Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as any information furnished by the Owner, shall take field measurements of any existing conditions relating to that portion of the Work, and shall observe any conditions at the Work Site affecting that portion of the Work. These obligations are for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents and for purposes of confirming that conditions of the Work Site conform to the Contract Documents. Contractor shall promptly report to the Owner, in writing, any errors, inconsistencies or omissions discovered by or made known to the Contractor or differing conditions of the Work Site. Failure to promptly notify Owner in writing of changed conditions shall constitute a waiver by Contractor of any claim for changed conditions.

- 1.9 Owner agrees to pay Contractor the sum specified in Exhibit "B" for the Work (hereafter referred to as the "Contract Amount") which amount shall include Contractor's profit and overhead, labor, materials, finishes, burden, shipping, rental, insurance, bonds, permits, cost of the Plans and Specifications or professional fees associated therewith, use of tools or machinery, all applicable sales, use, and other taxes payable by Contractor, and any and all other costs, fees, or expenses of Contractor of whatsoever nature.

2. Contract Documents

- 2.1 The contract documents shall include the items listed on Exhibit "A", attached hereto and made a part hereof (the "Contract Documents").
- 2.2 Upon delivery of the Contract Documents to Owner, the Contract Documents shall be deemed to be the property of Owner including, specifically, any and all Plans and Specifications.
- 2.3 Any provisions to the contrary notwithstanding, Owner shall have no obligation to process or make any payment whatsoever to Contractor unless and until Contractor provides to Owner all Contract Documents, appropriately signed or initialed, required pursuant these Terms and Conditions. This obligation shall include the requirement that Contractor provide or that the Owner otherwise have on file a valid W-9 Form for Contractor.
- 2.4 The Contract Documents also include these Terms and Conditions and the following Exhibits hereto:
- Exhibit A - Contract Documents
 - Exhibit B - Scope of Work / Time for Completion / Contract Amount
 - Exhibit C - Form of Change Order
 - Exhibit D - Payment Schedule
 - Exhibit E - Additional Insurance Requirements (if applicable)
 - Exhibit F - Personal Guaranty of Performance and Payment (if applicable)

3. Entire Agreement

- 3.1 These Terms and Conditions, and applicable exhibits hereto, contain the entire understanding of the parties hereto with respect to the agreement between the Contractor and the Owner and supersede and cancel all prior agreements, negotiations, correspondence, undertakings, and communications of the parties, oral or written, respecting such subject matter.

4. Changes

- 4.1 Either the Contractor or the Owner may request changes to the Work. However, no change in the scope of the Work or these Terms and Conditions, including changes in design, construction, materials, functionality, Time of Completion (hereafter defined) or the Contract Amount shall be made until the authorized representatives of both the Contractor and Owner have signed a written Change Order. Work on that part of the project affected by the change shall not proceed until both parties have properly signed the Change Order.
- 4.2 The Change Order shall be in the form attached hereto and made a part hereof as Exhibit "C," and shall include at least the following information:
- 4.2.1 A description of the change including reference to all new or modified Plans and Specifications, drawings and sketches that shall be attached to the Change Order.
 - 4.2.2 Description of the reason for the change including any changes to the form, fit, appearance, function, reliability, service life or warranty of the Work resulting from the requested change.
 - 4.2.3 Any change in the Contract Amount, including all costs for labor, materials, overhead, profit, taxes, permits, inspections, etc. associated with the requested change.

- 4.2.4 Any change in the Time of Completion for the Work, including any contingencies based on the date of signing of the Change Order.
- 4.2.5 A signature line to be executed by the authorized representatives of the Contractor and Owner.
- 4.3 Contractor shall not be entitled to any additional compensation or additional time for performance of the Work due to any extra work of any nature or description, whether resulting from unanticipated conditions, force majeure, Acts of God, problems with Plans and Specifications, changes made by Owner, changes made to accommodate a subcontractor of supplier, or otherwise (the "Extra Work"), unless Contractor and Owner, or their authorized representatives, have signed a written Change Order which defines the scope and price of the Extra Work before the Extra Work is started, as provided herein. Failure by Contractor to obtain a signed Change Order prior to commencing Extra Work shall constitute a waiver by Contractor of the ability to assert a claim for Extra Work or for additional compensation or for additional time to complete the Extra Work.

5. Time of Completion

- 5.1 The commencement date shall be the date specified on Exhibit "B" for the Work (the "Commencement Date") and shall be the date from which the Time of Completion begins to run.
- 5.2 Contractor anticipates completing the Work within the time specified in Exhibit "B," which time shall be known as (the "Time of Completion").
- 5.3 Once Work commences, the Contractor agrees to pursue the Work diligently and continuously until final completion. Contractor shall not be liable for its failure to meet the Time of Completion date caused in whole or in part by contingencies beyond its reasonable control including, but not limited to, Acts of God (i.e., fire, flood, earthquake or other natural disaster) or force majeure (i.e., wars, sabotage, accidents, inability to obtain power, materials, facilities, equipment, communication, transportation, and any other different or similar occurrence); provided, however, that if such delay shall continue in excess of thirty (30) days, the parties shall enter discussions to arrive at a mutually acceptable solution within the spirit and intent of these Terms and Conditions. If no such agreement is reached within sixty (60) days of the start of the delay, the Owner at its sole discretion may terminate the Contract Documents and seek legal recourse.
- 5.4 It is acknowledged that the Contractor's failure to achieve final completion of the Work by the Time of Completion will cause the Owner to incur economic damages and losses of types and in amounts which are difficult or impossible to compute and ascertain with certainty as a basis for recovery by the Owner of actual damages. Accordingly, and unless waived by Owner by initialing below, in lieu of actual damages for such delay, Contractor agrees that liquidated damages may be assessed and recovered by the Owner as against Contractor and/or its surety, if any, in the amount of **two hundred fifty dollars (\$250.00)** for each day that completion is delayed beyond the Time of Completion, as adjusted for time extensions provided by the Contract Documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to Owner without limiting Owner's right to terminate these Terms and Conditions for default as provided elsewhere herein.

