



Town of Fountain Hills
16705 East Avenue of the Fountains
Fountain Hills, Arizona 85268
Phone: 480-816-5100
Fax: 480-837-3145
www.fh.az.gov

**REQUEST FOR QUOTATION
FOR
PURCHASE AND INSTALLATION OF ENGINEERED WOOD FIBER AT FOUNTAIN PARK**

2016-259

All quotes due by May 23, 2016, 3:00 P.M., Local Time, Phoenix, Arizona.

The Town of Fountain Hills (the "Town") is seeking a licensed and qualified Vendor to provide all material and labor required as described below on a one-time basis for a period of one year.

Section I – Project Information

Vendor will provide and install 100 cubic yards of IPEMA certified and ADA compliant engineered wood fiber under the playgrounds at Fountain Park as instructed by the Town representative.

Section II – Instructions and Conditions

1. Quantities as described in Section I above are estimates only, based upon available information. The Town reserves the right to adjust the quantities as necessary to meet its needs.
2. Vendors must state the manufacturer of each product quoted on in conformity with the specifications.
3. All quotations must contain the quoting firm's name and be signed by an authorized agent, officer or employee.
4. Award will be made to the Vendor whose quotation is the most advantageous to the Town.
5. Please attach your Quotation behind the Exhibit A cover sheet and submit this document to the address above.

If you need additional information or have questions please contact Kevin Snipes by email KSnipes@fh.az.gov.

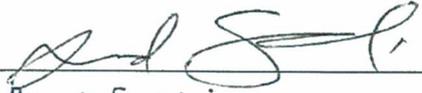
Section III – Pricing

The Quotation shall be attached hereto as Exhibit A and shall contain pricing. **Note:** Prices offered shall include applicable state and local taxes.

Section IV – Execution and Submission

By executing this document and submitting a quotation to the Town of Fountain Hills, the authorized agent agrees (i) he/she has read the Town's Standard Terms and Conditions, dated December 3, 2014, as set forth on the Town of Fountain Hills website (<http://www.fh.az.gov/164/PO-Terms-Conditions>), which are incorporated into and become a part of the company's quotation offer as if set forth fully herein and (ii) the company shall be bound by the Standard Terms and Conditions, dated December 3, 2014. By signing below the company is

offering to provide the services set forth in Exhibit A and upon written acceptance of the company's offer by the Town, it will have entered into a binding agreement. The offer shall be considered held open for 60 days from the quotes due date set forth above.

Signature: X  Date: 5-24-16
Printed Name: Brad Enslin Title: VP/CFO
Company Name: Dave Bang Associates, Inc
Address: PO Box 8760
City: Mesa State: AZ Zip: 85214
Email Address: john@davebang.com Telephone No. 480-892-2266

Quotations for \$30,000 or greater will not be authorized and will require a formal procurement process.

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For Town of Fountain Hills Use Only)

The Vendor Offer is hereby accepted. The Vendor shall not commence any billable work or provide any materials or service under this Contract prior to the date this Contract is executed.

Town of Fountain Hills, an Arizona municipal corporation

 Date: 5/25/2016
Grady E. Miller, Town Manager

Town Attorney Approval: 9523250

EXHIBIT A
TO
REQUEST FOR QUOTATION
FOR
PURCHASE AND INSTALLATION OF
ENGINEERED WOOD FIBER AT FOUNTAIN PARK

[Vendor's Quotation]

dave bang assoc., inc.

**** Since 1979 ****

Quotation

AZ 101126R

P.O. Box 8760, Mesa, Arizona 85214
(480) 892-2266 (800) 456-7903 FAX (480) 833-1311

To **Town of Fountain Hills**
Attn: **Kevin Snipes**
16705 E. Avenue of the Fountains
Fountain Hills, AZ 85268
"Fountain Park"
Option #2

Quotation Date April 29, 2016	Salesperson Stephen Ross
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Terms
Net 30

Quantity	Description	Unit Price	Total Extended
3-5 Weeks	Shipped Via Truck	F.O.B. Fountain Hills	
100 cu yds	Zeager Bros. Inc. #WF-ZWC, WoodCarpet, Engineered Wood Fiber, IPEMA Certified and ADA Compliant when maintained and compacted	16.00	1,600.00
	Shipping Installation		730.00
	TOTAL DELIVERED AND INSTALLED		<u>2,180.00</u>
			4,510.00
<p>*M.R.R.A. Project, this price includes any tax that was paid at the Point of Purchase. *Wood Fiber will be delivered to installers yard and pre-load in their truck for blowing in installation with a 300' hose *Owner is responsible for all landscape repairs such as, but not limited to damaged trees, bushes, lawn, curbing, sidewalks and / or asphalt paving caused by materials truck and / or 2-ton bobcat needed to complete project *Installation does NOT include repair or relocating any underground utilities including, but not limited to, water, gas, electrical, phone, or sewer. Costs associated with utility delays will be the responsibility of the customer *Prevailing Wages NOT included. (ie: Davis Bacon, TERO, ect.) If this is a Prevailing Wage project, please request alternate pricing.</p> <p>THANK YOU FOR THIS CHANCE TO QUOTE</p>			

WE ARE PLEASED TO SUBMIT THE ABOVE QUOTATION FOR YOUR CONSIDERATION SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION THIS QUOTATION IS SUBJECT TO THE CONDITIONS OF OUR CREDIT APPLICATION AND IS VALID FOR 30 DAYS THEREAFTER IT IS SUBJECT TO CHANGE WITHOUT NOTICE FAX COPY DEEMED TO BE LEGAL EQUIVALENT OF ORIGINAL ALL PAST DUE ACCOUNTS SUBJECT TO 11.2% MONTHLY FINANCE CHARGE IN THE EVENT LEGAL ACTION IS REQUIRED TO EFFECT COLLECTION VENUE SHALL BE MESA, AZ

By Stephen Ross Accepted _____ Date _____

PLEASE SIGN AND RETURN ONE COPY WHEN ORDERING.

