



PROPOSAL
Contractors License # AZ-77509A

April 3, 2009

Ms. Anne Randall Stewart
The Sun City Formula Registry
10526 W. Tropicana Circle
Sun City, AZ 85351-2218
(623)933-6192

Reference: Willowcreek Golf Course, Sun City, AZ
Stream Rebuild Design/Build Proposal

8822CP

Dear Anne,

Pacific Aquascape is pleased to offer the following revised proposal for the construction of the stream system of approximately 3635 lf or 5635 lf. on the above referenced project. This proposal is based on our site visit, your emailed pictures and our phone conversations.

WE PROPOSE TO PERFORM THE FOLLOWING SCOPE OF WORK:

1. Provide shop drawings.
2. Establish lines, grades and elevations from your benchmark.
3. Demolish and remove from site the existing stream concrete and liner.
4. Regrade and prepare the subgrade of the new stream.
5. Furnish and install 30 mil PVC liner.
6. Make liner tie ins at the upper and lower existing lakes.
7. Furnish and install a minimum 2" thick, reinforced concrete veneer over the liner, to protect it from mechanical damage.
8. Furnish and install "spoils" mixture in wet concrete.
9. Furnish and install 4" to 10" cobble in stream.
10. Start and adjust new stream.

3635 LF TOTAL COST: \$ 203,500

5635 LF TOTAL COST: \$ 308,300

This proposal does not include:

1. Furnishing or installing any structure or appurtenances not specifically designated in scope of work.
2. Excavation and preparation of subgrade to within $\pm 1/10'$, unless specifically included in scope of work.
3. Staking and surveying to be provided by owner as necessary to be made available to **Pacific**.
4. Dewatering. All construction surfaces must be firm and dry at the time we start work, and maintained in dry, workable condition throughout the course of our work.
5. Water for construction uses, as necessary, to be made available at no cost to us, including water for testing and filling of completed facility. Stand pipe or other areas to fill water truck FBO.
6. Costs of permits, fees, bonds or assessments in connection with this project, other than Contractors and Business Licenses required by State, County or City.
7. Cost of repair replacement or underground utilities damaged by our operation, unless we are provided with an accurate underground utility plan prior to start of our work.
8. Multiple move-ins. We have assumed one mobilization.
9. Shading and bedding material if required for pipe or structure backfill.
10. Prevailing wage or any union affiliation.
11. Repair or replacement of any cart path, landscape, bridges or irrigation damaged by our work.
12. Any import or export of soil.

TERMS AND CONDITIONS:

This proposal is based on a mutually agreeable construction schedule. All materials incorporated in this project are guaranteed to be as specified by the manufacturer. All work is guaranteed to be completed in workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the contract amount. Time of completion of our work is contingent upon strikes, accidents, availability of materials or any other cause of delay which is beyond our control.

Certificates of General Liability and Workmen's Compensation Insurance will be furnished upon request. Premium cost of material, labor and Performance Bond, if required, shall be paid by Owner/General Contractor.

This instrument is entered into in California and the parties hereto agree that in the event any dispute arises herein or a legal action is commenced, including an action to collect sums due hereunder, the Superior Court of the State of California shall have jurisdiction. In the event an action of proceeding is initiated or maintained in another state, the laws of the State of California shall apply and bind the parties in all questions arising hereunder.

This instrument contains all of the agreements, understandings, representations, conditions, warranties and covenants made between the parties hereto. Unless set forth herein, neither party shall be liable for any representation made and all modifications amendments hereto must be in writing.

In the event legal action is commenced by Owner/General Contractor in order to enforce its right under this contract, whether in law or equity, Owner/General Contractor expressly waives its right with respect to venue under California Code of Civil Procedure Sections 392 through 493 inclusive, and expressly agrees to bring any legal action in the County of Orange, California.

In the event legal action is commenced by any party to enforce its right under this contract, the prevailing party shall be entitled to recover all costs incurred in said action including court costs and reasonable attorney's fee.

PAYMENT TO BE AS FOLLOWS:

\$1,000 for shop drawings due upon acceptance. A mobilization fee of 10% due with your notice to proceed. 90% of materials and services furnished or completed within 15 days of semi-monthly invoice dates. Remaining 10% retention due within 30 days after completion of our work or completion of each construction phase if applicable. 1-1/4% per month (15% annual) interest, or the maximum interest allowed by law, whichever is least, will be charged and added to overdue accounts.

WE PROPOSE hereby to furnish materials, equipment, labor and supervision complete in accordance with the above specifications, for the sum of:

3636 LF: Two Hundred Three Thousand Five Hundred Dollars and 00/100.....\$203,500
5635 LF: Three Hundred Eight Thousand Three Hundred Dollars and 00/100.....\$308,300

Prices to remain effective until proposal withdrawn. This proposal shall be automatically withdrawn if not accepted within 20 days.

Signature _____ DATE _____
Kevin Curran, Vice President /Pacific Aquascape, Inc.

NOTE: This proposal shall not become a binding contract until approved below by an authorized officer of PACIFIC at its Orange County Office.

ACCEPTANCE OF PROPOSAL:

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____ DATE _____
Anne Randall Stewart/ The Sun City Formula Registry

Corporation Partnership Sole Proprietorship

APPROVED:

Signature _____ DATE _____
Cory M. Severson, President/Pacific Aquascape, Inc.

- ***COMPANY VISION: A legacy of water resources design, construction, innovation and excellence, founded in our commitment to providing efficient and elegant solutions that are in partnership with nature.***
- ***COMPANY MISSION: A customer focused and driven organization dedicated to 100% customer satisfaction through innovation, communication and accountability. Through our entrepreneurial spirit and unwavering commitment to professionalism and nature, we will deliver value-added results to consistently maximize profits for our customers, our organization and our employees.***