WAIVED ONLY IF INITIALED BY OWNER

6. Payment / Termination

- 6.1 Unless otherwise defined in the Contract Documents, the schedule set forth on Exhibit "D," attached hereto and made a part hereof, shall govern the timing of payments by the Owner to the Contractor (the "Payment Schedule").
- 6.2 Other than as provided in Section 2.3 and provided for this Article, Owner shall timely pay Contractor pursuant to the Payment Schedule except as follows:
 - 6.2.1 In the event of any actual or potential claim or condition that may, in Owner's reasonable opinion, result in losses, damages, judgments, liens, or expenses,

including attorneys' fees (collectively the "Losses and Expenses") for which Owner is entitled to reimbursement or indemnity under these Terms and Conditions, Owner may withhold, setoff or recoup from any payment due or thereafter to become due to Contractor an amount sufficient in Owner's opinion to cover all such actual and anticipated Losses and Expenses. No interest shall be paid to Contractor on any amounts reasonably withheld. If the actual Losses and Expenses exceed the amount withheld or balance due to Contractor, Contractor shall pay the excess amount owed to Owner. This Section governs over any other provision of these Terms and Conditions.

- 6.2.2 Owner may refuse to make payment in the amount requested by Contractor upon setting forth in writing, within fourteen (14) days from Owner's receipt of Contractor's payment application, for any of the following reasons:
- 6.2.1.1. Unsatisfactory job progress.
 - 6.2.1.2. Defective Work or materials not remedied.
 - 6.2.1.3. Disputed Work or materials that Owner reasonably believes not to conform to the Contract Documents.
 - 6.2.1.4. Failure to comply with other material provisions of the Contract Documents.
 - 6.2.1.5. Failure of the Contractor or a subcontractor to make timely payments for labor, equipment and materials.
 - 6.2.1.6. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Amount.
 - 6.2.1.7. Reasonable evidence that liquidated damages will be incurred by Contractor.
- 6.2.3 If Owner and/or Contractor receives a Preliminary Lien Notice from Contractor or any Subcontractor or material supplier, Contractor shall submit the appropriate form of lien waivers, pursuant to A.R.S. §33-1008, for each party that has provided a Preliminary Lien Notice along with the application for payment and as a condition to payment. This obligation includes providing conditional waivers at the time of seeking payment and, thereafter, providing unconditional lien waivers evidencing actual payment made to subcontractors and/or material suppliers.
- 6.2.4 Unless specifically waived by Owner by initialing below where indicated, Owner shall hold as retention ten percent (10%) of each payment made to Contractor, which retention shall then be released and paid to Contractor along with the final payment pursuant to Section 6.2.5.

WAIVED ONLY IF INITIALED BY OWNER

- 6.2.5 Final payment of all sums due under this Agreement, including any Change Orders and offsetting any amounts withheld for liquidated damages or pursuant to 6.2.1 or 6.2.2, shall be made by Owner to Contractor within seven (7) days of Contractor's written notice of the latest of the following events:
- 6.2.5.1 Contractor has completed all Work required by the Contract Documents, including those documents required by Section 8.2.
 - 6.2.5.2 Contractor has submitted a payment application requesting final payment.
 - 6.2.5.3 All permit(s) are properly closed and all final inspections required to be made by any and all governmental agencies have been passed as final, not conditional, and all required certificates, including a certificate of occupancy if applicable, have been issued.
 - 6.2.4.4 Contractor has submitted the appropriate form of lien waiver(s) pursuant to Section 6.2.3 including an unconditional final lien waiver to be exchanged for final payment.

