

~~2007 PD62~~
2007 PD45



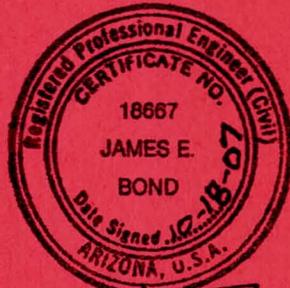
CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

CONTRACT DOCUMENTS

FOR

PIER AT TOWN LAKE
IMPROVEMENT DISTRICT NO. 180

PROJECT NO. 5103011



James E. Bond
(FOR GENERAL & SPECIAL PROVISIONS ONLY)
CITY COUNCIL MEMBERS

Mayor - Hugh Hallman

Mark Mitchell
Barbara J. Carter
Shana Ellis

P. Ben Arredondo
Onnie Shekerjian
J. Hut Hutson

Acting City Manager - Jeff Kulaga
City Engineer - Andy Goh, P.E.

2007

SPECIAL NOTICE

BIDS SHALL BE SUBMITTED IN A SEALED ENVELOPE. THE
OUTSIDE LOWER RIGHT HAND CORNER SHALL BE MARKED:
BID OF _____, CONTRACTOR,

FOR: **PIER AT TOWN LAKE
IMPROVEMENT DISTRICT NO. 180
PROJECT NO. 5103011**

TABLE OF CONTENTS

Notice to Contractors	N-1
Engineer's Estimate	EE-1
Financial Arrangements	F-1
General Provisions	G-1
Special Provisions	S-1
Technical Specifications	TS-1
Check Sheet	CS-1
Proposal.....	P-1
Bidder's Project References	PR-1
Subcontractor List	SB-1
Contract.....	C-1
Performance Bond.....	B-1
Payment Bond	B-3
Legal Opinion	LO-1
Contractor's Affidavit (Settlement of Claims)	AFF-1
Contractor's Affidavit (Health Insurance)	AFF-2
Resolution of Intention	ROI-1

**NOTICE TO CONTRACTORS
CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT**

**PIER AT TOWN LAKE IMPROVEMENT DISTRICT NO. 180
CITY OF TEMPE PROJECT NO. 5103011**

OF THE PASSAGE OF THE RESOLUTION ORDERING THE IMPROVEMENT AND INVITING SEALED PROPOSALS FOR THE IMPROVEMENT KNOWN AS CITY OF TEMPE, ARIZONA, PIER AT TOWN LAKE IMPROVEMENT DISTRICT NO. 180.

This notice is given pursuant to the provisions of §§ 48-571 to 48-619, inclusive, Arizona Revised Statutes, and amendments and supplements thereto.

On September 20, 2007, the Mayor and Council of the City of Tempe, Arizona, duly passed and adopted its Resolution No. 2007.79 ordering that the work described in Resolution of Intention No. 2007.78 be done, said Resolution also directing this notice to be given.

THEREFORE, notice is hereby given that the City of Tempe, Arizona, will receive proposals for furnishing of all labor, material, transportation, services and equipment for the improvement of certain streets within the Improvement District; each proposal to be made in accordance with the aforementioned Resolution of Intention on file in the office of the Clerk of said City; plans, specifications and other proposal documents and contract documents are now on file with the Clerk, whose office is located at the City Hall, 31 E. Fifth Street, Tempe, Arizona 85281, and the City Engineer, whose office is located at 31 E. Fifth Street, Tempe, Arizona 85281, where they may be examined.

SEALED BIDS will be received and the time of delivery recorded by the City of Tempe, Arizona, Public Works Department, Engineering Division, City Hall West Garden Level, 31 E. Fifth Street, Tempe, Arizona 85281, until 10:00 a.m., Tuesday, November 20, 2007. At that time, bids will be opened and publicly read aloud in the Public Works Conference Room. Bids received after the time specified will be returned unopened. If a bid is mailed in or delivered via any overnight mail service, the outside envelope should be marked with the **date and time of the bid opening, as well as the words "PUBLIC WORKS ENGINEERING BID OPENING"**. Please allow enough time for delivery, as many companies will deliver to one central location, not individual departments.

The proposed work will consist of construction of improvements for the Pier at Town Lake Improvement District together with associated work and shall be accomplished in accordance with the "Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction" and "The City of Tempe Supplements thereto" except as otherwise set forth in the Contract Documents.

Bidders must be eligible to do said work under and in accordance with, and must agree to conform to, the laws of the State of Arizona. The five percent (5%) preference pursuant to Arizona Revised Statutes § 34-241 does not apply to this project.

All Contractors are required to submit, from their insurance carriers, a three (3) year history of both their Experience Modification Factor (EMOD) and their loss ratio. In addition, all Contractors are required to submit an affidavit certifying that their company and all its subcontractors, defined as doing work in excess of \$30,000.00 as determined at the start of each project, will have and will continue to have during the course of the contract health insurance in force for all employee. The employer must offer insurance to employees for their eligible dependents.

A set of plans, specifications and other contract documents are available from the City of Tempe Engineering Division (480-350-8200) upon payment of three hundred dollars (\$300.00). In the event that a set of plans and specifications is not returned in good order within seven (7) calendar days from the date of purchase, the payment will be forfeited and is non-refundable. Specification books must be returned with original binding intact.

Each proposal shall be sealed in an envelope addressed to the City Engineer of the City of Tempe and bearing the following statement on the outside of the envelope: Proposal to Construct City of Tempe, Arizona, Pier at Town Lake Improvement District No. 180.

Each proposal shall be made out in the form set forth in the Contract Documents and all pages of said contract documents book must be submitted as part of the proposal and shall be accompanied by a bid bond payable to the City of Tempe, Arizona for not less than ten percent (10%) of the amount of the bid. Personal or individual surety bonds are not acceptable. The City of Tempe requires all bonding companies and liability and excess insurance carriers to have a rating of "A- or better as listed in the most recent "Best Key Rating Guide (Property and Casualty" published by A.M. Best Company). The above-mentioned bond shall be given as a guarantee that the bidder will enter into the contract if awarded to him, and will be declared forfeited if the successful bidder refuses to enter into said contract after being requested to do so by the City Clerk. All proposals shall be received by the City of Tempe Engineering Division at City Hall, 31 E. Fifth Street, Tempe, Arizona 85281, on or before November 20, 2007, at 10:00 a.m. All proposals will be opened thereafter and the total amounts so bid read aloud at that time in the Public Works Conference Room. All proposals will be tabulated by the City Engineer who shall report his findings to the Mayor and Council of the City. It is expected that the Mayor and Council will award the contract to the lowest and best responsible bidder on December 6, 2007, at the Council meeting which shall be held at 7:30 p.m. on such date.

The Mayor and Council reserve the right to reject any or all proposals, or to reject the bids of any persons who have been delinquent or unfaithful to any contract with the City of Tempe, Arizona, and to waive any informalities or irregularities in the proposals.

The Mayor and Council have determined that improvement bonds will be issued to represent the construction cost and all of the incidental costs of such work and improvement, including engineering, printing, advertising and posting and preparation of proceedings; and notice is hereby given that such bonds shall be issued under the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, and amendments thereto, by the City of Tempe, but payable only out of a special fund collected in twenty five (25) annual installments from the assessments of \$25.00 or over remaining unpaid at the end of the cash collection period. The bonds shall be payable on the first day of January commencing in the year determined by the Mayor and Council and on the first day of January of each year thereafter until all are paid. Said bonds shall bear interest at a rate of not to exceed twelve percent (12%) per annum. Interest will be payable on the first days of January and July of each year.

THE CONTRACTOR WILL BE PAID WITH CASH PAYMENTS ONCE EACH MONTH, SUCH PAYMENTS TO BE ON THE BASIS OF NINETY PERCENT (90%) OF THE VALUE OF THE WORK ACTUALLY PERFORMED AS ESTIMATED BY THE CITY ENGINEER. THE RETAINAGE WILL BE PAID AFTER THE MAYOR AND COUNCIL HAS APPROVED THE ASSESSMENT. APPROVAL OF THE ASSESSMENT IS EXPECTED TO OCCUR APPROXIMATELY FORTY-FIVE (45) DAYS AFTER THE WORK TO BE LET FOR THE IMPROVEMENT DISTRICT HAS BEEN CERTIFIED AS COMPLETED AND APPROVED BY THE CITY ENGINEER TO THE MAYOR AND COUNCIL. THE CONTRACTOR WILL NOT BE REQUIRED TO ADVANCE INCIDENTAL EXPENSES. THE CONTRACTOR WILL NOT BE RESPONSIBLE FOR MAKING CASH COLLECTIONS FROM PROPERTY OWNERS.

The construction contract contains a provision for liquidated damages which provides that for each and every day the Work contemplated by the construction contract remains uncompleted beyond the time set for its completion, or as the time for completion of the Work may be extended by the City Engineer with the consent of the mayor and common council of the City, the Contractor shall pay to the City an amount per calendar day equal to the per diem interest cost on the hereinabove described improvement bonds from the date scheduled for completion of the Work to the date of actual completion of the Work plus an amount equal to all direct "out-of-pocket expenses" (but not consequential expenses) incurred by the City as a result of the Contractor's failure to complete the Work by the time set for its completion as liquidated damages and not as a forfeit or penalty. **Direct expenses are defined as expenses required to enforce performance of the contract and collection under the bond.** This sum may be deducted from moneys due or to become due to the Contractor as compensation under the construction contract.

Without charge, the City will provide the winning bidder with the opinion of Gust Rosenfeld P.L.C. concerning the validity of the proceedings to and including the execution of the construction contract. The fees of Gust Rosenfeld P.L.C. will be paid as a part of the incidental expenses.

No bidder may withdraw his proposal for a period of one hundred twenty (120) calendar days after the date set for the opening thereof.

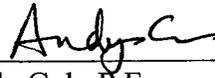
The City reserves the right to cancel this notice at any time.

A pre-bid meeting will be held on November 6, 2007, at 10:00 a.m. at the City of Tempe Public Works Conference Room, 31 E. Fifth Street, garden level, west wing of the City Hall Complex. Bidders are not required to attend the pre-bid meeting, but are encouraged to do so.

Work shall not start until after the date of issuance of Notice to Proceed and shall be completed within two hundred seventy (270) calendar days thereafter.

For information concerning the plans, Technical Specifications or proposal pages, please contact Punya Khanai, 7373 E. Doubletree Ranch Road, Suite B155, Scottsdale, Arizona 85258, telephone: (480) 285-3000.

For information concerning the financing procedures and the issuance of bonds contact Mr. Keith C. Hoskins, Gust Rosenfeld P.L.C., 201 E. Washington Street, Suite 800, Phoenix, Arizona, 85004-2327, phone (602) 257-7967.



Andy Goh, P.E.
Deputy PW Manager/City Engineer

Publish: October 25, 2007, October 26, 2007, November 1, 2007 and November 2, 2007
PW Engineering Account No. 0030151

**CITY OF TEMPE, ARIZONA
PIER AT TOWN LAKE INFRASTRUCTURE IMPROVEMENTS
IMPROVEMENT DISTRICT NO. 180**

PURSUANT TO THE PROVISIONS OF SECTION 48-571 TO 48-619, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO, I HEREBY ESTIMATE THE COST AND EXPENSES OF THE PIER AT TOWN LAKE IMPROVEMENT DISTRICT NO. 180 TO BE AS FOLLOWS:

TOTAL CONSTRUCTION COSTS	\$24,653,252	
TRAFFIC SIGNAL	\$400,000	
PURCHASED IMPROVEMENTS	\$500,000	
TOTAL CONSTRUCTION COSTS		\$25,553,252
INCIDENTALS		
Site Remediation	\$500,000	
Design	\$3,200,000	
Construction Management	\$1,695,832	
Inspections	\$250,000	
Testing	\$75,000	
I.D. Administration	\$70,000	
Printing & Publishing	\$25,000	
Bond Counsel Fees	\$200,000	
Underwriter's Counsel Fees	\$150,000	
Initial Trustee, Registrar, Paying Agent Fees	\$25,000	
Rating Agency Fees	\$50,000	
Financial Consultant Fees	\$250,000	
City Fees	\$325,000	
As-Built Fees	\$50,000	
Other	\$25,000	
Developer Coordination	\$250,000	
TOTAL INCIDENTALS		\$7,140,832
TOTAL PROJECT COSTS		\$32,694,084
TOTAL CASH ASSESSMENT		\$32,694,084
CAPITALIZED INTEREST (8% FOR 15 MONTHS)		\$3,632,676
TOTAL BONDED ASSESSMENT WITH CAPITALIZED INTEREST		\$36,326,760



DISTRICT ENGINEER

THE PIER AT TOWN LAKE

ESTIMATE OF QUANTITIES

CIVIL/SITE

Pay Item	Description	Units	QTY	Unit Cost	TOTAL PRICE
1	CLEARING & GRUBBING	LS	1	\$100,000.00	\$100,000
2	EROSION CONTROL	LS	1	\$50,000.00	\$50,000
3	REMOVE CURB AND GUTTER	LF	4,000	\$6.25	\$25,000
4	REMOVE PIPE (DIA 30" OR SMALLER)	LF	215	\$25.00	\$5,375
5	REMOVE PIPE (DIA 66" OR LARGER)	LF	286	\$37.50	\$10,725
6	PLUG PIPE WITH GUNITE, CAP AND WELD ENDS	LF	221	\$12.50	\$2,763
7	REMOVE WELL VAULTS, BACKFILL AND COMPACT	EA	3	\$12,500.00	\$37,500
8	REMOVE BLOWER VAULT, BACKFILL AND COMPACT	EA	3	\$12,500.00	\$37,500
9	REMOVE TREE (DIA LARGER THAN 12")	EA	1	\$875.00	\$875
10	REMOVE CONCRETE SIDEWALK	SF	16,570	\$1.00	\$16,570
11	REMOVE STORM DRAIN MAN HOLE	EA	1	\$4,375.00	\$4,375
12	REMOVE WATER VAULT	EA	1	\$6,250.00	\$6,250
13	REMOVE CONCRETE HEADWALL	EA	1	\$1,875.00	\$1,875
14	REMOVE EXISTING GATE	EA	1	\$375.00	\$375
15	REMOVE FIRE HYDRANTS, SALVAGE USEABLE PARTS	EA	5	\$950.00	\$4,750
16	REMOVE STREET SIGNS, SALVAGE USEABLE PARTS	EA	3	\$500.00	\$1,500
17	REMOVE STREET LIGHTS AND ACCESSORIES	EA	3	\$950.00	\$2,850
18	REMOVE FENCE	LF	1,045	\$3.75	\$3,919
19	REMOVE RIP-RAP	SF	2,380	\$5.00	\$11,900
20	REMOVE MEDIAN	SY	1,020	\$30.00	\$30,600
21	ABANDON MONITORING WELLS	EA	4	\$7,500.00	\$30,000
22	EXCAVATION	CY	191,923	\$12.50	\$2,399,038
23	BACKFILL & COMPACTION	CY	227,408	\$15.00	\$3,411,120
24	1 SAC SLURRY BACKFILL	CY	300	\$125.00	\$37,500
25	SUBGRADE PREP	SY	44,600	\$6.25	\$278,750
26	IMPORT BORROW MATERIAL	CY	35,485	\$31.25	\$1,108,906
27	6" THICK ASPHALT CONCRETE PAVEMENT	SY	30,700	\$75.00	\$2,302,500
28	9" THICK CONCRETE PAVEMENT, MONOLITHIC POUR	SF	8,000	\$10.50	\$84,000
29	7" THICK AGGREGATE BASE COURSE	SY	20,100	\$12.50	\$251,250
30	12" THICK AGGREGATE BASE COURSE	SY	1,356	\$23.00	\$31,188
31	VERT. CURB & GUTTER, MAG 220-1, TYPE A	LF	15,450	\$31.25	\$482,813
32	SINGLE CURB, MAG 222, TYPE B	LF	2,000	\$25.00	\$50,000
33	CONCRETE SIDEWALK (CITY STANDARD)	SF	4,000	\$9.50	\$38,000
34	ADA SIDEWALK RAMP, MAG 231 TYPE A	EA	20	\$3,125.00	\$62,500
35	SIDEWALK RAMP, MAG 233, TYPE C	EA	6	\$2,500.00	\$15,000
36	Concrete retaining wall	SF	2,450	\$50.00	\$122,500
37	8" DIP WATER MAIN	LF	3,000	\$70.00	\$210,000
38	12" DIP WATER MAIN	LF	4,100	\$98.00	\$401,800
39	8" WATER SERVICE W/VALVES	LF	400	\$150.00	\$60,000



THE PIER AT TOWN LAKE

ESTIMATE OF QUANTITIES

CIVIL/SITE

Pay Item	Description	Units	QTY	Unit Cost	TOTAL PRICE
40	6" FIRE HYDRANT LATERALS	LF	450	\$65.00	\$29,250
41	FIRE HYDRANTS (COMPLETE WITH VALVE AND FITTINGS)	EA	27	\$3,500.00	\$94,500
42	12" MAIN LINE WATER VALVES	EA	41	\$1,575.00	\$64,575
43	8" MAINLINE WATER VALVES	EA	49	\$1,019.00	\$49,931
44	VERTICAL REALIGNMENT, 12" WATER	EA	1	\$8,000.00	\$8,000
45	VERTICAL REALIGNMENT, 8" WATER	EA	2	\$6,000.00	\$12,000
46	MAG 404 CONCRETE ENCASUREMENT	EA	4	\$6,500.00	\$26,000
47	18" RGRCP CLASS III DRAIN PIPE	LF	1,241	\$46.00	\$57,086
48	18" RGRCP CLASS IV DRAIN PIPE	LF	472	\$46.00	\$21,712
49	18" RGRCP CLASS V DRAIN PIPE	LF	203	\$50.00	\$10,150
50	21" RGRCP CLASS III DRAIN PIPE	LF	150	\$58.00	\$8,700
51	24" RGRCP CLASS III DRAIN PIPE	LF	689	\$68.00	\$46,852
52	24" RGRCP CLASS IV DRAIN PIPE	LF	354	\$75.00	\$26,550
53	30" RGRCP CLASS III DRAIN PIPE	LF	721	\$75.00	\$54,075
54	36" RGRCP CLASS III DRAIN PIPE	LF	729	\$88.00	\$64,152
55	42" RGRCP CLASS III DRAIN PIPE	LF	104	\$110.00	\$11,440
56	48" RGRCP CLASS III DRAIN PIPE	LF	55	\$110.00	\$6,050
57	54" RGRCP CLASS III DRAIN PIPE	LF	292	\$135.00	\$39,420
58	60" RGRCP CLASS III DRAIN PIPE	LF	158	\$160.00	\$25,280
59	66" RGRCP CLASS III DRAIN PIPE	LF	650	\$162.00	\$105,300
60	72" RGRCP CLASS III DRAIN PIPE	LF	800	\$291.00	\$232,800
61	78" RGRCP CLASS III, DORSEY BYPASS REPLACEMENT	LF	245	\$385.00	\$94,325
62	30" RGRCP, CLASS IV FORCE MAIN FOR RECL. WATER BYPASS REPLACEMENT	LF	245	\$150.00	\$36,750
63	DIVERSION STRUCTURES	EA	3	\$35,000.00	\$105,000
64	144" CMP RETENTION PIPES	LF	735	\$525.00	\$385,875
65	CULVERT OUTLET WITH MAG 501-3 HEADWALL	EA	1	\$15,000.00	\$15,000
66	CATCH BASIN MAG DET 531	EA	33	\$4,500.00	\$148,500
67	5' DIA STORM DRAIN MANHOLE MAG 520, DEPTH>10'	EA	10	\$9,520.00	\$95,200
68	5' DIA STORM DRAIN MANHOLE MAG 520, DEPTH 10' OR LESS	EA	10	\$9,100.00	\$91,000
69	6' DIA STORM DRAIN MANHOLE MAG 520, DEPTH 10' OR LESS	EA	7	\$9,170.00	\$64,190

Registered Professional Engineer (C.M.I.)
 CERTIFICATE NO. 31577
 PUNYA P. KHANAL
 Date Signed 9-19-07
 ARIZONA, U.S.A.
Punya P. Khanal

THE PIER AT TOWN LAKE

ESTIMATE OF QUANTITIES

CIVIL/SITE

Pay Item	Description	Units	QTY	Unit Cost	TOTAL PRICE
70	6' DIA STORM DRAIN MANHOLE MAG 520, DEPTH> 10'	EA	3	\$9,590.00	\$28,770
71	5' DIA STORM DRAIN MANHOLE MAG 523, MODIFIED BASE DEPTH>10'	EA	3	\$9,800.00	\$29,400
72	STORMCEPTOR MODEL 450i MANHOLE	EA	3	\$9,100.00	\$27,300
73	5' DIA STORM DRAIN MANHOLE MAG 521, MODIFIED BASE . 10'	EA	14	\$9,520.00	\$133,280
74	5' DIA STORM DRAIN MANHOLE MAG 521, MODIFIED BASE =10' OR LESS	EA	9	\$9,100.00	\$81,900
75	STORMWATER PUMP WELL WITH PUMP AND CONTROLS	EA	1	\$35,000.00	\$35,000
76	STORM DRAIN MANHOLE EXTENSION WITH 5' DIA SHAFT AND SPECIAL BASE DEPTH .10'	EA	3	\$10,500.00	\$31,500
77	24" THICK NATIVE STONE RIP-RAP	SY	110	\$50.00	\$5,500
78	24" THICK GROUTED ROCK RIP-RAP	SY	140	\$50.00	\$7,000
79	4" DIP STORM WATER FORCE MAIN	LF	100	\$45.00	\$4,500
80	8" VCP SEWER MAIN	LF	902	\$68.00	\$61,336
81	10" VCP SEWER MAIN	LF	650	\$78.00	\$50,700
82	12" VCP SEWER MAIN	LF	200	\$88.00	\$17,600
83	15" VCP SEWER MAIN	LF	465	\$98.00	\$45,570
84	6" PVC SEWER SERVICE	LF	530	\$36.00	\$19,080
85	SEWER MAN HOLE, MAG 420, 60" DIA, DEPTH = 10' OR LESS	EA	4	\$6,800.00	\$27,200
86	SEWER MAN HOLE, MAG 420, 60" DIA, DEPTH OVER 10'	EA	15	\$7,300.00	\$109,500
87	DROP SEWER CONNECTION, MAG 426-B	EA	1	\$15,500.00	\$15,500
88	RELOCATE RECOVERY WELLS	EA	3	\$250,000.00	\$750,000
89	SIGNING AND STRIPING	LS	1	\$150,000.00	\$150,000
90	BUS SHELTER	EA	1	\$350,000.00	\$350,000
91	MATERIALS TESTING, QA/QC	LS	1	\$500,000.00	\$500,000
92	CONSTRUCTION SURVEY/STAKING	LS	1	\$250,000.00	\$250,000
93	TRAFFIC CONTROL	LS	1	\$150,000.00	\$150,000
94	AS-BUILT PLANS	LS	1	\$125,000.00	\$125,000
95	KARSTEN GOLF COURSE IMPORT FILL/GRADING*	CY	10,700	\$14.00	\$149,800

Total of unit pricing

\$16,916,665



THE PIER AT TOWN LAKE
ESTIMATE OF QUANTITIES
LANDSCAPING & HARDSCAPING

Pay Item	Description	Units	QTY	Unit Cost	TOTAL PRICE
96	PV1 - City standard sidewalk	SF	10,860.00	\$ 8.75	\$95,025
97	PV2 - Integral color concrete paving w/ sawcut joints	SF	710.00	\$ 10.75	\$7,633
98	PV4 - Integral color concrete paving w/ hand seeded aggregate and top cast finish. Saw cut joints	SF	11,700.00	\$ 12.50	\$146,250
99	PV6 - Porphyry stone pavers, 4" x 4"	SF	615.00	\$ 30.00	\$18,450
100	PV7 - Linear Stepstone concrete pavers	SF	22,710.00	\$ 15.50	\$352,005
101	PV8 - Concrete unit pavers, sand set w/ joint sealant	SF	4,045.00	\$ 13.00	\$52,585
102	PV8A - Vehicular Pavers at Entry	SF	1,350.00	\$ 25.00	\$33,750
103	PV9 - Crushed stone aggregate, 2" - 3"	SF	5,900.00	\$ 3.75	\$22,125
104	PV10 - Flagstone Pavers	SF	1,225.00	\$ 31.25	\$38,281
105	PV11 - Wood bridge, lpe	SF	475.00	\$ 68.75	\$32,656
106	PV12 - Cast in place, integral color concrete steps	SF	311.00	\$ 75.00	\$23,325
107	W-1 - 18" high concrete seat wall	LF	160.00	\$ 175.00	\$28,000
108	W-3 - 30" High concrete wall	LF	150.00	\$ 225.00	\$33,750
109	W-5 - Cascade fountain wall and basin	LF	115.00	\$ 1,500.00	\$172,500
110	BENCHES	EA	66.00	\$ 2,100.00	\$138,600
111	TRASH RECEPTACLES	EA	22.00	\$ 1,860.00	\$40,920
112	FOUNTAINS	ALLOW	1.00	\$ 1,500,000	\$1,500,000

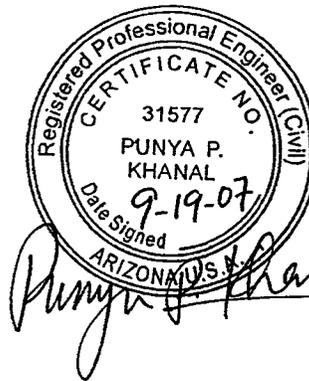


THE PIER AT TOWN LAKE
ESTIMATE OF QUANTITIES
LANDSCAPING & HARDSCAPING

113	SF-3 - Handrails	LF	24.00	\$ 200.00	\$4,800
114	Fine Grading	SF	59,235.00	\$ 0.25	\$14,809
115	Soil Preparation	SF	59,235.00	\$ 0.50	\$29,618
116	Weed Abatement	SF	59,235.00	\$ 0.25	\$14,809
117	Automatic Irrigation System	SF	59,235.00	\$ 0.75	\$44,426
118	Understory planting - 1 Gallon	EA	10,465.00	\$ 21.00	\$219,765
119	Understory planting - 5 Gallon	EA	995.00	\$ 55.00	\$54,725
120	Understory planting - 15 Gallon	EA	285.00	\$200.00	\$57,000
121	Turf	SF	1,345.00	\$2.10	\$2,825
122	Populus fremontii - 24" Box	EA	47.00	\$665.00	\$31,255
123	Quercus virginiana - 36" Box	EA	24.00	\$938.00	\$22,512
124	Cercidium praecox - 36" Box	EA	11.00	\$938.00	\$10,318
125	Phoenix dactylifera 'Medjool' - 30' b.t.h.	EA	49.00	\$6,250.00	\$306,250
126	Prosopis chilensis 'Phoenix' - 36" Box	EA	11.00	\$938.00	\$10,318
127	Cercidium x 'Desert Museum' - 36" Box	EA	17.00	\$938.00	\$15,946
128	Fraxinus velutina 'Rio Grande' - 36" Box	EA	47.00	938	\$44,086
129	Jacaranda mimosifolia - 48" Box	EA	2.00	1250	\$2,500
119	120 Day landscape maintenance	SF	59,235.00	0.25	\$14,809
120	Electric Gates	EA	2.00	\$ 12,500.00	\$25,000
121	Manual Gate	EA	1.00	\$ 6,000.00	\$6,000