Thank You!



DAVEB-4

OP ID: YT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/19/16

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

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

PRODUCER THE MAHONEY GROUP - MESA 1835 South Extension Road Mesa, AZ 85210-5942 Nancy K. Draper-Clark	Phone: 480-730-4920 Fax: 480-730-4929	CONTACT NAME: Tammy Demeter PHONE (A/C, No, Ext): 480-214-2707 FAX (A/C, No): 480-730-4929 E-MAIL ADDRESS: tdemeter@mahoneygroup.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Burlington Insurance Company</td> <td>23620</td> </tr> <tr> <td>INSURER B : Nationwide Mutual Insurance</td> <td>23787</td> </tr> <tr> <td>INSURER C : Hartford Fire Insurance Co.</td> <td>19682</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Burlington Insurance Company	23620	INSURER B : Nationwide Mutual Insurance	23787	INSURER C : Hartford Fire Insurance Co.	19682	INSURER D :		INSURER E :		INSURER F :
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INSURED
Dave Bang Assoc. Inc.
 Attn: Brad Enslin
 PO Box 8760
 Mesa, AZ 85214-8760

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR \$2,500 Deductible per Claim GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	X	HGL0043433	05/13/16	05/13/17	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1M/1M
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			ACP7382667444	05/13/16	05/13/17	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$			HFF0003488	05/13/16	05/13/17	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	X 59WECKZ3057	05/13/16	05/13/17	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Project: Any & All

See Cert Holder Notes.

CERTIFICATE HOLDER**CANCELLATION**

T-----

Town of Fountain Hills
 16705 E Ave of the Fountain
 Fountain Hills, AZ 85268

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

AUTHORIZED REPRESENTATIVE

Nancy Draper Clark

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NOTEPAD:HOLDER CODE T-----
INSURED'S NAME Dave Bang Assoc. Inc.DAVEB-4
OP ID: YTPAGE 2
DATE 05/19/16

If required by written contract, Town of Fountain Hills and its agents, representatives, officers, directors, officials and employees are additional insureds on General Liability including primary noncontributory & waiver of subrogation wording per attached forms CG2033 (07/04), CG2037 (07/04), BGG243 (09/99) & CG2404 (05/09).

Waiver of subrogation on Work Comp per attached form WC000313.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
<p>Any owner, lessee or contractor with whom you have agreed, in a written contract, that such person or organization should be an additional insured on your policy, provided such written contract is fully executed prior to an "occurrence" in which coverage is sought under this policy.</p>	<p>Any and all of your Completed Operations.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT – OTHER INSURANCE PROVISION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Attached to and forming a part of Policy Number	Endorsement Effective (Standard Time)					Endorsement Number
	mm	dd	yy	12:01	A.M.	
HGL004343	05	13	2016			

(The above information is required only when this endorsement is issued subsequent to preparation of the policy.)

Authorized Representative

Date

SCHEDULE

Name of Person or Organization:

Any person or organization with whom you have agreed, in a written contract, that such person or Organization should be added as an additional insured on your policy, provided such written contract is fully executed prior to an "occurrence" in which coverage is sought under this policy.

Name of Contract or Project:

Any written contract that is fully executed prior to an "occurrence" in which coverage is sought under this policy in which you have agreed to provide such insurance for the person or organization shown above.

Except as otherwise provided herein, it is agreed that such insurance as is afforded by this policy for the benefit of the person or organization shown in the Schedule, shall be primary insurance. Any other insurance purchased by the Person or Organization named, for the protection of itself against claim, loss, or liability, shall be excess and non-contributory but only:

- a. as respects any claim, loss or liability arising out of "your work" for that Person or Organization, and
- b. only if such claim, loss or liability is determined to be due solely to your negligence.

If other insurance, available to the Person or Organization named other than that purchased by it for its own protection,

- a. is primary insurance, then this insurance is excess over any of the other insurance and the provisions of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, b. Excess Insurance, apply.
- b. permits contribution by equal shares, then we will share with all that other insurance by the method described in SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, c. Method of Sharing.

In no event shall this insurance be primary to any other insurance that names as an additional insured any person or organization named in the Schedule. This insurance shall be either excess to, or contribute on the same level as, any such other insurance as is provided above.

It is a condition of this endorsement that the person or organization named in the schedule shall also have been previously or simultaneously endorsed to this policy as an additional insured.

All of the provisions and exclusions of the policy that apply to LIABILITY COVERAGES also apply to this endorsement.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization with whom you have agreed, in a written contract to waive the transfer of rights of recovery against others to us, provided such written waiver is fully executed prior to an "occurrence" in which coverage is sought under this policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