- 6.2.4.5 Contractor has returned the Work Site to a reasonably clean condition pursuant to Section 7.3.
- 6.3 Unless agreed to separately in writing, the payment by Owner and the acceptance by Contractor of final payment shall constitute a waiver of all claims by the Contractor against the Owner of any nature and type whatsoever.
- 6.4 All payments received by a subcontractor shall first be used to pay for all material, equipment and labor supplied by or to a subcontractor and all such sums shall be held in trust for the subcontractors and materials suppliers entitled thereto and shall be paid when due. Owner is for all purposes deemed to be a beneficiary of this trust agreement.
- 6.5 Owner reserves the right to issue, and Contractor agrees to accept and to execute upon request, joint checks made jointly payable to Contractor and any subcontractor or material supplier. Contractor consents to Owner communicating directly with subcontractors and material suppliers and other vendors to verify payment histories and account statuses.
- 6.6 The Owner may terminate the Contractor for cause and be relieved of further obligations under this Agreement, as follows:
- 6.6.1 Owner shall have the right to terminate Contractor, without any prior notice, if at any time Contractor fails to maintain all of the insurance required by this Agreement or is, in any respect, in material violation of any state or federal OSHA or other occupational health or job safety statute, rule or regulation, or of any state or federal environmental statute, rule or regulation, or if Contractor in any other way adversely jeopardizes the health, safety or welfare of persons or property, or if Contractor abandons the Work.
- 6.6.2. In the case of any other default of these Terms and Conditions or the Contract Documents, the Contract Documents shall be terminated automatically if the Owner gives the Contractor written notice specifying in reasonable detail the default, breach or failure and if Contractor fails to cure the default, breach, or failure within seven (7) calendar days thereafter.
- 6.6.3 In the event of such termination for cause, Owner may complete the Work through alternate means and, in connection therewith, may take possession of Contractor's tools, equipment, machinery, fixtures, and materials and may finish the Work in whatever manner Owner deems appropriate.
- 6.6.4 In case of such termination for cause, the Contractor shall not be entitled to receive any further payments until the work has been completed and accepted by the Owner but in any event, Contractor hereby waives any claim for consequential damages or profit and overhead for any portion of the Work not performed as a result or arising out of any termination for cause of the Owner. If the unpaid balance of the Contract Amount exceeds the cost and expense to Owner of finishing the Work, which cost and expense shall include compensation for additional managerial and administrative services of the Owner, plus any actual costs incurred in completing the Work, Contractor shall pay the difference to Owner upon demand. If the unpaid balance of the Contract Amount does not exceed the cost and expense to the Owner of completing the Work, Owner shall issue payment to Contractor as final payment in accordance with Section 6.2.5.
- 6.7 The Owner may, at any time and immediately upon written notice to Contractor, terminate the Contract Documents for the Owner's convenience and without any cause whatsoever.
- 6.7.1 Upon receipt of written notice from the Owner of such termination for Owner's convenience, the Contractor shall:
- 6.7.1.1 Cease operations as directed by the Owner in the notice.

- 6.7.1.2 Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work
- 6.7.1.3 Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts or purchase orders.
- 6.7.2 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, including any retention, profit and reasonable overhead for the portion of the Work performed and for materials delivered and stored, including the reasonable costs of Extra Work performed at the request of the Owner pursuant to Section 4.3, but Contractor hereby waives any claim for consequential damages or profit and overhead for any portion of the Work not performed as a result or arising out of any termination for convenience of the Owner.

7. Work Site Safety, Cleanup and Repair

- 7.1 The Contractor shall provide any and all required or necessary signage, barricades, and fencing as deemed appropriate to prevent accidental entry into the Work Site by unauthorized individuals or deemed appropriate to prevent accidental injury.
 - 7.1.1 Such precautions shall not prevent access to portions of the Work Site not affected by the Work.
- 7.2 All safety precautions will be taken to maintain a safe workplace in full compliance with all applicable rules and regulations relating to occupational health and safety and drugs.
- 7.3 The Contractor shall keep the project free from accumulated waste materials or rubbish caused by Contractor's operations or the operations of Contractor's subcontractors.
 - 7.3.1 All waste storage and removal shall be done in compliance with applicable environmental rules and regulations.
 - 7.3.2 At the completion of the Work the Contractor shall remove all remaining waste material and rubbish, tools and equipment, machinery, and surplus supplies and leave the Work Site "broom clean" or its equivalent, except as otherwise agreed to in writing by the Owner.
- 7.4 Any modification or damage to the Work Site or Owner's property, including, but not limited to walls, fences, gates, landscaping, curbs, walkways and parking lots caused by the Contractor or Contractor's subcontractor during the execution of the Work shall be restored by the Contractor to a condition at least as good as it was before the commencement of the Work or as otherwise agreed to in writing by the Owner.

8. Warranties and Guarantees

- 8.1 In accordance with the Arizona Registrar of Contractors Workmanship Standards, Rule R4-9-108, the Contractor hereby warrants and guarantees all materials and/or workmanship provided by Contractor or Contractor's subcontractors on the Work against any defects for a period of twenty-four (24) months from the date of acceptance by the Owner, regardless of any warranty of lesser duration offered by the supplier of any material or equipment provided or installed by the Contractor.
- 8.2 Upon completion of the Work the Contractor shall:
 - 8.2.1 Provide the Owner with copies of all manufacturer's warranties and guarantees on all equipment and materials provided along with any purchase documentation required to initiate a warranty claim beyond the warranty period provided by the Contractor.
 - 8.2.2 Provide the Owner with a written and acknowledged statement that all subcontractors and material suppliers have been paid who performed work or supplied materials to

the Work Site and stating that Contractor is not aware of any claims for payment, notices, liens, threatened liens, or other such claims.

9. Drawings, Documentation, and Instruction

- 9.1 If the Contractor is to provide Plans and Specifications, or any other type of design and/or construction drawings (for purposes of this Section 9, collectively referred to as the "Construction Drawings"), the Construction Drawings shall be approved in writing by the Owner prior to the start of Work.
- 9.2 Final "As-Built" documentation shall be provided by the Contractor at the completion of the Work as follows:
 - 9.2.1 For Construction Drawings that were provided by the Contractor, all As-Built changes shall be incorporated and a complete set of final Construction Drawings shall be provided to the Owner in both reproducible and hard copy form.
 - 9.2.2 If the Construction Drawings were provided by the Owner, the As-Built changes will be added as markups to the Construction Drawings and returned to the Owner for processing.
 - 9.2.3 If no Construction Drawings were provided by the Owner or Contractor, in process and As-Built documentation, including sketches and photos, shall be provided by the Contractor to the extent that all Work not visible can be identified and located after the Work has been completed.
- 9.3 Contractor shall provide copies of all installation, operation, and maintenance documentation on all components, equipment, and fixtures provided by Contractor or Contractor's subcontractors as part of the Work.
- 9.4 If various components have been assembled into a system by the Contractor or Contractor's subcontractor, the Contractor shall provide documentation and instruct the Owner's personnel on the adjustment, operation, and maintenance of the system.