Total of unit pricing

\$3,667,625



THE PIER AT TOWN LAKE

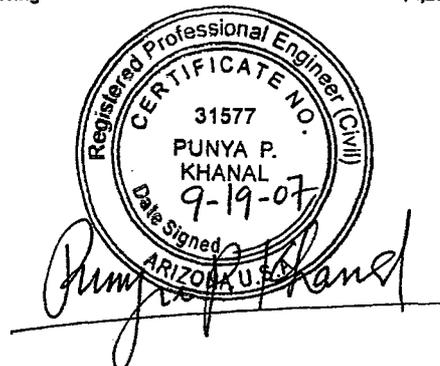
ESTIMATE OF QUANTITIES

ELECTRICAL

Pay Item	Description	Units	QTY	Unit Cost	TOTAL PRICE
122	No. 6 AWG THW CONDUCTOR	CLF	115.1	\$112	\$12,834
123	No. 8 AWG THW CONDUCTOR	CLF	150.3	\$110	\$16,571
124	No. 10 AWG THW CONDUCTOR	CLF	464.45	\$101	\$46,817
125	No. 12 AWG THW CONDUCTOR	CLF	267.3	\$101	\$26,890
126	No. 250 AWG THW CONDUCTOR	CLF	12	\$101	\$1,206
127	CONDUIT, PVC, SCHEDULE 40, 2" DIAMETER	LF	9699	\$25	\$245,967
128	CONDUIT, PVC, SCHEDULE 40, 1" DIAMETER	LF	4985	\$23	\$115,403
129	CONDUIT, PVC, SCHEDULE 40, 2" DIAMETER	LF	6340	\$25	\$160,782
130	CONDUIT, PVC, SCHEDULE 40, 2 1/2" DIAMETER	LF	1550	\$28	\$42,625
131	CONDUIT, PVC, SCHEDULE 40, 4" DIAMETER	LF	280	\$33	\$9,100
132	LUMINAIRE, POLE, MAST ARM, TYPE "SO1"	EA	37	\$5,500	\$203,500
133	LUMINAIRE, POLE, MAST ARM, TYPE "SO1R"	EA	25	\$5,950	\$148,750
134	LUMINAIRE, POLE, MAST ARM, TYPE "SO2"	EA	14	\$6,850	\$95,900
135	POLE, TYPE "SO2P"	EA	4	\$6,850	\$27,400
136	LUMINAIRE, POLE, MAST ARM, TYPE "SO3"	EA	11	\$4,500	\$49,500
137	LUMINAIRE, TYPE "SO4", 70W MH	EA	30	\$675	\$20,250
138	LUMINAIRE, TYPE "SO5", 7.5W XENON	LF	1250	\$225	\$281,250
139	LUMINAIRE, TYPE "SO6", 39W MH	EA	39	\$875	\$34,125
140	LUMINAIRE, TYPE "SO7", 150W HALOGEN	EA	27	\$675	\$18,225
141	LUMINAIRE, TYPE "SO10", 10W LV HALOGEN	EA	31	\$4,500	\$139,500
142	LUMINAIRE, TYPE "SO11", 39W MH	EA	22	\$675	\$14,850
143	LUMINAIRE, TYPE "SO13", 20W MH	EA	7	\$675	\$4,725
144	LUMINAIRE, TYPE "SO14", 18W LV INCANDESCENT	EA	12	\$1,019	\$12,228
145	LUMINAIRE, TYPE "SO15", 250W HPS Relocate from Rio Salado	EA	7	\$6,500	\$45,500
146	LUMINAIRE, TYPE "SO16", LED, RGB, 3" OC	LF	1005	\$896	\$900,480
147	LUMINAIRE POLE BASE, CONCRETE, 2' DIA, 10' DEPTH	EA	87	\$1,250	\$108,750
148	PULL BOXES, 12" X 12"	EA	6	\$200	\$1,200
149	PULL BOXES, 13" X 24"	EA	13	\$250	\$3,250
150	TYPE 3 JUNCTION BOX	EA	7	\$750	\$5,250
151	WEATHERPROOF RECEPTACLE	EA	8	\$450	\$3,600
152	CONTROL CABINET, LTG, INCLUDES EVERYTHING IN CABINET	EA	2	\$15,000	\$30,000
153	CONTROL CABINET CONCRETE BASE, LIGHTING	EA	2	\$6,500	\$13,000
154	400 AMP, 277/480 VOLT ELECTRICAL SERVICE	EA	1	\$45,000	\$45,000
155	INSTALL APS MANHOLE	EA	6	\$6,500	\$39,000
156	INSTALL SRP MANHOLE	EA	7	\$6,500	\$45,500
157	PROVIDE 8' X 8' COMMUNICATIONS MANHOLE	EA	5	\$6,500	\$32,500
158	PROVIDE 8' X 12' COMMUNICATIONS MANHOLE	EA	2	\$6,500	\$13,000
159	(2) 5" CONDUITS, CONCRETE ENCASED DUCTBANK	LF	470	\$31	\$14,406
160	(4) 5" CONDUITS, CONCRETE ENCASED DUCTBANK	LF	570	\$61	\$34,941
161	(6) 5" CONDUITS, CONCRETE ENCASED DUCTBANK	LF	740	\$92	\$68,043
162	(8) 5" CONDUITS, CONCRETE ENCASED DUCTBANK	LF	2570	\$123	\$315,082
163	(6) 3" CONDUITS, CONCRETE ENCASED DUCTBANK	LF	440	\$45	\$19,910
164	(9) 3" CONDUITS, CONCRETE ENCASED DUCTBANK	LF	2670	\$78	\$208,260
165	(12) 3" CONDUITS, CONCRETE ENCASED DUCTBANK	LF	240	\$88	\$21,120
166	(3) 4" CONDUITS, CONCRETE ENCASED DUCTBANK	LF	1040	\$33	\$34,580
167	(6) 4" CONDUITS, CONCRETE ENCASED DUCTBANK	LF	840	\$72	\$60,606
168	(9) 4" CONDUITS, CONCRETE ENCASED DUCTBANK	LF	2435	\$79	\$191,537
169	CONCRETE PAD AT LEVEE PUMP STATION NO.7	EA	3	\$7,850	\$23,550
170	REWIRE LEVEE PUMP STATION	EA	3	\$75,000	\$225,000

Total of Unit Pricing

\$4,231,462



FINANCIAL ARRANGEMENTS

PLEASE READ CAREFULLY

The financing arrangements for the contract to be entered into for the work entitled "City of Tempe, Arizona, Pier at Town Lake Improvement District No. 180" may differ from methods familiar to bidders.

The contract will be a "cash" job and the winning bidder will not be required to finance the work to the completion of construction. The contractor will be paid in "draws", based on a percentage of work actually done as more particularly stated herein.

The winning bidder will not be required to accept the bonds in lieu of cash payment. Either the bonds will be sold and delivered to bond purchasers in advance of the first draw or sufficient cash to pay the amount of the contract will be deposited by certain landowners within the district prior to the start of construction.

The winning bidder will not be required to advance incidental expenses.

The winning bidder will not be required to make cash collections.

The winning bidder will execute the construction contract within ten (10) business days from the date it is awarded. All required payment and performance bonds and insurance policies must be delivered to the City at the signing of the construction contract.

Date to Receive Proposals to Construct the Work

Proposals are expected to be received on Tuesday, November 20, 2007. (See the form of the Advertisement for proposals; however, this date may be changed by the City).

Form of Proposal

Proposals will be returned unopened if not submitted properly sealed and prior to the time set forth in the advertisement for proposals. Addenda shall be attached inside the front cover of this booklet.

Bids shall be enclosed in sealed envelopes, addressed to the Clerk of the City of Tempe and marked on the outside lower right-hand corner indicating:

1. The Bidder's name and address;
2. The Project Number;
3. The Title of the Project; and
4. The Time and Date the bids are to be received.

Payment for Construction Work

The City will make cash payments on the basis of ninety percent (90%) of the value of the work actually performed as estimated by the City Engineer, such payments to be made on the fifteenth day of each month commencing in the second month after the commencement of the work. The ten percent (10%) retained shall be paid after the Mayor and Council have approved the assessment. Approval of the assessment is expected to occur approximately forty-five (45) days after the Superintendent of Streets of the City notifies the Mayor and Council that the work is complete.

At or prior to execution of the construction contract, the winning bidder must submit to the City Engineer and the Superintendent of Streets of the City a progress schedule and an estimate of the anticipated monthly progress payments on the construction.

Financing

To finance the work, the City will levy an assessment as soon as possible after the award of the construction contract. A cash collection period will ensue. At the completion of the cash collection period, all unpaid assessments will go to bond. The City will sell the bonds and deposit the funds in a special construction fund to be used to pay progress payments and incidental expenses.

Award of Contract Contingent on Sale of Bonds and Certain Other Matters

To guard against the possibility that the City will not find a buyer for the bonds, the construction contract will be conditioned upon the actual sale of the City's bonds in an amount which, when added to the cash collections, any additional cash contributions required from the landowners and any contribution from the City is sufficient to produce the amount required to meet the payments from the Construction Fund necessary to pay the contract and any interest coming due on the bonds prior to completion of construction. The City reserves the right to rescind the award of the construction contract and terminate the construction contract, if executed, without incurring expenses or liability for such termination or rescission if it is unable to provide funding through the sale of its bonds or if the Mayor and Council uphold an objection to the award of construction contract which requires abandonment of the project or rescission of the award of construction contract. Additionally, the City reserves the right to rescind the award of construction contract and terminate the construction contract, if executed, or reduce the scope of work by excluding from the contract some or all of the work, without incurring expenses or liability for such termination or reduction, if all rights-of-way necessary for construction of the work have not been obtained.

Retained Right to Reduce Scope of Work

If, because of pending or threatened litigation concerning any one or more parcels subject to assessment, the City and the winning bidder receive a written opinion of Bond Counsel stating that bonds cannot be issued against such parcel or parcels, the City may then cause the construction contract to be modified to exclude from the contract some or all of the work which will benefit the parcel or parcels in question. The filing of a certificate

and request that no bonds be issued against any parcel pursuant to § 48-597, Arizona Revised Statutes, may be deemed to be threatened litigation.

Legal Opinion

At or prior to execution of its contract, the winning bidder will receive, if requested, the preliminary opinion of Gust Rosenfeld P.L.C., attorneys, Phoenix, Arizona.

Execution of Contract

The winning bidder must execute its construction contract and provide all required bonds and certificates of insurance within ten (10) business days from the date of award of contract.

The contract will be executed in triplicate, each copy to be attached to, and to incorporate, all documents in this booklet.

Payment and Performance Bond/Insurance Certificate

At or prior to execution of the construction contract, the winning bidder must tender Payment and Performance Bonds, each in the full contract amount. All bonds shall be in compliance with the provisions of Title 34 of the Arizona Revised Statutes. The winning bidder must also submit a Certificate of Insurance from an authorized insurance agent or broker showing that said bidder is insured in accordance with the following requirements of the specifications.

The winning bidder must carry the insurance set forth hereafter in the form of Certificate of Insurance included herein and must provide the City with an executed Certificate of Insurance evidencing compliance with such requirements.

Delay in Completion of Work – Liquidated Damages

For each and every day the Work contemplated by the construction contract remains uncompleted beyond the time set for its completion, or as the time for completion of the Work may be extended by the Superintendent of Streets with the consent of the mayor and common council of the City, the Contractor shall pay to the City an amount per calendar day equal to the per diem interest cost on the hereinabove described improvement bonds from the date scheduled for completion of the Work to the date of actual completion of the Work plus an amount equal to all direct “out-of-pocket expenses” (but not consequential expenses) incurred by the City as a result of the Contractor’s failure to complete the Work by the time set for its completion as liquidated damages and not as a forfeit or penalty. **Direct expenses are defined as expenses required to enforce performance of the contract and collection under the bond.** This sum may be deducted from moneys due or to become due to the Contractor as compensation under the construction contract.

Specifications and Conflicts

In the event of any conflict between (i) the provisions of Title 48, Chapter 2, Article 2, Arizona Revised Statutes or the provisions specifically set forth in these documents inclusive (the "Contract Documents") and (ii) the MAG specifications or other specifications incorporated by reference herein, the provisions of Title 48, Chapter 2, Article 2 shall control over all and the Contract Documents shall control over the MAG specification.

Notice to Proceed/Preliminary Notice to Proceed/Timing

Upon the sale and delivery of the bonds, the Superintendent of Streets will execute a Notice to Proceed and cause the same to be delivered to the winning bidder. Construction will commence within ten (10) calendar days of the date of execution of the Notice to Proceed. See form of Notice to Proceed. Construction is tentatively scheduled to commence on January 31, 2008, and to be completed within two hundred seventy (270) days of such date.

The contract is expected to be awarded at the meeting of the Mayor and Council to be held on December 6, 2007.

Should the contractor wish to commence the work prior to sale and delivery of the bonds, he may request that a Preliminary Notice to Proceed be executed.

The Notice to Proceed is expected to be issued approximately seventy (70) calendar days after receipt of bids for construction. Accordingly, no bidder may be relieved of any responsibility for his bid for a period of one hundred twenty (120) calendar days; such period to commence the date bids are opened by the Mayor and Council.

Additional Information

If there are any questions regarding this procedure, please contact Mr. Keith C. Hoskins, Gust Rosenfeld P.L.C., 201 E. Washington Street, Suite 800, Phoenix, Arizona, 85004-2327, telephone: (602) 257-7967.

Questions concerning the construction specifications should be directed to Punya Khanal, 7373 E. Doubletree Ranch Road, Suite B-155, Scottsdale, AZ 85258, telephone: (480) 285-3000.

IMPORTANT NOTICE

The City's transaction privilege (sales) tax will apply to the construction contract. Accordingly, the selected contractor shall secure a City of Tempe business license.

GENERAL PROVISIONS

SPECIFICATIONS

All work done under this contract shall be accomplished in accordance with the Maricopa Association of Governments Uniform Standard Specifications and Standard Details for Public Works Construction and the City of Tempe Supplement thereto except as modified in the Contract Documents.

In the case of a discrepancy or conflict, the order in which the Contract Documents govern is as follows from the highest to lowest: Special Provisions, Technical Specifications, Plans, General Provisions, Tempe Supplement to the M.A.G. Specifications, Tempe Supplement to the M.A.G. Details, M.A.G. Standard Specifications and Standard Details.

All bids to receive consideration shall be made in accordance with the General Conditions of the M.A.G. Standard Specifications.

SECURING DOCUMENTS

Copies of specifications, special provisions, and other proposed contract documents are on file in the office of the City Engineer, City Hall, 31 East Fifth Street, Tempe, Arizona, and are open for public inspection. A set of such documents may be obtained from the City Engineer, upon payment of three hundred (\$300.00). In the event that a set of plans and specifications are not returned within seven (7) calendar days from the date of purchase, the payment will be forfeited and is non-refundable. If the plans and specifications are returned in good order (with original binding intact) and are returned within the specified seven (7) calendar day period, the payment will be returned. If either of these conditions is not met, the payment will not be returned.

INTERPRETATIONS OF DRAWING AND DOCUMENTS

If any person submitting a bid for the proposed contract is in doubt as to the true meaning of part of the specifications or other contract documents, or finds discrepancies in, or omissions from the specifications, he may submit to the Tempe City Engineer a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretations or corrections of the proposed documents will be made by Addendum duly issued, and a copy of each addendum will be mailed or delivered to each person receiving a set of such documents. The City of Tempe will not be responsible for any other explanation or interpretations of the documents.

ADDENDA

Addenda issued during the time of bidding shall be attached to and made a part of the contract documents.

BID SECURITY

Each proposal shall be accompanied by a certified check, cashier's check, or bid bond acceptable to the City in an amount equal to at least ten per cent (10%) of the proposal, payable without condition to the City as a guarantee that the bidder, if awarded the contract, will promptly

execute such a contract in accordance with the proposal and in manner and form required by the Contract Documents. Each bid bond shall be executed by a surety company or companies duly authorized to do business in the state and all bond documents shall be executed pursuant to the requirements of Arizona Revised Statutes. The bid security of the two lowest bidders will be retained until the contract is executed or other disposition is made thereof. The bid security of all bidders except the two lowest will be returned promptly after the award of contract.

PROPOSAL

Bids shall be properly executed upon the proposal form attached to and made a part of the contract documents, with items properly filled out. The signature of all persons signing shall be in longhand. The completed forms shall be without interlineations, alterations, or erasures. Unit prices should be rounded to the nearest whole cent (two spaces behind the decimal point). In case of an error in the extension of unit prices and the totals, the unit price shall govern.

Bids shall not contain any recapitulations of the work to be done. Alternative proposals will not be considered except as called for. No oral, telegraphic, or telephonic proposals or modifications will be considered.

IRREGULAR BIDS

Proposals may be considered irregular and may be rejected if any of the unit prices quoted in the bidding schedule are unbalanced, either above or below the amount of a reasonable bid price, to the potential detriment of the City.

AWARD OF CONTRACT

A contract will be awarded or bids rejected within 60 days after bid opening.

INSURANCE AND BOND RATING REQUIREMENTS

Personal or individual bonds are not acceptable.

Bonding companies and Liability and Excess insurance carriers shall be "Best Rated A-VII" or better as currently listed in the most recent "Best's Key Rating Guide (Property/Casualty)" published by the A.M. Best Company. This requirement does not apply to the Workmen's Compensation/Employers Liability portion on the Certificate of Insurance.

Each such bond SHALL be executed by a surety company or companies duly licensed to do business in the State of Arizona. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this State and the bonds shall have attached thereto a certified copy of Power of Attorney of the signing official.

INSURANCE REQUIREMENTS

The Contractor's attention is directed to Section 103.6 of the Maricopa Association of Governments Uniform Standard Specifications for Public Works Construction and all such required insurance policies shall additionally provide full coverage of indemnity to the City as set forth below including an increase in the minimum limits to \$2,000,000 combined single limit coverage for

General Liability. Prior to execution of the contract, the Contractor shall furnish the City with a Certificate of Insurance as evidence that policies providing the required coverages, conditions, and limits are in full force and effect. Such certificates shall identify the Project Number and shall provide for not less than thirty (30) days advance written notice by Certified Mail of Cancellation or Termination. The Cancellation Clause shall not include the phrases "endeavor to" or "but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives." When the project includes construction of a new building addition to an existing building, Builders Risk Insurance shall be provided for the full amount of the contract, in accordance with Section 103.6C.

HEALTH INSURANCE REQUIREMENTS

All General Contractors who bid on Public Works projects that are advertised for bid and enter into a contract in excess of \$30,000.00 with the City of Tempe, after January 1, 2001, must certify that they have, and all of their major subcontractors will have, health insurance for all employees. Health insurance must be offered to eligible dependents of all such employees. An affidavit must be signed in the form included herein (Page AFF-2). Major subcontractors are defined as entities doing work in excess of \$30,000.00 as determined at the start of each project. All required health insurance must be maintained during the entire time of the contract with the City.

Health insurance is required for all contractor and major subcontractor employees who work more than one hundred and twenty (120) days in any calendar year. A "work day" consists of any time within a twenty-four hour period, regardless of number of hours that the individual is paid. At this time, health insurance is not required for temporary employees or students working part-time who are enrolled in a recognized educational institution.

The health insurance requirements shall apply to all employees directly involved with this City project including support and administrative personnel.

All complaints concerning violations of the health insurance requirements shall be filed, in writing, with the Public Works Department, within thirty (30) days from discovery of the violation. An administrative hearing will be held before the Public Works Manager, and a written decision of findings will be provided to the parties to the hearing within ten (10) days thereafter. Appeal from the decision of the Public Works Manager may be made within ten (10) days of the date of the decision by filing a notice of appeal in writing with the Public Works Department. If an appeal is timely filed, an administrative hearing will be held before an administrative hearing officer appointed by the City Manager. The decision of the administrative hearing officer shall be final.

In the event of a finding of violation of the insurance provisions, the company in violation of the provision shall be barred from bidding on, or entering into, any Public Works contract with the City for a period of three (3) years from the execution of the contract.

All Contractors subject to the health insurance requirements shall post, in English and Spanish, notice of the health insurance requirements at their office and at the job site. Signs for posting will be provided by the City at the Pre-construction Conference for Contractors and sent with the executed contract for Consultants.

BONDS REQUIRED

Bonds in the following amounts will be required at the time of executing the formal contract and must meet the requirements of Arizona Revised Statutes Title 34, Chapter 2:

1. Performance bond, one hundred percent (100%) of the contract price.
2. Payment bond, one hundred percent (100%) of the contract price.

INDEMNIFICATION

To the fullest extent permitted by law, the Contractor, its successors, assigns and guarantors, shall defend, indemnify and hold harmless the City of Tempe, its agents, officers, officials and employees from and against all allegations, demands, proceedings, actions, claims, damages, losses, expenses, judgments, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting, relating to, arising out of, or resulting from any acts, errors, mistakes, omissions, work or services of the Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of this Contract.

Contractor's duty to defend, indemnify and hold harmless the City of Tempe, its agents, officers, officials and employees shall arise in connection with any allegation, demand, proceeding, action, claim, damage, loss, expense or judgment that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by Contractor's acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor, any tier of Contractor's subcontractors or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance requirements set forth herein will in no way be construed as limiting the scope of the indemnity provisions of this agreement.

LICENSES

The Contractor must carry the appropriate State of Arizona contractor's license for the proposed work at the time of bid. If the low bidder does not have the appropriate license, the City reserves the right to reject their bid and award the project to the lowest responsible bidder who has the appropriate license.

Prior to execution of the contract documents, the low bidder must possess a valid City of Tempe Transaction Privilege License and shall provide the Permit Number of such for validation.

EXECUTION OF CONTRACT AND BONDS

The form of the contract, which the successful bidder, as Contractor, will be required to execute and the form of bonds which he will be required to furnish, are included in the contract documents and should be carefully examined by the bidder. The successful bidder will be required to execute the bonds and the standard form of contract in one (1) original counterpart within ten (10) days after formal notice of award of contract. Failure to execute a contract and file satisfactory contract bonds as provided herein within 10 calendar days after the date of Notice of Award shall be just cause for the cancellation of the award and the forfeiture of the bid security which shall become the property of the City of Tempe, not as penalty, but in liquidation

of damages sustained. Award may then be made to the next lower responsible bidder or the work may be re-advertised as the City of Tempe may decide.

NON-DISCRIMINATION

In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color or national origin. The aforesaid provision shall include, but not be limited to, the following:

Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The Contractor agrees to post hereinafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the Contracting officer setting forth the provisions of the Non-Discrimination clause.

EXAMINATION OF PREMISES

The Contractor shall visit the site of the project and shall fully acquaint himself with the conditions as they exist, so that he may fully understand the facility, difficulties and restrictions attending the execution of the work.

Bidders shall also thoroughly examine and be familiar with the specifications and other contract documents.

The failure of the Contractor to obtain, receive or examine any addenda to the proposed contract documents, or to visit the site and acquaint himself with the conditions there existing, shall in no way relieve him from any obligation with respect to his proposal. By submitting a proposal, the Contractor agrees that he has examined the site, specifications and other contract documents and accepts, without recourse, all site conditions and the proposed contract documents.

HAUL PERMIT

In any operation where more than one-tenth of an acre of surface area is disturbed and/or when unpaved onsite haul roads are used, the Contractor will obtain a Maricopa County Earth Moving Permit as required under Rule 200 of the Maricopa County Division of Air Pollution Control Requirements. This permit will require that a Control Plan to mitigate dust and tracking problems be submitted to the County for approval prior to issuance of the Earth Moving Permit. The Control Plan should be submitted to the City of Tempe for review prior to County submittal to ensure that all elements of the planned operation are covered. Please contact the Maricopa County Division of Air Pollution Control at 602-506-6700 for additional details.

In addition, all Contractors hauling fill or excavation materials where the haul exceeds 5,000 cubic yards or when the duration of the haul is more than 10 working days are required to obtain a City of Tempe haul permit before the hauling operation begins. Prior to receiving a hauling permit, the Contractor must submit the required certificate of insurance, a plan showing the proposed haul routes and a complete schedule of his hauling operation to the City of Tempe Transportation Division. Prior to submittal, the Contractor should contact Engineering Services for complete details for issuance of the City of Tempe haul permit.

PLANS TO THE SUCCESSFUL BIDDER

The successful bidder may obtain (7) sets of Specifications for this project from the office of the City Engineer, at no cost.

If he desires more than seven (7) sets, he shall be required to pay the reproduction cost of three hundred dollars (\$300.00) each.

START OF WORK

Work shall start as soon as practical, and in no case later than seven (7) calendar days after the Notice to Proceed and shall be completed within two hundred seventy (270) calendar days thereafter.

CONTRACT COMPLETION DATE

The date established in the Notice to Proceed is for completion of all or specified portions of the work. This includes items of work to be completed under an owner allowance or as part of a contingency item. The stated contract completion date will include weather conditions that are not unusually severe for the area and time of year. This date may be expressed as a calendar date or a number of calendar days after issuance of the Notice to Proceed. When time extensions are issued by the owner, this revised contract completion date is referred to as the Adjusted Contract Completion Date.

CONTRACTOR'S CONSTRUCTION SCHEDULE

Prior to the start of work, a construction progress schedule shall be required for all projects and shall comply with the requirements of MAG Specification 108.4. In addition, a schedule update comparing actual progress with scheduled progress will be required with the submission of each monthly pay request.

CONTRACTOR'S REPRESENTATIVE

The Contractor shall at all times be present at the work in person or represented by a foreman or other properly designated agent. Instructions and information given by the Engineer to the Contractor's foreman or agent on the work shall be considered as having been given to the Contractor.

RELOCATION OF UTILITIES

Except as otherwise provided in the plans or project specifications, all utilities in conflict with the new work will be relocated by the owner thereof.

MISCELLANEOUS REMOVAL AND RELOCATIONS

Miscellaneous removals and relocations shall be construed to mean the removal of all unsuitable materials whether designated or implied by the plans and specifications, and shall include but not be limited to the removal of such items as pipes, concrete, asphalt, block, brick, rock, metal, etc. of every nature and description, unless such items are specifically designated in a separate bid item. Also, certain items require temporary removal and reinstallation such as mail box stands, sign posts, survey monument frames and covers, etc., and are included in this category.

EXCESS MATERIALS

Excess or unsuitable material, broken asphaltic concrete and broken portland cement concrete shall be disposed of by the Contractor. The Contractor shall, prior to commencement of the work, submit a letter to the City Engineer stating the location of disposal site(s) for all excess material and certifying that he has obtained the property owner's permission for the disposal of all surplus material.

ENVIRONMENTAL REQUIREMENTS

The Contractor shall comply with all Federal, State, and Municipal regulations, laws, and policies relating to air, ground water quality, and water conservation. In addition, the following requirements are applicable for City construction projects.