10. Insurance and Indemnity

- 10.1 Contractor shall, at its sole expense and prior to the commencement of the Work, provide insurance, verified by a Certificate of Insurance provided to the Owner, having at least the following minimums and based upon the following terms:
 - 10.1.1 General Liability Insurance:
 - 10.1.1.1 Prior to the commencement of the Work, Contractor shall provide Owner a Certificate of Insurance evidencing the required coverage and limits shown below and specified on Exhibit "E," attached hereto and made a part hereof. Such certificate(s) shall also include the required policy endorsements.
 - 10.1.1.2 \$1,000,000 each occurrence, \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations Aggregate.
 - 10.1.2 Auto Liability \$1,000,000 each accident.
 - 10.1.3 Workers Compensation and Employer's Liability Insurance as required by Arizona law.
 - 10.1.4 Contractor shall add Owner, its officers, directors, members, and employees as Additional Insureds as respects Section 10.1.1 and 10.1.2. General Liability Additional Insured protection shall include Contractor's products and completed operation coverage's and shall be provided by the Insurance Service Office (ISO) forms CG 20 10 07 04 and CG 20 37 07 04 or replacements thereof. Such endorsements shall be attached to the required Certificate of Insurance.
 - 10.1.5 Contractor shall provide waiver of subrogation endorsements for its general liability on ISO form CG 24 04 05 09 or replacements thereof and Workers Compensation on

WC 00 03 13. Such waivers will be in favor of Owner, its officers, directors, members, and employees. Such endorsements shall be attached to the required Certificate of Insurance.

10.1.6 Contractor shall provide the additional insurance set forth in Exhibit "E." If this requirement is waived by Owner, then Contractor shall be required to provide each of the forms of insurance required by this Section, but shall not be required to provide any of the additional or specialty insurance provided for in Exhibit "E."

WAIVED ONLY IF INITIALED BY OWNER

10.1.7 The policy limits shown are the minimum acceptable limits of coverage and do not restrict, limit, or waive any obligations or responsibilities Contractor has under this Contract. If Contractor maintains or obtains limits in excess of these requirements, those limits shall apply for the benefit of the Additional Insureds and Indemnitees.

10.2 To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless Owner and its managers, members, officers, directors, employees, representatives and agents (individually and collectively referred to as the "Indemnitees"), for, from and against any and all claims, demands, causes of action, damage (compensatory and consequential), judgments, fines, penalties, settlements and all other losses arising from the performance or nonperformance of the Contract Documents (individually or collectively referred to as a "Claim" or "Claims") and all attorneys' fees, consultant fees, court costs (whether or not taxable by statute) and expenses incurred by Owner in the evaluation, settlement and satisfaction thereof. This duty to defend and indemnify extends to the maximum extent permitted by law, and includes, but is not limited to, any Claim, just or unjust or fraudulent, of any kind, nature or description whatsoever, whether sounding in tort, contract (including breach of these Terms and Conditions), equity, the alleged violation of a civil or criminal law, or any other theory of liability, and whether the Claim is based on an alleged death, personal injury, sickness, property damage (including property damage to the Work), infringement, loss of use or any other economic loss, release of a chemical or byproduct or other substance regulated by applicable law, legal violations or other claimed damage. This duty to defend and indemnify shall apply without regard to whether the Claim is asserted by a public or private claimant and whether in an investigative, judicial or administrative proceeding, civil or criminal. This duty to defend and indemnify shall apply to claims asserting an Indemnitee acted negligently, but Contractor shall not be required to indemnify Indemnitee for Indemnitee's sole negligence or intentional misconduct. Contractor's obligations under this indemnity shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workmen's compensation acts, disability benefit acts or other laws.

10.2.1 Contractor's duty to defend Indemnitees is a separate obligation, independent and free-standing of the duty to indemnify and hold harmless. The duty to defend arises when a Claim has been threatened, asserted, or advanced against Indemnitee that exposes Indemnitee to potential liability against which Indemnitee would be entitled to at least partial indemnity under these Terms and Conditions.

10.2.2 Indemnitee shall be entitled to select legal counsel that will defend it pursuant to the duty to defend in these Terms and Conditions. The attorney fee rates of counsel selected by Indemnitee shall not exceed the rates commensurate with partner-level attorneys, or attorneys of comparable experience and tenure in Arizona. Any objections to the rates of legal counsel that are not raised in writing prior to the establishment of legal representation are deemed forever waived.

10.2.3 If a lien is recorded or a stop work notice is imposed by a subcontractor, material supplier, laborer, or other as a result of action by Contractor and not as a direct result of any breach of these Terms and Conditions by Owner, Contractor agrees to furnish and record, at no cost to Owner, such bond as is necessary, pursuant to A.R.S. §33-1004 or otherwise, to release and discharge Owner from any such lien or stop work notice. If Contractor fails to furnish and record such bond within ten (10) days of the written request by Owner, such failure shall be deemed a material breach of these

Terms and Conditions and Owner may furnish and record such lien discharge bond and Contractor shall reimburse Owner for all resulting expenses incurred by Owner.

- 10.3 The security of all property including but not limited to materials, tools, and equipment to be used in the performance of the Work and stored on or off the Work Site or while in transit to or from the Work Site shall be at the Contractor's risk and any losses, whether insured or not, shall be the responsibility of the Contractor.

11. Other Requirements and Conditions

- 11.1 Contractor shall have a current and valid license in the State of Arizona to perform the Work and shall provide a copy of the license in good standing to the Owner upon request. The Contractor shall also be responsible to assure that all subcontractors used by Contractor on the Work are also properly licensed in the State of Arizona.
- 11.2 All Work by the Contractor is to be done in strict compliance with all laws, ordinances, rules, regulations and codes of all governmental and public authorities having jurisdiction over any or all aspects of the Work.
- 11.2.1 If the Contractor performs any work contrary to laws, ordinances rules and regulations, Contractor shall assume full responsibility therefore and shall bear all costs attributable thereto.
- 11.2.2 Plans and specifications supplied by the Contractor that contain methods or materials that are later proven not to be in strict compliance with all laws, ordinances, rules, regulations, and codes shall be corrected by the Contractor, and any Work already done based on those errors must be brought into compliance at no increase in the Contract Amount. Plans and Specifications supplied by the Owner for implementation by the Contractor shall not relieve the Contractor of this responsibility.
- 11.2.3 If requirements of the Contract Documents differ from laws, ordinances, rules, regulations, orders, building codes, or the requirements of authorities having jurisdiction, the more stringent requirements shall govern. Such requirements shall be satisfied by the Contractor at no increase in the Contract Amount.
- 11.3 The Contractor represents and warrants that Contractor is familiar with all laws, ordinances, rules, regulations and codes pertaining to the Work and has inspected and is familiar with the Work Site and all applicable Plans and Specifications.
- 11.4 The Contractor shall apply and pay for all permits and inspections as part of the Contract Amount.
- 11.5 The Contract Documents shall be governed by, and construed in accordance with, the laws of the State of Arizona without reference to choice of law principles, including all matters of construction, validity, and performance.
- 11.6 In the event Owner or Contractor shall commence any civil action in connection with the Contract Documents, the prevailing party in said civil action shall be awarded reasonable attorneys' fees, court costs and other costs and expenses incidental thereto, in addition to all other relief, all of which shall be set by the judge and not by jury, to which the prevailing party may be entitled. The venue of any civil action arising out of or related to the Work or the Contract Documents shall be commenced solely in in Pima County, Arizona.
- 11.7 It is agreed that these Terms and Conditions shall be interpreted as preserving any and all common law and tort remedies that Owner may have against Contractor which may exist as a result of claims that may arise pursuant to these Terms and Conditions, performance of the Work by Contractor, or the Contract Documents.
- 11.8 These Terms and Conditions may be executed utilizing more than one counterpart of the signature page, and all such executed counterpart signature pages shall be attached to one document and read having the same force and effect as though all the signatories had signed a single page. These Terms and Conditions and any signed agreement or instrument entered into in connection with the Contract Documents, and any amendments hereto or

thereto, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such agreement or instrument, the other party shall re-execute original forms thereof and deliver them to the requesting party.

- 11.9 Each person who executes the Contract Documents on behalf of a corporation, partnership, limited liability company, trust, estate, or any other entity represents that he or she has the authority of the shareholders, partners, members or entity to do so, and further represents and warrants that such corporation, partnership, limited liability company, trust, estate, or any other entity is legally constituted and has the power to enter into the Contract Documents, and agrees to indemnify, defend and hold the other party or parties harmless from any claim that such authority or power did not exist.
- 11.10 The person or persons identified under the Contractor's signature block as Contractor's "Designated Representative" shall be the only person or persons with the authority to bind Contractor on all matters arising from or related to the Contract Documents.
- 11.11 The Contract Documents shall be binding upon, and shall inure to the benefit of, the parties hereto and each of their respective heirs, successors, personal representatives and assigns.
- 11.12 All Exhibits referenced herein and attached hereto are by this reference made a part hereof.
- 11.13 Owner must select and initial one of the following (either 11.13.1 or 11.13.2) based upon whether Owner requires Contractor's performance to be guaranteed by a non-party to these Terms and Conditions or if Owner waives the right to a third-party guarantee of these Terms and Conditions:
- 11.13.1 (*Initial by Owner*) Owner shall not require a personal guaranty of the performance by Contractor and hereby waives this requirement.
- OR
- 11.13.2 (*Initial by Owner*) Owner requires the personal guaranty in the form specified in guarantying the full performance by Contractor of the terms and conditions of the Contract Documents. The guaranty shall be in the form and substance acceptable to Owner as specified in Exhibit "F," attached hereto and made a part hereof, and delivered to Owner at the time Contractor executes these Terms and Conditions.

12. Severability

- 12.1 If any provision of the Contract Documents is inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any other provision of the Contract Documents, or of any constitution, statute, ordinance, rule of law, or public policy, or for any other reason, such circumstances shall not render the provision in question inoperative or unenforceable in any other case or circumstance, or render other provision or provisions of the Contract Documents invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any phrases, sentences, clauses, or sections contained in the Contract Documents shall not affect the remaining portions of the Contract Documents or any part thereof.

13. Notices

- 13.1 All notices, demands, requests, approvals, or other communications which either party pursuant to the terms of the Contract is required or desires to give, make or communicate, shall be in writing and addressed to the designated individuals as listed below.