1. Non-pick up sweepers will not be allowed except as required to make joints during chip sealing operations.
2. Water flooding of trenches with potable water will not be permitted.
3. All paints applied by sprayers shall be of a water-based type.
4. Provisions shall be made to prevent the discharge of construction silt, mud, and debris into City storm drains or streets.
5. Spills of oil, gas, chemical, or any other hazardous materials must be reported and removed by approved procedures. Mitigation measures shall be taken to prevent contamination of construction storage sites.
6. Concrete waste must be disposed of in an approved location and at least 25 feet from established landscaping.
7. City of Tempe refuse roll-off containers shall be used on City projects. If you should have any questions concerning any of the requirements or charges, please contact Steve Fraijo, Sanitation Supervisor, at 480-350-8268.
8. Hazardous wastes shall not be discharged into the City's sanitary sewers or storm drainage system. All waste products shall be disposed of in accordance with applicable regulations.
9. The discovery of archeological ruins or artifacts must be reported immediately, and excavation shall not resume in the identified area until approved by the Engineer.
10. The Contractor shall take whatever steps, procedures, or means to prevent abnormal, material spillage, or tracking conditions due to his construction operations in connection with the Contract. The dust control measures shall be maintained at all times during construction of the project, to the satisfaction of the City Engineer, in accordance with Rule 200 of the "Maricopa County Health Department Air Pollution Control Regulations", which require that an Earth Moving Permit be issued and a Control Plan be approved prior to commencement of work. Contact the County at 602-506-6700 for details.

12. The Contractor shall comply with all applicable Federal Regulations concerning NPDES permits for storm discharges from construction sites.
13. All materials supplied by the contractor shall be 100% asbestos free unless otherwise approved by the City of Tempe.

No additional payment will be made for compliance with the above items.

In addition to the above, the use of new products made with reclaimed material and that meet project specifications, are encouraged.

SAFETY REQUIREMENTS

The Contractor shall comply with all applicable federal, state, local, health and safety regulations, ordinances, and requirements. In addition, the following requirements are applicable for City of Tempe construction projects.

BIDDING PHASE REQUIREMENTS

Bidders shall submit current loss history information from all their insurance carriers in a separate envelope with their bid. The information specific to workers' compensation insurance carriers must include a three (3) year history of both their Experience Modification Factor (EMOD) and their loss ratio. This information must be provided with the bidder's proposal. This information will be considered by the City of Tempe in determining the award of contract.

PRE-CONTRACT AWARD REQUIREMENTS

1. The Contractor shall provide upon request a copy of its written health and safety program and any required employee training records or certificates.
2. Insurance Confirmation – contractors shall provide certificates of insurance and meet indemnification criteria.

AWARDED CONTRACTOR REQUIREMENTS

The Contractor will be required to attend a City safety briefing. The safety briefing session shall address the following issues:

- City Safety Rules and Expectations.
- Contractor Tailgates – Contractors shall conduct tailgate safety meetings regularly to ensure that safety on the job is given priority.
- Accident/Injury/Illness Procedures – The City's Construction Manager and the Risk Management Division shall be contacted any time an accident, injury or illness occurs on the project.
- Unsafe Acts – Contractor employees shall be empowered to stop an unsafe act or condition at City facilities.
- Safety Audits – The City reserves the right to conduct safety audits at the job site at any time. In addition, the City shall be notified should an OSHA inspection occur at a City job site.

- Job and Site Specific Requirements – Site specific requirements such as lockout/tagout rules and evacuation plans shall be covered during the safety briefing as indicated by the project exposures.

The Contractor may have the following additional safety requirements based on the exposures of the project:

1. The Contractor shall implement a permit-required confined space program as required under federal and state statutes and/or regulations, and amendments thereto, for all work that encompasses a space that 1) is large enough and so configured that an employee can bodily enter and perform assigned work; 2) has limited or restricted means for entry or exit (for example, tanks, vessels, silos, storage bins, hoppers, vaults, and pits are spaces that may have limited means of entry); and 3) is not designed for continuous employee occupancy.

As a part of the Contractor implementing a confined space program, it is the responsibility of the Contractor to provide trained attendant(s) and all intrinsically safe confined space entry related equipment (example – ladders, gas detectors, safety harnesses, safety tripods, and electrical devices) as needed for safe entry of a confined space.

2. When any City employee is required to enter a confined space during the construction phase of a project, such as for the purpose of inspection, it is the responsibility of the Contractor to provide a trained attendant and all necessary equipment required for safe entry of the City employee.
3. Safety will be a part of the agenda for the weekly construction meetings. Items of discussion will be outstanding safety and health issues, current safety meeting topics, environmental issues and any accidents or injuries on the job. The City reserves the right to request the agendas, minutes of the meetings, and documentation of any safety tailgate meetings held on the job site.

TRAFFIC CONTROL

All traffic shall be regulated in accordance with the MAG Specifications; the City of Phoenix Barricade Manual, latest edition, with City of Tempe revisions (available through the City of Tempe Transportation Division at 480-350-8219); the Manual on Uniform Traffic Control Devices (MUTCD); and any Special Provisions included herein.

At the time of the pre-construction conference, the Contractor shall designate an American Traffic Safety Services Association (ATSSA) certified individual who is well qualified and experienced in construction traffic control and safety, to be responsible for implementing, monitoring, and altering traffic control measures as necessary to insure that traffic is carried through the work area in an effective manner and that motorists, pedestrians, bicyclists, and workers are protected from hazard and accidents. At the same time, the City shall designate a representative who will be responsible to see that all traffic control and traffic control alternations are implemented per these traffic control specifications.

The Contractor shall have the full responsibility and liability for traffic control for this project. The Contractor shall submit a Traffic Control Plan to Transportation for approval one week prior to beginning work under this contract. It shall be noted that Traffic under this contract shall include all motor vehicles, bicyclists, and pedestrians.

During construction it may be necessary to alter traffic control as approved by the City of Tempe Transportation Department. Alterations to traffic control shall be in accordance with the latest edition of Part VI of the Manual on Uniform Traffic Control Devices; "Traffic Control for Streets and Highway Construction and Maintenance Operations," the latest edition of the ADOT Traffic Control Manual; or the City of Phoenix Barricade Manual, latest edition, with revisions as adopted by the City of Tempe. The most restrictive manual shall apply.

No measurement will be made for traffic control. No payment will be made for traffic control. The cost thereof shall be included in the price bid for the construction or installation of the items to which such traffic control is incidental or appurtenant. Any revisions shall be submitted to the Transportation Division for review and approval.

In the event the Contractor damages any traffic signal equipment, traffic signal conduit, and/or circuits, he shall have them repaired immediately at his expense by an electrical contractor that has had traffic signal experience which is pre-approved by the City. Any damage repaired by the City will be billed to the Contractor at twice the City's cost.

The Contractor shall notify all adjacent or affected residents or businesses at least 48 hours in advance of any street, alley, sidewalk, and driveway closures and make suitable arrangements to have all vehicles moved to a satisfactory location outside the closed area. Pedestrian access shall be maintained along the length of the project at all times per the requirements of the ADA and as approved by the City of Tempe Transportation Division.

Speed limits shall be strictly enforced.

For more information, please contact the City of Tempe Transportation Division at (480) 350-8219.

TEMPORARY BARRICADES

Temporary barricades shall be regulated in accordance with the City of Phoenix Traffic Control and Barricade Manual, latest edition, with City of Tempe revisions available through the City of Tempe Transportation Division at 480-350-8219.

No additional payment will be made for temporary barricades, but will be considered a subsidiary item to those items for which payment is made.

CLEAN-UP

The Contractor shall, upon completion of the work, remove all temporary construction facilities, debris, and unused materials provided for in the work, and put the work site of the work and public right-of-way in a neat and clean condition. No special payment will be made for this item.

APPROXIMATE QUANTITIES

It is expressly understood and agreed by the parties hereto that the quantities of the various classes of work to be done and material to be furnished under this Contract, which have been estimated, as stated in the Proposal, are only approximate and are to be used solely for the purpose of comparing, on a consistent basis, the proposals offered for the work under this Contract; and the Contractor further agrees that the City of Tempe will not be held responsible if any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done.

If any error, omission, or misstatement is found to occur in the estimated quantities, the same shall not invalidate this Contract or release the Contractor from the execution and completion of the whole or any part of the work in accordance with the specifications and the plans herein mentioned, and for the prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damages or compensation except as may be provided for in this Contract.

MISCELLANEOUS WORK AND ALLOWANCES

The following items will be included in the work with no direct payment allowed. Payment shall be included in the payment for other items for which direct payment is made.

1. Contractor's expenses for but not limited to mobilization, job site office, storage facilities, traffic control and public safety devices, sanitary facilities, utilities and telephone.
2. Cleanup including day to day cleanup.
3. Notification to residents adjacent to this project prior to start of construction which would affect them.
4. Water required for compaction or dust control.
5. Miscellaneous removals and relocations not otherwise specified in the Technical Provisions.
6. Power pole bracing.
7. Removal of trees twelve inches (12") or less in diameter.
8. Removal, relocation and/or modification of existing walls and fences.
9. Trimming of trees and bushes.
10. Replacement of plant material and repair of irrigation equipment to meet or exceed conditions existing prior to Contractor beginning work.

SUPERVISION BY CONTRACTOR

The Contractor will supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK

The Contractor shall properly guard and protect all finished or partially finished work, and shall be responsible for the same until that phase is completed and accepted by the City Engineer. Estimate or partial payment of work so completed shall not release the Contractor from such responsibility but he shall turn over the entire work in full accordance with these specifications before final payment can be made.

SURVEY CONTROL POINTS

Existing survey monuments shall be protected by the Contractor or removed and replaced under the direct supervision of the City Surveyor or his authorized representatives. Prior to construction, it is the responsibility of the Contractor to notify the City Surveyor of any survey monuments which need to be referenced off. Any monuments which are lost and have not been referenced off due to the Contractor's negligence and lack of notification to the City Surveyor shall be replaced at the Contractor's expense. Lot corners shall not be disturbed without knowledge and consent of the property owner and only after such corner has been properly referenced for replacement.

CONSTRUCTION STAKING

Construction staking will be provided by the City of Tempe or their designated representative in accordance with Section 105.8 of the MAG Specifications unless otherwise provided for in whole or in part in the Special Provisions.

Replacement of construction stakes that have been knocked out due to Contractor's work or lack of work, weather conditions, traffic, or vandalism will be at the Contractor's expense.

AUTHORITY OF THE CITY ENGINEER APPOINTED REPRESENTATIVE

The Engineer shall act as the City Engineer's designated representative during the construction period. He shall advise on questions concerning coordination with the City of Tempe, public safety, and quality and acceptability of materials and work performed. The Engineer or his assigned inspector shall interpret the intent of the Contract Plans, Specifications, and Technical Provisions in an unbiased manner.

The Engineer or his assigned inspector shall be present on the site at times during construction to monitor the work and to maintain records for contract management. The Engineer shall promptly make decisions relative to the interpretation of the contract document so as to minimize delays in construction. The Engineer will not be responsible for directing construction, control, techniques, sequence, or procedures, or for directing job safety.

SHOP DRAWINGS, SCHEDULES & SAMPLES

In time for each to serve its proper purpose and function, the Contractor shall submit to the Engineer such schedules, reports, drawings, lists, literature samples, instruction, directions, and guarantees as are specified or reasonably required for construction, operation, and maintenance of the facilities to be built and/or furnished under this Contract.

Shop drawings and data shall be submitted to the Engineer in such number of copies as will allow him to retain four (4) copies of each submittal. The submittal shall clearly indicate the specific area of the Contract Documents for which the submittal is made. The additional copies received by him will be returned to the Contractor's representative at the job site. The Engineer's notations of the action which he has taken will be noted on one (1) of these returned copies.

The above drawings, lists, prints, samples, and other data shall become a part of the Contract and a copy of the same shall be kept with the jobsite Contract Documents, and the fabrications furnished shall be in conformance with the same. However, the Engineer's review of the above drawings, lists, prints, specifications, samples, or other data shall in no way release the Contractor from his responsibility for the proper fulfillment of the requirements of this Contract nor for fulfilling the purpose of the installation nor from his liability to replace the same, should it prove defective or fail to meet the specified requirements.

BLUE STAKE

The Contractor is required to notify Blue Stake (602-263-1100) prior to the excavation of any material in accordance with ARS 40-360.22. The Contractor shall directly contact the City for marking of electrical for traffic signals, sprinkler and irrigation facilities.

SALT RIVER PROJECT CONSTRUCTION CLEARANCE AGREEMENT

Salt River Project requires all contractors who will be working on their facilities to sign a standard form "Construction Clearance Agreement" prior to issuance of a license. This agreement sets forth the requirements to complete the proposed work in an allotted time frame or to pay full costs for others to complete. It also obligates the contractor to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances including, but not limited to, the new OSHA Permit Required Confined Space rules. The contractor is responsible for executing a "Construction Clearance Agreement" with Salt River Project, if required, and furnishing a copy to the City of Tempe prior to proceeding with any construction on Salt River Project facilities.

QUALITY CONTROL

All material shall be new and of the specified quality and equal to the accepted samples, if samples have been submitted. All work shall be done and completed in a thorough, workmanlike manner, notwithstanding any omission from these Contract Documents; and it shall be the duty of the Contractor to call the Engineer's attention to apparent errors or omissions and request instruction before proceeding with the work.

The Engineer may, by appropriate instruction, correct errors and supply omissions, which instructions shall be as binding upon the Contractor as though contained in the original contract documents.

At the option of the Engineer, materials to be supplied under this Contract will be tested and/or inspected either at their place of origin or at the site of the work. The Contractor shall give the Engineer written notification well in advance of actual readiness of materials to be tested and/or inspected at point of origin. Satisfactory tests and inspections at the point of origin shall not be construed as a final acceptance of the material nor shall it preclude retesting or reinspection at the site of the work.

CHANGE ORDERS

In the event that significant changes in the scope of the work, and/or changes in the quantities due to contingencies of construction becomes necessary, such changes shall be made in accordance with Section 104 of General Conditions in the MAG Uniform Standard Specifications.

The costs associated with any extra work as authorized by the contracting agency must be approved prior to the start of work. Extra work performed on an actual cost basis shall be submitted for approval within 21 days after the completion of such work. The final costs for additional work shall also include any and all charges associated with extended general conditions or contract acceleration.

NOTIFICATION OF PROPERTY OWNERS

All property owners that may be affected by the proposed construction activities shall be notified of scope and duration of the construction activities by the Contractor prior to start of construction.

ACCESS

Access shall be maintained to adjacent businesses at all times during construction. Where property has more than one point of access, no more than one access shall be restricted or closed at any one time. Access to adjacent private driveways shall be maintained during all non-working hours.

PROTECTION OF EXISTING FACILITIES

The Contractor is to protect all existing facilities during construction. Utility poles that may be affected by the construction activities shall be protected and/or braced by the Contractor. The Contractor shall notify the appropriate Utility Company or agency of any construction that may affect their facilities and state the course of action, which will be taken to protect same.

UNDERGROUND UTILITIES

Underground utilities indicated on the plans are in accordance with maps furnished by the City of Tempe and by each utility company. The locations are only approximate and require verification prior to construction as per Tempe requirements for underground street crossings and potholing.

HINDRANCES AND DELAYS

- A. Except as provided in Paragraph B, no charge shall be made by the Contractor for hindrances or delays from any cause during the progress of any portion of the work embraced in this contract; but such delays, if due to no fault or neglect of the Contractor, shall entitle the Contractor to a time extension sufficient to compensate for the delays.

The amount of the delay shall be determined by the Engineer provided the Contractor gives the Engineer immediate notice in writing of the cause of such delay.

- B. The parties agree to negotiate for the recovery of damages related to expenses incurred by the Contractor for a delay under the following circumstances:
1. If the City is solely responsible for the delay which is unreasonable under the circumstances, and
 2. Which delay was not within the contemplation of the parties to the contract at the time the contract was entered into, and
 3. The Contractor can show the impact of the delay on the critical path of the construction activity as indicated in an approved CPM schedule.

Unless specifically provided for in the Special Provisions, the maximum compensation for an unreasonable or unforeseen delay shall not exceed the daily amount specified for liquidated damages in Section 108.9 of the MAG Uniform Standard Specifications as based on the original contract amount.

This section shall not be construed to void any provisions of this contract which require notice of delays, provides for arbitration or other procedure for settlement or provides for liquidated damages.

LIQUIDATED DAMAGES

Liquidated damages in accordance with the MAG Specification 108.9 will not be applied for this project.

SUBSIDIARY WORK

All work called for in the specifications and/or shown on the drawings shall be performed by the Contractor and unless a specific bid item is provided for the work, then such portion of the work will be considered subsidiary to other work for which payment is provided.

AS-BUILT DRAWINGS

The contractor shall provide and maintain accurate field data on a red-lined set of contract drawings, which are to be kept current and submitted as complete at the conclusion of the construction. These record drawings will be used as documentation for progress payments, and upon project completion, for the preparation of 'as built' file drawings by the architect/engineer. All 'as built' information shall be on 3 ml double matte black line mylar and shall be 24" x 36" in size. Final payment will not be issued until all record drawings and as built information are submitted by the contractor, and certified to be complete by the architect/engineer of record.

INSPECTION

The Contractor is responsible for complying with the specifications and is hereby forewarned that final approval of any work will not be given until the entire project is completed and accepted. Prior to "final inspection" on any City facilities requiring a Building Permit, the Contractor must

call for final inspection from Development Services and Public Works inspection. The final inspection must be completed prior to final acceptance and payment by the City Engineer.

SUBSTANTIAL COMPLETION

“Substantial completion” is work, which is ready for occupancy and use for its intended purpose as certified by a Certificate of Occupancy. This term will be applied to building construction projects only.

BENEFICIAL OCCUPANCY

“Beneficial occupancy” is use of a facility or project, in whole or in part, by the owner for its intended purpose. This may occur even though some work of the contract remains undone. Prior to such use or occupancy, the owner will prepare a written agreement with the Contractor and accomplish a partial acceptance inspection. Beneficial use will apply to general right of way projects only.

PROJECT COMPLETION

“Project completion” is full completion of all construction associated with a contract, including, but not limited to punch list items, close out documentation, O & M manuals, warranties, and record drawings as certified by the Architect or Engineer of record. The Contractor may be found in default of contract in accordance with MAG 108.10, should project completion fall behind substantial completion by more than 45 days.

FINAL ACCEPTANCE & GUARANTEE

“Final Acceptance” shall mean a written final acceptance of the work. The City Engineer shall make the final acceptance promptly after the work has been completed in accordance with the contract documents and after inspection is made. The work performed under this contract shall be guaranteed for a period of one year from the date of final acceptance.

SPECIAL PROVISIONS

PROJECT SCOPE

The project will construct the infrastructure improvements including excavation and grading, water, sanitary and storm sewers, dry utilities curb and gutter, sidewalks, paving, street lighting, landscape and irrigation. The work will also include installation of a water retention system, relocation of existing storm sewers, a new pump station and recovery well modifications. The project is located on a 27 acre site on the north side of Rio Salado Parkway east of Rural Road on the South shore of the Tempe Town Lake and portions of the 9.5 acres owned by ASU west of this site and the Karsten Golf Course east of this site.

PERMITS AND LICENSES

The Contractor is required to obtain all permits and licenses for this project and pay all applicable fees, unless otherwise noted on the plans and in the specifications. For bidding purposes, an allowance for all permits and license fees is included in the bid schedule under the item "permit fees." The Contractor shall be paid for the actual costs of the permit and license fees upon submitting a receipt showing the fee he has paid. Excluded from the above allowance are items such as all costs incurred by the Contractor in securing the permit except for the actual permit fee established by the agency, cost for all shutdowns or outages, cost for pole bracing, cost for any additional insurance requirements, and other similar type costs. There will be no charge to the Contractor for any of the necessary City of Tempe permits and inspections. The Contractor shall abide by all stipulations of all licenses and permits issued for this project. The Contractor will be required to obtain permits from the Environmental Services Department of Maricopa County, and the City of Tempe Development Services Building Safety tracking no. DS061141.

PHONE NUMBERS

City of Tempe Project Manager	Jim Bond	480-350-8897
City of Tempe Rio Salado	Nancy Ryan	480-350-8204
City of Tempe Traffic Control	Ramon Mata	480-350-2924
City of Tempe Water Utilities	Basil Boyd	480-350-2603
Construction Manager	Cliff Williams	602-677-4351
Maricopa County Flood Control District	Shelby Brown	602-506-4583
Terracon (Geotechnical)	Michael Schaffer	480 897- 8200
LP/GAS Engineering	Punya Khanal	480 285 3006

PRE-BID MEETING:

A pre-bid meeting will be held on November 6, 2007, at 10:00 a.m. at the City of Tempe Public Works Conference Room, 31 E. Fifth Street, garden level, west wing of the City Hall Complex. Bidders are not required to attend the pre-bid meeting, but are encouraged to do so.

TEMPORARY BARRICADES

Temporary barricades shall be regulated in accordance with the City of Phoenix Traffic Control and Barricade Manual, latest revision and Manual Uniform Traffic Control Devices.

ACCESS

At a minimum, local access to the residencies, schools, business, parking lots and parks shall be maintained at all times for local and emergency traffic. If only one driveway exists for access, then construction shall only impede one-half of the driveway at a time. Access for refuse service shall be maintained at all alleys and driveways. The Contractor is also required to maintain access to the levee road for use by the Flood Control District and the Salt River Project for inspection and maintenance activities. Main access to the project will be off Rio Salado Parkway, south of State Route 202 on a stabilized access road to the staging area on Lot 4.

TEMPORARY FIELD OFFICE

The Contractor is to provide an onsite construction trailer with electrical connections and sanitary facilities for the resident engineer and project representative. The office should have an HVAC system, a minimum of two 10X12 offices, and a central meeting room with space for a conference table that will allow for up to 12 people. The costs of this facility will be incidental to the cost of the project have will have no separate pay item.

OPEN TRENCHING AND STEEL PLATES

The maximum amount of open trench in any state of trenching or backfilling shall be limited to 500 feet. All trenches shall be completely backfilled or covered using steel plates at the end of each working day.

Steel plates shall be placed per MAG Standard Trench Plating Detail No. 211 with the top of plate flush with the street surface where posted speed limit is 25 MPH or greater. The use of steel plates shall not exceed seventy-two (72) hours between completion of work in trench and final patch.

UTILITY LOCATIONS

The existing utilities as shown on the plans are estimated from maps furnished by the particular utility. The Contractor is responsible for the field verification and location of utilities prior to the start of construction. No field work will be allowed to start until Blue Stake has located all affected utilities.

In addition, the Contractor shall expose and physically locate each of the critical utilities prior to construction. The actual locations of the utilities shall be compared to the locations shown on the plans and any required changes in alignment and grade shall be made at the time of construction. The cost of utility location shall be included in other items of work for which payment is provided.

PROTECTION AND RESTORATION OF EXISTING FACILITIES

The Contractor shall be responsible for the protection of all existing facilities during construction. All utilities, property, and other facilities shall be protected by bracing, supports, sheeting, or other suitable means as approved by the affected utility or property owner.

Except where specifically called out as a contract pay item, the costs of existing facility protection and/or restoration shall not be allowed as a reimbursable expense.

SEQUENCE OF CONSTRUCTION

The Contractor shall submit a project sequencing schedule to the City Engineer for approval prior to issuance of a notice to proceed. The Contractor is on notice that the City will review the proposed schedule prior to approval to assure that the entire project site is not torn-up for extended time periods.

CONSTRUCTION STAKING

Construction staking shall be provided by the Contractor.

SITE CLEANLINES

The Contractor is required to keep the site neat and clean, especially at the end of each days work. After the completion of all construction work, the Contractor shall restore the site to its original appearance, to the satisfaction of the City.

WORK ADJACENT TO THE PIER AT TOWN LAKE

The Contractor shall coordinate this project with the ASU Karsten Golf Course grading and landscape improvements east of the project. The portion of grading required on ASU Karsten Golf Course to construct Street E is included in this contract. The schedule for the grading work shall be coordinated with ASU Karsten Golf Course, and will be required to take place within the timeframe of June, July and August 2008.

RIO SALADO PARKWAY PROTECTION

The Contractor shall provide adequate protection of Rio Salado Parkway during construction of the 12'-diameter storage pipes. This work shall be incidental to other bid items.

SUBSURFACE INVESTIGATION REPORT

A copy of a geotechnical report is included in the project manual. It is defined as follows:

1. Title: "Geotechnical Engineering Report, Infrastructure Improvements for the Pier 202 Development, Rio Salado Parkway, East of Rural Road, Tempe, Arizona"
2. Dated: August 23, 2007
3. Prepared by: Terracon, Tempe AZ

This report identifies properties of below grade soils and offers recommendations for design and construction of site features.

Construction recommendations made in the said report with regard to excavation, backfill and compaction are to be implemented by the Contractor. The contractor shall have his own geotechnical consultant on site to validate all recommendations with regards to excavation, backfill and compaction.

This report, by its nature, cannot reveal all conditions on site. Contractor is also required to visit the Site to become familiar with and satisfied as to general, local and Site conditions that may affect cost, progress, performance, and furnishing of the Work. This is to involve an alert, heads-up, eyes-open, reasonable examination of area and conditions under which the Work is to be performed.

GRADING BEHIND BACK OF CURB IN DEPRESSED PAVEMENT AREAS

The Contractor shall slope the sub-grade up from the top of curb to the building envelope line to provide adequate drainage across the curb into the street prior to future construction of buildings and sidewalk. This work shall be incidental to other bid items.

SPECIAL STRUCTURES

The Contractor shall provide cast in place storm sewer structural detail shop drawings, sealed by a licensed structural engineer, to be approved by the Engineer. This work shall be incidental to other bid items.

STAGING AREAS

Staging is provided on Lot 4. Contractor shall provide water and sewer services to the trailers. This work shall be incidental to other bid items.

PAYDIRT MODEL

The project manual includes the Engineer's conceptual grading alternative recommendations and earthwork calculations to construct the roadway corridors using material obtained from the future building pads. An additional borrow quantity is also included as a separate unit price to complete the work. The Contractor shall comply with the recommendations included in the Subsurface Investigation Report.

PUBLIC PLAZA WORK SCOPE REMOVAL

The scope of work show in the plan sheets L104, L104.1A, L104.1B, L104.2A, and L104.2B will be substantially removed from the project and the list of bid items removed/modified by future addendum. This addendum will be issued shortly after the pre-bid meeting. Additional documents showing new scope of work for these areas will also be issued in the same addendum.

FENCING

The Contractor shall provide fencing around excavation areas to provide safety in accordance with local codes and regulations at no additional cost to the City.

UTILITY COORDINATION

The Contractor shall coordinate schedules to accommodate the installation of power and communication utilities to and within the project. The contact representatives are indicated on the cover drawing.

CLEANUP

The Contractor shall clean the site daily and shall clean Rio Salado Parkway of debris daily during construction.

SPRINKLER AND IRRIGATION REPAIR

The Contractor shall repair promptly, at his expense, all sprinkler and irrigation systems that are disturbed in the course of work. The repaired system shall meet or exceed the existing condition prior to disturbance.

A.D.A. REQUIREMENTS

No multi-use path or pedestrian path shall be constructed with a longitudinal slope greater than 5.0% or a cross-slope greater than 2.0%. This Special Provision shall overrule slopes shown on the plans in excess of the above slopes. Where shown on the plans or as discovered during construction, slopes that exceed the above shall be brought to the attention of the Construction Manager for resolution in which case unit costs will be applied to additional work. If any path is constructed with slopes that exceed the above criteria they shall be reconstructed by the Contractor to meet the above criteria at no additional cost to the City.

PRODUCT SUBSTITUTIONS

It is not the intent of these Specifications to have any proprietary products. When a specific product or manufacturer is listed, the intent is to establish a particular level of quality and compatibility and is not intended in any way to restrict competition. Other products and manufacturers will be considered providing the product specifications meet or exceed the product specified and the substitute product is compatible with existing and new products included elsewhere in the project.

In the event that a manufacturer has a product that will meet all of the Project requirements, he is invited to submit for prior approval. His submittal shall include sufficient information, descriptive brochures, drawings, samples, color charts, photographs or other data as is necessary to provide direct comparison to the specified materials. Each submittal shall be well marked and identified as to type and kind of items being submitted for approval.

Submittals received 14 calendar days prior to bid opening will be reviewed and if approved will be included in an addendum so that all bidders will know which products will be allowed on the Project. Submittals received after that will be reviewed after the bid opening and at the request of the successful bidder.

CONTRACTOR'S RESPONSIBILITIES

The following items will be included in the work with no direct payment allowed. Payment shall be included in the payment for other items for which direct payment is made.

- In compliance with Executive Order 13112, all earth-moving and hauling equipment shall be washed at the contractor's storage facility prior to entering the construction site.
- In compliance with Executive Order 13112, all disturbed soils shall be seeded using native species to help prevent establishment of noxious weeds in the future.
- The contractor shall notify the public of pending construction with the use of signs, which will be erected a minimum of two (2) weeks prior to beginning of construction activities.
- The contractor shall display appropriate signing to alert users of alternate routes and the duration of construction activities.
- The contractor shall ensure that all construction activities occur within the project limits.
- If suspected hazardous materials are encountered during construction, work shall cease at that location and the City of Tempe will arrange for proper treatment or disposal of those materials.
- If previously unidentified cultural resources are encountered during activity related to the construction of the Pathway, the contractor shall stop work immediately at that location and shall take all reasonable steps to secure the preservation of those resources.
- The contractor shall submit 4 sets of half-size plans (provided by the City) to Flood Control District of Maricopa County and obtain a permit from Flood Control District of Maricopa County prior to construction.
- Continuous access to Salt River Project power lines shall be maintained during construction activities.

SITE STORMWATER MANAGEMENT

The City of Tempe has coverage under an Arizona Pollutant Discharge Elimination System (AZPDES) General Permit. This permit regulates what is discharged from construction activities to waters of the United States. Under provisions of that permit, the City of Tempe is designated as the permittee, and is responsible for taking appropriate measures to assure that all discharges authorized by the General Permit are consistent with the terms and conditions of the General Permit.

The AZPDES Construction General Permit requirements for construction can be downloaded from www.adeq.state.az.us/enviro/water/permits/links.html or viewed at the City of Tempe Engineering Division.

Because the City of Tempe is covered under the General Permit, the City of Tempe is the approval authority for the proposed Stormwater Management Plan and Erosion Control for this project. The construction of all approved Stormwater Management devices such as the Corrugated Metal underground storage pipes, and all erosion control devices shall be per the approved project plans and details.

All contractors and subcontractors shall comply with all requirements of the AZPDES Construction General Permit. It is the permittee's responsibility to perform inspections of all storm water pollution prevention control devices on the project on a monthly basis, and following each significant rainfall (0.50 inches or more).

The contractor is responsible for maintaining those devices in proper working order, including cleaning and/ or repair.

No condition of the AZPDES Construction General Permit shall release the contractor from any responsibilities or requirements under other environmental statutes or regulations.

The unit prices for the proposal items shall include all material, labor, and other incidental costs relating to the construction of all stormwater management and erosion control items as shown on the plans and details. Incidental costs shall include contractor costs in order to assure proper operation of the pollution control devices installed, including all maintenance, cleaning, and disposal costs associated with clean-up and repair following storm events or other runoff or releases on the project.

GABION REPAIR FOR PENETRATIONS

If existing gabions are damaged during the installation of plant material, lighting, etc. the Contractor shall repair the gabions in accordance with the details included in the plans and these special provisions. MCFCD inspections are required for this work.

UNIT PRICE BID BASIS

Payment for work performed under this Contract shall be on the basis of unit prices for the quantities in the bid form. Progress payments will be available based upon items completed or partially completed as verified by the City. Such payments shall represent full and complete compensation for furnishing of all labor, materials, equipment, appurtenances, overhead and profit, and direct and indirect costs. At the pre-construction meeting the successful bidder shall submit a table of values for the project. Any deviation from the quantities noted in the table of values and contract documents shall be brought to the attention of the City for approval before payment can be made. All work shall be performed by the Contractor in a manner satisfactory to the City and shall conform to the construction contract documents. No work on any change order shall be started without City prior written approval. The project site shall be completely cleaned up by the Contractor to the satisfaction of the city before final payment can be made.

MODIFY THE PLANS AND PROJECT MANUAL TO REFLECT THE FOLLOWING CHANGES, DELETIONS OR CLARIFICATIONS.

Item No.22 Excavation - Shall conform to the provisions of sections 205, 206, 210 and 301 of the MAG specifications, and per the recommendations of the August 23, 2007 geotechnical engineering report.

Item No. 23 Backfill and Compaction – Shall conform to the provisions of sections 210, 211, 225 and 301 of the MAG specifications, and per the recommendations of the August 23, 2007 geotechnical engineering report.

Item No. 99 Materials Testing, Quality Assurance, and Quality Control – Modify section ZZ on page 01290-22 of the Project Manual to include the following:

The Contractor shall be responsible for all compaction, gradation, concrete, and any other materials testing including full time onsite observation during excavation and backfill at a frequency approved by the engineer thru a certified independent testing company.

Item No. 100 Construction Survey and Testing – Modify section ZZ on page 01290-22 of the Project Manual to include the following:

The Contractor shall furnish all materials, personnel, and equipment necessary to perform all surveying, staking, laying out of control lines and verifications of the accuracy of all existing control points which are delineated in the Contract Documents. The work shall be done under the direction of a registered Land Surveyor licensed to practice in the State of Arizona.

Item No. 102 Record Drawings – Modify section ZZ on page 01290-22 of the Project Manual to include the following:

The as-built work shall conform to the City of Phoenix Survey Section Standard Requirements for: Staking, As-Built, Quantity Calculations; dated January 1, 1980. A full size set of project blue line drawings shall be kept on-site and updated on a weekly basis with a red pencil to reflect any field adjustments, changes, omissions, additions, etc as they occur on the project. The City will provide the Contractor with the original Mylar plan sheets for use in preparing the final as-builts.

Item No. 128 2-inch Water Meter – This item is to include all cost associated with the installation of a 2 inch water meter per Tempe requirements including the installation of a saddle, curb stop, tap, copper service, meter box, and purchase of a 2” water meter from development services including all related development fees.

Items No. 155 through 169 Luminaires – The”cut-sheets” for the Luminaires included in the Technical Specifications are intended to supplement and provide additional clarification to the information provided on plan sheet E-612 of the plan set.

TECHNICAL SPECIFICATIONS

The technical specifications for this project are included in the Project Manual and are herein made a part of this contract. Should portions of the Project Manual conflict with the requirements of the 2007 MAG Specifications and Tempe Supplements, then the MAG requirements and Tempe Supplements will prevail. The Project Manual will prevail for items of work not covered under the MAG specifications or Tempe Supplements.

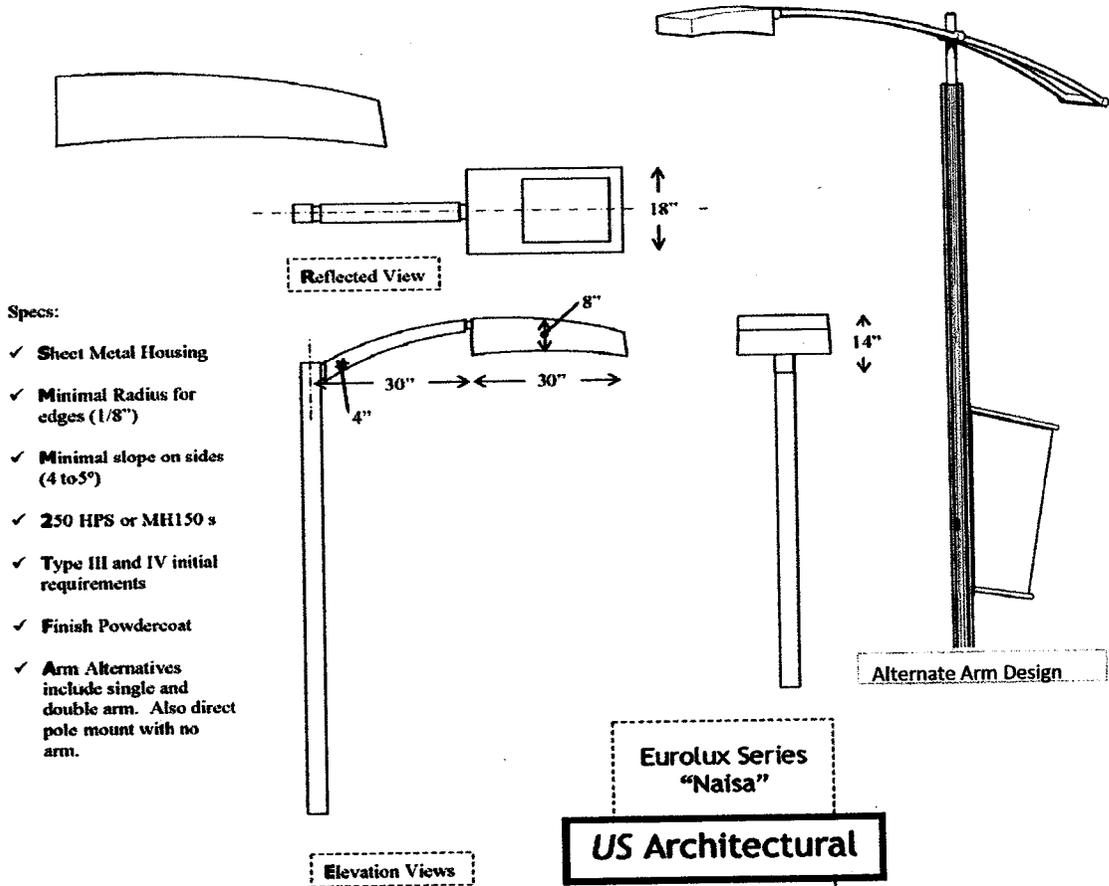
The attached "cut sheets" for Lighting and Luminaires will supplement the information shown on sheet E-612 of the plan set.

POLE LIGHT - HEAD

Type **S01**

Electrical:
Lamp:
Source:
Location
Specification:
Notes:

150w 277v
(1) 150w C150S55/C 60CRI, 2200°K
High Pressure Sodium
Streets A, B, D, E
US ARCHITECTURAL #Eurolux Series-NAISA-Silver-150HPS-SILVER-277V-TYPE3-TENON-CUSTOM ARM
Sheet metal housing, full cutoff distribution, 150w HPS. Custom bracket and arm shall be FINISH: Silver.



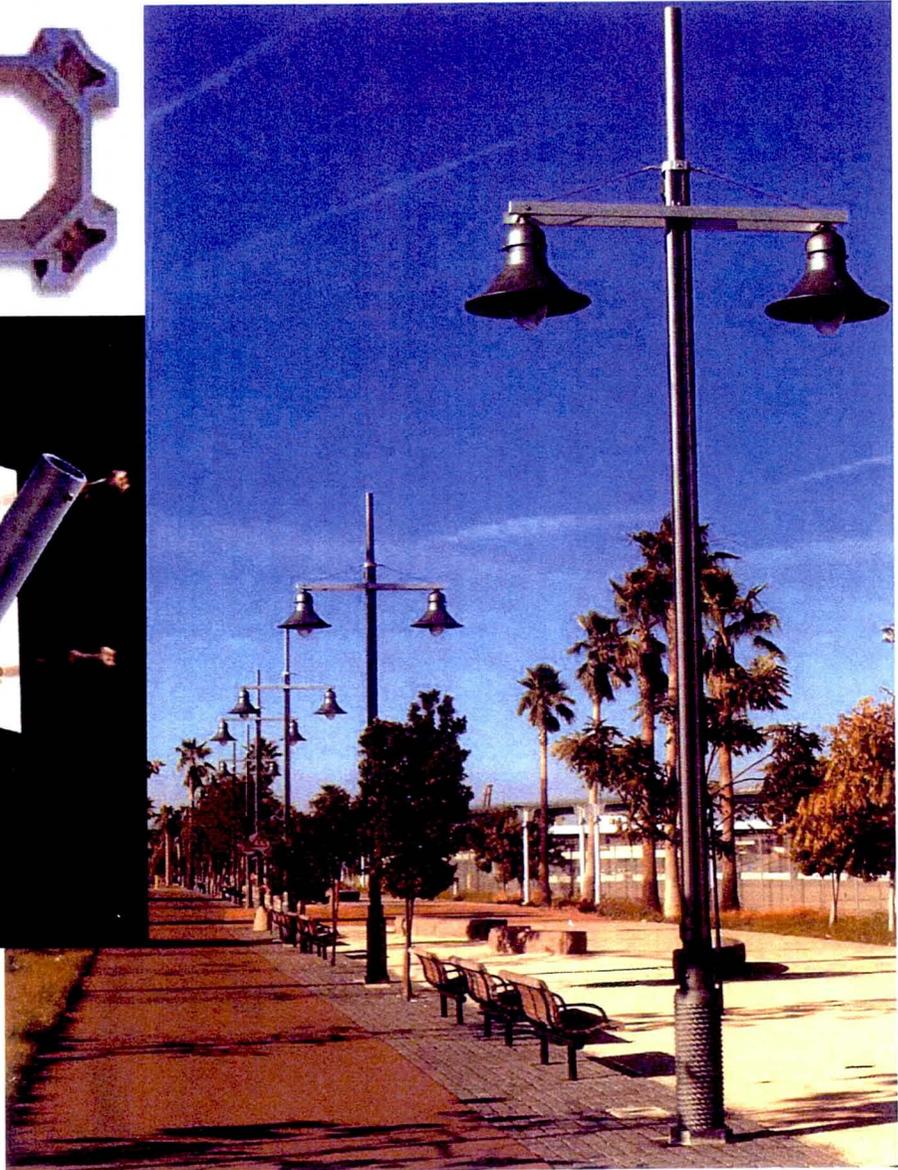
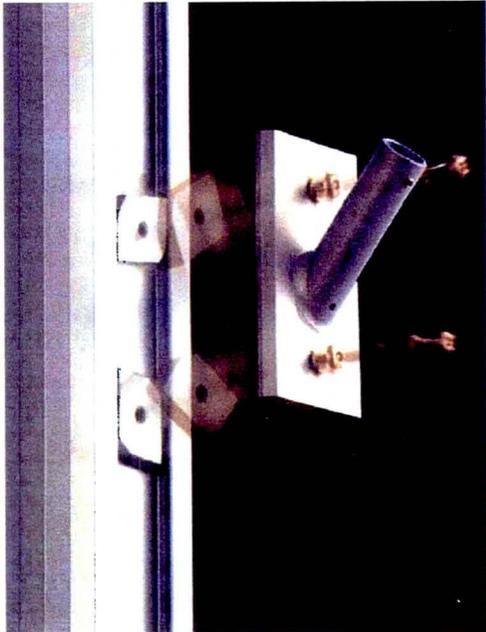
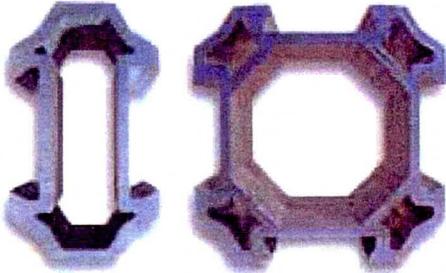
US Architectural Lighting 660 W Ave O; Palmdale, CA 951 (661) 233-2000



S01 POLE STANDARD

Type S01-P

Electrical:	N/A	N/A
Lamp:	N/A	
Source:	N/A	
Location:	Streets A, B, D, E	
Specification:	HOLOPHANE #SL-T2-2500-XX-P3 with Accessories TBD	
Notes:	Provide 25ft Site Link Pole System with accessories to be finalized.	

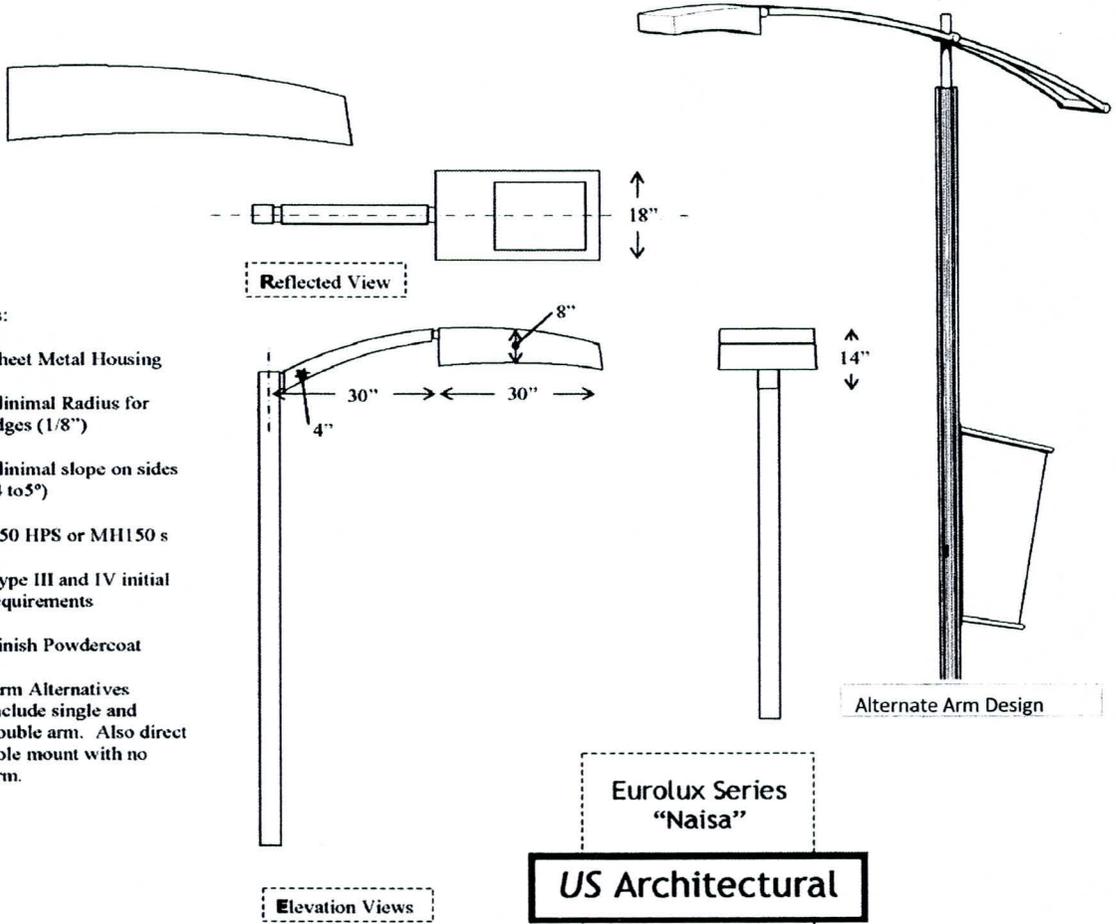


POLE LIGHT - HEAD

Type **S02**

Electrical:
Lamp:
Source:
Location
Specification:
Notes:

150w 277v
(1) 150w C150S55/C 60CRI, 2200°K
High Pressure Sodium
Streets A, B, D, E
US ARCHITECTURAL #Eurolux Series-NAISA-Silver-150HPS-SILVER-277V-TYPE3-TENON-CUSTOM ARM
Sheet metal housing, full cutoff distribution, 150w HPS. Custom bracket and arm shall be FINISH: Silver.



- Specs:
- ✓ Sheet Metal Housing
 - ✓ Minimal Radius for edges (1/8")
 - ✓ Minimal slope on sides (4 to 5°)
 - ✓ 250 HPS or MH150 s
 - ✓ Type III and IV initial requirements
 - ✓ Finish Powdercoat
 - ✓ Arm Alternatives include single and double arm. Also direct pole mount with no arm.

Eurolux Series
"Naisa"

US Architectural

Drawn by: KEY
Scale: No Scale
Date: 4/16/07

US Architectural Lighting 660 W Ave O; Palmdale, CA 951 (661) 233-2000



S02 POLE STANDARD

Type S02-P

Electrical:

N/A

N/A

Lamp:

N/A

Source:

N/A

Location:

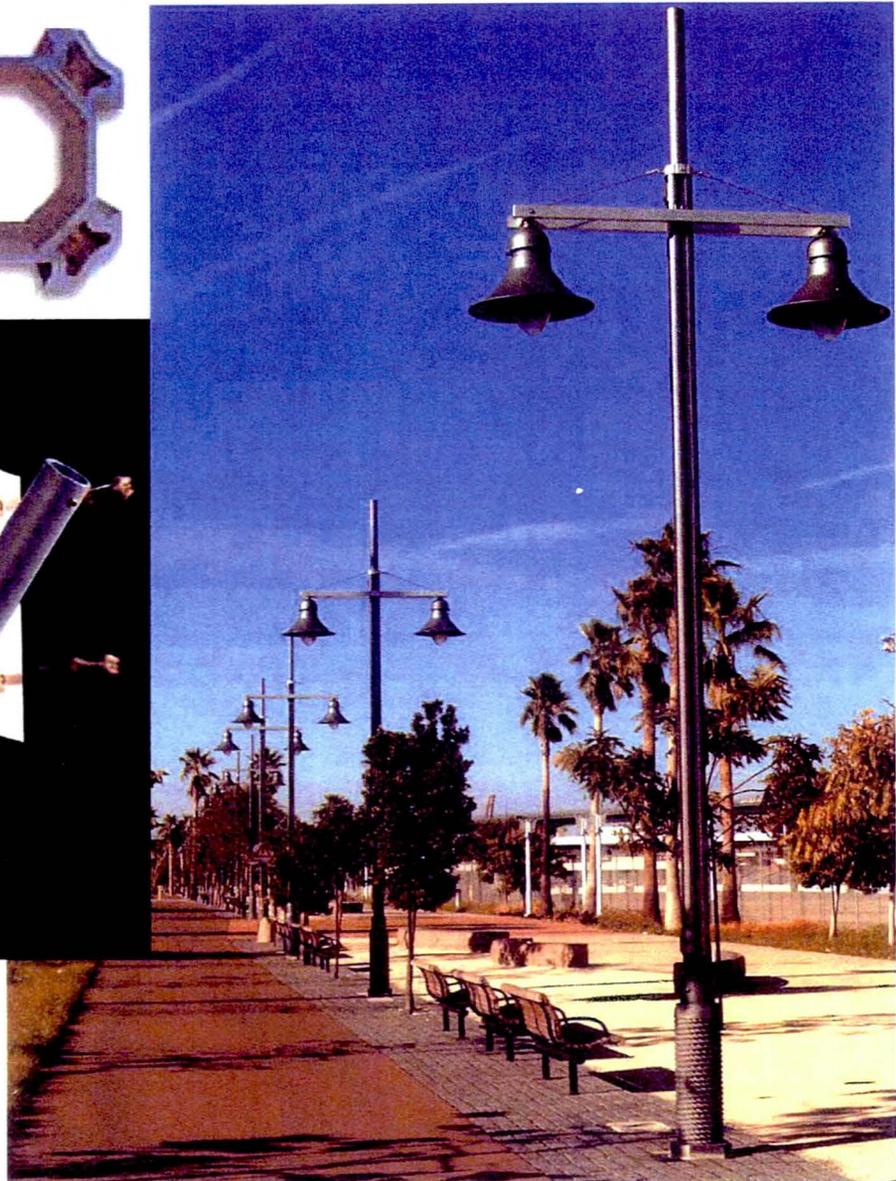
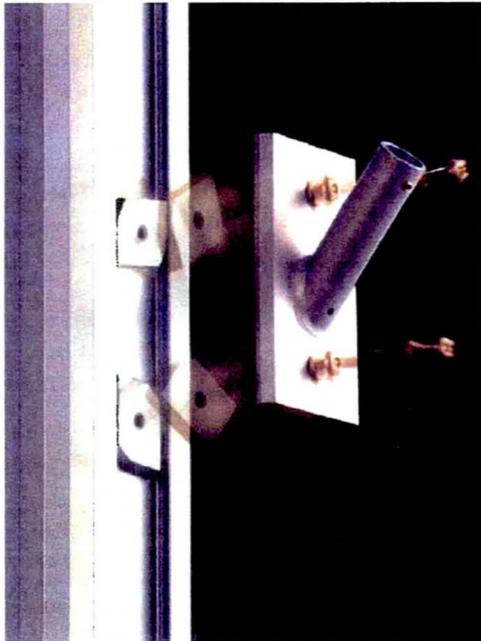
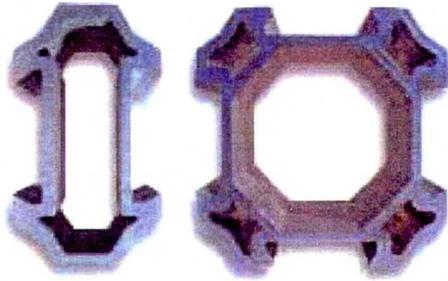
Streets A, B, D, E

Specification:

HOLOPHANE #SL-T2-2500-XX-P3 with Accessories TBD

Notes:

Provide 25ft Site Link Pole System with accessories to be finalized.



fox design
architectural lighting

PIER 202

Page 4 of 30

7/11/2007, 6:28 PM

S03 POLE STANDARD

Type S03-P

Electrical:

N/A N/A

Lamp:

N/A

Source:

N/A

Location

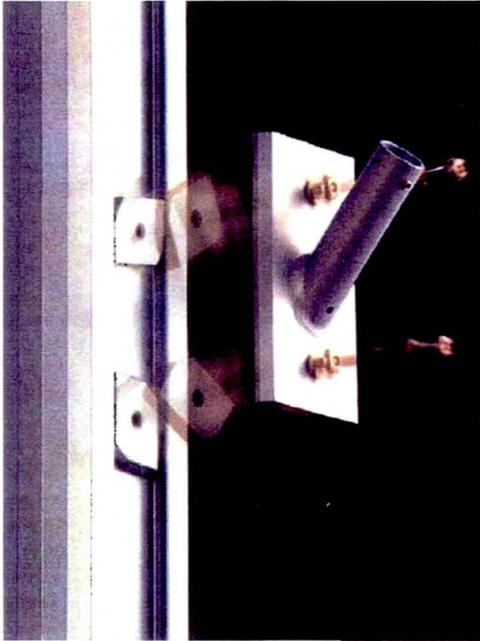
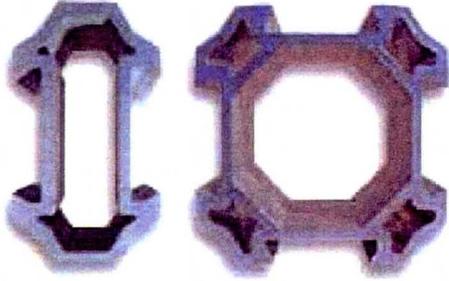
Streets A, B, D, E

Specification:

HOLOPHANE #SL-T2-2500-XX-P3 with Accessories TBD

Notes:

Provide 25ft Site Link Pole System with accessories to be finalized.



fox+fox design
architectural lighting

PIER 202

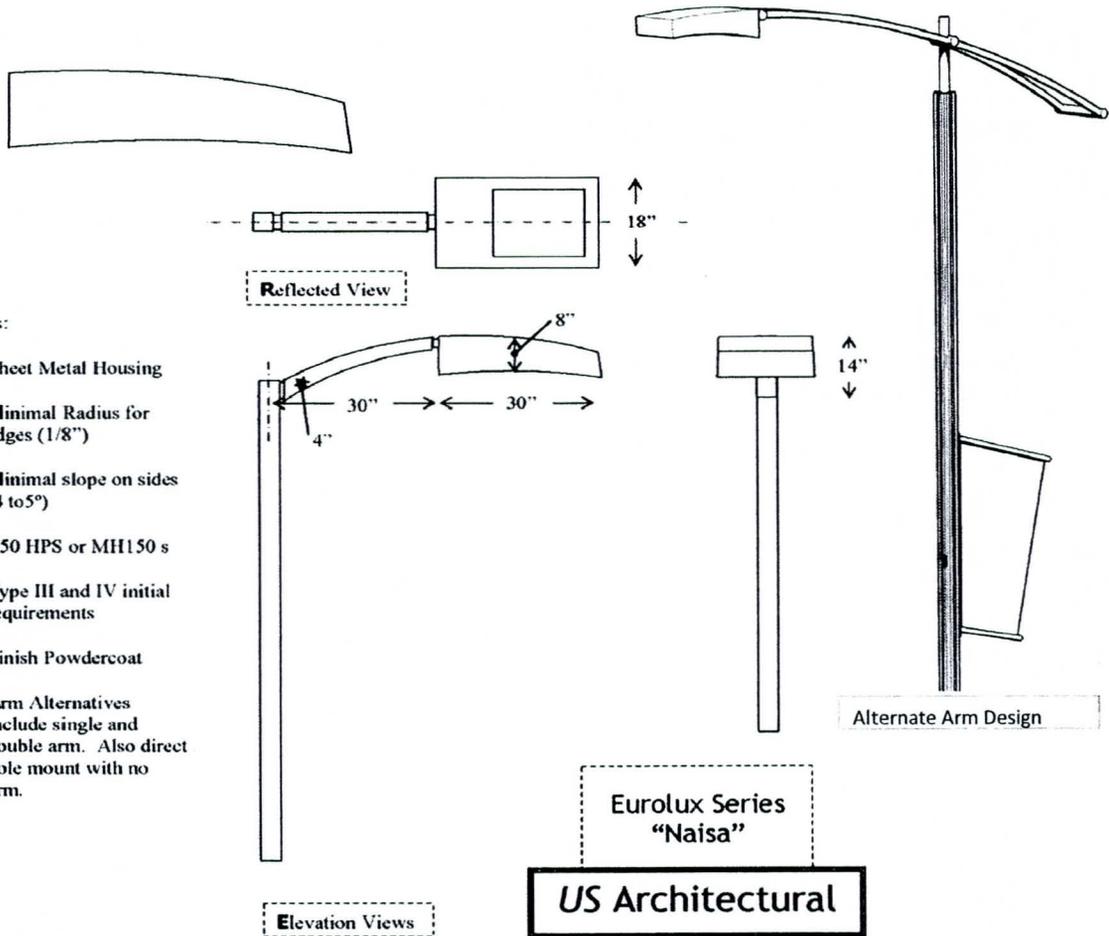
Page 6 of 30

7/11/2007, 6:28 PM

POLE LIGHT - HEAD

Type **S03**

Electrical:	150w	277v
Lamp:	(1) 150w C150S55/C 60CRI, 2200°K	
Source:	High Pressure Sodium	
Location:	Streets A, B, D, E	
Specification:	US ARCHITECTURAL #Eurolux Series-NAISA-Silver-150HPS-SILVER-277V-TYPE3-TENON-CUSTOM ARM	
Notes:	Sheet metal housing, full cutoff distribution, 150w HPS. Custom bracket and arm shall be FINISH: Silver.	