13.1.1 To the Owner

13.1.1.1 Green Valley Recreation, Inc.
Attn: David Jund, Facilities Director
1070 S. Calle de las Casitas
Green Valley, AZ 85614
Fax (520) 625-2352
Email: djund@gvrec.org

13.1.2 To the Contractor as stated on page 1 or as amended pursuant to Section 13.4.

- 13.2 Electronic transmissions including e-mail and fax may be used, but are not considered received until a personal reply has been received by the sender from the recipient.
- 13.3 The Contact Name listed by the Contractor on page 1 shall for all purposes be deemed to be the designated individual authorized to act on behalf of and bind the Contractor.
- 13.4 Either party may change the designated individuals and/or their contact information by expressly proving the other party with written election to change the designated individual.

IN WITNESS WHEREOF, the Owner and the Contractor have signed these Terms and Conditions as of the day, month and year set forth beneath their signatures below.

GREEN VALLEY RECREATION, INC.,

**CIMARRON CIRCLE CONSTRUCTION
COMPANY**

 By: Michael Zelenak
 Its: President, GVR Board of Directors
 Date: _____

 By: Tim Freeman
 Its: Vice President
 Date: _____

 By: Scott Somers
 Its: Chief Executive Officer
 Date: _____

EXHIBIT "A"
CONTRACT DOCUMENTS

The Contract Documents shall include:

1. The Terms and Conditions between Owner and Contractor
2. All Exhibits to the Terms and Conditions between Owner and Contractor
3. Proof of General Liability Insurance and/or Additional Insured Endorsements complying with the requirements of the Terms and Conditions between Owner and Contractor.
4. Additional proofs of insurance, if required by Exhibit "E" to these Terms and Conditions between Owner and Contractor, as follows:
 - a. Proof of Workers' Compensation Insurance (if applicable)
 - b. Proof of Builder's risk insurance (if applicable)
 - c. Proof of Loss of use insurance (if applicable)
 - d. Proof of other specialty insurance (if applicable)
5. Plans and Specifications (specify, if applicable):
 - a. AquaDesign International, Sheets SP-001 thru SP-503 dated, August 9, 2021, and sheets E0.0 thru E2.1 dated August 13, 2021.
 - b. _____
 - c. _____
6. Personal Guaranty of the Agreement, only if required by Section 11.13 of the Terms and Conditions between Owner and Contractor, in the form provided in Exhibit "G"
7. Other:
 - a. _____
 - b. _____
 - c. _____

EXHIBIT "B"

SCOPE OF WORK / TIME OF COMPLETION / CONTRACT AMOUNT

Scope of Work:

The Work Site, as referenced in Section 1.6.2 of the Terms and Conditions, shall be:
(List address or description)

East Center located at 7 S. Abrego Drive, Green Valley, Arizona 85614

The Scope of Work, as this term is defined in the Terms and Conditions, shall be:
(Insert Description or refer to and attach Bid Proposal)

Construction of new commercial pool, spa, deck and includes all equipment and materials as specified on the plans and the signed proposal dated September 16, 2021.

Time of Completion:

Contractor shall commence Work on the project on the following date, which date shall be the Commencement Date for the Scope of Work:

Month: [] Day: [] Year: []

By initialing below where indicated in the footer, Contractor affirms the number of calendar days from the Commencement Date by which the Scope of Work shall be finally completed as stated below and agrees to the corresponding Payment Schedule in Exhibit D as identified below:

[] The Work shall be completed in less than sixty (60) days from the Commencement Date. The Contractor shall be completed with the Work not later than [] calendar days from the Commencement Date. If this option is selected, the Payment Schedule shall be in accordance with Exhibit D, Section 1.

OR

[] The Work shall be completed in more than sixty (60) days from the Commencement Date. The Contractor shall be completed with the Work not later than 279 calendar days from the Commencement Date. If this option is selected, the Payment Schedule shall be in accordance with Exhibit "D," Section 2.

Contract Amount:

The Contract Amount, as defined in Section 1.9 of the Terms and conditions shall be:

One Million Thirty-Seven Thousand Dollars and Zero Cents (\$1,037,000.00)

EXHIBIT "C"
CHANGE ORDER

DATE: _____

CHANGE ORDER NO: _____

CONTRACT DATE: _____

WORK SITE:

DEFINITIONS: All definitions set forth in the Terms and Conditions shall be considered incorporated in this Change Order as though fully set forth herein.

The Contract Documents are changed as follows:

Not valid unless signed by the Owner and Contractor

The original Contract Amount was: _____

Net change by previously authorized Change Orders is: _____

The Contract Amount will be _____ increased _____ decreased
_____ unchanged by this Change Order in the amount of: _____

The new Contract Amount, including this Change Order, is: _____

The Time of Completion date for the Work will be _____ increased
_____ decreased _____ unchanged by, the following number of days: _____

The Time of Completion date as of the date of this Change Order therefore is: _____

ALL CLAIMS BY CONTRACTOR AGAINST OWNER WHICH ARISE OUT OF OR INCIDENTAL THE CHANGE IN THE WORK, WHETHER FOR ADDITIONAL CONTRACT TIME OR ADDITIONAL CONTRACT AMOUNT, ARE DEEMED COMPROMISED, AND SATISFIED BY THIS CHANGE ORDER.

OWNER:

CONTRACTOR:

GREEN VALLEY RECREATION, INC.

CIMARRON CIRCLE CONSTRUCTION COMPANY

By: _____

By: _____

Name printed: _____

Name printed: _____

Its: _____

Its: _____

Date: _____

Date: _____

EXHIBIT "D"

PAYMENT SCHEDULE

- A) If the Contractor indicated by initialing on Exhibit "B" to the Terms and Conditions between Owner and Contractor that the Work is anticipated to be completed in **less** than 60 days, then Owner shall pay to Contractor, pursuant to the Terms and Conditions between Owner and Contractor, as follows:
- 1) A materials deposit in the amount of \$ N/A shall be payable by Owner to Contractor on or before N/A days prior to the Commencement Date.
 - 2) Contractor shall request a single progress payment during the performance of the Work as follows:
 - i) At such time as Contractor believes the Work is sixty percent (60%) complete, the Contractor shall give written notice to Owner, signed by an authorized representative of Contractor, state that it is made under penalty of perjury, and request a progress payment be in such amount so as to bring the total payments made by Owner to fifty percent (50%) of the Contract Amount, inclusive of any materials deposit.
 - ii) Owner shall have fourteen (14) days following such notice to inspect the claim and set forth, in writing, to Contractor any reason for withholding full or partial payment pursuant to Section 6.2.2 or approve the Work.
 - iii) Owner shall pay Contractor within seven (7) days of Owner's approval of the payment application. If Owner fails to provide a written basis to Contractor for withholding payment, the application for payment shall be deemed approved on the passing of the fourteenth (14th) day from the date of Owner's receipt of the payment application.
 - 3) Owner shall make the final payment to Contractor pursuant to Section 6.2.5.
- B) If the Contractor indicated by initialing on Exhibit "B" to the Terms and Conditions between Owner and Contractor that the Work is anticipated to be completed in **greater** than 60 days, then Owner shall pay to Contractor, pursuant to the Terms and Conditions between Owner and Contractor, as follows:
- 1) A materials deposit in the amount of \$ N/A shall be payable by Owner to Contractor on or before N/A days prior to the Commencement Date.
 - 2) Contractor shall make payment applications to Owner on the basis of a duly certified and approved billings or estimates of the Work performed and the materials supplied during the preceding thirty (30) day billing cycle.
 - 3) The first progress payment requested by Contractor shall request payment for the Work actually performed and the materials actually stored during the first thirty (30) days of the Work, less the amount of any materials deposit paid by the Owner. Thereafter, Contractor shall provide payment applications to Owner for the Work actually performed and the materials actually stored during successive thirty (30) day billing cycles during the Work.
 - 4) The following shall apply to Contractor's payment applications:
 - i) Upon receipt of a progress payment application by Contractor, Owner shall have fourteen (14) days following such notice to inspect the Work and set forth, in writing, to Contractor any reason for withholding full or partial payment pursuant to Section 6.2.2 or approve the Work.
 - ii) Owner shall pay Contractor within seven (7) days of Owner's approval of the payment application. If Owner fails to provide a written basis to Contractor for withholding payment, the application for payment shall be deemed approved on the passing of the fourteenth (14th) day.
 - 5) Owner shall make the final payment to Contractor pursuant to Section 6.2.5.

EXHIBIT "E"
ADDITIONAL INSURANCE REQUIREMENTS

Unless specifically waived by Owner by initialing where indicated in Section 10.1.6 of the Terms and Conditions, Owner hereby requires Contractor to provide evidence of the following forms of insurance, in addition to the forms of insurance required by Article 10 of the Terms and Conditions, at Contractor's sole cost and expense:

1. **Builder's Risk Insurance** in the amount of the initial Contract Amount and any changes thereafter or in the amount _____ (\$_____).
 - a. Coverage shall be on a "special perils" policy subject to a minimum \$1,000 deductible. The Contractor shall be responsible for all deductible costs and any uninsured losses, including, but not limited to, coinsurance penalties or losses, which arise from Contractor's failure to provide such builders risk coverage.
 - b. The Owner, Contractor, subcontractors, and sub-subcontractors shall be included as insureds.
 - c. The policy shall permit waiver of subrogation and beneficial occupancy.
 - d. Contractor and Owner waive all rights of recovery against each other and all tiers of subcontractors as respect Contractor's Builder's risk coverage.

WAIVED BY OWNER ONLY IF INITIALED BY OWNER

2. **Loss of Use Insurance** in the amount sufficient to insure Owner against loss of use of the Owner's property due to fire or other hazards, however caused, in the amount of \$1,000,000.00 or in the amount _____ (\$_____).

WAIVED BY OWNER ONLY IF INITIALED BY OWNER

3. **Other Specialty Insurance** (effective only if specified):

Owner's Initial

Contractor's Initial

EXHIBIT "F"

PERSONAL GUARANTY OF PERFORMANCE AND PAYMENT

THIS UNCONDITIONAL CONTINUING GUARANTEE ("Guarantee") is made as of this ___ day of _____, 20____, by _____ (hereafter referred to as "Guarantor"), to and for the benefit of **GREEN VALLEY RECREATION, INC.**, an Arizona corporation (hereafter referred to as "Owner") and to fully guarantee the performance of that certain Service and Replacement Contract of even date (hereafter referred to as the "Contract") by and between Owner and _____ (hereafter referred to as "Contractor"). In consideration of the premises and for other good and valuable consideration, receipt of which is hereby acknowledged, Guarantor:

1. Absolutely, unconditionally and irrevocably guarantees and promises the due and punctual performance of the Work and all obligations included therein.