- Specs:
- ✓ Sheet Metal Housing
 - ✓ Minimal Radius for edges (1/8")
 - ✓ Minimal slope on sides (4 to 5°)
 - ✓ 250 HPS or MH150 s
 - ✓ Type III and IV initial requirements
 - ✓ Finish Powdercoat
 - ✓ Arm Alternatives include single and double arm. Also direct pole mount with no arm.

US Architectural

Drawn by: KEY
 Scale: No Scale
 Date: 4/16/07

US Architectural Lighting 660 W Ave O; Palmdale, CA 951 (661) 233-2000



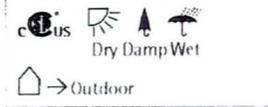
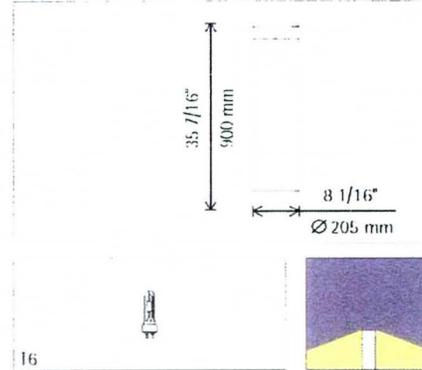
BOLLARD

Type **S04**

Electrical: 70w 120v
 Lamp: (1) 70w CDM70/T6/942 12,000hrs, 6600lms, 92CRI
 Source: Metal Halide
 Location: Rio Salado
 Specification: **ERCO #33353.023**
 Notes: Aluminum IP65 powder coated; FINISH: GRAPHITE.

ERCO

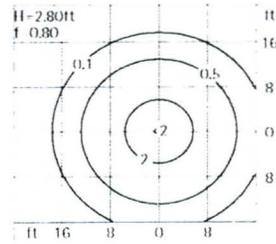
Panorama Bollard luminaire for metal halide lamps



33353.023 Graphit m
 16 70W G17 6600lm
 ECG

Product description

Aluminum tube: double powder coated.
 Upper cover: corrosion resistant, cast aluminum, No-rinse surface treatment. Double powder coated. Optimized surface for reduced accumulation of dirt.
 Base plate for mounting on concrete plinth or ground socket.
 1 cable entry. 5 pole terminal block. 1 electronic control gear 120V, 60Hz.
 Internal parabolic reflector: aluminum, silver anodized, specular.
 Cross-baffle: metal, black.
 360° conical low brightness reflector: aluminum, silver anodized, specular. Glare free above the light aperture.
 Glass cylinder as lamp cover.
 Suitable for wet location (IP65): dust proof and water jet proof.
 Weight 18.96lbs / 8.60kg
 Housing temperature 137°F / 58°C
 Temperature on the cover glass 141°F / 60°C
 Maximum wind load area 2.05ft²





fox + fox design
architectural lighting

October 12, 2007

Bill Breunig
Graef Anhalt Schloemer & Associates
125 South 84th Street, Suite 401
Milwaukee, WI 53214-1470

T: 414.266.9245
F: 414.259.0037
bill.brueunig@gasai.com

Re: Pier 202 – Type S04

Dear Bill,

To assist you in the subject of the City of Tempe's rejection of Type S06, Erco Bollard, for the reasoning of glare and light pollution, I have the following response:

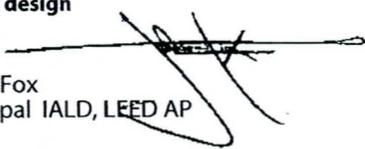
Type S04 specification as Erco #33353.023 is one of the most efficient bollards for producing light onto the walking surface and is considered a very effective Dark Sky Compliant fixture. Additional documentation from the manufacturer is attached including the IESNA formatted photometric data.

These IES formatted numbers represent independent testing of the real-life performance of the fixture and show that, at 0deg (Horizontal), there is zero illumination (cd/m²) produced. The technical information clearly supports that the fixture performs as advertised as a high cutoff, dark-sky compliant, high performance luminaire.

If additional independent confirmation or sources are required, please call me to discuss options and how we can best serve the City of Tempe Planchecker. We can address any concerns they have regarding this luminaire or any other.

If you have any questions or comments, please do not hesitate to call or fax at your earliest convenience.

Regards,
fox + fox design


John M. Fox
principal IALD, LEED AP

Page 1 of 2
10/12/2007



For lighting urban spaces, parks and grounds, the Panorama bollard luminaires introduces a lighting tool whose lighting design characteristics literally overshadow conventional solutions. The outstanding feature of the Panorama bollard luminaires is their innovative lighting technology, which combines the highest precision and efficiency in a surprisingly small luminaire. The system with the cone-shaped reflector emits light throughout a full 360° up to 6m deep over the area to be illuminated. In this way, the dark sky technology completely shields pedestrians and drivers from spill light emitted above the horizontal. Similar to downlights with dark-

light technology used in interiors, Panorama bollard luminaires do not produce any glare in the nocturnal environment. The concealed light source is merely revealed by the almost magical shimmering of the light aperture. Consequently, for the first time bollard luminaires are suitable both for dramatic and functional lighting effects for open, exterior spaces. The Panorama bollard luminaire product range consists of versions with two diameters and various heights. The IP65 housings are made of aluminium profiles with multi-layer powder-coatings.

Characteristics

Characteristics

Panorama bollard luminaires are intended for outdoor lighting. The aluminium tube is provided with a special coating. Over this, a double powder-coating in Graphit m is applied. The base plate provides a safe mounting surface. An interior parabolic reflector directs a narrowly focused beam up to the visible 360° cone-shaped reflector. In compliance with darklight technology, the luminaire is totally glare free above the light aperture. The circular light emission covered by a single thick glass, creates the impression of a reflector and upper cover freely floating in space. Light beam diameters of up to 12m are achieved. Even in the shorter version, light beam diameters of up to 8m are reached with the luminaire mounted on the ground. Positioning on plinths or walls is possible. Transformers or control gear as well as ECGs are contained within the bollard.

This applies also to the electrical equipment. Instead of concrete plinths, ground sockets can also be used buried into the ground.

Bollard luminaires



Characteristics

Panorama bollard luminaires, in narrow cylindrical shapes, are available having 132mm diameter. Low-voltage halogen lamps up to 50W/12V or metal halide lamps of 20W and 35W are to be used. The height of the luminaires is 800mm. QT12 lamps up to 100W/12V and HIT lamps up to 70W are to be used in the Panorama bollard luminaires which has a 205mm diameter and 900mm luminaire height. The 450mm height version also uses low-voltage halogen lamps or metal halide lamps.

The low height gives a slightly lower spread of illumination. This is compensated for by the higher intensity resulting from the large reflector diameter.

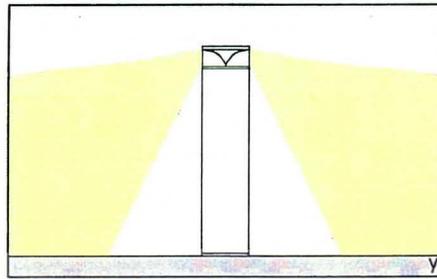
Application

Extremely flat beam, symmetric light distribution. To provide wide-spread lighting on driveways, pathways and squares.

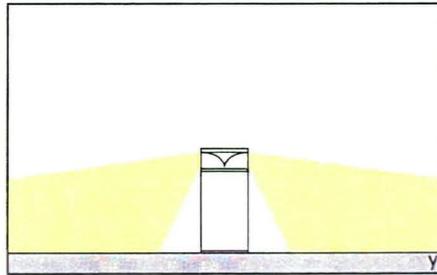
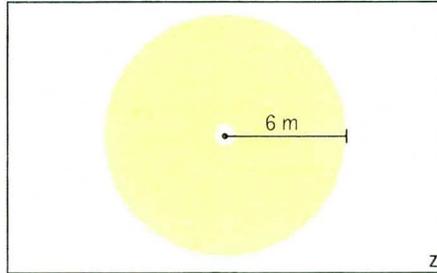
Panorama Bollard luminaires

Lighting technology

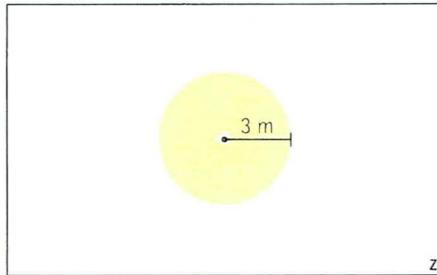
Bollard luminaires



Height 900mm
QT12 lamp
HIT-CE lamp



Height 450mm
QT12 lamp
HIT-CE lamp



STRING LIGHTS

Type **S05**

Page 1 of 2

Electrical:

3.75w/lf 24v

Lamp:

7.5w xenon, 10,000hrs, 65lms

Source:

Xenon

Location:

Streets B, C, & D

Specification:

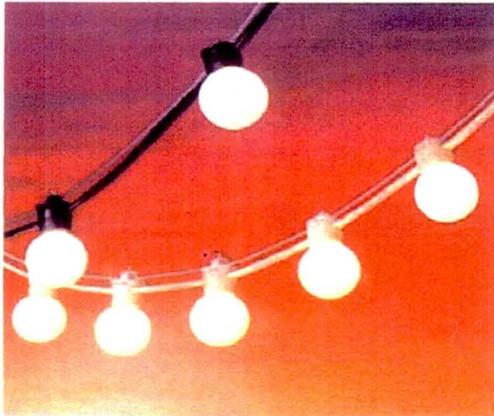
TOKISTAR #EX-MDA-BK-24-124-C

Notes:

Black cord with festoon wire rope mounting; size cable appropriate for application; remote low voltage 24v transformers size and qty as required.

TOKISTAR'S EXHIBITOR SERIES

An Energy-Efficient Low-Voltage Lighting System For Use In All Environments



Wedge-base xenon lamps are protected within the cover of seamless and shatterproof polycarbonate globes to provide lasting appeal. These long-life lamps provide for low maintenance and have the apparent brightness of much higher wattage lamps.

The energy savings, combined with its safe low-voltage operation, make Exhibitor Series ideally suited for use in amusement parks, shopping malls, restaurants, casinos, bridges, street decorations, promenades and more.

Frosted or clear globes attached to steel cable is a popular application, reminiscent of a time when strings of light were festooned over open-air markets to provide illumination.

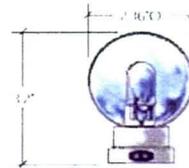
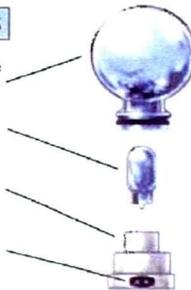
PRODUCT SPECIFICATIONS

Shatterproof polycarbonate globes are injection blow-molded for excellent clarity and a seamless appearance. Each globe is fitted with an o-ring to ensure a very snug fit and weatherproof seal.

Wedge-base xenon lamps are available in three different wattage levels.

Sockets are permanently fixed to cable and sealed with silicone. Each socket is wired in parallel so individual lamp failures do not effect the operation of others. Sockets are available in black or white.

Highly flexible cable contains AWG 12 stranded and plated conductors. Cable is available in black or white.



LAMP SPECIFICATIONS

LAMP#	VOLTS	WATTS	HOURS	LUMENS	COLOR
EX-112	12	2.6	15,000	15	2,400 K
EX-212	12	4.2	10,000	35	2,550 K
EX-124	24	7.5	10,000	65	2,500 K



Color of Globes Available In:
 RED BLUE GREEN
 AMBER WHITE



foxefox design
 architectural lighting

PIER 202

Page 8 of 30

7/11/2007, 6:28 PM

PALM UP/DOWN LIGHTS

Type S06

Electrical:

156w 120V

Lamp:

(4) 39w MH+3000°K and 4100°k

Source:

Metal Halide

Location

Plaza

Specification:

B-K LIGHTING #CUS-1933-33

Notes:

Custom configuration. Four "Everest" fixtures mounted on tree strap ballasts, which are mounted onto 2" stainless steel strap tree ring. Fixtures and ballasts are spaced 90° apart around ring. Fixture and ballast finish bronze wrinkle paint.

CUTSHEET TO FOLLOW SOON (7/11/07)



PIER 202

Page 10 of 30

7/11/2007, 6:28 PM

UNDERWATER TILE LIGHT

Type **S07**

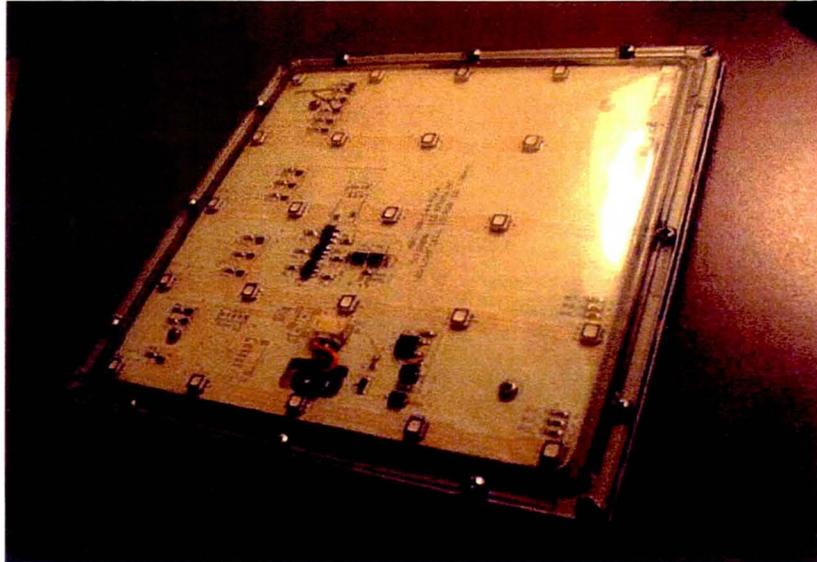
Electrical:
Lamp:
Source:
Location:
Specification:
Notes:

7.2w	24vcd
------	-------

(25) Nichia CRGB Leds
RGB LED
Plaza

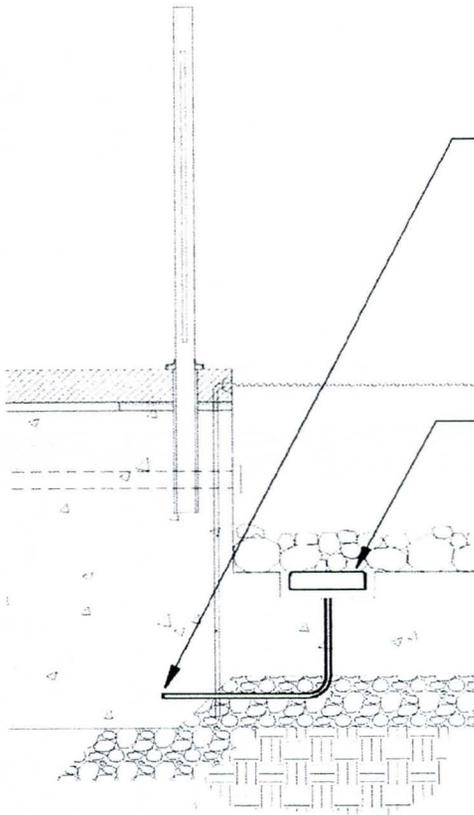
Page 1 of 2

LED EFFECTS # Wet Tile RGB-25-200x200-BRASS-IP68-120-EXT ___
Fixture shall be 200x200mm LED Brass body, UV & chemical stable lens, with injected GE optically clear conformal submersible resin filler. EXT cable length to be specified by contractor as needed to reach NEC code compliance splice box(s). Contract to confirm dimensions on site. Provide complete system with controllers as required for a complete system. Electrical Contractor and LED EFFECTS shall produce complete shop drawings for review.



UNDERWATER TILE LIGHT

Type **S07**
Page 2 of 2



ROUTE CONDUIT TO CODE REQUIRED SPLICE BOX. COORDINATE WITH TRADES AS REQUIRED FOR COMPLETE SYSTEM. CONTROLS SHALL BE BY LED EFFECTS. SEE PLANS FOR QUANTITY AND LOCATIONS.

TYPE S07 MOUNTED IN 10"x10"x3" DEEP CONCRETE RECESS. FIXTURE WILL BE IP68 RGB LEDs.

TYPE S07 SCHEMATIC FOUNTAIN DETAIL



NOT USED

Type **S08**

Electrical:
Lamp:
Source:
Location
Specification:
Notes:

0w	0
0	
0	
0	
0	
0	



NOT USED

Type **S09**

Electrical:
Lamp:
Source:
Location
Specification:
Notes:

Qw	0
	0
	0
	0
	0
	0



feux design
architectural lighting

PATH LIGHT

Type **S10**

Page 1 of 2

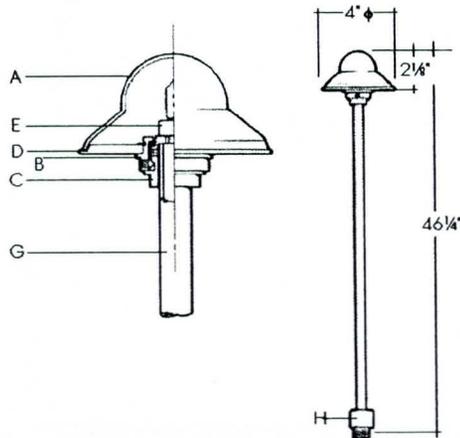
Electrical:
Lamp:
Source:
Location:
Specification:
Notes:

10w 12v
(1) 10w XE10C-20 10,000hr xelogen
Low Voltage Halogen
Plaza
TEKA #SHL-2310-BP-32
Remote Low Voltage transformer, size as required; Provide light post (#32) for in-ground mounting

TEKA

ILLUMINATION

T-53
Safari High Light



Description

Exterior pathway and Garden luminaire for higher mounting heights

Materials and Construction

- A. Heavy wall solid copper or stainless steel shade
- B. Machined solid brass base
- C. Machined solid brass stem cap
- D. Injection molded clear acrylic diffuser with etched, illuminated edge
- E. Ceramic G-4 socket for halogen or long life Xelogen lamps
- F. All fasteners are 18-8 stainless steel
- G. Heavy wall 3/4" O.D. copper stem
- H. Supplied with machined brass slip fit adaptor threaded for 1/2" I.P. and allows for field cutting of stem
- I. Completely sealed with high temperature silicone "O" rings
- J. Supplied with 36" of #16 AWG direct burial rated wire for remote 12V supply.

Mounting

To any 1/2" I.P. threaded fitting or using the available mounting options listed below

Product Number	Lamp	Shade	Finish Option
SHL-2310 / Natural	12V 10W G4	Copper	Brown Patina
SHL-2340 / Natural	12V 10W G4	St. Sl.	Brown Patina
SHL-2360 / Nickel*	12V 10W G4	Nickel	None

*Nickel plate on brass and copper

Options available at additional cost

1. Add suffix BP for brown patina
2. Add suffix #20 transformer Adapter Kit, cast bronze housing containing an electronic 11.6V output transformer for 120V or 277V supply. Recommended for use with TEKA mounting kit #33
3. Add suffix #50 Clamp on blades for mounting in earth
4. Specify #300 Remote Transformer Kit (300W max. with 150W min.) in U.L. 3R raintight box.
5. Order # XE10C-20 for 20,000hr. 10W "Xelogen" lamp



teakon design
architectural lighting

PIER 202

Page 15 of 30

7/11/2007, 6:28 PM

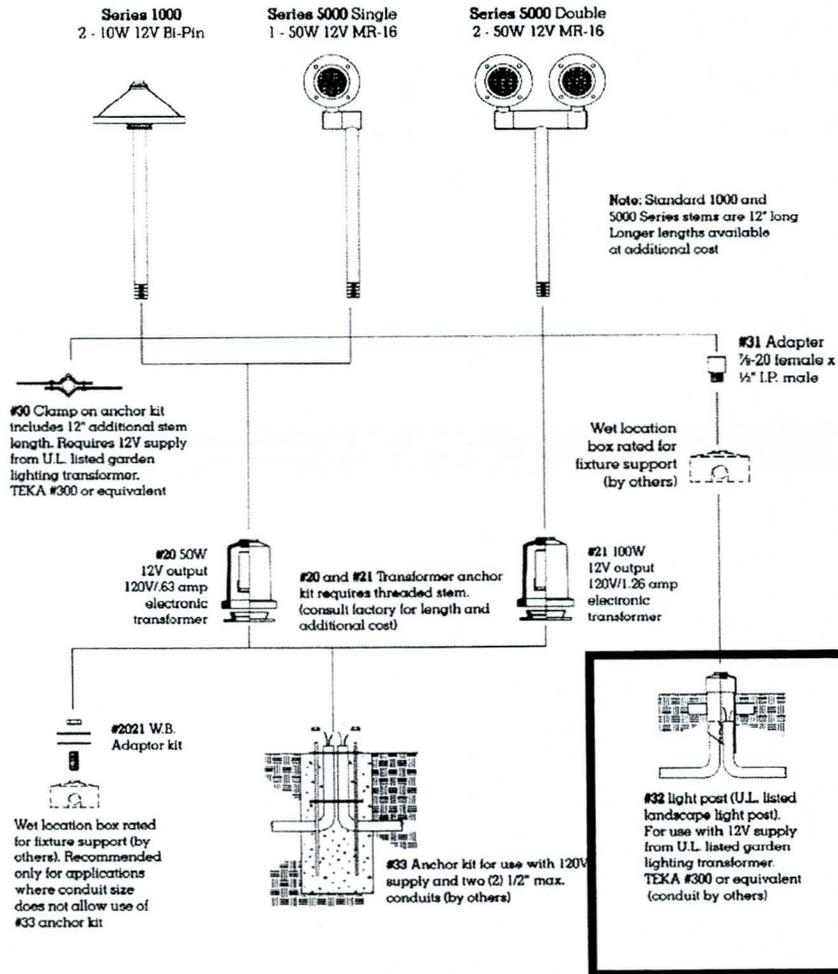
PATH LIGHT

Type **S10**

Page 2 of 2

TEKA
ILLUMINATION

TA-1
Mounting Accessories & Options
Stem Mounted Low Voltage Luminaires



TEKA ILLUMINATION, INC. 86 GIBSON ROAD, SUITE 3 TEMPLETON, CALIFORNIA 93465 PHONE (805) 434-3511 FAX (805) 434-3512
© TEKA 2000



INGRADE UPLIGHT

Type **S11**

Page 1 of 2

Electrical:
Lamp:
Source:
Location:
Specification:
Notes:

39w 120V

(1) 39w MH, 3000°K

Metal Halide

Plaza

BK LIGHTING # S-HP2-T635-FL-RE-81-MAC-10-120-AH-CPC-RG + AMBER COLORED LENS

Stainless steel, flush faceplate, flood reflector, integral ballast, natural machined finish, spread lens, accessory holder, concrete pour collar, rock guard; plus amber colored lens.

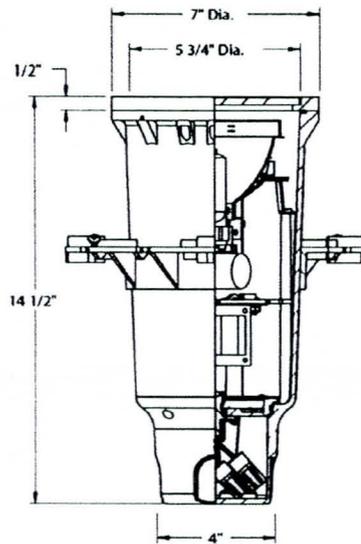


Precision
T-6 Metal Halide - Integral Ballast

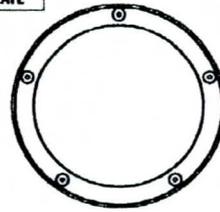
HP2

PROJECT:	
TYPE:	

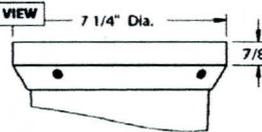
SIDE VIEW



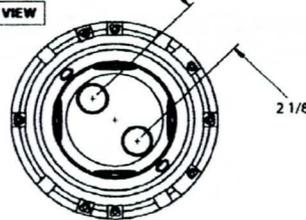
FACEPLATE



TOP SIDE VIEW



BOTTOM VIEW



SPECIFICATIONS

Fixture Housing
Corrosion free composite, made from high strength, thermo-formed, sheet molded polyester compound. Glass reinforced, flame retardant and UV stabilized.
(2) Bottom Entry, 3/4" NPT female conduit entries with knockout plugs and (4) side flats for 1/2" or 3/4" conduit adapters.

Stability Flange (Pat. Pend)
Corrosion free composite flange projects into installation sub-strate to reinforce housing stability. Integral REBAR saddles simplify installation onto concrete form. (4) Orthogonal bosses permit use of 1/2" PVC conduit or EMT to simplify vertical position and leveling of housing. Pre-set self tapping screws anchor housing at proper elevation.

Aiming
Dual axis OptoLock™ stainless steel aiming bracket rotates 360° and provides vertical adjustment up to 14" from nadir. Positive lock action ensures optical orientation.

Socket
Specification grade ceramic body lamp holder rated for 8kV starting pulse. G12 bi-pin base, nickel-plated contacts and stainless steel, heat resistant lamp retaining clips.

Ballast Assembly
Class H Insulated, High Power Factor, Magnetic (120VAC or 277 VAC) Ballast. Integral, removable gear tray with quick disconnect and carrying handle.

Wiring / Connectors
Teflon™ coated wires, 18 gauge, 600V, 250°C rated and certified to UL1659 standard. OptoLock™ and gear tray quick disconnects. Patented HydroLock™ with anti-siphon valve (ASV™) wireway. (3) Water-Tight connectors supplied for line connection. Maximum (2) #10 & (1) #18. Minimum (1) #12 & (1) #18.

Water Management
Self Evacuating Airtight Lamp Module (S.E.A.L.M.), IP68 rated, vacuum sealed enclosure. Patented Anti-Condensation Valve (ACV™) eliminates condensation from optical chamber. High temperature silicone O-Ring at faceplate. Patented HydroLock™ technology provides fail safe water barrier between junction box and interior components. Anti siphon valve (ASV™) prevents "wicking" through conductor insulation.

Lens
High heat, shock resistant, tempered 1/4" borosilicate flat glass lens. Suitable for walk-over and drive-over applications.

Faceplate
Solid, 1/2" machined 6061T6 aluminum with (5) black oxide, captive, stainless steel mounting screws. Faceplate options include solid, 1/2" machined brass and solid, 1/2" machined stainless steel.

Finish
StarGuard™ (Pat. Pend): a 15 stage, chromate-free process cleans and conversion coats aluminum components prior to application of Class A TGIC polyester powder coating. Brass components are available in powder coat or handcrafted metal finish. Stainless steel components are available in handcrafted metal finish.

Listings
ARL and CSA Listed



B-K LIGHTING

40429 Brockway Drive • Modesto, CA 95306 • USA
866-638-6800 • FAX 866-638-6900
www.bklighting.com • info@bklighting.com

SUBMITTAL DATE
7-3-06

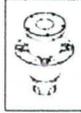
DRAWING NUMBER
SUB-1357-00



INGRADE UPLIGHT

Type **S11**

Page 2 of 2



Precision

T-6 Metal Halide - Integral Ballast

HP2

PROJECT:	
TYPE:	
CATALOG NUMBER:	
LAMP(S):	
NOTES:	

CATALOG NUMBER LOGIC

Example

Example **S** - **HP2** - **T635** - **FL** - **TR** - **81** - **POL** - **11** - **120** - **AH**

Material
Blank - Aluminum **B** - Brass **S** - Stainless Steel

Faceplate
HP2 - Flush

OptiLock™
T635 - T6 Metal Halide (35W)

Reflector
SP - Spot **MS** - Medium Spot **FL** - Flood

Housing
RE - Integral Ballast

Lamp Type
0 - By Others **81** - (35W) Metal Halide T-6 / 830

Finish

Aluminum & Brass Faceplates			Brass Faceplates	
Powder Coat Color	Satin	Wrinkle	Machined	MAC
Bronze	BZP	BZW	Polished	POL
Black	BLP	BLW	Mitique™	MIT
White (Glass)	WHP	WHW	Stainless Faceplates	
Aluminum	SAP	---	Machined	MAC
Verde	---	VER	Polished	POL
			Brushed	BRU

Also available in Premium Finishes

Accessory Select up to 2 Angiars Accessory Holder

10 - Spread Lens 11 - Honeycomb Baffle 13 - Rectilinear Lens

Input Voltage

120 - 120 Volt
277 - 277 Volt

Option

AH - Accessory Holder (Accommodates up to 2 Media)	ICEE - ICEE™ Lens (HP2 Only, Faceplate standard aluminum only)
CPC - Concrete Pour Collar (HP2 Only) Material and Finish to Match Faceplate. May be field installed prior to permanent installation of side conduit connectors. Included with ICEE Lens option.	Concrete Pour Collar included (Options DG, GS, HD, RG, and RO not available with ICEE lens)
DG - Dome Glass Lens (Replaces Flat Glass, Not Overcover Rated)	RG - Rock Guard*
GS - Glare Shield*	RO - Rock Guard with Optical Opening*
HD - Half Dome*	TC - Traction Control Lens (Replaces Flat Glass)
	* HP2 Only. Material and Finish to Match Faceplate. Dome lens included.

Amber Color Filter

Heat treated amber glass filter expands design options through the introduction of color.



Features:

- Heat treated soda lime glass.
- Available with all products.

LAMP DATA

BK No.	Lamp Watts	Description	Rated Life	Initial Lumens	Mean Lumens	CRI	CCT(K)
81	35	35T6/MH/830	12,000	3,300	2,600	81	3,000

Lumen & Candela Conversion Multipliers	
35W	51



foxflex design
architectural lighting

PIER 202

Page 18 of 30

7/11/2007, 6:28 PM

NOT USED

Type **S12**

Electrical:
Lamp:
Source:
Location:
Specification:
Notes:

0w	0
0	
0	
0	
0	
0	



UNDERWATER NICHE LIGHT

Type **S13**

Electrical:
Lamp:
Source:
Location
Specification:
Notes:

39w 12vdc
White LED Array, 3000°K
Low Voltage
Fountain
LED EFFECTS #Sun-of-Moon-12vdc-IP68-CSL____-3000°K
Contractor to specify the length of custom cord (CSL-____) required for each fixture ordered to meet NEC requirements.

Page 1 of 2



“SUN OF MOON” Fixture High-Output Interior/Exterior Flood Lamp



SPECIFICATIONS:

Outside Dimensions Diameter **4.75"** x Length by specification
D**12.07cm** x Length by Specification

LED (K2) **9**

Power Consumption **1.5 amps @ 12 VDC**

Wattage **39W**

Brightness (White) **300 lumens**

COMMON SPECIFICATIONS:

Power In **12 VDC**

Beam Angle Standard: **6°** (Others by Specification)

LED Life **50,000 hours**

Housing **Aluminum**

Housing Color **Natural or by specification**



DRIVER UNIT:

Stream™ and DMX512



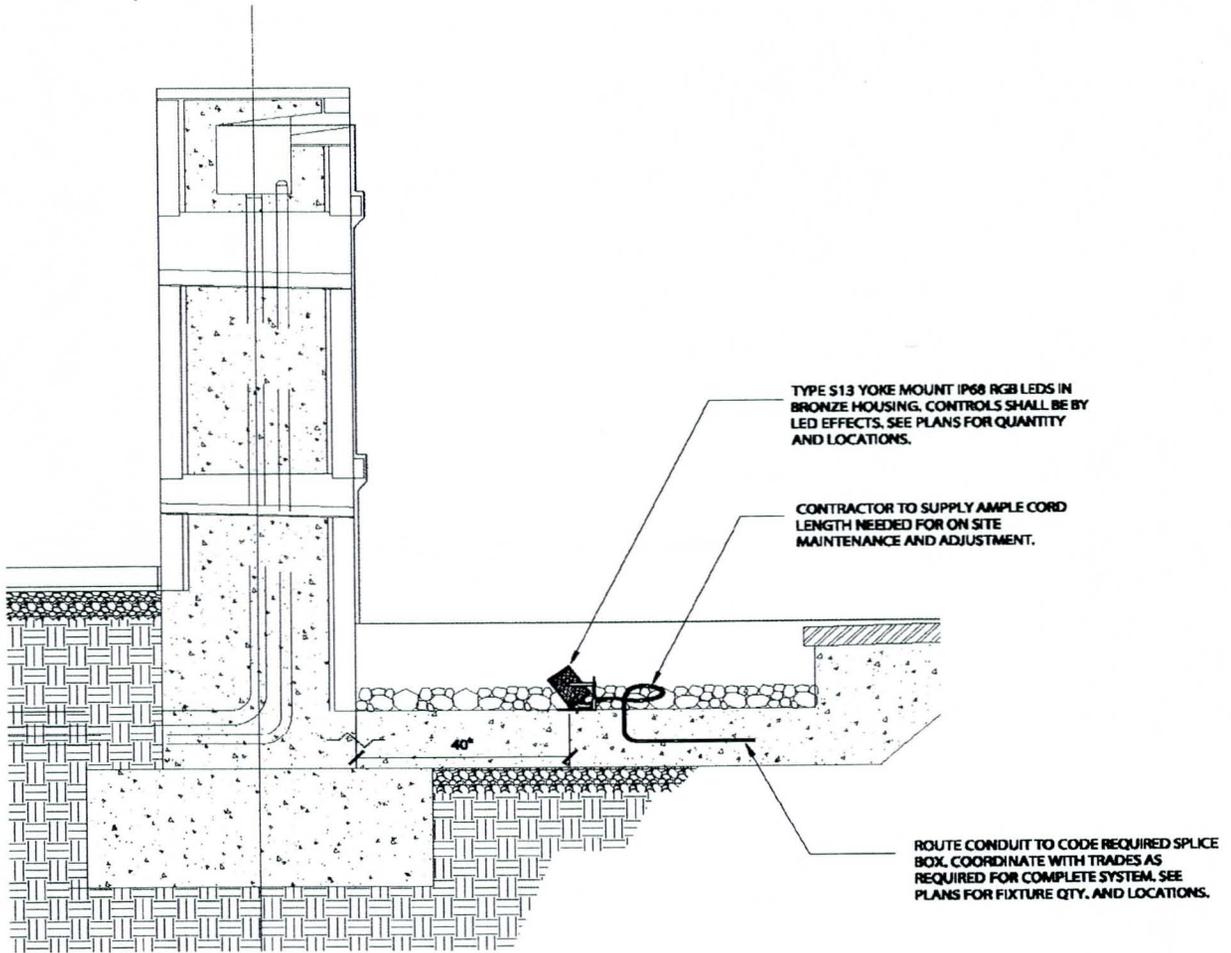
External Controller Available - IP68 Molded Connector - IP68 Rated
GE resin filled housing for zero water penetration
Wet Niche grounded housing available for recessed mounting
11390 Sunrise Gold Circle, Suite 800 • Rancho Cordova, CA 95742-7514
voice (916) 852-1719 • fax (916) 852-1740
www.ledeffects.com



UNDERWATER NICHE LIGHT

Type S13

Page 2 of 2



TYPE S13 SCHEMATIC FOUNTAIN WALL LIGHTING DETAIL



PIER 202

Page 21 of 30

7/11/2007, 6:28 PM

HANGING STARLIGHTER

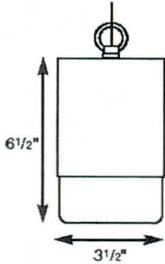
Type **S14**

Page 1 of 2

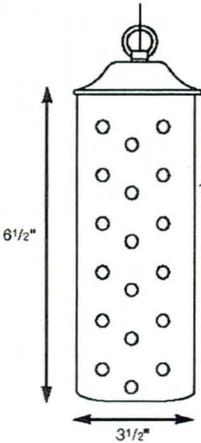
Electrical:
Lamp:
Source:
Location
Specification:
Notes:

18w 12v
(1) 18w single contact bayonet
Low Voltage Incandescent
Plaza
SPJ LIGHTING #SPJ18-10B-AG + #IG300X
Perforated brass starlighter, 11 inches tall; Provide QTY.9 fixtures per tree with QTY.1 remote ground mounted transformers;
FINISH: Aged Brass

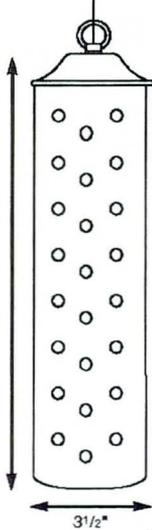
SPJ18-09 SPJ18-10A
SPJ18-10B



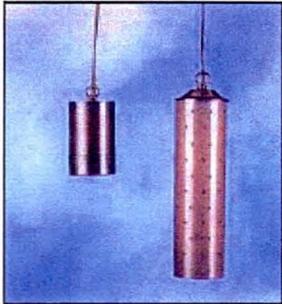
6 1/2"
3 1/2"



6 1/2"
3 1/2"



11"
3 1/2"



<p>FINISH OPTIONS:</p> <table style="width: 100%; border: none;"> <tr> <td>(V) VERDE</td> <td>(GM) GUN METAL</td> </tr> <tr> <td>(M) MOSS</td> <td>(R) RUSTY</td> </tr> <tr> <td>(AG) AGED BRASS</td> <td>(W) WHITE</td> </tr> <tr> <td>(BR) BRONZE</td> <td>(B) BLACK</td> </tr> </table>	(V) VERDE	(GM) GUN METAL	(M) MOSS	(R) RUSTY	(AG) AGED BRASS	(W) WHITE	(BR) BRONZE	(B) BLACK	<table style="width: 100%; border: none;"> <tr> <td>MODEL:</td> <td>SPJ18-09</td> </tr> <tr> <td>SOCKET :</td> <td>ALL WEATHER CERAMIC</td> </tr> <tr> <td>ELECTRICAL :</td> <td>12V</td> </tr> <tr> <td>LAMP :</td> <td>20W-50W</td> </tr> <tr> <td colspan="2"> </td> </tr> <tr> <td>MODEL:</td> <td>SPJ18-10A/SPJ18-10B</td> </tr> <tr> <td>SOCKET :</td> <td>SINGLE CONTACT BAYONET</td> </tr> <tr> <td>ELECTRICAL :</td> <td>12V</td> </tr> <tr> <td>LAMP :</td> <td>18W INCLUDED</td> </tr> <tr> <td>OPTION :</td> <td>CANOPY, CHAIN</td> </tr> </table>	MODEL:	SPJ18-09	SOCKET :	ALL WEATHER CERAMIC	ELECTRICAL :	12V	LAMP :	20W-50W			MODEL:	SPJ18-10A/SPJ18-10B	SOCKET :	SINGLE CONTACT BAYONET	ELECTRICAL :	12V	LAMP :	18W INCLUDED	OPTION :	CANOPY, CHAIN
(V) VERDE	(GM) GUN METAL																												
(M) MOSS	(R) RUSTY																												
(AG) AGED BRASS	(W) WHITE																												
(BR) BRONZE	(B) BLACK																												
MODEL:	SPJ18-09																												
SOCKET :	ALL WEATHER CERAMIC																												
ELECTRICAL :	12V																												
LAMP :	20W-50W																												
MODEL:	SPJ18-10A/SPJ18-10B																												
SOCKET :	SINGLE CONTACT BAYONET																												
ELECTRICAL :	12V																												
LAMP :	18W INCLUDED																												
OPTION :	CANOPY, CHAIN																												

SCALE	DRAWN BY: MMC	BASE DESIGN: SPJ	DATE: 03-14-01
<p style="font-weight: bold; font-size: 1.1em;">SPJ LIGHTING INC.</p> <p style="font-size: 0.9em;">2107 Chico Avenue South El Monte, CA 91733 (800) 469-3637 FAX: (626) 433-4839</p>		<p>Shop Drawing Number: 0404-11</p>	



HANGING STARLIGHTER

Type **S14**

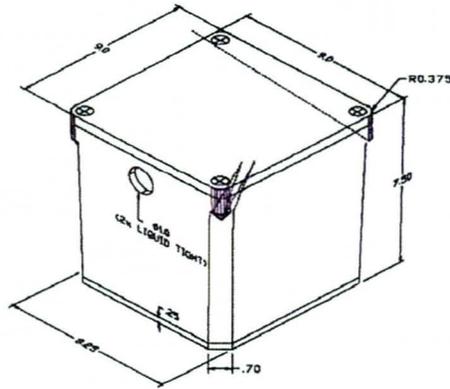
Page 2 of 2

Electrical:	18w	12v
Lamp:	(1) 18w single contact bayonet	
Source:	Low Voltage Incandescent	
Location:	Plaza	
Specification:	SPJ LIGHTING #SPJ18-10B-AG + #IG300X	
Notes:	Perforated brass starlighter, 11 inches tall; Provide QTY.9 fixtures per tree with QTY.1 remote ground mounted transformers; FINISH: Aged Brass	



SPECIFICATION SHEET

IG300X IN-GROUND TRANSFORMER



MODEL:	IG300X
MOUNTING :	GRADE
ELECTRICAL :	120V, 12-14V
WIRING ACCESS :	3/4" LIQ. TIGHT
MAX WATTS :	300W
MATERIAL :	(PL) PVC PLASTIC

DRAWN BY: JRJ	BASE DESIGN: SPJ	DATE: 5 31 02
SPJ LIGHTING INC. 2107 Chico Avenue South El Monte, CA 91733 (800) 469-3637 FAX: (626) 433-4839		



CITY STANDARD STREET LIGHT

Type **S15**

Electrical: STD 277V
Lamp: STD
Source: High Pressure Sodium

Location: Rio Salado Street

Specification: **CITY SPECIFICATION**

Notes: Provide per City Standard for center median mounting at standard spacing.



LINEAR LED LIGHT

Type **S16**

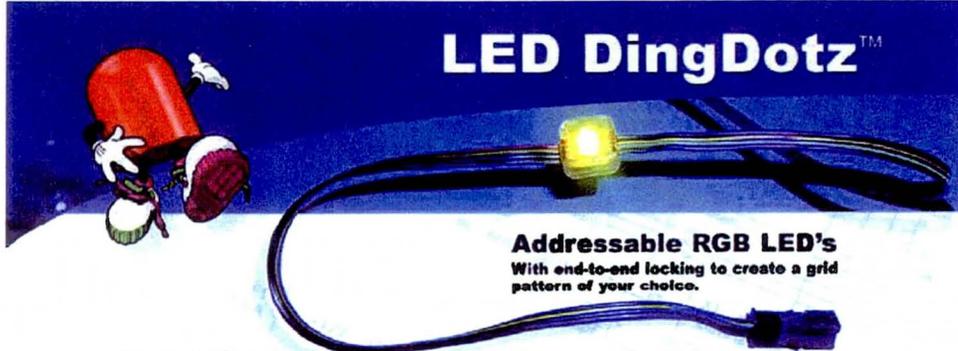
Page 1 of 5

Electrical:
Lamp:
Source:
Location:
Specification:
Notes:

2.88 w/lf 12vdc
(1) 60ma LED @ 3in. O.C.
RGB LED
Plaza

LEDEFFECTS #LED DINGDOTZ

Provide complete system with controllers as required for a complete system. Electrical Contractor and LED EFFECTS shall produce complete shop drawings for review.



Addressable RGB LED's
With end-to-end locking to create a grid pattern of your choice.

LED DingDotz™ are a miniature string of end-to-end locking connectors with low profile, self-contained, three-in-one, super bright RGB LEDs.

This new design allows for a "free-form" choice of installation shapes. Designers are now free to design custom contours and sizes without limitation of typical grids required by most video wall technologies. The level of configured system sophistication can range from small areas of stunning visual effects to real-time video displays of any size.

DingDotz support LED Effects' Stream™ or DMX512 lighting controls used for creating full featured custom light shows or pre-set color scenes. Unlike other RGB illuminators, LED Effects' RGB Stream products support a 1 billion color internal palette, providing the richest selection and range of hues and brightness.

LED DingDotz allow you to choose and configure the use of color and movement not possible with conventional lighting methods.

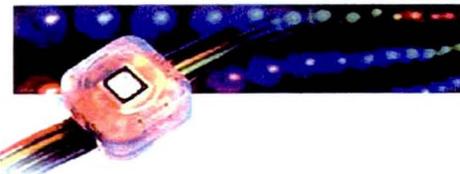
A typical small DingDotz installation consists of 120 dotz (a maximum of 198 feet or 60 meters), a DingDotz controller and power supply! Amazing lighting effects in an affordable, easy to configure LED system! Larger systems and Real-Time Video Systems can be configured on a project by project basis.

TYPICAL APPLICATIONS:

- Dot illumination - architectural, retail, commercial or residential.
- Highlight lighting - with or without a diffuser lens.
- Increase visibility and draw attention.
- Display real time video or stunning visual effects.

FEATURES:

- Millions of color combinations.
- UL Class II, IP 65, interior / exterior rated
- Locking connectors, clips end-to-end.
- Assemble lengths up to 60 meters.
- Rugged construction.
- Addressable RGB pixels
- Voltage 7-12VDC / 60ma per led
- Estimated LED life - 75,000 hours (RGB)
- Supports LED Effects Stream™ and DMX512 systems.



LED EFFECTS

11390 Sunrise Gold Circle, Suite 800 • Rancho Cordova, CA 95742-7514
voice (916) 852-1719 • fax (916) 852-1740
www.ledeffects.com

T-0-020-010 Rev-A

©2004 LED Effects, Inc. All rights reserved. LED Effects™ and LED DingDotz™ are trademarks of LED Effects, Inc.



fox & fox design
architectural lighting

CHECK SHEET

This check sheet contains a listing of items to be included in the sealed bid by the Contractor:

	Included
Proposal Forms (note receipt of addenda) P-1 to P-16	<input type="checkbox"/>
Bidders Project References PR-1	<input type="checkbox"/>
List of Subcontractors SB-1	<input type="checkbox"/> Separate Envelope
Bid Bond (as per General Provisions)..... G-2	<input type="checkbox"/>
Safety Information (as per General Provisions)..... G-9	<input type="checkbox"/> Separate Envelope
Ensure to Insure Affidavit..... AFF-2	<input type="checkbox"/> Separate Envelope

PROPOSAL

Place: Tempe, Arizona

Date: _____

Mayor and City Council
City of Tempe
Tempe, Arizona 85281

In compliance with your invitation for bids and all conditions of the Contract

Documents, the _____,
a corporation organized under the laws of the State of _____,

a partnership consisting of _____,

or individual trading as _____,

of the City of _____, and the County of _____, hereby proposes and agrees to furnish any and all plant, materials, labor, construction equipment, service and transportation (all applicable taxes included) of the **PIER AT TOWN LAKE IMPROVEMENT DISTRICT NO. 180 (PROJECT NO. 5103011)** and to install the material therein for the Owner in a good and workmanlike and substantial manner and to the satisfaction of the Owner, or their properly authorized agents and strictly pursuant to and in conformity with the Contract Documents and other documents that may be made by the Owner or their properly authorized agents, as provided herein, at the following prices:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Clearing and Grubbing	L.S.	1	\$ _____	\$ _____
2	Erosion Control	L.S.	1	\$ _____	\$ _____
3	Curb and Gutter Removal	L.F.	4,000	\$ _____	\$ _____
4	Remove Pipe, 30-inch Diameter and Smaller	L.F.	215	\$ _____	\$ _____
5	Remove Pipe, 66-inch Diameter and Larger	L.F.	286	\$ _____	\$ _____
6	Plug Pipe with Gunitite, Cap and Weld Ends	L.F.	221	\$ _____	\$ _____
7	Remove Well Vaults Backfill and Compact	Each	3	\$ _____	\$ _____
8	Remove Blower Vault Backfill and Compact	Each	3	\$ _____	\$ _____
9	Remove Tree, Over 12-inch Diameter	Each	1	\$ _____	\$ _____
10	Concrete Sidewalk Removal	S.F.	16,570	\$ _____	\$ _____
11	Remove Storm Manhole	Each	1	\$ _____	\$ _____
12	Remove Water Vault	Each	1	\$ _____	\$ _____
13	Remove Concrete Headwall	Each	1	\$ _____	\$ _____
14	Remove Existing Gate	Each	1	\$ _____	\$ _____
15	Remove Fire Hydrants, Salvage Usable Parts	Each	5	\$ _____	\$ _____
16	Remove Street Signs, Salvage Usable Parts	Each	3	\$ _____	\$ _____
17	Remove Street Lights, Salvage Usable Parts	Each	3	\$ _____	\$ _____
18	Remove Fence	L.F.	1,045	\$ _____	\$ _____
19	Remove Riprap	S.F.	2,380	\$ _____	\$ _____

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
20	Remove Concrete Median	S.F.	1,020	\$ _____	\$ _____
21	Abandon Monitoring Wells	Each	4	\$ _____	\$ _____
22	Excavation	C.Y.	191,923	\$ _____	\$ _____
23	Backfill and Compaction	C.Y.	227,408	\$ _____	\$ _____
24	Aggregate Slurry Backfill	C.Y.	300	\$ _____	\$ _____
25	Subgrade Preparation	S.Y.	44,600	\$ _____	\$ _____
26	Imported Borrow	C.Y.	35,485	\$ _____	\$ _____
27	4-inch Asphaltic Concrete Binder Pavement	S.Y.	30,700	\$ _____	\$ _____
28	2-inch Asphaltic Concrete Surface Course	S.Y.	30,700	\$ _____	\$ _____
29	9-inch Portland Cement Concrete Pavement, Monolithic Pour	S.F.	8,000	\$ _____	\$ _____
30	7-inch Aggregate Base Course	S.Y.	20,100	\$ _____	\$ _____
31	12-inch Aggregate Base Course	S.Y.	1,356	\$ _____	\$ _____
32	Vertical Curb and Gutter, MAG 220-1, Type 3	L.F.	15,450	\$ _____	\$ _____
33	Single Curb, MAG 222, Type B	L.F.	2,000	\$ _____	\$ _____
34	Tempe Standard Concrete Sidewalk	S.F.	4,000	\$ _____	\$ _____
35	ADA Sidewalk Ramp, COT Detail T-328	Each	20	\$ _____	\$ _____
36	Sidewalk Ramp, COT Detail T-322	Each	6	\$ _____	\$ _____
37	Concrete Retaining Wall	S.F.	2,450	\$ _____	\$ _____

Estimated Item No.	Description	Unit	Bid Unit Quantity	Bid Price	Price
38	8-inch Diameter Ductile Iron Water Main AWWA C151, Class 52	L.F.	3,000	\$ _____	\$ _____
39	12-inch Diameter Ductile Iron Water Main, AWWA C151, Class 52	L.F.	4,100	\$ _____	\$ _____
40	8-inch Diameter Ductile Iron Water Service including Valves	L.F.	400	\$ _____	\$ _____
41	6-inch Ductile Iron Hydrant Branch, Anchor Pipe	L.F.	450	\$ _____	\$ _____
42	Fire Hydrants including Valve and Fittings	Each	27	\$ _____	\$ _____
43	12-inch Gate Valves	Each	41	\$ _____	\$ _____
44	8-inch Gate Valves	Each	49	\$ _____	\$ _____
45	Vertical Realignment, 12-inch Water Main	Each	1	\$ _____	\$ _____
46	Vertical Realignment, 8-inch Water Main	Each	2	\$ _____	\$ _____
47	12-inch Connection to Existing 12-inch Water Main including Spool Pieces, Removal of Existing Plug and Buttress, and Temporary Plug with 2-inch Air Vent.	Each	2	\$ _____	\$ _____
48	8-inch Connection to Existing 12-inch Water Main including Spool Pieces, Removal of Existing -Plug and Buttress, and Temporary Plug with 2-inch Air Vent.	Each	2	\$ _____	\$ _____
49	Concrete Pipe Encasement, MAG 404	Each	4	\$ _____	\$ _____

Estimated Item No.	Description	Unit	Bid Unit Quantity	Bid Price	Price
50	18-inch Diameter Reinforced Concrete Storm Lateral, ASTM C76, Class III with Stub and Cap	L.F.	423	\$ _____	\$ _____
51	18-inch Diameter Reinforced Concrete Storm Sewer, ASTM C76, Class III with Rubber Gaskets	L.F.	1,241	\$ _____	\$ _____
52	18-inch Diameter Reinforced Concrete Storm Sewer, ASTM C76, Class IV with Rubber Gaskets	L.F.	472	\$ _____	\$ _____
53	18-inch Diameter Reinforced Concrete Storm Sewer, ASTM C76, Class V with Rubber Gaskets	L.F.	203	\$ _____	\$ _____
54	24-inch Diameter Reinforced Concrete Storm Sewer, ASTM C76, Class III with Rubber Gaskets	L.F.	839	\$ _____	\$ _____
55	24-inch Diameter Reinforced Concrete Storm Sewer, ASTM C76, Class IV with Rubber Gaskets	L.F.	354	\$ _____	\$ _____
56	30-inch Diameter Reinforced Concrete Storm Sewer, ASTM C76, Class III, with Rubber Gaskets	L.F.	721	\$ _____	\$ _____
57	36-inch Diameter Reinforced Concrete Storm Sewer, ASTM C76, Class III with Rubber Gaskets	L.F.	729	\$ _____	\$ _____
58	42-inch Diameter Reinforced Concrete Storm Sewer, ASTM C76, Class III with Rubber Gaskets	L.F.	104	\$ _____	\$ _____

Estimated Item No.	Description	Unit	Bid Unit Quantity	Bid Price	Price
59	48-inch Diameter Reinforced Concrete Storm Sewer, ASTM C76, Class III with Rubber Gaskets	L.F.	55	\$ _____	\$ _____
60	54-inch Diameter Reinforced Concrete Storm Sewer, ASTM C76, Class III with Rubber Gaskets	L.F.	292	\$ _____	\$ _____
61	60-inch Diameter Reinforced Concrete Storm Sewer, ASTM C76, Class III with Rubber Gaskets	L.F.	158	\$ _____	\$ _____
62	66-inch Diameter Reinforced Concrete Storm Sewer, ASTM C76, Class III with Rubber Gaskets	L.F.	650	\$ _____	\$ _____
63	72-inch Diameter Reinforced Concrete Storm Sewer, ASTM C76, Class III with Rubber Gaskets	L.F.	800	\$ _____	\$ _____
64	78-inch Diameter Replacement Reinforced Concrete Storm Sewer, ASTM C76, Class III with Rubber Gaskets	L.F.	245	\$ _____	\$ _____
65	30-inch Diameter. Prestressed Concrete Cylinder Pipe with 3 Welded Carnegie Joints	L.F.	245	\$ _____	\$ _____
66	Precast Concrete Diversion Structure	Each	3	\$ _____	\$ _____
67	144-inch Diameter Corrugated Metal Pipe Retention Structures	L.F.	735	\$ _____	\$ _____
68	Culvert Outlet with MAG 501-3 Headwall	Each	1	\$ _____	\$ _____

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
69	Precast Concrete Catch Basin, MAG 532	Each	33	\$ _____	\$ _____
70	Tempe Standard 15-inch Diameter Corrugated Metal Slotted Drain Pipe	L.F.	265	\$ _____	\$ _____
71	60-inch Diameter Precast Concrete Storm Sewer Manhole, MAG 520, Depth Greater than 10 feet	Each	10	\$ _____	\$ _____
72	60-inch Diameter Precast Concrete Storm Sewer Manhole, MAG 520, Depth 10 feet or Less	Each	10	\$ _____	\$ _____
73	72-inch Diameter Precast Concrete Storm Sewer Manhole, MAG 520, Depth 10 Feet or Less	Each	7	\$ _____	\$ _____
74	72-inch Diameter Precast Concrete Storm Sewer Manhole, MAG 520, Depth Greater than 10 Feet	Each	3	\$ _____	\$ _____
75	60-inch Diameter Precast Concrete Storm Sewer Modified Base Manhole, MAG 523, Depth Greater than 10 Feet	Each	3	\$ _____	\$ _____
76	Stormceptor Model 450i Manhole	Each	3	\$ _____	\$ _____
77	60-inch Diameter Precast Concrete Storm Sewer Manhole, MAG 521, Modified Base, Depth Greater than 10 feet	Each	14	\$ _____	\$ _____
78	60-inch Diameter Precast Concrete Storm Sewer Manhole, MAG 521, Modified Base, Depth 10 feet or less	Each	9	\$ _____	\$ _____

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
79	Plaza Area Grading Including Pipes, Catch Basins and Grates	L.S.	1	\$ _____	\$ _____
80	Simplex Stormwater Pump Station including Pump and Controls	L.S.	1	\$ _____	\$ _____
81	60-inch Diameter Precast Concrete Storm Sewer Manhole Extension with Special Base, Depth Greater than 120 Feet	Each	3	\$ _____	\$ _____
82	Native Stone Riprap, 24-inch Depth	S.Y.	110	\$ _____	\$ _____
83	Grouted Rock riprap, 24-inch Depth	S.Y.	140	\$ _____	\$ _____
84	4-inch Diameter Ductile Iron Storm Sanitary Force Main	L.F.	100	\$ _____	\$ _____
85	8-inch diameter Extra Strength Vitrified Clay Pipe Sanitary Sewer, ASTM C700	L.F.	902	\$ _____	\$ _____
86	10-inch diameter Extra Strength Vitrified Clay Pipe Sanitary Sewer, ASTM C700	L.F.	650	\$ _____	\$ _____
87	12-inch diameter Extra Strength Vitrified Clay Pipe Sanitary Sewer, ASTM C700	L.F.	200	\$ _____	\$ _____
88	15-inch diameter Extra Strength Vitrified Clay Pipe Sanitary Sewer, ASTM C700	L.F.	465	\$ _____	\$ _____
89	6-inch PVC Sanitary Lateral, ASTM D3034, SDR 35	L.F.	530	\$ _____	\$ _____

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
90	60-inch Diameter Precast Concrete Sanitary Sewer Manhole, MAG 420, Depth 10 Feet or Less	Each	4	\$ _____	\$ _____
91	60-inch Diameter Precast Concrete Sanitary Sewer Manhole, MAG 420, Depth Greater than 10 Feet	Each	15	\$ _____	\$ _____
92	Precast Concrete Sanitary Drop Sewer Connection, MAG 426-B	Each	1	\$ _____	\$ _____
93	Television Inspection of New Sanitary Sewers	L.S.	1	\$ _____	\$ _____
94	Relocate Recovery Well #6 including New Well and 6-inch Piping.	L.S.	1	\$ _____	\$ _____
95	Relocate Recovery Well #7, Reuse Existing Well, with 6-inch Piping.	L.S.	1	\$ _____	\$ _____
96	Relocate Recovery Well #8 including New Well and 14-inch Piping.	L.S.	1	\$ _____	\$ _____
97	Signing and Striping	L.S.	1	\$ _____	\$ _____
98	Bus Shelter	Each	1	\$ _____	\$ _____
99	Material Testing, Quality Assurance/Quality Control	L.S.	1	\$ _____	\$ _____
100	Construction Survey and Staking	L.S.	1	\$ _____	\$ _____
101	Traffic Control	L.S.	1	\$ _____	\$ _____
102	Record Drawings	L.S.	1	\$ _____	\$ _____
103	Karsten Golf Course Imported Fill and Grading	C.Y.	10,700	\$ _____	\$ _____

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
104	PV1, City Standard Sidewalk	S.F.	10,860	\$ _____	\$ _____
105	Integral Color Concrete Paving with Saw Cut Joints	S.F.	710	\$ _____	\$ _____
106	PV4, Integral Color Exposed Aggregate Concrete Paving with Top Cast Finish and Saw Cut Joints	S.F.	11,700	\$ _____	\$ _____
107	PV6, 4 x 4-inch Porphyrl Stone Pavers	S.F.	615	\$ _____	\$ _____
108	PV7, Linear Stepstone Concrete Pavers	S.F.	22,710	\$ _____	\$ _____
109	PV8, Sand Set Concrete Unit Pavers with Joint Sealant	S.F.	4,045	\$ _____	\$ _____
110	PV8A, Sand Set Concrete Vehicle Pavers at Entry	S.F.	1,350	\$ _____	\$ _____
111	PV9, 2 - 3-inch Crushed Stone Aggregate	S.F.	5,900	\$ _____	\$ _____
112	PV10, Flagstone Pavers	S.F.	1,225	\$ _____	\$ _____
113	PV11, Wood Bridge	S.F.	475	\$ _____	\$ _____
114	PV12, Cast-in-Place Integral Color Concrete Steps	S.F.	311	\$ _____	\$ _____
115	PV14, Planter Aggregate Mulch	S.F.	57,900	\$ _____	\$ _____
116	Concrete Band at Rio Salado/Pier Blvd Crosswalk	S.F.	67	\$ _____	\$ _____
117	W-1, 18-inch High Concrete Seat Wall	L.F.	160	\$ _____	\$ _____

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
118	W-3, 30-inch High Concrete Wall	L.F.	150	\$ _____	\$ _____
119	W-5, Cascade Fountain Wall and Basin	L.F.	115	\$ _____	\$ _____
120	Benches	Each	66	\$ _____	\$ _____
121	Trash Receptacles	Each	22	\$ _____	\$ _____
122	Fountain	Allowance	1	\$ <u>1,500,000</u>	\$ <u>1,500,000</u>
123	SF-3 Handrails	L.F.	24	\$ _____	\$ _____
124	Fine Grading	S.F.	59,235	\$ _____	\$ _____
125	Soil Preparation	S.F.	59,235	\$ _____	\$ _____
126	Weed Abatement	S.F.	59,235	\$ _____	\$ _____
127	Automatic Irrigation System	L.S.	1	\$ _____	\$ _____
128	2-inch Water Meter	Each	1	\$ _____	\$ _____
129	Understory Planting 1 Gallon	Each	10,465	\$ _____	\$ _____
130	Understory Planting 5 Gallon	Each	995	\$ _____	\$ _____
131	Understory Planting 15 Gallon	Each	285	\$ _____	\$ _____
132	Turf	S.F.	1,345	\$ _____	\$ _____
133	Tree in 24-inch Box, <i>Populus fremontii</i>	Each	47	\$ _____	\$ _____
134	Tree in 36-inch Box, <i>Quercus virginiana</i>	Each	24	\$ _____	\$ _____
135	Tree in 36-inch Box, <i>Cercidium praecox</i>	Each	11	\$ _____	\$ _____
136	30-foot b.t.h. Tree, <i>Phoenix dactylifera</i> 'Medjool'	Each	49	\$ _____	\$ _____

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
137	Tree in 36-inch Box, <i>Prosopis chilensis</i> 'Phoenix'	Each	11	\$ _____	\$ _____
138	Tree in 36-inch Box, <i>Cedcidium 'Desert Museum'</i>	Each	17	\$ _____	\$ _____
139	Tree in 36-inch Box, <i>Fraxinus valutina</i> 'Rio Grande'	Each	47	\$ _____	\$ _____
140	Tree in 48-inch Box, <i>Jacaranda mimosifolia</i>	Each	2	\$ _____	\$ _____
141	Tree Root Barriers	L.F.	12,800	\$ _____	\$ _____
142	120-day Landscape Maintenance	S.F.	59,235	\$ _____	\$ _____
143	Electric Gates	Each	2	\$ _____	\$ _____
144	Manual Gate	Each	1	\$ _____	\$ _____
145	No. 6 AWG THW Conductor	CLF	115.1	\$ _____	\$ _____
146	No. 8 AWG THW Conductor	CLF	150.5	\$ _____	\$ _____
147	No. 10 AWG THW Conductor	CLF	464.45	\$ _____	\$ _____
148	No. 12 AWG THW Conductor	CLF	267.3	\$ _____	\$ _____
149	No. 250 AWG THW Conductor	CLF	12	\$ _____	\$ _____
150	2-inch Diameter PVC Schedule 40 Conduit	L.F.	9,699	\$ _____	\$ _____
151	1-inch Diameter PVC Schedule 40 Conduit	L.F.	4,985	\$ _____	\$ _____
152	2-inch Diameter PVC Schedule 40 Conduit	L.F.	6,340	\$ _____	\$ _____

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
153	2-1/2-inch Diameter PVC Schedule 40 Conduit	L.F.	1,550	\$ _____	\$ _____
154	4-inch Diameter PVC Schedule 40 Conduit	L.F.	280	\$ _____	\$ _____
155	Luminaire, Pole, Mast Arm, Type "SO1"	Each	37	\$ _____	\$ _____
156	Luminaire, Pole, Mast Arm, Type "SO1R"	Each	25	\$ _____	\$ _____
157	Luminaire, Pole, Mast Arm, Type "SO2"	Each	14	\$ _____	\$ _____
158	Pole Type "SO2P"	Each	4	\$ _____	\$ _____
159	Luminaire, Pole, Mast Arm, Type "SO3"	Each	11	\$ _____	\$ _____
160	Luminaire, Type "SO4," 70W MH	Each	30	\$ _____	\$ _____
161	Luminaire, Type "SO5," 7.5W Xenon	Each	1,250	\$ _____	\$ _____
162	Luminaire, Type "SO6," 39W MH	Each	39	\$ _____	\$ _____
163	Luminaire, Type "SO7," 150 W Halogen	Each	27	\$ _____	\$ _____
164	Luminaire, Type "SO10," 10W LV Halogen	Each	31	\$ _____	\$ _____
165	Luminaire, Type "SO11," 39 W MH	Each	22	\$ _____	\$ _____
166	Luminaire, Type "SO13," 20W MH	Each	7	\$ _____	\$ _____
167	Luminaire, Type "SO14," 18W LV Incandescent	Each	12	\$ _____	\$ _____
168	Luminaire, Type "SO15," 250W HPS, Relocate from Rio Salado	Each	7	\$ _____	\$ _____

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
169	Luminaire, Type "SO16," RGB LED, 3-inch Centers	Each	1,005	\$ _____	\$ _____
170	Reinforced Cast-in-Place Concrete Luminaire Pole Base, 24-inch Diameter, 10-foot Depth, including Ground Rod	Each	87	\$ _____	\$ _____
171	12 x 12-inch Pull Boxes	Each	6	\$ _____	\$ _____
172	13 x 24-inch Pull Boxes	Each	13	\$ _____	\$ _____
173	Type 3 Junction Boxes	Each	7	\$ _____	\$ _____
174	Weatherproof Receptacle	Each	8	\$ _____	\$ _____
175	Lighting Control Cabinet Complete with All Components	Each	2	\$ _____	\$ _____
176	Lighting Control Cabinet Concrete Base	Each	2	\$ _____	\$ _____
177	400 Amp, 277/460 Volt, Electrical Service	Each	1	\$ _____	\$ _____
178	Install Arizona Public Service Manhole	Each	6	\$ _____	\$ _____
179	Install Salt River Project Manhole	Each	7	\$ _____	\$ _____
180	8-foot Square Precast Concrete Communications Manhole	Each	5	\$ _____	\$ _____
181	8-foot x 12-foot Precast Concrete Communications Manhole	Each	2	\$ _____	\$ _____
182	Two 5-inch Conduits, Concrete Encased Ductbank	L.F.	470	\$ _____	\$ _____

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
183	Four 5-inch Conduits, Concrete Encased Ductbank	L.F.	570	\$ _____	\$ _____
184	Six 5-inch Conduits, Concrete Encased Ductbank	L.F.	740	\$ _____	\$ _____
185	Eight 5-inch Conduits, Concrete Encased Ductbank	L.F.	2,570	\$ _____	\$ _____
186	Six 3-inch Conduits, Concrete Encased Ductbank	L.F.	440	\$ _____	\$ _____
187	Nine 3-inch Conduits, Concrete Encased Ductbank	L.F.	2,670	\$ _____	\$ _____
188	Twelve 3-inch Conduits, Concrete Encased Ductbank	L.F.	240	\$ _____	\$ _____
189	Three 4-inch Conduits, Concrete Encased Ductbank	L.F.	1,040	\$ _____	\$ _____
190	Six 4-inch Conduits, Concrete Encased Ductbank	L.F.	840	\$ _____	\$ _____
191	Nine 4-inch Conduits, Concrete Encased Ductbank	L.F.	2,435	\$ _____	\$ _____
192	Concrete Pad at Levee Pump Station #7	Each	3	\$ _____	\$ _____
193	Rewire Levee Pump Station	Each	3	\$ _____	\$ _____

TOTAL OF BID ITEMS 1 THRU 193 INCLUSIVE: _____

_____ (\$ _____)
 (Use Words) (Figures)

Proposal - continued

The undersigned hereby declares that he has visited the site and has carefully examined the Contract Documents related to the work covered by the above bid.

The Undersigned understands that the City of Tempe reserves the right to award a contract to the lowest and/or best responsible bidder, to reject all bids, and to waive any informalities in any bid deemed to be in the best interests of the City.

Performance shall not start until after receiving the Notice to Proceed, and the Project will be completed within two hundred seventy (270) consecutive calendar days after receiving the Notice to Proceed.

The Undersigned hereby acknowledges receipt of the following Addenda:

_____ and his bid has been adjusted to reflect any changes.

Respectfully submitted,

(Name) (Signature)

(Title)

Contractor's License No.

Federal I.D. No./Social Security No.

(Corporate Seal)

(Company Name)

Certified to be a true and exact copy

Address: _____

Karen M. Fillmore, Records Specialist

Phone: _____

Fax: _____

CITY OF TEMPE, ARIZONA
PIER AT TOWN LAKE
IMPROVEMENT DISTRICT NO.180
CONSTRUCTION CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____, 2007, by and between _____ (the "Contractor"), and _____, Superintendent of Streets by and on behalf of the City of Tempe (the "Superintendent of Streets"), acting under the provisions of Arizona Revised Statutes §§ 48-571 through 48-619, inclusive, and all amendments and supplements thereto.

WITNESSETH THAT WHEREAS, the Contractor, as will appear by reference to the minutes of the proceedings of the Mayor and Council of the City, was duly awarded the work for the improvement to be constructed in accordance with Resolution No. 2007.78 (the "Resolution of Intention") of the City of Tempe, Arizona.

NOW, THEREFORE, the parties agree as follows: Contractor, with the intent to be bound by and in accordance with the terms of the proposal, the Resolution of Intention, Specifications and Contract Documents, Addendum, Plans and Specifications, Performance Bond, Payment Bond and Certificate of Insurance and Change Orders, if any (collectively, the "Contract Documents"), which by this reference are incorporated into and made a part of this contract, for the consideration hereinafter mentioned, promises and agrees that it will do and perform or cause to be done and performed, in good and workmanlike manner, under the direction and to the satisfaction of the City Engineer and the Superintendent of Streets, all the work described in the Contract Documents including the Add Alternates awarded as part of the contract.

The Contractor further agrees that it will do or perform the said work according to the Contract Documents, and that it will, at its own cost and expense, furnish all the necessary materials and labor for said work and that the materials used therein shall comply with the said specifications to the satisfaction of the City Engineer and the Superintendent of Streets; and that it will, within the time hereinafter fixed, turn said work over to the Superintendent of Streets, complete and ready for use free and discharged of all claims and demands whatsoever, for or on account of all labor and materials used or furnished to be used in said improvement.

The Contractor agrees to perform the work fully and in all things execute and complete this contract within the time set forth above, and should the Contractor fail to complete the work within the time agreed upon, the Contractor agrees to pay and will pay to the City, for each and every day of such delay beyond the time of completion of all the work as set forth above, a sum per day equal to the daily interest charge accruing on the total principal amount of the improvement bonds sold to the costs of the work, which sum is hereby, in view of the difficulty of estimating such damages, agreed upon as the liquidated damages that the City will suffer by such delay and not by way of forfeiture or penalty. The Contractor shall be responsible under this contract for delays caused by subcontractors, materialmen or suppliers.

The Superintendent of Streets, in his official capacity as such Superintendent of Streets and not individually, hereby fixes the time for commencement of said work no later than ten (10) calendar days after the date the City has received payment for the City of Tempe Pier at Town

Lake Improvement District No. 180 Improvement Bonds, as evidenced by a statement to such effect being delivered to the Superintendent of Streets, and for its completion to be within 270 consecutive calendar days from such date.

IT IS EXPRESSLY UNDERSTOOD AND AGREED by the parties to this agreement, that in no case (except where it is otherwise provided for in Arizona Revised Statutes, §§ 48-571 to 48-619 inclusive) will the City or any officer thereof, be liable for any portion of the expenses of the work aforesaid, nor for any delinquency by persons owning property assessed, nor for the failure of the City to sell its improvement bonds to finance this contract.

The consideration for the Contractor's promises and agreements herein set forth shall be as follows:

Upon the sale of the bonds, the proceeds therefrom, together with the proceeds from any cash collections, shall be deposited in a special fund to be held by the Finance Services Manager and to be used for payment of incidental expenses and payments to the Contractor. From such proceeds, the City shall make monthly payments to the Contractor upon a basis of ninety percent (90%) of the value of the work actually performed as estimated by the City Engineer to and including the last day of the preceding calendar month. The balance due the Contractor shall be paid after the governing body has approved the assessment after the hearing thereon. Pending use of the bond proceeds, the Finance Director may invest the proceeds in any investments for which sinking funds of this state may be invested.

The contractor shall abide by all of the laws of the State of Arizona and resolutions and ordinances of the City while performing this contract.

This contract shall become effective and binding only upon the sale of the City's Improvement District Bonds (the "Bonds") in an amount sufficient, when added to cash payments, to finance the payments due the Contractor and pay incidental expenses and the obtaining by the City by title, easement or immediate possession all land required for completion of the Work. The City reserves the right to rescind this contract or modify the contract by reducing the scope of some or all of the work without liability of any kind if it is unable to provide funding or to acquire the necessary land rights-of-way. If rescission occurs, neither party shall be liable to the other for any amount whatsoever. In the event the Mayor and Council uphold an objection to the award of construction contract which requires either abandonment of the project or rescission of the award of contract, this contract shall be deemed fully and completely rescinded and neither party shall be liable to the other for any amount whatsoever due to such rescission.

If the City has not received the proceeds of the Bonds within 120 days from the date hereof, this contract may be rescinded by written notice executed by the Contractor and delivered to the Superintendent of Streets of the City, with no liability for monetary damages being chargeable against either party, such rescission to become effective no earlier than the date such notice is delivered to the Superintendent of Streets.

If, because of pending or threatened litigation concerning any one or more parcels subject to assessment which will secure payment of bonds either issued or to be issued to finance this contract, and the City and the winning bidder receive a written opinion of Gust Rosenfeld P.L.C.,

Bond Counsel to the City, stating that bonds cannot be issued against such parcel or parcels, the City, without liability of any kind, may then cause this construction contract to be modified to exclude herefrom some or all of the Work which will benefit the parcel or parcels in question. The filing of a certificate and request that no bonds be issued against any parcel pursuant to § 48-597, Arizona Revised Statutes, may be deemed by the City to be threatened litigation.

Pursuant to A.R.S. § 38-511, the City of Goodyear may cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiation, securing, drafting or creating the contract on behalf of the City of Tempe is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. In the event of the foregoing, the City of Goodyear may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiation, securing, drafting or creating this contract on behalf of the City of Tempe from any other party to the contract, arising as a result of this contract.

The Contractor, with regard to the work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, § 504 of the Rehabilitation Act of 1973, § 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975 and Executive Order 11246, as amended.

The Contractor hereby agrees to indemnify and hold harmless the City, its departments and divisions, its employees and agents, from any and all claims, liabilities, expenses or lawsuits as a result of the undersigned's participation as set forth herein, whether said claims, liabilities, expenses or lawsuits arise by the acts or omissions of the Contractor or his/her agents or employees, or whether by the acts or omissions of the Contractor's subcontractors, agents or employees.

It is expressly agreed and understood by and between the parties that the Contractor is being retained by the City as an independent contractor, and as such the Contractor shall not become a City employee, and is not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled other than that compensation as set forth above. As an independent contractor, the Contractor further acknowledges that he is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, the Contractor further agrees that he will conduct himself in a manner consistent with such status, and that he will neither hold himself out nor claim to be an officer or employee of the City by reason thereof, and that he will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

Prior to final payment to the Contractor, the City shall deduct therefrom any and all unpaid privilege, license and other taxes, fees and any and all other unpaid monies due the City from the

Contractor, and shall apply those monies to the appropriate account. The Contractor shall provide to the City any information necessary to determine the total amount(s) due.

For each and every day the Work contemplated by the construction contract remains uncompleted beyond the time set for its completion, or as the time for completion of the Work may be extended by the City Engineer with the consent of the mayor and common council of the City, the Contractor shall pay to the City an amount per calendar day equal to the per diem interest cost on the hereinabove described improvement bonds from the date scheduled for completion of the Work to the date of actual completion of the Work plus an amount equal to all direct "out-of-pocket expenses" (but not consequential expenses) incurred by the City as a result of the Contractor's failure to complete the Work by the time set for its completion as liquidated damages and not as a forfeit or penalty. **Direct expenses are defined as expenses required to enforce performance of the contract and collection under the bond.** This sum may be deducted from monies due or to become due to the Contractor as compensation under the construction contract.

Contract - continued

IN WITNESS WHEREOF, this Contract has been duly executed by the parties hereinabove named, on the date and year first herein written.

CITY OF TEMPE
a Municipal Corporation

Name

Title

Recommended by:

Deputy PW Manager/City Engineer

(Corporate Seal)

ATTEST:

Authorized Officer

Official Title

APPROVED AS TO FORM:

City Attorney

The contractor warrants that the person who is signing this Agreement on behalf of the contractor is authorized to do so and to execute all other documents necessary to carry out the terms of this Agreement.

CONTRACTOR:

Party of the Second Part

Name

Title

City of Tempe Transaction Privilege
License (Sales Tax) Permit No.

(Corporate Seal)

Certified to be a true and exact copy

Karen M. Fillmore, Records Specialist

Witness: If Contractor is an Individual

STATUTORY PERFORMANCE BOND PURSUANT TO TITLE 34,
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal), as Principal and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____, (hereinafter called the Surety), are held and firmly bound unto _____ (hereinafter called the Obligee) in the amount of _____ Dollars (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 2007, to complete Project No. 5103011 which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, to the extent as if it were copied at length herein.

The prevailing party or any party which recovers judgment on this bond shall be entitled to such reasonable attorney's fees as may be fixed by the Court or a judge thereof.

Witness our hands this ____ day of _____, 2007.

PRINCIPAL SEAL

BY: _____

**

SURETY SEAL

BY: _____

AGENCY ADDRESS

Surety hereby acknowledges they are licensed to do business in the State of Arizona

STATUTORY PAYMENT BOND PURSUANT TO TITLE 34,
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal), as Principal and
_____, a corporation organized and existing under the laws of the State of
_____, with its principal office in the City of _____, (hereinafter called the Surety), as
held and firmly bound unto _____ (hereinafter called the Obligee) in the
amount of _____ Dollars (\$ _____), for the payment whereof, the
said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and
assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the
____ day of _____, 2007, to complete Project No. 5103011 which contract is hereby referred to
and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said
Principal shall promptly pay all moneys due to all persons supplying labor of materials to him or his
subcontractors in the prosecution of the work provided for in said contract, then this obligation shall be
void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond having been required of the said Principal in order to
comply with the provision of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, all rights
and remedies on this bond shall inure solely to such persons and shall be determined in accordance with
the provisions, conditions and limitations of said Title, Chapter and Article, to the same extent as if it
were copied at length herein.

The prevailing party or any party which recovers judgment on this bond shall be entitled to such
reasonable attorney's fees as may be fixed by the Court or a judge thereof.

Witness our hands this _____ day of _____, 2007.

PRINCIPAL SEAL

BY: _____

**

SURETY SEAL

BY: _____

AGENCY ADDRESS

Surety hereby acknowledges they are licensed to do business in the State of Arizona

LEGAL OPINION

GUST ROSENFELD P.L.C.
201 E. Washington Street, Suite 800
Phoenix, AZ 85004-2327

To: (Winning Bidder)

Re: City of Tempe, Pier at Town Lake
Improvement District No. 180

Gentlemen:

At the request of the City of Tempe, Arizona, we have examined the proceedings to and including execution of the contract relative to the construction and improvement of portions of streets and drainage channels in the vicinity of the Pier at Town Lake Project by the construction and installation of grading, base course, pavement, water facilities, sewer improvements and drainage facilities, together with all appurtenances, all as described in the definition of Work and as shown on the Plans, Specifications and Estimate, which improvement were initiated under Resolution of Intention of the City of Tempe, Arizona.

From our examination of the proceedings to and including execution of the construction contract, we are of the opinion that they are in legal form.

This letter does not obligate this firm to issue a final approving opinion on the bonds or an opinion on the tax treatment of interest on the bonds when and if issued.

Very truly yours,

GUST ROSENFELD P.L.C.

CITY OF TEMPE
TEMPE, ARIZONA
DEPARTMENT OF PUBLIC WORKS

CONTRACTOR'S AFFIDAVIT
REGARDING
SETTLEMENT OF CLAIMS

_____, Arizona

Date _____

PIER AT TOWN LAKE
IMPROVEMENT DISTRICT NO. 180
PROJECT NO. 5103011

To the City of Tempe, Arizona

Gentlemen:

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by subcontractor or claimant in person, have been duly discharged or will be discharged after receipt of the final payment from the City of Tempe for the above project.

The undersigned, for the consideration of \$ _____, as set out in the final pay estimate, as full and complete payment under the terms of the contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described project against the City of Tempe. The undersigned further agrees to defend, indemnify and save harmless the City of Tempe against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performances, materials, and/or equipment furnished for the performance of said installation.

Signed and dated at _____, this _____ day of _____, 2007.

Contractor

By: _____

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was subscribed and sworn to me before this _____ day of _____, 2007.

Notary Public

My Commission Expires

CITY OF TEMPE
TEMPE, ARIZONA
DEPARTMENT OF PUBLIC WORKS

AFFIDAVIT OF GENERAL CONTRACTOR / PRIME CONSULTANT
REGARDING
HEALTH INSURANCE

_____, Arizona

Date _____

**PIER AT TOWN LAKE
IMPROVEMENT DISTRICT NO. 180
PROJECT NO. 5103011**

I hereby certify that _____ (name of company) currently has, and all of its major subcontractors/subconsultants, defined as doing work in excess of \$30,000.00, will have, during the course of this contract, health insurance for all employees working on this project and will offer health insurance coverage to eligible dependents of such employees, as defined in the accompanying Guidelines. The company's health insurance is as follows:

Name of Insurance Company: _____

Type of Insurance (PPO, HMO, POS, INDEMNITY): _____

Policy No.: _____

Policy Effective Date (MM/DD/YY): _____

Policy Expiration Date (MM/DD/YY): _____

Signed and dated at _____, this _____ day of _____, 2007.

General Contractor/Prime Consultant

By: _____

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2007.

Notary Public

My commission expires:

City of Tempe

Guidelines for Implementation of Health Insurance

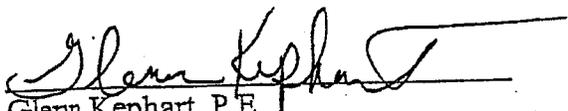
These Guidelines are provided for purposes of implementing Resolution No. 2000.73, which requires all employees of prime consultants, general contractors and major subconsultants and subcontractors to have health insurance and to offer health insurance to their eligible dependants, as determined at the start of each project. Questions regarding these guidelines should be directed to the City of Tempe Engineering Division at (480) 350-8200.

1. All Prime Consultants who enter into a Public Works contract or General Contractors who bid on Public Works projects that are advertised for bid and enter into a contract in excess of \$30,000 with the City of Tempe after January 1, 2001, are required to sign an affidavit in the form attached hereto. The prime consultant or general contractor shall require that all major subconsultants or subcontractors, defined as entities doing work in excess of \$30,000, comply with the health insurance requirements. In signing the affidavit, prime consultants and general contractors may refer to and rely upon these Guidelines for interpretation.
2. Health insurance is required for permanent employees who work for the consultant/contractor more than one hundred and twenty (120) days in any calendar year. A "work day" consists of any time within a twenty-four hour period, regardless of number of hours that the individual is paid. This requirement excludes students working part-time who are enrolled in a recognized educational institution. Many companies have a grace period or a qualifying period prior to commencement of insurance coverage, which is acceptable so long as the employee coverage begins by the 120th day of contract signing. Temporary employees will be covered to the same extent as the City of Tempe covers temporary employees as determined at the start of each project.
3. If a contractor is a "Union" shop and withholds union dues from employees for health insurance coverage that is also offered to their eligible dependents and meets all City requirements, the Contractor may so note on the required affidavit.
4. The health insurance requirements herein apply to all employees that are directly involved with the City of Tempe project including support and administrative personnel.
5. Health insurance coverage must be maintained during the entire time of the contract, including any warranty periods, with the City.
6. All complaints concerning violations of the health insurance requirements shall be filed by an employee, in writing, with the Public Works Department, within thirty (30) days from discovery of the violation. An administrative hearing will be held before the Public Works Manager, and a written decision of findings will be provided to the parties to the hearing within ten (10) days thereafter. Appeal from the decision

of the Public Works Manager may be made within ten (10) days of the date of the decision by filing a notice of appeal in writing with the Public Works Department. If an appeal is timely filed, an administrative hearing will be held before an administrative hearing officer appointed by the City Manager. The decision of the administrative hearing officer shall be final.

7. In the event of a finding by the City of a violation of the insurance provisions, the company in violation of the provision shall be barred from bidding on, or entering into, any public works contract with the City for a minimum period of three (3) years.
8. All consultants and contractors subject to the health insurance requirements shall post, in English and Spanish, notice of the health insurance requirements at their office and at the job site. Signs for posting will be provided by the City.

These "Guidelines for Implementation of Health Insurance", issued and dated this 21st day of August, 2002, hereby amend all guidelines previously issued.


Glenn Kephart, P.E.
Public Works Manager

RESOLUTION NO. 2007.78

RESOLUTION OF THE COUNCIL OF THE CITY OF TEMPE, ARIZONA, ACCEPTING PRELIMINARY PLANS AND AN ENGINEER'S ESTIMATE OF THE COSTS AND EXPENSES OF A PUBLIC STREET IMPROVEMENT, DECLARING ITS INTENTION TO IMPROVE AND ADOPTING SUCH ENGINEER'S ESTIMATE FOR THE IMPROVEMENT OF CERTAIN STREETS AND RIGHTS-OF-WAY WITHIN THE CORPORATE LIMITS OF THE CITY OF TEMPE; DESIGNATING SUCH IMPROVEMENT AS PIER AT TOWN LAKES IMPROVEMENT DISTRICT; DETERMINING THAT IMPROVEMENT BONDS WILL BE ISSUED TO REPRESENT THE COSTS AND EXPENSES THEREOF AND DECLARING THE WORK OR IMPROVEMENT TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT AND THAT THE COSTS OF SAID WORK OR IMPROVEMENT WILL BE ASSESSED UPON A CERTAIN DISTRICT; APPROVING THE ASSESSMENT DIAGRAM; APPROVING A DEVELOPMENT AND WAIVER AGREEMENT; PROVIDING THAT THE PROPOSED WORK OR IMPROVEMENT WILL BE PERFORMED UNDER THE PROVISIONS OF TITLE 48, CHAPTER 4, ARTICLE 2, ARIZONA REVISED STATUTES, AND ALL AMENDMENTS THERETO.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TEMPE, ARIZONA, that:

Section 1. Definitions. In this Resolution, the following terms shall have the following meanings:

"Assessment Diagrams" shall mean those duplicate diagrams of the property contained within the Assessment District as have been filed with the Clerk and are hereby approved by the Mayor and Council.

"Assessment District" shall mean the lots, pieces or parcels of land lying within the boundaries described in Exhibit A attached hereto. For a more particular description, reference is hereby made to the Assessment District Map.

"Assessment District Map" shall mean the map delineating the Assessment District in the form attached hereto as Exhibit B.

"Bond Counsel" shall mean Gust Rosenfeld P.L.C., Attorneys at Law, Phoenix, Arizona, and any successor bond counsel hereafter appointed by this Council.

"City" shall mean the City of Tempe, Arizona.

"Clerk" shall mean the Clerk of the City of Tempe.

"District" shall mean the City of Tempe, Arizona, Pier at Town Lakes Improvement District.

"District Engineer" shall mean the firm of engineers hereafter designated as the District Engineer or, if none, the City Engineer, and any successors thereto.

"Estimate" shall mean the estimate of costs and expenses of the Work filed with the Clerk prior to the adoption of this Resolution of Intention, showing the estimated cost of construction and acquisition of the Work to be \$25,150,019, an estimated developer participation of \$288,480, the estimated costs of incidental expenses other than capitalized interest to be \$7,140,832, and the estimated amount of capitalized interest to be \$3,555,819 for a total estimated cost of \$35,558,190.

"Governing Body" shall mean the Mayor and Council of the City.

"Incidental Expenses" shall mean the reasonable charges of the City, costs of engineering, printing, advertising, posting, the expenses of making the assessment, appraiser's fees, all legal and financial fees, expenses and costs incurred in drafting the proceedings and the sale of bonds and all interest to be paid on the bonds for the period of construction and up to six months beyond.

"Plans and Specifications" shall mean those construction plans and specifications as may hereafter be prepared for the construction of the Work.

"Preliminary Plans" shall mean the plans showing the location and the type and character of the Work filed with the Clerk prior to the adoption of this Resolution.

"Streets or Streets to be Improved" shall mean the length and width of the streets set forth on Exhibit C attached hereto.

"Superintendent of Streets" shall mean Glenn Kephart, Director of Public Works of the City of Tempe, Arizona, and any successor holding such office.

"Work" shall mean the proposed improvements to be acquired and constructed, through any combination of one or more contracts, including the acquisition of existing contracts, as set forth on Exhibit D hereto, together with all appurtenances and adjuncts necessary.

Section 2. Declaration of Intention to Order the Improvement. The public interest and convenience require and it is the intention of the Governing Body to order the Work to be performed as stated herein pursuant to A.R.S. Title 48 Chapter 4, Article 2. All items of the Work shall be performed as prescribed by the Plans and Specifications, which shall be consistent with the Preliminary Plans and Specifications, and no assessment for any lot shall exceed its proportion of the Estimate. For purposes of this Resolution and of all resolutions, ordinances and notices pertaining to this Resolution, the improvement of the streets as herein described is hereby designated City of Tempe, Arizona, Pier at Town Lakes Improvement District.

Section 3. Determination of Need. In the opinion of the Governing Body, the Work is of more than local or ordinary public benefit, and the Governing Body hereby orders that all amounts due or to become due with respect thereto shall be chargeable upon the respective lots, pieces and parcels of land within the Assessment District.

Section 4. Exclusion of Certain Property. Any public street or alley within the boundaries of the Assessment District is hereby omitted from the Assessment District. Any lot, the legal owner of which on this date is the United States, the state, a county, city, school district or any political subdivision or institution of the state or county, which is included within the Assessment District shall be omitted from the assessment hereafter made except as otherwise agreed between the City and the owner. Property which is held by the City at the time of the levy of the assessment will be thereafter subject to assessment if and when transferred by the City to a private party.

Section 5. Determination and Notice of Necessity to Issue Bonds. The Governing Body finds that the public convenience requires that bonds shall be issued to represent the costs and expenses of the Work to be assessed upon the District and determines that bonds shall be issued in the name of the City payable, however, solely and only out of a special fund collectible from special assessments levied and assessed upon the lots, pieces and parcels of land within the Assessment District in not to exceed twenty (20) annual principal installments from the assessments of \$25.00 or over remaining unpaid as of the end of the cash collection period.

The Bonds shall mature on the first day of January in the years and in amounts to be set by the Governing Body prior to their issuance. Principal installments of the Assessment shall be due on the first day of December immediately preceding the maturity date of any Bonds, installments of interest shall be due on the first day of June and December.

Said Bonds shall bear interest at the rate of not to exceed twelve percent (12%) per annum, payable on the first day of January and July of each year.

The Bonds may be issued in more than one series and each series may differ in how interest on such series is treated for federal income tax purposes and may have a different interest rate.

The Bonds may be issued after commencement of the Work. The Mayor and Council hereby declare under Treasury Regulation Section 1.150-2 the official intent of the City to reimburse capital expenditures for the Work with the proceeds of tax-exempt bonds. The maximum principal amount of obligations expected to be issued for the Work is the total of \$32,000,000, plus capitalized interest. This declaration as of its date is consistent with the budgetary and financial circumstances of the City and the City reasonably expects to reimburse the expenditures described herein with proceeds of tax-exempt bonds.

Section 6. Establishment of Grade. The grades and elevations for the streets are hereby officially established to correspond with the grades and elevations to be shown on the Plans and Specifications.

Section 7. Statutory Authority. The Work and all proceedings pertaining thereto shall be performed under the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, and all amendments thereto.

Section 8. City Participation. In addition to any obligations of the City under the Development and Waiver Agreement, the City may but is not obligated to contribute funds if necessary to complete the Work or lawfully assess the costs thereof.

Section 9. Development and Waiver Agreement; Waivers. The Development and Waiver Agreement dated September 20, 2007 (the "Waiver"), between the owner of all of the property within the District and the City, in its capacity as the City and as a lien holder in the property, is hereby approved and the Mayor and Clerk are authorized and directed to execute the Waiver in substantially the form presented to this Council with such changes, insertions and deletions as may be approved by the officers signing the agreement, such signatures to be conclusive evidence of such approval.

The Property Owner Representative, as defined in the Waiver, has approved in writing the Preliminary Plans, fully itemized engineer's estimate of all costs, and the description of land to be acquired, and the Property Owner Representative has been notified in advance, either in writing or in person, of the date and time of the consideration and adoption of this resolution and the resolution ordering the work.

Section 10. Right to Reduce Scope of Work. If, because of pending or threatened litigation concerning any one or more parcels subject to assessment, the City receives a written opinion of Bond Counsel stating that bonds cannot be issued against such parcel or parcels or if the City is unable to obtain any right-of-way necessary for the construction of the Work, the City may then cause the construction contract to be cancelled or modified to exclude from the applicable contract some or all of the Work which will benefit the parcel or parcels in question, or which was located in the right-of-way which was not obtained. The filing of a certificate and request that no bonds be issued against any parcel pursuant to § 48-597, Arizona Revised Statutes, may be deemed to be threatened litigation.

Section 11. Preparation of Assessment Diagrams. Duplicate diagrams of the property contained within the Assessment District to be assessed to pay the costs and expenses of the construction of the Work, will be prepared by the Superintendent of Streets under A.R.S. § 48-589 and amendments thereto, and certified by him and presented to this Council for approval. The fact and date of such approval shall be certified upon said diagrams by the Clerk and thereupon said diagrams shall be delivered to the Superintendent of Streets as required by law.

Section 12. Approval of Estimate. The Engineer's Estimate of costs submitted by the District Engineer are hereby adopted and approved as the official estimate for the Work.

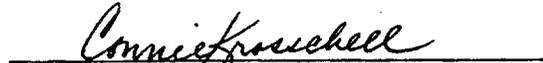
Section 13. Notice, Proceedings and Work. The Work shall be done and all proceedings therefor shall be taken. This Resolution shall be filed with the Clerk and made a part of the records of the Governing Body.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Tempe, Arizona, on September 20, 2007.



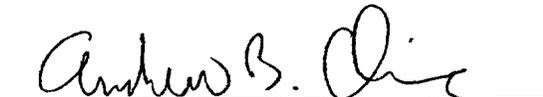
Mayor

ATTEST:



Deputy City Clerk

APPROVED AS TO FORM:



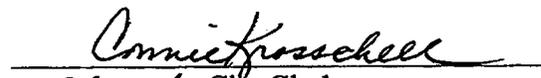
City Attorney

Attachments: Exhibit A - Description of District
Exhibit B - Map of District
Exhibit C - Streets to be Improved
Exhibit D - Description of Work

CERTIFICATION

 I, ~~Jan Hort~~, the duly appointed and ^{Deputy} acting City Clerk of the City of Tempe, Arizona, do hereby certify that the above and foregoing Resolution No. 2007.78 was duly passed by the City Council of the City of Tempe, Arizona, at a regular meeting held on September 20, 2007, and the vote was 7 aye's and 0 nay's and that the Mayor and 6 Council Members were present thereat.

DATED: Sept. 20, 2007



Deputy City Clerk

EXHIBIT A

**CITY OF TEMPE
PIER AT TOWN LAKE
IMPROVEMENT DISTRICT NO. 180**

DESCRIPTION OF DISTRICT

ASSESSMENT DISTRICT BOUNDARY

A portion of the north half of Section 14, Township 1 North, Range 4 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona further described as follows:

Commencing at the west quarter corner of said Section 14, T1N, R4E, G&SRB&M;

Thence easterly along the east-west midsection line of said Section 14 bearing South 89 degrees 21 minutes 07 seconds East a distance of 1,290.10 feet to a point on the monument line of Rio Salado Parkway;

Thence North 00 degrees 38 minutes 53 seconds East a distance of 40.07 feet to a point on the North right-of-way line of said Rio Salado Parkway, said point also being the True Point of Beginning;

Thence North 00 degrees 21 minutes 08 seconds West a distance of 312.96 feet to a point on the South property line of the Tempe Town Lake;

Thence easterly along the said South property line of said Tempe Town Lake bearing North 78 degrees 29 minutes 53 seconds East a distance of 44.86 feet;

Thence continuing along the said South property line of said Tempe Town Lake bearing North 75 degrees 02 minutes 23 seconds East a distance of 287.22 feet;

Thence continuing along the said South property line of said Tempe Town Lake bearing North 71 degrees 18 minutes 17 seconds East a distance of 285.96 feet;

Thence continuing along the said South property line of said Tempe Town Lake bearing North 67 degrees 53 minutes 31 seconds East a distance of 371.01 feet;

Thence continuing along the said South property line of said Tempe Town Lake bearing North 64 degrees 16 minutes 23 seconds East a distance of 371.51 feet;

Thence continuing along the said South property line of said Tempe Town Lake bearing North 66 degrees 35 minutes 03 seconds East a distance of 294.16 feet;

Thence continuing along the said South property line of said Tempe Town Lake bearing North 70 degrees 59 minutes 42 seconds East a distance of 281.30 feet;

Thence continuing along the said South property line of said Tempe Town Lake bearing North 75 degrees 12 minutes 35 seconds East a distance of 289.57 feet;

Thence continuing along the said South property line of said Tempe Town Lake bearing North 75 degrees 01 minutes 07 seconds East a distance of 92.07 feet;

Thence along a line bearing South 42 degrees 30 minutes 50 seconds East a distance of 15.65 feet;

Thence along a tangent curve concave to the Northeast having a radius of 24 feet a distance of 34.65 feet to a point on a tangent line;

Thence along a line bearing North 35 degrees 13 minutes 37 seconds West to a point on a tangent curve;

Thence along said tangent curve concave to the Southwest having a radius of 38.63 feet a distance of 116.44 feet to a point on a non tangent line;

Thence along a line bearing South 42 degrees 30 minutes 50 seconds East a distance of 3.64 feet to a point lying on the Northwest property line of Karsten Golf Course;

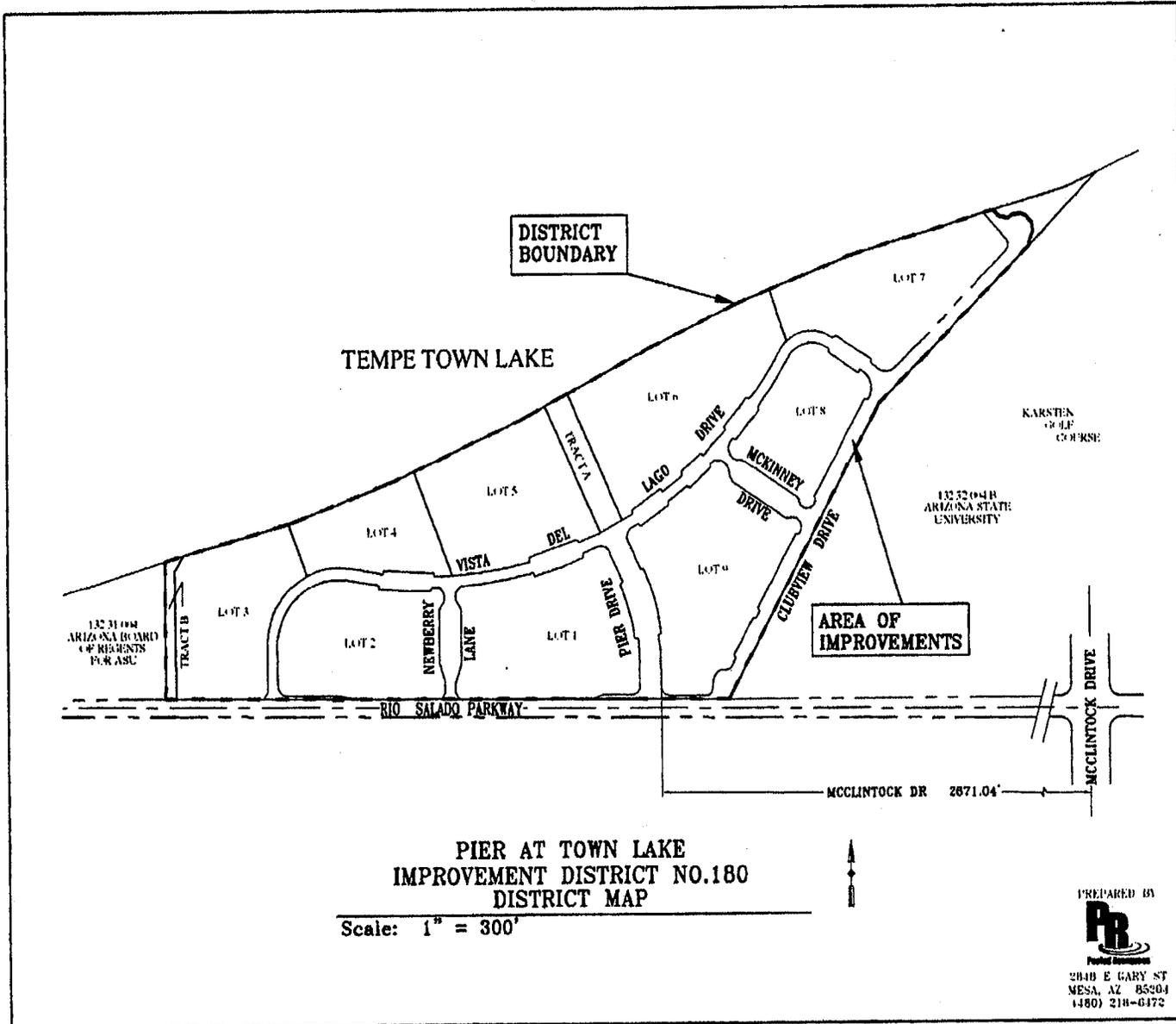
Thence along a line bearing South 47 degrees 29 minutes 10 seconds West said line also being the Northwest property line of said Karsten Golf Course a distance of 560.21 feet;

Thence along a line bearing South 31 degrees 07 minutes 18 seconds West said line also being the Northwest property line of said Karsten Golf Course a distance of 783.58 feet to a point lying on the North right-of-way line of said Rio Salado Parkway;

Thence westerly along the said Northerly right-of-way line of said Rio Salado Parkway said line bearing North 89 degrees 21 minutes 07 seconds West a distance of 174.69 feet;

Thence continuing westerly along the said Northerly right-of-way line of said Rio Salado Parkway said line bearing North 89 degrees 20 minutes 56 seconds West a distance of 1,290.60 feet to the True Point of Beginning;

Excepting there from any portion of land dedicated as public rights-of-ways.



PIER AT TOWN LAKE
 IMPROVEMENT DISTRICT NO.180
 DISTRICT MAP

Scale: 1" = 300'

PREPARED BY
PR
 Planning Resources
 2040 E GARY ST
 MESA, AZ 85204
 (480) 218-6172

Map of District

EXHIBIT B

EXHIBIT C

**CITY OF TEMPE
PIER AT TOWN LAKE
IMPROVEMENT DISTRICT NO. 180**

STREETS TO BE IMPROVED

The streets to be improved within the Pier at Town Lake Improvement District No. 180 are as listed as follows:

1. Rio Salado Parkway from Clubview Drive to a point approximately 250 feet west of Vista Del Lago Drive
2. Vista Del Lago Drive from Rio Salado Parkway to Clubview Drive
3. Newberry Lane from Rio Salado Parkway to Vista Del Lago Drive
4. Pier Drive from Rio Salado Drive to Vista Del Lago Drive
5. McKinney Drive from Vista Del Lago Drive to Clubview Drive
6. Clubview Drive from Rio Salado Parkway to Vista Del Lago Drive

EXHIBIT D

**CITY OF TEMPE
PIER AT TOWN LAKE
IMPROVEMENT DISTRICT NO. 180**

DESCRIPTION OF PROPOSED IMPROVEMENTS

The work for the Improvement District will include the furnishing of all labor, materials, transportation, services and equipment necessary to construct water mains, sewer lines, concrete pavement, concrete curbs, gutters, driveways, sidewalks, sidewalk ramps, valley gutters and aprons, median curbs, median surfacing, bus bays, storm drains, catch basins, underground utility facilities, landscaping and irrigation improvements, signing and striping improvements, street lighting, traffic signals, and relocation of levee pump stations together with all necessary adjuncts and appurtenances.