2. Agrees that upon such terms and at such times as Owner deems best and without notice to or consent of Guarantor, Owner may (i) alter, compromise, accelerate, extend or change the time or manner for the payment of all or any part of the Work; (ii) release, substitute or add any one or more guarantors; and (iii) execute Change Orders.

3. No exercise or non-exercise by Owner of any right hereby given it, no dealing by Owner with Contractor or any guarantor or any other person, and no change, impairment or suspension of any right or remedy of Owner shall in any way affect any of the obligations of Guarantor hereunder or give Guarantor any recourse against Owner.

4. Waives and agrees not to assert or take advantage of (i) any right to require Owner to proceed against any security held by Owner at any time or to pursue any other remedy in Owner's power before proceeding against Guarantor; (ii) any defense that may arise by reason of the incapacity, lack of authority, death or disability of Contractor or any other or others, or by reason of the failure of Owner to file or enforce a claim against the estate (either in administration, bankruptcy or any other proceeding) of Contractor or any other or others; (iii) demand, protest, notice of acceptance, notice of default and notice of any other kind; (iv) any defense based upon an election of remedies by Owner which destroys or otherwise impairs the subrogation rights of Guarantor or the right of Guarantor to proceed against Contractor for reimbursement, or both; (v) any right of subrogation, reimbursement or indemnity, and any right of recourse against Contractor or Contractor's property prior to the time of completion of the Work as well as any other obligations of Contractor or Owner; (vi) any rights under Arizona Revised Statutes ' 32-1102 *et seq.*, until the Work has been completed;; and (vii) any defense based upon or related to Guarantor's or any other guarantor's lack of knowledge as to Contractor's financial condition.

5. Agrees that the amount of liability of Guarantor and all rights, powers and remedies of Owner hereunder and under any other agreement now or at any time hereafter in force between Owner and Guarantor relating to any Work by Contractor for Owner shall be cumulative and not alternative, and that such rights, powers and remedies shall be in addition to all rights, powers and remedies given to Owner by law.

6. Agrees that the obligations of Guarantor hereunder are independent of the obligations of Contractor and that a separate action or actions may be brought and prosecuted against Guarantor, whether or not Contractor is joined therein and whether or not a separate action is brought against Contractor, and that Owner may maintain successive actions for defaults. Guarantor further agrees that Owner's rights hereunder shall not be exhausted by Owner's exercise of any of Owner's rights or remedies or by any such action or by any number of successive actions until and unless the Work has been completed.

7. Agrees that Owner shall be under no obligation to marshal any assets in favor of Guarantor.

8. Agrees that should any one or more provisions of this Guarantee be determined to be illegal or unenforceable, all other provisions nevertheless shall be effective.

9. Agrees that no provision of this Guarantee or right of Owner hereunder can be waived, nor can Guarantor be released from Guarantor's obligations hereunder, except by a writing duly executed by Owner.

10. Agrees that this Guarantee shall be construed, governed and enforced in accordance with the laws of the State of Arizona. Further, the venue of any legal proceedings regarding this Guarantee shall be the Superior Court of Pima County, Arizona, or in the event of non-judicial proceedings, same shall be held in Pima County, Arizona. Guarantor further agrees that except as provided in any other written agreement now or at any time hereafter in force between Owner and Guarantor, this Guarantee shall constitute the entire agreement of Guarantor with Owner with respect to the subject matter hereof, and no representation, understanding, promise or condition concerning the subject matter hereof shall be binding upon Owner unless expressed herein.

11. Agrees that this Guarantee shall inure to the benefit of and may be enforced by Owner, Owner's heirs, legal representatives, successors, assigns and nominees, including without limitation the subcontractors of all or any portion of the Work.

12. Agrees that if there should be more than one Guarantor (including Guarantors that are husband and wife), that the obligations hereunder shall be jointly and severally binding upon and enforceable against Guarantors and each of them and their heirs, legal representatives, successors, assigns and each of them, and further, that this Guarantee shall extend to the separate property and community property of each of the Guarantors, and further agrees that their obligations hereunder shall be joint and several, as to themselves and as well as with any person or persons, if any, who may execute similar guarantee agreements in favor of Owner relating to all or any part of the Work, and further, that this Guarantee shall extend to the separate property and community property of each of the Guarantors.

13. Agrees to pay reasonable attorneys' fees and all other costs and expenses which may be incurred by Owner in the enforcement of this Guarantee.

14. Agrees, represents and warrants that Guarantor is relying upon Guarantor's own knowledge and is fully informed with respect to Contractor's financial condition. Guarantor assumes full responsibility for keeping fully informed of the financial condition of Contractor and all other circumstances affecting Contractor's ability to perform Contractor's obligations to Owner, and agrees that Owner will have no duty to report to Guarantor any information which Owner receives about Contractor's financial condition or any circumstances bearing on Contractor's ability to perform.

15. Agrees that upon a default of Contractor, Owner may elect to foreclose non-judicially or judicially against any real or personal property security Owner holds for completion of the Work, or exercise any other remedy against Contractor or any security. No such action by Owner will release or limit the liability of Guarantor, even if the effect of that action is to deprive Guarantor of the right to collect reimbursement from Contractor for any sums paid to Owner, or to obtain reimbursement by means of any security held by Owner for the Indebtedness.

IN WITNESS WHEREOF, Guarantor has executed this Guarantee as of the day, month and year set forth next Guarantor's signature below, and the date of the Guarantor's signature shall be the date of this Guarantee for reference purposes.

GUARANTOR: _____
BY:
ITS: