



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CP15-251**

1. Agenda Item Number:

22

2. Council Meeting Date:
May 28, 2015

TO: MAYOR & COUNCIL
THROUGH: CITY MANAGER

3. Date Prepared: May 13, 2015

4. Requesting Department: Municipal Utilities

5. SUBJECT: Construction Manager at Risk Contract to Achen-Gardner Construction, LLC, for the Downtown Site 3 Water-Wastewater Infrastructure

6. RECOMMENDATION: Staff recommends City Council award a Construction Manager at Risk Contract to Achen-Gardner Construction, LLC, for the Downtown Site 3 Water-Wastewater Infrastructure, Project No. WW1506.401, in an amount not to exceed \$596,165.19.

7. BACKGROUND/DISCUSSION: The City is currently negotiating development agreements for Downtown Sites 1 through 7 with private developers. Previous assessments of the water and wastewater system in the Downtown area recommend improvements that are necessary to provide adequate levels of service for the proposed developments.

This project scope of work consists of the replacement of aged water lines in the east/west and north/south alley ways serving Downtown Site 3.

Construction related contracts for the Downtown Sites 1, 2, and 4 through 7 Water-Wastewater Infrastructure will be awarded separately.

A Project Agreement for construction management services, Project No. WW1506.451, with Carollo Engineers, Inc., for the Downtown Site 3 Water-Wastewater Infrastructure, is also scheduled for this Council meeting.

8. EVALUATION PROCESS: The selection process was followed according to State law. Five (5) Statements of Qualifications were received from qualified firms on February 17, 2015. The Selection Committee reviewed the Statement of Qualifications and ranked each firm as follows:

1. Achen-Gardner Construction, LLC
2. Pulice Construction, Inc.
3. CSW Contractors, Inc.
4. PCL Construction, Inc.
5. T&T Construction, Inc.

Staff recommends contract award to Achen-Gardner Construction, LLC, based on qualifications, relevant firm experience, team experience, project understanding, and project approach. The construction contract time is 60 calendar days for substantial completion, and 90 calendar days for final completion.

9. FINANCIAL IMPLICATIONS:

Cost: \$596,165.19
Savings: N/A
Long Term Costs: N/A

Fund Source:

<u>Account No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
601.3820.6714.6WA110	Water Bond	Water System Upgrades w/Street Projects	Yes	\$596,165.19

10. PROPOSED MOTION: Move City Council award a Construction Manager at Risk Contract to Achen-Gardner Construction, LLC, for the Downtown Site 3 Water-Wastewater Infrastructure, Project No. WW1506.401, in an amount not to exceed \$596,165.19.

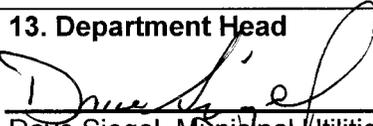
ATTACHMENTS: Location Map, Contract

APPROVALS

11. Requesting Department


John Knudson, Utilities Engineering Manager

13. Department Head


Dave Siegel, Municipal Utilities Director

12. Transportation & Development


Bob Fortier, Capital Projects Manager

14. City Manager


Rich Dlugas



**DOWNTOWN SITE 3
WATER-WASTEWATER INFRASTRUCTURE
PROJECT NO. WW1506.401**



MEMO NO. CP15-251



DOWNTOWN SITE 3



**CONSTRUCTION MANAGER AT RISK
CONSTRUCTION CONTRACT**

PROJECT TITLE: Downtown Water-Wastewater Infrastructure Site 3
PROJECT NO: WW1506.401

This CONTRACT is made this ____ day of _____, 2015, by and between the City of Chandler, 215 E. Buffalo Street, Chandler, Arizona 85225, (hereinafter referred to as "CITY,") and Achen-Gardner Construction, LLC, a limited liability company in the state of Arizona, (hereinafter referred to as "CM@RISK.")

CITY and CM@RISK, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – CITY’S STANDARD CONSTRUCTION GENERAL CONDITIONS:

The City's General Conditions for Construction Contracts are incorporated herein by reference and the parties agree to be bound by all provisions therein. If any of the provisions of the contract conflict with the City's General Conditions for Construction Contracts, the parties are bound by the General Conditions. For the purposes of this Contract, references to CONTRACTOR and to CM@RISK in said General Conditions refer to CM@RISK herein.

ARTICLE 2 – DEFINITIONS:

Words used in this Contract which are defined in CITY's General Conditions for Construction Contracts shall have the meaning stated therein. CM@RISK is the CONTRACTOR as defined in said General Conditions.

2.1 "Construction Allowance Items" means those items included in the GMP as allowances, which items shall be paid based on the actual cost to CM@RISK as described in the City's General Conditions for Construction Projects, Subsection 12.4., provided, however, no overhead or profit shall be included in the item as these are paid separately. The actual amounts paid for Allowance items shall be included in the Contract Price Subtotal by which the percentage for the Contractor's fee for overhead and profit is multiplied.

2.2 "Guaranteed Maximum Price" (GMP) means the maximum amount to be paid by the City to CM@RISK for the performance of the Work which shall constitute payment in full for the furnishing of all materials, equipment, appurtenances, labor, plant and tools necessary to provide a complete workmanlike, finished and satisfactory Project as described herein.

ARTICLE 3 – CM@RISK – FIDUCIARY DUTY:

3.1 This is a contract for complete construction services in accordance with the Construction Manager at Risk method of delivery of construction services. CM@RISK has participated in the design process and been an active member of the Project Design Team and is fully aware of any issues and constraints involved in this construction project.

3.2 CM@RISK is the CITY's fiduciary responsible for undertaking all necessary action contemplated under the contract documents to construct the Project and ensure

timely and quality completion of the project at a cost within the Guaranteed Maximum Price (GMP).

This project is an "open book" project. CITY is entitled to attend any and all meetings, and CITY shall have access to any and all records of CM@RISK or maintained by CM@RISK relating to the Project.

ARTICLE 4 – WORK:

4.1 CM@RISK shall perform all work necessary to complete the Project described herein. The Project is known as and is hereinafter referred to as, CITY PROJECT NO. WW1506.401 and is described as follows: construction of Downtown Water-Wastewater Infrastructure Site 3 described in the Contract Documents and including the furnishing of all materials, equipment, appurtenances, labor, plant and tools necessary to provide a complete workmanlike, finished and satisfactory Project as described herein. Each item shall be completed with all necessary connections, testing, painting and related work accomplished to provide for the satisfactory use and/or operation of the item.

4.2 CM@RISK shall complete, provide and perform, or cause to be performed, all work in a proper and workmanlike manner, with appropriate consideration for public safety and convenience, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expediency consistent therewith all as more particularly described in the Contract Documents.

ARTICLE 5 – CITY'S REPRESENTATIVE:

5.1 CITY has appointed a CITY'S REPRESENTATIVE (sometimes referred to as CITY REP and sometimes known as the Owner's Representative or Construction Manager) to manage this Project and to represent the CITY on the Project site. The CITY REP will assume all duties and responsibilities and will have all rights and authority assigned to the CITY REP in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. Any references in the Contract Documents, or other pertinent documents, to the Engineer or Project Engineer shall mean the CITY REP.

5.2 The CITY'S Representative is Allan Zimmerman

ARTICLE 6 - CONTRACT TIME:

6.1 Completion time. The Work shall be substantially complete within **Sixty (60)** calendar days after the date when the Contract Time commences to run as provided in the Contract Documents, and all Work shall be finally completed and ready for final payment in accordance with the Contract Documents within **Ninety (90)** calendar days after the date when the Contract Time commences to run.

6.2 CPM Schedule. CM@RISK shall submit to CITY, on or before the effective date of the Construction Contract, a Construction Progress Schedule in Critical Path Method (CPM) format indicating the times for starting and completing the various stages of the Work, including any Milestones specified in this Contract and as more fully described in the General Conditions and other Contract Documents. Revisions/updates to the CPM schedule shall be submitted as often as necessary to accurately reflect plans for completion of the work, but no less frequently than required in the Contract Documents.

6.3 Time is of the Essence. All of the time limits for Milestones, if any, for Substantial Completion and for Final Completion and readiness for final payment as stated in the Contract Documents, are of the essence of the Contract.

6.4 No Waiver. Failure of CITY to insist upon the performance of any covenant or condition within the time periods specified herein, shall not constitute a waiver of CM@RISK'S duty to perform every other covenant or condition within the designated periods, unless a specific waiver is granted in writing for each such covenant or condition.

6.5 Specific Waiver. CITY'S agreement to waive a specific time provision or to extend the time for performance shall not constitute a waiver of any other time provisions contained in the Contract Documents. Failure of CM@RISK to complete performance promptly within the additional time authorized in the waiver or extension of time agreement shall constitute a material breach of this Contract entitling CITY to all the remedies set forth herein or provided by law.

6.6 Material Breach. Failure of CM@RISK to perform any covenant or condition contained in the Contract Documents within the time periods specified herein, shall constitute a material breach of this Contract entitling CITY to terminate the Contract unless CM@RISK applies for and receives an extension of time, in accordance with the procedures set forth in the Contract Documents.

6.7 Written Extensions. Failure of CITY to insist upon the performance of any covenant or condition within the time periods specified herein, or CITY's agreement to waive a specific time provision or to extend the time for performance shall not constitute a waiver of CM@RISK's duty to perform every other covenant or condition within the designated periods, unless a specific waiver is granted in writing for each such covenant or condition. Failure of CM@RISK to complete performance promptly within the additional time authorized in the waiver or extension of time agreement shall constitute a material breach of this Contract entitling CITY to all the remedies set forth herein or provided by law.

ARTICLE 7 - LIQUIDATED AND SPECIAL DAMAGES:

7.1 Liquidated Damages: It is hereby agreed that the amounts per day set forth herein in paragraphs 7.1.2. are reasonable estimates of such damages, that said amounts do in fact bear a reasonable relationship to the damage that would be sustained by CITY, and CM@RISK agrees to pay such liquidated damages as herein provided.

7.1.1 CITY and CM@RISK recognize that time is of the essence of this Contract and that CITY will suffer financial loss, in addition to and apart from the costs described in Paragraph 7.2, if the Work and/or portions of the Work are not performed and completed within the times specified in Article Six, plus any extensions thereof allowed in accordance with the Contract Documents. CITY and CM@RISK also recognize the delays, expense, and difficulties involved in proving, through legal or arbitration proceedings, the actual loss suffered by CITY if the Work or portion of the Work is not completed on time. Accordingly, instead of requiring any such proof, CITY and CM@RISK agree that as liquidated damages for delay (but not as a penalty) CM@RISK shall pay CITY **Five Hundred Seventy dollars and no cents (\$570)** for each calendar day that expires after the time specified in Article Six for substantial completion, until the

Work is substantially complete. After Substantial Completion, if CM@RISK shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by CITY, CM@RISK shall pay CITY **Two Hundred Eighty Five** dollars and no cents (**\$285**) for each day that expires after the time specified in Article Six for final completion and readiness for final payment.

7.2 Special Damages: In addition to the amounts provided for liquidated damages, CM@RISK shall pay CITY the actual costs reasonably incurred by CITY for the CITY REP, the Project Designer and for engineering and inspection forces employed on the Work for each day that expires after the time specified in Article Six for Final Completion, including any extensions thereof made in accordance with the Contract Documents, until the Work is finally complete. The rate for inspection services for this contract is One Hundred Forty Eight dollars (\$148) per hour. The rate for work by the Project Designer for this Contract is One Hundred Ninety dollars (\$190) per hour. The rate for work by the CITY REP is One Hundred Ninety dollars (\$190) per hour. Each of these hourly rates is calculated at time and one half for work required to be performed during other than normal business hours.

7.3 CITY may withhold and deduct from any payment due to CM@RISK the amount of liquidated damages, special damages, and other costs, such as CM@RISK'S failed testing costs or damages to other CITY property, from any moneys due CM@RISK under the Contract.

ARTICLE 8 - CONTRACT PRICE:

8.1 Guaranteed Maximum Price. The Guaranteed Maximum Price (GMP) is the total amount payable by the City to Contractor for the complete construction of the Project. CM@RISK represents, warrants and guarantees to CITY that the total maximum cost to be paid by CITY for CM@RISK's complete performance of this Contract, including, without limitation, Final Completion of all Work, all services of CM@RISK under this Contract, and all fees, compensation and reimbursements to CM@RISK, shall not exceed the total amount of **Five Hundred Ninety Six Thousand One Hundred Sixty Five Dollars and Nineteen Cents (\$596,165.19)** ("Guaranteed Maximum Price"), as set forth in Exhibit B1, attached hereto and incorporated herein by reference. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the CM@RISK without reimbursement by CITY.

8.2 Guaranteed Maximum Price Components. The Guaranteed Maximum Price is comprised of the maximum amount payable by CITY for:

8.2.1 The Cost of the Work for full and complete performance of the Work to complete the Project as described herein. The items to be included in Cost of Work are those listed in Section 12.4 of the City's General Conditions for Construction Projects, except that no overhead and profit shall be included in the cost of work and shall be subtracted out of items listed in 12.4 A 5) c, and the items listed in 12.4.A 5) d and h are not included in the cost of the work. The Cost of the Work will be referred to as the Work Item Direct Costs. No additional payments will be made for any work included in and/or necessary for completion of the Project unless specifically noted and excluded from the GMP in the assumptions and clarifications of the GMP. Progress payments will be made based on the schedule of values, however, City reserves the right to audit the

books of CM@RISK, at any time, to determine actual costs and to modify the schedule of values to better reflect actual costs of the work.

8.2.2 A fee to CM@RISK for Overhead and Profit which has been estimated for inclusion in the GMP to be the amount of **Forty Six Thousand Nine Hundred Fifty One dollars and Fifty Nine Cents (\$46,951.59)** ("CM@RISK's Fee"). This fee shall be determined by multiplying the agreed upon percentages listed in the GMP by the Work Item Direct Costs less the amounts listed for Contractor's General Conditions. This CM@RISK's Fee shall be the CM@RISK's sole and exclusive compensation for all costs not included in Subsections 8.2.1 or 8.2.3 herein and for those costs and expenses listed in Subsection 12.4 B and 12.5 of the City's General Conditions for Construction Projects, and is inclusive of all overhead and profit arising out of or relating to the CM@RISK's Work.

8.2.3 Reimbursement to CM@RISK by CITY for the cost of insurance, bonds and taxes actually incurred by CM@RISK for this Project.

8.2.4 The Guaranteed Maximum Price is further broken down into line items and categories on Exhibit B1 and B2 attached hereto.

Quantities. The quantities set forth in the GMP are used only for the purpose of substantiating and demonstrating the basis for the GMP submitted by CM@RISK and are not a part of this Contract nor any guarantee by CITY. CM@RISK shall install and perform such quantities as necessary to complete the Project in accordance with the Project description and the Contractor agrees to perform all of the Work for costs plus fees and reimbursements described herein, not to exceed the Guaranteed Maximum Price, regardless of whether or not the items or units are decreased or increased.

8.3 Cost Overruns. CM@RISK shall be solely liable and responsible for and shall pay any and all costs, fees and other expenditures in excess of the Guaranteed Maximum Price for and/or relating to the Work, without entitlement to reimbursement from CITY. CM@RISK is not entitled to any fee, payment, compensation or reimbursement under this Contract or relating to the Work or Project other than as expressly provided in this Article 8.

8.4 Inferable Work (intent of the Project). CM@RISK agrees that the scope of the Guaranteed Maximum Price includes Work not expressly indicated on the Contract Documents, but which is reasonably inferable from the Project description and/or Contract Documents, or consistent therewith, and such Work shall be performed by CM@RISK without any increase in the Guaranteed Maximum Price.

8.5 Allowances. The GMP includes some work items with the cost listed as an allowance. Allowances are to be used specifically for the areas of work defined in the Contract Documents; provided however,

8.5.1 If the designated work is completed for less than the allowance, the surplus will revert to the project construction contingency.

8.5.2 If the designated work requires more than the allowance, the additional funds will be allocated by the CITY with assistance from CM@RISK within the GMP by transferring excess from other allowance items, value engineering or

using less expensive means, methods or components or as a last resort reducing the scope of the Project.

8.5.3 A running balance sheet will be kept concerning the various allowances so that monies can be floated among the allowances to maintain the integrity of the overall GMP. Thus, savings in one area of work will be available to offset overruns in another area of work specifically associated with these allowances.

8.6 Construction Contingency. This GMP includes a dollar amount listed as a Construction Contingency which shall be readily available for increased costs for subcontractors, material and equipment subject to prior approval of City, which approval will not be withheld unreasonably. The Construction Contingency may also be used, at the discretion of CITY, to reimburse CM@RISK for unexpected costs due to (a) scope gaps between trade subcontractors; (b) contract default by trade subcontractors; (c) unforeseen field conditions but only as defined in Subsection 4.3 of the City's General Conditions for Construction Projects; (d) work completed to meet the intent of the design, but which was not indicated on the plans; (e) costs overruns not covered by allowances; (f) costs of corrective work not provided for elsewhere and (g) implementation of any Recovery Plan. Cost for which CM@RISK desires to be paid from the Construction Contingency shall be documented by CM@RISK on a time and materials basis and are subject to verification by the CITY. If agreed to by CITY, a "Use of Contingency" form shall be executed by both parties authorizing the actual cost of the work to be paid and included in the Work Item Direct Costs. The Construction Contingency is not allocated to any particular item of the Project but may be used for any portion of the work as determined above. Any amount not used in the Construction Contingency shall belong to the CITY and shall reduce the GMP.

8.7 Owner's Contingency. This GMP also includes a dollar amount listed as an Owner's Contingency which may be used only by the CITY (owner department) for upgrades and changes in scope or other changes not already included within the intent of the Project Program. CITY shall provide CM@RISK with a Work Change Directive authorizing CM@RISK to perform the additional work and to transfer funds from the Owner's Contingency to the Work Item Direct Costs category to be paid with such direct costs. These additional costs shall be in amount mutually agreed upon by CM@RISK and CITY or shall be documented by CM@RISK on a time and materials basis and are subject to verification by the CITY. Any amount not used in the Owner's Contingency shall belong to the CITY and shall reduce the GMP.

8.8 Reduction of the Work. If CITY elects to have a party other than CM@RISK, or one of CM@RISK's Subcontractors, perform the Work related to an Allowance Item or other portion of the Work, or otherwise eliminates or reduces the scope of an Allowance Item or other portion of the Work, the Guaranteed Maximum Price shall be reduced by the Allowance Amount for any such Allowance Item or the budgeted amount in the Guaranteed Maximum Price for such item, and such amount shall be excluded from the Work Item Direct Costs upon which the CM@RISK's Fee is calculated.

8.9 Taxes. CM@RISK shall pay all existing and future applicable Federal, State and local sales, consumer, use and similar taxes, whether direct or indirect, relating to, or incurred in connection with the performance of the Work. In the event CM@RISK is obligated to pay any new or increased taxes or duties arising after the date hereof, the amount of such new or increased taxes shall increase the Guaranteed Maximum Price pursuant to the Change Order provisions of this Contract as set forth in the General Conditions. In the event CM@RISK receives the benefit of a tax exemption or tax

reduction taking effect after the date hereof, the amount of such exemption or reduction shall decrease the Guaranteed Maximum Price pursuant to the Change Order provisions of this Contract.

ARTICLE 9 - PAYMENT PROCEDURES:

9.1 Schedule of Values. Before the first application for Payment, CM@RISK shall submit to CITY, and the parties shall agree upon, a Schedule of Values, setting forth the various portions of the Work, and the costs listed in the Guaranteed Maximum Price allocated to each such portion of the Work. The Schedule shall be used as a basis for reviewing the contractor's applications for payment and as a basis for progress payments. The Schedule of values shall be updated as actual costs become known to accurately reflect the cost of the work. City reserves the right to audit the books of CM@RISK, at any time, to determine actual costs and to modify the schedule of values to better reflect actual costs of the work. At Project completion and prior to final payment the parties will reconcile the schedule of values with the actual costs in accordance with provisions in Article Eight herein to determine the final payment.

9.2 Applications for Payment. CM@RISK shall submit completed Applications for Payment in accordance with the Contract Documents. No payment application will be considered complete unless it is accompanied by an updated Construction Progress Schedule and a certification that the on-site, red lined, as-built drawings are up to date. Completed Applications for Payment will be processed by CITY REP as provided in the Contract Documents.

9.3 Waiver of Claims at Final Payment. Acceptance of Final Payment by CM@RISK shall constitute a waiver of affirmative claims by CM@RISK except those previously made in writing and identified as unsettled at the time of Final Payment.

9.4 Retention. Prior to Substantial Completion, progress payments will be made in the amount equal to the percentages indicated below, but in each case less the aggregate of payments previously made and less such amounts as CITY'S REPRESENTATIVE may determine, in accordance with the General Conditions or other provisions of the Contract Documents.

9.4.1 To insure the proper performance of the contract CITY shall retain ten per cent (10%) of the amount of each approved progress payment until the Work is fifty percent (50%) complete.

9.4.2 When the Work is fifty percent (50%) complete as measured by the schedule of values and approved by CITY REP, one-half of the amount retained under the ten percent (10%) retention provision, shall be paid to CM@RISK, provided CM@RISK is on schedule for project completion and is making satisfactory progress on the Work and there is no specific cause or claim requiring a greater amount to be retained. After fifty percent (50%) completion, CITY shall retain five percent (5%) of each approved progress payment providing CM@RISK is on schedule for project completion, is making satisfactory progress on the Work, except that if at any time CITY determines satisfactory progress is not being made, ten percent (10%) retention shall be reinstated for all progress payments made under the contract subsequent to such determination

9.4.3 In lieu of retention, CITY will, at the option of CM@RISK, accept security as provided in ARS § 34-221.

9.5 CITY may withhold and deduct from each progress payment and final payment an amount equal to CITY'S estimate of the liquidated damages then due, or that would become due based on CITY'S estimate of late completion of the Work, provided CM@RISK fails to submit and implement a written schedule recovery plan describing the cause of schedule slippage or delayed progress and the actions proposed and taken to recover schedule slippage.

9.6 Final Payment. Upon final completion and acceptance of the Work and upon compliance with all other terms and conditions of the Contract Documents, CITY shall pay the remainder of the Contract Price, including retainage withheld, less such deductions as may be withheld to cover claims in accordance with state law and the Contract Documents, and to cover liquidated and special damages and other charges owing to CITY.

ARTICLE 10 – CHANGES TO CONTRACT GMP:

10.1 Changes to Scope. CITY reserves the right to change the scope of the Project by adding or deducting work to be performed by CM@RISK under this Contract. Increases to the scope of work to be paid for out of the Owner's Contingency shall be documented by a Work Change Directive. Deductions from the work and additions after the Owner's Contingency has been exhausted shall be documented by a Change Order executed by both parties.

ARTICLE 11 - CM@RISK'S REPRESENTATIONS:

As part of the inducement for CITY to enter into this Contract, CM@RISK makes the following representations:

11.1 CM@RISK was a member of the Design Team for this Project and participated in and provided recommendations concerning the Contract Documents and Project Design.

11.2 CM@RISK has examined and carefully studied the Contract Documents (including any Addenda) and other related data identified in the Bidding Documents, including "technical data" and all federal, state and local laws, ordinances, standards, rules and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

11.3 CM@RISK has obtained and carefully studied (or assumes responsibility for having done so) the reports of investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) and the drawings of physical conditions in or relating to existing surface or subsurface structures, at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing all the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CM@RISK and safety precautions and programs incident thereto. The reports and drawings available to CITY are listed in the Supplementary Conditions. CM@RISK acknowledges that such reports and drawings are not Contract Documents and may not be complete for CM@RISK's purposes. CM@RISK acknowledges that CITY and CITY'S REP do not assume responsibility for the accuracy or completeness of information and data shown or indicated therein with respect to Underground Facilities at or contiguous to the site. CM@RISK acknowledges full responsibility for locating and resolving any conflicts with any Underground Facilities.

11.4 CM@RISK has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

11.5 CM@RISK has made or caused to be made examinations, investigations, tests, studies and related data as he deems necessary, and CM@RISK does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

11.6 CM@RISK has correlated the information known to CM@RISK, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, reports, and data, with the terms and conditions of the Contract Documents.

11.7 CM@RISK has given CITY REP written notice of all conflicts, errors, or discrepancies that CM@RISK has discovered in the Contract Documents, and the written resolution thereof by CITY is acceptable to CM@RISK, and the Contract Documents are sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work. CM@RISK assumes full responsibility and liability for any conflicts, errors or discrepancies in the Contract Documents, including, but not limited to, the specifications, design and engineering for the project, for which written notice has not been provided and which a reasonable Contractor, participating in the Design Process as the Construction Manager at Risk would have discovered.

ARTICLE 12 – CONTRACT DOCUMENTS, DRAWINGS AND ADDENDA:

The Contract Documents which comprise the entire Contract between CITY and CM@RISK concerning the Work consist of those listed below. There are no Contract Documents other than the following:

- 12.1 This Contract
- 12.2 The project Design, Engineering and Specifications entitled: Downtown Water-Wastewater Infrastructure Site 3 Project No. WW1506.401
- 12.3 The Drawings, comprised of a set entitled: Downtown Water-Wastewater Infrastructure Site 3 Project No. WW1506.401
- 12.4 Performance Bond and Payment Bond.
- 12.5 The approved Construction Schedule (CPM).
- 12.6 General Conditions (pages 1 to 55, inclusive).
- 12.7 Notice to Proceed.
- 12.8 Approved Construction GMP and attached Assumptions
- 12.9 CM@RISK'S Schedule of Manufacturers and Suppliers of Major Equipment and Material Items.

12.10 The following which may be delivered or issued after the Effective Date of this Contract and are not attached hereto:

- A. Written Amendments;
- B. Work Change Directives;
- C. Change Order(s).

ARTICLE 13 – BONDS:

CM@RISK shall furnish Payment and Performance bonds, each in an amount at least equal to the Contract Price, as security of the faithful performance and payment of all CM@RISK obligations under the contract documents. Exhibit I and Exhibit J attached hereto and incorporated in by reference.

ARTICLE 14 – INSURANCE:

1. General.

A. At the same time as execution of this Contract, CM@Risk shall furnish the City of Chandler a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Worker's Compensation coverage.

B. CM@Risk and any of its subcontractors, subconsultants or sublicensees shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, the insurances set forth below.

C. The insurance requirements set forth below are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

D. The City in no way warrants that the minimum insurance limits contained in this Contract are sufficient to protect CM@Risk from liabilities that might arise out of the performance of the Contract services under this Contract by CM@Risk, its agents, representatives, employees, subcontractors, sublicensees or subconsultants and CM@Risk is free to purchase any additional insurance as may be determined necessary.

E. Failure to demand evidence of full compliance with the insurance requirements in this Contract or failure to identify any insurance deficiency will not relieve the CM@Risk from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Contract.

F. Use of SubContractors: If any work is subcontracted in any way, CM@Risk shall execute a written Contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of CM@Risk in this Contract. CM@Risk is responsible for executing the Contract with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

2. Minimum Scope and Limits Of Insurance. CM@Risk shall provide coverage with limits of liability not less than those stated below.

A. Commercial General Liability-Occurrence Form. CM@Risk must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

B. Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles
Vehicle Liability: CM@Risk must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on CM@Risk owned, hired, and non-owned vehicles assigned to or used in the performance of CM@Risk's work or services under this Contract. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

C. Workers Compensation and Employers Liability Insurance: CM@Risk must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of CM@Risk employees engaged in the performance of work or services under this Contract and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.

D. Professional Liability. If the Contract is the subject of any professional services or work performed by CM@Risk, or if CM@Risk engages in any professional services or work adjunct or residual to performing the work under this Contract, CM@Risk must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the CM@Risk, or anyone employed by CM@Risk, or anyone whose acts, mistakes, errors and omissions the CM@Risk is legally liable, with a liability limit of \$1,000,000 each claim and \$2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for 3 years past completion and acceptance of the work or services, and CM@Risk, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.

E. Builders' Risk Insurance (Course of Construction). CM@Risk bears all responsibility for loss to all Work being performed and to buildings under construction. Unless waived in writing by the City of Chandler, CM@Risk will purchase and maintain in force Builders' Risk-Installation insurance on the entire Work until completed and accepted by the City. This insurance will be Special Causes of Loss policy form, (minimally including perils of fire, flood, lightning, explosion, windstorm and hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, and collapse), completed value, replacement cost policy form equal to the GMP and all subsequent modifications. CM@Risk's Builders' Risk-Installation insurance must be primary and not contributory.

1. Builders' Risk-Installation insurance must name the City of Chandler, CM@Risk and all tiers of SubContractors as Additional Insureds and must contain a provision that this insurance will not be canceled or materially altered without at least 30 days advance notice to the City. The City must also be named as a Loss Payee under Builders' Risk-Installation coverage.

2. Builders' Risk-Installation insurance must cover the entire Work including reasonable compensation for architects and engineers' services and expenses and other "soft costs" made necessary by an insured loss. Builders' Risk-Installation insurance must provide coverage from the time any covered property comes under CM@Risk's control and responsibility, and continue without interruption during course of construction, renovation and or installation, including any time during which any project property or equipment is in transit, off site, or while on site for future use or installation. Insured property must include, but not be limited to, scaffolding, false work, and temporary buildings at the site. This insurance must also cover the cost of removing debris, including demolition as may be legally required by operation of any law, ordinance, regulation or code.

3. CM@Risk must also purchase and maintain Boiler and Machinery insurance with the same requirements as Builders' Risk-Installation insurance cited above if the Work to be performed involves any exposures or insurable property normally covered under a Boiler and Machinery insurance policy or made necessary as required by law or testing requirements in the performance of this Contract. CM@Risk will be responsible for any and all deductibles under these policies and CM@Risk waives all rights of recovery and subrogation against the City under CM@Risk-provided Builders' Risk-Installation insurance described above.

4. Builders' Risk Insurance must be maintained until whichever of the following first occurs: (i) final payment has been made; or, (ii) until no person or entity, other than the City, has an insurable interest in the property required to be covered.

a. The Builders' Risk insurance must be endorsed so that the insurance will not be canceled or lapse because of any partial use or occupancy by the City.

b. This insurance must include as named insureds, the City, CM@Risk, SubContractors, Subconsultants and others with an insurable interest in the Work who will be named as additional insureds unless they are able to provide some level of coverage with the City and CM@Risk named as additional insureds. Certificates must contain a provision that the insurance will not be canceled or materially altered without at least 30 days advance notice to the City. The City must also be named as a Loss Payee under the Builders' Risk-Installation coverage.

c. This insurance must be written using the Special Causes of Loss policy form, replacement cost basis.

d. All rights of subrogation are, by this Contract, waived against the City of Chandler, its officers, officials, agents and employees.

e. CM@Risk is responsible for payment of all deductibles under the Builders' Risk policy.

3. Additional Policy Provisions Required.

A. Self-Insured Retentions Or Deductibles. Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.

B. City as Additional Insured. The policies are to contain, or be endorsed to contain, the following provisions:

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, CM@Risk including the City's general supervision of the CM@Risk; Products and Completed operations of CM@Risk; and automobiles owned, leased, hired, or borrowed by CM@Risk.

2. CM@Risk's insurance must contain broad form contractual liability coverage and must not exclude liability arising out of explosion, collapse, or underground property damage hazards ("XCU") coverage.

3. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by CM@Risk even if those limits of liability are in excess of those required by this Contract.

4. CM@Risk's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by CM@Risk and must not contribute to it.

5. CM@Risk's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Coverage provided by CM@Risk must not be limited to the liability assumed under the indemnification provisions of this Contract.

7. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by CM@Risk for the City.

8. CM@Risk, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Contract for a minimum period of 3 years following completion and acceptance of the Work. CM@Risk must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Contract insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

9. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Contract. If any of the required policies expire during the life of this Contract, the CM@Risk must forward renewal or replacement Certificates to the City within 10 days after the renewal date containing all the necessary insurance provisions.

ARTICLE 15 – INDEMNIFICATION:

To the fullest extent permitted by law, but only to the extent caused by the negligence, recklessness or intentional wrong conduct, CM@Risk, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City and any of its elected or appointed officials, officers, directors, commissioners, board members, agents or employees from and against any and all allegations, demands, claims, proceedings, suits, actions, damages, including, without

limitation, property damage, environmental damages, personal injury and wrongful death claims, losses, expenses (including claim adjusting and handling expenses), penalties and fines (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings), judgments or obligations, which may be imposed upon or incurred by or asserted against the City by reason of this Contract or the services performed or permissions granted under it, or related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by CM@Risk, or any of its subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, relating to the discharge of any duties or the exercise of any rights or privileges arising from or incidental to this Contract, including but not limited to, any injury or damages claimed by any of CM@Risk's and subcontractor's employees. The amount and type of insurance coverage requirements set forth in the Agreement will in no way be construed as limiting the scope of indemnity in this paragraph.

ARTICLE 16 – MISCELLANEOUS:

16.1 Terms used in this Contract which are defined in the General Conditions, shall have the meanings indicated in the General Conditions.

16.2 The failure of any party to enforce against another party any provision of this Contract shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Contract.

16.3 CITY and CM@RISK each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in these Contract Documents.

ARTICLE 17 – CONFLICT OF INTEREST:

CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Contract.

Pursuant to A.R.S. Section 38-511, the City may cancel this contract within three (3) years after its execution without penalty or further obligation by the City if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City of Chandler is, at any time while the contract is in effect, an employee 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.

ARTICLE 18 - TERMINATION WITHOUT CAUSE:

CITY may at any time and for any or no reason, at its convenience, terminate this Contract or any part of the services to be rendered pursuant thereto by ten (10) day written notice to CONTRACTOR specifying the termination date. Immediately after receiving such notice, CONTRACTOR shall discontinue advancing the work under this Contract and shall deliver to CITY all drawings, notes, calculations, sketches and other materials entirely or partially completed, together with all unused materials supplied by CITY.

ARTICLE 19 – COMPLIANCE WITH ARIZONA STATE PROCUREMENT LAW:

Compliance with A.R.S. § 41-4401. Pursuant to the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.

The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in the conduct of any such inspections. The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verifications.

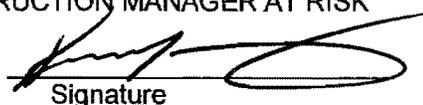
The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year first written above.

This Contract will be effective on _____ of _____, 2015.

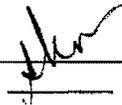
CITY OF CHANDLER

MAYOR Date

CONSTRUCTION MANAGER AT RISK
By: 
Signature
Kevin J. Nunez / Vice President
Printed or Typed

ADDRESS FOR NOTICE
City of Chandler
P.O. Box 4008, Mail Stop 407
Chandler, AZ 85244-4008
Phone: 480-782-3307

ADDRESS FOR NOTICE
550 S 79th STREET
CHANDLER AZ 85226
Phone: 480-940-1300

: APPROVED AS TO FORM:

City Attorney by: _____

ATTEST: If Corporation

Secretary

ATTEST

City Clerk

SEAL

Contractor Immigration Warranty
To Be Completed by Contractor Prior to Execution of Contract

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

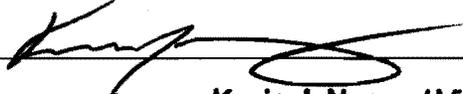
By completing and signing this form and attached Employee Verification Worksheet the contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

Project Number/Division: WW1506.401 Downtown Water-Wastewater Infrastructure Site 3		
Contractor Name (as listed in the contract):		
Street Name and Number:		
City:	State:	Zip Code:

I hereby attest that:

1. The contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract;
2. All subcontractors performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees; and
3. The contractor has identified all contractor and subcontractor employees who perform work under the contract and has verified compliance with Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214.

Signature of Contractor (Employer) or Authorized Designee:


Printed Name: Kevin J. Nunez / Vice President
Title: VICE PRESIDENT
Date (month/day/year): 5/27/15

INDEX OF EXHIBITS

April 29, 2015

Downtown Sites 3,4,5,6, and 7 Water-Wastewater Infrastructure

GMP1 – Site 3

City of Chandler Project No. WW1506.251 / Achen-Gardner No. 3453100

EXHIBIT A:	Scope of Work – Project Description
EXHIBIT B1:	GMP1 Schedule of Values
EXHIBIT B2:	GMP1 Schedule of General Conditions
EXHIBIT C1:	GMP1 General Inclusions, Exclusions, Assumptions and Clarifications
EXHIBIT C2:	GMP1 Pay Item Inclusions, Exclusions, Assumptions and Clarifications
EXHIBIT D:	Construction Schedule
EXHIBIT E:	Subcontractor and Supplier Recommendations
EXHIBIT F:	Subcontractor and Supplier Quotes
EXHIBIT G:	Direct Cost Report Detail
EXHIBIT H:	Temporary Water Services Layout

EXHIBIT A: SCOPE OF WORK – PROJECT DESCRIPTION

April 29, 2015

Downtown Sites 3,4,5,6, and 7 Water-Wastewater Infrastructure

GMP1 – Site 3

City of Chandler Project No. WW1506.251 / Achen-Gardner No. 3453100

SCOPE OF WORK AND PROJECT DESCRIPTION

The work consists of the replacement of existing, aged water lines with new 6", 8", and 10" DIP water lines in the east/west and north/south alley ways servicing Site 3. Due to the vast network of existing underground utilities and limited available space, the new water lines will occupy the existing water line alignments. The scope of work includes removal of the existing water lines that are being replaced, associated removals and replacements of hardscape elements to facilitate installation of the water lines, new water services to support the development of Site 3, removal/disposal of an abandoned gas line where in conflict and the proper disposal of asbestos wrapped pipe where encountered, replacement of the disturbed surfaces with compacted millings, furnishing, installing, and maintaining temporary water services to affected existing City customers during the outage of the permanent facilities, traffic and pedestrian management

EXHIBIT B1: GMP1 SCHEDULE OF VALUES

April 29, 2015

Downtown Sites 3,4,5,6, and 7 Water-Wastewater Infrastructure

GMP1 – Site 3

City of Chandler Project No. WW1506.251 / Achen-Gardner No. 3453100

See attached Schedule of Values

DOWNTOWN SITES 3,4,5,6, AND 7 WATER-WASTEWATER INFRASTRUCTURE

EXHIBIT B1 - GMP1 - SITE 3 SCHEDULE OF VALUES

CITY OF CHANDLER PROJECT NO.: WW1506.251

ACHEN-GARDNER CONSTRUCTION PROJECT NO.: 3453100



Achen-Gardner Construction, LLC

550 South 79th Street

Chandler, AZ 85226-4706

Office: 480-940-1300 / Fax: 480-940-4576

Plan Date **65%**

Date: **04/29/15**

Revision: **3.0**

Dwg. Date: **04/2015**

GMP Bid Item/ Client #	DESCRIPTION	UM	GMP QUANTITY	GMP UNIT COST	GMP TOTAL COST
WORK SCOPE ITEMS					
01	MOBILIZATION	LS	1	4,007.85	4,007.85
02	SURVEY	LS	1	2,000.00	2,000.00
03	SURVEY AS-BUILTS	LS	1	700.00	700.00
04	DUST CONTROL	LS	1	4,650.00	4,650.00
05	CONSTRUCTION WATER	LS	1	4,600.00	4,600.00
06	SWPPP	LS	1	2,320.66	2,320.66
07	SWEEPING	LS	1	6,600.00	6,600.00
08	TRENCH SAFETY/TRAFFIC PLATES	LS	1	12,881.44	12,881.44
09	DEWATER EXISTING PIPE	LS	1	1,311.90	1,311.90
10	REMOVE EXISTING 10" WATERLINE	LF	310	25.00	7,750.00
11	REMOVE EXISTING 6" WATERLINE		387	20.02	7,747.74
12	SAW/REMOVE/REPLACE AC PAVEMENT	SY	30	118.90	3,567.00
13	REMOVE ALLEY PAVEMENT/REPLACE WITH MILLINGS	SY	884	12.14	10,731.76
14	REMOVE/REPLACE ALLEY SIDEWALK & RAMP	LS	1	1,957.36	1,957.36
15	REMOVE VALLEY GUTTER	LF	210	9.47	1,988.70
16	REPLACE VALLEY GUTTER	LF	210	14.59	3,063.90
17	16" X 8" TAPPING SLEEVE/VALVE	EA	1	6,802.51	6,802.51
18	10" DIP PC350 WATERLINE	LF	310	149.70	46,407.00
19	10" GATE VALVE W/ BOX/COVER	EA	2	1,527.06	3,054.12
20	10" CONNECT TO EXISITNG STA 13+45	EA	1	4,030.51	4,030.51
21	8" DIP PC350 WATERLINE	LF	387	142.88	55,294.56
22	8" GATE VALVE W/ BOX/COVER	EA	1	1,757.07	1,757.07
23	6" DIP PC350 WATERLINE	LF	30	65.88	1,976.40
24	6" GATE VALVE W/ BOX/COVER	EA	1	1,211.02	1,211.02
25	4" CONNECT TO EXISTING FIRE-LINE	EA	1	1,741.34	1,741.34
26	4" GATE VALVE W/ BOX/COVER	EA	1	1,084.02	1,084.02
27	CONNECT TO EXISTING HYDRANTOR INSTALL NEW HYDRANT	EA	1	799.07	799.07
28	WATER SERVICE COC STD DET C-301	EA	6	905.36	5,432.16
					-
SUBTOTAL - WORK SCOPE ITEMS					205,468.09
ALLOWANCE ITEMS					
29	TEMPORARY PARKING ACCESS (ALLOWANCE)	LS	1	\$ 10,000.00	10,000.00
30	TRAFFIC/PEDESTRIAN CONTROL (ALLOWANCE)	LS	1	\$ 11,736.00	11,736.00
31	VARIABLE MESSAGE BOARDS (ALLOWANCE)	LS	1	\$ 5,620.00	5,620.00

DOWNTOWN SITES 3,4,5,6, AND 7 WATER-WASTEWATER INFRASTRUCTURE

EXHIBIT B1 - GMP1 - SITE 3 SCHEDULE OF VALUES

CITY OF CHANDLER PROJECT NO.: WW1506.251

ACHEN-GARDNER CONSTRUCTION PROJECT NO.: 3453100



Achen-Gardner Construction, LLC

550 South 79th Street

Chandler, AZ 85226-4706

Office: 480-940-1300 / Fax: 480-940-4576

Plan Date **65%**

Date: **04/29/15**

Revision: **3.0**

Dwg. Date: **04/2015**

GMP Bid Item/ Client #	DESCRIPTION	UM	GMP QUANTITY	GMP UNIT COST	GMP TOTAL COST
32	OFF DUTY OFFICER (ALLOWANCE)	HR	40	\$ 72.00	2,880.00
33	PAVEMENT MARKING REPLACEMENT (ALLOWANCE)	LS	1	\$ 1,000.00	1,000.00
34	FIRE WATCH (ALLOWANCE)	HR	80	\$ 64.57	5,165.60
35	REMOVE EXISTING ACP GAS LINE (ALLOWANCE)	LF	281	\$ 12.33	3,464.73
36	HAZMAT FEES FOR GAS LINE (ALLOWANCE)	LS	1	\$ 820.00	820.00
37	ALT. INSERT-A-VALVE INSTALL IN PAVEMENT (ALLOWANCE)	LS	1	\$ 5,943.37	5,943.37
38	8" INSERT-A-VALVE (ALLOWANCE)	EA	1	\$ 9,133.51	9,133.51
39	4" INSERT-A-VALVE (ALLOWANCE)	EA	1	\$ 7,883.51	7,883.51
40	FURNISH FIRE HYDRANT (ALLOWANCE)	EA	1	\$ 1,947.00	1,947.00
41	TEMPORARY WATER CONNECTIONS (ALLOWANCE)	EA	8	\$ 3,045.57	24,364.56
42	CONCRETE ENCASEMENT MAG 404 (ALLOWANCE)	LF	40	\$ 129.26	5,170.40
43	SLURRY & ASSOCIATED TRUCKING/HAUL-OFF (ALLOWANCE)	CY	1,200	\$ 55.33	66,396.00
44	VINTAGE PROP. 2" SERVICES (ALLOWANCE)	EA	5	\$ 1,254.66	6,273.30
45	VINTAGE PROP. 6" FIRE LINE W/VALVE (ALLOWANCE)	LF	20	\$ 187.90	3,758.00
46	HYDRO SOFT-DIG EXCAVATION SUPPORT (ALLOWANCE)	HR	184	\$ 167.95	30,902.80
47	R&R DECORATIVE SIDEWALK/PAVERS (ALLOWANCE)	LS	1	\$ 4,992.69	4,992.69
48	TEMPORARY SCREENED FENCE (SITE 3)(ALLOWANCE)	LS	1	\$ 4,532.29	4,532.29
					-
	<u>SUBTOTAL - ALLOWANCE ITEMS</u>				211,983.76
					-
	Subtotal #1 / Running Total #1 - Work Item Direct Costs				417,451.85
1001	General Conditions (See Exhibit C)	MO.	2	26,032.00	52,064.00
	Subtotal #2 - Management Indirect Costs				52,064.00
	Running Total #2 - Total Direct Costs + Management Indirect Costs				469,515.85
1002	Contractor's Fee (7.5% OH + 2.5% Profit of Running Total #2)(7.4% on Total Contract Amount)	%	10%		46,951.59
	Subtotal #3 - Fee				46,951.59

DOWNTOWN SITES 3,4,5,6, AND 7 WATER-WASTEWATER INFRASTRUCTURE

EXHIBIT B1 - GMP1 - SITE 3 SCHEDULE OF VALUES

CITY OF CHANDLER PROJECT NO.: WW1506.251

ACHEN-GARDNER CONSTRUCTION PROJECT NO.: 3453100



Achen-Gardner Construction, LLC

550 South 79th Street

Chandler, AZ 85226-4706

Office: 480-940-1300 / Fax: 480-940-4576

Plan Date 65%

Date: 04/29/15

Revision: 3.0

Dwg. Date: 04/2015

GMP Bid Item/ Client #	DESCRIPTION	UM	GMP QUANTITY	GMP UNIT COST	GMP TOTAL COST
	Running Total #3 - Total w/o Bond, Insurance, Tax and Contingency				516,467.44
1003	General Liability, Auto Insurance, Workers Comp., Builder's Risk (1.5% of Running Total #3)	%	1.5%		7,747.01
1004	General Contractor's Bond (1% of Running Total #3) (Allowance)	%	1.0%		5,164.67
	Subtotal #4 - Markups				12,911.68
	Running Total #4 - Total w/o Tax and Contingency				529,379.12
1005	Sales Tax (COC 7.8% of 65%% or 5.07% of Running Total #4)	%	5.07%		26,839.52
1005a	Estimated Sales Tax Credit for Waterline Materials				(13,000.00)
	Subtotal #5 - Tax				13,839.52
	Running Total #5 - TOTAL GMP (Before Contingencies)				543,218.64
1006	Construction Contingency (% of Running Total #5 less GCs)	%	5.0%		24,557.73
	Subtotal #6 - Construction Contingency				24,557.73
	Running Total #6 - TOTAL GMP (w/Construction Contingency)				567,776.37
1007	Owner's Allowance (% of Running Total #6)	%	5.0%		28,388.82
	Subtotal #7 - Owner Allowance				28,388.82
	Running Total #7 - Total GMP (w/ Owner Allowance)				596,165.19

EXHIBIT B2: GMP1 SCHEDULE OF GENERAL CONDITIONS

April 29, 2015

Downtown Sites 3,4,5,6, and 7 Water-Wastewater Infrastructure

GMP1 – Site 3

City of Chandler Project No. WW1506.251 / Achen-Gardner No. 3453100

See attached Schedule of General Conditions



DOWNTOWN SITES 3,4,5,6, AND 7 WATER-WASTEWATER INFRASTRUCTURE

EXHIBIT B2 - GMP1 - SITE 3 GENERAL CONDITIONS

CITY OF CHANDLER PROJECT NO.: WW1506.251

ACHEN-GARDNER CONSTRUCTION PROJECT NO.: 3453100



Achen-Gardner Construction, LLC

550 South 79th Street

Chandler, AZ 85226-4706

Office: 480-940-1300 / Fax: 480-940-4576

Date: 4/29/2015

Revision: 3.0

Item No.	Description	UM	GMP Quantity	GMP % Utilization	GMP Unit Cost	GMP Total Cost
1001.1	PROJECT MANAGER (Christie Hall)(30%)	HR	352	30.00%	110.00	\$ 11,616.00
1001.2	PROJECT SUPERINTENDENT (Stephen Bacon)(100%)	HR	352	100.00%	99.00	\$ 34,848.00
1001.3	PROJECT YARD (ASSUMING USE OF CITY SITE 7)	MO	-	100.00%	1700.00	\$ -
1001.4	FIELD OFFICE RENTAL (1 EA)	MO	-	100.00%	1000.00	\$ -
1001.5	TEMPORARY POWER HOOK-UPS	LS	-	100.00%	2500.00	\$ -
1001.6	POWER AND UTILITIES	MO	-	100.00%	250.00	\$ -
1001.7	STORAGE CONTAINERS (2 EA)	MO	2.0	200.00%	350.00	\$ 1,400.00
1001.8	FIELD OFFICE WATER	MO	-	100.00%	150.00	\$ -
1001.9	CONSTRUCTION YARD FENCE (SCREENED)	MO	2.0	100.00%	850.00	\$ 1,700.00
1001.10	OFFICE EQUIP & SUPPLIES	MO	2.0	100.00%	250.00	\$ 500.00
1001.11	MISC OFF & YARD TRASH DUMPSTERS	MO	2.0	100.00%	300.00	\$ 600.00
1001.12	PROJECT FIELD TOILETS (2 EA)	MO	2.0	200.00%	100.00	\$ 400.00
1001.13	PROJECT ICE & DRINKING WATER	MO	2.0	100.00%	250.00	\$ 500.00
1001.14	PROJECT PRE-CONSTRUCTION VIDEO	LS	1	100.00%	500.00	\$ 500.00
	TOTAL GMP GENERAL CONDITIONS	LS				\$ 52,064.00
1001	TOTAL GMP GENERAL CONDITIONS	MO	2			\$26,032.00

**EXHIBIT C1: GENERAL INCLUSIONS, EXCLUSIONS, ASSUMPTIONS, AND
CLARIFICATIONS**

April 29, 2015

Downtown Sites 3,4,5,6, and 7 Water-Wastewater Infrastructure

GMP1 – Site 3

City of Chandler Project No. WW1506.251 / Achen-Gardner No. 3453100

GENERAL CLARIFICATIONS, ASSUMPTIONS, INCLUSIONS & EXCLUSIONS

- 1) Contract Articles 8.2.1 Contract Price and 9.1 Payment Procedures – For all Work Items not denoted “Allowance”, the CMAR has developed Unit Prices (UP) reflecting the “actual cost” of the work described. Any quantity over or under runs will be made based upon progress and final measured quantities and compensated at these established UP.
- 2) Contract Article 8.2.3 Contract Price, Insurance Reimbursement – Insurance will be compensated for at a fixed percentage of 1.5% of Subtotal #4, see GMP Item No. 1003.
- 3) Contract Article 11 CMAR Representations - This GMP excludes all costs associated with removing, replacing and/or relocating any existing buried and/or overhead utilities not detailed in documents listed in GMP Documents Item No. 7 and/or Bid Item Clarifications. CMAR does accept responsibility for protecting any existing utilities shown on the Project Plans (re: GMP Documents Item No. 7) and/or that have been properly located/ identified by locators (i.e. Blue-stake) and/or identified during design potholing. As such, CMAR takes exception to and excludes the following statement in General Note 7 on sheet 3 of the project plan set; “and shall eliminate all conflicts prior to start of construction”. Conflicts shall be addressed as agreed upon by the project team during the construction phase.
- 4) GMP excludes all costs associated with City permit and plan review fees, Quality Assurance (QA) (i.e. inspection and testing) costs, impact fees, and utility company fees and/or any other fees not specifically identified herein.
- 5) Hazardous Materials – GMP includes only the handling and/or disposing of potential asbestos wrapped abandoned gas pipe.
- 6) GMP Schedule - Proposed Project Schedule, excludes logic associated with acquiring temporary construction easements, permanent easements, permanent right-of-way of any kind, and/or dry utility relocations required to construct this Project’s improvements. This GMP assumes ALL right-of-way and easements required to construct the Project have been or will be acquired by prior to construction NTP.
- 7) GMP1 DOCUMENTS -The following documents were utilized in preparing this GMP Proposal:
 - City of Chandler Downtown Sites 3, 4, 5, 6, and 7 Water and Wastewater Infrastructure, Preliminary Design Report by Carollo, Draft, Dated April 2015.
 - City of Chandler Arizona, Downtown Site 3 Water Infrastructure, Project No. WW1506.401, 65% Plan set, by Carollo, dated April 2015
 - Site 3 BFP Meter Exhibit by Carollo furnished on 04/29/15
 - Pothole data furnished by RTU on 04/18/15
 - Updated pothole data furnished by RTU on 04/28/15
 - Achen-Gardner’s GMP1 Site 3 Proposal and Exhibits dated April 29, 2015

**EXHIBIT C2: PAY ITEM INCLUSIONS, EXCLUSIONS, ASSUMPTIONS, AND
CLARIFICATIONS**

April 29, 2015

Downtown Sites 3,4,5,6, and 7 Water-Wastewater Infrastructure

GMP1 – Site 3

City of Chandler Project No. WW1506.251 / Achen-Gardner No. 3453100

- 1 Pay Item 12: All asphalt trench patch replacement is by hand. Asphalt installed with laydown machine is excluded.
- 2 Pay Item 18: 10-inch (Total of 6-11.25 Deg. Bends, Vertical)
 - 164 LF at approx. 5.5 feet of cover
 - 38 LF at approx. 7.5 feet of cover
 - 108 LF at approx. 5.5 feet of cover
- 3 Pay Item 21: 8-inch (Adding 4-11.25 Deg. Bends, Vertical and 2-90 Deg. Bends):
 - 165 LF at approx. 6 feet of cover
 - 190 LF at approx. 8.5 feet of cover
 - 31 LF at approx. 4.5 feet of cover in Chandler Blvd, but we may have to go under the FO in PH 1, depending on the other utilities you find in the field and that could be approx. 11 feet of cover for this distance.
- 4 Pay Items 18 and 21: Hourly cost for pipe crew = \$443/hour (see attached cost detail). This hourly rate was utilized to calculate the GMP costs for these two pay items. This rate may be utilized for adjustments up and down in GMP based on final duration to install the waterline pipe.
- 5 Pay Item 34: Fire watch shall be one laborer to provide on-site surveillance for businesses whose sprinkler system service is interrupted during the course of this project. Price excludes all specialty training or certifications for surveillance personnel. Fire watch shall be compensated at the unit cost per hour of surveillance provided per each laborer provided.
- 6 Pay Items 37, 38 and 39: Inserta valve allowance pay items exclude installation under pavement/pavement restoration. If inserta valves need to be installed in pavement, the additional costs for work in pavement shall be compensated by pay item 37.
- 7 Pay Item 41: Temporary water services connections assumes that temporary connection for the 4" fire riser located at Station 11+85 can be supported from a temporary line installed from a fire hydrant. The temporary water line is to be installed underground, where possible, with no greater than two feet of cover. Price excludes any specialty fire or building inspection fees and or review fees. Price excludes cost for water.
- 8 Pay Item 43: All slurry and associated trucking/haul-off of spoils shall be compensated at the unit cost per cubic yard of delivered slurry provided in the allowance pay item.
- 9 Pay Item 46: Hydro soft-dig excavation will be utilized for trench excavation in the vicinity of existing utilities and shall be compensated at the unit cost per hour provided in allowance pay item.

- 10 Pay Item 47: Remove and Replace decorative sidewalk and pavers shall be the removal and replacement of approximately 100 square feet of pavers, slurry base, and or sidewalk required for the waterline tie-in located at approximately Station 13+45. At this time the exact tie-in location and required sidewalk/paver removal area is unknown. The cost for this work shall be compensated for by time and materials required to return the sidewalk and pavers to their original condition.
- 11 Pay Item 48: Temporary fence includes 1,200 LF of temporary chain link fence installed on stands with privacy screen for a rental period of two months.
- 12 Pay Item 1005a: Estimated Sales Tax Credit for waterline materials is \$13,000. Actual credit base on purchased materials will apply.
- 13 All pipe tie-ins shall be disinfected by swab method.
- 14 Relocation of existing utilities is excluded.
- 15 GMP Proposal is based on one mobilization and continuous work to completion.
- 16 It is assumed that the Construction Yard will be located on Site 7 and furnished by the City for the cost to the project of \$1.
- 17 Traffic control for the work in Chandler Blvd. shall include removing the traffic control daily (this work is planned for a 5-day duration; Monday through Friday).
- 18 Both north/south and east/west alleys shall be closed Monday through Friday x 24 hours and opened for access beginning Friday at 5:00 p.m. through Monday at 5:00 a.m. The following exceptions during construction work hours shall be accommodated for access: Estimated one (1) even per week.
- 19 Excludes shoring and excavation equipment for excavations greater than 12 feet in depth.

EXHIBIT D: CONSTRUCTION SCHEDULE

April 29, 2015

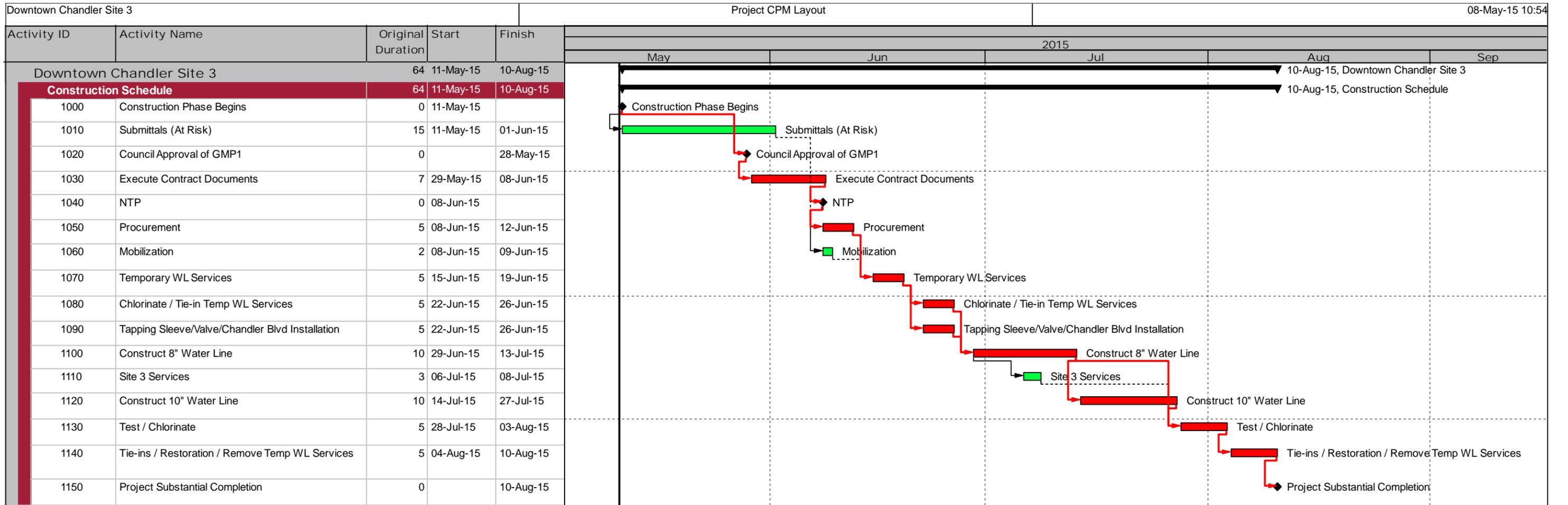
Downtown Sites 3,4,5,6, and 7 Water-Wastewater Infrastructure

GMP1 – Site 3

City of Chandler Project No. WW1506.251 / Achen-Gardner No. 3453100

See attached Construction Schedule

EXHIBIT D - CONSTRUCTION SCHEDULE



█ Actual Work
 █ Critical Remaining Work
 Summary
█ Remaining Work
 ◆ Milestone

EXHIBIT E: SUBCONTRACTOR AND SUPPLIER RECOMMENDATIONS

April 29, 2015

Downtown Sites 3,4,5,6, and 7 Water-Wastewater Infrastructure

GMP1 – Site 3

City of Chandler Project No. WW1506.251 / Achen-Gardner No. 3453100

Company	Business Address	Full Name	Business Pho...	E-mail
Categories: Aggregate Supplier (3 items)				
CalPortland	2400 North Central Avenue, Suite 301, Phoenix, Arizona 85004	Gary Slone	(602) 817-6945	gslone@calportland.com
Cemex	4646 East Van Buren Street, #250, Phoenix, Arizona 85008	Ray Driggs	(602) 809-1084	jdriggs@cemexusa.com
Hanson Cement Group	4127 East Van Buren, Suite 205, Phoenix, Arizona 85008	Mike Golden	(602) 291-4848	mike.golden@hanson.biz
Categories: Asphalt Paving (3 items)				
C & L Asphalt Patching LLC	P.O. Box 1089, Higley, Arizona 85236	Cynthia Spradlin	(623) 247-1451	cnl@cnlasphalt.com
L & L Asphalt LLC	1452 East Alameda, Phoenix, Arizona 85024	Rita Lawrence	(623) 434-1200	rita@llasp.com
Trafficade	17046 South Weber Drive, Chandler, Arizona 85226	Able Duenez	(602) 431-0911	abel@trafficade.com
Categories: Concrete Supplier (3 items)				
CalPortland	2400 North Central Avenue, Suite 301, Phoenix, Arizona 85004	Gary Slone	(602) 817-6945	gslone@calportland.com
Cemex	4646 East Van Buren Street, #250, Phoenix, Arizona 85008	Ray Driggs	(602) 809-1084	jdriggs@cemexusa.com
Hanson Cement Group	4127 East Van Buren, Suite 205, Phoenix, Arizona 85008	Mike Golden	(602) 291-4848	mike.golden@hanson.biz
Categories: Disinfection Services (1 item)				
Statewide Disinfection Service	344 South Hawes, Mesa, Arizona 85208	Jim Wright	(480) 981-8859	cl2wright@aol.com
Categories: Fence Subcontractor (2 items)				
American Fence Company	2502 North 27th Avenue, Phoenix, Arizona 85009	Bill Wallis	(602) 734-2824	bill.wallis@americanfence.com
National Construction Rentals	2131 West Roosevelt Street, Phoenix, Arizona 85009	Mary Pectral	(602) 253-5006	MPectral@rentnational.com
Categories: Off-Duty Officers (2 items)				
Law Enforcement Specialists, Inc.	P.O. Box 11656, Glendale, Arizona 85318	Becky Bernel	(623) 825-6700	info@lesaz.com
Right Choice	P.O. Box 10637, Glendale, Arizona 85318	Pauline Roybal	(623) 334-2740	
Categories: Pipe Supplier (3 items)				
Dana Kepner	2401 South 19th Avenue, Phoenix, Arizona 85009	Lex Cassiere	(602) 255-0234	lcassiere@danakepner.com
Ferguson Enterprises, Inc.	111 East Buckeye Road, Suite 5, Phoenix, Arizona 85004	Hector Flores	(602) 495-8420	hector.flores@ferguson.com
Fullerform Irrigation Works	24 East Pioneer Street, Phoenix, Arizona 85040	Darwin Viker	(602) 268-5701	darviker@fullerform.com
Categories: Pipe Taps (1 item)				
Pipeline Services, Inc.	3825 South 27th Street, Phoenix, Arizona 85040	Bruce Martell	(480) 675-8767	bruce@pipelineservices.net
Categories: Survey (3 items)				
Ritoch-Powell & Associates	5727 North 7th Street, Suite 120, Phoenix, Arizona 85014	Karl Obergh	(602) 263-1177	KObergh@ritochpowell.com
Survey Innovations Group, Inc.	7301 E. Evans Road, Scottsdale, Arizona 85260	Randy Hager	(480) 922-0780	RandyH@sigsurveyaz.com
EPS Group	2045 South Vinyard Avenue, Suite 101, Glendale, Arizona 85210	Brandyn Jones	(480) 503-2250	brandyn.jones@epsgroupinc.com
Categories: Temp Potable Water Service (1 item)				
Jims Water Truck Service, LLC	2415 N Pioneer, Mesa, AZ 85203	Jim Boyle	(480) 969-1882	jim@jimsh2o.com
Categories: Traffic Control (1 item)				
Trafficade	17046 South Weber Drive, Chandler, Arizona 85226	Able Duenez	(602) 431-0911	abel@trafficade.com
Categories: Trucking (3 items)				
Mb Trucking	5248 West Topeka Drive, Glendale, Arizona 85308	Matt Brusha	(623) 628-6993	mbrusha@live.com
Matt Brown Trucking	36310 North 26th Place, Cave Creek, Arizona 8533	Matt Brown	(602) 361-2174	matt@mattbrowntrucking.com
JC Trucking		John Vandellan	(602) 723-1268	jonvandellan@gmail.com

Refer to List of Subcontractors and Suppliers above for all solicited.

<u>SCOPE OF WORK</u>	<u>Subcontractor/Supplier</u>	<u>Amount</u>	<u>Condition For Selection</u>	<u>Comments</u>
Aggregates	Cemex	\$1,568.20	Lowest qualified bidder	
Asphalt	TBD	\$3,928.00	Plug number used. Refer to the list of suppliers above	Small amount of asphalt; supplier selection will take place at the time asphalt is needed based on who can furnish the mix at that time.
Concrete (Ready Mix)	Hanson	\$62,491.00	Lowest qualified bidder	
Disinfection	Statewide	\$1,338.70	Pre-qualified	Small scope/dollar amount; working with subcontractor we know to provide quality services.
Fencing	All-Pro Fence	\$3,440.00	Lowest qualified bidder	American Fence – No bid received
Off-duty Officers	LES, Right Choice, City of Chandler	Hourly \$63.13 (City) \$72.00 (LES) \$78.00 (Rt Ch)	Availability and responsiveness will dictate who is utilized. All three may be utilized	We will contact the City first, then LES, then Right Choice.
Pipe	Ferguson	\$38,024.00	Lowest qualified bidder	
Pipe Tapping	Pipeline Services	\$9,400.00	Pre-qualified bidder	Only source for this service.
Survey	EPS Group	\$2,700.00	Lowest qualified bidder	
Traffic Control	Trafficade	\$19,256.00	Pre-qualified based on availability and work experience in downtown Chandler	

- 1) Refer to Subcontractors/Suppliers Selection Documentation and associated quotations (Exhibit F). This GMP Submittal is based on these and as such subject to associated inclusions, exclusions, and clarifications. These documents are incorporated into this GMP Proposal by reference.
- 2) This summary reflects competitive bids with a specific scope/Schedule of Values provided to all subcontractors and suppliers at the time of solicitation and selected recommendations. Actual quantities and extended totals reflected in the SOV may be different based on final quantity and cost adjustments due to ongoing revisions.

EXHIBIT F: SUBCONTRACTOR AND SUPPLIER QUOTES

April 29, 2015

Downtown Sites 3,4,5,6, and 7 Water-Wastewater Infrastructure

GMP1 – Site 3

City of Chandler Project No. WW1506.251 / Achen-Gardner No. 3453100

See attached subcontractor and supplier quotes and documentation

Analyze Quotes

Folder: 2110 AGGREGATES
 HANSON AND CALPORTALND DID NOT PROVIDE A QUOTE FOR ABC.

Vendor Code:	PLUG	CEMEX	CALPORTLAND
Vendor Name:	PLUG	CEMEX	CALPORTLAND
Vendor Phone:			

Resource Description	Quantity Unit	UP	UP	UP
23101120 PIPE ABC	103.00 TN		9.400	
23108110 TRACKOUT ROCK 1-3"	30.00 TN	20.000 P	20.000 P	

Totals:		600.00	1,568.20	
Difference From Plug:		-968.20		-1,568.20

Note:
 A "P" beside a price indicates a plug price.
 Bold indicates that the vendor is selected.



Entry Date 4/27/2015 Price Expires 9/30/2015

**USA-West Region: Aggregate / Asphalt / Ready-Mix
Sales Quotation**

36215 Revision 0

Downtown Sites City of Chandler

Customer Project	Downtown Sites City of Chandler	Quotation No	36215
Customer Job No		Dodge No	
		Job No	
		Bid Date	4/27/2015
Ship Address	Chandler Blvd & Arizona Ave	Entered by	jdriggs
Corner / Intersection			
City / State / ZIP	Chandler Az		
Customer	Achen Gardner Engineering LLC	Salesman	Ray Driggs
Contact	Andy Mortensen	Phone: Cell	602-809-1084
Phone: Cell		Phone: Office	602-416-2735
Phone: Office	480-403-9452	Fax	602-416-2973
Fax	480-940-4576	Email	ray.driggs@cemex.com
Email	amortensen@achen.com		

Note to Customer: REDI MIX // ENVIRO AND FUEL FEES ARE INCLUDED IN THE PRICE.
FOR ANY ADDITIONAL REDI MIX FEES // SEE FOLLOWING PAGES

Line	Priority	Material	Commodity	Qty	Delv	Comment	Truck	Plant	Plt#
Aggregates									
00	Prry	1553461							
10	Prry	1307799	Base/Fill; ABC, MAG	100	Ton	\$9.40	Super18	Cemex Plant	148
20	Prry	1401304	DIRT DUMPING FEE	75	Load	\$10.00 PER / LOAD	Not Specified	Cemex Plant	148
CLEAN DIRT DUMP AT SACATON PLANT # 8985 // LOCATED ON ARIZONA AVE, 6 MILES SOUTH OF RIGGS RD ON THE EAST SIDE									
Ready-Mix									
00	Prry	1202749							
30	Prry	1332797	1/2 SK SLURRY	750	CY	\$50.25 THRU: 9-30-15	RM Truck	San Tan RM	4112
40	Prry	1554955	MAG B 2500 PSI	12	CY	\$77.25 THRU: 9-30-15	RM Truck	San Tan RM	4112
50	Prry	1555049	MAG A 3000 PSI	10	CY	\$79.25 THRU: 9-30-15	RM Truck	San Tan RM	4112



Entry Date 4/27/2015 Price Expires 9/30/2015

USA-West Region: Aggregate / Asphalt / Ready-Mix Sales Quotation

36215 Revision 0

Downtown Sites City of Chandler

General Terms and Conditions

Quote must be accepted within 30 Days

Upon acceptance of this quote, the CEMEX Sales Department requires timely notification, 1-2 weeks prior to placing order. This will help eliminate billing errors and allow time to prepare mix design submittals when requested.

UPON ACCEPTANCE OF THIS QUOTE, PLEASE SIGN FAX BACK TO 602-416-2973

1% discount available on payments received on or before the 15th of the month following purchase. 1.5% service charge will be added to past due balances.

All quoted prices are based on total materials and are good only for the project and through the date listed above. This quotation also subject to Standard CEMEX Terms and Conditions.

CEMEX reserves the right to adjust pricing and quantities based on material availability and/or adverse market conditions.

Quoted delivered prices are subject to change due to volatility of diesel fuel prices.

Additional Ready Mix Terms and Conditions

Retarder		Short Load		Accelerator		Additional Charges	
Chilled Water	\$2.00/yd	4<6 cyd	\$100	Hot Water	\$2.00/yd	Sat / yd	\$10.00
Summer Set1	\$3.00/yd	2<4 cyd	\$125	Winter Set1	\$4.00/yd	Ice / lb	\$0.40
Summer Set2	\$4.00/yd	1<2 cyd	\$150	Winter Set2	\$7.00/yd	Enviro / ld	
Summer Set3	\$5.00/yd			Winter Set3	\$10.00/yd	Bckt Wsh/ ld	\$25.00
Summer Set4	\$6.00/yd			Winter Set4	\$13.00/yd	Fuel "1/15" / ld	

IF ICE IS REQUIRED TO MAINTAIN 90 DEGREE TEMPERATURES, IT WILL BE AT THE EXPENSE OF THE CONTRACTOR AT \$0.40 PER LB. COLOR WASHOUT FEE IS \$20.00 PER LOAD. WAITING AND UNLOAD TIME IS \$2.00 PER MINUTE AFTER ALLOWED TIME OF 4 MINUTE / CUBIC YARD, A MAXIMUM OF 45 MINUTES PER TRUCK.

Landfill Terms and Conditions

All loads need to be free fo deleterious materials including but not limited to the following:

- | | | |
|-------------------------|----------------------|--------------------------------|
| Hazardous materials | Green waste | Organic material |
| Floor tiles with mastic | Concrete with mastic | Asbestos |
| ACP/Transit pipe | Paper products | Trash: Household or Commercial |

If any materials that are delivered to the site are found to be unsuitable as defined above; they will be loaded back on the truck and a re-handling fee of \$40.00 will be assessed to cover the additional costs.

Mixed loads are defined as loads that have any combination of dirt, concrete, or asphalt mixed together in excess of acceptable ratios. Additionally, loads including RGRCP pipe will also be treated as mixed loads due to the increased difficulty in the handling / recycling of this type of material.

Customer Signature

Date:



Entry Date 4/27/2015 Price Expires 9/30/2015

USA-West Region: Aggregate / Asphalt / Ready-Mix Sales Quotation

36215 Revision 0

Downtown Sites City of Chandler

Aggregate Asphalt Additional Charges

Plant Open Fee : \$500.00 \$/Shift
Weekends and Off Hrs
Full Freight Fee: See Below
Standby Charge: \$0.00 \$/Min

Note: Effective July 1, 2013 the following fee will replace Cemex Short Load Fees:

Full Freight Recovery Fees: Fee = [22 ton less Actual Ton] x Actual Freight Cost / Ton

These fees will apply to any shipment requested at less than full load [22 ton]

Analyze Quotes

Folder: 2210 ASPHALT

Vendor Code: PLUG

Vendor Name: PLUG

Vendor Phone:

Bid	Activity	Resource	Description	Quantity	Unit	UP	UP	UP
110	410010	2410112	SAW/REMOVE/REPLACE A	10.00	TN	110.000 P		
120	410010	2410112	REMOVE ALLEY PAVEME	144.00	TN	12.000 P		
350	410010	2410112	ALT. INSERT-A-VALVE IN	10.00	TN	110.000 P		

Totals: 3,928.00

Difference From Plug:

Note:

A "P" beside a price indicates a plug price.

Bold indicates that the vendor is selected.

Analyze Quotes

Folder: 2640 READY MIX

Vendor Code:		HANSON	CEMEX	CALPORTLAND
Vendor Name:		HANSON	CEMEX	CALPORTLAND
Vendor Phone:				
Resource Description	Quantity Unit	UP	UP	UP
29101005 1/2 SACK CLSM	1,235.00 CY	48.000	51.000	53.000
29101025 MAG B CONCRETE	16.00 CY	67.000	78.000	74.000
29101045 PIPE CONCRETE	11.00 CY	69.000	80.000	76.000
29101046 ENCASEMENT CONCRETE	20.00 CY	69.000	80.000	76.000
Totals:		62,491.00	66,713.00	68,995.00
Difference From Plug:			4,222.00	6,504.00

Note:
 A "P" beside a price indicates a plug price.
 Bold indicates that the vendor is selected.



4127 E. Van Buren St. #205
 Phoenix, Arizona 85008
 Sales: 602-685-4821
 Fax: 602-275-9146

Concrete Dispatch: 602-685-3400

Quotation No. 101846

Sales Rep

Golden, Michael A

JOB NAME DOWNTOWN SITES - SITE 3	MAP 167-3	JOB / P.O. NUMBER 59775/	QUOTE DATE 4/27/2015
JOB LOCATION CHANDLER AVE & ARIZONA AVE CHANDLER, AZ			JOB START DATE

CUSTOMER: ACHEN GARDNER ENGINEERING LLC
 CONTACT: ANDY MORTENSEN 480 940-1300 amortensen@achen.com
 STREET ADDRESS: 550 SOUTH 79TH STREET
 CITY, STATE, ZIP: CHANDLER AZ, 85226
 CUSTOMER NO.: 1404656

BID DATE
April 27, 2015

EXPIRATION DATE

October 31, 2015

 ** See Escalator Clause

QTY	UOM	MATERIAL DESCRIPTION	PRODUCT CODE	PRICE
0	DS	NON-CHLORIDE ACCELERATOR (PER UNTI)	3333	\$.60
0	LB	ICE (PER LB./PER YARD)	8300	\$.33
0	DS	RETARDER (LEVEL PER YARD)	5161	\$ 1.00
0	EA	SATURDAY CHARGE - P/YD - SUBJECT TO AVAI	9960	\$ 3.00
0	EA	STAND-BY - CONCRETE - PER MINUTE	9999	\$ 2.00
0	EA	SATURDAY - OPEN UP CHARGE	5402	\$ 1500.00
0	EA	SUNDAY - OPEN-UP CHARGE	5401	\$ 3000.00
0	EA	WATER-CHILLED-PER YARD	8200	\$.00
0	EA	WATER - HOT - PER YARD	5060	\$.00
0	EA	OPEN UP CHARGE - WEEKDAY	5404	\$ 3000.00
0	EA	ORDERBACK FEE - MULTIPLE ORD BK SAME ORD	ORDBK	\$ 25.00
0	EA	HOLIDAY - OPEN UP CHARGE	5405	\$ 5000.00
0	EA	COLOR WASH OUT	5406	\$ 25.00
0	EA	FIBERS - MICRO - PER YARD	8000	\$ 6.00
0	EA	FIBERS- REGULAR- 1.5# PER YARD	8100	\$ 7.50
0	LB	ICE (PER LB./PER YARD)	8300	\$.35
750	CY	1/2 SACK ABC SLURRY	PHCLSM	\$ 48.00
12	CY	MAG B, 1"	2253131	\$ 67.00
10	CY	MAG A, 1"	2303141	\$ 69.00

ADDITIONAL COMMENTS: SHORT LOAD CHARGES DO NOT APPLY
 HANSON DOES NOT A DUMP SITE IN THIS LOCATION

PRICES DO NOT INCLUDE TAX, IF APPLICABLE RATE IS 8.30%

Escalation Notes:

Signature: Michael Golden Date: 4/27/2015

- CONCRETE TERMS AND CONDITIONS**
- ALL ORDERS AND QUOTED PRICES ARE SUBJECT TO CREDIT APPROVAL.
 - Stand by Charges: First five (5) minutes per yard at no charge. Thereafter \$2.00 per minute (\$120.00 Per Hour).
 - Cancellation for deliveries during non-operating hours requires 48 hours notice.
 - Hanson Aggregates of Arizona, Inc. is not responsible for damage to tools, vehicles, or equipment on the job-site.
 - Hanson Aggregates of Arizona, Inc. is not responsible for damage inside the curb line. Owners or buyers are responsible for providing safe and reasonable access to locations where concrete is to be deposited.
 - All materials are subject to availability and may be allocated or not available if shortages develop, inclement weather, or acts of God occur.
 - There is a required 3 yard minimum load size for all deliveries of high-performance concrete (strengths in excess of 6000 PSI or sack content above 8), lightweight concrete, or color concrete.
 - Customer shall provide an authorized person to sign each delivery ticket.
 - Customer is responsible for providing a contained area for the ready mix truck wash out and to properly dispose of the wastewater.
 - Customer is responsible for a safe work environment.
 - All claims regarding delivery or product quality must be submitted in writing within 45 days from the date of service. Claims over 45 days will not be reviewed by Seller
 - Discount 1% 15th Prox, Net 30th Prox.

- Short Load Charges: If applies 1yd - \$240.00 2yd - \$210.00 3yd - \$180.00 4yd - \$150.00 5yd - \$120.00 6yd - \$90.00 7yd - \$60.00 8yd - \$30.00
- This Quote is valid for 60 days following the quote date listed above.

NOTES AND COMMENTS

- **PLEASE CONTACT THE SALES DEPARTMENT PRIOR TO ORDERING FOR A PROJECT THAT WE ARE GOING TO SUPPLY.**
- Please order by product codes when given. Mix designs are available upon request.
- Changes in the cementitious content or admixture dosages will be charged to the customer accordingly.
- Seller is not responsible for concrete temperature and does not warrant that available materials and products will meet specific shrinkage requirements.
- Seller does not warrant against pop-outs, color variations, or cracking. The placement, finish, and overall aesthetics of this product are the responsibility of the Buyer.
- Concrete is not sold for any particular use or purpose and is not warranted to be acceptable for use in the specific environment or soils condition.

Exclusive Warranty and Remedy: Seller warrants that the product sold hereunder will conform to the applicable specifications set forth on the face hereof. EXCEPT FOR SUCH EXPRESS WARRANTY, SELLER MAKE NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, and all other warranties of merchantability and fitness for a particular purpose, are hereby disclaimed. Buyer's sole and exclusive remedy for any defective or non-conforming product shall be, in the Seller's sole determination, (1) the repair or replacement by Seller of the defective product or (2) the refund of the price paid for such product. Seller's liability hereunder shall in no event exceed the amount paid for the product sold hereunder and SELLER SHALL NOT BE LAIBLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES.



Entry Date 4/27/2015 Price Expires 9/30/2015

USA-West Region: Aggregate / Asphalt / Ready-Mix
Sales Quotation

36215 Revision 0

Downtown Sites City of Chandler

Customer Project	Downtown Sites City of Chandler	Quotation No	36215
Customer Job No		Dodge No	
		Job No	
		Bid Date	4/27/2015
Ship Address	Chandler Blvd & Arizona Ave	Entered by	jdriggs
Corner / Intersection			
City / State / ZIP	Chandler Az		
Customer	Achen Gardner Engineering LLC	Salesman	Ray Driggs
Contact	Andy Mortensen	Phone: Cell	602-809-1084
Phone: Cell		Phone: Office	602-416-2735
Phone: Office	480-403-9452	Fax	602-416-2973
Fax	480-940-4576	Email	ray.driggs@cemex.com
Email	amortensen@achen.com		

Note to Customer: REDI MIX // ENVIRO AND FUEL FEES ARE INCLUDED IN THE PRICE. FOR ANY ADDITIONAL REDI MIX FEES // SEE FOLLOWING PAGES

Line	Priority	Material	Commodity	Qty	Delv	Comment	Truck	Plant	Plt#
Aggregates									
00	Prry	1553461							
10	Prry	1307799	Base/Fill; ABC, MAG	100	Ton	\$9.40	Super18	Cemex Plant	148
20	Prry	1401304	DIRT DUMPING FEE	75	Load	\$10.00 PER / LOAD	Not Specified	Cemex Plant	148
CLEAN DIRT DUMP AT SACATON PLANT # 8985 // LOCATED ON ARIZONA AVE, 6 MILES SOUTH OF RIGGS RD ON THE EAST SIDE									
Ready-Mix									
00	Prry	1202749							
30	Prry	1332797	1/2 SK SLURRY	750	CY	\$50.25 THRU: 9-30-15	RM Truck	San Tan RM	4112
40	Prry	1554955	MAG B 2500 PSI	12	CY	\$77.25 THRU: 9-30-15	RM Truck	San Tan RM	4112
50	Prry	1555049	MAG A 3000 PSI	10	CY	\$79.25 THRU: 9-30-15	RM Truck	San Tan RM	4112



Entry Date 4/27/2015 Price Expires 9/30/2015

USA-West Region: Aggregate / Asphalt / Ready-Mix Sales Quotation

36215 Revision 0

Downtown Sites City of Chandler

General Terms and Conditions

Quote must be accepted within 30 Days

Upon acceptance of this quote, the CEMEX Sales Department requires timely notification, 1-2 weeks prior to placing order. This will help eliminate billing errors and allow time to prepare mix design submittals when requested.

UPON ACCEPTANCE OF THIS QUOTE, PLEASE SIGN FAX BACK TO 602-416-2973

1% discount available on payments received on or before the 15th of the month following purchase. 1.5% service charge will be added to past due balances.

All quoted prices are based on total materials and are good only for the project and through the date listed above. This quotation also subject to Standard CEMEX Terms and Conditions.

CEMEX reserves the right to adjust pricing and quantities based on material availability and/or adverse market conditions.

Quoted delivered prices are subject to change due to volatility of diesel fuel prices.

Additional Ready Mix Terms and Conditions

Retarder		Short Load		Accelerator		Additional Charges	
Chilled Water	\$2.00/yd	4<6 cyd	\$100	Hot Water	\$2.00/yd	Sat / yd	\$10.00
Summer Set1	\$3.00/yd	2<4 cyd	\$125	Winter Set1	\$4.00/yd	Ice / lb	\$0.40
Summer Set2	\$4.00/yd	1<2 cyd	\$150	Winter Set2	\$7.00/yd	Enviro / ld	
Summer Set3	\$5.00/yd			Winter Set3	\$10.00/yd	Bckt Wsh/ ld	\$25.00
Summer Set4	\$6.00/yd			Winter Set4	\$13.00/yd	Fuel "1/15" / ld	

IF ICE IS REQUIRED TO MAINTAIN 90 DEGREE TEMPERATURES, IT WILL BE AT THE EXPENSE OF THE CONTRACTOR AT \$0.40 PER LB. COLOR WASHOUT FEE IS \$20.00 PER LOAD. WAITING AND UNLOAD TIME IS \$2.00 PER MINUTE AFTER ALLOWED TIME OF 4 MINUTE / CUBIC YARD, A MAXIMUM OF 45 MINUTES PER TRUCK.

Landfill Terms and Conditions

All loads need to be free fo deleterious materials including but not limited to the following:

- | | | |
|-------------------------|----------------------|--------------------------------|
| Hazardous materials | Green waste | Organic material |
| Floor tiles with mastic | Concrete with mastic | Asbestos |
| ACP/Transit pipe | Paper products | Trash: Household or Commercial |

If any materials that are delivered to the site are found to be unsuitable as defined above; they will be loaded back on the truck and a re-handling fee of \$40.00 will be assessed to cover the additional costs.

Mixed loads are defined as loads that have any combination of dirt, concrete, or asphalt mixed together in excess of acceptable ratios. Additionally, loads including RGRCP pipe will also be treated as mixed loads due to the increased difficulty in the handling / recycling of this type of material.

Customer Signature

Date:



Entry Date Price Expires
4/27/2015 9/30/2015

USA-West Region: Aggregate / Asphalt / Ready-Mix Sales Quotation

36215 Revision 0

Downtown Sites City of Chandler

Aggregate Asphalt Additional Charges

Plant Open Fee : \$500.00 \$/Shift
Weekends and Off Hrs

Full Freight Fee: See Below

Standby Charge: \$0.00 \$/Min

**Note: Effective July 1, 2013 the following fee will
replace Cemex Short Load Fees:**

**Full Freight Recovery Fees: Fee = [22 ton less Actual
Ton] x Actual Freight Cost / Ton**

**These fees will apply to any shipment requested at
less than full load [22 ton]**

Terms and Conditions
(Checked (x) as applied to quotation)

(X) Products quoted per customer's request.

Ready Mix Concrete:

(X) Tempered Water @ \$2.00 per cubic yard.

(X) Ice @ \$0.40 per pound (Requires 3 – 5 business days notice).

(X) Non-Chloride Accelerator @ \$0.09 per ounce.

(X) Recover Set Delay Admixture @ \$0.20 per ounce.

Fiber:

(X) Micro Fiber @ \$6.50 per yard

(X) Macro Fiber (Structural) Priced individually

(X) Standard Liquid Color @ \$2.75 per pound – See mix detail for per yard pricing.

Actual color of concrete may vary due to differences in cement, aggregates, job site conditions and finishing methods. Three yard minimum load required.

(X) Color Washouts @ \$25.00 per load.

() Standby Charges @ \$1.50 per minute beyond 5 minutes per cubic yard.

() Delivery Charges:

1.0 - 1.5 yds = \$ 150.00

2.0 - 3.5 yds = \$ 125.00

4.0 - 5.5 yds = \$ 100.00

(X) Plant Opening Charge: \$ 250.00 per hour/4 hour minimum.

(X) Sunday/Holiday Opening: \$ 500.00 per hour/4 hour minimum.

(X) Split Load Charges @ \$ 250.00 per load.

All materials are produced in conformance with applicable specifications.

CalPortland does not provide Contractor Quality Control.

CalPortland guarantees ticketed mix designs of less than 5000 P.S.I. for loads of three yards or more. Mix strength for loads less than three yards is not guaranteed due to loss of mortar adhering to drum and fins. Ticketed mix designs of 5000 P.S.I. or greater require a four yard minimum.

Due to potentially reactive aggregates in Arizona, CalPortland recommends the use of a Class F Fly Ash to mitigate Alkali Silica Reactivity (ASR). Purchaser shall assume the liability for the use of a cement only mix.

Special Provisions:

Analyze Quotes

Folder: 4525 PIPE DISINFECTION SUB

Vendor Code: STATEWIDE
 Vendor Name: STATEWIDE
 Vendor Phone:

Bid	Activity	Resourc	Description	Quantity	Unit	UP	UP	UP
170	051040	4005104	10" DIP PC350 WATERLINE	310.00	LF	1.100		
200	051040	4005104	8" DIP PC350 WATERLINE	387.00	LF	1.100		
390	051040	4005104	TEMPORARY WATER CON	520.00	LF	1.100		

Totals: 1,338.70
Difference From Plug:

Note:
 A "P" beside a price indicates a plug price.
 Bold indicates that the vendor is selected.

Statewide
Disinfection and
Laboratory Service

Estimate

Date	Estimate #
4/17/2015	313

Name / Address
Achen-Gardner Andy Mortensen Estimator

Project

Description	Qty	Rate	Total
Disinfection of one 281 foot of 10 inch DIP line and one 387 foot of 8 inch DIP line at Chandler Downtown Site 3 note : 2 mobilizations. one each	1	750.00	750.00
Thank you for your business.		Total	\$750.00

Phone #	Fax #	E-mail	Web Site
480 981 8859	480 984 9616	cl2wright@aol.com	www.statewidedisinfectionservice.com

Analyze Quotes

Folder: 4320 FENCING SUB

Vendor Code: ALL-PRO FEN NATIONAL C AMERICAN
 Vendor Name: ALL-PRO FEN NATIONAL C AMERICAN
 Vendor Phone:

Bid	Activity	Resourc	Description	Quantity	Unit	UP	UP	UP
447	031030	4003103	TEMPORARY FENCE (ALL	1,200.00	LF	1.350	1.590	
447	031031	4003103	TEMPORARY FENCE (ALL	1,200.00	LF	1.350	1.350	
447	031032	4003103	TEMPORARY FENCE (ALL		MO	360.000		
447	031033	4003103	TEMPORARY FENCE (ALL	5.00	EA	40.000	40.000	P
Totals:						3,440.00	3,728.00	
Difference From Plug:						-3,960.00	-3,672.00	-7,400.00

Note:
 A "P" beside a price indicates a plug price.
 Bold indicates that the vendor is selected.



2131 W. Roosevelt St
Phoenix, AZ 85009
602-253-5006

Sales Representative info.:

Prepared by: Mary Pectral

E-mail Address: mpectral@rentnational.com

Fax signed quote to: 602-253-0166

QUOTATION FOR SERVICES

Note: Installation CANNOT be confirmed until signed quote is returned and received.

Date: 05/05/2015

Company Name: Achen Gardner Construction		E-mail: amortensen@achen.com		
Bid Requested By: Andy Mortensen		Other Phone:		
Company Phone:		Fax Number:		
Job/Event Name: Downtown Sites - Site 3		Site Contact Name:		
Job Address: Chandler Blvd and Arizona ave		Site Contact Phone:		
Cross Street:		Other Info:		
Job City/State/Zip: Chandler AZ		Existing Account #:		
Contract Length	Delivery/Install Date	Removal Date	Payment Terms	** Prevailing Wage?
up to 6 months	June	tbd		No

#	Quantity	UOM	Description	Taxable	Unit Price	Amount
1	1,200	LF	6' temporary panels on stands	✓	\$1.59	\$1,908.00
2	1,200	LF	6' green screen	✓	\$1.35	\$1,620.00
3						
4						
5			Option: Support posts @ \$5.00 each			
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						

Notes:	Subtotal	\$3,528.00
	Sales Tax (7.8)	\$275.18
	Total	\$3,803.18
	Minimum for Order	\$350.00
Please provide billing information. Address: _____ City: _____ State: _____ Zip: _____	This bid expires in 30 days.	

All Prices include a one-time Delivery/Installation and a one-time Pick-up/Removal.

Bids are based on quantity; if the quantity changes, the bid changes. Please note, deliveries/installs are scheduled Mon.-Fri. 7:00 a.m. - 3:00 p.m. Additional charges for weekends and after hours work. COD orders are to be paid either in advance or upon delivery prior to installation. Orders with driven post(s) will require 3-5 business days to complete the underground markings. Remove and Relocate charges are billed at the same rate as the installation price.

** In the event that the above services are subject to prevailing wage laws, any penalties or increased wages not included in this estimate will be paid by the Lessee. Certified payroll is available upon request.

Customer's Signature: _____ Print Customer Name: _____ PO#: _____



American Fence Co. of Arizona

2502 N. 27TH AVE.

PHOENIX, AZ 85009

Phone (602) 272-2333 Fax (602) 447-9983

AZ Contractor License Numbers ROC 016349 & ROC 069390

DID NOT QUOTE INSTALLATION ON STANDS - DO NOT USE PRICE

Quote Number 50064
Lease ID
Print Date 05/05/15
Lease Type Original
ALLEN

We also sell do-it-yourself supplies and perform permanent fence installation. Call for all your fencing needs!

***** Customer Information *****

P.O. / Job Number PER ANDY MORTENSEN Requested Install/Service Date Req Removal Date
Customer Number 301205 Name ACHEN GARDNER ENGINEERING/CONS Phone Number (480) 940-1300 Fax Number
Project Name DOWNTOWN SITES - SITE 3 Phone Number- Contact Contact Name
Nearest Major Cross Streets ARIZONA AVE. & CHANDLER BLVD. Phone Number- Job
Job Street Address ARIZONA AVE & CHANDLER BLVD. City CHANDLER State AZ Zip Code
Billing Address (If Different) 550 S 79TH STREET City CHANDLER State AZ Zip Code 85226

***** Expected Inventory To Be Handled ***** Service Rates As Follows (If Applicable) *****

Table with columns: Item, Qty, Footage, Remarks, Service Rates. Includes rows for Partial Pickup / Trip Charge, Relocate / Reset / Repound, Relocate Shadecloth.

***** Expected Charges *****

Table with columns: Description, Amount. Includes rows for Initial Rental Fees, Other Services, Subtotal, Sales Tax, Damaged/Missing Posts, Damaged/Missing Stands.

***** Other Charges May Apply *****

Total Contract Amount** \$ 1,700.00
** (Subject to change based on actual services provided.)
Call American Fence for all your fencing needs!
Down Payment \$
Estimated Balance Due \$
Monthly Extension Rate: \$.20 Per Foot

UPON SIGNING THIS PROPOSAL, CUSTOMER/LESSEE ACKNOWLEDGES THAT THEY HAVE RECEIVED, READ AND HEREBY AGREE TO AND ACCEPT ALL TERMS AND CONDITIONS LISTED HEREIN AND ON THE REVERSE SIDE OF THIS PROPOSAL, WHICH TOGETHER CONSTITUTE THE ENTIRE AND SOLE AGREEMENT BETWEEN LESSOR AND CUSTOMER/LESSEE:

CUSTOMER / LESSEE SIGNATURE X DATE

OFFICE SIGNATURES SPECIAL INSTRUCTIONS

Table with columns: SUBMITTED BY, APPROVED BY, CREDIT, CALL AHEAD. Includes instruction: POSTS DRIVEN IN ON DIRTY TO SET FENCE

SALES REP'S SIGNATURE MANAGER'S APPROVAL CREDIT APPROVAL

ACTUAL INVENTORY HANDLED DESCRIPTION OF ACTUAL SERVICES PROVIDED

Table with columns: PRODUCT, INSTALLED, RELOCATED, REMOVED, LOST/MISSING, DAMAGED, SCRAP, DESCRIPTION OF ACTUAL SERVICES PROVIDED

TIME ARRIVED ON SITE: TIME DEPARTED FROM SITE:

WORK WAS PERFORMED TO MY SATISFACTION WE APPRECIATE YOUR BUSINESS!
PLEASE REFER TO YOUR LEASE NUMBER WHEN CALLING FOR SERVICES OR INFORMATION
THANK YOU

CUSTOMER / LESSEE SIGNATURE DATE

1. Lease. American Fence and Security Company, Inc., its subsidiary companies, and independent contractors (hereinafter collectively referred to as "Lessor" or "Fence owner") shall provide such fence panels, roll fence fabric, gates, posts, stands and shade-screen (the "Fence") as identified on the reverse side hereof (the "front page") to Customer. Lessee (hereinafter referred to as "Lessee") who agrees to lease the Fence from Lessor, pursuant to this Lease Agreement (the "Agreement"). Lessee shall pay Lessor for delivery, installation, repair, replacement, removal, initial rental charge and other services in the amount shown on the front page, plus all applicable taxes thereon, for the time between the installation date and removal date (the "initial Lease Term"). Lessor may use more or fewer fencing items than initially expected as shown on the front page, and the initial rental charge and the monthly rental rate shall be adjusted accordingly. Early termination of lease will not result in pro-ration of lease amount due Lessor from Lessee.

2. Extensions. If not in default or breach, Lessee may extend Initial Rental Term for up to 1 year by written notice received by Lessor during the Initial Lease Term. Following Initial Lease Term, all subsequent charges will be billed to Lessee at month-to-month lease rates unless Lessor is notified in writing prior to expiration of lease period. Lessee shall pay Lessor for all extensions at the monthly rental rate on the front page, plus applicable taxes.

3. Delivery. Lessor shall install and remove the Fence within a reasonable time following the date shown on the front page. Unless otherwise arranged, the Fence will follow ground level. Lessee shall fully cooperate in allowing Lessor's installation by: (a) clearing sufficient working area of all obstructions and removable hazards; (b) surveying, grading, locating, staking Fence line and verifying all property lines and identifying all utility lines; (c) notifying and safeguarding Lessor's crew of all potential work area hazards; and (d) coordinating Lessor's work with the activities of all other persons at the job site, including but not limited to other contractors, crews, supervisors, architects and owners. If Lessee fails to provide, in a timely manner, a safe and unobstructed work area, Lessor may, at its option, terminate this Agreement or postpone the initial Lease Term and install the Fence after Lessee complies herewith. In either case, Lessor may recover all expenses incurred as a result of such delay, including labor at the rate shown on the front page. If Lessee, after Lessor has begun or completed its installation, requests relocation of the Fence or other departure from the information on the front page, Lessee shall pay all expenses associated with such change order.

4. Inspection. Lessee shall inspect the Fence within twenty-four (24) hours of completed installation and immediately notify Lessor in writing of any objection to or defect in the Fence. Lessee's failure to do so shall constitute an acceptance of the Fence "as is" and an acknowledgment that the Fence is in good repair and in a safe, usable condition. Upon timely receipt of a notice of legitimate objection or defect, Lessor shall, within a reasonable time, reasonably cure the problem.

5. Removal. Upon the happening of any event, which allows Lessor to remove the Fence, Lessee shall freely surrender the Fence in good repair and condition, and shall allow for its safe and unobstructed removal, consistent with the assurances contained in paragraph 4. If Lessee fails to comply herewith in a timely manner, Lessee shall pay for all delay, damage and losses and for all destruction at the rates shown on the front page.

6. Repair and Maintenance. During this Agreement and at all times prior to Lessor's removal of the Fence, Lessee shall repair and maintain the Fence and be solely responsible for such costs. If the Fence requires maintenance, repair, or civil authority ordered relocation, Lessor may, but shall not be required to, enter onto any property where the Fence is located and appropriately maintain, repair, or relocate the Fence and charge Lessee all costs associated therewith.

7. Protection and Use. Lessee bears all risk of loss, damage or destruction until the Fence is returned to Lessor in full compliance with this Agreement. Lessee shall not: (a) allow any lien, charge or encumbrance to be levied against the Fence; (b) sell, dispose of, transfer, assign, pledge or relocate the Fence; (c) allow others to take or assume possession of or control over the Fence or allow it to become affixed to any real property; (d) allow any alteration of or diminution to the Fence; or (e) allow any personal property to be connected to the Fence. Lessee shall immediately notify Lessor of any attempt of any of the aforementioned events or any events or incidents which may be reasonably assumed to result in any manner of legal claim or law suit. Lessee shall obtain, pay for and maintain all necessary licenses, permits and permission for Lessee's use of the Fence. Lessee shall comply with all laws, rules, regulations and orders of any authority having the power to regulate, police, or supervise the possession, use or maintenance of the Fence.

8. Indemnity. To the fullest extent permitted by law, Lessee shall indemnify, defend, hold and save Lessor harmless from all claims and expenses, including but not limited to court costs and attorneys' fees, for any damages or injuries caused or property which are related in any manner, directly or indirectly, to this lease or the Fence (including all components, accessories and parts thereof), regardless of whether any such injury, liability, claim, damage or expense was caused in whole or in part by the negligence of Lessor or any other act or omission of the Lessor, but to no extent for injury or property damage directly resulting from the sole negligence or willful misconduct of Lessor.

9. Insurance. Separate, independent and in addition to the obligations under section 8 ("Indemnity") above, Lessee shall purchase and maintain, at its own expense, general liability insurance (including broad form contractual liability coverage which shall apply to liability assumed by Lessee under section 8 ("Indemnity")) of this Agreement, in an amount not less than one million dollars (\$1,000,000.00) per occurrence, naming Lessor as an additional insured using ISO endorsement CG 20 28 11 85 or CG 20 34 03 97 or substantially equivalent endorsement. Such insurance shall be primary, and any insurance that Lessor may have or hereafter acquire shall be deemed secondary and excess coverage.

10. Warnings. Lessee acknowledges, by and through its authorized representative, that Lessee has read and understood the following WARNING: Lessor's trained personnel take special precautions to ensure that temporary fencing is properly installed and securely anchored so that it will not fall over under reasonably foreseeable conditions. Temporary fencing that is anchored by above-ground stands, however, presents a higher risk of falling over than temporary fencing that is anchored directly into the ground. A falling fence can cause serious injury or death to persons, or damage to property, in the vicinity of the fence. To reduce these risks follow these rules:

- Never relocate, reposition, or alter fencing from its original installation. If you need to relocate, reposition, or alter the fence, contact American Fence Company.
- Never attach a shade screen, banner, advertisement, or signage to a temporary fence anchored on stands that could increase the force of wind on the fence.
- Keep all persons and property at least 10 feet away from temporary fencing during high winds or when other environmental conditions might affect its stability.
- Before deciding to use temporary fencing on stands, consider whether a fence anchored into the ground is a feasible and safer alternative given the site-specific and work-specific conditions and hazards.
- Never use temporary fencing for anything other than its intended purpose.
- Provide a copy of this WARNING to all persons who have safety oversight or responsibility for the area in which the temporary fence is located.

11. Breach. Lessee shall be in breach upon the happening of any of the following events: (a) Lessee's failure to pay, in a timely manner, any rental payment or other amount provided for herein; (b) Lessee's failure to comply with paragraphs 4, 7 and 8; (c) Lessee's failure to satisfy any other provision of this Agreement within 5 days after written demand by Lessor; or (d) Lessee's cessation of business as a going concern, assignment for the benefit of creditors, insolvency, bankruptcy, or admission of inability to pay debts.

12. Remedies. If Lessee breaches any term of this Agreement, Lessor may exercise any one or more of the following remedies: (a) allow Lessee to remain in possession of the Fence and recover 120% of all rents as the same shall become due, plus all other amounts due hereunder; (b) recover the Fence, wherever located, with or without demand, notice, court order or other process of law, and recover all unpaid rents due hereunder up to the time of such repossession, plus liquidated damages in an amount equal to 50% of all rental which would have become due from the date of repossession to the end of the term of this Lease, plus all other amounts due hereunder; and/or (c) pursue any other remedy at law or in equity, including the exercise of lien rights. All remedies available to Lessor shall be cumulative and exercisable separately or concurrently. Any suit to enforce this Agreement may be brought, at Lessor's option, in Maricopa County, Arizona, or at any place where Lessee resides or does business, or at the place where the Fence is or was located. Lessee hereby waives all objections to such jurisdiction and venue. This Agreement shall be construed in accordance with Arizona law.

13. Lien Rights. Lessee acknowledges that Lessor has and may exercise any and all lien rights and hereby waives any objections in defects in such lien documents. If Lessee is not the owner of the property on which the Fence is to be located, Lessee shall obtain the owner's written consent to Lessor's full exercise of all such lien rights. Lessors exercise or non-exercise of lien rights will not alter or release Lessee's obligations.

14. Payments; Interest; Collection Expenses; and Application of Payments. Lessee's obligation to pay rent or any other amount due hereunder is an independent covenant, and Lessee shall not withhold payment or assert any set off against such obligations for any reason whatsoever. Lessee's payment shall be due on or before the 15th day following Lessor's mailing of its billing statement to Lessee at the address on the front page. Interest shall accrue on all amounts not timely paid at 1.75% per month, or at the maximum rate permitted by applicable law. Lessor shall recover all expenses incurred in enforcing this Agreement, including all collection agency charges, lien fees, costs, court costs, attorneys' fees, and all expenses incurred in collecting on any judgment. Payments received by Lessor shall be applied in the following order: (a) to any attorneys' fees, court costs, lien fees and collection charges; (b) to any unpaid interest; and (c) to the outstanding rental obligations and other amounts due under this Agreement. Any form of payment directing any other application may be deemed to be no payment at all and returned to Lessee.

15. No Warranty. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION OR PERFORMANCE OF THE FENCE, ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND LESSOR SHALL HAVE NO LIABILITY TO LESSEE FOR ANY CLAIM, LOSS OR DAMAGE OF ANY KIND OR NATURE WHATSOEVER.

16. Financial Information. Lessee shall give true, accurate and complete credit information to Lessor who may verify and/or demand supplementation thereof. LESSEE MUST HAVE A CURRENT CREDIT APPLICATION ON FILE WITH LESSOR.

17. Amendments; Waiver. Except by a specific written document executed by both parties, the terms, covenants, representations, warranties or conditions of this Agreement may not be waived, amended, modified, suspended or canceled. Forbearance or delay shall not be deemed a waiver. A single or partial exercise of any right or remedy shall not preclude further exercise thereof or the exercise of any other right or remedy. Any written waiver shall be strictly construed and not extendable.

18. Entire Agreement. This Agreement contains the parties' entire understanding and supersedes all prior and contemporaneous agreements and understandings, oral, written or implied. All documents and instruments created hereafter and concerning this lease transaction, including any work orders and purchase orders, shall not prevail over this Agreement.

19. Severability. If any provision of this Agreement is held to be unenforceable, Lessor may sever such unenforceable provision from this Agreement, which shall then be construed as if it did not contain the severed language, and both the Lessor's and Lessee's rights and obligations shall be construed and enforced accordingly. Alternatively and its sole option, Lessor may cancel this entire Agreement.

20. Headings. All paragraph headings are for reference only and shall not be considered in interpreting the intent of the parties with respect the matters set forth in this Agreement.

Analyze Quotes

Folder: 5150 OFF-DUTY OFFICERS

Vendor Code: **LAW ENFOR** RIGHT CHOI
 Vendor Name: **LAW ENFOR** RIGHT CHOI
 Vendor Phone:

Bid	Activity	Resourc	Description	Quantity	Unit	UP	UP	UP
310		9919121	OFF DUTY OFFICER (ALLO	40.00	HR	72.000	78.000	
Totals:						2,880.00	3,120.00	
Difference From Plug:							240.00	

Note:
 A "P" beside a price indicates a plug price.
 Bold indicates that the vendor is selected.



April 24, 2015

Achen Gardner Construction
550 South 79th Street
Chandler, AZ 85226

Dear Estimators,

Thank you for allowing Law Enforcement Specialists the opportunity to provide Achen Gardner with a rate quote for the Chandler Downtown Sites Waterline improvements – Site 3 project. The rate for an off duty Chandler Officer is \$72.00 p/hr. which includes the patrol car. Please note rates may vary or change at time of contract due to municipality rate increases beyond our control.

If you have any further questions, please let me know. We look forward to working with you in the near future.

Sincerely,

Becky Bernal
Operations Manager

General _____

Project # _____

Bonding Co. _____

Bond # _____

Subcontractor _____

ADOT _____ County _____

ROC LICENSE # _____

RIGHT CHOICE L.L.C.
PAULINE ROYBAL MANAGER
WBE/DBE/SBE
P.O. BOX 10637
GLENDALE, AZ 85318-0637
PHONE - 623-334-2740
FAX - 623-334-2741

Attn: Andy

THIS AGREEMENT, DATED _____, 2015, MADE BETWEEN PAULINE ROYBAL OF RIGHT CHOICE LLC AND _____ OF _____

WHO AGREE AS FOLLOWS:

CITY OF PHOENIX & SMALL TOWN RATE	\$45.00
APACHE JUNCTION	\$52.00
CHANDLER RATE	\$78.00 W/CAR
DOUGLAS RATE	\$50.00 W/CAR
GILA RIVER RATE	\$47.00
GILBERT RATE	\$74.00
GLENDALE RATE	\$43.00
GLOBE	\$55.00
GOODYEAR RATE	\$55.00
GOODYEAR SGT.	\$60.00
MCSO RATE	\$49.00
MESA RATE	\$49.00
WITH A 24 HOUR CANCELLATION NOTICE	
PEORIA RATE	\$44.00
PARADISE VALLEY	\$60.00
SCOTTSDALE	\$52.00
TEMPE RATE	\$77.00
TEMPE CAR RATE	\$5.60
TUCSON RATE	\$50.00 W/OUT CAR \$54.00 W/CAR
TUCSON RATE LESS THAN 72HR NOTICE	\$70.00

QUEEN CREEK	\$62.00
DPS RATE	\$52.00

WITH A 24 HOUR CANCELLATION NOTICE

ALL VEHICLE CHARGES ARE SET BY THE LAW ENFORCEMENT AGENCIES AND WILL BE PASSED ON TO YOUR COMPANY AT ACTUAL COST. DPS VEHICLES ARE \$12.75 PER HOUR PER DPS. NO OVER TIME APPLIES

RIGHT CHOICE LLC REQUIRES A FOUR HOUR SHOW UP FEE EVEN IF THE JOB IS LESS THEN FOUR HOURS.

JOBS ORDERED WITH LESS THAN 24 HOURS NOTICE WILL BE CHARGED AN ADDITIONAL FEE OF \$5.00 PER HOUR. _____(INITIAL)

JOBS CANCELLED WITH LESS THAN 24 HOURS NOTICE WILL REQUIRE A FOUR (4) HOUR MINIMUM SHOW UP FEE. _____(INITIAL)

PAYMENTS FOR SERVICES ARE DUE Net 15 Days. _____(INITIAL)

Page 2

ITEMIZED BILLING WILL BE DELIVERED ON A WEEKLY BASIS. IF PROBLEMS ARISE, AND CLIENTS ARE UNABLE TO PAY BY THE ABOVE REFERENCED DATES, PLEASE CONTACT RIGHT CHOICE AS SOON AS POSSIBLE.

HOLIDAYS ARE TIME AND ONE HALF, AND INCLUDE:

NEW YEARS EVE, NEW YEARS DAY, MARTIN LUTHER KING DAY, COLUMBUS DAY, PRESIDENTS' DAY, EASTER SUNDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS DAY, THANKSGIVING DAY AND CHRISTMAS DAY.

RIGHT CHOICE LLC IS A BROKERAGE FIRM FOR TRAFFIC CONTROL. ALL CERTIFIED LAW ENFORCEMENT OFFICERS USED ARE INDEPENDENT CONTRACTORS, AND AS SUCH, WILL BE HELD LIABLE FOR ANY AND ALL ERRORS AND OMISSIONS OF HIS OR HER DUTIES, INCLUDING THEIR RESPONSIBILITY TO ARRIVE AND DEPART AS SCHEDULED, INCLUDING HIS OR HER PERFORMANCE AND PROFESSIONAL JUDGEMENT. SHOULD A NO SHOW OR AN EARLY DEPARTURE OCCUR, RIGHT CHOICE LLC WILL ATTEMPT TO LOCATE AND RESCHEDULE A REPLACEMENT IMMEDIATELY.

RIGHT CHOICE LLC IS AVAILABLE FOR TWENTY FOUR (24) HOURS A DAY EMERGENCY SERVICE AND SEVEN (7) DAYS A WEEK. HOWEVER, WE ENCOURAGE OUR CLIENTS TO SCHEDULE LAW ENFORCEMENT SERVICES DURING NORMAL OFFICE HOURS, AT LEAST 24

HOURS IN ADVANCE. OFFICE HOURS ARE 7:30 AM TO 4:30PM (CLOSED FOR LUNCH FROM 12:00-1:00). THIS WILL MAXIMIZE OUR EFFICIENCY AND ENABLE US TO PROVIDE THE BEST POSSIBLE SERVICE. IF PROBLEMS DO OCCUR, PLEASE FEEL FREE TO CONTACT RIGHT CHOICE LLC ANYTIME. OFFICE # 623-334-2740 PAGER # 602-261-0275.

AUTHORIZED SIGNATURE

Pauline Roybal

PAULINE ROYBAL /OWNER

DATE 4/23/15

AUTHORIZED SIGNATURE
CONTRACTOR

_____ *I agree to pay

DATE _____ Net 15 Days
X _____
Initial

MAILING ADDRESS

CITY, STATE & ZIP CODE

Phone # _____

Fax # _____

_____ E-Mail Address

Analyze Quotes

Folder: 2510 WATER & SEWER

Vendor Code: **FERGUSON** DANA KEPNE FULLERFOR
 Vendor Name: **FERGUSON** DANA KEPNE FULLERFOR
 Vendor Phone:

Bid	Activity	Resourc	Description	Quantity	Unit	UP	UP	UP
160	701010	2701001	16" X 8" TAPPING SLEEVE/	1.00	EA	2,450.000	2,013.000	2,603.000
170	701010	2701001	10" DIP PC350 WATERLINE	310.00	LF	34.000	32.000	39.000
180	701010	2701001	10" GATE VALVE W/ BOX/	2.00	EA	725.000	723.000	754.000
190	701010	2701001	10" CONNECT TO EXISITN	1.00	EA	497.000	213.000	66.000
200	701010	2701001	8" DIP PC350 WATERLINE	387.00	LF	23.000	22.000	24.000
210	701010	2701001	8" GATE VALVE W/ BOX/	1.00	EA	955.000	948.000	983.000
220	701010	2701001	6" DIP PC350 WATERLINE	30.00	LF	22.000	15.000	21.000
230	701010	2701001	6" GATE VALVE W/ BOX/	1.00	EA	681.000	668.000	691.000
240	701010	2701001	4" CONNECT TO EXISTING	1.00	EA	425.000	387.000	379.000
250	701010	2701001	4" GATE VALVE W/ BOX/C	1.00	EA	554.000	539.000	558.000
260	701010	2701001	CONNECT TO EXISTING H	1.00	EA	155.000	29.000	33.000
270	701010	2701001	WATER SERVICE COC STD	6.00	EA	342.000	805.000	422.000
360	701010	2701001	8" INSERT-A-VALVE (ALL	1.00	EA	200.000 P	200.000 P	200.000 P
370	701010	2701001	4" INSERT-A-VALVE (ALL	1.00	EA	200.000 P	200.000 P	200.000 P
380	701010	2701001	FURNISH FIRE HYDRANT (1.00	EA	1,947.000	1,998.000	2,093.000
390	701011	2701001	TEMPORARY WATER CON	8.00	EA	342.000 P	342.000 P	342.000 P
420	701010	2701001	VINTAGE PROP. 2" SERVIC	5.00	EA	500.000 P	500.000 P	500.000 P
430	701010	2701001	VINTAGE PROP. 6" FIRE L	20.00	LF	22.000 P	22.000 P	22.000 P
430	701011	2701001	VINTAGE PROP. 6" FIRE L	1.00	EA	681.000 P	681.000 P	681.000 P
Totals:						38,024.00	38,712.00	40,211.00
Difference From Plug:							688.00	2,187.00

Note:
 A "P" beside a price indicates a plug price.
 Bold indicates that the vendor is selected.

**ACHEN GARDNER CONSTRUCTION
PIPE PACKAGE - BID OPENING
CHANDLER DOWNTOWN SITES - SITE 3
CITY OF CHANDLER
WW1506.251**

BID OPENING: 4/24/2015 10:00
BID LOCATION: AGC OFFICE (550 SOUTH 79TH STREET, CHANDLER, ARIZONA 85226)

COMPANY	AMOUNT	RANK
DANA KEPNER	\$ 31,978.98	2
FERGUSON	\$ 28,564.99	1
FULLERFORM	\$ 32,735.42	3

NOTES: Present At Opening: Jose Castillo, Andy Mortensen

Project: Downtown Sites - Site 3

Bid Date: 04/24/2015

Bid Time: 10:00 AM

Estimator: Bryant Argall

Addendum: 0

Job Notes:

- * **Contractor to verify ALL materials and quantities BEFORE shipment.**
- * **Quoting a 10" Widerange Coupling for connecting to existing waterline NEAR existing Inserta Valve. (Cannot connect to an existing Inserta Valve)**
- * **Quoting a reducer and all other associated materials required for connecting to existing 8" 45° Bend as the plans show although Bid Item #13 calls for connect to existing 10" 40° Bend.**
- * **Contractor to verify water service sizing. (Quoting as 1")**
- * **"Customer Loyalty Discount" on applies when FULL quote has been purchased. (I.E. All Materials)**

Job Terms: FEI Does not guarantee that this scope includes all materials needed to complete this project. This scope of materials is our interpretation of the plans and specs and is intended for bidding purposes only. All unit prices will prevail unless otherwise noted. Copper is a commodity and will be priced at the time of ship. All pricing is based on 30/30 terms. All materials are rounded to full lengths or rolls that the product will be sold in. All quantities and sizes of material is to be verified by the installer of the material.



Alt	Description / Comments	UM	Qty	Final Bid Price	Extended Bid Price
CLD	Customer Loyalty Discount	EA	1.00	-\$2,000.00	-\$2,000.00
					: (\$2,000.00)

BID ITEM #10 - 10" DIP PC350 Waterline

Alt	Description / Comments	UM	Qty	Final Bid Price	Extended Bid Price
AFT350P10	10 CL350 Cement Lined Ductile Iron Fastite Pipe	FT	300.00	\$21.50	\$6,451.50
SSLDE10	10 Ductile Iron Mechanical Joint Wedge Restraint Gland *ONELOK	EA	12.00	\$44.18	\$530.10
AFGRGSKT10	10 FAST GRIP GSKT	EA	12.00	\$95.78	\$1,149.42
MJ1LA10	10 MJ C153 11-1/4 BEND L/A	EA	4.00	\$110.21	\$440.84
IMJBG10	10 Mechanical Joint C153 Bolt Gasket Pack Less Gland	EA	12.00	\$17.52	\$210.19
MJFTLA10P	10X4 MJXFLG C153 TEE L/A	EA	1.00	\$179.22	\$179.22
MJFTLA10X	10X8 MJXFLG C153 TEE L/A	EA	1.00	\$240.22	\$240.21
C545010506	14GA 500 FT Irrigation Underground Feeder Wire Blue	M	500.00	\$114.70	\$57.35
PSPWT210	2 X 100 10 MIL Pipe Wrap Tape	EA	1.00	\$5.81	\$5.81
T3889962	27X308 Polywrap PERF 10 - 12 Dip	FT	308.00	\$0.48	\$146.30
HDU063	3 X 1000 FT Detectable Tape Blk/Blue Water	EA	1.00	\$25.07	\$25.07

BID ITEM #10 - 10" DIP PC350 Waterline: \$9,436.01

BID ITEM #11 - 10" Gate Valve w/ Box & Cover

Alt	Description / Comments	UM	Qty	Final Bid Price	Extended Bid Price
SSLDE10	10 Ductile Iron Mechanical Joint Wedge Restraint Gland *ONELOK	EA	2.00	\$44.18	\$88.35
IMJBG10	10 Mechanical Joint C153 Bolt Gasket Pack Less Gland	EA	2.00	\$17.52	\$35.03
CF6100LA10OL	10 Mechanical Joint Resilient Wedge Open Left Gate Valve Less Accessories	EA	1.00	\$1,153.19	\$1,153.19
IVBATS16	16 Slip Valve Box Top SECT	EA	1.00	\$20.75	\$20.75
IVBABS36	36 Slip Valve Box BOT SECT	EA	1.00	\$37.50	\$37.50
SDC457BL	5-1/4 BL Debris Cap	EA	1.00	\$58.27	\$58.27
SNPR600	6 Valve Box Non Pop Lid Chandler	EA	1.00	\$55.00	\$55.00

BID ITEM #11 - 10" Gate Valve w/ Box & Cover: \$1,448.09



BID ITEM #12 - Connect to Existing Inserta Valve

Alt	Description / Comments	UM	Qty	Final Bid Price	Extended Bid Price
P350610A	10 Widerange Coupling 10.70-12.12	EA	1.00	\$270.37	\$270.37

BID ITEM #12 - Connect to Existing Inserta Valve: \$270.37

BID ITEM #13 - Connect to Existing 10" 40° Bend

Alt	Description / Comments	UM	Qty	Final Bid Price	Extended Bid Price
SSLDE10	10 Ductile Iron Mechanical Joint Wedge Restraint Gland *ONELOK	EA	1.00	\$44.18	\$44.17
IMJBGP10	10 Mechanical Joint C153 Bolt Gasket Pack Less Gland	EA	1.00	\$17.52	\$17.52
P350610A	10 Widerange Coupling 10.70-12.12	EA	1.00	\$270.37	\$270.37
MJLEBR10X	10X8 LEMJ C153 RED W/A	EA	1.00	\$120.91	\$120.91
SSLDE8	8 Ductile Iron Mechanical Joint Wedge Restraint Gland *ONELOK	EA	1.00	\$29.81	\$29.81
IMJBGPX	8 Mechanical Joint C153 Bolt Gasket Pack Less Gland	EA	1.00	\$13.34	\$13.34

BID ITEM #13 - Connect to Existing 10" 40° Bend: \$496.12

BID ITEM #14 - 8" DIP PC350 Water Line

Alt	Description / Comments	UM	Qty	Final Bid Price	Extended Bid Price
C545010506	14GA 500 FT Irrigation Underground Feeder Wire Blue	M	500.00	\$114.70	\$57.35
PSPWT210	2 X 100 10 MIL Pipe Wrap Tape	EA	1.00	\$5.81	\$5.81
T3889961	20X308 Polywrap PERF 3 - 8 Dip	FT	616.00	\$0.40	\$243.94
AFT350PX	8 CL350 Cement Lined Ductile Iron Fastite Pipe	FT	400.00	\$16.46	\$6,585.20
SSLDE8	8 Ductile Iron Mechanical Joint Wedge Restraint Gland *ONELOK	EA	6.00	\$29.81	\$178.84
AFGRGSKTX	8 Fast Grip Gasket	EA	17.00	\$76.19	\$1,295.18
MJ4LAX	8 Mechanical Joint C153 45 Bend Less Accessories	EA	2.00	\$76.50	\$153.01
IMJBGPX	8 Mechanical Joint C153 Bolt Gasket Pack Less Gland	EA	6.00	\$13.34	\$80.04
MJFTLAXU	8 X 6 Mechanical Joint X Flange C153 Tee Less Accessories	EA	1.00	\$130.54	\$130.54

BID ITEM #14 - 8" DIP PC350 Water Line: \$8,729.91



BID ITEM #15 - 8" Gate Valve w/ Box & Cover

Alt	Description / Comments	UM	Qty	Final Bid Price	Extended Bid Price
IVBATS16	16 Slip Valve Box Top SECT	EA	1.00	\$20.75	\$20.75
IVBABS36	36 Slip Valve Box BOT SECT	EA	1.00	\$37.50	\$37.50
SDC457BL	5-1/4 BL Debris Cap	EA	1.00	\$58.27	\$58.27
SNPR600	6 Valve Box Non Pop Lid Chandler	EA	1.00	\$55.00	\$55.00
BCI150FFGAX	8 150# Black Cloth INS 1/8 Flat Face Gasket	EA	1.00	\$6.23	\$6.22
SSLDE8	8 Ductile Iron Mechanical Joint Wedge Restraint Gland *ONELOK	EA	1.00	\$29.81	\$29.81
CF6106LAXOL	8 Flange X Mechanical Joint Resilient Wedge Open Left Gate Valve Less Accessories	EA	1.00	\$725.56	\$725.56
IMJBGPX	8 Mechanical Joint C153 Bolt Gasket Pack Less Gland	EA	1.00	\$13.34	\$13.34
FNWNBSZ1X	8 ZN 150 # Flange Nut/Bolt Set	EA	1.00	\$8.53	\$8.53

BID ITEM #15 - 8" Gate Valve w/ Box & Cover: \$954.98 ✓

BID ITEM #16 - 16" x 8" Tapping Sleeve w/ Valve

Alt	Description / Comments	UM	Qty	Final Bid Price	Extended Bid Price
IVBATS16	16 Slip Valve Box Top SECT	EA	1.00	\$20.75	\$20.75
P3490AS16B8	16X8 ALL SS TAPN SLV 17.40-17.80	EA	1.00	\$1,286.94	\$1,286.94
IVBABS36	36 Slip Valve Box BOT SECT	EA	3.00	\$37.50	\$112.50
SDC457BL	5-1/4 BL Debris Cap	EA	1.00	\$58.27	\$58.27
VSEU	6 FT Valve Stem Extension	EA	1.00	\$132.52	\$132.52
SNPR600	6 Valve Box Non Pop Lid Chandler	EA	1.00	\$55.00	\$55.00
BCI150FFGAX	8 150# Black Cloth INS 1/8 Flat Face Gasket	EA	1.00	\$6.23	\$6.22
SSLDE8	8 Ductile Iron Mechanical Joint Wedge Restraint Gland *ONELOK	EA	1.00	\$29.81	\$29.81
CF6106LAXOL	8 Flange X Mechanical Joint Resilient Wedge Open Left Gate Valve Less Accessories	EA	1.00	\$725.56	\$725.56
IMJBGPX	8 Mechanical Joint C153 Bolt Gasket Pack Less Gland	EA	1.00	\$13.34	\$13.34
FNWNBSZ1X	8 ZN 150 # Flange Nut/Bolt Set	EA	1.00	\$8.53	\$8.53

BID ITEM #16 - 16" x 8" Tapping Sleeve w/ Valve: \$2,449.44 ✓



BID ITEM #17 - Water Service COC STD Det C-301

Alt	Description / Comments	UM	Qty	Final Bid Price	Extended Bid Price
CCMB2	#2 CONC Meter Box	EA	7.00	\$25.85	\$180.94
KSOFTG100	1 X 100 K SOFT Copper Tube	C	100.00	\$451.64	\$451.64
M382610G	10X1 IP BRS STRP SDL FOR DI	EA	3.00	\$124.90	\$374.71
A6001832H5	13X21 RPM Cover With TR	EA	7.00	\$44.59	\$312.16
M3806XG	8 X 1 Iron Pipe Brass Saddle C900 9.05	EA	4.00	\$50.63	\$202.50
M74602BG	Lead Law Compliant 1 Flare X Meter Angle Ball Valve LW	EA	7.00	\$80.07	\$560.48
M74704BG	Lead Law Compliant 1 MIP X Flare Ball Corporation ST	EA	7.00	\$43.79	\$306.54

BID ITEM #17 - Water Service COC STD Det C-301: **\$2,388.97** ✓

BID ITEM #19 - 6" Gate Valve w/ Box & Cover

Alt	Description / Comments	UM	Qty	Final Bid Price	Extended Bid Price
IVBATS16	16 Slip Valve Box Top SECT	EA	1.00	\$20.75	\$20.75
IVBABS36	36 Slip Valve Box BOT SECT	EA	1.00	\$37.50	\$37.50
SDC457BL	5-1/4 BL Debris Cap	EA	1.00	\$58.27	\$58.27
BG1150FFGAU	6 150# Black Cloth INS 1/8 Flat Face Gasket	EA	1.00	\$4.24	\$4.24
SSLDE6	6 Ductile Iron Mechanical Joint Wedge Restraint Gland *ONELOK	EA	1.00	\$19.83	\$19.83
CF6106LAUOL	6 Flange X Mechanical Joint Resilient Wedge Open Left Gate Valve Less Accessories	EA	1.00	\$464.32	\$464.32
IMJBGPU	6 Mechanical Joint C153 Bolt Gasket Pack Less Gland	EA	1.00	\$12.27	\$12.27
SNPR600	6 Valve Box Non Pop Lid Chandler	EA	1.00	\$55.00	\$55.00
FNWNBSZ1U	6 ZN 150 # Flange Nut/Bolt Set	EA	1.00	\$8.19	\$8.19

BID ITEM #19 - 6" Gate Valve w/ Box & Cover: **\$680.37** ✓

BID ITEM #20 - 6" DIP PC350 Water Line

Alt	Description / Comments	UM	Qty	Final Bid Price	Extended Bid Price
AFT350PU	6 CL350 Cement Lined Ductile Iron Fastite Pipe	FT	40.00	\$12.65	\$506.12
SSLDE6	6 Ductile Iron Mechanical Joint Wedge Restraint Gland *ONELOK	EA	2.00	\$19.83	\$39.66
MJ9LAU	6 Mechanical Joint C153 90 Bend Less Accessories	EA	1.00	\$64.73	\$64.73
IMJBGPU	6 Mechanical Joint C153 Bolt Gasket Pack Less Gland	EA	2.00	\$12.27	\$24.53

BID ITEM #20 - 6" DIP PC350 Water Line: **\$635.04** ✓



BID ITEM #21 - Connect to Existing Hydrant or Intall New Hydrant

Alt	Description / Comments	UM	Qty	Final Bid Price	Extended Bid Price
SSLDE6	6 Ductile Iron Mechanical Joint Wedge Restraint Gland *ONELOK	EA	3.00	\$19.83	\$59.49
IMJBGPU	6 Mechanical Joint C153 Bolt Gasket Pack Less Gland	EA	3.00	\$12.27	\$36.80
MJLSLAU	6 X 12 Mechanical Joint C153 Long Sleeve Less Accessories	EA	1.00	\$58.31	\$58.31

BID ITEM #21 - Connect to Existing Hydrant or Intall New Hydrant:

\$154.60 ✓

BID ITEM #22 - Furnish Fire Hydrant

Alt	Description / Comments	UM	Qty	Final Bid Price	Extended Bid Price
HCUSTSTDNEO	*custod Hydrant Lock	EA	1.00	\$350.62	\$350.62
CF2545514LAOLN	5-1/4 VO F2545 Hydrant 3'6 Bury Open Left Less Accessories	EA	1.00	\$1,574.06	\$1,574.06
NDOTBLUE	Traffic MARK Dot Blue	EA	1.00	\$2.58	\$2.58
NDOTEPOXY	Traffic MARK Dot Epoxy	EA	1.00	\$19.21	\$19.21

BID ITEM #22 - Furnish Fire Hydrant:

\$1,946.47 ✓

BID ITEM #23 - 4" Gate Valve w/ Box & Cover

Alt	Description / Comments	UM	Qty	Final Bid Price	Extended Bid Price
IVBATS16	16 Slip Valve Box Top SECT	EA	1.00	\$20.75	\$20.75
IVBABS36	36 Slip Valve Box BOT SECT	EA	1.00	\$37.50	\$37.50
BCI150FFGAP	4 150# Black Cloth INS 1/8 Flat Face Gasket	EA	1.00	\$2.58	\$2.58
SSLDE4	4 Ductile Iron Mechanical Joint Wedge Restraint Gland *ONELOK	EA	1.00	\$16.86	\$16.86
CF6106LAPOL	4 Flange X Mechanical Joint Resilient Wedge Open Left Gate Valve Less Accessories	EA	1.00	\$347.39	\$347.39
IMJBGPP	4 Mechanical Joint C153 Bolt Gasket Pack Less Gland	EA	1.00	\$9.80	\$9.80
FNWNBSZ1P	4 ZN 150 # Flange Nut/Bolt Set	EA	1.00	\$5.29	\$5.29
SDC457BL	5-1/4 BL Debris Cap	EA	1.00	\$58.27	\$58.27
SNPR600	6 Valve Box Non Pop Lid Chandler	EA	1.00	\$55.00	\$55.00

BID ITEM #23 - 4" Gate Valve w/ Box & Cover:

\$553.44 ✓



BID ITEM #24 - Connect to Existing 4" Fire Line

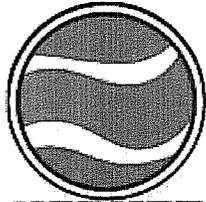
Alt	Description / Comments	UM	Qty	Final Bid Price	Extended Bid Price
AFT350PP	4 CL350 Cement Lined Ductile Iron Fastite Pipe	FT	20.00	\$15.72	\$314.32
SSLDEP4	4 Ductile Iron Mechanical Joint Wedge Restraint Gland Pack *ONELOK	EA	2.00	\$26.24	\$52.49
IMJBGPP	4 Mechanical Joint C153 Bolt Gasket Pack Less Gland	EA	2.00	\$9.80	\$19.60
MJLSLAP	4 X 12 Mechanical Joint C153 Long Sleeve Less Accessories	EA	1.00	\$34.77	\$34.77

BID ITEM #24 - Connect to Existing 4" Fire Line: **\$421.18**

: **\$28,564.99**

Grand Total: **\$28,564.99**

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at http://wolseley.com/terms_conditionsSale.html. Govt Buyers: All items quoted are open market unless noted otherwise.



HEPNER

**CHANDLER DOWNTOWN SITE 3
PIPING MATERIALS**

Bid Date: 4/24/2015 10:00 am

Project Location: CHANDLER

65% DESIGN PLANS

Quote: Base JM042415B

TakeOff Name: JM T/O ACHEN

Customer: ACHEN-GARDNER ENGINEERING
LLC

Created: 4/20/2015

Created By: Joe Moyer

Sales Rep: Lex Cassiere

Phone: 602.369.2443

eMail: lCassiere@danakepner.com

Phoenix

2401 South 19th Avenue

Phoenix, AZ 85009

Standard Hours: 6:00a to 4:00p Monday through Friday

Phone: 602.255.0234

On Call: 602.757.7991

Assumptions

Chandler specifications will prevail in this proposal.

Terms and Conditions

Due to the extreme volatility of raw material, energy, and transportation costs, the prices shown in this quotation are only valid for 30 days, with the exception of PVC Pipe prices. PVC prices will be subject to the Manufacturers price in effect at the time of shipment. Order releases and shipments delivered 60 days beyond the order date, or as stipulated, will be subject to the price in effect at the time of shipment.

Totals are for estimating purposes only. Unit prices prevail.

Dana Kepner Company, Inc. is not responsible for manufacturers ability to ship material or hold prices.

Due to volatility in the copper commodity market, copper tubing pricing will be determined at time of shipment.

Quoted totals do not include taxes.

PVC and HDPE pricing is based on manufacturer's ability to direct ship to the jobsite.

This quote is for the supply of material only.

The materials specifications, sizes, and quantities listed are the interpretations of Dana Kepner Company, Inc. and are believed to be correct, but are not guaranteed.

Connecting hardware for Non-DK supplied material is not included in bid, unless otherwise noted.

PVC Sewer Pipe may come in 13', 14', 20', & 22' lengths, based on availability. Regardless of product description in this proposal.

Clay Pipe and Fittings are Non-Returnable.

PVC and HDPE material are considered Freight-On-Board from the manufacturer.

Terms are net 30, and Quote is based on award of complete project.

All returns must be approved by management and will have a minimum 15% restock charge. Nonstocks are not returnable, and are shaded gray within this quote.

Thank you for the opportunity to bid this project.

Thank you for the opportunity to bid this project.

Quote Summary

CHANDLER DOWNTOWN SITE 3	10) 10" DIP PC350 WATERLINE (281 lf)	\$8,966.23
	11) 10" GATE VALVE w/BOX & COVER (1 ea)	\$1,445.55
	12) CONNECT TO EXISTING 10" INSERTA VALVE (1 ea)	\$212.08
	13) CONNECT TO EXISTING 10" 45 BEND (1 ea)	\$212.08
	14) 8" DIP PC350 WATERLINE (387 lf)	\$8,486.22
	15) 8" GATE VALVE w/BOX & COVER (1 ea)	\$947.06
	16) 16"x8" TAPPING SLEEVE & VALVE (1 ea)	\$2,012.34
	17) WATER SERVICE COC DET C-301 (7 ea)	\$5,635.24
	19) 6" GATE VALVE w/BOX & COVER (1 ea)	\$667.29
	20) 6" DIP PC350 WATERLINE (30 lf)	\$443.71
	21) CONNECT TO EXISTING HYDRANT (1 ea)	\$28.61
	22) FIRE HYDRANT (ALLOWANCE) (1 ea)	\$1,997.51
	23) 4" GATE VALVE w/BOX & COVER (1 ea)	\$538.41
	24) CONNECT TO EXISTING 4" FIRE LINE (1 ea)	\$386.65
	CHANDLER DOWNTOWN SITE 3 Total:	\$31,978.98
	Total Quote before Taxes:	\$31,978.98

CHANDLER DOWNTOWN SITE 3

10) 10" DIP PC350 WATERLINE (281 lf)

Qty	Unit	Description	Price	Total Price
1	281.0 FT	10"x18' PC350 DI PIPE, TR-FLEX RESTRAINED JOINT, C/L, T/C	\$26.05	\$7,320.05
2	3.4 HNDRD	27"x340' BLACK POLY TUBE (10-12") 8 MIL 20' PERFS	\$35.00	\$119.00
3	5.0 EA	2"x100' POLY TAPE, PRINTED CORROSION PROTECTION TAPE	\$2.91	\$14.55
4	1.0 ROLL	3"x1000' DETECTABLE TAPE - WATER - BLUE	\$20.97	\$20.97
5	500.0 FT	14 GAUGE TRACER WIRE, BLUE	\$0.08	\$40.00
6	1.0 EA	10X8" MJXMJXFLG TEE, CL, SSB, DI, LESS ACCS	\$217.41	\$217.41
7	1.0 EA	10"x4" MJ/FLG TEE, CL, SSB, DI, LESS ACCS	\$181.61	\$181.61
8	4.0 EA	10" MJ 11-1/4 BEND, CL, SSB, DI, LESS ACCS	\$99.75	\$399.00
9	12.0 EA	10" DI PIPE MECHANICAL RESTRAINT FOR DUCTILE IRON PIPE (COLOR CODED BLACK)	\$39.57	\$474.84
10	12.0 EA	10" MJ BOLT & GASKET PAK W/8-3/4X4.5" COR-TEN T-HEAD BOLTS/NUTS & MJ GASKET	\$14.90	\$178.80
				\$8,966.23

Total Units: 281.0

Average Cost per Lf: \$31.91

11) 10" GATE VALVE w/BOX & COVER (1 ea)

Qty	Unit	Description	Price	Total Price
1	1.0 EA	10" MJ RW DI OL VALVE, LESS ACCS	\$1,185.59	\$1,185.59
2	1.0 EA	TYPE C 564 VALVE BOX W/NYLON WATER LID	\$88.92	\$88.92
3	1.0 EA	DC457-6" BLUE DEBRIS CAP	\$48.39	\$48.39
4	1.0 EA	LOCATING COIL-DEBRIS CAP	\$9.68	\$9.68
5	1.0 EA	DC457DL LOCKING DEVICE FOR DC457 DEBRIS CAP	\$4.03	\$4.03
6	2.0 EA	10" DI PIPE MECHANICAL RESTRAINT FOR DUCTILE IRON PIPE (COLOR CODED BLACK)	\$39.57	\$79.14
7	2.0 EA	10" MJ BOLT & GASKET PAK W/8-3/4X4.5" COR-TEN T-HEAD BOLTS/NUTS & MJ GASKET	\$14.90	\$29.80
				\$1,445.55

Total Units: 1.0

Average Cost per Each: \$1,445.55

12) CONNECT TO EXISTING 10" INSERTA VALVE (1 ea)

PLEASE NOTE: FOR THE 10" CONNECT TO EXISTING MATERIAL, WE ARE QUOTING THE SOLID SLEEVE JUST IN CASE YOU ARE NOT ABLE TO PUT PIPE RIGHT INTO THE FITTING.

Qty	Unit	Description	Price	Total Price
1	1.0 EA	10" LP MJ SOLID SLEEVE, SSB, DI, LESS ACCS	\$103.14	\$103.14
2	2.0 EA	10" DI PIPE MECHANICAL RESTRAINT FOR DUCTILE IRON PIPE (COLOR CODED BLACK)	\$39.57	\$79.14
3	2.0 EA	10" MJ BOLT & GASKET PAK W/8-3/4X4.5" COR-TEN T-HEAD BOLTS/NUTS & MJ GASKET	\$14.90	\$29.80
				\$212.08

Total Units: 1.0 Average Cost per Each: \$212.08

13) CONNECT TO EXISTING 10" 45 BEND (1 ea)

Qty	Unit	Description	Price	Total Price
1	1.0 EA	10" LP MJ SOLID SLEEVE, SSB, DI, LESS ACCS	\$103.14	\$103.14
2	2.0 EA	10" DI PIPE MECHANICAL RESTRAINT FOR DUCTILE IRON PIPE (COLOR CODED BLACK)	\$39.57	\$79.14
3	2.0 EA	10" MJ BOLT & GASKET PAK W/8-3/4X4.5" COR-TEN T-HEAD BOLTS/NUTS & MJ GASKET	\$14.90	\$29.80
				\$212.08

Total Units: 1.0 Average Cost per Each: \$212.08

14) 8" DIP PC350 WATERLINE (387 lf)

Qty	Unit	Description	Price	Total Price
1	387.0 FT	8"X18-1/2" PC350 TR-FLEX RESTRAINED DIP, C/L	\$20.30	\$7,856.10
2	3.4 HNDRD	20"X340' BLACK POLY TUBE (6"-8") 8 MIL ITEM HAS 20' PERFORATIONS.	\$25.97	\$88.30
3	5.0 EA	2"X100' POLY TAPE, PRINTED CORROSION PROTECTION TAPE	\$2.91	\$14.55
4	500.0 FT	14 GAUGE TRACER WIRE, BLUE	\$0.08	\$40.00
5	1.0 EA	8X6" MJXMJXF TEE, CL, SSB, DI, LESS ACCS	\$118.15	\$118.15
6	2.0 EA	8" MJ 45 BEND, CL, SSB, DI, LESS ACCS	\$69.24	\$138.48
7	6.0 EA	8" DI PIPE MECHANICAL RESTRAINT FOR DUCTILE IRON PIPE (COLOR CODED BLACK)	\$26.70	\$160.20
8	6.0 EA	8" MJ BOLT & GASKET PAK W/6-3/4X4.0" COR-TEN T-HEAD BOLTS/NUTS & MJ GASKET	\$11.74	\$70.44
				\$8,486.22

Total Units: 387.0 Average Cost per Lf: \$21.93

15) 8" GATE VALVE w/BOX & COVER (1 ea)

Qty	Unit	Description	Price	Total Price
1	1.0 EA	8" MJ X FLG RW DI OL VALVE, LESS ACCS	\$746.48	\$746.48
2	1.0 EA	TYPE C 564 VALVE BOX W/NYLON WATER LID	\$88.92	\$88.92
3	1.0 EA	DC457-6" BLUE DEBRIS CAP	\$48.39	\$48.39
4	1.0 EA	LOCATING COIL-DEBRIS CAP	\$9.68	\$9.68
5	1.0 EA	DC457DL LOCKING DEVICE FOR DC457 DEBRIS CAP	\$4.03	\$4.03
6	1.0 EA	8" CIFF GASKET 1/8" & PLATED BOLT PACK	\$11.12	\$11.12
7	1.0 EA	8" DI PIPE MECHANICAL RESTRAINT FOR DUCTILE IRON PIPE (COLOR CODED BLACK)	\$26.70	\$26.70
8	1.0 EA	8" MJ BOLT & GASKET PAK W/6-3/4X4.0" COR-TEN T-HEAD BOLTS/NUTS & MJ GASKET	\$11.74	\$11.74
				\$947.06

Total Units: 1.0

Average Cost per Each: \$947.06

16) 16"x8" TAPPING SLEEVE & VALVE (1 ea)

Qty	Unit	Description	Price	Total Price
1	1.0 EA	SSTIII 1780 X 8" ROMAC SS TAPPING SLEEVE-SS FLG 17.40-17.80 OD RANGE	\$1,065.28	\$1,065.28
2	1.0 EA	8" CIFF GASKET 1/8" & PLATED BOLT PACK	\$11.12	\$11.12
3	1.0 EA	8" MJ X FLG RW DI OL VALVE, LESS ACCS	\$746.48	\$746.48
4	1.0 EA	TYPE C 564 VALVE BOX W/NYLON WATER LID	\$88.92	\$88.92
5	1.0 EA	DC457-6" BLUE DEBRIS CAP	\$48.39	\$48.39
6	1.0 EA	LOCATING COIL-DEBRIS CAP	\$9.68	\$9.68
7	1.0 EA	DC457DL LOCKING DEVICE FOR DC457 DEBRIS CAP	\$4.03	\$4.03
8	1.0 EA	8" DI PIPE MECHANICAL RESTRAINT FOR DUCTILE IRON PIPE (COLOR CODED BLACK)	\$26.70	\$26.70
9	1.0 EA	8" MJ BOLT & GASKET PAK W/6-3/4X4.0" COR-TEN T-HEAD BOLTS/NUTS & MJ GASKET	\$11.74	\$11.74
				\$2,012.34

Total Units: 1.0

Average Cost per Each: \$2,012.34

17) WATER SERVICE COC DET C-301 (7 ea)

Qty	Unit	Description	Price	Total Price
1	3.0 EA	202B-1212 X 2" IP FORD BRASS SADDLE SADDLE FOR 11.10 TO 12.12 OD PIPE	\$153.16	\$459.48
2	4.0 EA	202B-962 X 2" IP FORD BRASS SADDLE DOUBLE STRAP TO FIT 9.05 TO 9.62 OD PIPE	\$115.95	\$463.80
3	7.0 EA	NL 2" FB500 FORD CORP STOP (BALL CORP) MALE IRON PIPE THREAD,BOTH ENDS	\$176.20	\$1,233.40
4	7.0 EA	2" SOLDER JOINT X FIPT ADAPTOR	\$12.01	\$84.07
5	100.0 FT	2" X 20' TYPE K HARD COPPER TUBING STRAIGHT LENGTH	\$10.14	\$1,014.00
6	7.0 EA	2" SOLDER JOINT X MIPT ADAPTOR	\$9.57	\$66.99
7	7.0 EA	NL 2" BFA13-777W FORD ANGLE BALL FLANGE METER FEMALE IRON PIPE THREAD BY METERFLANGE- WITH PADLO	\$210.35	\$1,472.45
8	7.0 EA	NO 4 CONCRETE METER BOX, 22X33"	\$38.28	\$267.96
9	7.0 EA	#4 POLYMER LID ONLY WITH TRPL HOLE, CHANDLER SPEC	\$81.87	\$573.09
				\$5,635.24

Total Units: 7.0

Average Cost per Each: \$805.03

19) 6" GATE VALVE w/BOX & COVER (1 ea)

Qty	Unit	Description	Price	Total Price
1	1.0 EA	6" MJ X FLG RW DI OL VALVE, LESS ACCS	\$477.91	\$477.91
2	1.0 EA	TYPE C 564 VALVE BOX W/NYLON WATER LID	\$88.92	\$88.92
3	1.0 EA	DC457-6" BLUE DEBRIS CAP	\$48.39	\$48.39
4	1.0 EA	LOCATING COIL-DEBRIS CAP	\$9.68	\$9.68
5	1.0 EA	DC457DL LOCKING DEVICE FOR DC457 DEBRIS CAP	\$4.03	\$4.03
6	1.0 EA	6" CIFF GASKET 1/8" & PLATED BOLT PACK	\$9.75	\$9.75
7	1.0 EA	6" DI PIPE MECHANICAL RESTRAINT FOR DUCTILE IRON PIPE (COLOR CODED BLACK)	\$17.77	\$17.77
8	1.0 EA	6" MJ BOLT & GASKET PAK W/6-3/4X4.0" COR-TEN T-HEAD BOLTS/NUTS & MJ GASKET	\$10.84	\$10.84
				\$667.29

Total Units: 1.0

Average Cost per Each: \$667.29

20) 6" DIP PC350 WATERLINE (30 lf)

Qty	Unit	Description	Price	Total Price
1	30.0 FT	6"X18'1-1/2" PC350 DI P TYTON JOINT, CMNT LINED DUCTILE IRON PIPE-ANSI A21.51	\$10.93	\$327.90
2	1.0 EA	6" MJ 90 BEND, CL, SSB, DI, LESS ACSS	\$58.59	\$58.59
3	2.0 EA	6" DI PIPE MECHANICAL RESTRAINT FOR DUCTILE IRON PIPE (COLOR CODED BLACK)	\$17.77	\$35.54
4	2.0 EA	6" MJ BOLT & GASKET PAK W/6-3/4X4.0" COR-TEN T-HEAD BOLTS/NUTS & MJ GASKET	\$10.84	\$21.68
				\$443.71

Total Units: 30.0

Average Cost per Lf: \$14.79

21) CONNECT TO EXISTING HYDRANT (1 ea)

Qty	Unit	Description	Price	Total Price
1	1.0 EA	6" DI PIPE MECHANICAL RESTRAINT FOR DUCTILE IRON PIPE (COLOR CODED BLACK)	\$17.77	\$17.77
2	1.0 EA	6" MJ BOLT & GASKET PAK W/6-3/4X4.0" COR-TEN T-HEAD BOLTS/NUTS & MJ GASKET	\$10.84	\$10.84
				\$28.61

Total Units: 1.0

Average Cost per Each: \$28.61

22) FIRE HYDRANT (ALLOWANCE) (1 ea)

Qty	Unit	Description	Price	Total Price
1	1.0 EA	WATEROUS NST 4'6" PACER 250 HYDRANT, 6" MJ EPOXY SHOE, LESS ACCS. OPEN LEFT, YELLOW	\$1,720.99	\$1,720.99
2	1.0 EA	CUSTODIAN HYDRANT LOCK FOR WATEROUS PACER HYD. FOR 1.5" PENT. NUT, WITH PIN. .	\$269.50	\$269.50
3	1.0 EA	OUT OF SERVICE TAG FOR NST HYDRANTS **** 5-1/4" ****	\$7.02	\$7.02
				\$1,997.51

Total Units: 1.0

Average Cost per Each: \$1,997.51

23) 4" GATE VALVE w/BOX & COVER (1 ea)

Qty	Unit	Description	Price	Total Price
1	1.0 EA	4" MJXFLG RW DI OL VALVE LESS ACCS	\$357.68	\$357.68
2	1.0 EA	TYPE C 564 VALVE BOX W/NYLON WATER LID	\$88.92	\$88.92
3	1.0 EA	DC457-6" BLUE DEBRIS CAP	\$48.39	\$48.39
4	1.0 EA	LOCATING COIL-DEBRIS CAP	\$9.68	\$9.68
5	1.0 EA	DC457DL LOCKING DEVICE FOR DC457 DEBRIS CAP	\$4.03	\$4.03
6	1.0 EA	4" CIFF GASKET 1/8" & PLATED BOLT PACK	\$6.02	\$6.02
7	1.0 EA	4" DI PIPE MECHANICAL RESTRAINT FOR DUCTILE IRON PIPE (COLOR CODED BLACK)	\$15.11	\$15.11
8	1.0 EA	4" MJ BOLT & GASKET PAK W/4-3/4X4.0" COR-TEN T-HEAD BOLTS/NUTS & MJ GASKET	\$8.58	\$8.58
				\$538.41

Total Units: 1.0

Average Cost per Each: \$538.41

24) CONNECT TO EXISTING 4" FIRE LINE (1 ea)

Qty	Unit	Description	Price	Total Price
1	18.0 FT	4"X18' CL51 DI PIPE, TYTON JOINT, CMNT LINED	\$17.10	\$307.80
2	1.0 EA	4" L P MJ SOLID SLEEVE, SSB, DI, LESS ACCS	\$31.47	\$31.47
3	2.0 EA	4" DI PIPE MECHANICAL RESTRAINT FOR DUCTILE IRON PIPE (COLOR CODED BLACK)	\$15.11	\$30.22
4	2.0 EA	4" MJ BOLT & GASKET PAK W/4-3/4X4.0" COR-TEN T-HEAD BOLTS/NUTS & MJ GASKET	\$8.58	\$17.16
				\$386.65

Total Units: 1.0

Average Cost per Each: \$386.65

Material List

Prod ID	Description	Unit	Qty	Unit Price	Total Price
030451	4"X18' CL51 DI PIPE, TYTON JOINT, CMNT LINED	FT	18.0	\$17.10	\$307.80
0306350	6"X18'-1/2" PC350 DI P TYTON JOINT, CMNT LINED DUCTILE IRON PIPE-ANSI A21.51	FT	30.0	\$10.93	\$327.90
0308350TLR	8"X18-1/2" PC350 TR-FLEX RESTRAINED DIP, C/L	FT	387.0	\$20.30	\$7,856.10
0310350TLRNS	10"x18' PC350 DI PIPE, TR-FLEX RESTRAINED JOINT, C/L, T/C	FT	281.0	\$26.05	\$7,320.05
10220H	2" X 20' TYPE K HARD COPPER TUBING STRAIGHT LENGTH	FT	100.0	\$10.14	\$1,014.00
18BG0440	4" MJ BOLT & GASKET PAK W/4-3/4X4.0" COR-TEN T-HEAD BOLTS/NUTS & MJ GASKET	EA	3.0	\$8.58	\$25.74
18BG0640	6" MJ BOLT & GASKET PAK W/6-3/4X4.0" COR-TEN T-HEAD BOLTS/NUTS & MJ GASKET	EA	4.0	\$10.84	\$43.36
18BG0840	8" MJ BOLT & GASKET PAK W/6-3/4X4.0" COR-TEN T-HEAD BOLTS/NUTS & MJ GASKET	EA	8.0	\$11.74	\$93.92
18BG1045	10" MJ BOLT & GASKET PAK W/8-3/4X4.5" COR-TEN T-HEAD BOLTS/NUTS & MJ GASKET	EA	18.0	\$14.90	\$268.20
18L045L	4" L P MJ SOLID SLEEVE, SSB, DI, LESS ACCS	EA	1.0	\$31.47	\$31.47
18L0690	6" MJ 90 BEND, CL, SSB, DI, LESS ACCS	EA	1.0	\$58.59	\$58.59
18L0806TMF	8X6" MJXMXF TEE, CL, SSB, DI, LESS ACCS	EA	1.0	\$118.15	\$118.15
18L0845	8" MJ 45 BEND, CL, SSB, DI, LESS ACCS	EA	2.0	\$69.24	\$138.48
18L1004TMFNS	10"x4" MJ/FLG TEE, CL, SSB, DI, LESS ACCS	EA	1.0	\$181.61	\$181.61
18L1008TMF	10X8" MJXMXFLG TEE, CL, SSB, DI, LESS ACCS	EA	1.0	\$217.41	\$217.41
18L1011	10" MJ 11-1/4 BEND, CL, SSB, DI, LESS ACCS	EA	4.0	\$99.75	\$399.00
18L10SL	10" LP MJ SOLID SLEEVE, SSB, DI, LESS ACCS	EA	2.0	\$103.14	\$206.28
311104	4" DI PIPE MECHANICAL RESTRAINT FOR DUCTILE IRON PIPE (COLOR CODED BLACK)	EA	3.0	\$15.11	\$45.33
311106	6" DI PIPE MECHANICAL RESTRAINT FOR DUCTILE IRON PIPE (COLOR CODED BLACK)	EA	4.0	\$17.77	\$71.08
311108	8" DI PIPE MECHANICAL RESTRAINT FOR DUCTILE IRON PIPE (COLOR CODED BLACK)	EA	8.0	\$26.70	\$213.60
311110	10" DI PIPE MECHANICAL RESTRAINT FOR DUCTILE IRON PIPE (COLOR CODED BLACK)	EA	18.0	\$39.57	\$712.26
43DL04FML	4" MJXFLG RW DI OL VALVE LESS ACCS	EA	1.0	\$357.68	\$357.68
43DL06FML	6" MJ X FLG RW DI OL VALVE, LESS ACCS	EA	1.0	\$477.91	\$477.91
43DL08FML	8" MJ X FLG RW DI OL VALVE, LESS ACCS	EA	2.0	\$746.48	\$1,492.96
43DL10ML	10" MJ RW DI OL VALVE, LESS ACCS	EA	1.0	\$1,185.59	\$1,185.59
51564IN	TYPE C 564 VALVE BOX W/NYLON WATER LID	EA	5.0	\$88.92	\$444.60
51DC457B	DC457-6" BLUE DEBRIS CAP	EA	5.0	\$48.39	\$241.95
51DC457LD	DC457DL LOCKING DEVICE FOR DC457 DEBRIS CAP	EA	5.0	\$4.03	\$20.15
51DCLC	LOCATING COIL-DEBRIS CAP	EA	5.0	\$9.68	\$48.40
56LWP25046NSMLEWS	WATEROUS NST 4" PACER 250 HYDRANT, 6" MJ EPOXY SHOE, LESS ACCS. OPEN LEFT, YELLOW	EA	1.0	\$1,720.99	\$1,720.99
58HYDLOKW	CUSTODIAN HYDRANT LOCK FOR WATEROUS PACER HYD. FOR 1.5" PENT. NUT, WITH PIN. .	EA	1.0	\$269.50	\$269.50
64202B096271	202B-962 X 2" IP FORD BRASS SADDLE DOUBLE STRAP TO FIT 9.05 TO 9.62 OD PIPE	EA	4.0	\$115.95	\$463.80
64202B121271	202B-1212 X 2" IP FORD BRASS SADDLE SADDLE FOR 11.10 TO 12.12 OD PIPE	EA	3.0	\$153.16	\$459.48

Prod ID	Description	Unit	Qty	Unit Price	Total Price
65SSTIII178008	SSTIII 1780 X 8" ROMAC SS TAPPING SLEEVE-SS FLG 17.40-17.80 OD RANGE	EA	1.0	\$1,065.28	\$1,065.28
67BFA13777WNL	NL 2" BFA13-777W FORD ANGLE BALL FLANGE METER FEMALE IRON PIPE THREAD BY METERFLANGE- WITH PADLO	EA	7.0	\$210.35	\$1,472.45
67FB5007NL	NL 2" FB500 FORD CORP STOP (BALL CORP) MALE IRON PIPE THREAD,BOTH ENDS	EA	7.0	\$176.20	\$1,233.40
68S2AFIPT	2" SOLDER JOINT X FIPT ADAPTOR	EA	7.0	\$12.01	\$84.07
68S2AMIPT	2" SOLDER JOINT X MIPT ADAPTOR	EA	7.0	\$9.57	\$66.99
82CMB4	NO 4 CONCRETE METER BOX, 22X33"	EA	7.0	\$38.28	\$267.96
82PMBL4TRPL	#4 POLYMER LID ONLY WITH TRPL HOLE, CHANDLER SPEC	EA	7.0	\$81.87	\$573.09
86FBPCI048K	4" CIFF GASKET 1/8" & PLATED BOLT PACK	EA	1.0	\$6.02	\$6.02
86FBPCI068K	6" CIFF GASKET 1/8" & PLATED BOLT PACK	EA	1.0	\$9.75	\$9.75
86FBPCI088K	8" CIFF GASKET 1/8" & PLATED BOLT PACK	EA	2.0	\$11.12	\$22.24
8820340BLK	20"X340' BLACK POLY TUBE (6"-8") 8 MIL ITEM HAS 20' PERFORATIONS.	HNRD	3.4	\$25.97	\$88.30
8827340BLK	27"X340' BLACK POLY TUBE (10-12") 8 MIL 20' PERFS	HNRD	3.4	\$35.00	\$119.00
88TAPEPR	2"X100' POLY TAPE, PRINTED CORROSION PROTECTION TAPE	EA	10.0	\$2.91	\$29.10
95NSTOOST	OUT OF SERVICE TAG FOR NST HYDRATNS **** 5-1/4" ****	EA	1.0	\$7.02	\$7.02
95TDWB3	3"X1000' DETECTABLE TAPE - WATER - BLUE	ROLL	1.0	\$20.97	\$20.97
95WT14B	14 GAUGE TRACER WIRE, BLUE	FT	1,000.0	\$0.08	\$80.00
Total before Taxes:					\$31,978.98

Fullerform Systems, Inc

Estimate

SBE & HUBZone Certified

24 E Pioneer Street, Phoenix, AZ 85040

Phone: 602-268-5701

Fax: 602-268-3291

Date	Estimate #
4/20/2015	28048

Name / Address
Achen - Gardner Eng. LLC 550 S 79th St Chandler, AZ 85226

Ship To

P.O. No.	Terms	Rep	Project	Notes
	Net 30	DV		

Qty	Item	Description	Cost	Total
-----Chandler Downtown Site 3-----				
-----Item 10) 10" DIP PC350 Waterline-----				
288	10DIPTRFLEX	10" CL350 DIP TR FLEX (OPTION)	29.85	29.85
	10DIP350	10" TJ DIP C1350	21.45149	6,178.03
	FLGSK10	10" FIELD LOK GASKET (OPTION)	147.57	147.57
16	PRC1110	10" 1100C PVC Pipe x Pipe Joint Restraint (DIP)	146.77	2,348.32
1	10-12" Black	27"x340', Black, Polywrap perf 20' (10-12")	156.00	156.00
3	TA-33-PW21	2" x 100' x 10 MIL	4.95	14.85
1	1000' watertape	1000' Roll of Detectable Water Tape Blue	37.00	37.00
1	1014-41-02	14UF Blue Wire x 500	52.97	52.97
4	MJB1110	10" M.J. 11-1/4 BEND	127.31	509.24
12	SGDP10	10" DIP Stargrip Series 3000	48.12	577.44
12	MJBGAS10	10" Megalug Gasket & Bolt kit	17.04	204.48
1	MJFT1008	10"X8" MJXFLG TEE	277.50	277.50
1	mjft1004	10" x 4" mj x flg Tee	207.04	207.04
		Subtotal		10,740.29 ✓
-----Item 11) 10" Gate Valve w/ Box & Cover-----				
1	2510-1MJXMJ	10" MJ X MJ Gate Valve 2510-1 NRS W/2" Op Nut	1,225.13	1,225.13
	VB562A COMPL...			
1	VBB562A	562A Valve Box Bottom (24")	27.20	27.20
1	VBT562A16T	562A Valve Box Top Only (16T)	22.88	22.88
	NPRNPR600	NON-POP LID FOR 562 V.B.CHANDLER	37.20	37.20
		VB562A BOTTOM (24"), TOP (16T), & LID		87.28
1	DC457Blue	DC 457 (562A Debris Cap) BLUE	65.25	65.25
2	SGDP10	10" DIP Stargrip Series 3000	48.12	96.24
2	MJBGAS10	10" Megalug Gasket & Bolt kit	17.04	34.08

Please notify Fullerform at or before the time product is ordered if the purchase should be taxed under the "Retail Classification" based on the new tax law.

Subtotal

Sales Tax (8.3%)

This Estimate is for bidding purposes only. We are not responsible for items missed on the bid. We also reserve that when shipped the customer review and revise the item list for proper delivery.

Total

Fullerform Systems, Inc

Estimate

SBE & HUBZone Certified

24 E Pioneer Street, Phoenix, AZ 85040

Phone: 602-268-5701

Fax: 602-268-3291

Date	Estimate #
4/20/2015	28048

Name / Address
Achen - Gardner Eng. LLC 550 S 79th St Chandler, AZ 85226

Ship To

P.O. No.	Terms	Rep	Project	Notes
	Net 30	DV		

Qty	Item	Description	Cost	Total
		Subtotal		1,507.98 ✓
		-----Item 12 Connect to Existing 10' Inserta Valve-----		
1	260-1440831	12" XL Two-Bolt Wide Range Coup 13.15-14.40	515.60	515.60
		Subtotal		515.60
		-----Item 13 Connect to existing 10" 45 Bend-----		
1	SGDP10	10" DIP Stargrip Series 3000	48.12	48.12
1	MJBGAS10	10" Megalug Gasket & Bolt kit	17.04	17.04
		Subtotal		65.16 ✓
		-----Item 14) 8" Dip PC 350 Waterline-----		
	8DIPTRFLEX	8" TR Flex DIP CL350 (OPTION)	23.26	23.26
396	8DIP350	8" TJ DIP CL350	16.42409	6,503.94
	FLGSK08	8" FIELD LOK GASKET (OPTION)	102.07	102.07
22	PRC1108	8" 1100C PVC PIPE X PIPE RESTRAINTS (DIP)	66.12	1,454.64
2	6-8" Black	20"x340', Black, Polywrap perf 20' (6-8")	140.00	280.00
2	TA-33-PW21	2" x 100' x 10 MIL	4.95	9.90
1	1014-41-02	14UF Blue Wire x 500	52.97	52.97
2	MJB4508	8" M.J. 45 deg Bend	88.38	176.76
6	SGDP08	8" DIP Stargrip Series 3000	32.52	195.12
6	MJBGAS08	8" Megalug Gasket & Bolt Kit	11.60	69.60
1	MJFT0806	8" x 6" M.J. x Fl. Tee	150.80	150.80 ✓
		Subtotal		9,019.06
		-----Item 15) 8" Gate Valve w/ Box & Cover-----		
1	2508-1FLXMJ	8" FL X MJ Gate Valve 2508-1 NRS W/2" Op Nut	771.16	771.16

<p>Please notify Fullerform at or before the time product is ordered if the purchase should be taxed under the "Retail Classification" based on the new tax law.</p>	Subtotal
	Sales Tax (8.3%)
<p>This Estimate is for bidding purposes only. We are not responsible for items missed on the bid. We also reserve that when shipped the customer review and revise the item list for proper delivery.</p>	Total

Fullerform Systems, Inc

Estimate

SBE & HUBZone Certified

24 E Pioneer Street, Phoenix, AZ 85040

Phone: 602-268-5701

Fax: 602-268-3291

Date	Estimate #
4/20/2015	28048

Name / Address
Achen - Gardner Eng. LLC 550 S 79th St Chandler, AZ 85226

Ship To

P.O. No.	Terms	Rep	Project	Notes
	Net 30	DV		

Qty	Item	Description	Cost	Total
1	8BNGKit	8" Bolt Nut & Gasket Kit	14.40	14.40
1	SGDP08	8" DIP Stargrip Series 3000	32.52	32.52
1	MJBGAS08	8" Megalug Gasket & Bolt Kit	11.60	11.60
1	VB562A COMPL...	562A Valve Box Bottom (24")	27.20	27.20
1	VBB562A	562A Valve Box Top Only (16T)	22.88	22.88
1	VBT562A16T	NON-POP LID FOR 562 V.B.CHANDLER	37.20	37.20
1	NPRNPR600	VB562A BOTTOM (24"), TOP (16T), & LID	87.28	87.28
1	DC457Blue	DC 457 (562A Debris Cap) BLUE	65.25	65.25
		Subtotal		982.21
		-----Item 16) 16"x8" Tapping Sleeve/ Valve-----		
1	432-1740x8	16" DIP x 8" SS Tapping Sleeve OD 17.40 - 17.80	1,620.28	1,620.28
1	2508-1FLXMJ	8" FL X MJ Gate Valve 2508-1 NRS W/2" Op Nut	771.16	771.16
1	8BNGKit	8" Bolt Nut & Gasket Kit	14.40	14.40
1	SGDP08	8" DIP Stargrip Series 3000	32.52	32.52
1	MJBGAS08	8" Megalug Gasket & Bolt Kit	11.60	11.60
1	VB562A COMPL...	562A Valve Box Bottom (24")	27.20	27.20
1	VBB562A	562A Valve Box Top Only (16T)	22.88	22.88
1	VBT562A16T	NON-POP LID FOR 562 V.B.CHANDLER	37.20	37.20
1	NPRNPR600	VB562A BOTTOM (24"), TOP (16T), & LID	87.28	87.28
1	DC457Blue	DC 457 (562A Debris Cap) BLUE	65.25	65.25
		Subtotal		2,602.49
		-----Item 17 Water Service COC STD Det C-301-----		

<p>Please notify Fullerform at or before the time product is ordered if the purchase should be taxed under the "Retail Classification" based on the new tax law.</p>	Subtotal
	Sales Tax (8.3%)
<p>This Estimate is for bidding purposes only. We are not responsible for items missed on the bid. We also reserve that when shipped the customer review and revise the item list for proper delivery.</p>	Total

Fullerform Systems, Inc

Estimate

SBE & HUBZone Certified

24 E Pioneer Street, Phoenix, AZ 85040

Phone: 602-268-5701

Fax: 602-268-3291

Date	Estimate #
4/20/2015	28048

Name / Address
Achen - Gardner Eng. LLC 550 S 79th St Chandler, AZ 85226

Ship To

P.O. No.	Terms	Rep	Project	Notes
	Net 30	DV		

Qty	Item	Description	Cost	Total
3	3826 DBS 10 X 1	-----Plans not clear on size of outlet)----- 10" X 1" DOUBLE STRAP SADDLE..CI X AC OD NPT	135.61333	406.84
4	3826 DBS 8" X 1"	8" X 1" DOUBLE STRAP SADDLE ..NPT OD AC/ CI	108.4925	433.97
7	74704B-1NL	1" MIP X FLARE BALL CORP NO LEAD	51.02143	357.15
7	74602B-1NL	1" FLARE AMS NO LEAD	98.88	692.16
7	482MeterBox&Lid	#482 Polymer Meter Box Lid for city of Chandler use #2 conc box	51.00	357.00
7	#2MeBoxConc.	#2 Concrete Meter Box (17-1/4"x24-3/4"x12")	33.85	236.95
100	1Cu100KSoft	1" x 100' Type "K" Soft Copper	4.6699	466.99
		Subtotal		2,951.06 ✓
		-----Item 19) 6" Gate Valve w/ Box & Cover-----		
1	2506-1FLXMJ	6" FL X MJ Gate Valve 2506-1 NRS W/2" Op Nut	493.62	493.62
1	6BNGKit	6" Bolt Nut & Gasket Kit	11.60	11.60
1	SGDP06	6" DIP Stargrip Series 3000	21.60	21.60
1	MJBGAS06	6" Megalug Gasket & Bolt Kit	10.66	10.66
	VB562A COMPL...			
1	VBB562A	562A Valve Box Bottom (24")	27.20	27.20
1	VBT562A16T	562A Valve Box Top Only (16T)	22.88	22.88
1	NPRNPR600	NON-POP LID FOR 562 V.B.CHANDLER VB562A BOTTOM (24"), TOP (16T), & LID	37.20	37.20
1	DC457Blue	DC 457 (562A Debris Cap) BLUE	65.25	87.28
		Subtotal		690.01 ✓
		-----Item 20) 6" DIP-PC350-Waterline-----		
	6DIPTRFLEX	6" TR Flex DIP CL350 OPTION	17.90	17.90

Please notify Fullerform at or before the time product is ordered if the purchase should be taxed under the "Retail Classification" based on the new tax law.

Subtotal

Sales Tax (8.3%)

Total

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Fullerform Systems, Inc

Estimate

SBE & HUBZone Certified

24 E Pioneer Street, Phoenix, AZ 85040

Phone:602-268-5701

Fax: 602-268-3291

Date	Estimate #
4/20/2015	28048

Name / Address
Achen - Gardner Eng. LLC 550 S 79th St Chandler,AZ 85226

Ship To

P.O. No.	Terms	Rep	Project	Notes
	Net 30	DV		

Qty	Item	Description	Cost	Total
36	6DIP350	6" TJ DIP CL350	12.625	454.50
	FLGSK06	6" FIELD LOK GASKET	87.89	87.89
	PRC1106	6" 1100C PVC PIPE X PIPE RESTRAINTS (DIP)	39.96	39.96
		Subtotal		600.25
		-----Item 21 Connect to existing Hydrant-----		
1	SGDP06	6" DIP Stargrip Series 3000	21.60	21.60
1	MJBGAS06	6" Megalug Gasket & Bolt Kit	10.66	10.66
		Subtotal		32.26
		-----Item 22 Furnish Fire Hydrant (allowance)-----		
1	3'6"HydSGC	3'6" Hydrant SGC Waterous	1,685.59	1,685.59
1	SGDP06	6" DIP Stargrip Series 3000	21.60	21.60
1	MJBGAS06	6" Megalug Gasket & Bolt Kit	10.66	10.66
1	CUST-NEO-WAT...	CUSTODIAN HYDRANT LOCK FOR WATEROUS WB-67 WITH WEATHER SHIELD	375.00	375.00
		Subtotal		2,092.85
		-----Item 23) 4" Gate Valve w/ Box & Cover-----		
1	2504-1FLXMJ	4" FL X MJ Gate Valve 2504-1 NRS W/2" Op Nut	369.39	369.39
1	SGDP04	4" DIP Stargrip Series 3000	18.36	18.36
1	MJBGAS04	4" Megalug Gasket & Bolt Kit	9.54	9.54
1	4BNGKit	4" Bolt Nut & Gasket Kit	8.20	8.20
	VB562A COMPL...			
1	VBB562A	562A Valve Box Bottom (24")	27.20	27.20
1	VBT562A16T	562A Valve Box Top Only (16T)	22.88	22.88
1	NPRNPR600	NON-POP LID FOR 562 V.B.CHANDLER	37.20	37.20

Please notify Fullerform at or before the time product is ordered if the purchase should be taxed under the "Retail Classification" based on the new tax law.

Subtotal

Sales Tax (8.3%)

Total

This Estimate is for bidding purposes only. We are not responsible for items missed on the bid. We also reserve that when shipped the customer review and revise the item list for proper delivery.

Fullerform Systems, Inc

Estimate

SBE & HUBZone Certified

24 E Pioneer Street, Phoenix, AZ 85040

Phone: 602-268-5701

Fax: 602-268-3291

Date	Estimate #
4/20/2015	28048

Name / Address
Achen - Gardner Eng. LLC 550 S 79th St Chandler, AZ 85226

Ship To

P.O. No.	Terms	Rep	Project	Notes
	Net 30	DV		

Qty	Item	Description	Cost	Total
	DC457Blue	VB562A BOTTOM (24"), TOP (16T), & LID DC 457 (562A Debris Cap) BLUE Subtotal	65.25	87.28 65.25 558.02
18	4DIP350	-----Item 24 Connect to Existing 4" FireLine----- 4" TJ DIP CL350	15.67778	282.20
1	MJSL04	4" M.J. Solid Sleeve Long	40.18	40.18
2	SGDP04	4" DIP Stargrip Series 3000	18.36	36.72
2	MJBGAS04	4" Megalug Gasket & Bolt Kit Subtotal	9.54	19.08 378.18
		-----PRICE GOOD THROUGH SEPT 2015----- -----I GAVE YOU SEVERAL OPTIONS ON RESTRINED PIPE-- APPLY AS NEEDED-----		

<p>Please notify Fullerform at or before the time product is ordered if the purchase should be taxed under the "Retail Classification" based on the new tax law.</p>	<p>Subtotal</p>	<p>\$32,735.42</p>
	<p>Sales Tax (8.3%)</p>	<p>\$0.00</p>
<p>This Estimate is for bidding purposes only. We are not responsible for items missed on the bid. We also reserve that when shipped the customer review and revise the item list for proper delivery.</p>	<p>Total</p>	<p>\$32,735.42</p>

Analyze Quotes

Folder: 4535 TAPPING SLEEVE SUB

Vendor Code: PIPELINE SE
 Vendor Name: PIPELINE SE
 Vendor Phone:

Bid	Activity	Resource Description	Quantity	Unit	UP	UP	UP
160	051060	4005106 16" X 8" TAPPING SLEEVE/	1.00	EA	450.000		
360	051060	4005106 8" INSERT-A-VALVE (ALL	1.00	EA	5,100.000		
370	051060	4005106 4" INSERT-A-VALVE (ALL	1.00	EA	3,850.000		

Totals: 9,400.00
Difference From Plug:

Note:
 A "P" beside a price indicates a plug price.
 Bold indicates that the vendor is selected.

Andy Mortensen

From: bruce@pipelineservices.net
Sent: Tuesday, April 21, 2015 1:56 PM
To: Andy Mortensen
Subject: RE: Request For Quotation - Chandler Downtown Sites - Site 3

Andy ** The cost for the tapping sleeve install - test & tap is \$450.00 Total. Thanks Bruce

Bruce Martell
Pipeline Services Inc.
3825 South 27th Street
Phoenix Az. 85040
Off# 480-675-8767
Fax# 602-305-9139

----- Original Message -----

Subject: Request For Quotation - Chandler Downtown Sites - Site 3
From: Andy Mortensen <amortensen@achen.com>
Date: Tue, April 21, 2015 8:48 am
To: "bruce@pipelineservices.net" <bruce@pipelineservices.net>

Bruce,

Can you please provide a price to install/tap (1 each) 16" x 8" tapping sleeve and gate valve on Chandler Blvd? I will furnish the tapping sleeve and valve. I need the price by 10:00am on Friday. Please see additional project information below:

Owner: City of Chandler
Project: Downtown Sites – Site 3
Project Number: WW1506.401
Location: Downtown Chandler

All quotes are due at **10:00 AM, 04/24/2015**

Please follow the link below in order to access the plans and specifications for this project:

<https://achen.box.com/downtownsite3>

If you have any questions or comments regarding this project, I can be reached at the number below.

Regards,

ANDY MORTENSEN

Estimator

ACHEN-GARDNER CONSTRUCTION

550 South 79th Street | Chandler, AZ 85226

2425 West Wave Hill Court | Tucson, AZ 85705

Analyze Quotes

Folder: 4910 SURVEY SUB
 SIG DID NOT PROVIDE A QUOTE FOR THIS PROJECT

Vendor Code: **EPS GROUP** RITOCH POW SIG
 Vendor Name: **EPS GROUP** RITOCH POW SIG
 Vendor Phone:

Bid	Activity	Resourc	Description	Quantity	Unit	UP	UP	UP
20	123100	4009101	SURVEY	1.00	LS	2,000.000	2,520.000	
30	123100	4009101	SURVEY AS-BUILTS	1.00	LS	700.000	2,220.000	

Totals: **2,700.00** 4,740.00
Difference From Plug: 2,040.00 -2,700.00

Note:
 A "P" beside a price indicates a plug price.
 Bold indicates that the vendor is selected.



April 24, 2015

ATTN: Andy Mortenson
Achen-Gardner Construction

Re: City Of Chandler – Proj. # WW1506.401

Mr. Mortensen:

Thank you for the opportunity to provide you with a bid for the survey services related to the above referenced task. Our estimate is based on the scope of work listed below:

- Calibrate site horizontally and vertically and set site control.
- Stake water at 50' intervals including all fittings and valves.
- Provide as built drawings per City of Chandler requirements.

Our proposal is for one set of stakes; any restaking or staking outside our scope of work will be billed hourly at our current rate. Our total fee for these services as shown in our scope of work is \$2,700.

We look forward to establishing a long working relationship with you and your company. If you have any questions or concerns, please feel free to call me at your convenience at 480-226-9906.

Sincerely,

A handwritten signature in blue ink, appearing to read 'B.J.' or similar initials.

Brandyn Jones, R.L.S.
Survey Manager
EPS Group, Inc.





■ Special Projects ■ Transportation ■ Site Civil ■ Drainage ■ Survey ■ Aviation

April 22, 2015

Andy Mortensen
Archen-Gardner Construction
5650 South 79th St.
Chandler, Arizona, 85226

RE: Proposal for Construction Staking Services for "**City of Chandler Downtown Site 3 Water Infrastructure**" located in the City of Chandler, Arizona.

Dear Mr. Mortensen:

RIToch-POWELL & Associates (RPA) is pleased to present this proposal for construction staking of the above reference project. This proposal is based on 65% not-approved improvement plans and comments received from client and the city.

RPA will perform the tasks specified in this proposal on a **Lump Sum** basis. For work performed on a lump sum basis, no work will be performed outside the scope of the respective item without a signed change order, or without authorization to perform the additional work on a time and materials basis.

RPA will perform re-staking or additional tasks not specified in this proposal on a **Time and Materials** "not to exceed without authorization (NTEA)" basis. Time and materials estimates in this scope have been prepared primarily for budgeting purposes and RPA makes no warranty that the scope items can actually be completed within the designated fee estimates. This means that any work on the time and materials scope items identified in this proposal will only continue as long as funds are available in the budget and regardless of whether or not the scope has been completed. This arrangement will remain in effect unless and until written authorization is given to exceed budget amounts and to complete the work outlined in the scope.

Any scope items not explicitly included in this scope are excluded, but may be performed upon written request at the time and materials rates shown in Exhibit "A". In the event that our hourly rates are adjusted, an update of Exhibit "A" will be submitted for subsequent use on this contract.

A. CONSTRUCTION STAKING SERVICES SCOPE OF WORK

Scope of Work	Lump Sum Fee
<p>1. Site Control. Since we did the original design and topo. We will only have to set some benchmarks at the end of each alley way for a relatively closer benchmark.</p>	<p>\$ 350.00</p>
<p>2. Waterline. Stake and grade waterline alignment at 50' intervals. Staking and grading all tees, valves, dips, fire hydrants, and water services. One trip for staking. Offsets per contractor.</p>	<p>\$ 1,270.00</p>
<p>3. As builds. Provide as build information for waterlines on requested media. One trip per alleyway so we won't delay your backfilling.</p>	<p>\$2,220.00</p>

EXCLUSIONS

Locating or verifying underground utilities prior to construction. Any items not included in the above Scope of Work for Construction Staking and Survey Services.

B. REIMBURSABLES

All printing, blueprinting, copying, special reproductions and deliveries will be performed in-house by RPA. Blueprinting, printing copies, special reproductions, deliveries, and mailing costs will be billed according to actual costs for these items. The client shall pay all review fees, processing fees, development fees, impact fees, recording fees, and other fees required by the municipalities and other agencies directly to the municipalities or agencies. Consultant will not pay any fees under a reimbursement agreement. This scope will be done on a **Time and Materials** basis with the associated fees as shown in "Exhibit A". In the event that our hourly rates are adjusted, an update of Exhibit "A" will be submitted for approval and subsequent use on this contract.

Estimated Time and Materials/Reimbursable Fee \$ 900.00

Total Amount of the Proposal \$ 3,950.00

(Excluding estimated amount for Reimbursable)

PROGRESS BILLING AND METHOD OF PAYMENT

RPA will submit progress billings each month for the work completed previous to the submittal of the invoice and for all reimbursable items completed up to that point. Payment will be due upon receipt of invoice.

We hope that this scope of services meets your requirements and helps to fulfill your goals for this project. Your signature below will serve as your acceptance of this proposal.

Respectfully,

RITOCH-POWELL & Associates

Jim Crume PLS, MS, CFedS
Survey Manager

Accepted By: _____ Date: _____

Title: _____

SURVEY REQUIREMENTS

This proposal is based on the Client's agreement to the following requirements. If you have any questions or wish to modify the following survey requirements, please contact us and we will seek a mutual agreement and revise our proposal and fee accordingly.

1. The controlling survey monuments must be in place and meet requirements and accuracy standards set forth in Arizona Revised Statute requirements for land surveys and construction staking in the State of Arizona.
2. Benchmark(s) published on the approved plans must be in place and meet the accuracy required for surveying and construction staking.
3. Prior to commencing work, RPA will require two sets of the approved construction documents and electronic AutoCAD files.
4. Unless stated otherwise, the Surveyor will provide one set of stakes for all tasks listed in the attached Scope of Work.
5. The Client shall not hold the Surveyor liable for alleged inaccuracy of survey stakes unless said stakes are undisturbed and verifiable as to their origin.
6. Areas requested for staking must be clear of obstructions such as vehicles, equipment, debris, fill piles, etc. It is the Client's responsibility to remove such obstructions. RPA will bill the Client on a time and materials basis for stand-by time necessitated by lack of work area availability.
7. The Surveyor requires the Contractor to make all requests for staking and surveying services a minimum of two full working days in advance.
8. When as-built surveys of underground utilities are required, we require the Contractor to keep trenches open and accessible for as-built measurements of the underground utilities in place. If trenches are backfilled to the extent that the Surveyor cannot take as-built measurements, it is the Contractor's responsibility to expose said utilities in order to complete as-built measurements as required by the governing agencies. RPA and the Surveyor will assume no liabilities for costs or corrective actions necessary for obtaining as-built measurements.

EXHIBIT "A"

Current 2014 Hourly Rate Schedule*

Updated: April, 2014

1. Personnel Services

Administrative Assistant	\$ 55.00/hr.
CAD Technician	60.00/hr.
Design Engineer	100.00/hr.
Project Engineer	110.00/hr.
Project Manager	140.00/hr.
Principal	180.00/hr.
Registered Land Surveyor	125.00/hr.
Survey Technician	60.00/hr.
Survey Tech 2	65.00/hr.
Project Surveyor (LSIT)	100.00/hr.
One-Man Survey Crew w/ GPS or Robotic	95.00/hr.
Two-Man Survey Crew	115.00/hr.

- *Time and one half shall apply to Saturdays and over 8 hours per day or over 40 hours per week.*

*We reserve the right to adjust the fees shown. In the event that the rates are adjusted, an update of Exhibit "A" will be submitted for use in conjunction with this project.

Analyze Quotes

Folder: 4710 TRAFFIC CONTROL SUB

Vendor Code: TRAFFICAD
 Vendor Name: TRAFFICAD
 Vendor Phone:

Bid	Activity	Resource	Description	Quantity	Unit	UP	UP	UP
290	119020	4007101	TRAFFIC/PEDESTRIAN CO	56.00	DA	82.000		
290	119021	4007101	TRAFFIC/PEDESTRIAN CO	32.00	EA	100.000		
290	119022	4007101	TRAFFIC/PEDESTRIAN CO	3.00	DA	150.000		
290	119023	4007101	TRAFFIC/PEDESTRIAN CO	6.00	EA	245.000		
290	119024	4007101	TRAFFIC/PEDESTRIAN CO	3.00	DA	150.000		
290	119025	4007101	TRAFFIC/PEDESTRIAN CO	6.00	EA	254.000		
290	119026	4007101	TRAFFIC/PEDESTRIAN CO	1.00	EA	50.000		
300	119020	4007101	VARIABLE MESSAGE BOA	56.00	DY	70.000		
300	119021	4007101	VARIABLE MESSAGE BOA	10.00	EA	170.000		
350	119022	4007101	ALT. INSERT-A-VALVE IN	6.00	DA	150.000		
350	119023	4007101	ALT. INSERT-A-VALVE IN	4.00	EA	250.000		

Totals: 19,256.00

Difference From Plug:

Note:

A "P" beside a price indicates a plug price.

Bold indicates that the vendor is selected.



P: 602.431.0911 F: 602.272.2827

2533 West Holly Street / Phoenix, Arizona / 85009

WE PROVIDE:

BARRICADES

TRAFFIC CONTROL

TRAFFIC PLANS

PLATES & SHORING

PAVEMENT MILLING

SAWING & CORING

BARRIER WALL

SAFETY SUPPLIES

CUSTOM SIGNS

SIGN INSTALLATIONS

ASPHALT PAVING

Locations:

Phoenix

2533 W. Holly St.
Phoenix, AZ 85009
(602) 431-0911

Chandler

17046 S. Weber Dr.
Chandler, AZ 85226
(602) 431-0911

Tucson

2721 N. Flowing Wells
Tucson, AZ 85705
(520) 624-0465

Prescott

11580 E. Santa Fe Loop
Dewey, AZ 86327
(928) 759-0094

Flagstaff

5301 E. Commerce Ave.
Flagstaff, AZ 86004
(928) 759-0094

ACHEN GARDNER
Downtown Site 3 Water Infrastructure
Chandler Blvd & Oregon St
City of Chandler Project No. WW1506.401
Bid Date: 4/24/2015

TRAFFIC CONTROL DAILY ESTIMATE

ALLEY CLOSURE FROM OREGON ST TO CHANDLER BLVD.

Provide an alley closure between Chandler Blvd & Buffalo by closing the entrance at Oregon St and at Chandler Blvd. **24 hour set up.** Estimated cost for equipment rental daily is \$15.00 per location. Estimated initial cost for sale items is \$82.00. Estimated labor cost to set up OR take down this closure is \$100.00 per occurrence.

CHANDLER BLVD EAST BOUND DOUBLE LANE CLOSURE- WORK AREA: 200 FT.

Provide an east bound double lane closure on Chandler Blvd shifting traffic thru the high speed lane or thru the curb lane for the above mention distance. **All units equipped with lights.** Estimated cost for equipment rental daily is \$150.00. Estimated initial cost for sale items is \$180.00. Estimated labor cost to set up OR take down this closure is \$245.00 per occurrence.

Chandler Specialty Sign:

24' x 30' Chandler Sign- \$50.00 each.

Variable Message Board Rental:

(2) Variable Message Boards @ \$35.00 each- \$70.00 /per day.
Estimated labor cost to deliver or pick up both units is \$170.00 per occurrence.

EXCLUSIONS:

Message Boards, No Parking Signs, Municipal Plan Review, Permit Fees, Shadow Truck, Project Specialty Signs, Concrete or Water Filled Barrier Wall, Flagman, Police Officers, Standby Time, and ADA Compliance.

TERMS / CONDITIONS:

1. Invoices will be based off the actual ticketed equipment and / or labor delivered to the job.
2. Job check and service will be provided on a regular basis at no charge.
3. Sales tax is not included and will be added to all billings. Tax rate subject to change if the prevailing rate changes.
4. 0% Retention

Trafficade Estimator:

Abel Duenez
602-431-0911
abel@trafficade.com

EXHIBIT G: DIRECT COST REPORT DETAIL

April 29, 2015

Downtown Sites 3,4,5,6, and 7 Water-Wastewater Infrastructure

GMP1 – Site 3

City of Chandler Project No. WW1506.251 / Achen-Gardner No. 3453100

See attached Direct Cost Report Detail

Direct Cost Report

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Perm Labor	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 50 CLIENT# = 5									
Description =	CONSTRUCTION WATER		Land Item Unit =	SCHEDULE: 1 100	LS	Takeoff Quan:	1.000	Engr Quan:	1.000
115030	BUY CONSTRUCTION WATER	Quan:	2.00 MO	Hrs/Shft:	8.00	Cal: 508	WC: NOWC		
99151000	CONSTRUCTION WATE	1.00	1,600.00 MG	2.500		4,000			4,000
99151800	3" BFP RENTAL	1.00	2.00 MO	300.000		600			600
\$4,600.00				[]		4,600			4,600
=====>	Item Totals: 50 - CONSTRUCTION WATER								
\$4,600.00				[]		4,600			4,600
4,600.000	1 LS					4,600.00			4,600.00
BID ITEM = 60 CLIENT# = 6									
Description =	SWPPP		Land Item Unit =	SCHEDULE: 1 100	LS	Takeoff Quan:	1.000	Engr Quan:	1.000
185110	SWPPP MATERIALS	Quan:	1.00 LS	Hrs/Shft:	8.00	Cal: 508	WC: NOWC		
40091030	SWPPP SUB	1.00	1.00 LS	250.000				250	250
185210	TRACKOUT PAD	Quan:	1.00 EA	Hrs/Shft:	8.00	Cal: 508	WC: NOWC		
<u>185210</u>	TRACKOUT ROCK CREW		4.00 CH	Prod:	2.0000 US	Lab Pcs:	1.00	Eqp Pcs:	1.00
23108110	TRACKOUT ROCK 1-3"	1.00	30.00 TN	20.000		600			600
81609500	950 LOADER	1.00	4.00 HR	80.720			323		323
L7100220	PIPE OPERATOR 2	1.00	4.00 MH	25.220	167				167
\$1,090.22	4.0000 MH/EA		4.00 MH	[100.88]	167	600	323		1,090
185220	CONCRETE WASHOUT	Quan:	2.00 EA	Hrs/Shft:	8.00	Cal: 508	WC: NOWC		
<u>185210</u>	TRACKOUT ROCK CREW		8.00 CH	Prod:	2.0000 US	Lab Pcs:	1.00	Eqp Pcs:	1.00
81609500	950 LOADER	1.00	8.00 HR	80.720			646		646
L7100220	PIPE OPERATOR 2	1.00	8.00 MH	25.220	335				335
\$980.44	4.0000 MH/EA		8.00 MH	[100.88]	335		646		980
=====>	Item Totals: 60 - SWPPP								
\$2,320.66	12.0000 MH/LS		12.00 MH	[302.64]	502	600	969	250	2,321
2,320.660	1 LS				502.02	600.00	968.64	250.00	2,320.66
BID ITEM = 70 CLIENT# = 7									
Description =	SWEEPING		Land Item Unit =	SCHEDULE: 1 100	LS	Takeoff Quan:	1.000	Engr Quan:	1.000
117050	SWEEPING	Quan:	88.00 HR	Hrs/Shft:	8.00	Cal: 508	WC: NOWC		
***									**Unreviewed
TWO HOURS/DAY FOR A MONTH									

<u>117100</u>	SWEEPER		88.00 CH	Prod:	0.0000	Lab Pcs:	0.00	Eqp Pcs:	1.00
89961000	RENT PICK UP SWEEPE	1.00	88.00 HR	75.000			6,600		6,600
=====>	Item Totals: 70 - SWEEPING								
\$6,600.00				[]			6,600		6,600
6,600.000	1 LS						6,600.00		6,600.00

Direct Cost Report

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Perm Labor	Constr Material	Equip Matl/Exp	Sub-Contract	Total
BID ITEM = 80 CLIENT# = 8									
Description =	TRENCH SAFETY/TRAFFIC PLATES		Unit =	LS	Takeoff	Quan:	1.000	Engr Quan:	1.000
704010	SHORING			Quan:	2.00 MO	Hrs/Shft:	8.00	Cal: 508	WC: NOWC
									**Unreviewed
750210	SHORE TRENCH <8'DX4-7'W	352.00	CH	Prod:	0.0455 US	Lab Pcs:	0.00	Eqp Pcs:	22.00
89881070	RENT SHORE JACK, 7' B	10.00	3,520.00 HR	0.700			2,464		2,464
89881920	RENT SHORE JACK HAN	1.00	352.00 HR	0.600			211		211
89881930	RENT SHORE JACK LIFT	1.00	352.00 HR	0.450			158		158
89881940	RENT SHORE JACK REL	1.00	352.00 HR	0.200			70		70
89882410	RENT TRENCH BOX - 24'	1.00	352.00 HR	7.800			2,746		2,746
89882910	RENT TRENCH BOX BRI	1.00	352.00 HR	0.980			345		345
89882930	RENT TRENCH BOX LA	1.00	352.00 HR	0.470			165		165
89882940	RENT TRENCH BOX SPR	4.00	1,408.00 HR	0.370			521		521
89882964	RENT 4-WAY SLING	1.00	352.00 HR	1.000			352		352
89882968	RENT PULLING SLING	1.00	352.00 HR	0.400			141		141
\$7,173.76				[]			7,174		7,174
704110	SHORING FOR TIE-INS			Quan:	1.00 MO	Hrs/Shft:	8.00	Cal: 508	WC: NOWC
									**Unreviewed
750150	MH SHORING 5-8' DEEP	176.00	CH	Prod:	0.0455 US	Lab Pcs:	0.00	Eqp Pcs:	5.00
89882910	RENT TRENCH BOX BRI	1.00	176.00 HR	0.980			172		172
89882930	RENT TRENCH BOX LA	1.00	176.00 HR	0.470			83		83
89882964	RENT 4-WAY SLING	1.00	176.00 HR	1.000			176		176
89885100	RENT MANHOLE BOX -	1.00	176.00 HR	7.330			1,290		1,290
89885910	RENT MANHOLE BOX L	1.00	176.00 HR	1.050			185		185
\$1,906.08				[]			1,906		1,906
705150	TRENCH PLATES			Quan:	2.00 MO	Hrs/Shft:	8.00	Cal: 508	WC: NOWC
									**Unreviewed

10 PLATES FOR 2 MONTHS									

89890610	RENT TRENCH PLATE -	3,520.00	HR	1.080			3,802		3,802
=====>	Item Totals: 80 - TRENCH SAFETY/TRAFFIC PLATES								
\$12,881.44				[]			12,881		12,881
12,881.440	1 LS						12,881.44		12,881.44

BID ITEM = 90 CLIENT# = 9									
Description =	DEWATER EXISTING PIPE		Unit =	LS	Takeoff	Quan:	1.000	Engr Quan:	1.000
705130	DEWATER PIPE			Quan:	1.00 LS	Hrs/Shft:	8.00	Cal: 508	WC: NOWC
									**Unreviewed
710805	BACKHOE POTHOLE CREW	8.00	CH	Prod:	1.0000 US	Lab Pcs:	3.00	Eqp Pcs:	3.00
81401580	CAT 420 BACK HOE/LOA	1.00	8.00 HR	37.090			297		297
81900200	3" TRASH PUMP	2.00	16.00 HR	10.500			168		168
L7100220	PIPE OPERATOR 2	1.00	8.00 MH	25.220	335				335
L9900110	SKILLED LABOR	1.00	8.00 MH	19.500	267				267
L9900120	GENERAL LABOR	1.00	8.00 MH	17.700	246				246
\$1,311.90	24.0000 MH/LS	24.00	MH	[499.36]	847		465		1,312
=====>	Item Totals: 90 - DEWATER EXISTING PIPE								
\$1,311.90	24.0000 MH/LS	24.00	MH	[499.36]	847		465		1,312
1,311.900	1 LS				847.18		464.72		1,311.90

Direct Cost Report

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Perm Labor	Constr Material	Equip Matl/Exp	Sub-Contract	Total
BID ITEM = 100	CLIENT# = 10		Land Item	SCHEDULE: 1	100				
Description =	REMOVE EXISTING 10" WATERLINE		Unit = LF	Takeoff	Quan: 310.000		Engr Quan: 310.000		
101270	DUMPSTER		Quan: 1.00 LD	Hrs/Shft: 8.00	Cal: 508	WC: NOWC			
99132136	TRASH DUMPSTERS	1.00 LD		672.000		672			**Unreviewed 672
101271	DUMPSTER DUMP FEE		Quan: 4.00 TN	Hrs/Shft: 8.00	Cal: 508	WC: NOWC			
99132136	TRASH DUMPSTERS	4.00 TN		37.000		148			**Unreviewed 148
702228	DLB W/CAT 308		Quan: 310.00 LF	Hrs/Shft: 8.00	Cal: 508	WC: NOWC			
<u>715150</u>	DWNTWN SITE 308 CREW		16.00 CH	Prod: 155.0000 US	Lab Pcs:	6.00	Eqp Pcs:	4.00	**Unreviewed
81101000	PICK UP SUPER/FOREM	1.00	16.00 HR	19.250		308		308	
81401580	CAT 420 BACK HOE/LOA	1.00	16.00 HR	37.090		593		593	
81800308	CAT 308E2 EXCAVATOR	1.00	16.00 HR	43.760		700		700	
89731250	SUPER 16 (25 TN)	1.00	16.00 HR	78.000		1,248		1,248	
L7100100	FOREMAN UNDERGRO	1.00	16.00 MH	36.000	958			958	
L7100110	LEAD PIPE LAYER	1.00	16.00 MH	22.500	607			607	
L7100210	EXCAVATOR OPERATO	2.00	32.00 MH	28.500	1,490			1,490	
L9900110	SKILLED LABOR	1.00	16.00 MH	19.500	533			533	
L9900120	GENERAL LABOR	1.00	16.00 MH	17.700	492			492	
\$6,929.01	0.3096 MH/LF		96.00 MH	[7.881]	4,079		2,850	6,929	
=====>	Item Totals: 100 - REMOVE EXISTING 10" WATERLINE								
\$7,749.01	0.3096 MH/LF		96.00 MH	[7.881]	4,079		820	2,850	7,749
24.997	310 LF				13.16		2.65	9.19	25.00

BID ITEM = 105	CLIENT# = 11		Land Item	SCHEDULE: 1	100				
Description =	REMOVE EXISTING 6" WATERLINE		Unit = LF	Takeoff	Quan: 387.000		Engr Quan: 387.000		
101270	DUMPSTER		Quan: 1.00 LD	Hrs/Shft: 8.00	Cal: 508	WC: NOWC			
99132136	TRASH DUMPSTERS	1.00 LD		672.000		672			**Unreviewed 672
101271	DUMPSTER DUMP FEE		Quan: 4.00 TN	Hrs/Shft: 8.00	Cal: 508	WC: NOWC			
99132136	TRASH DUMPSTERS	4.00 TN		37.000		148			**Unreviewed 148
702228	DLB W/CAT 308		Quan: 387.00 LF	Hrs/Shft: 8.00	Cal: 508	WC: NOWC			
<u>715150</u>	DWNTWN SITE 308 CREW		16.00 CH	Prod: 193.5000 US	Lab Pcs:	6.00	Eqp Pcs:	4.00	**Unreviewed
81101000	PICK UP SUPER/FOREM	1.00	16.00 HR	19.250		308		308	
81401580	CAT 420 BACK HOE/LOA	1.00	16.00 HR	37.090		593		593	
81800308	CAT 308E2 EXCAVATOR	1.00	16.00 HR	43.760		700		700	
89731250	SUPER 16 (25 TN)	1.00	16.00 HR	78.000		1,248		1,248	
L7100100	FOREMAN UNDERGRO	1.00	16.00 MH	36.000	958			958	
L7100110	LEAD PIPE LAYER	1.00	16.00 MH	22.500	607			607	
L7100210	EXCAVATOR OPERATO	2.00	32.00 MH	28.500	1,490			1,490	
L9900110	SKILLED LABOR	1.00	16.00 MH	19.500	533			533	
L9900120	GENERAL LABOR	1.00	16.00 MH	17.700	492			492	
\$6,929.01	0.2480 MH/LF		96.00 MH	[6.313]	4,079		2,850	6,929	
=====>	Item Totals: 105 - REMOVE EXISTING 6" WATERLINE								
\$7,749.01	0.2480 MH/LF		96.00 MH	[6.313]	4,079		820	2,850	7,749
20.023	387 LF				10.54		2.12	7.36	20.02

Direct Cost Report

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Perm Labor	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 110 CLIENT# = 12 Land Item SCHEDULE: 1 100									
Description = SAW/REMOVE/REPLACE AC PAVEMENT Unit = SY Takeoff Quan: 30.000 Engr Quan: 30.000									
021050	SAWCUT MINIMUM			Quan: 1.00 LS	Hrs/Shft: 8.00	Cal: 508	WC: NOWC		
40021050	SAWCUTTING SUB	1.00	1.00 LS	200.000				200	200
410010 BUY ASPHALT (SHORT LOAD) Quan: 10.00 TN Hrs/Shft: 8.00 Cal: 508 WC: NOWC									
24101125	ASPHALT PER BID ITEM	10.00	TN	110.000	1,100				1,100
410060 AC PAVING AGC CREW HAND Quan: 30.00 SY Hrs/Shft: 8.00 Cal: 508 WC: NOWC									
410310	AGE PATCH CREW W/O PAVER		8.00 CH	Prod: 1.0000 S		Lab Pcs: 5.00	Eqp Pcs: 3.00		3.00
81101000	PICK UP SUPER/FOREM	1.00	8.00 HR	19.250			154		154
81500570	CASE 570M XT GANNO	1.00	8.00 HR	30.040			240		240
81912050	3-5 TON DUAL DRUM R	1.00	8.00 HR	19.450			156		156
L4200100	FOREMAN ASPHALT PA	1.00	8.00 MH	36.000	480				480
L9800120	GENERAL OPERATOR	1.00	8.00 MH	23.000	304				304
L9900110	SKILLED LABOR	1.00	8.00 MH	19.500	267				267
L9900120	GENERAL LABOR	2.00	16.00 MH	17.700	492				492
\$2,091.85	1.3333 MH/SY	40.00	MH	[30.373]	1,542		550		2,092
680030 AC DUMP FEE Quan: 1.00 LD Hrs/Shft: 8.00 Cal: 508 WC: NOWC									
26204110	ASPHALT DUMP FEE	1.00	1.00 LD	50.000	50				50
680550 HAUL DEMO Quan: 1.00 LD Hrs/Shft: 8.00 Cal: 508 WC: NOWC									
271130	HAUL W/ SUPERS		1.00 CH	Prod: 0.0000		Lab Pcs: 0.00	Eqp Pcs: 1.00		1.00
89731250	SUPER 16 (25 TN)	1.00	1.00 HR	78.000			78		78
701210 BUY ABC Quan: 5.00 TN Hrs/Shft: 8.00 Cal: 508 WC: NOWC									
23101120	PIPE ABC	1.00	5.00 TN	9.400	47				47
=====> Item Totals: 110 - SAW/REMOVE/REPLACE AC PAVEMENT									
\$3,566.85	1.3333 MH/SY	40.00	MH	[30.373]	1,542	1,197	628	200	3,567
118.895	30 SY				51.40	39.90	20.93	6.67	118.90

BID ITEM = 120 CLIENT# = 13 Land Item SCHEDULE: 1 100									
Description = REMOVE ALLEY PAVEMENT/REPLACE WITH MILLI Unit = SY Takeoff Quan: 884.000 Engr Quan: 884.000									
222020	SUBGRADE PREP (SLOW)			Quan: 884.00 SY	Hrs/Shft: 8.00	Cal: 508	WC: NOWC		
222110	SUBGRADE MAINLINE		8.00 CH	Prod: 110.5000 UH		Lab Pcs: 6.00	Eqp Pcs: 5.00		5.00
81101000	PICK UP SUPER/FOREM	2.00	16.00 HR	19.250			308		308
81300140	CAT 140 MOTOR GRADE	1.00	8.00 HR	74.940			600		600
81702000	2000+ GAL WATERTRUC	1.00	8.00 HR	34.080			273		273
89912146	PNEUMATIC 14 TN MON	1.00	8.00 HR	28.095			225		225
L2200100	FOREMAN GRADING	1.00	8.00 MH	36.000	469				469
L2200110	GRADE CHECKER	1.00	8.00 MH	25.220	328				328
L2200210	BLADE OPERATOR	1.00	8.00 MH	29.000	430				430
L9800120	GENERAL OPERATOR	1.00	8.00 MH	23.000	304				304
L9800600	CDL OPERATOR	1.00	8.00 MH	19.750	267				267
L9900120	GENERAL LABOR	1.00	8.00 MH	17.700	246				246
\$3,449.13	0.0542 MH/SY	48.00	MH	[1.364]	2,044		1,405		3,449

Direct Cost Report

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Perm Labor	Constr Material	Equip Matl/Exp	Sub-Ment	Sub-Contract	Total
BID ITEM = 120										
Description = REMOVE ALLEY PAVEMENT/REPLACE WITH MILLI			Unit =	SY	Takeoff	Quan:	884.000	Engr	Quan:	884.000
222021	PLACE/GRADE MILLINGS			Quan:	884.00 SY	Hrs/Shft:	8.00	Cal:	508	WC: NOWC
<u>222110</u>	SUBGRADE MAINLINE		8.00 CH	Prod:	110.5000 UH	Lab Pcs:	7.00	Eqp Pcs:		6.00
81101000	PICK UP SUPER/FOREM	2.00	16.00 HR		19.250			308		308
81300140	CAT 140 MOTOR GRADE	1.00	8.00 HR		74.940			600		600
81609500	950 LOADER	1.00	8.00 HR		80.720			646		646
81702000	2000+ GAL WATERTRUC	1.00	8.00 HR		34.080			273		273
89912146	PNEUMATIC 14 TN MON	1.00	8.00 HR		28.095			225		225
L2200100	FOREMAN GRADING	1.00	8.00 MH		36.000	469				469
L2200110	GRADE CHECKER	1.00	8.00 MH		25.220	328				328
L2200210	BLADE OPERATOR	1.00	8.00 MH		29.000	430				430
L7100220	PIPE OPERATOR 2	1.00	8.00 MH		25.220	335				335
L9800120	GENERAL OPERATOR	1.00	8.00 MH		23.000	304				304
L9800600	CDL OPERATOR	1.00	8.00 MH		19.750	267				267
L9900120	GENERAL LABOR	1.00	8.00 MH		17.700	246				246
\$4,429.57	0.0633 MH/SY		56.00 MH	[1.592]	2,379			2,051		4,430
410010	BUY MILLINGS			Quan:	144.00 TN	Hrs/Shft:	8.00	Cal:	508	WC: NOWC
24101125	ASPHALT PER BID ITEM		144.00 TN		12.000		1,728			1,728
703950	ZIPP/STOCKPILE ASPHALT			Quan:	884.00 SY	Hrs/Shft:	8.00	Cal:	508	WC: NOWC
<u>191700</u>	OPERATED CAT 950 LOADER		8.00 CH	Prod:	1.0000 S	Lab Pcs:	1.00	Eqp Pcs:		2.00
81609900	VOLVO L90 LOADER	1.00	8.00 HR		63.700			510		510
81921100	48" ASPHALT ZIPPER	1.00	8.00 HR		33.500			268		268
L7100230	PIPE OPERATOR 3	1.00	8.00 MH		26.300	347				347
\$1,124.72	0.0090 MH/SY		8.00 MH	[0.238]	347			778		1,125
=====>	Item Totals:	120	- REMOVE ALLEY PAVEMENT/REPLACE WITH MILLI							
\$10,731.42	0.1266 MH/SY		112.00 MH	[3.193]	4,770	1,728		4,233		10,731
12.140	884 SY				5.40	1.95		4.79		12.14

BID ITEM = 130										
Description = REMOVE/REPLACE ALLEY SIDEWALK & RAMP			Unit =	LS	Takeoff	Quan:	1.000	Engr	Quan:	1.000
901010	BUY FLATWORK CONCRETE			Quan:	4.00 CY	Hrs/Shft:	8.00	Cal:	508	WC: NOWC
29101025	MAG B CONCRETE	1.00	4.00 CY		67.000		268			268
901210	BUY MISC MAT 1 FOR SW/RAMPS/DW/VG			Quan:	1.00 LS	Hrs/Shft:	8.00	Cal:	508	WC: NOWC
29052110	MISC SW/RAMP MATL 1	1.00	1.00 LS		150.000		150			150
903020	SW RAMP GRADE			Quan:	200.00 SF	Hrs/Shft:	8.00	Cal:	508	WC: NOWC
<u>240155</u>	CURB/SW GRADE SLOW		2.00 CH	Prod:	100.0000 UH	Lab Pcs:	4.00	Eqp Pcs:		1.00
81500570	CASE 570M XT GANNO	1.00	2.00 HR		30.040			60		60
L9800120	GENERAL OPERATOR	1.00	2.00 MH		23.000	76				76
L9900110	SKILLED LABOR	1.00	2.00 MH		19.500	67				67
L9900120	GENERAL LABOR	2.00	4.00 MH		17.700	123				123
\$325.60	0.0400 MH/SF		8.00 MH	[0.779]	266			60		326
903110	F-P-S SW HAND			Quan:	200.00 SF	Hrs/Shft:	8.00	Cal:	508	WC: NOWC

Direct Cost Report

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Perm Labor	Constr Material	Equip Matl/Exp	Sub-Ment Contract	Total
BID ITEM = 130	CLIENT# = 14		Land Item	SCHEDULE: 1 100					
Description =	REMOVE/REPLACE ALLEY SIDEWALK & RAMP		Unit =	LS	Takeoff Quan:	1.000	Engr Quan:		1.000
<u>923050</u>	FORM/POUR SW, VG, SLABS...	4.00	CH	Prod:	50.0000 UH	Lab Pcs:	4.00	Eqp Pcs:	2.00
81101000	PICK UP SUPER/FOREM	1.00	4.00 HR	19.250			77		77
81708010	FORM TRUCK	1.00	4.00 HR	19.250			77		77
L9200100	CONC MASON FOREMA	1.00	4.00 MH	36.000	240				240
L9200110	CONCRETE FINISHER	2.00	8.00 MH	21.000	287				287
L9900110	SKILLED LABOR	1.00	4.00 MH	19.500	133				133
\$813.76	0.0800 MH/SF	16.00	MH	[1.95]	660		154		814
903220	TRUNCATED DOMES			Quan:	10.00 SF	Hrs/Shft:	8.00	Cal:	508 WC: NOWC
29091110	TRUNCATED DOMES	1.00	10.00 SF	40.000		400			**Unreviewed 400
=====>	Item Totals:	130	- REMOVE/REPLACE ALLEY SIDEWALK & RAMP						
\$1,957.36	24.0000 MH/LS	24.00	MH	[545.8]	925	818	214		1,957
1,957.360	1 LS				925.28	818.00	214.08		1,957.36

BID ITEM = 140	CLIENT# = 15		Land Item	SCHEDULE: 1 100					
Description =	REMOVE VALLEY GUTTER		Unit =	LF	Takeoff Quan:	210.000	Engr Quan:		210.000
680020	CONCRETE DUMP FEE			Quan:	2.00 LD	Hrs/Shft:	8.00	Cal:	508 WC: NOWC
26209110	CONCRETE DUMP FEE	1.00	2.00 LD	50.000		100			**Unreviewed 100
702228	DLB W/CAT 308			Quan:	210.00 LF	Hrs/Shft:	8.00	Cal:	508 WC: NOWC
<u>715150</u>	DWNTWN SITE 308 CREW	4.00	CH	Prod:	420.0000 US	Lab Pcs:	6.00	Eqp Pcs:	4.00
81101000	PICK UP SUPER/FOREM	1.00	4.00 HR	19.250			77		77
81401580	CAT 420 BACK HOE/LOA	1.00	4.00 HR	37.090			148		148
81800308	CAT 308E2 EXCAVATOR	1.00	4.00 HR	43.760			175		175
89731250	SUPER 16 (25 TN)	1.00	4.00 HR	78.000			312		312
L7100100	FOREMAN UNDERGRO	1.00	4.00 MH	36.000	239				239
L7100110	LEAD PIPE LAYER	1.00	4.00 MH	22.500	152				152
L7100210	EXCAVATOR OPERATO	2.00	8.00 MH	28.500	372				372
L9900110	SKILLED LABOR	1.00	4.00 MH	19.500	133				133
L9900120	GENERAL LABOR	1.00	4.00 MH	17.700	123				123
\$1,732.25	0.1142 MH/LF	24.00	MH	[2.909]	1,020		712		1,732
703110	HAUL OFF DEMO			Quan:	2.00 LD	Hrs/Shft:	8.00	Cal:	508 WC: NOWC
<u>271130</u>	HAUL W/ SUPERS	2.00	CH	Prod:	0.0000	Lab Pcs:	0.00	Eqp Pcs:	1.00
89731250	SUPER 16 (25 TN)	1.00	2.00 HR	78.000			156		156
=====>	Item Totals:	140	- REMOVE VALLEY GUTTER						
\$1,988.25	0.1142 MH/LF	24.00	MH	[2.909]	1,020	100	868		1,988
9.468	210 LF				4.86	0.48	4.14		9.47

BID ITEM = 150	CLIENT# = 16		Land Item	SCHEDULE: 1 100					
Description =	REPLACE VALLEY GUTTER		Unit =	LF	Takeoff Quan:	210.000	Engr Quan:		210.000
901010	BUY FLATWORK CONCRETE			Quan:	8.00 CY	Hrs/Shft:	8.00	Cal:	508 WC: NOWC
29101025	MAG B CONCRETE	1.00	8.00 CY	67.000		536			**Unreviewed 536

Direct Cost Report

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Perm Labor	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 150 CLIENT# = 16									
Description = REPLACE VALLEY GUTTER									
				Land Item Unit =	SCHEDULE: 1 100	Takeoff Quan: 210.000	Engr Quan: 210.000		
901210	BUY MISC MAT 1 FOR SW/RAMPS/DW/VG			Quan: 1.00 LS	Hrs/Shft: 8.00	Cal: 508	WC: NOWC		
29052110	MISC SW/RAMP MATL 1	1.00	1.00 LS	250.000		250			**Unreviewed 250
903020	VALLEY GUTTER GRADE			Quan: 210.00 LF	Hrs/Shft: 8.00	Cal: 508	WC: NOWC		
240155	CURB/SW GRADE SLOW		4.00 CH	Prod: 52.5000 UH		Lab Pcs: 4.00	Eqp Pcs: 1.00		1.00
81500570	CASE 570M XT GANNO	1.00	4.00 HR	30.040			120		120
L9800120	GENERAL OPERATOR	1.00	4.00 MH	23.000	152				152
L9900110	SKILLED LABOR	1.00	4.00 MH	19.500	133				133
L9900120	GENERAL LABOR	2.00	8.00 MH	17.700	246				246
\$651.20	0.0761 MH/LF		16.00 MH	[1.484]	531		120		651
903110	F-P-S VG HAND			Quan: 400.00 SF	Hrs/Shft: 8.00	Cal: 508	WC: NOWC		
923050	FORM/POUR SW, VG, SLABS...		8.00 CH	Prod: 50.0000 UH		Lab Pcs: 4.00	Eqp Pcs: 2.00		2.00
81101000	PICK UP SUPER/FOREM	1.00	8.00 HR	19.250			154		154
81708010	FORM TRUCK	1.00	8.00 HR	19.250			154		154
L9200100	CONC MASON FOREMA	1.00	8.00 MH	36.000	480				480
L9200110	CONCRETE FINISHER	2.00	16.00 MH	21.000	573				573
L9900110	SKILLED LABOR	1.00	8.00 MH	19.500	267				267
\$1,627.51	0.0800 MH/SF		32.00 MH	[1.95]	1,320		308		1,628
=====>	Item Totals: 150 - REPLACE VALLEY GUTTER								
\$3,064.71	0.2285 MH/LF		48.00 MH	[5.198]	1,851	786	428		3,065
14.594	210 LF				8.81	3.74	2.04		14.59

BID ITEM = 160 CLIENT# = 17									
Description = 16" X 8" TAPPING SLEEVE/VALVE									
				Land Item Unit =	SCHEDULE: 1 100	Takeoff Quan: 1.000	Engr Quan: 1.000		
031060	SUB ADJUST VALVE			Quan: 1.00 EA	Hrs/Shft: 8.00	Cal: 508	WC: NOWC		
40031060	ADJUSTMENTS SUB	1.00	1.00 EA	300.000				300	**Unreviewed 300
051060	SUB 8" PIPE TAP			Quan: 1.00 EA	Hrs/Shft: 8.00	Cal: 508	WC: NOWC		
40051060	TAPPING SLEEVE SUB	1.00	1.00 EA	450.000				450	**Unreviewed 450
701010	BUY 16" X 8" TAPPING SLEEVE/VALVE			Quan: 1.00 EA	Hrs/Shft: 8.00	Cal: 508	WC: NOWC		
27010010	WATER & SEWER BUY		1.00 EA	2,450.000		2,450			**Unreviewed 2,450
701240	BUY BLOCKING CONCRETE			Quan: 2.00 CY	Hrs/Shft: 8.00	Cal: 508	WC: NOWC		
29101045	PIPE CONCRETE	1.00	2.00 CY	69.000		138			**Unreviewed 138
702228	DLB W/CAT 308			Quan: 1.00 EA	Hrs/Shft: 8.00	Cal: 508	WC: NOWC		
715150	DWNTWN SITE 308 CREW		8.00 CH	Prod: 1.0000 US		Lab Pcs: 6.00	Eqp Pcs: 4.00		4.00
81101000	PICK UP SUPER/FOREM	1.00	8.00 HR	19.250			154		154
81401580	CAT 420 BACK HOE/LOA	1.00	8.00 HR	37.090			297		297
81800308	CAT 308E2 EXCAVATOR	1.00	8.00 HR	43.760			350		350
89731250	SUPER 16 (25 TN)	1.00	8.00 HR	78.000			624		624
L7100100	FOREMAN UNDERGRO	1.00	8.00 MH	36.000	479				479
L7100110	LEAD PIPE LAYER	1.00	8.00 MH	22.500	303				303
L7100210	EXCAVATOR OPERATO	2.00	16.00 MH	28.500	745				745

Direct Cost Report

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Perm Labor	Constr Material	Equip Matl/Exp	Sub-Ment	Sub-Contract	Total
BID ITEM = 160	CLIENT# = 17		Land Item	SCHEDULE: 1 100						
Description =	16" X 8" TAPPING SLEEVE/VALVE		Unit =	EA	Takeoff	Quan:	1.000	Engr	Quan:	1.000
L9900110	SKILLED LABOR	1.00	8.00 MH	19.500	267					267
L9900120	GENERAL LABOR	1.00	8.00 MH	17.700	246					246
\$3,464.51	48.0000 MH/EA		48.00 MH	[1221.6]	2,040			1,425		3,465
=====> Item Totals: 160 - 16" X 8" TAPPING SLEEVE/VALVE										
\$6,802.51	48.0000 MH/EA		48.00 MH	[1221.6]	2,040	2,588		1,425	750	6,803
6,802.510	1 EA				2,039.71	2,588.00		1,424.80	750.00	6,802.51

BID ITEM = 170	CLIENT# = 18		Land Item	SCHEDULE: 1 100						
Description =	10" DIP PC350 WATERLINE		Unit =	LF	Takeoff	Quan:	310.000	Engr	Quan:	310.000
051040	SUB PIPE DISINFECTION		Quan:	310.00 LF	Hrs/Shft:	8.00	Cal: 508	WC: NOWC		
40051040	PIPE DISINFECTION SUB	1.00	310.00 LF	1.100				341		341
701010	BUY 10" DIP PC350 WATERLINE		Quan:	310.00 LF	Hrs/Shft:	8.00	Cal: 508	WC: NOWC		**Unreviewed
27010010	WATER & SEWER BUY		310.00 LF	34.000		10,540				10,540
701210	BUY PIPE ABC		Quan:	24.00 TN	Hrs/Shft:	8.00	Cal: 508	WC: NOWC		**Unreviewed
23101120	PIPE ABC	1.00	24.00 TN	9.400		226				226
702228	DLB W/CAT 308		Quan:	310.00 LF	Hrs/Shft:	8.00	Cal: 508	WC: NOWC		**Unreviewed
<u>715150</u>	DWNTWN SITE 308 CREW		80.00 CH	Prod:	31.0000 US	Lab Pcs:	6.00	Eqp Pcs:	4.00	
81101000	PICK UP SUPER/FOREM	1.00	80.00 HR	19.250			1,540			1,540
81401580	CAT 420 BACK HOE/LOA	1.00	80.00 HR	37.090			2,967			2,967
81800308	CAT 308E2 EXCAVATOR	1.00	80.00 HR	43.760			3,501			3,501
89731250	SUPER 16 (25 TN)	1.00	80.00 HR	78.000			6,240			6,240
L7100100	FOREMAN UNDERGRO	1.00	80.00 MH	36.000	4,789					4,789
L7100110	LEAD PIPE LAYER	1.00	80.00 MH	22.500	3,033					3,033
L7100210	EXCAVATOR OPERATO	2.00	160.00 MH	28.500	7,450					7,450
L9900110	SKILLED LABOR	1.00	80.00 MH	19.500	2,665					2,665
L9900120	GENERAL LABOR	1.00	80.00 MH	17.700	2,460					2,460
\$34,645.03	1.5483 MH/LF		480.00 MH	[39.406]	20,397			14,248		34,645
705130	TESTING FOR WATERLINE		Quan:	310.00 LF	Hrs/Shft:	8.00	Cal: 508	WC: NOWC		**Unreviewed
<u>715151</u>	TEST CREW		8.00 CH	Prod:	310.0000 US	Lab Pcs:	2.00	Eqp Pcs:	1.00	
81101000	PICK UP SUPER/FOREM	1.00	8.00 HR	19.250			154			154
L7100120	BACKUP PIPE LAYER	1.00	8.00 MH	18.460	257					257
L9900120	GENERAL LABOR	1.00	8.00 MH	17.700	246					246
\$656.74	0.0516 MH/LF		16.00 MH	[0.933]	503			154		657
=====> Item Totals: 170 - 10" DIP PC350 WATERLINE										
\$46,408.37	1.6000 MH/LF		496.00 MH	[40.34]	20,900	10,766		14,402	341	46,408
149.704	310 LF				67.42	34.73		46.46	1.10	149.70

BID ITEM = 180	CLIENT# = 19		Land Item	SCHEDULE: 1 100						
Description =	10" GATE VALVE W/ BOX/COVER		Unit =	EA	Takeoff	Quan:	2.000	Engr	Quan:	2.000
031060	SUB ADJUST VALVE		Quan:	2.00 EA	Hrs/Shft:	8.00	Cal: 508	WC: NOWC		**Unreviewed

Direct Cost Report

Activity Resource	Desc	Pcs	Quantity Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 180	CLIENT# = 19			Land Item	SCHEDULE: 1 100					
Description =	10" GATE VALVE W/ BOX/COVER		Unit =	EA	Takeoff	Quan:	2.000	Engr	Quan:	2.000
40031060	ADJUSTMENTS SUB	1.00	2.00 EA	300.000					600	600
701010	BUY 10" GATE VALVE W/ BOX/COVER		Quan: 2.00 EA		Hrs/Shft: 8.00	Cal: 508	WC: NOWC			
27010010	WATER & SEWER BUY		2.00 EA	725.000		1,450				**Unreviewed 1,450
701240	BUY BLOCKING CONCRETE		Quan: 2.00 CY		Hrs/Shft: 8.00	Cal: 508	WC: NOWC			
29101045	PIPE CONCRETE	1.00	2.00 CY	69.000		138				**Unreviewed 138
702228	DLB W/CAT 308		Quan: 2.00 EA		Hrs/Shft: 8.00	Cal: 508	WC: NOWC			
<u>715150</u>	DWNTWN SITE 308 CREW		2.00 CH	Prod: 8.0000 US	Lab Pcs:	6.00	Eqp Pcs:	4.00		**Unreviewed 4.00
81101000	PICK UP SUPER/FOREM	1.00	2.00 HR	19.250				39		39
81401580	CAT 420 BACK HOE/LOA	1.00	2.00 HR	37.090				74		74
81800308	CAT 308E2 EXCAVATOR	1.00	2.00 HR	43.760				88		88
89731250	SUPER 16 (25 TN)	1.00	2.00 HR	78.000				156		156
L7100100	FOREMAN UNDERGRO	1.00	2.00 MH	36.000	120					120
L7100110	LEAD PIPE LAYER	1.00	2.00 MH	22.500	76					76
L7100210	EXCAVATOR OPERATO	2.00	4.00 MH	28.500	186					186
L9900110	SKILLED LABOR	1.00	2.00 MH	19.500	67					67
L9900120	GENERAL LABOR	1.00	2.00 MH	17.700	61					61
\$866.12	6.0000 MH/EA		12.00 MH	[152.7]	510			356		866
=====>	Item Totals: 180 - 10" GATE VALVE W/ BOX/COVER									
\$3,054.12	6.0000 MH/EA		12.00 MH	[152.7]	510	1,588		356	600	3,054
1,527.060	2 EA				254.96	794.00		178.10	300.00	1,527.06
BID ITEM = 190	CLIENT# = 20			Land Item	SCHEDULE: 1 100					
Description =	10" CONNECT TO EXISITNG STA 13+45		Unit =	EA	Takeoff	Quan:	1.000	Engr	Quan:	1.000
701010	BUY CONNECT TO EXISTING 10"		Quan: 1.00 EA		Hrs/Shft: 8.00	Cal: 508	WC: NOWC			
27010010	WATER & SEWER BUY		1.00 EA	497.000		497				**Unreviewed 497
701240	BUY BLOCKING CONCRETE		Quan: 1.00 CY		Hrs/Shft: 8.00	Cal: 508	WC: NOWC			
29101045	PIPE CONCRETE	1.00	1.00 CY	69.000		69				**Unreviewed 69
702228	DLB W/CAT 308		Quan: 1.00 EA		Hrs/Shft: 8.00	Cal: 508	WC: NOWC			
<u>715150</u>	DWNTWN SITE 308 CREW		8.00 CH	Prod: 1.0000 US	Lab Pcs:	6.00	Eqp Pcs:	4.00		**Unreviewed 4.00
81101000	PICK UP SUPER/FOREM	1.00	8.00 HR	19.250				154		154
81401580	CAT 420 BACK HOE/LOA	1.00	8.00 HR	37.090				297		297
81800308	CAT 308E2 EXCAVATOR	1.00	8.00 HR	43.760				350		350
89731250	SUPER 16 (25 TN)	1.00	8.00 HR	78.000				624		624
L7100100	FOREMAN UNDERGRO	1.00	8.00 MH	36.000	479					479
L7100110	LEAD PIPE LAYER	1.00	8.00 MH	22.500	303					303
L7100210	EXCAVATOR OPERATO	2.00	16.00 MH	28.500	745					745
L9900110	SKILLED LABOR	1.00	8.00 MH	19.500	267					267
L9900120	GENERAL LABOR	1.00	8.00 MH	17.700	246					246
\$3,464.51	48.0000 MH/EA		48.00 MH	[1221.6]	2,040			1,425		3,465
=====>	Item Totals: 190 - 10" CONNECT TO EXISITNG STA 13+45									
\$4,030.51	48.0000 MH/EA		48.00 MH	[1221.6]	2,040	566		1,425		4,031
4,030.510	1 EA				2,039.71	566.00		1,424.80		4,030.51

Direct Cost Report

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Perm Labor	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 200 CLIENT# = 21									
Description =	8" DIP PC350 WATERLINE		Land Item Unit =	SCHEDULE: 1 100	LF	Takeoff Quan: 387.000	Engr Quan: 387.000		
051040	SUB PIPE DISINFECTION			Quan: 387.00 LF	Hrs/Shft: 8.00	Cal: 508	WC: NOWC		**Unreviewed
40051040	PIPE DISINFECTION SUB	1.00	387.00 LF	1.100			426		426
701010	BUY 8" DIP PC350 WATERLINE			Quan: 387.00 LF	Hrs/Shft: 8.00	Cal: 508	WC: NOWC		**Unreviewed
27010010	WATER & SEWER BUY		387.00 LF	23.000		8,901			8,901
701210	BUY PIPE ABC			Quan: 29.00 TN	Hrs/Shft: 8.00	Cal: 508	WC: NOWC		**Unreviewed
23101120	PIPE ABC	1.00	29.00 TN	9.400		273			273
702228	DLB W/CAT 308			Quan: 387.00 LF	Hrs/Shft: 8.00	Cal: 508	WC: NOWC		**Unreviewed
<u>715150</u>	DWNTWN SITE 308 CREW		104.00 CH	Prod: 29.7692 US		Lab Pcs: 6.00	Eqp Pcs: 4.00		4.00
81101000	PICK UP SUPER/FOREM	1.00	104.00 HR	19.250			2,002		2,002
81401580	CAT 420 BACK HOE/LOA	1.00	104.00 HR	37.090			3,857		3,857
81800308	CAT 308E2 EXCAVATOR	1.00	104.00 HR	43.760			4,551		4,551
89731250	SUPER 16 (25 TN)	1.00	104.00 HR	78.000			8,112		8,112
L7100100	FOREMAN UNDERGRO	1.00	104.00 MH	36.000	6,226				6,226
L7100110	LEAD PIPE LAYER	1.00	104.00 MH	22.500	3,943				3,943
L7100210	EXCAVATOR OPERATO	2.00	208.00 MH	28.500	9,684				9,684
L9900110	SKILLED LABOR	1.00	104.00 MH	19.500	3,465				3,465
L9900120	GENERAL LABOR	1.00	104.00 MH	17.700	3,198				3,198
\$45,038.55	1.6124 MH/LF		624.00 MH	[41.036]	26,516		18,522		45,039
705130	TESTING FOR WATERLINE			Quan: 387.00 LF	Hrs/Shft: 8.00	Cal: 508	WC: NOWC		**Unreviewed
<u>715151</u>	TEST CREW		8.00 CH	Prod: 387.0000 US		Lab Pcs: 2.00	Eqp Pcs: 1.00		1.00
81101000	PICK UP SUPER/FOREM	1.00	8.00 HR	19.250			154		154
L7100120	BACKUP PIPE LAYER	1.00	8.00 MH	18.460	257				257
L9900120	GENERAL LABOR	1.00	8.00 MH	17.700	246				246
\$656.74	0.0413 MH/LF		16.00 MH	[0.747]	503		154		657
=====>	Item Totals: 200 - 8" DIP PC350 WATERLINE								
\$55,294.59	1.6537 MH/LF		640.00 MH	[41.783]	27,019	9,174	18,676	426	55,295
142.880	387 LF				69.82	23.70	48.26	1.10	142.88

BID ITEM = 210 CLIENT# = 22									
Description =	8" GATE VALVE W/ BOX/COVER		Land Item Unit =	SCHEDULE: 1 100	EA	Takeoff Quan: 1.000	Engr Quan: 1.000		
031060	SUB ADJUST VALVE			Quan: 1.00 EA	Hrs/Shft: 8.00	Cal: 508	WC: NOWC		**Unreviewed
40031060	ADJUSTMENTS SUB	1.00	1.00 EA	300.000			300		300
701010	BUY 8" GATE VALVE W/ BOX/COVER			Quan: 1.00 EA	Hrs/Shft: 8.00	Cal: 508	WC: NOWC		**Unreviewed
27010010	WATER & SEWER BUY		1.00 EA	955.000		955			955
701240	BUY BLOCKING CONCRETE			Quan: 1.00 CY	Hrs/Shft: 8.00	Cal: 508	WC: NOWC		**Unreviewed
29101045	PIPE CONCRETE	1.00	1.00 CY	69.000		69			69
702228	DLB W/CAT 308			Quan: 1.00 EA	Hrs/Shft: 8.00	Cal: 508	WC: NOWC		**Unreviewed

Direct Cost Report

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Perm Labor	Constr Material	Equip Matl/Exp	Sub-Ment Contract	Total
BID ITEM = 210	CLIENT# = 22		Land Item	SCHEDULE: 1 100					
Description =	8" GATE VALVE W/ BOX/COVER		Unit =	EA	Takeoff Quan:	1.000	Engr Quan:	1.000	
<u>715150</u>	DWNTWN SITE 308 CREW	1.00	CH	Prod:	8.0000 US	Lab Pcs:	6.00	Eqp Pcs:	4.00
81101000	PICK UP SUPER/FOREM	1.00	HR	19.250			19		19
81401580	CAT 420 BACK HOE/LOA	1.00	HR	37.090			37		37
81800308	CAT 308E2 EXCAVATOR	1.00	HR	43.760			44		44
89731250	SUPER 16 (25 TN)	1.00	HR	78.000			78		78
L7100100	FOREMAN UNDERGRO	1.00	MH	36.000	60				60
L7100110	LEAD PIPE LAYER	1.00	MH	22.500	38				38
L7100210	EXCAVATOR OPERATO	2.00	MH	28.500	93				93
L9900110	SKILLED LABOR	1.00	MH	19.500	33				33
L9900120	GENERAL LABOR	1.00	MH	17.700	31				31
\$433.07	6.0000 MH/EA	6.00	MH	[152.7]	255		178		433

=====>	Item Totals:	210	- 8" GATE VALVE W/ BOX/COVER						
\$1,757.07	6.0000 MH/EA	6.00	MH	[152.7]	255	1,024	178	300	1,757
1,757.070	1 EA				254.97	1,024.00	178.10	300.00	1,757.07

BID ITEM = 220	CLIENT# = 23		Land Item	SCHEDULE: 1 100					
Description =	6" DIP PC350 WATERLINE		Unit =	LF	Takeoff Quan:	30.000	Engr Quan:	30.000	
701010	BUY 6" DIP PC350 WATERLINE		Quan:	30.00 LF	Hrs/Shft:	8.00	Cal: 508	WC: NOWC	
27010010	WATER & SEWER BUY	30.00	LF	22.000		660			**Unreviewed 660

701210	BUY PIPE ABC		Quan:	3.00 TN	Hrs/Shft:	8.00	Cal: 508	WC: NOWC	
23101120	PIPE ABC	1.00	TN	9.400		28			**Unreviewed 28

702020	DLB W/BH		Quan:	30.00 LF	Hrs/Shft:	8.00	Cal: 508	WC: NOWC	
<u>710801</u>	DLB BACKHOE	8.00	CH	Prod:	30.0000 US	Lab Pcs:	3.00	Eqp Pcs:	2.00
81101000	PICK UP SUPER/FOREM	1.00	HR	19.250			154		154
81401580	CAT 420 BACK HOE/LOA	1.00	HR	37.090			297		297
L7100120	BACKUP PIPE LAYER	1.00	MH	18.460	257				257
L7100220	PIPE OPERATOR 2	1.00	MH	25.220	335				335
L9900120	GENERAL LABOR	1.00	MH	17.700	246				246
\$1,288.14	0.8000 MH/LF	24.00	MH	[16.368]	837		451		1,288

=====>	Item Totals:	220	- 6" DIP PC350 WATERLINE						
\$1,976.34	0.8000 MH/LF	24.00	MH	[16.368]	837	688	451		1,976
65.878	30 LF				27.91	22.94	15.02		65.88

BID ITEM = 230	CLIENT# = 24		Land Item	SCHEDULE: 1 100					
Description =	6" GATE VALVE W/ BOX/COVER		Unit =	EA	Takeoff Quan:	1.000	Engr Quan:	1.000	
031060	SUB ADJUST VALVE		Quan:	1.00 EA	Hrs/Shft:	8.00	Cal: 508	WC: NOWC	
40031060	ADJUSTMENTS SUB	1.00	EA	300.000				300	**Unreviewed 300

701010	BUY 6" GATE VALVE W/ BOX/COVER		Quan:	1.00 EA	Hrs/Shft:	8.00	Cal: 508	WC: NOWC	
27010010	WATER & SEWER BUY	1.00	EA	681.000		681			**Unreviewed 681

701240	BUY BLOCKING CONCRETE		Quan:	1.00 CY	Hrs/Shft:	8.00	Cal: 508	WC: NOWC	**Unreviewed
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Direct Cost Report

Activity Resource	Desc	Pcs	Quantity Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 230			CLIENT# = 24	Land Item	SCHEDULE: 1 100					
Description =	6" GATE VALVE W/ BOX/COVER			Unit =	EA	Takeoff	Quan: 1.000	Engr	Quan: 1.000	
29101045	PIPE CONCRETE	1.00	1.00 CY		69.000		69			69
702020	DLB W/BH			Quan:	1.00 EA	Hrs/Shft:	8.00	Cal:	508	WC: NOWC
<u>710801</u>	DLB BACKHOE		1.00 CH	Prod:	8.0000 US	Lab Pcs:	3.00	Eqp Pcs:	2.00	**Unreviewed
81101000	PICK UP SUPER/FOREM	1.00	1.00 HR		19.250			19		19
81401580	CAT 420 BACK HOE/LOA	1.00	1.00 HR		37.090			37		37
L7100120	BACKUP PIPE LAYER	1.00	1.00 MH		18.460	32				32
L7100220	PIPE OPERATOR 2	1.00	1.00 MH		25.220	42				42
L9900120	GENERAL LABOR	1.00	1.00 MH		17.700	31				31
\$161.02	3.0000 MH/EA		3.00 MH	[61.38]		105		56		161
=====> Item Totals: 230 - 6" GATE VALVE W/ BOX/COVER										
\$1,211.02	3.0000 MH/EA		3.00 MH	[61.38]		105	750	56	300	1,211
1,211.020	1 EA					104.68	750.00	56.34	300.00	1,211.02

BID ITEM = 240			CLIENT# = 25	Land Item	SCHEDULE: 1 100					
Description =	4" CONNECT TO EXISTING FIRE-LINE			Unit =	EA	Takeoff	Quan: 1.000	Engr	Quan: 1.000	
701010	BUY CONNECT TO EXISTING 4" FIRE-LINE			Quan:	1.00 EA	Hrs/Shft:	8.00	Cal:	508	WC: NOWC
27010010	WATER & SEWER BUY		1.00 EA		425.000		425			**Unreviewed 425
701210	BUY PIPE ABC			Quan:	3.00 TN	Hrs/Shft:	8.00	Cal:	508	WC: NOWC
23101120	PIPE ABC	1.00	3.00 TN		9.400		28			**Unreviewed 28
702020	DLB W/BH			Quan:	1.00 EA	Hrs/Shft:	8.00	Cal:	508	WC: NOWC
<u>710801</u>	DLB BACKHOE		8.00 CH	Prod:	1.0000 US	Lab Pcs:	3.00	Eqp Pcs:	2.00	**Unreviewed
81101000	PICK UP SUPER/FOREM	1.00	8.00 HR		19.250			154		154
81401580	CAT 420 BACK HOE/LOA	1.00	8.00 HR		37.090			297		297
L7100120	BACKUP PIPE LAYER	1.00	8.00 MH		18.460	257				257
L7100220	PIPE OPERATOR 2	1.00	8.00 MH		25.220	335				335
L9900120	GENERAL LABOR	1.00	8.00 MH		17.700	246				246
\$1,288.14	24.0000 MH/EA		24.00 MH	[491.04]		837		451		1,288
=====> Item Totals: 240 - 4" CONNECT TO EXISTING FIRE-LINE										
\$1,741.34	24.0000 MH/EA		24.00 MH	[491.04]		837	453	451		1,741
1,741.340	1 EA					837.42	453.20	450.72		1,741.34

BID ITEM = 250			CLIENT# = 26	Land Item	SCHEDULE: 1 100					
Description =	4" GATE VALVE W/ BOX/COVER			Unit =	EA	Takeoff	Quan: 1.000	Engr	Quan: 1.000	
031060	SUB ADJUST VALVE			Quan:	1.00 EA	Hrs/Shft:	8.00	Cal:	508	WC: NOWC
40031060	ADJUSTMENTS SUB	1.00	1.00 EA		300.000				300	**Unreviewed 300
701010	BUY 4" GATE VALVE W/ BOX/COVER			Quan:	1.00 EA	Hrs/Shft:	8.00	Cal:	508	WC: NOWC
27010010	WATER & SEWER BUY		1.00 EA		554.000		554			**Unreviewed 554
701240	BUY BLOCKING CONCRETE			Quan:	1.00 CY	Hrs/Shft:	8.00	Cal:	508	WC: NOWC
										**Unreviewed

Direct Cost Report

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 250										
	CLIENT# = 26									
Description =	4" GATE VALVE W/ BOX/COVER		Land Item Unit =	SCHEDULE: 1 100	EA	Takeoff Quan:	1.000	Engr Quan:		1.000
29101045	PIPE CONCRETE	1.00	1.00 CY	69.000		69				69
702020	DLB W/BH			Quan: 1.00 EA	Hrs/Shft: 8.00	Cal: 508	WC: NOWC			
<u>710801</u>	DLB BACKHOE		1.00 CH	Prod: 8.0000 US		Lab Pcs: 3.00	Eqp Pcs: 2.00			**Unreviewed
81101000	PICK UP SUPER/FOREM	1.00	1.00 HR	19.250			19			19
81401580	CAT 420 BACK HOE/LOA	1.00	1.00 HR	37.090			37			37
L7100120	BACKUP PIPE LAYER	1.00	1.00 MH	18.460	32					32
L7100220	PIPE OPERATOR 2	1.00	1.00 MH	25.220	42					42
L9900120	GENERAL LABOR	1.00	1.00 MH	17.700	31					31
\$161.02	3.0000 MH/EA		3.00 MH	[61.38]	105		56			161
=====> Item Totals: 250 - 4" GATE VALVE W/ BOX/COVER										
\$1,084.02	3.0000 MH/EA		3.00 MH	[61.38]	105	623	56	300		1,084
1,084.020	1 EA				104.68	623.00	56.34	300.00		1,084.02

BID ITEM = 260										
	CLIENT# = 27									
Description =	CONNECT TO EXISTING HYDRANT OR INSTALL N		Land Item Unit =	SCHEDULE: 1 100	EA	Takeoff Quan:	1.000	Engr Quan:		1.000
701010	BUY CONNECT TO EXISTING HYDRANT OR INS			Quan: 1.00 EA	Hrs/Shft: 8.00	Cal: 508	WC: NOWC			
27010010	WATER & SEWER BUY		1.00 EA	155.000		155				**Unreviewed 155
702020	DLB W/BH			Quan: 1.00 EA	Hrs/Shft: 8.00	Cal: 508	WC: NOWC			
<u>710801</u>	DLB BACKHOE		4.00 CH	Prod: 2.0000 US		Lab Pcs: 3.00	Eqp Pcs: 2.00			**Unreviewed
81101000	PICK UP SUPER/FOREM	1.00	4.00 HR	19.250			77			77
81401580	CAT 420 BACK HOE/LOA	1.00	4.00 HR	37.090			148			148
L7100120	BACKUP PIPE LAYER	1.00	4.00 MH	18.460	128					128
L7100220	PIPE OPERATOR 2	1.00	4.00 MH	25.220	167					167
L9900120	GENERAL LABOR	1.00	4.00 MH	17.700	123					123
\$644.07	12.0000 MH/EA		12.00 MH	[245.52]	419		225			644
=====> Item Totals: 260 - CONNECT TO EXISTING HYDRANT OR INSTALL N										
\$799.07	12.0000 MH/EA		12.00 MH	[245.52]	419	155	225			799
799.070	1 EA				418.71	155.00	225.36			799.07

BID ITEM = 270										
	CLIENT# = 28									
Description =	WATER SERVICE COC STD DET C-301		Land Item Unit =	SCHEDULE: 1 100	EA	Takeoff Quan:	6.000	Engr Quan:		6.000
701010	BUY WATER SERVICE COC STD DET C-301			Quan: 6.00 EA	Hrs/Shft: 8.00	Cal: 508	WC: NOWC			
27010010	WATER & SEWER BUY		6.00 EA	342.000		2,052				**Unreviewed 2,052
701210	BUY BEDDING SAND			Quan: 17.00 TN	Hrs/Shft: 8.00	Cal: 508	WC: NOWC			
23101120	PIPE ABC	1.00	17.00 TN	9.400		160				**Unreviewed 160
702020	DLB SERVICE PIPING			Quan: 6.00 EA	Hrs/Shft: 8.00	Cal: 508	WC: NOWC			
<u>710801</u>	DLB BACKHOE		20.00 CH	Prod: 2.4000 US		Lab Pcs: 3.00	Eqp Pcs: 2.00			**Unreviewed
81101000	PICK UP SUPER/FOREM	1.00	20.00 HR	19.250			385			385
81401580	CAT 420 BACK HOE/LOA	1.00	20.00 HR	37.090			742			742
L7100120	BACKUP PIPE LAYER	1.00	20.00 MH	18.460	642					642

Direct Cost Report

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Perm Labor	Constr Material	Equip Matl/Exp	Sub-Ment Contract	Total
BID ITEM = 270	CLIENT# = 28		Land Item	SCHEDULE: 1	100				
Description =	WATER SERVICE COC STD DET C-301		Unit =	EA	Takeoff	Quan:	6.000	Engr Quan:	6.000
L7100220	PIPE OPERATOR 2	1.00	20.00 MH	25.220	837				837
L9900120	GENERAL LABOR	1.00	20.00 MH	17.700	615				615
\$3,220.35	10.0000 MH/EA		60.00 MH	[204.6]	2,094		1,127		3,220
=====> Item Totals:	270 - WATER SERVICE COC STD DET C-301								
\$5,432.15	10.0000 MH/EA		60.00 MH	[204.6]	2,094	2,212	1,127		5,432
905.358	6 EA				348.93	368.63	187.80		905.36
BID ITEM = 280	CLIENT# = 29		Land Item	SCHEDULE: 1	100				
Description =	TEMPORARY PARKING ACCESS (ALLOWANCE)		Unit =	LS	Takeoff	Quan:	1.000	Engr Quan:	1.000
193110	MISC WORK ALLOWANCE		Quan:	1.00 AL	Hrs/Shft:	8.00	Cal: 508	WC: NOWC	
99931100	MISC WORK ALLOWAN	1.00	1.00 LS	10,000.000			10,000		10,000
=====> Item Totals:	280 - TEMPORARY PARKING ACCESS (ALLOWANCE)								
\$10,000.00				[]			10,000		10,000
10,000.000	1 LS						10,000.00		10,000.00
BID ITEM = 290	CLIENT# = 30		Land Item	SCHEDULE: 1	100				
Description =	TRAFFIC/PEDESTRIAN CONTROL (ALLOWANCE)		Unit =	LS	Takeoff	Quan:	1.000	Engr Quan:	1.000
119020	RENT ALLEY CLOSURE SIGNS (2 LOCATIONS)		Quan:	56.00 DA	Hrs/Shft:	8.00	Cal: 508	WC: NOWC	
40071010	TRAFFIC CONTROL SU	1.00	56.00 DA	82.000			4,592		4,592
119021	SET/REMOVE ALLEY CLOSURE (2 LOCATIONS)		Quan:	32.00 EA	Hrs/Shft:	8.00	Cal: 508	WC: NOWC	
***									**Unreviewed
SET/REMOVE TWICE EACH WEEK FOR TWO MONTHS = 16 EA									
ADD 2 SET/REMOVE EACH WEEK FOR SPECIAL EVENTS = 16 EA									

40071010	TRAFFIC CONTROL SU	1.00	32.00 EA	100.000			3,200		3,200
119022	RENT CHANDLER BLVD FOOTBALL		Quan:	3.00 DA	Hrs/Shft:	8.00	Cal: 508	WC: NOWC	
40071010	TRAFFIC CONTROL SU	1.00	3.00 DA	150.000			450		450
119023	SET REMOVE CHANDLER BLVD FOOTBALL		Quan:	6.00 EA	Hrs/Shft:	8.00	Cal: 508	WC: NOWC	
40071010	TRAFFIC CONTROL SU	1.00	6.00 EA	245.000			1,470		1,470
119024	RENT CHANDLER BLVD RIGHT LANE		Quan:	3.00 DA	Hrs/Shft:	8.00	Cal: 508	WC: NOWC	
40071010	TRAFFIC CONTROL SU	1.00	3.00 DA	150.000			450		450
119025	SET REMOVE CHANDLER BLVD RIGHT LANE		Quan:	6.00 EA	Hrs/Shft:	8.00	Cal: 508	WC: NOWC	
40071010	TRAFFIC CONTROL SU	1.00	6.00 EA	254.000			1,524		1,524
119026	BUY CHANDLER PROJECT SIGN		Quan:	1.00 EA	Hrs/Shft:	8.00	Cal: 508	WC: NOWC	
40071010	TRAFFIC CONTROL SU	1.00	1.00 EA	50.000			50		50

Direct Cost Report

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Perm Labor	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 290									
	CLIENT# = 30		Land Item	SCHEDULE: 1	100				
Description =	TRAFFIC/PEDESTRIAN CONTROL (ALLOWANCE)		Unit = LS	Takeoff	Quan: 1.000		Engr	Quan: 1.000	1.000
=====>	Item Totals: 290		- TRAFFIC/PEDESTRIAN CONTROL (ALLOWANCE)						
\$11,736.00				[]			11,736	11,736	
11,736.000	1 LS						11,736.00	11,736.00	

BID ITEM = 300									
	CLIENT# = 31		Land Item	SCHEDULE: 1	100				
Description =	VARIABLE MESSAGE BOARDS (ALLOWANCE)		Unit = LS	Takeoff	Quan: 1.000		Engr	Quan: 1.000	1.000
119020	RENT VMS BOARDS (2 EACH)		Quan: 56.00 DY	Hrs/Shft: 8.00	Cal: 508	WC: NOWC			
40071010	TRAFFIC CONTROL SU	1.00	56.00 DY		70.000			3,920	3,920
									**Unreviewed
119021	SET/REMOVE VMS BOARDS		Quan: 10.00 EA	Hrs/Shft: 8.00	Cal: 508	WC: NOWC			
40071010	TRAFFIC CONTROL SU	1.00	10.00 EA		170.000			1,700	1,700
									**Unreviewed
=====>	Item Totals: 300		- VARIABLE MESSAGE BOARDS (ALLOWANCE)						
\$5,620.00				[]			5,620	5,620	
5,620.000	1 LS						5,620.00	5,620.00	

BID ITEM = 310									
	CLIENT# = 32		Land Item	SCHEDULE: 1	100				
Description =	OFF DUTY OFFICER (ALLOWANCE)		Unit = HR	Takeoff	Quan: 40.000		Engr	Quan: 40.000	40.000
119040	POLICE OFFICERS		Quan: 40.00 HR	Hrs/Shft: 8.00	Cal: 508	WC: NOWC			
99191210	OFF DUTY POLICE OFFI	1.00	40.00 HR		72.000			2,880	2,880
									**Unreviewed
=====>	Item Totals: 310		- OFF DUTY OFFICER (ALLOWANCE)						
\$2,880.00				[]			2,880	2,880	
72.000	40 HR						72.00	72.00	

BID ITEM = 320									
	CLIENT# = 33		Land Item	SCHEDULE: 1	100				
Description =	PAVEMENT MARKING REPLACEMENT (ALLOWANCE)		Unit = LS	Takeoff	Quan: 1.000		Engr	Quan: 1.000	1.000
193110	MISC WORK ALLOWANCE		Quan: 1.00 AL	Hrs/Shft: 8.00	Cal: 508	WC: NOWC			
99931100	MISC WORK ALLOWAN	1.00	1.00 LS		1,000.000			1,000	1,000
									**Unreviewed
=====>	Item Totals: 320		- PAVEMENT MARKING REPLACEMENT (ALLOWANCE)						
\$1,000.00				[]			1,000	1,000	
1,000.000	1 LS						1,000.00	1,000.00	

BID ITEM = 330									
	CLIENT# = 34		Land Item	SCHEDULE: 1	100				
Description =	FIRE WATCH (ALLOWANCE)		Unit = HR	Takeoff	Quan: 80.000		Engr	Quan: 80.000	80.000
115150	FIRE WATCH		Quan: 168.00 HR	Hrs/Shft: 8.00	Cal: 508	WC: NOWC			
L9900120	==> GENERAL LABOR		168.00 MH		17.700			5,166	5,166
\$5,165.54	1.0000 MH/HR		168.00 MH		[17.7]			5,166	5,166
									**Unreviewed

Direct Cost Report

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Perm Labor	Constr Material	Equip Matl/Exp	Sub-Ment Contract	Total
BID ITEM = 330									
	CLIENT# = 34		Land Item	SCHEDULE: 1	100				
Description =	FIRE WATCH (ALLOWANCE)		Unit =	HR	Takeoff Quan:	80.000	Engr Quan:		80.000
=====>	Item Totals: 330 - FIRE WATCH (ALLOWANCE)								
\$5,165.54	2.1000 MH/HR	168.00 MH		[37.17]	5,166				5,166
64.569	80 HR				64.57				64.57

BID ITEM = 340	CLIENT# = 35		Land Item	SCHEDULE: 1	100				
Description =	REMOVE EXISTING ACP GAS LINE (ALLOWANCE)		Unit =	LF	Takeoff Quan:	281.000	Engr Quan:		281.000

702228	DLB W/CAT 308	Quan:	281.00 LF	Hrs/Shft:	8.00	Cal:	508	WC:	NOWC
									**Unreviewed
<u>715150</u>	DWNTWN SITE 308 CREW	8.00	CH	Prod:	281.0000 US	Lab Pcs:	6.00	Eqp Pcs:	4.00
81101000	PICK UP SUPER/FOREM 1.00	8.00	HR	19.250			154		154
81401580	CAT 420 BACK HOE/LOA 1.00	8.00	HR	37.090			297		297
81800308	CAT 308E2 EXCAVATOR 1.00	8.00	HR	43.760			350		350
89731250	SUPER 16 (25 TN) 1.00	8.00	HR	78.000			624		624
L7100100	FOREMAN UNDERGRO 1.00	8.00	MH	36.000	479				479
L7100110	LEAD PIPE LAYER 1.00	8.00	MH	22.500	303				303
L7100210	EXCAVATOR OPERATO 2.00	16.00	MH	28.500	745				745
L9900110	SKILLED LABOR 1.00	8.00	MH	19.500	267				267
L9900120	GENERAL LABOR 1.00	8.00	MH	17.700	246				246
\$3,464.51	0.1708 MH/LF	48.00	MH	[4.347]	2,040		1,425		3,465
=====>	Item Totals: 340 - REMOVE EXISTING ACP GAS LINE (ALLOWANCE)								
\$3,464.51	0.1708 MH/LF	48.00	MH	[4.347]	2,040		1,425		3,465
12.329	281 LF				7.26		5.07		12.33

BID ITEM = 345	CLIENT# = 36		Land Item	SCHEDULE: 1	100				
Description =	HAZMAT FEES FOR GAS LINE (ALLOWANCE)		Unit =	LS	Takeoff Quan:	1.000	Engr Quan:		1.000

101270	DUMPSTER	Quan:	1.00 LD	Hrs/Shft:	8.00	Cal:	508	WC:	NOWC
									**Unreviewed
99132136	TRASH DUMPSTERS	1.00	LD	672.000			672		672
101271	DUMPSTER DUMP FEE	Quan:	4.00 TN	Hrs/Shft:	8.00	Cal:	508	WC:	NOWC
									**Unreviewed
99132136	TRASH DUMPSTERS	4.00	TN	37.000			148		148
=====>	Item Totals: 345 - HAZMAT FEES FOR GAS LINE (ALLOWANCE)								
\$820.00				[]			820		820
820.000	1 LS						820.00		820.00

BID ITEM = 350	CLIENT# = 37		Land Item	SCHEDULE: 1	100				
Description =	ALT. INSERT-A-VALVE INSTALL IN PAVEMENT		Unit =	LS	Takeoff Quan:	1.000	Engr Quan:		1.000

021050	SAWCUT MINIMUM	Quan:	1.00 LS	Hrs/Shft:	8.00	Cal:	508	WC:	NOWC
									**Unreviewed
40021050	SAWCUTTING SUB 1.00	1.00	LS	200.000				200	200
410010	BUY ASPHALT (SHORT LOAD)	Quan:	10.00 TN	Hrs/Shft:	8.00	Cal:	508	WC:	NOWC
									**Unreviewed
24101125	ASPHALT PER BID ITEM	10.00	TN	110.000		1,100			1,100

Direct Cost Report

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Perm Labor	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 350	CLIENT# = 37		Land Item	SCHEDULE: 1 100					
Description =	ALT. INSERT-A-VALVE INSTALL IN PAVEMENT		Unit =	LS	Takeoff Quan:	1.000	Engr Quan:		1.000
410060	AC PAVING AGC CREW HAND			Quan: 30.00 SY	Hrs/Shft: 8.00	Cal: 508	WC: NOWC		
<u>410310</u>	AGE PATCH CREW W/O PAVER	8.00	CH	Prod: 1.0000 S		Lab Pcs: 5.00	Eqp Pcs: 3.00		**Unreviewed
81101000	PICK UP SUPER/FOREM	1.00	HR	19.250			154		154
81500570	CASE 570M XT GANNO	1.00	HR	30.040			240		240
81912050	3-5 TON DUAL DRUM R	1.00	HR	19.450			156		156
L4200100	FOREMAN ASPHALT PA	1.00	MH	36.000	480				480
L9800120	GENERAL OPERATOR	1.00	MH	23.000	304				304
L9900110	SKILLED LABOR	1.00	MH	19.500	267				267
L9900120	GENERAL LABOR	2.00	MH	17.700	492				492
\$2,091.85	1.3333 MH/SY	40.00	MH	[30.373]	1,542		550		2,092
680030	AC DUMP FEE			Quan: 1.00 LD	Hrs/Shft: 8.00	Cal: 508	WC: NOWC		
26204110	ASPHALT DUMP FEE	1.00	LD	50.000		50			**Unreviewed 50
680550	HAUL DEMO			Quan: 1.00 LD	Hrs/Shft: 8.00	Cal: 508	WC: NOWC		
<u>271130</u>	HAUL W/ SUPERS	1.00	CH	Prod: 0.0000		Lab Pcs: 0.00	Eqp Pcs: 1.00		**Unreviewed
89731250	SUPER 16 (25 TN)	1.00	HR	78.000			78		78
701210	BUY ABC			Quan: 5.00 TN	Hrs/Shft: 8.00	Cal: 508	WC: NOWC		
23101120	PIPE ABC	1.00	TN	9.400		47			**Unreviewed 47
704110	SHORING FOR TIE-INS			Quan: 0.25 MO	Hrs/Shft: 8.00	Cal: 508	WC: NOWC		
<u>750150</u>	MH SHORING 5-8' DEEP	44.00	CH	Prod: 0.0455 US		Lab Pcs: 0.00	Eqp Pcs: 5.00		**Unreviewed
89882910	RENT TRENCH BOX BRI	1.00	HR	0.980			43		43
89882930	RENT TRENCH BOX LA	1.00	HR	0.470			21		21
89882964	RENT 4-WAY SLING	1.00	HR	1.000			44		44
89885100	RENT MANHOLE BOX -	1.00	HR	7.330			323		323
89885910	RENT MANHOLE BOX L	1.00	HR	1.050			46		46
\$476.52				[]			477		477
119022	RENT STREET FOOTBALL			Quan: 6.00 DA	Hrs/Shft: 8.00	Cal: 508	WC: NOWC		
40071010	TRAFFIC CONTROL SU	1.00	DA	150.000				900	**Unreviewed 900
119023	SET/REMOVE STREET FOOTBALL			Quan: 4.00 EA	Hrs/Shft: 8.00	Cal: 508	WC: NOWC		
40071010	TRAFFIC CONTROL SU	1.00	EA	250.000				1,000	**Unreviewed 1,000
=====>	Item Totals: 350 - ALT. INSERT-A-VALVE INSTALL IN PAVEMENT								
\$5,943.37	40.0000 MH/LS	40.00	MH	[911.2]	1,542	1,197	1,104	2,100	5,943
5,943.370	1 LS				1,541.93	1,197.00	1,104.44	2,100.00	5,943.37

BID ITEM = 360	CLIENT# = 38		Land Item	SCHEDULE: 1 100					
Description =	8" INSERT-A-VALVE (ALLOWANCE)		Unit =	EA	Takeoff Quan:	1.000	Engr Quan:		1.000
031060	SUB ADJUST VALVE			Quan: 1.00 EA	Hrs/Shft: 8.00	Cal: 508	WC: NOWC		
40031060	ADJUSTMENTS SUB	1.00	EA	300.000				300	**Unreviewed 300
051060	SUB F/I 10" INSERT-A-VALVE			Quan: 1.00 EA	Hrs/Shft: 8.00	Cal: 508	WC: NOWC		
									**Unreviewed

Direct Cost Report

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Perm Labor	Constr Material	Equip Matl/Exp	Sub-Ment Contract	Total
BID ITEM = 360	CLIENT# = 38								
Description =	8" INSERT-A-VALVE (ALLOWANCE)		Unit =	EA	Takeoff	Quan:	1.000	Engr Quan:	1.000
40051060	TAPPING SLEEVE SUB	1.00	1.00 EA	5,100.000				5,100	5,100
701010	BUY VALVE RISER & LID			Quan: 1.00 EA	Hrs/Shft: 8.00	Cal: 508	WC: NOWC		
27010010	WATER & SEWER BUY	1.00	1.00 EA	200.000		200			**Unreviewed 200
701240	BUY BLOCKING CONCRETE			Quan: 1.00 CY	Hrs/Shft: 8.00	Cal: 508	WC: NOWC		
29101045	PIPE CONCRETE	1.00	1.00 CY	69.000		69			**Unreviewed 69
702228	DLB W/CAT 308			Quan: 1.00 EA	Hrs/Shft: 8.00	Cal: 508	WC: NOWC		
<u>715150</u>	DWNTWN SITE 308 CREW		8.00 CH	Prod: 1.0000 US	Lab Pcs:	6.00	Eqp Pcs:	4.00	**Unreviewed
81101000	PICK UP SUPER/FOREM	1.00	8.00 HR	19.250		154		154	
81401580	CAT 420 BACK HOE/LOA	1.00	8.00 HR	37.090		297		297	
81800308	CAT 308E2 EXCAVATOR	1.00	8.00 HR	43.760		350		350	
89731250	SUPER 16 (25 TN)	1.00	8.00 HR	78.000		624		624	
L7100100	FOREMAN UNDERGRO	1.00	8.00 MH	36.000	479			479	
L7100110	LEAD PIPE LAYER	1.00	8.00 MH	22.500	303			303	
L7100210	EXCAVATOR OPERATO	2.00	16.00 MH	28.500	745			745	
L9900110	SKILLED LABOR	1.00	8.00 MH	19.500	267			267	
L9900120	GENERAL LABOR	1.00	8.00 MH	17.700	246			246	
\$3,464.51	48.0000 MH/EA		48.00 MH	[1221.6]	2,040		1,425	3,465	
=====>	Item Totals: 360 - 8" INSERT-A-VALVE (ALLOWANCE)								
\$9,133.51	48.0000 MH/EA		48.00 MH	[1221.6]	2,040	269	1,425	5,400	9,134
9,133.510	1 EA				2,039.71	269.00	1,424.80	5,400.00	9,133.51

BID ITEM = 370	CLIENT# = 39								
Description =	4" INSERT-A-VALVE (ALLOWANCE)		Unit =	EA	Takeoff	Quan:	1.000	Engr Quan:	1.000
031060	SUB ADJUST VALVE			Quan: 1.00 EA	Hrs/Shft: 8.00	Cal: 508	WC: NOWC		
40031060	ADJUSTMENTS SUB	1.00	1.00 EA	300.000				300	**Unreviewed 300
051060	SUB F/I 4" INSERT-A-VALVE			Quan: 1.00 EA	Hrs/Shft: 8.00	Cal: 508	WC: NOWC		
40051060	TAPPING SLEEVE SUB	1.00	1.00 EA	3,850.000				3,850	**Unreviewed 3,850
701010	BUY VALVE RISER & LID			Quan: 1.00 EA	Hrs/Shft: 8.00	Cal: 508	WC: NOWC		
27010010	WATER & SEWER BUY	1.00	1.00 EA	200.000		200			**Unreviewed 200
701240	BUY BLOCKING CONCRETE			Quan: 1.00 CY	Hrs/Shft: 8.00	Cal: 508	WC: NOWC		
29101045	PIPE CONCRETE	1.00	1.00 CY	69.000		69			**Unreviewed 69
702228	DLB W/CAT 308			Quan: 1.00 EA	Hrs/Shft: 8.00	Cal: 508	WC: NOWC		
<u>715150</u>	DWNTWN SITE 308 CREW		8.00 CH	Prod: 1.0000 US	Lab Pcs:	6.00	Eqp Pcs:	4.00	**Unreviewed
81101000	PICK UP SUPER/FOREM	1.00	8.00 HR	19.250		154		154	
81401580	CAT 420 BACK HOE/LOA	1.00	8.00 HR	37.090		297		297	
81800308	CAT 308E2 EXCAVATOR	1.00	8.00 HR	43.760		350		350	
89731250	SUPER 16 (25 TN)	1.00	8.00 HR	78.000		624		624	
L7100100	FOREMAN UNDERGRO	1.00	8.00 MH	36.000	479			479	
L7100110	LEAD PIPE LAYER	1.00	8.00 MH	22.500	303			303	
L7100210	EXCAVATOR OPERATO	2.00	16.00 MH	28.500	745			745	

Direct Cost Report

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Perm Labor	Constr Material	Equip Matl/Exp	Sub-Ment Contract	Total
BID ITEM = 370	CLIENT# = 39		Land Item	SCHEDULE: 1 100					
Description =	4" INSERT-A-VALVE (ALLOWANCE)		Unit =	EA	Takeoff Quan:	1.000	Engr Quan:		1.000
L9900110	SKILLED LABOR	1.00	8.00 MH	19.500	267				267
L9900120	GENERAL LABOR	1.00	8.00 MH	17.700	246				246
\$3,464.51	48.0000 MH/EA		48.00 MH	[1221.6]	2,040		1,425		3,465
=====> Item Totals:	370 - 4" INSERT-A-VALVE (ALLOWANCE)								
\$7,883.51	48.0000 MH/EA		48.00 MH	[1221.6]	2,040	269	1,425	4,150	7,884
7,883.510	1 EA				2,039.71	269.00	1,424.80	4,150.00	7,883.51
BID ITEM = 380	CLIENT# = 40		Land Item	SCHEDULE: 1 100					
Description =	FURNISH FIRE HYDRANT (ALLOWANCE)		Unit =	EA	Takeoff Quan:	1.000	Engr Quan:		1.000
701010	BUY FURNISH FIRE HYDRANT (ALLOWANCE)		Quan:	1.00 EA	Hrs/Shft:	8.00	Cal:	508	WC: NOWC
27010010	WATER & SEWER BUY	1.00	EA	1,947.000	1,947				1,947
=====> Item Totals:	380 - FURNISH FIRE HYDRANT (ALLOWANCE)								
\$1,947.00				[]	1,947				1,947
1,947.000	1 EA				1,947.00				1,947.00
BID ITEM = 390	CLIENT# = 41		Land Item	SCHEDULE: 1 100					
Description =	TEMPORARY WATER CONNECTIONS (ALLOWANCE)		Unit =	EA	Takeoff Quan:	8.000	Engr Quan:		8.000
051040	PIPE DISINFECTION SUB		Quan:	520.00 LF	Hrs/Shft:	8.00	Cal:	508	WC: NOWC
40051040	PIPE DISINFECTION SUB	1.00	520.00 LF	1.100			572		572
115030	RENT BFP		Quan:	2.00 MO	Hrs/Shft:	8.00	Cal:	508	WC: NOWC
99151800	3" BFP RENTAL	1.00	2.00 MO	300.000		600			600
701011	BUY TEMP WATER SERVICE MATERIALS		Quan:	8.00 EA	Hrs/Shft:	8.00	Cal:	508	WC: NOWC
27010010	WATER & SEWER BUY	1.00	8.00 EA	342.000	2,736				2,736
701050	BUY 8" HDPE SEWER PIPE		Quan:	590.00 LF	Hrs/Shft:	8.00	Cal:	508	WC: NOWC
27050010	HDPE BUY	1.00	590.00 LF	15.000	8,850				8,850
702020	INSTALL/REMOVE TEMP WATER PIPE		Quan:	520.00 LF	Hrs/Shft:	8.00	Cal:	508	WC: NOWC
<u>710801</u>	DLB BACKHOE		16.00 CH	Prod:	260.0000 US	Lab Pcs:	3.00	Eqp Pcs:	2.00
81101000	PICK UP SUPER/FOREM	1.00	16.00 HR	19.250			308		308
81401580	CAT 420 BACK HOE/LOA	1.00	16.00 HR	37.090			593		593
L7100120	BACKUP PIPE LAYER	1.00	16.00 MH	18.460	514				514
L7100220	PIPE OPERATOR 2	1.00	16.00 MH	25.220	669				669
L9900120	GENERAL LABOR	1.00	16.00 MH	17.700	492				492
\$2,576.28	0.0923 MH/LF		48.00 MH	[1.889]	1,675		901		2,576
702021	TIE-IN TEMP WATER CONNECTIONS		Quan:	8.00 EA	Hrs/Shft:	8.00	Cal:	508	WC: NOWC
<u>710801</u>	DLB BACKHOE		16.00 CH	Prod:	4.0000 US	Lab Pcs:	3.00	Eqp Pcs:	2.00
81101000	PICK UP SUPER/FOREM	1.00	16.00 HR	19.250			308		308
81401580	CAT 420 BACK HOE/LOA	1.00	16.00 HR	37.090			593		593
L7100120	BACKUP PIPE LAYER	1.00	16.00 MH	18.460	514				514

Direct Cost Report

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Perm Labor	Constr Matl/Exp	Equip Ment	Sub-Contract	Total	
BID ITEM = 390	CLIENT# = 41		Land Item	SCHEDULE: 1 100						
Description =	TEMPORARY WATER CONNECTIONS (ALLOWANCE)	Unit =	EA	Takeoff	Quan:	8.000	Engr	Quan:	8.000	
L7100220	PIPE OPERATOR 2	1.00	16.00 MH	25.220	669				669	
L9900120	GENERAL LABOR	1.00	16.00 MH	17.700	492				492	
\$2,576.28	6.0000 MH/EA		48.00 MH	[122.76]	1,675		901		2,576	
702071	WELD HDPE			Quan: 1.00 LS	Hrs/Shft: 8.00	Cal: 508	WC: NOWC			
<u>715110</u>	INSTALL PIPE W/FORKLIFT		8.00 CH	Prod: 0.9990 US	Lab Pcs:	5.00	Eqp Pcs:	2.00	**Unreviewed	
81101000	PICK UP SUPER/FOREM	1.00	8.01 HR	19.250			154		154	
89971064	TELEHANDLER 9K 43' W	1.00	8.01 HR	35.063			281		281	
L7100100	FOREMAN UNDERGRO	1.00	8.01 MH	36.000	480				480	
L7100110	LEAD PIPE LAYER	1.00	8.01 MH	22.500	304				304	
L7100120	BACKUP PIPE LAYER	1.00	8.01 MH	18.460	257				257	
L9800120	GENERAL OPERATOR	1.00	8.01 MH	23.000	304				304	
L9900120	GENERAL LABOR	1.00	8.01 MH	17.700	246				246	
\$2,025.62	40.0500 MH/LS		40.05 MH	[942.46]	1,591		435		2,026	
702940	FUSIIION MACHINE COSTS			Quan: 1.00 LS	Hrs/Shft: 8.00	Cal: 508	WC: NOWC			
91505150	RENT FUSION MACHINE	1.00	2,000.000 WK			2,000			2,000	
91505151	MOB FUSION MACHIN	1.00	1,500.000 EA			1,500			1,500	
91505152	FUEL FUSION MACHINE	100.00	5.000 GAL			500			500	
91505155	TAX FUSION MACHINE	1.00	100.000 LS			100			100	
\$4,100.00				[]		4,100			4,100	
705130	TESTING FOR WATERLINE			Quan: 520.00 LF	Hrs/Shft: 8.00	Cal: 508	WC: NOWC			
<u>715151</u>	TEST CREW		4.00 CH	Prod: 1,040.0000 US	Lab Pcs:	2.00	Eqp Pcs:	1.00	**Unreviewed	
81101000	PICK UP SUPER/FOREM	1.00	4.00 HR	19.250			77		77	
L7100120	BACKUP PIPE LAYER	1.00	4.00 MH	18.460	128				128	
L9900120	GENERAL LABOR	1.00	4.00 MH	17.700	123				123	
\$328.37	0.0153 MH/LF		8.00 MH	[0.278]	251		77		328	
=====>	Item Totals: 390		- TEMPORARY WATER CONNECTIONS (ALLOWANCE)							
\$24,364.55	18.0062 MH/EA		144.05 MH	[381.408]	5,192	11,586	4,700	2,315	572	24,365
3,045.569	8 EA				648.96	1,448.25	587.50	289.36	71.50	3,045.57

BID ITEM = 400	CLIENT# = 42		Land Item	SCHEDULE: 1 100					
Description =	CONCRETE ENCASEMENT MAG 404 (ALLOWANCE)	Unit =	LF	Takeoff	Quan:	40.000	Engr	Quan:	40.000
701250	BUY ENCASEMENT CONCRETE			Quan: 20.00 CY	Hrs/Shft: 8.00	Cal: 508	WC: NOWC		
29101046	ENCASEMENT CONCRE	1.00	20.00 CY	69.000	1,380				1,380
701260	BUY ENCASEMENT REBAR			Quan: 150.00 LB	Hrs/Shft: 8.00	Cal: 508	WC: NOWC		
29061010	REBAR FOB	1.00	150.00 LB	1.000	150				150
702228	DLB W/CAT 308			Quan: 40.00 LF	Hrs/Shft: 8.00	Cal: 508	WC: NOWC		
<u>715150</u>	DWNTWN SITE 308 CREW		8.00 CH	Prod: 40.0000 US	Lab Pcs:	6.00	Eqp Pcs:	4.00	**Unreviewed
81101000	PICK UP SUPER/FOREM	1.00	8.00 HR	19.250			154		154
81401580	CAT 420 BACK HOE/LOA	1.00	8.00 HR	37.090			297		297
81800308	CAT 308E2 EXCAVATOR	1.00	8.00 HR	43.760			350		350
89731250	SUPER 16 (25 TN)	1.00	8.00 HR	78.000			624		624
L7100100	FOREMAN UNDERGRO	1.00	8.00 MH	36.000	479				479
L7100110	LEAD PIPE LAYER	1.00	8.00 MH	22.500	303				303

Direct Cost Report

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Perm Labor	Constr Material	Equip Matl/Exp	Sub-Ment Contract	Total
BID ITEM = 400	CLIENT# = 42		Land Item	SCHEDULE: 1	100				
Description =	CONCRETE ENCASEMENT MAG 404 (ALLOWANCE)		Unit =	LF	Takeoff	Quan:	40.000	Engr Quan:	40.000
L7100210	EXCAVATOR OPERATO	2.00	16.00 MH	28.500	745				745
L9900110	SKILLED LABOR	1.00	8.00 MH	19.500	267				267
L9900120	GENERAL LABOR	1.00	8.00 MH	17.700	246				246
\$3,464.51	1.2000 MH/LF		48.00 MH	[30.54]	2,040		1,425		3,465
703110	HAUL OFF PIPE SPOILS			Quan:	2.00 LD	Hrs/Shft:	8.00	Cal: 508	WC: NOWC
<u>271130</u>	HAUL W/ SUPERS		2.00 CH	Prod:	0.0000	Lab Pcs:	0.00	Eqp Pcs:	1.00
89731250	SUPER 16 (25 TN)	1.00	2.00 HR	78.000			156		156
703111	DIRT DUMP FEES			Quan:	2.00 LD	Hrs/Shft:	8.00	Cal: 508	WC: NOWC
26202110	DIRT DUMP FEE	1.00	2.00 LD	10.000		20			20
=====>	Item Totals: 400 - CONCRETE ENCASEMENT MAG 404 (ALLOWANCE)								
\$5,170.51	1.2000 MH/LF		48.00 MH	[30.54]	2,040	1,550	1,581		5,171
129.263	40 LF				50.99	38.75	39.52		129.26

BID ITEM = 410	CLIENT# = 43		Land Item	SCHEDULE: 1	100				
Description =	SLURRY BACKFILL AND ASSOCIATED HAULOFF		Unit =	CY	Takeoff	Quan:	1,200.000	Engr Quan:	1,200.000
680040	DIRT DUMP FEES			Quan:	100.00 LD	Hrs/Shft:	8.00	Cal: 508	WC: NOWC
26202110	DIRT DUMP FEE	1.00	100.00 LD	10.000		1,000			1,000
701220	BUY 1/2 SACK SLURRY			Quan:	1,200.00 CY	Hrs/Shft:	8.00	Cal: 508	WC: NOWC
29101005	1/2 SACK CLSM	1.00	1,200.00 CY	48.000		57,600			57,600
703110	HAUL OFF PIPE SPOILS			Quan:	100.00 LD	Hrs/Shft:	8.00	Cal: 508	WC: NOWC
<u>271130</u>	HAUL W/ SUPERS		100.00 CH	Prod:	0.0000	Lab Pcs:	0.00	Eqp Pcs:	1.00
89731250	SUPER 16 (25 TN)	1.00	100.00 HR	78.000			7,800		7,800
=====>	Item Totals: 410 - SLURRY BACKFILL AND ASSOCIATED HAULOFF								
\$66,400.00				[]		58,600	7,800		66,400
55.333	1200 CY					48.83	6.50		55.33

BID ITEM = 420	CLIENT# = 44		Land Item	SCHEDULE: 1	100				
Description =	VINTAGE PROP. 2" SERVICES (ALLOWANCE)		Unit =	EA	Takeoff	Quan:	5.000	Engr Quan:	5.000
701010	BUY WATER SERVICE COC STD DET C-301			Quan:	5.00 EA	Hrs/Shft:	8.00	Cal: 508	WC: NOWC
27010010	WATER & SEWER BUY		5.00 EA	500.000		2,500			2,500
701210	BUY BEDDING SAND			Quan:	15.00 TN	Hrs/Shft:	8.00	Cal: 508	WC: NOWC
23101120	PIPE ABC	1.00	15.00 TN	9.400		141			141
701220	BUY 1/2 SACK SLURRY			Quan:	22.00 CY	Hrs/Shft:	8.00	Cal: 508	WC: NOWC
29101005	1/2 SACK CLSM	1.00	22.00 CY	48.000		1,056			1,056

Direct Cost Report

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Perm Labor	Constr Material	Equip Matl/Exp	Sub-Ment	Sub-Contract	Total
BID ITEM = 420										
Description = VINTAGE PROP. 2" SERVICES (ALLOWANCE)			Land Item Unit =	SCHEDULE: 1 100	EA	Takeoff	Quan: 5.000	Engr	Quan:	5.000
702020	DLB SERVICE PIPING			Quan: 5.00 EA	Hrs/Shft: 8.00	Cal: 508	WC: NOWC			
<u>710801</u>	DLB BACKHOE		16.00 CH	Prod: 2.5000 US		Lab Pcs: 3.00	Eqp Pcs: 2.00			**Unreviewed
81101000	PICK UP SUPER/FOREM	1.00	16.00 HR	19.250			308			308
81401580	CAT 420 BACK HOE/LOA	1.00	16.00 HR	37.090			593			593
L7100120	BACKUP PIPE LAYER	1.00	16.00 MH	18.460	514					514
L7100220	PIPE OPERATOR 2	1.00	16.00 MH	25.220	669					669
L9900120	GENERAL LABOR	1.00	16.00 MH	17.700	492					492
\$2,576.28	9.6000 MH/EA		48.00 MH	[196.416]	1,675		901			2,576
=====> Item Totals: 420 - VINTAGE PROP. 2" SERVICES (ALLOWANCE)										
\$6,273.28	9.6000 MH/EA		48.00 MH	[196.416]	1,675	3,697	901			6,273
1,254.656	5 EA				334.97	739.40	180.29			1,254.66

BID ITEM = 430										
Description = VINTAGE PROP. 6" FIRE LINE W/VALVE (ALL			Land Item Unit =	SCHEDULE: 1 100	LF	Takeoff	Quan: 20.000	Engr	Quan:	20.000
031060	SUB ADJUST VALVE			Quan: 1.00 EA	Hrs/Shft: 8.00	Cal: 508	WC: NOWC			
40031060	ADJUSTMENTS SUB	1.00	1.00 EA	300.000			300			**Unreviewed 300
701010	BUY 6" DIP PC350 WATERLINE			Quan: 20.00 LF	Hrs/Shft: 8.00	Cal: 508	WC: NOWC			
27010010	WATER & SEWER BUY		20.00 LF	22.000	440					**Unreviewed 440
701011	BUY 6" GATE VALVE W/ BOX/COVER			Quan: 1.00 EA	Hrs/Shft: 8.00	Cal: 508	WC: NOWC			
27010010	WATER & SEWER BUY		1.00 EA	681.000	681					**Unreviewed 681
701210	BUY PIPE ABC			Quan: 2.00 TN	Hrs/Shft: 8.00	Cal: 508	WC: NOWC			
23101120	PIPE ABC	1.00	2.00 TN	9.400	19					**Unreviewed 19
701220	BUY 1/2 SACK SLURRY			Quan: 13.00 CY	Hrs/Shft: 8.00	Cal: 508	WC: NOWC			
29101005	1/2 SACK CLSM	1.00	13.00 CY	48.000	624					**Unreviewed 624
701240	BUY BLOCKING CONCRETE			Quan: 1.00 CY	Hrs/Shft: 8.00	Cal: 508	WC: NOWC			
29101045	PIPE CONCRETE	1.00	1.00 CY	69.000	69					**Unreviewed 69
702020	DLB W/BH			Quan: 20.00 LF	Hrs/Shft: 8.00	Cal: 508	WC: NOWC			
<u>710801</u>	DLB BACKHOE		8.00 CH	Prod: 20.0000 US		Lab Pcs: 3.00	Eqp Pcs: 2.00			**Unreviewed
81101000	PICK UP SUPER/FOREM	1.00	8.00 HR	19.250			154			154
81401580	CAT 420 BACK HOE/LOA	1.00	8.00 HR	37.090			297			297
L7100120	BACKUP PIPE LAYER	1.00	8.00 MH	18.460	257					257
L7100220	PIPE OPERATOR 2	1.00	8.00 MH	25.220	335					335
L9900120	GENERAL LABOR	1.00	8.00 MH	17.700	246					246
\$1,288.14	1.2000 MH/LF		24.00 MH	[24.552]	837		451			1,288
702021	DLB VALVE W/BH			Quan: 1.00 EA	Hrs/Shft: 8.00	Cal: 508	WC: NOWC			
<u>710801</u>	DLB BACKHOE		1.00 CH	Prod: 8.0000 US		Lab Pcs: 3.00	Eqp Pcs: 2.00			**Unreviewed
81101000	PICK UP SUPER/FOREM	1.00	1.00 HR	19.250			19			19
81401580	CAT 420 BACK HOE/LOA	1.00	1.00 HR	37.090			37			37

Direct Cost Report

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Perm Labor	Constr Material	Equip Matl/Exp	Sub-Ment Contract	Total
BID ITEM = 430									
	CLIENT# = 45								
Description =	VINTAGE PROP. 6" FIRE LINE W/VALVE (ALL		Land Item Unit =	SCHEDULE: 1 100	LF	Takeoff Quan:	20.000	Engr Quan:	20.000
L7100120	BACKUP PIPE LAYER	1.00	1.00 MH	18.460	32				32
L7100220	PIPE OPERATOR 2	1.00	1.00 MH	25.220	42				42
L9900120	GENERAL LABOR	1.00	1.00 MH	17.700	31				31
\$161.02	3.0000 MH/EA		3.00 MH	[61.38]	105		56		161
703110	HAUL OFF PIPE SPOILS			Quan:	2.00 LD	Hrs/Shft:	8.00	Cal: 508	WC: NOWC
<u>271130</u>	HAUL W/ SUPERS		2.00 CH	Prod:	0.0000	Lab Pcs:	0.00	Eqp Pcs:	1.00
89731250	SUPER 16 (25 TN)	1.00	2.00 HR	78.000			156		156
703111	DIRT DUMP FEES			Quan:	2.00 LD	Hrs/Shft:	8.00	Cal: 508	WC: NOWC
26202110	DIRT DUMP FEE	1.00	2.00 LD	10.000		20			20
=====>	Item Totals: 430 - VINTAGE PROP. 6" FIRE LINE W/VALVE (ALL								
\$3,757.96	1.3500 MH/LF		27.00 MH	[27.621]	942	1,853	663	300	3,758
187.898	20 LF				47.11	92.64	33.15	15.00	187.90

BID ITEM = 440									
	CLIENT# = 46								
Description =	HYDRO-VAC/SOFT DIG SUPPORT		Land Item Unit =	SCHEDULE: 1 100	HR	Takeoff Quan:	184.000	Engr Quan:	184.000
130120	SOFTDIG W/VAC TRUCK			Quan:	184.00 HR	Hrs/Shft:	8.00	Cal: 508	WC: NOWC
81705000	VAC TRUCK		184.00 HR	130.000			23,920		23,920
L9800120	==> GENERAL OPERAT		184.00 MH	23.000	6,983				6,983
\$30,902.93	1.0000 MH/HR		184.00 MH	[23]	6,983		23,920		30,903
=====>	Item Totals: 440 - HYDRO-VAC/SOFT DIG SUPPORT								
\$30,902.93	1.0000 MH/HR		184.00 MH	[23]	6,983		23,920		30,903
167.951	184 HR				37.95		130.00		167.95

BID ITEM = 445									
	CLIENT# = 47								
Description =	R/R DECORATIVE SIDEWALK/PAVERS (ALLOWANC		Land Item Unit =	SCHEDULE: 1 100	LS	Takeoff Quan:	1.000	Engr Quan:	1.000
021050	SUB SAWCUT MINIMUM			Quan:	1.00 LS	Hrs/Shft:	8.00	Cal: 508	WC: NOWC
40021050	SAWCUTTING SUB	1.00	1.00 LS	400.000				400	400
702020	DEMO/REMOVALS W/BH			Quan:	1.00 LS	Hrs/Shft:	8.00	Cal: 508	WC: NOWC
<u>710801</u>	DLB BACKHOE		4.00 CH	Prod:	2.0000 US	Lab Pcs:	3.00	Eqp Pcs:	2.00
81101000	PICK UP SUPER/FOREM	1.00	4.00 HR	19.250			77		77
81401580	CAT 420 BACK HOE/LOA	1.00	4.00 HR	37.090			148		148
L7100120	BACKUP PIPE LAYER	1.00	4.00 MH	18.460	128				128
L7100220	PIPE OPERATOR 2	1.00	4.00 MH	25.220	167				167
L9900120	GENERAL LABOR	1.00	4.00 MH	17.700	123				123
\$644.07	12.0000 MH/LS		12.00 MH	[245.52]	419		225		644
901010	BUY FLATWORK CONCRETE			Quan:	4.00 CY	Hrs/Shft:	8.00	Cal: 508	WC: NOWC
29101025	MAG B CONCRETE	1.00	4.00 CY	67.000		268			268
901210	BUY MISC MAT 1 FOR SW/RAMPS/DW/VG			Quan:	1.00 LS	Hrs/Shft:	8.00	Cal: 508	WC: NOWC

Direct Cost Report

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Perm Labor	Constr Material	Equip Matl/Exp	Sub-Ment	Sub-Contract	Total
BID ITEM = 445	CLIENT# = 47		Land Item	SCHEDULE: 1 100						
Description =	R/R DECORATIVE SIDEWALK/PAVERS (ALLOWANC		Unit =	LS	Takeoff	Quan:	1.000	Engr	Quan:	1.000
29052110	MISC SW/RAMP MATL 1	1.00	1.00 LS	100.000		100				100
903020	SW GRADE		Quan:	1.00 LS	Hrs/Shft:	8.00	Cal: 508	WC: NOWC		
<u>240155</u>	CURB/SW GRADE SLOW		2.00 CH	Prod:	0.5000 UH	Lab Pcs:	4.00	Eqp Pcs:	1.00	**Unreviewed
81500570	CASE 570M XT GANNO	1.00	2.00 HR	30.040			60		60	
L9800120	GENERAL OPERATOR	1.00	2.00 MH	23.000	76				76	
L9900110	SKILLED LABOR	1.00	2.00 MH	19.500	67				67	
L9900120	GENERAL LABOR	2.00	4.00 MH	17.700	123				123	
\$325.60	8.0000 MH/LS		8.00 MH	[155.8]	266		60		326	
903110	F-P-S SW HAND		Quan:	1.00 LS	Hrs/Shft:	8.00	Cal: 508	WC: NOWC		
<u>923050</u>	FORM/POUR SW, VG, SLABS...		8.00 CH	Prod:	0.1250 UH	Lab Pcs:	4.00	Eqp Pcs:	2.00	**Unreviewed
81101000	PICK UP SUPER/FOREM	1.00	8.00 HR	19.250			154		154	
81708010	FORM TRUCK	1.00	8.00 HR	19.250			154		154	
L9200100	CONC MASON FOREMA	1.00	8.00 MH	36.000	480				480	
L9200110	CONCRETE FINISHER	2.00	16.00 MH	21.000	573				573	
L9900110	SKILLED LABOR	1.00	8.00 MH	19.500	267				267	
\$1,627.51	32.0000 MH/LS		32.00 MH	[780]	1,320		308		1,628	
903111	REMOVE/REPLACE PAVERS		Quan:	1.00 LS	Hrs/Shft:	8.00	Cal: 508	WC: NOWC		
<u>923050</u>	FORM/POUR SW, VG, SLABS...		8.00 CH	Prod:	0.1250 UH	Lab Pcs:	4.00	Eqp Pcs:	2.00	**Unreviewed
81101000	PICK UP SUPER/FOREM	1.00	8.00 HR	19.250			154		154	
81708010	FORM TRUCK	1.00	8.00 HR	19.250			154		154	
L9200100	CONC MASON FOREMA	1.00	8.00 MH	36.000	480				480	
L9200110	CONCRETE FINISHER	2.00	16.00 MH	21.000	573				573	
L9900110	SKILLED LABOR	1.00	8.00 MH	19.500	267				267	
\$1,627.51	32.0000 MH/LS		32.00 MH	[780]	1,320		308		1,628	
=====>	Item Totals: 445 - R/R DECORATIVE SIDEWALK/PAVERS (ALLOWANC									
\$4,992.69	84.0000 MH/LS		84.00 MH	[1961.32]	3,323	368	901	400	4,993	
4,992.690	1 LS				3,323.25	368.00	901.44	400.00	4,992.69	

BID ITEM = 447	CLIENT# = 48		Land Item	SCHEDULE: 1 100						
Description =	TEMPORARY FENCE (ALLOWANCE)		Unit =	LS	Takeoff	Quan:	1.000	Engr	Quan:	1.000
031030	SUB INSTALL TEMPE FENCE W/ SCREEN		Quan:	1,200.00 LF	Hrs/Shft:	8.00	Cal: 508	WC: NOWC		
40031030	FENCING SUB	1.00	1,200.00 LF	1.350				1,620	1,620	**Unreviewed
031031	SUB REMOVE TEMP FENCE W/ SCREEN		Quan:	1,200.00 LF	Hrs/Shft:	8.00	Cal: 508	WC: NOWC		
40031030	FENCING SUB	1.00	1,200.00 LF	1.350				1,620	1,620	**Unreviewed
031033	SUB REPAIR DAMAGED PANELS		Quan:	5.00 EA	Hrs/Shft:	8.00	Cal: 508	WC: NOWC		
40031030	FENCING SUB	1.00	5.00 EA	40.000				200	200	**Unreviewed
702930	SET UP / TEAR DOWN FENCE		Quan:	1.00 LS	Hrs/Shft:	8.00	Cal: 508	WC: NOWC		
<u>760110</u>	SETUP/TEARDOWN FENCE		8.00 CH	Prod:	1.0000 US	Lab Pcs:	3.00	Eqp Pcs:	1.00	**Unreviewed
81401580	CAT 420 BACK HOE/LOA	1.00	8.00 HR	37.090			297		297	
L9800120	GENERAL OPERATOR	1.00	8.00 MH	23.000	304				304	
L9900120	GENERAL LABOR	2.00	16.00 MH	17.700	492				492	

Direct Cost Report

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 447										
	CLIENT# = 48		Land Item	SCHEDULE: 1	100					
Description =	TEMPORARY FENCE (ALLOWANCE)		Unit =	LS	Takeoff Quan:		1.000	Engr Quan:		1.000
\$1,092.29	24.0000 MH/LS	24.00	MH	[467.2]	796			297		1,092
=====> Item Totals: 447	- TEMPORARY FENCE (ALLOWANCE)									
\$4,532.29	24.0000 MH/LS	24.00	MH	[467.2]	796			297	3,440	4,532
4,532.290	1 LS				795.57			296.72	3,440.00	4,532.29
\$417,457.22	*** Report Totals ***	2,795.05	MH		111,620	117,151	26,770	122,032	39,885	417,457

>>> indicates Non Additive Activity

-----Report Notes:-----

The estimate was prepared with BID Quantities.
 This report shows TAKEOFF Quantities with the resources.

"Unreviewed" Activities are marked.

Bid Date: Owner: Engineering Firm:
 Estimator-In-Charge:

JOB NOTES

Estimate created on: 03/05/2015 by User#: 4 - Charlie Babich
 Source estimate used: L:\HEAVYBID\EST\3012

*****Estimate created on: 03/05/2015 by User#: 4 - Charlie Babich
 Source estimate used: L:\HEAVYBID\EST\3015

*****Estimate created on: 04/20/2015 by User#: 5 - Andy Mortensen
 Source estimate used: L:\HEAVYBID\EST\3015APDM

* on units of MH indicate average labor unit cost was used rather than base rate.

[] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens

In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where XXX=Rent% and YYY=EOE%

-----Calendar Codes-----

- 410 Four 10 Hour Days - No O.T.
- 508 Five 8 Hour Days (Default Calendar)**
- 510 Five 10 Hour Days

CREW COMPOSITIONS

Crew: 715150 - DWNTWN SITE 308 CREW				Override Calendar:									
Labor Code	Labor Description	Members	Base Rate	Burdened Rate	Hour Adj.								
L7100100	FOREMAN UNDERGROUND	1.00	36.00	59.87	0.00								
L7100110	LEAD PIPE LAYER	1.00	22.50	37.92	0.00								
L7100210	EXCAVATOR OPERATOR	2.00	28.50	46.56	0.00								
L9900110	SKILLED LABOR	1.00	19.50	33.31	0.00								
L9900120	GENERAL LABOR	1.00	17.70	30.75	0.00								
6.00 MH/CH	\$254.9700/CH		\$42.4950/MH			*BURDENS INCLUDED*							
Eqp Code	Eqp Desc	Pieces	Rent%	EOE%	Hour A	I/O	Rent	FOG	Parts	GEC	Mech	Other	Total/H
81101000	PICK UP SUPER	1.00	100	100	0.00	I	7.50	6.75	0.00	0.00	5.00	0.00	19.25
81401580	CAT 420 BACK	1.00	100	100	0.00	I	21.74	10.35	0.00	0.00	5.00	0.00	37.09
81800308	CAT 308E2 EXC	1.00	100	100	0.00	I	26.01	15.75	0.00	0.00	2.00	0.00	43.76
89731250	SUPER 16 (25 T	1.00	100	100	0.00	O	78.00	0.00	0.00	0.00	0.00	0.00	78.00
Equipment Only		\$178.1000/CH	\$29.6833/MH			Labor + Equipment			\$433.0700/CH			\$72.1783/MH	

Total/Hr on Equipment has been adjusted for Rent% and Operating %; component costs have not.

NOTE that if the Worker's Comp feature is being used, it is not included in these burdens.

EXHIBIT H: TEMPORARY WATER SERVICES LAYOUT

April 29, 2015

Downtown Sites 3,4,5,6, and 7 Water-Wastewater Infrastructure

GMP1 – Site 3

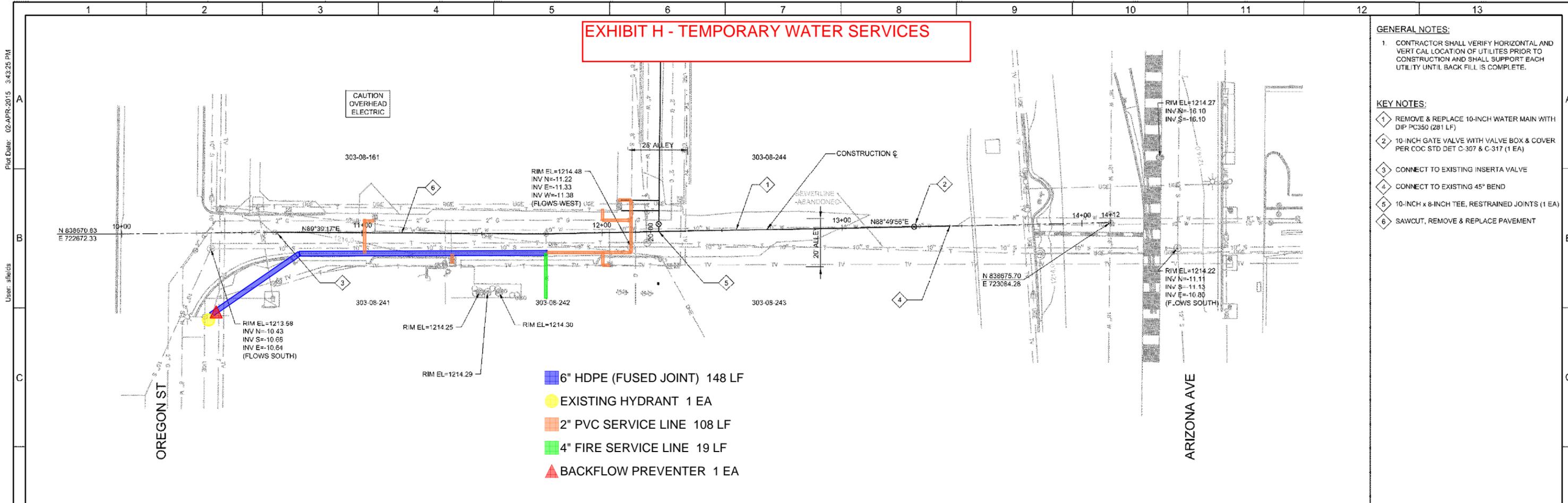
City of Chandler Project No. WW1506.251 / Achen-Gardner No. 3453100

See attached layout

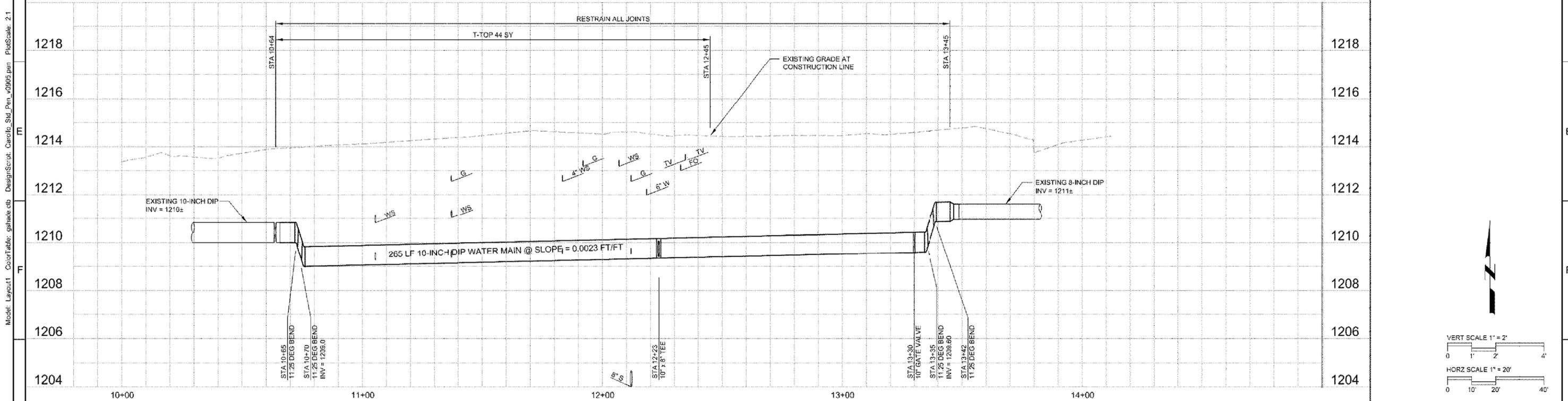
EXHIBIT H - TEMPORARY WATER SERVICES

GENERAL NOTES:
 1. CONTRACTOR SHALL VERIFY HORIZONTAL AND VERT CAL LOCATION OF UTILITIES PRIOR TO CONSTRUCTION AND SHALL SUPPORT EACH UTILITY UNTIL BACK FILL IS COMPLETE.

- KEY NOTES:**
- 1 REMOVE & REPLACE 10-INCH WATER MAIN WITH DIP PC350 (281 LF)
 - 2 10-INCH GATE VALVE WITH VALVE BOX & COVER PER COC STD DET C-307 & C-317 (1 EA)
 - 3 CONNECT TO EXISTING INSERTA VALVE
 - 4 CONNECT TO EXISTING 45° BEND
 - 5 10-INCH x 8-INCH TEE, RESTRAINED JOINTS (1 EA)
 - 6 SAWCUT, REMOVE & REPLACE PAVEMENT



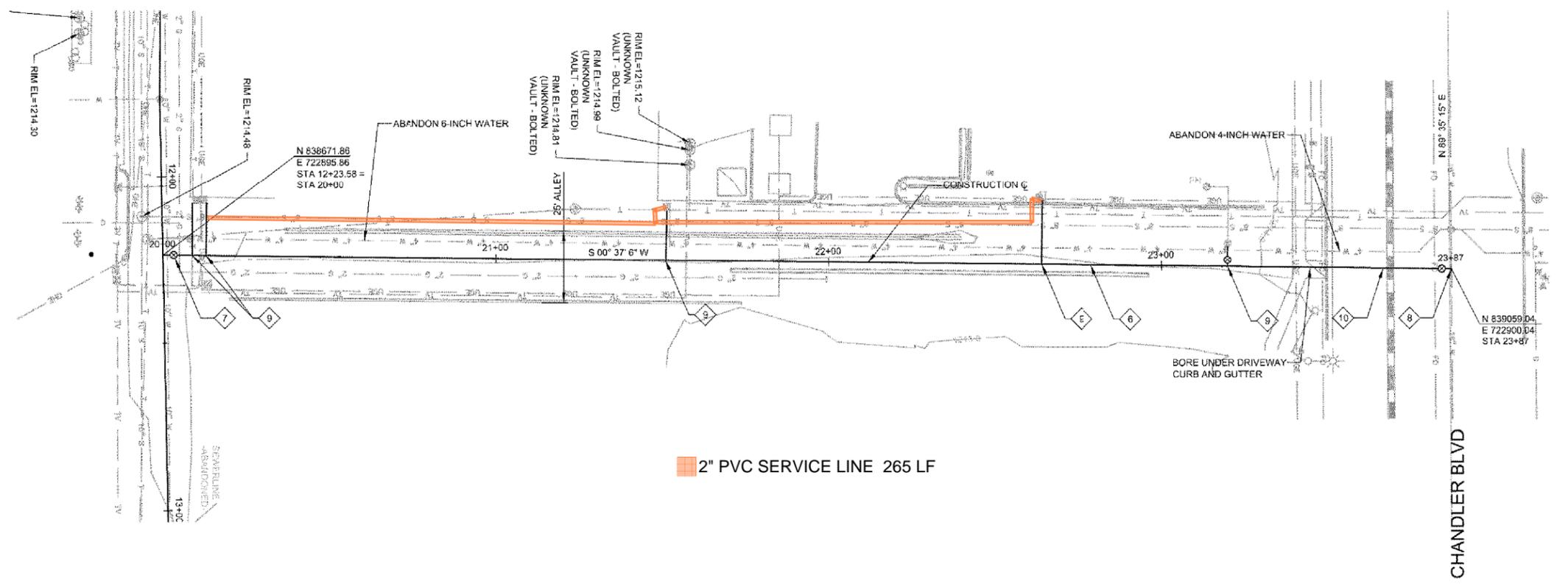
ALLEY BETWEEN CHANDLER BLVD AND BUFFALO ST



65% SUBMITTAL NOT FOR CONSTRUCTION		DESIGNED MRS		CITY OF CHANDLER, ARIZONA	VERIFY SCALES BAR IS ONE INCH ON ORIGINAL DRAWING	JOB NO. 9799A10 - 401
		DRAWN GD		DOWNTOWN SITE 3 WATER INFRASTRUCTURE	0 1" SCALE	DRAWING NO. C-01
		CHECKED		CIVIL	IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY	SHEET NO. 5 OF XX
		DATE APRIL 2015		SITE 3 PLAN AND PROFILE 10+00 - 14+00		

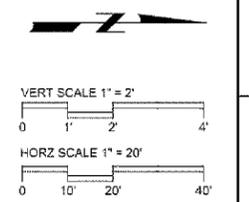
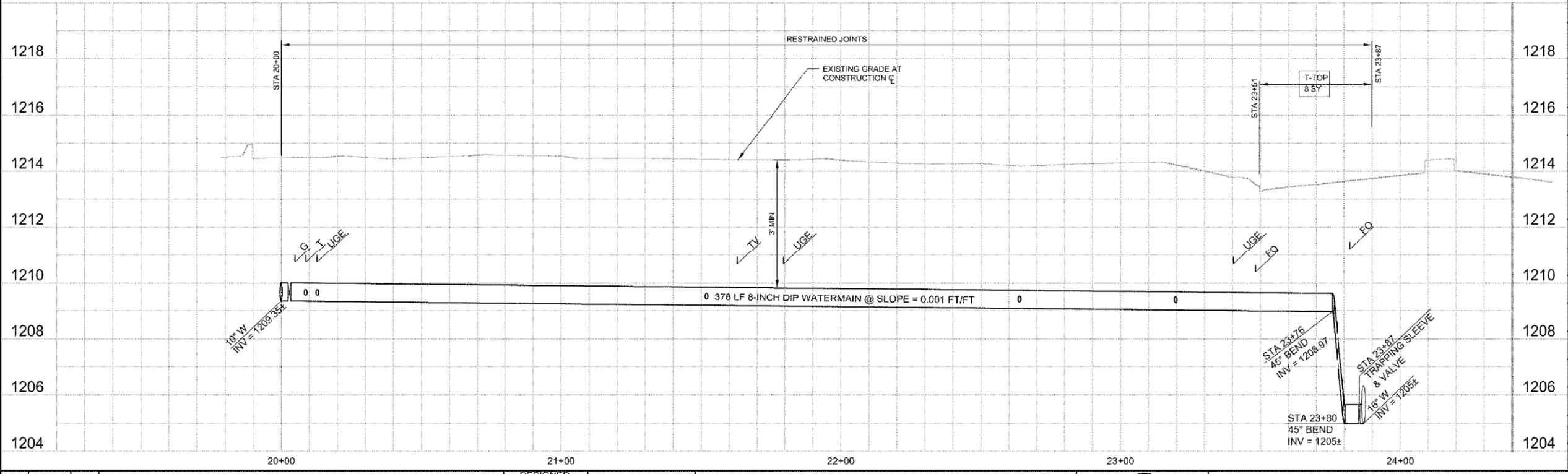
Plot Date: 02-APR-2015 3:43:33 PM
 User: sfields
 Model: Layout1 ColorTable: gshakte.cb DesignScript: Carollo_Sig_Pen_v0905.pen PlotScale: 2.1
 LAST SAVED BY: SFields

ALLEY BETWEEN BUFFALO ST AND CHANDLER BLVD



- GENERAL NOTES:**
- CONTRACTOR SHALL VERIFY HORIZONTAL AND VERTICAL LOCATION OF UTILITES PRIOR TO CONSTRUCTION AND SHALL SUPPORT EACH UTILITY UNTIL BACK FILL IS COMPLETE.
- KEY NOTES:**
- 6 SAWCUT, REMOVE AND REPLACE PAVEMENT
 - 7 8-INCH GATE VALVE WITH VALVE BOX & COVER PER COC STD DET C-307 & C-317 (1 EA)
 - 8 16-INCH x 8-INCH TAPPING SLEEVE & GATE VALVE MAG STD DET 340 VALVE BOX & COVER PER COC STD DET C-307 & C-317 (1 EA)
 - 9 WATER SERVICE COC STD DET C-301 (4 EA)
 - 10 8-INCH WATER MAIN DIP, PC350 (387 LF)

ALLEY BETWEEN ARIZONA AVE AND OREGON ST



**65% SUBMITTAL
NOT FOR CONSTRUCTION**

DESIGNED MRS
 DRAWN GD
 CHECKED
 DATE APRIL 2015



CITY OF CHANDLER, ARIZONA
 DOWNTOWN SITE 3 WATER INFRASTRUCTURE
 CIVIL
 SITE 3
 PLAN AND PROFILE 20+00 - 23+67

VERIFY SCALES
 BAR IS ONE INCH ON ORIGINAL DRAWING
 0 1" 1'

JOB NO. 9799A10 - 401
 DRAWING NO. C-02
 SHEET NO. 6 OF XX

**EXHIBIT I
PERFORMANCE BOND**

ARIZONA STATUTORY PERFORMANCE BOND
PURSUANT TO TITLES 28, 34, AND 41, ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS THAT: _____

(hereinafter "Principal"), and _____ (hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, holding a certificate of authority to transact surety business in Arizona issued by the Director of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto _____ (hereinafter "Obligee") in the amount of _____ (Dollars) (\$_____), for the payment whereof, 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 _____, 2015 for construction of **Downtown Water-Wastewater Infrastructure Site 3 CITY PROJECT NO. WW1506.401** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal faithfully performs and fulfills all the undertakings, covenants, terms, conditions and agreements of the contract during the original term of the contract and any extension of the contract, with or without notice of the Surety, and during the life of any guaranty required under the contract, and also performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

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

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 2015.

AGENT OF RECORD

PRINCIPAL SEAL

By _____

AGENT ADDRESS

SURETY SEAL

CITY OF CHANDLER, ARIZONA
CERTIFICATE OF INSURABILITY

CITY OF CHANDLER PRIVILEGE TAX LICENSE

(Refer to Article 6.9, General Conditions; CONTRACTOR'S RESPONSIBILITIES)

PROJECT NAME: Downtown Water-Wastewater Infrastructure Site 3

PROJECT NUMBER: WW1506.401

Please attach current certificate per Article 6.9 General Conditions.

**CITY OF CHANDLER, ARIZONA
DEPARTMENT OF PUBLIC WORKS**

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

_____, Arizona

Date _____

Project Name: Downtown Water-Wastewater Infrastructure Site 3
Project No.: WW1506.401

To the City of Chandler, 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.

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. The undersigned further agrees to indemnify and save harmless the City of Chandler against any and all liens, claims or 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 and materials furnished for the performance of said installation.

Signed and dated at _____, this _____ day of _____ 20_____.

CONTRACTOR

By _____

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____ 20_____.

Notary Public

My Commission Expires

CITY OF CHANDLER, ARIZONA
PUBLIC WORKS DEPARTMENT

CERTIFICATE OF COMPLETION

Project Name: Downtown Water-Wastewater Infrastructure Site 3
Project No.: WW1506.401

(TO BE COMPLETED BY CONTRACTOR)

I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER PROJECT NO. WW1506.401 HAVE BEEN DELIVERED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND BID SPECIFICATIONS AND ALL ACTIVITIES REQUIRED BY THE CONTRACTOR UNDER THE CONTRACT HAVE BEEN COMPLETED AS OF _____.
(Date)

FIRM NAME: _____

PRINCIPAL: _____
(Name)

(Signature)

(Title) DATE: _____

CERTIFIED BY ENGINEER/CONSULTANT:

(Signature) DATE: _____

(Firm Name)

PROJECT ACCEPTED BY USER DEPARTMENT

(Signature) DATE: _____

(Dept./Div.)

_____ Date of Final Walk-Through

_____ Date As-Built Received

_____ City As-Built Number

**City of Chandler
GENERAL CONDITIONS**

GENERAL CONDITIONS

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ARTICLE 1 - DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

- 1.1 Addenda: Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change, the bidding Documents or the Contract Documents.
- 1.2 Agreement: same as Contract.
- 1.3 Application for Payment: The form prepared by and acceptable to CITY which must be used by CONTRACTOR to request progress or final payments and which must include supporting documentation such as updated Construction Progress Schedule as required by the Contract Documents.
- 1.4 Architect: The person, firm or corporation, including their representatives, retained by CITY to design and engineer the project, to draft specifications, plans and perform other project design functions. The Architect will generally be referred to as the Project Designer in these General Conditions.
- 1.5 Change Order: A written order to CONTRACTOR signed by CITY and agreed to in writing by CONTRACTOR, authorizing an addition, deletion or revision in the Work and/or a change in the Contract Price or the Contract Times, issued on or after the Effective Date of the Contract. A Change Order is the only mechanism for adjusting the Contract Price or the Contract Time of the Contract.
- 1.6 CITY: The City of Chandler, OWNER of the project.
- 1.7 City Engineer: The person named as such by the City of Chandler.
- 1.8 CITY REPRESENTATIVE: The person or firm authorized by the CITY to represent it during the performance of the Work by the CONTRACTOR; who is CONTRACTOR'S point of contact for the CITY. The CITY REPRESENTATIVE is also known as and may sometimes be referred to as CITY REP, the Engineer, Resident Engineer, or the Onsite Resident Project Representative.
- 1.9 Construction Progress Schedule: Sometimes referred to as the Work Schedule, is the schedule prepared and submitted by CONTRACTOR which tracks the progress of the Work as more fully explained and defined herein.
- 1.10 Contract: The entire and integrated written agreement, including all the Contract Documents, between the CITY and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
- 1.11 Contract Documents: The Contract Documents are those documents listed in paragraph 3.1 herein.
- 1.12 Contract Price: The moneys payable by CITY to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Contract (subject to the provisions of Paragraph 1.41 in the case of Unit Price Work).
- 1.13 Contract Time: The number of days or the date stated in the Contract to: (i) achieve Substantial Completion; (ii) to complete the Work through any designated milestones; and (iii) to complete the Work so that it is ready for final payment as evidenced by the written recommendation of the CITY REP for final payment.

- 1.14 CONTRACTOR:** The person, firm or corporation with whom CITY has entered into the Contract. Whenever the Project is to be constructed under multiple direct contracts, the term "CONTRACTOR" shall mean the appropriate prime CONTRACTOR. Whenever a specific prime CONTRACTOR is referred to, terms such as "General CONTRACTOR", "Electrical CONTRACTOR", etc., will be used.
- 1.15 Day:** A calendar day of twenty-four hours measured from midnight to the next midnight.
- 1.16 Drawings:** That part of the Contract Documents prepared by the Project Designer which graphically shows the character, intent and scope of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.
- 1.17 Effective Date of the Contract:** The date indicated in the Contract on which it becomes effective, but if no such date is indicated, it means the date on which the Contract is signed and delivered by the last of the two parties to sign and deliver.
- 1.18 Engineer:** The person, firm or corporation, including their representatives, retained by CITY to design and engineer the project, to draft specifications, plans and perform other project design functions. The engineer will generally be referred to as the Project Designer in these General Conditions.
- 1.19 Field Order:** A written order issued by CITY REP which requires CONTRACTOR to perform minor changes in the Work, but which does not involve a change in the Contract Price or the Contract Times.
- 1.20 General Requirements:** Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.
- 1.21 MAG Standard Specifications:** The Uniform Standard Specifications for Public Works Construction sponsored and distributed by the Maricopa Association of Governments (MAG), latest edition in effect at the time of Bid Opening.
- 1.22 MAG Standard Details:** The Uniform Standard Details for Public Works Construction sponsored and distributed by the Maricopa Association of Governments (MAG), latest edition in effect at the time of the Bid Opening.
- 1.23 Milestone:** A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
- 1.24 Modifications:**
- a) A written amendment of the Contract Documents signed by both parties.
 - b) A Change Order.
 - c) A Field Order.
- A Modification may only be issued after the Effective Date of the Contract.
- 1.25 Notice of Award:** The written notice by CITY to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, CITY will sign the Contract.
- 1.26 Notice to Proceed:** A written notice given by CITY to CONTRACTOR fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform their obligations under the Contract Documents.

- 1.27 Plans:** Same as Drawings.
- 1.28 Project:** The total construction of which the Work to be provided under the Contract Documents may be the whole or a part as indicated elsewhere in the Contract Documents.
- 1.29 Project Designer:** The person, firm or corporation retained by CITY to design and engineer the project, to draft specifications, plans and perform other project design functions. References in the Contract Documents to the Project Designer, Architect, Design Engineer or Engineer, all generally mean the Project Designer.
- 1.30 RFI:** Request for Information. Document submitted by the general contractor to the CITY REP requesting additional information regarding project plans and specifications..
- 1.31 Samples:** Physical examples furnished by the CONTRACTOR to illustrate materials, equipment or workmanship, and to establish standards by which some portions of the Work will be judged.
- 1.32 Schedule of Values:** A list prepared by CONTRACTOR showing the Work divided into component parts including quantities and unit prices aggregating the Contract Price and showing the anticipated monthly progress payment amounts that will become due.
- 1.33 Shop Drawings:** All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distributor and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.
- 1.34 Special Provisions:** Same as Supplementary (Special) Conditions.
- 1.35 Specifications:** That part of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.
- 1.36 Subcontractor:** An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.
- 1.37 Substantial Completion:** The time at which the Work (or specified part thereof) has progressed to the point where, in the opinion of the CITY REP, the Work (or specified part thereof) is sufficiently complete, in accordance with Contract Documents, so that the Work (or specified part thereof) can be utilized for the purposes for which it was intended. The terms "beneficial occupancy"/ "beneficial use" are sometimes used for Substantial Completion.
- 1.38 Supplementary Conditions:** That part of the Contract Documents which amends or supplements these General Conditions sometimes referred to as Special Conditions.
- 1.39 Supplier:** A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.
- 1.40 Underground Facilities:** All underground pipelines, conduits, ducts, cables, fiber optic facilities, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

1.41 Unit Price Work: Work to be paid for on the basis of unit prices.

1.42 Warranty Period: One year from date of Final Acceptance (not Substantial Completion).

1.43 Work: The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents including any and all obligations, duties and responsibilities necessary to complete the construction assigned to, or undertaken by, the CONTRACTOR pursuant to the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

1.44 Work Change Directive: Sometimes referred to as a Construction Change Directive. A written order to CONTRACTOR issued on or after the Effective date of the Contract and signed by CITY, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive may not change the Contract Price or the Contract Times, but is evidence that if appropriate, the change ordered or documented by a Work Change Directive may be converted to a Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.45 Utility: Same as underground facility.

ARTICLE 2 - PRELIMINARY MATTERS

2.1 Delivery of Bonds, Insurance Certificates and Preliminary Schedule

- A. Within ten days of Notice of Award, CONTRACTOR shall execute the Contract and deliver it together with those items listed below to CITY.
- B. When CONTRACTOR delivers the executed Contract to CITY, CONTRACTOR shall also deliver to CITY such Bonds and certificates of insurance with endorsements (and other evidence of insurance requested by CITY) as CONTRACTOR may be required to furnish.
- C. As evidence of Workmen's Compensation Insurance, CONTRACTOR shall provide a letter of certification from the Industrial Commission of Arizona that the CONTRACTOR is insured by the State Compensation Fund or is an authorized self-insurer or a certificate of insurance issued by an insurance company authorized by the Insurance Department of Arizona to write Workmen's Compensation and Occupational Disease Insurance in the State of Arizona.

2.2 Copies of Documents

CITY shall furnish to CONTRACTOR up to five copies (unless otherwise provided in the Contract Documents) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

2.3 Commencement of Contract Time/Notice to Proceed

Notice to Proceed may be given at any time within sixty days after the Notice of Award. The Contract Times will commence to run on the date indicated in the Notice to Proceed.

2.4 Contractor Review of Contract Documents.

Before commencing any work, CONTRACTOR shall carefully study and compare all the Contract Documents, Plans and Specifications and shall check and verify pertinent figures therein and all applicable quantities to determine if there are any conflicts, errors, discrepancies or any other reasons why the project can or should not be constructed as shown therein. If CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, or between the Contract

Documents and the physical conditions at the site of the Work or in any survey, or any other reason why the project can or should not be constructed as shown, CONTRACTOR shall report it to CITY REP in writing at once and before proceeding with the Work. The CITY REP on receipt of any such notice, will promptly investigate the circumstances and give appropriate instructions to the CONTRACTOR or make appropriate modifications to the Contract Documents. In the event such conflicts, errors, discrepancies or other reasons why the project can or should not be constructed as shown on such Contract Document, are later found to exist which the CONTRACTOR should reasonably have learned from such study and CONTRACTOR failed to inform CITY REP, then CONTRACTOR shall bear all cost arising therefrom.

2.5 Starting the Project

Work shall start on the date set forth in the "Notice to Proceed" as the date upon which Contract Times commence to run and shall be pursued diligently in accordance with the Construction Progress Schedule found acceptable by CITY REP or an acceptable revision/update. The work shall be completed within the time set forth in the Contract and as modified by subsequent Change Orders. No Work shall be done at the site prior to the date on which the Contract Times commence to run.

2.6 Construction Progress Schedule

- A. Within ten (10) days of the date of execution of this Contract (unless otherwise specified in the Supplementary Conditions) CONTRACTOR shall submit to CITY REP for review for acceptability, a comprehensive Construction Progress Schedule in Critical Path Method (CPM) format, indicating the starting and completion dates of the various activities of the Work including any Milestones specified in the Contract Documents.
- 1) This Schedule shall contain a detailed representation of all activities for the project, both on-site construction and major procurement. All significant activities together with the resource loading requirements for each and all items appearing on the schedule of values or bid schedule for progress payments shall be shown on the Construction Progress Schedule or in attached reports to the Construction Progress Schedule.
 - 2) Dependencies between activities shall be indicated so that it may establish as to the effect the progress of any one activity would have on other activities and on the schedule.
 - 3) This schedule shall contain activities for submission, review and approval of all required submittals.
 - 4) An amount of time shall be established prior to the final completion date for "punch list and cleanup." No other activities shall be scheduled during this period. Punch list and cleanup must be shown on the Construction Progress Schedule and must be entirely completed prior to the expiration of the Contract Time.
 - 5) CITY has estimated an amount of time reasonably required to complete the Project and based the Contract Time on this estimation. In the event CONTRACTOR believes the Contract Time is too short, CONTRACTOR shall so advise CITY prior to submitting a bid on the project to allow CITY to reevaluate the Contract Time. CONTRACTOR'S Construction Progress Schedule shall not show a "CONTRACTOR contingency" or CONTRACTOR float" at the end of the construction contract time. Damage claims are prohibited and will not be paid to CONTRACTOR by CITY based on CONTRACTOR'S failure to meet an early completion date shown on CONTRACTOR'S submitted Construction Progress Schedule. (i.e., float within the Contract Time is owned by CITY and while it may be used by CONTRACTOR it may not be claimed to CITY'S detriment.)
 - 6) For all items of materials and equipment that are critical or which may require long lead times to acquire, the Construction Progress Schedule shall show dates for submission, review and approval of submittals, ordering and delivery.

- 7) Computer generated reports detailing the early/late start dates, early/late finish dates and dependencies shall be submitted by CONTRACTOR together with the CPM schedule.
- B. Within ten (10) days of receipt of CITY REP comments, CONTRACTOR shall make all required corrections, adjustments and additions to complete the Construction Progress Schedule and resubmit it to CITY REP for review.
- C. The Comprehensive Construction Progress Schedule will be acceptable to CITY REP if it is in CPM format and if it complies with the requirements set forth herein and provides a realistic and orderly progression of the Work to completion within any specified Milestones and Contract Times. Such Acceptance by CITY REP or any revision or correction made at the request of CITY REP, does not impose on CITY responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve CONTRACTOR from CONTRACTOR'S full responsibility therefor. Acceptance of CONTRACTOR'S Work Progress Schedule by CITY, does not constitute approval of the times listed thereon nor constitute any extension of the Contract Time.
- D. The Construction Progress Schedule shall be prepared by CONTRACTOR and the scheduling of Construction shall be the responsibility of the CONTRACTOR. The requirement for the Schedule is included to assure adequate planning and execution of the Work and to assist CITY REP in evaluating progress of the Work.
- E. The Construction Progress Schedule submitted and signed by CONTRACTOR, when found acceptable by CITY REP, becomes a part of the Contract Documents and CONTRACTOR may not change, modify or deviate from such schedule without the consent of CITY REP.
- F. If, at any time after CONTRACTOR'S Construction Progress Schedule has been found acceptable, CONTRACTOR desires to or it becomes necessary to make any changes to such schedule, CONTRACTOR shall submit such changes to CITY REP for review. CONTRACTOR shall revise and submit for review an updated schedule whenever it is demonstrated that the time for completion of the Project or for any of the Milestones shown on the Contract Documents, has changed by ten (10) or more days.
- G. An updated Construction Progress Schedule must also be submitted by CONTRACTOR with each pay application. The updates shall include all past performance history and actual dates activities started and finished from the beginning of the project; and (2) the City reserves the right to accept or reject each update and, if rejected, the Contractor must revise and/or correct the update and resubmit within 7 days of Contractor's receipt of City comments. Failure to comply with this requirement may be cause for rejection of Contractor's next monthly progress payment application, as provided for in 15.2.
- H. CONTRACTOR shall complete the Project in accordance with the Construction Progress Schedule as it may be adjusted from time to time as provided herein.

2.7 Other Submittals

- A. Within ten (10) days of the date of execution of this Contract (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to CITY REP for review and acceptance, a preliminary schedule of Shop Drawings submissions. Within ten (10) days after receipt of CITY REP'S comments, CONTRACTOR shall submit the corrected and completed schedule of Shop Drawings Submissions for approval. CONTRACTOR'S schedule of Shop Drawings and Sample submittals will be acceptable to CITY REP if it provides a workable arrangement for reviewing and processing the required submittals.

- B. Within ten (10) days of the date of execution of this Contract (unless otherwise specified in the Supplementary Conditions), CONTRACTOR shall submit to CITY REP for review and acceptance, a preliminary schedule of values of the Work, and the anticipated amount of each monthly progress payment that will become due CONTRACTOR in accordance therewith. The Schedule of Values shall include quantities and unit prices aggregating the Contract Price, and for lump sum items shall subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Within ten days after receipt of CITY REP's comments, CONTRACTOR shall submit the corrected and completed Schedule of Values of the Work. CONTRACTOR'S schedule of values will be acceptable to CITY REP if it complies with the requirements herein and if it provides a reasonable allocation of the Contract Price to component parts of the Work.
- C. No application for payment on the Project will be accepted and no payment will be made until CONTRACTOR has submitted an acceptable and complete Construction Progress Schedule, Schedule of Shop Drawing Submissions and Schedule of Values of the Work.

2.8 Pre-Construction Conference

Within sixty days after the Notice of Contract Award, and before CONTRACTOR starts the Work at the site, CITY will hold a Pre-Construction conference for discussion of the schedules referred to above, to establish lines of communication, procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, to establish a working understanding and communication system among the parties as to the Work, and coordination of work among the various utilities. CONTRACTOR, CONTRACTOR'S Resident Superintendent and CONTRACTOR'S designated safety officer shall attend this Pre-Construction conference which will also be attended by the Project Designer, CITY REP and representatives from any company whose facilities may be affected by the Project.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT AND REUSE

3.1 Contract Documents

- A. The Contract Documents establish the rights and obligations of the parties and include the Contract, Addenda (which pertain to the Contract Documents), CONTRACTOR'S Bid or Proposal (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Contract, the accepted Construction Progress Schedule, the Notice to Proceed, the Performance Bond, the Payment Bond, Project Design, Engineering and Specifications, these General Conditions, the Supplementary Conditions, Special Provisions, Specifications, Contract Drawings, as the same may be more specifically identified in the Contract, Change Orders, Work Change Directives, Field Orders and the written interpretations and clarifications of the Project Designer or CITY REP and Modifications issued after execution of the Contract. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text data, graphics, and the like that may be furnished by CITY to CONTRACTOR are not Contract Documents.
- B. The Contract Documents also include those parts of the Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction (MAG Standard Specifications and Details), which address matters not otherwise covered by or addressed in these General Conditions, the City Standard Specifications and Details, the Project Specifications or the Construction Contract and said MAG Standard Specifications and Details are incorporated herein only to the extent they do not conflict with or modify any of those documents named herein above in paragraph 3.1A.

3.2 Intent

- A. The Contract Documents comprise the entire Contract between CITY and CONTRACTOR concerning the Work. They may be altered only by a written Modification.
- B. The Contract Documents are complementary and intended to be interpreted as a whole; what is called for by one plan note, drawing detail, contract provision, etc., is as binding as if called for by all.
- C. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be provided by CONTRACTOR whether or not specifically called for at no additional cost to CITY.
- D. Clarifications and interpretations of the Contract Documents shall be issued by the Project Designer through the CITY REP.
- E. The Specifications may describe or the Drawings may show the general arrangement of an item of material or equipment when the actual details of said arrangement will vary with the source of the material or equipment. In such cases, CONTRACTOR shall bear all direct and indirect costs to accommodate the item of material or equipment furnished, whether the item of material or equipment is furnished by a manufacturer named in the Specifications or is furnished as an approved substitute "or equal" item of material or equipment.
- F. When words in the Specifications or on the Drawings, which have a well-known technical or trade meaning, are used to describe Work, materials or equipment, such words shall be interpreted in accordance with such meaning.

3.3 Reference Standards

- A. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
- B. The provisions of any such standard, specification, manual or code, or any instruction of a Supplier shall not change the duties or responsibilities of CITY, CONTRACTOR, Project Designer or CITY REP, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction assign to CITY, CONTRACTOR, Project Designer, or any of their agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.4 Reporting and Resolving Discrepancies

- A. If during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, or between the Contract Documents and any provision of any law or regulation applicable to the performance of the Work or of any standard, specification, manual or code, any survey, or of any instruction of any Supplier, CONTRACTOR shall report it to CITY REP in writing at once and before proceeding with the Work affected thereby (except in an emergency as required by paragraph 6.13). However, CONTRACTOR shall not be liable to CITY for failure to report any such conflict, error or discrepancy unless CONTRACTOR knew or should reasonably have known thereof. On receipt of any such

notice, CITY REP will promptly investigate the circumstances and give appropriate instructions to the CONTRACTOR. Until such instructions are given, any Work done by the CONTRACTOR after discovery of such conflict, error or discrepancy which is directly or indirectly affected by such conflict, error or discrepancy will be at CONTRACTOR'S own risk and CONTRACTOR shall bear all cost arising therefrom.

- B. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
- 1) the provisions of any standard, specification, manual, code or instruction (whether or not specially incorporated by reference in the Contract Documents); or
 - 2) the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation);
 - 3) provided, however, when any of the Contracts Documents incorporate by reference standards, specifications or other documents, the printed provisions contained in the Contract Documents take precedence over any provisions incorporated by reference.
- C. In a case of a discrepancy or conflict, the order in which the various contract documents shall govern is as follows from highest to lowest: Technical Specifications; Plans; Supplementary Conditions (sometimes referred to as Special Conditions); General Conditions; City of Chandler standard specifications and standard details.
- D. Figured dimensions on Drawings shall govern, but work not dimensioned shall be as directed. Work not particularly shown or specified shall be the same as similar parts that are shown or specified. Large scale details shall take precedence over smaller scale drawings as to shape and details of construction. Specifications shall govern as to materials and workmanship. The specification calling for higher quality material or workmanship shall prevail.

3.5 Re-Use of Documents

Neither CONTRACTOR nor any Subcontractor, manufacturer, fabricator, supplier or distributor shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of the Project Designer; and they shall not re-use any of them on extensions of the Project or any other project without written consent of CITY and the Project Designer and specific written verification or adaptation by the Project Designer.

ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

4.1 Availability of Lands

CITY shall furnish, as indicated in the Contract Documents the lands upon which the Work is to be performed, rights-of-way for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by CITY, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in CITY'S furnishing these lands or easements entitles CONTRACTOR to an extension of the Contract Time, CONTRACTOR may make a claim therefore as provided in Article 13. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment (marshalling yard).

4.2 Physical Conditions, Investigations and Reports

- A. CONTRACTOR is to protect all existing facilities during construction. Utility poles that may be affected by the construction activities shall be protected by the CONTRACTOR. CONTRACTOR shall notify the appropriate Utility Company or agency of any construction that may affect their facilities.
- B. The Supplementary Conditions identify any reports of investigations and tests of subsurface and latent physical conditions at the site, and any reports of conditions that otherwise may affect cost, progress or performance of the Work which have been utilized by Project Designer in preparation of the Drawings and Specifications. These reports are not intended to constitute any explicit or implicit representation as to the nature of the subsurface and latent physical conditions which may be encountered at the site or to constitute explicit or implicit representations as to any other matter contained in any report. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.

4.3 Differing Subsurface or Physical Conditions; Underground Facilities

4.3.1. Underground Facilities

- A. The existence and number of facilities as shown on the plans are estimated from information furnished by the particular utility. CONTRACTOR is responsible for field verification and location of all utilities prior to the start of construction. No field work shall be allowed to start until CONTRACTOR has arranged for and Blue Stake has located all affected utilities. In addition CONTRACTOR shall expose and physically locate all potentially conflicting utilities prior to construction. The actual locations of the utilities shall be compared to locations shown on the plans and any required changes in alignment and grade shall be made at the time of construction in consultation with CITY REP. It is generally recognized and CONTRACTOR should anticipate that information from Blue Stake or information from utility companies during project design, frequently fails to disclose all underground facilities. The fact that more utility lines or other underground facilities are located in the Project Site than shown on the Project Plans does not constitute an "unforeseen Condition" and such undisclosed underground facilities do not differ materially from the conditions which CONTRACTOR should expect. The provisions of Sections 105.4, 105.6, 107.11 and 109.8.1 of the MAG Uniform Standard Specifications for Public Works Construction apply and are incorporated herein by reference.
- B. The project requires considerable coordination with utility companies such as Arizona Public Service, Quest, Cox, SW Gas and Salt River Project. The provisions of Sections 105.4, 105.6, 107.11 and 109.8.1 of the MAG Uniform Standard Specifications for Public Works Construction strictly apply and no claims for delays due to utility work on the project will be allowed.
- C. Utilities damaged shall be repaired at the CONTRACTOR'S expense.

4.3.2 Unforeseen Conditions

The provisions of Section 104.2.2 of the MAG Uniform Standard Specifications for Public Works Construction strictly apply.

4.4 Reference Points

CITY shall provide engineering surveys to establish reference points for construction which in CITY'S judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of CITY. CONTRACTOR shall report to CITY REP whenever any reference point is lost

or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for replacement or relocation of such reference points by a licensed surveyor.

4.5 Hazardous Environmental Conditions

- A. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Document to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.
- B. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition. CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.13); and (iii) notify CITY and CITY REP (and promptly thereafter confirm such notice in writing.) CITY shall promptly consult with CITY REP concerning the necessity for CITY to retain a qualified expert to evaluate such condition or take corrective action, if any.
- C. CONTRACTOR shall be responsible for any and all civil or criminal penalties, fines, damages, or other charges imposed by any regulatory agency or court for sewage discharges that are in violation of applicable statutes and laws and that are a result, direct or indirect, of work performed under this Contract. CONTRACTOR shall also be responsible for reimbursement to CITY for administration, reporting, and tracking expenses required as a result of any spill event. In the event the regulatory agency or court imposes a probationary period, CONTRACTOR shall post bond for the probationary period to ensure that all such costs are reimbursed to CITY. This responsibility shall apply whether penalties are imposed directly on CONTRACTOR or any of its subcontractors, or the City of Chandler. CONTRACTOR shall defend and indemnify CITY against such penalties. Regulatory agencies may include, but are not limited to, the Arizona Department of Environmental Quality (ADEQ) and the United States Environmental Protection Agency (USEPA).

ARTICLE 5 – PERFORMANCE AND PAYMENT BONDS

- A. CONTRACTOR shall furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. With the performance and payment bonds CONTRACTOR shall provide a copy of the surety company's Certificate of Authority certified by the Arizona Department of Insurance. These Bonds shall remain in effect at least until one year after the date of final payment, except as otherwise provided by law. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by the Bidding Documents or Supplementary Conditions and be executed by such sureties as:
 - 1) Are licensed to conduct business in the State of Arizona and have an agent for service of process in Arizona, and
 - 2) Are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department, and
 - 3) Are acceptable to the City of Chandler.

All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

- B. If the surety on any Bond furnished by CONTRACTOR is declared a bankrupt or becomes insolvent, or CONTRACTOR'S right to do business is terminated in any state where any part of the Project is located, or it ceases to meet the requirements of paragraph A above, CONTRACTOR shall within five (5) days thereafter substitute another Bond and surety, both of which shall be acceptable to CITY.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.1 Supervision and Superintendence

- A. CONTRACTOR shall supervise, inspect and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be solely responsible for the negligence of others in the design or specification of a specific means, method, technique, sequence of procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.
- B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto, who shall not be replaced without written notice to CITY REP and the Project Designer except under extraordinary circumstances. The superintendent will be CONTRACTOR'S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR. At the Pre-construction Conference CONTRACTOR shall provide to CITY REP the name of the person assigned as CONTRACTOR'S resident superintendent and said resident superintendent shall attend the Pre-Construction Conference with CONTRACTOR.
- C. Whenever the resident superintendent is not present at a particular part of the Work where the CITY REP or Project Designer may desire to inform the CONTRACTOR relative to interpretation of the Drawings and Specifications or to disapproval or rejection of materials or Work performed, the CITY REP or Project Designer may provide such information in writing to the foreman or other worker in charge of the particular part of the Work in reference to which the information is given. Information so given shall be as binding as if given to the superintendent.
- D. CONTRACTOR shall be solely responsible for coordination of all of the Work. CONTRACTOR shall supervise, direct and cooperate fully with all Subcontractors, manufacturers, fabricators, suppliers, distributors, installers, testing agencies and all others whose services, materials or equipment are required to ensure completion of the Work within the Contract Time.
- E. CONTRACTOR shall also coordinate their Work with the work of others to assure compliance with schedules.
- F. CONTRACTOR shall attend and participate in all project coordination or progress meetings and report on the progress of all Work and compliance with schedules.

6.2 Labor, Materials and Equipment

- A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site.
- B. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all Work at the site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without CITY'S written consent given after prior written notice to CITY REP. If it shall become absolutely necessary to perform Work at night or on Saturdays, Sundays or legal holidays, the CITY REP shall be informed at least 24 hours in advance of the beginning of performance of such Work. Only such Work shall be done at night as can be done satisfactorily as determined by the CITY REP and in a first-class manner. Good lighting and all other necessary facilities for carrying out and inspecting the Work shall be provided and maintained at all points where such Work is being done. Further, unless such non-normal work hours are performed at CITY'S request or required by the Contract Documents, CONTRACTOR shall pay to CITY all additional costs incurred by CITY by reason of such non normal working hours. Expenses incurred by CITY for overtime compensation for City Staff, CITY REP and/or Project Designer and staff will be charged to CONTRACTOR at the rate of \$40.00 per hour for CITY on-site inspection staff and at actual cost plus ten percent administrative overhead for all others. Such costs may be deducted by CITY from any payments due to CONTRACTOR. Provided, however, if overtime work or work during other than normal hours is at the request of CITY and not due to CONTRACTOR delay, CITY will pay the cost of CITY overtime expenses.
- C. CONTRACTOR shall provide and assume full responsibility for services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the execution, testing, start-up, and completion of the Work.
- D. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of CITY. If required by CITY REP, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. When the quality of material or equipment is not specifically set forth in the Contract Documents, the best available quality of material or equipment available within a reasonable distance of the project shall be provided.
- E. All materials and equipment shall be stored, applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Contract Documents; but no provisions of any such instructions will be effective to impose on CITY or PROJECT DESIGNER responsibility for the means, methods, techniques, sequences or procedures of construction or for safety precautions incident thereto.
- F. CONTRACTOR shall maintain sufficient competent personnel, drafting equipment and supplies at their disposal for the purpose of preparing layout and coordination drawings. These drawings shall supplement the Contract Documents, and the work and Shop Drawings as necessary to correlate the work of various trades. Where such drawings are to be prepared by the mechanical, electrical, plumbing, or heating and ventilating Subcontractors, CONTRACTOR will ensure that each Subcontractor has the required personnel and facilities.

6.3 Substitutes and “Or-Equals”

Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular manufacturer, fabricator, supplier, distributor or specific professional/building certifications or standards, the specification or description is intended to establish the type, function, appearance and quality required. Unless the specification contains or is followed by words reading that no like, equivalent, or “or-equal” item or indicating that no substitution is permitted, other items of material or equipment or material or equipment of other manufacturers, fabricators, suppliers, distributors or certifications may be submitted to CITY REP for review as specified below.

- A. Requests for review of substitute items of material and equipment will not be accepted by CITY REP from anyone other than CONTRACTOR.
- B. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to CITY REP for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR'S timely achievement of final completion, whether or not acceptance of the substitute for use in the Work will require a change in the Drawings or Specifications to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain a statement that CONTRACTOR agrees to pay all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change.
- C. CITY REP may require CONTRACTOR to furnish at CONTRACTOR'S expense additional data about the proposed substitute. CITY REP will be allowed a reasonable time within which to evaluate the proposed substitute and to obtain a recommendation from the Project Designer. CITY REP will be the sole judge of acceptability and no substitute will be ordered or installed without CITY REP'S prior written acceptance.
- D. CITY REP may require CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any substitute.
- E. CITY REP will record time required by CITY REP, the Project Designer and CITY'S consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the Drawings or Specifications occasioned thereby. Whether or not CITY REP accepts a proposed substitute, CONTRACTOR shall reimburse CITY for the charges of CITY REP, the Project Designer and CITY'S consultants for evaluating any proposed substitute that does not meet the requirements of the Drawings and Specifications occasioned thereby. CITY may deduct any such charges from any payments due to CONTRACTOR.

6.4 Conformity with Contract Documents and Allowable Deviations

The Work shall conform to the lines, grades, dimensions, tolerances, and material and equipment requirements shown on the Drawings or set forth in the Specifications. Although measurement, sampling, and testing may be considered evidence as to such conformity, the CITY REP shall be the sole judge as to whether the Work or materials deviate from the Drawings and Specifications, and CITY REP's decision as to any allowable deviations therefrom shall be final.

6.5 Concerning Subcontractors

- A. CONTRACTOR shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom CITY or the Project Designer may have reasonable objection. A Subcontractor or other person or organization identified in writing to CITY and the Project Designer by CONTRACTOR prior to the Notice of Award and not objected to in writing by CITY or the Project Designer prior to the Notice of Award will be deemed acceptable to CITY and the Project Designer. If CITY or the Project Designer after due investigation has reasonable objection to any Subcontractor, other person or organization proposed by CONTRACTOR after the Notice of Award, CONTRACTOR shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate Change Order shall be issued. CONTRACTOR shall not be required to employ any SUBCONTRACTOR, other person or organization against whom CONTRACTOR has reasonable objection. Acceptance of any Subcontractor, other person or organization by CITY or the Project Designer shall not constitute a waiver of any right of CITY or the Project Designer to reject defective work.
- B. CONTRACTOR shall be fully responsible for all acts and omissions of their Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between CITY or the Project Designer and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of CITY to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. CITY may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR or amount of specific Work done.
- C. The Divisions and Sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.
- D. All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate Contract between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of CITY.

6.6 Patent Fees And Royalties

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of CITY or the Project Designer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by CITY in the Contract Documents. CONTRACTOR shall indemnify and hold harmless CITY and the Project Designer and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

6.7 Permits

- A. Unless otherwise specified in the Contract Documents, CITY will, upon appropriate cooperation from CONTRACTOR, obtain and provide to CONTRACTOR those permits issued by the City of Chandler. CONTRACTOR shall obtain all other construction permits and licenses. CONTRACTOR shall pay all other governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of bid opening. CONTRACTOR shall also pay all charges of utility service companies for connections to the Work, and CITY shall pay all charges of such companies for capital costs related thereto, such as plant investment fees and system development fees.
- B. Work in any public easement or right-of-way shall be done in accordance with the requirements of a permit issued by the public agency in whose easement or right-of-way the Work is located in addition to conforming to the Drawings and Specifications. If a permit is not required, the Work shall conform to the standards of the public agency involved in addition to conforming to the Drawings and Specifications.
- C. City of Chandler permits and permits from all applicable governing jurisdictions (i.e. Maricopa County and Arizona Department of Transportation) are required while performing work on City contracts. CONTRACTOR shall pay all permit fees as required by the other governing jurisdictions.
- D. Construction water and landfill fees will not be waived and must be paid for by the CONTRACTOR. The system development fees for water and sewer shall be paid for by the CITY unless shown in the itemized Bid Schedule.

6.8 Laws and Regulations, and Government Policies

- A. CONTRACTOR shall give all notices and comply with all laws, ordinances, standard details and specifications, rules and regulations applicable to the Work whether adopted by a City, State or Federal governmental agency.
- B. If CONTRACTOR observes that the Specifications or Drawings are at variance with applicable laws or regulations, CONTRACTOR shall give CITY REP prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such laws, ordinances, rules and regulations, and without such notice to CITY REP, CONTRACTOR shall bear all costs arising therefrom; however, it shall not be CONTRACTOR'S primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules and regulations.
- C. The CONTRACTOR shall comply with the Immigration Reform and Control Act of 1986 (IRCA). The CONTRACTOR understands and acknowledges the applicability of the IRCA activities. The CONTRACTOR agrees to comply with the IRCA while performing their work and to permit City inspection of CONTRACTOR personnel records to verify such compliance.
- D. The CONTRACTOR shall report immediately any discovery of archeological ruins or artifacts. Excavation must stop immediately so that the CITY can decide on the pertinent steps to follow such discovery.
- E. If the project is Federally or State funded, additional requirements are generally associated with the project implementation. CONTRACTOR'S attention is directed to the fact that the Contract may include those additional requirements.
- F. Spills of oil, gas, chemicals or any hazardous materials must be reported by the CONTRACTOR immediately. Approved mitigation measures shall be taken by the

CONTRACTOR as expediently as possible. Hazardous wastes shall not be discharged into the City's sanitary or storm sewer systems. See also § 4.5.

6.9 Taxes

- A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes in effect at the time of bid submittal and required to be paid by CONTRACTOR, in accordance with the law of the state of Arizona. When equipment, materials or supplies generally taxable to CONTRACTOR are eligible for a tax exemption due to the nature of the Project, CONTRACTOR shall assist CITY in applying for and obtaining such tax credits and exemptions which shall be paid or credited to CITY.
- B. CONTRACTOR shall obtain a current City of Chandler privilege tax license before Notice to Proceed is issued.

6.10 Use of Premises

- A. CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.
- B. CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the work or adjacent property to stresses or pressures that will endanger it.

6.11 Record Documents

- A. CONTRACTOR shall maintain one record copy of all Specifications, Drawings, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, written interpretations, and clarifications, in good order, in a safe place at the construction site and shall annotate them to show all changes made during the construction process. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings shall be available to CITY REP and the Project Designer for examination and/or reference. Upon completion of the Work, these record documents, Samples and Shop Drawings will be delivered to CITY REP for CITY.
- B. CONTRACTOR shall also maintain, revise and provide 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 reviewed and used as documentation for periodic progress payments, and upon project completion, for the preparation of "as built" file drawings by the Project Designer. All record "as built" information shall be submitted on 4 mil photo 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 CONTRACTOR, and certified to be complete by the Project Designer and/or CITY REP.

6.12 Safety and Protection

- A. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 1) All employees on the Work and other persons who may be affected thereby;
 - 2) All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and

- 3) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- B. CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property, utilities and other underground facilities when prosecution of the Work may affect them. CONTRACTOR shall cooperate with the owner in the protection, removal, relocation or replacement of such property. All damage, injury or loss to any property referred to in Paragraph A above, caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of CITY or anyone employed by CITY or anyone for whose acts it may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR). CONTRACTOR'S duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and CITY REP has issued a notice to CITY and CONTRACTOR in accordance with Paragraph 14.9 that the Work is acceptable.
 - C. CONTRACTOR shall designate in writing and submit at the Pre-construction Conference the name of a responsible member of their organization, the designated Safety at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR'S superintendent unless otherwise designated in writing by CONTRACTOR to CITY.
 - D. The right of CITY REP to conduct construction review or observation of the CONTRACTOR'S performance will not include review or observation of the adequacy of the CONTRACTOR'S safety measures in, on, or near the construction site.

6.13 Emergencies

In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from CITY REP, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give CITY REP prompt written notice of any significant changes in the Work or deviations from the Contract documents caused thereby.

6.14 Shop Drawings and Samples

- A. CONTRACTOR shall submit Shop Drawings to CITY REP for review and approval in accordance with the acceptable schedule of Shop Drawing and Sample submittals (see Paragraphs 2.6 & 2.7) and the procedures specified in the Contract Documents. All Shop Drawings shall have been checked by and stamped with the approval of CONTRACTOR, after checking and verifying all field measurements, and marked with identification as CITY REP may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable Project Designer to review the information as required.
- B. CONTRACTOR shall also submit Samples to CITY REP for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All Samples shall have been checked by and stamped with the approval of CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

- C. At the time of each submission, CONTRACTOR shall in writing call to the attention of CITY REP and Project Designer, all deviations that the Shop Drawings or Samples may have from the requirements of the Contract Documents.
- D. CITY REP will review and approve or when applicable cause the Project Designer to review and approve, with reasonable promptness, but in no case more than twenty one (21) days, Shop Drawings and Samples. Provided, however, such review and approval shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents, and shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make all corrections required by CITY REP and Project Designer and shall return the required number of corrected copies of Shop Drawings and resubmit new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by Project Designer or CITY REP on previous submittals. CONTRACTOR'S stamp of approval on any Shop Drawing or Sample shall constitute a representation to CITY and the Project Designer that CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data or assumes full responsibility for doing so, and that CONTRACTOR has reviewed or coordinated each Shop Drawing or Sample with the requirements of the Work and the Contract Documents.
- E. Where a Shop Drawing or Sample is required by the Specifications, no related Work shall be commenced until the submittal has been reviewed and approved by CITY REP and/or Project Designer.
- F. Review and approval of Shop Drawings or Samples by CITY REP and/or the Project Designer shall not relieve CONTRACTOR from responsibility for any deviations from the Contract Documents unless CONTRACTOR has in writing called attention to such deviation at the time of submission and CITY REP or PROJECT DESIGNER has given written concurrence and approval to the specific deviation, nor shall any concurrence and approval by CITY REP or Project Designer relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or Samples.

6.15 Continuing the Work

CONTRACTOR shall carry on the Work and maintain the progress schedule during all disputes or disagreements with CITY. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as CONTRACTOR and CITY may otherwise agree in writing.

6.16 Progress Schedule

- A. CONTRACTOR shall adhere to the Construction Progress Schedule established in accordance with Paragraph 2.6, as it may be adjusted from time to time as provided below.
- B. CONTRACTOR shall submit to CITY REP for acceptance (to the extent indicated in Paragraph 2.6) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the Progress Schedule then in effect and additionally will comply with any applicable provisions of the Contract Documents.
- C. Proposed adjustments to the Progress Schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment.

6.17 Errors or Discrepancies Noted by Contractor

It is the duty of CONTRACTOR to promptly notify CITY REP in writing of any design, materials, or specified method that CONTRACTOR believes may prove defective or insufficient. If CONTRACTOR knows or should have known that a defect or insufficiency exists in design, materials, or specified method and fails to promptly notify CITY REP in writing of this belief, the CONTRACTOR waives any right to assert that defect or insufficiency in design, materials, or specified method at any later date in any legal or equitable proceeding against the CITY or in any subsequent arbitration or settlement conference between the CITY and the CONTRACTOR. CITY REP, on receipt of any such notice, will promptly investigate the circumstances and give appropriate instructions to the CONTRACTOR.

6.18 Contractor's General Warranty and Guarantee

- A. CONTRACTOR warrants and guarantees to CITY that all Work will be in accordance with the Contract Documents and will not be defective.

CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by CITY REP, nor the issuance of a letter of Substantial Completion, nor any payment or issuance of a certificate by CITY to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by CITY, nor any act of acceptance by CITY nor any failure to do so, nor the issuance of a notice of acceptability by CITY REP pursuant to Section 15.9, nor any correction of defective Work by CITY shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents.

- C. All representations, warranties and guarantees made in the contract documents shall survive final payment and termination or completion of this Contract.

6.19 Reimbursement For Additional Project Designer Services

- A. The Work to be accomplished under these Contract Documents has been designed for CITY by a registered Professional Engineer and/or licensed Architect (Project Designer) retained by CITY for this purpose. It is understood that normal Construction Administration for the purpose of interpretation of the Contract Documents is provided by CITY. Should any services of the Project Designer be required to assist in the corrections of errors or omissions by CONTRACTOR, or services of the Project Designer be required because of changes in structure or equipment where CONTRACTOR has requested approval of substitute methods or material, or any other items detailed herein below, those services will be provided by the Project Designer at the standard hourly rates previously negotiated with CITY and shall be paid for by the CONTRACTOR.
- B. The Project Designer shall be reimbursed by CONTRACTOR for the Project Designer's additional services to the Project through no fault of CITY or the Project Designer including, but not limited to, the following conditions:
- 1) Additional site visits, investigations, inspections, design work and/or reports by the Project Designer which are required due to damages to existing facilities or completed work caused by the CONTRACTOR in his performance, CONTRACTOR'S negligence, or CONTRACTOR'S work which is rejected as defective or as failing to conform to the Contract Documents

- 3) Project Designer Construction Phase Services rendered on the project during the time the project remains incomplete after the Contract date of final completion will be charged to CONTRACTOR at a rate previously negotiated CITY.
 - 4) All retesting required due to the failure of CONTRACTOR'S work to meet the requirements of the Contract Documents shall be at CONTRACTOR'S expense. All standby and travel time by the CITY'S testing lab, the Project Designer or CITY'S REP due to CONTRACTOR'S inability to be prepared for testing at the agreed upon time shall be at the CONTRACTOR'S expense.
- C. City may withhold from any payment otherwise due to CONTRACTOR any amounts necessary to pay the Project Designer for such additional services as provided herein above.
- D. CONTRACTOR shall not be required to bear additional costs incurred by CITY due to errors by the Project Designer.

ARTICLE 7 COOPERATION WITH OTHERS:

7.1 Contractor Responsible to Resolve Conflicts

- A. The provisions of MAG Uniform Standard Specifications for Public Works Construction Sections 105.6, 105.6.1, 105.6.2, 107.11 and 109.8.1 strictly apply and shall be read together with Section 4.3.1 herein.
- B. It shall be the responsibility of CONTRACTOR to ascertain the need for bracing or shoring of utility poles during the construction of the Project and no additional compensation will be allowed for such bracing or shoring.
- C. In general, the contract will indicate various utility items, certain of which are to be relocated or adjusted by the utility owner and others, by the Contractor. Any work performed separate from this Contract by CONTRACTOR for any utility company, shall be paid for by the utility company and will not be a part of this Contract with CITY.

7.2 Notifications Requirement in the Event of Any Damage to or Dislocation of Underground Facilities

In the event of any damage to or dislocation of any underground facility, CONTRACTOR shall immediately notify the owner of such facility and shall not attempt to repair any facility, except those intended for the conveyance or storage of water and sewage. The excavation shall be left open until the arrival of representatives of the owner. The owner of the damaged facility will dispatch its representative promptly to examine the underground facility and, if necessary, make repairs.

7.3 Cooperation Between Contractors

CITY reserves the right at any time to contract for and perform other or additional work on or near the work covered by the contract. When separate contracts are let within the limits of any one project, each CONTRACTOR shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed by City. Each Contractor involved shall assume all liability, financial or otherwise, in connection with his contract and shall protect and save harmless the CITY from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by such Contractor because of the presence and operations of other Contractors working within the limits of the same project. Each Contractor shall arrange their work and shall place and dispose of the materials being used so as not to interfere with the operations of the other Contractors within the limits of the same project. Each Contractor shall join their work with that of others in an acceptable manner and shall perform it in proper sequence to that of the others. CITY will not honor any claim for extra compensation due

to delays, extra work, or extension of time caused by any other Contractors working within the limits of the same project.

ARTICLE 8 - STATUS OF CITY'S REP AND THE PROJECT DESIGNER DURING CONSTRUCTION

8.1 City's Representative

- A. The term CITY'S REPRESENTATIVE (CITY REP) refers to the person or firm appointed by CITY to be on the project site daily to oversee the construction on the CITY'S behalf. CITY REP performs those functions of the person sometimes referred to as the "owner's representative," "resident engineer," "resident project representative," "onsite construction manager," or the "construction administrator." Sometimes the CITY REP will be a City employee, sometimes the CITY REP will be the same person or firm that designed the project, i.e., the Project Designer, and sometimes a different architect or engineer, but in any case, the CITY REP will represent the CITY and has only the authority granted by CITY, whether through an employment relationship or through a contract for professional services.
- B. CITY may also appoint one person or firm to be CITY REP for certain phases or portions of the Project and another different person or firm to be CITY REP for other phases or portions of the Project. Frequently the CITY REP for that portion of a Project known as the "offsite improvements" will be a City Offsite Inspector.
- C. The CITY REP may appoint persons to assist in observing the performance of the Work, and in the performance of the duties of CITY REP but in such case prior permission of CITY must be obtained and CITY shall provide written notice to CONTRACTOR. An assistant to the CITY REP may sometimes be referred to as the Owner's Field or Onsite Representative.
- D. The duties and responsibilities and the limitations of authority of CITY REP during construction are set forth in the Contract Documents. Generally, unless otherwise specifically stated in the Contract Documents the CITY REP may perform the following functions:
 - 1) Observe the performance of the Work, inform CITY of the progress of the Work and endeavor to guard CITY against defects and deficiencies in the Work.
 - 2) Arrange, schedule and attend pre-construction conferences, progress meetings and other job conferences as may be required, and notify in advance those who are expected to attend. Prepare and circulate minutes of project meetings including coordination meetings.
 - 3) Review the CONTRACTOR'S Progress Schedules, schedule of Shop Drawings, and other schedules prepared by the CONTRACTOR and determine their acceptability.
 - 4) Review Contractor's initial cost breakdown with Schedule of Values and/or Bid Schedule Unit Price List and with concurrence from the Project Designer recommend approval.
 - 5) Assist CITY in acquiring materials testing laboratory and inspection services.
 - 6) Receive and record the date of receipt, and monitor transmission of Shop Drawings, samples, and test data submitted by the CONTRACTOR, forward the Shop Drawings and other submittals requiring such review to the Project Designer and/or other agencies or persons, receive from the Project Designer such submittals after review and record the date of such receipt, and transmit them back to CONTRACTOR as necessary. All such transmittal dates shall be recorded in the Submittal log.

- 7) Provide "on-site" observation regarding conformance of the work with the contract documents. Observe and document work and any delays and identify and reject defective or deficient work. Observe and approve or reject construction materials and equipment to determine their general compliance with the Contract Documents.
- 8) Advise the Project Designer when it is believed Work should be corrected, rejected, uncovered for observations, or requires special tests or inspections.
- 9) Arrange for CITY instigated inspections and tests (CONTRACTOR shall arrange for general inspections and materials testing.) Verify that tests, equipment and system start-up and operating and maintenance instructions are followed and conducted by the CONTRACTOR in the presence of the appropriate personnel, as required by the Contract Documents, and that the CONTRACTOR maintains adequate records thereof.
- 10) Observe, record, and report to CITY and the Project Designer, information concerning CITY instigated test procedures and start-ups.
- 11) Schedule, assist and accompany other City staff, the Project Designer and inspectors representing other agencies having jurisdiction over the Project, visiting the Work Site and record and report the outcome of these inspections.
- 12) Prepare progress reports.
- 13) Issue Field Orders.
- 14) Issue Work Change Directives.
- 15) Prepare all Change Orders and supplemental agreements in the form and manner approved by the CITY, for authorized alterations to the Work as provided for under the Contract Documents. Recommend to and obtain from CITY approval or denial of Changes to Contract Times or Price.
- 16) Verify and approve quantities of work put in place during the preceding month as requested in Contractor's application for payment.
- 17) Verify Contractor reimbursable field costs, if any, for authorized overtime and time and material work and amount of construction "work in place" completed each month for purpose of Contractor's application for payment.
- 18) Investigate and furnish to CITY and the Project Designer information relating to the CONTRACTOR'S claims and furnish CITY with documents, calculations and other information relevant to such claims together with recommendations with regard to payment of such claims.
- 19) Furnish CITY and the Project Designer with monthly reports as required, of the progress of the Work and of the CONTRACTOR'S compliance with the approved Progress Schedule, schedule of Shop Drawing submissions and other schedules.
- 20) Review the CONTRACTOR'S Application for Payment and certify that the Work has progressed to the point indicated by the CONTRACTOR, that to the best of the knowledge, information and belief of CITY REP, based on observations and review, the Work is in accordance with the Contract Documents, and that the CONTRACTOR is entitled to the payment of the amount certified.
- 21) Respond to general RFI's for general clarification and interpretation and consult, when appropriate with Project Designer or refer RFI to Project Designer for response.

- 22) Review the Project Designer's interpretation of the Contract Documents for subsequent presentation to Contractor and resolve unanticipated field problems by "on-site" inspections.
- 23) Maintain orderly files for correspondence, reports or job conferences, Shop Drawing and sample submissions, reproductions of original Contract Documents including Addenda, authorized alterations to the Contract Documents, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarification letters, and other alterations to the Contract Documents, interpretations of the Contract Documents, progress reports, and other Project related documents.
- 24) Review Contractor's completion documents.
- 25) Prepare, with assistance from the Project Designer, punch list items.
- 26) Recommend to CITY substantial completion.
- 27) Perform Final Inspection with assistance from the Project Designer.
- 28) Recommend, with concurrence of the Project Designer, to CITY Final Completion.
- 29) Issue certificates of completion.

8.2 The Project Designer

The duties and responsibilities and the limitations of authority of the Project Designer during construction are set forth in the Contract Documents and shall not be extended without written consent of CITY and the Project Designer. Generally, unless otherwise specifically provided in the Contract Documents, the Project Designer will perform the following functions:

- A. Design the Project and prepare all Projects Plans and Specifications.
- B. Assist in Bidding, respond to pre-bid questions and requests for clarifications.
- C. Attend Pre-bid Conference.
- D. Issue any necessary Addenda.
- E. Respond to RFI's and as determined necessary by CITY REP, issue such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.
- F. Correct Design defects.
- G. Review and approve Shop Drawings
- H. Review Contractor's initial schedule of values cost breakdown and with concurrence from CITY REP recommend approval.
- I. Review Construction Progress Schedule and comment on acceptability.
- J. Provide advice when requested regarding approval or denial of Changes to Contract Times or Price.

- K. In the event of a claim or dispute by CONTRACTOR, interpret the requirements of the Contract Documents and judge the acceptability of the Work thereunder.
- L. Assist CITY REP to prepare punch list items.
- M. Assist CITY REP with Final inspection.
- N. Recommend, with concurrence of CITY REP, to CITY Final Completion.

8.3 Contractor's Contact For All Communication

All communication to CITY or to the Project Designer from CONTRACTOR shall be through CITY REP.

8.4 Rejecting Defective Work

Both CITY REP and the Project Designer have authority to disapprove or reject Work which they determine to be defective, and also have authority to require special inspection or testing of the Work as provided in Article 13, whether or not the Work is fabricated, installed or completed. Final authority regarding acceptance of Work rests with CITY, who will act after receiving the recommendations of CITY REP and the Project Designer.

8.5 Limitations on Responsibilities of the Project Designer and/or CITY REP

- A. Neither authority to act granted under this Article or elsewhere in the Contract Documents nor any decision made by CITY REP or the Project Designer in good faith, either to exercise or not exercise such authority, shall give rise to any duty or responsibility of CITY to CONTRACTOR, any Subcontractor, any manufacturer, fabricator, supplier or distributor or any of their agents or employees or any other person performing any of the Work.
- B. Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of CITY REP or the Project Designer as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The word "provide" shall be understood to mean furnish and install. The use of any such term or adjective never indicates that either the Project Designer or CITY REP shall have authority to supervise or direct performance of the Work or authority to undertake responsibility contrary to the provisions of Paragraphs C and D below.
- C. Neither CITY REP nor the Project Designer will be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and they will not be responsible for CONTRACTOR'S failure to perform the Work in accordance with the Contract documents.
- D. Neither CITY REP nor the Project Designer will be responsible for the acts or omissions of CONTRACTOR or of any Subcontractors, or of the agents or employees of any CONTRACTOR or Subcontractor, or of any other person at the site or otherwise performing any of the Work.

ARTICLE 9 – CONDITIONS OF THE SITE

9.1 Dust Control

- A. CONTRACTOR shall keep suitable equipment on hand at the job site for maintaining dust control on the project and shall employ appropriate equipment for that purpose, in accordance with the requirements of the "Maricopa County Environmental Services Department Air Pollution Control Regulations".
- B. CONTRACTOR, especially if earth-moving operations are involved, shall be responsible for obtaining an Air Quality Permit from Maricopa County prior to starting the work. County permit fees shall be paid for by the CONTRACTOR.

9.2 Clean Up

- A. CONTRACTOR is responsible for keeping the sidewalks, streets, alleys, and adjacent areas around the Project site free from debris, obstacles, mud, dirt, etc. CONTRACTOR shall immediately and continuously clean up any and all mud or dirt tracked onto streets or sidewalks by construction traffic.
- B. During progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. Failure of the CONTRACTOR to comply with the CITY REP cleanup orders may result in an order to suspend Work until the condition is corrected. No additional compensation or time will be allowed as a result of such suspension.
- C. Excess or unsuitable material, broken asphaltic concrete, and broken portland cement concrete resulting from the construction shall be removed from the project and disposed of by the CONTRACTOR. Disposal of material within the Chandler City Limits or Planning Area must be approved by the CITY REP.
- D. Construction silt, mud, and/or debris resulting from construction operation shall be prevented by the CONTRACTOR from being discharged into City storm drains, retention basins or street right-of-way.
- E. Earthwork stockpiles are not to exceed 6 feet in height. Any earthwork stockpile, even less than 6 feet, must be removed within seven days of City notification if dust suppression efforts fail to maintain satisfactory airborne contaminant control.
- F. At the completion of the Work, CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises, as well as all tools, appliances, construction equipment and machinery, temporary construction facilities and surplus materials, and shall leave the site clean and ready for occupancy by CITY. CONTRACTOR shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents. CONTRACTOR shall also leave the public right-of-way, all streets, sidewalks, utility easements and any affected private property in a neat and clean condition with all damages including landscaping repaired and restored.
- G. If CONTRACTOR is instructed by CITY REP to perform project clean up or street sweeping operations and fails to do so to CITY's satisfaction within two working days, CITY may procure project clean up services and/or commercial street sweeping services and charge such costs including City administrative time to CONTRACTOR.

9.3 Repair of landscaped areas and Re-Seeding of Seeded Areas

Any seeded area that has been damaged as a result of construction shall be leveled, raked and re-seeded or re-sodded by the CONTRACTOR at CONTRACTOR'S expense.

9.4 Traffic Control

Traffic Control shall be provided as required by the City of Chandler Traffic Barricade Design, Technical Design Manual #7. Any restriction to streets, sidewalks and alleys requires either a Street Closure Permit or permission to close or restrict from the City in accordance with said Technical Design Manual #7.

9.5 Property, Rights in Materials

- A. Nothing in the Contract shall be construed as vesting in the CONTRACTOR any right of property in the materials used after they have been attached or affixed to the Work or the soil, or after payment has been made for materials delivered to the site of the Work, or stored subject to or under the control of the CITY. All such materials shall become the property of the CITY upon being so attached or affixed or upon payment for materials delivered to the site of the Work or stored subject to or under the control of the CITY.
- B. Soil, stone, gravel, and other materials found at the site of the Work and which conform to the Drawings and Specifications for incorporation into the Work may be used in the Work. No other use shall be made of such materials except as may be otherwise described in the Drawings and Specifications.

9.6 Access

Access shall be maintained to adjacent properties 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.

9.7 Notification of Property Owners

All property owners that may be affected by the proposed construction activities shall be notified of the scope, duration of the construction activities and possible interference with their day-to-day activities by CONTRACTOR prior to start of construction. In addition, individual residential or commercial interferences, such as driveway restrictions, water outages, and all other work adjacent to residence/business, require 48-hour notification in advance of specific adjoining work. Notification may be through door hangers or other procedures approved by the CITY.

9.8 Construction Signs

- A. It shall be the responsibility of CONTRACTOR to furnish and erect construction signs in accordance with Project Specifications. The signs shall be professionally prepared and subject to approval by the CITY REP, shall be maintained by CONTRACTOR for the duration of the project and shall be removed by CONTRACTOR during the final project clean up.
- B. The number of signs required, the size, shape, installation requirements and information to be included for construction signs is established on the detail sheet, provided, however, signs will be a minimum of 4 foot by 8 foot and will be installed so that the bottom of the sign is at least 4 foot above grade. No direct payment will be made for furnishing and erecting construction signs. The cost thereof shall be included in other items for which direct payment is made. Sign locations shall be determined by CITY REP.
- C. All required construction signs shall be installed by CONTRACTOR within seven days of Notice to Proceed.

9.9 Water for Construction Purposes

- A. If CONTRACTOR desires to use water from City mains, CONTRACTOR shall make application to the City Finance Department for a fire hydrant meter and pay the required deposit. CONTRACTOR may not take water from City mains until a meter is installed.

Contractor shall pay for such water as billed by the City Utility Department. City will not directly reimburse Contractor for such construction water costs as Contractor's cost should have been included in other unit or lump sum bid prices..

- B. For conservation reasons, water flooding of trenches for backfilling purposes using potable water is discouraged.

9.10 Relocation of Existing Water Meters

When a service line has been extended and a line setter installed in a meter box, City forces will re-install meter. No compression fittings shall be utilized.

9.11 Water Turn-On or Turn-Off

- A. CONTRACTOR shall coordinate all water line turn-ons and turn-offs through the CITY REP. Application shall be made to the Municipal Utility Department and CONTRACTOR shall pay the established charges. The City will close existing valves, but will not guarantee a bone-dry Shutdown.
- B. CONTRACTOR shall notify all customers affected by the turn-off not less than forty-eight (48) hours in advance. Notification shall be in writing, shall give the reason for the turn-off and shall give the estimated time and duration that water service will be interrupted. CONTRACTOR is also notified that water turn-off will not be permitted on the day before and after Thanksgiving Day and Christmas Day.
- C. No direct payment will be made to CONTRACTOR for turn-ons or turn-offs. Costs associated therewith shall be included in other items for which direct payment is made.

ARTICLE 10 – CONSTRUCTION PHOTOGRAPHS

10.1 Pre-construction Video

The CONTRACTOR shall furnish a pre-construction video recording of the entire project site showing the existing conditions of all pavement, concrete, piping, equipment, structures, landscaping, building, and other site features. The pre-construction video shall be in color VHS format. Two (2) copies of the VHS tape(s) shall be submitted to the CITY REP and approved prior to mobilization or initiating any construction activities. The CONTRACTOR shall notify the CITY REP at least 48 hours prior to making the recording so that the CITY REP may accompany the recorder.

10.2 Ground Level Construction Photographs

- A. The CONTRACTOR shall furnish progress photographs of the project. The photographer selected by the CONTRACTOR shall be approved by the CITY REP and shall be either a commercial photographer or an individual experienced and equipped for such photography. The CONTRACTOR shall submit to the CITY REP three (3) representative prints of photos taken by the selected photographer for approval of the photographer's qualifications prior to taking the first photographs.
- B. The CONTRACTOR shall deliver to the CITY REP all negatives and three 4" x 6" color glossy prints of each view of the photographs taking during that period with each application for payment. If the current photographs do not accompany the application, the application shall not be reviewed and shall be returned to the CONTRACTOR as incomplete. The number of photographs required to be taken per each application for payment shall be specified in the Supplementary Conditions for each Project but shall not be less than ten (10) photographs.
- C. Processing and reproduction work shall be accomplished in accordance with standard practice to ensure that the negatives and subsequent prints are clear and sharp in detail, of

good tonal quality and uniform in range of density. Photos shall be taken by a 35 mm camera or a 2-1/4" x 2-1/4" format camera and shall be protected in appropriate professional enclosures. The photographs shall be taken at regular intervals which provide a step-by-step progress of each Project area.

- D. The negatives and photographs shall be identified by use of typewritten labels affixed to the negative enclosure and to the back of the photograph. The label shall provide a description of the view, the direction from which the photograph was taken, the name of the project, CITY'S project number, the name of CONTRACTOR and the date of the photography. The stationing shall also be included for all pipeline installations.
- E. CONTRACTOR shall furnish adjustable, hard-back photo album covers for each set for storage of the mounted photos. Photo albums shall be labeled as to Project title.

10.3 Aerial Construction Photographs

- A. Unless otherwise specified in the Supplementary Conditions, CONTRACTOR shall engage a professional aerial photographer to photograph the site prior to construction mobilization, at three-month intervals during construction, and following final inspection. The photos shall be taken from two elevations, 1:6400 and 1:3600. The 1:6400 shall center the Project in one 9-inch image. The 1:3600 shall center the Project in two 9-inch images. The 9" square negatives and the following prints shall be provided:

Interval	Prints	Total Prints
3 month intervals	3 of 9"x9" @ 1:6400	9 – 9" x 9"
	3 of each 9"x8" overlapping image @ 1:3600	Every 3 months

- B. The pilot must be well qualified, possessing a minimum of 250 hours of photographic map flying experience. The photographer shall possess a minimum of 250 hours of experience representing actual time spent in executing vertical aerial photography on photographic assignments. Oblique photography is also considered as qualifying experience.
- C. The airplane to be used shall be entirely capable of stable performance at the necessary altitude and air speeds, and shall be equipped with all essential navigational and photographic instruments and accessories, and all maintained in operational condition during the period of the contract. No windows shall be interposed between the camera lens system and the terrain. The camera lens system shall not be in the direct path of any gases or oil from the aircraft engines.
- D. All photography shall be made with a single lens precision aerial mapping camera equipped with a "high-resolution, distortion-free type lens," calibrated by the National Bureau of Standards. The calibrated focal length of the lens (the focal length at which the values of lens distortion, irrespective of sign, are held to the minimum within 45 degrees of the optical axis) shall be 153 millimeters, plus or minus 3 millimeters. The camera shall function properly at the necessary altitude and under the expected climatic conditions, and shall expose a 9-inch square negative. The lens-cone shall be so constructed that the lens, focal plane at calibrated focal length, fiducial markers and marginal data markers comprise an integral unit or are otherwise fixed in rigid orientation with one another. Dimensional changes brought about by variations of temperature or other conditions shall not be of such magnitude as would cause deviation from the calibrated focal length in excess of plus or minus 0.05 millimeter or would preclude determination of the principal point location to which plus or minus 0.003 millimeter.

- E. All prints shall be made on double weight, semi-matte paper stock. They shall be sharp and clear, shall contain all highlight and shadow detail, and shall be evenly tone. They shall be permanently fixed, thoroughly washed, processed through flattening solution and dried without pressing, rolling, or excessive heating and trimmed to image area.
- F. Aerial film will be of a quality that is equal or superior to 4 mil Kodak Aerocolor Negative film 2445 (Ester Base). Only fresh, fine-grained aerial film shall be used. The negatives shall be exposed and developed in such a manner that they shall be sharp and clear, and contain all highlights and shadow detail. They shall be free of any defects which, in the opinion of the CITY REP, render them unsuitable for their intended purpose.
- G. Negatives and 9"x9" prints shall be enclosed in plastic enclosures and labeled by use of typewritten labels affixed to the negative enclosure and to the back of the print. The label shall include the name of the Project, CITY'S Project number, the name of CONTRACTOR and the date of the photography. Labels shall also be affixed to the larger prints.
- H. CONTRACTOR shall furnish adjustable, hard-back photo album covers for each set of 9"x9" prints for storage. Photo albums shall be labeled as to Project title, CITY'S index number, and of CONTRACTOR.

10.4 Procedures

- A. Photographic exposures shall be taken during the construction period. CITY REP may vary the specified frequency so that significant progress or changes can be recorded on the photographs.
- B. The ground level construction photographs shall be of aesthetic composition and shall depict the progress of the work from the beginning of construction through and including the finished product.
- C. All buried piping of greater than four (4) inches in diameter shall be photographed prior to backfill. CITY REP will establish when increased photograph frequency is required, but in no case shall photographs represent sections of new piping installations greater in length than 200 linear feet.

ARTICLE 11 - CHANGES IN THE WORK

11.1 Field Orders

CITY REP may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Times, which are consistent with the overall intent of the Contract Documents. These may be accomplished by a written Field Order on the standard form approved by CITY and executed by CITY REP. Such Field Orders shall be binding on CITY, and also on CONTRACTOR who shall perform the change promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefor as provided in Article 12 or Article 13.

11.2 Change Order at City's Request

Without invalidating the Contract, CITY may, at any time or from time to time, order additions, deletions or revisions in the Work. If such addition, deletion or revision will cause a change in the Contract Price or Contract Times, (including to any Milestones), CITY REP using a standard form approved by CITY, will submit a Request for Proposal to CONTRACTOR requesting CONTRACTOR to respond within five (5) days by providing, in writing on the standard form approved by CITY to CITY REP, CONTRACTOR'S proposed time and price changes. Such Proposal shall contain a detailed cost breakdown substantiating all proposed charges and an

explanation for any requested extension to the Contract Times and will also contain the number of days for which the proposal will remain valid.

- A. If CITY agrees to the proposal submitted by CONTRACTOR, CITY REP shall, within the time specified in the proposal, obtain the authorized signature of CITY on a Change Order using the standard form approved by CITY and return the executed Change Order to CONTRACTOR for signature by CONTRACTOR.
- B. If CITY and CONTRACTOR cannot agree on the changes to the Contract Price and/or Contract Times warranted by the proposed Change Order, CITY may perform any additional work itself, may contract with others to perform any additional work, may order CONTRACTOR to comply with the change to the work and determine the Change in Contract Price in accordance with Article 12 herein, or may determine not to proceed with the proposed Change Order. In such case, where the parties are unable to agree, and CITY desires CONTRACTOR to perform the Change, CITY will issue a Work Change Directive (Change Order executed only by CITY), but noting the appropriate method to determine Contract Price changes, i.e., unit prices, and cost of work based on time and materials as set forth in Article 12, or through alternate dispute resolution pursuant to Article 17 herein. If CONTRACTOR disputes or disagrees with the method noted by CITY and/or if the method selected is through dispute resolution, CONTRACTOR should submit written notice of such dispute to CITY REP within two (2) days of receipt of the Change Order executed by CITY.
- C. Upon receipt of the executed Change Order or Work Change Directive, CONTRACTOR shall proceed with the change to the Work involved. All such Work shall be performed under the applicable conditions of the Contract Documents.

11.3 No Payment Without Written Authorization

Additional Work performed without authorization of a written executed Change Order or a written executed Field Order will not entitle CONTRACTOR to an increase in the Contract Price or an extension of the Contract Time, except as otherwise specifically provided herein.

11.4 No Change Order for Adjusted Quantities

CONTRACTOR is responsible for performing its own independent quantity takeoffs during the bid process. Actual field measured quantities and/or quantities verified by registered land surveyor stamped calculations upon request from the City will be paid to the contractor at the unit rates established in the bid schedule. No adjustment in unit prices will be made for quantities actually used that differs from that shown in the bid proposal. Sections 109.4.1, 109.4.2, and 109.4.3 of "MAG Uniform Standard specifications for Public Works Construction," as revised in the version adopted in the Chandler City Code, do not apply to this contract.

11.5 Notice on Bond

If notice of any changes affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the surety, it will be CONTRACTOR'S responsibility to notify the surety, and the amount of each applicable Bond shall be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustment to CITY.

ARTICLE 12 - CHANGE OF CONTRACT PRICE

The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work.

12.1 Written Document Required to Change

The Contract Price may only be changed by a written Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to CITY REP within two (2) days of

the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered as soon as CONTRACTOR can determine the cost but no later than within fifteen (15) days of completion of any additional work required due to such occurrence unless CITY REP allows an additional period of time to ascertain accurate cost data. However, MAG Standard Specifications Section 104.2.2 C) shall be strictly applied.

12.2 Value of Work

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the ways listed herein:

- A. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the units involved.
- B. By mutual written agreement to a lump sum amount, CONTRACTOR shall furnish an itemized cost breakdown together with supporting data including the quantities used in computing the lump sum.
- C. On the basis of the Cost of the Work (determined as provided in Paragraph 12.4) plus a Contractor's Fee for overhead and profit (determined as provided in Paragraph 12.5).
- D. Through the use of the alternate dispute resolution process set forth in Article 17 herein.

12.3 Work Verification

- A. Whenever the cost of any Work is to be determined pursuant to Paragraph 12.4.A and 12.4.B, CONTRACTOR will submit in a form acceptable to CITY REP, daily work sheets showing an itemized labor, material and equipment cost breakdown together with supporting data. No payment will be made for Work not verified by CITY REP.
- B. Whenever it is necessary to determine the Cost of the Work because CITY and CONTRACTOR do not agree on an appropriate price for a change in the Work, CITY will incur additional costs to document the time, materials and equipment performed or used at the Site for such Work. CONTRACTOR shall reimburse CITY for all such additional costs to CITY in the event such documenting of time, materials and equipment charges result in a price equal to or less than the amount offered by CITY to CONTRACTOR for such work. CITY'S additional costs will include but not be limited to the cost to CITY for additional time of CITY REP and/or assistants to document CONTRACTOR'S time and materials.

12.4 Cost of the Work

- A. The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by CITY, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Paragraph 12.4.B.
 - 1) Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by CITY and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays shall be included in the above only to the extent authorized in writing by CITY.

- 2) Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless CITY deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to CITY. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to CITY, and CONTRACTOR shall make provisions so that they may be obtained.
- 3) Payment made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by CITY, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to CITY who will then determine which bids will be accepted. If a Subcontractor provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR'S Cost of the Work except as modified herein. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.
- 4) Costs of special consultants (including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work.
- 5) Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, and which are consumed in the performance of the Work, and cost less market value of each item used, but not consumed, which remain the property of CONTRACTOR.
 - c. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by CITY, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof -- all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work. The "Rental Rate Blue Book for Construction Equipment" published by Primedia Information, Inc., (Dataquest Blue Book) shall be used to determine hourly equipment rates (without operators) for Actual Cost Work (MAG 109.5.1 modification) in accordance with the following formula:

$$\text{HERR} = f \times [(\text{Monthly Rate}) / 176] + \text{HOC},$$

Where:

Monthly rate = Blue Book Monthly Rate, Adjusted with Factor for Blue Book Equipment Year of Manufacture

HERR = The Hourly Equipment Rental Rate

F = Regional Climate Adjustment Factor = 0.9 (for all Equipment)

HOC = Blue Book Hourly Operating Cost

Overhead and profit are included in the above established equipment hourly rate that CITY will be compensating CONTRACTOR for actual cost work. Equipment hours will be recorded to the nearest one-half hour.

Standby equipment time for equipment not operating to perform change order work and when equipment cannot be used elsewhere for other contract work shall be calculated as follows:

$$\text{SBR} = F \times (\text{MERR}/176) \times \frac{1}{2},$$

Where

SBR = Standby Equipment Rate

F = Regional Climate Adjustment Factor = 0.9 (For All Equipment)

MERR = Blue Book Monthly Equipment Rental Rate, Adjusted With Factor for Blue Book Equipment Year of Manufacture

Overhead and profit are included in the above established equipment hourly rate that the City will be compensating the contractor for actual cost work. Equipment hours will be recorded to the nearest one-half hour.

When double or triple shifting is required, the following equipment rates shall apply:

Double Shift (16 Hours/Day): The first 8-Hour shift shall be at the rates established above. The second 8-Hour shift shall be at 50% of the hourly rate established for one 8-Hour shift.

Triple Shift (24 Hours/Day): The first two 8-Hour shifts shall be at the rates established above. The third 8-Hour shift shall be at 50% of the hourly rate established for the second 8-Hour shift.

For all actual cost work, payment for "stand-by" will be limited to not more than eight hours in a 24-hour day or 40 hours in a normal week. No compensation shall be allowed for equipment that is inoperable due to breakdown or with equipment utilization on work other than the actual cost work for which compensation is being tracked. In addition, no payment shall be allowed for equipment that is not operating because work has been suspended by the contractor for the contractor's reasons. Leased equipment expenses will be compensated as specified in ADOT Specifications, Section 109.04(D)(3)(c). Transportation, freight time and/or other costs including overhead and profit on leased equipment will not be included as part of the actual cost change order work compensation.

- d. Sales, user or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by any governmental authority.
- e. Deposits lost for causes other than CONTRACTOR'S negligence, royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the execution of the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of CITY. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR'S Fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof,

CONTRACTOR shall be paid for services a fee proportionate to that stated in Paragraph 12.5.

- g. The cost of utilities, fuel and sanitary facilities at the site associated with the additional work.
- h. Cost of premiums for additional Bonds and insurance required because of changes in the Work.

B. The term **Cost of the Work** shall not include any of the following:

- 1) Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR, whether at the site or in CONTRACTOR'S principal or a branch office for general administration of the Work, and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 12.4.A.1 -- all of which are to be considered administrative costs covered by the CONTRACTOR'S Fee.
- 2) Expenses of CONTRACTOR'S principal and branch offices other than CONTRACTOR'S office at the site.
- 3) Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR for delinquent payments.
- 4) Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for additional Bonds and insurance required because of changes in the Work).
- 5) Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.
- 6) Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 12.4.A.

12.5 Contractor's Fee

The CONTRACTOR'S Fee allowed to CONTRACTOR for overhead and profit shall be determined in accordance with MAG Specifications Section 109.5 except as modified herein for "actual cost work" and as follows:

- A. A mutually acceptable fixed fee.
- B. If a mutually acceptable fixed fee cannot be agreed upon, the fee will be based on the following portions of the cost of work:
 - 1) For costs incurred under Paragraphs 12.4.A.1 and 12.4.A.2, the CONTRACTOR'S Fee shall not exceed a total of fifteen percent (ten percent for overhead and five percent for profit). CITY reserves the right to furnish materials and equipment as CITY deems advisable, and the CONTRACTOR will not be paid the CONTRACTOR'S Fee for such materials and equipment.

- 2) For costs incurred under Paragraph 12.4.A.3, the CONTRACTOR'S Fee shall not exceed a total of five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall not exceed a total of fifteen percent.
- 3) No fee shall be payable on the basis of costs itemized under Paragraph 12.4.A.4, 12.4.A.5 and 12.4.B.
- 4) The amount of credit to be allowed by CONTRACTOR to CITY for any such change which results in a net decrease in cost, will be the amount of the net decrease plus a deduction in CONTRACTOR'S Fee by an amount equal to ten percent of the net decrease.
- 5) When both additions and credits are involved in any one change, the adjustment in CONTRACTOR'S Fee shall be computed on the basis of the net change in the Contract Price.

12.6 Cash Allowances

It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such Subcontractors, manufacturers, fabricators, suppliers or distributors and for such sums within the limit of the allowances as may be acceptable to CITY. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. CONTRACTOR agrees that the original Contract Price includes such sums as CONTRACTOR deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

12.7 Hindrances and Delays

- A. Except as provided in Paragraph B, below, no increase in the contract price nor additional payment shall be paid nor due to CONTRACTOR for hindrances or delays from any cause during the progress of any portion of the work included in this Contract; but such delays may entitle CONTRACTOR to an extension of the Contract Time in accordance with the provisions of Article 13 hereof.
- B. The parties agree to negotiate for the recovery of damages related to expenses actually 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 and was not foreseeable at the time the Contract was entered into, and
 - 3) The CONTRACTOR can show the impact of the delay on the critical path as indicated on the approved Construction Progress Schedule.

The maximum compensation for any delay meeting the above requirements shall not exceed the daily amount specified for liquidated damages by the then current version of "MAG Uniform Standard specifications for Public Works Construction."

ARTICLE 13 - CHANGE OF THE CONTRACT TIMES

13.1 Written Document Required

The Contract Times, including any Milestones, may only be changed by a written Change Order. Any claim for any extension in the Contract Time shall be based on written notice delivered to CITY within two (2) days of the occurrence or the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within fifteen (15) days of the

conclusion of such occurrence unless CITY REP allows, in writing, an additional period of time to ascertain more accurate data.

- A. Notice of the extent of the claim must state the amount of additional time requested, the cause of the delay and its impact on critical path work items, the date of the occurrence causing the delay, and must include all other evidence reasonably available or known to the CONTRACTOR which would support the extension of time requested. Minimum required supporting data/criteria will include CPM computer software print outs at acceptable time periods as required by City staff to show the true schedule impact during the delay period.
- B. Requests for extensions of time failing to include the information specified in this Article and requests for extensions of time which are not received within the time specified above, shall result in the forfeiture of the CONTRACTOR'S right to receive any extension of time requested.
- C. Acceptance of the daily reports by CITY REP shall not be deemed an admission of the CONTRACTOR'S right to receive an extension of time or a waiver of the CITY'S right to strictly enforce the time provisions contained in the Contract Documents.
- D. If CONTRACTOR and CITY REP are unable to agree on CONTRACTOR'S request for an extension of time, the dispute shall be resolved through the alternate dispute resolution process provided herein.

13.2 Delays Beyond Contractor's Control

Where CONTRACTOR is prevented from completing any critical path work items within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended if a claim is made therefor, as provided herein. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by CITY, fires, floods, labor strikes, epidemics, abnormal weather conditions, or acts of God.

13.3 Delays Within Contractor's Control

The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

13.4 Delays Beyond City's and Contractor's Control

Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both CITY and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR'S sole and exclusive remedy for such delay. No change to the Contract Price for extended overhead nor any other costs will be granted for delays beyond CITY'S control.

13.5 Rain

Time extensions for rain may be granted only for conditions in excess of normal rainfall, which impacts ongoing activities at the site that have successive following activities that must be accomplished in a required sequence for completion of the project within the specified period. These would be generally labeled as Critical Path Activities. For the purposes of this contract, normal weather conditions, such as average days of rain per month, will be determined by meteorological data obtained from the National Weather Service for station 021514, CHANDLER HEIGHTS, ARIZONA. When it is established that rain in excess of normal rainfall justifies a time extension, a no cost time extension will be granted by the City. The contractor is expected and may be directed to perform other work on the project not effected by heavy rains.

ARTICLE 14 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.1 Notice of Defects

Prompt written notice of all defective Work of which CITY, CITY REP or the Project Designer have actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided herein.

14.2 Access to Work

CITY, CITY REP and the Project Designer and agents of each of them, testing agencies and governmental agencies with jurisdictional interests shall be provided access to the Work at reasonable times for their observation, inspection and testing. CONTRACTOR shall provide proper and safe conditions for such access.

14.3 Tests and Inspections

- A. CONTRACTOR shall give CITY REP timely (at a minimum, twenty-four hours) notice of readiness of the Work for all required inspections, tests or approvals. CONTRACTOR shall give timely notice to CITY REP in advance of backfilling or otherwise covering any part of the Work so that CITY REP may, if desired, observe such part of the Work before it is concealed. Whenever CONTRACTOR varies the normal period during which Work or any portion of it is carried on each day, CONTRACTOR shall give timely notice to CITY REP so that CITY REP may, if desired, be present to observe the Work in progress. If CONTRACTOR fails to give such timely notice, any Work done in the absence of CITY REP will be subject to rejection. If CONTRACTOR gives such notice to CITY REP, but then is not ready for such inspections, tests, approvals or observations at the time so noticed, CONTRACTOR shall reimburse CITY for all costs incurred by the attendance of CITY REP or other CITY representatives.
- B. If any law, ordinance, rule, regulation, code, or orders of any public body having jurisdiction requires any Work (or part thereof) to be inspected, tested or approved, CONTRACTOR (unless another party is specified in the Contract Documents) shall assume full responsibility therefor, pay all costs in connection therewith and furnish CITY REP the required certificates of inspection, testing, or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required by the Specifications in connection with CITY'S acceptance of a manufacturer, fabricator, supplier or distributor of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR'S purchase thereof for incorporation in the Work. The cost of all other inspections, tests and approvals required by the Contract Documents shall be paid by CITY (unless otherwise specified).
- C. All inspections, tests or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having jurisdiction shall be performed by organizations acceptable to CITY and by the Project Designer if so specified.
- D. Neither observations by CITY REP, the Project Designer nor inspections, tests or approvals by others shall relieve CONTRACTOR from their obligations to perform the Work in accordance with the Contract Documents.

14.4 Uncovering Work

- A. If any Work that is to be observed, inspected, tested or approved is covered without written concurrence of CITY REP, it must, if requested by CITY REP be uncovered for observation. Unless CONTRACTOR has given CITY REP timely notice of CONTRACTOR'S intention to cover such Work and CITY REP has not acted with reasonable promptness in response to such notice, CONTRACTOR shall furnish all necessary labor, material and bear all the expenses of such uncovering, exposure, observation, inspection and testing and of

satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued.

- B. If CITY REP considers it necessary or advisable that Work covered with the concurrence of CITY REP or Work covered after CITY REP failed to act with reasonable promptness in response to a written notice from CONTRACTOR, be observed, inspected or tested by CITY REP or others, CONTRACTOR, at CITY REP'S request, shall uncover, expose or otherwise make available for observation, inspection or testing as CITY REP may require, that portion of the Work in question and CONTRACTOR shall bear all costs. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if CONTRACTOR makes a claim therefor as provided in Articles 11 and 12.

14.5 City May Stop the Work

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, CITY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of CITY to stop the Work shall not give rise to any duty on the part of CITY to exercise this right for the benefit of CONTRACTOR or any other party.

14.6 Correction or Removal of Defective Work

- A. If required by CITY REP, CONTRACTOR shall promptly, without cost to CITY and as specified by CITY REP, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by CITY, remove it from the site and replace it with non-defective Work. CONTRACTOR shall correct any Work which may be displaced in correcting, removing or replacing defective Work. No compensation will be allowed CONTRACTOR for such removal, replacement or remedial Work. CONTRACTOR shall reimburse CITY for costs incurred by CITY due to such correction or removal including but not limited to additional expenses for inspection, testing or observation and/or for repeated reviews by the CITY REP or Project Designer.
- B. Upon failure on the part of the CONTRACTOR to comply within a reasonably prompt time with any written order of CITY REP to correct or remove defective Work, CITY REP shall have authority to cause nonconforming materials or rejected Work to be remedied, removed, or replaced at the CONTRACTOR'S expense and to deduct the costs from any moneys due or to become due the CONTRACTOR.

14.7 Correction Period - One Year Guarantee

- A. If, within one year after the date of the Certificate of Final Acceptance, or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to CITY and in accordance with CITY'S written instructions, either correct such defective Work, or, if it has been rejected by CITY, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, CITY may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR. Such action by the CITY will not relieve the CONTRACTOR of the guarantees required by this Article or elsewhere in the Contract Documents.

- B. If, in the opinion of the CITY, defective Work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the CITY or to prevent interruption of operation of the CITY, the CITY will attempt to give the notice required by this Article. If the CONTRACTOR cannot be contacted or does not comply with the CITY'S request for correction within a reasonable time as determined by the CITY, the CITY may, notwithstanding the provisions of this Article, proceed to make such correction or provide such attention; and the costs of such correction or attention shall be charged against the CONTRACTOR. Such action by the CITY will not relieve the CONTRACTOR of the guarantees required by this Article or elsewhere in the Contract Documents.
- C. This Article does not in any way limit the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer or supplier gives a guarantee for a longer period. The CONTRACTOR agrees to act as co-guarantor with such manufacturer or supplier and shall furnish the CITY all appropriate guarantee or warranty certificates upon completion of the Project. No guarantee period, whether provided for in this Article or elsewhere, shall in any way limit the liability of CONTRACTOR or their sureties or insurers under the indemnity or insurance provisions of these General Conditions and the Supplementary Conditions.

14.8 Acceptance of Defective Work

- A. If, instead of requiring correction or removal and replacement of defective Work, CITY prefers to accept it, CITY may do so. If any such acceptance occurs prior to final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after final payment, an appropriate amount shall be paid by CONTRACTOR to CITY.
- B. CITY may require CONTRACTOR to furnish at CONTRACTOR'S expense, a special performance guarantee or other surety prior to acceptance of defective work.

14.9 City May Correct Defective Work

If CONTRACTOR fails within a reasonable time after written notice of CITY REP to proceed to correct defective Work or to remove and replace rejected Work as required by CITY in accordance with Paragraph 14.6, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including any requirements of the progress schedule), CITY may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising CITY'S rights under this Paragraph, CITY shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, CITY may exclude CONTRACTOR from all or part of the Work, and suspend CONTRACTOR'S services related thereto, take possession of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which CITY has paid CONTRACTOR, but which are stored elsewhere. CONTRACTOR shall allow CITY, CITY REP, agents and employees such access to the site as may be necessary to enable CITY to exercise CITY'S rights under this Paragraph. All direct and indirect costs of CITY in exercising such rights shall be charged against CONTRACTOR in an amount verified by CITY REP, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of CONTRACTOR'S defective work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in CONTRACTOR'S performance of the Work attributable to the exercise by CITY or CITY'S rights hereunder.

14.10 Correction or Removal of Unauthorized Work

- A. Any Work done beyond the lines and grades shown on the Drawings or established by the Project Designer or any changes in, additions to, or deductions from the Work done without written authority will be considered as unauthorized and will not be paid for. Work so done may be ordered remedied, removed, or replaced at the CONTRACTOR'S expense.
- B. Upon failure on the part of the CONTRACTOR to comply promptly with any order of the CITY REP, CITY shall have authority to cause unauthorized Work to be remedied, removed, or replaced at the CONTRACTOR'S expense and to deduct the costs from any moneys due or to become due the CONTRACTOR.

ARTICLE 15 - PAYMENTS TO CONTRACTOR AND COMPLETION

15.1 Schedule of Values

The Schedule of Values established as provided in Paragraph 2.7 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to CITY REP. Progress payments on account of Unit Price Work will be based on the number of units completed.

15.2 Application for Progress Payment

- A. On or before the first day of each calendar month after actual construction is started (but not more often than once a month), CONTRACTOR shall submit to CITY REP for review a completed Application for Payment signed by CONTRACTOR, covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents and also as CITY REP may reasonably require. An Application for Payment will not be considered complete unless it is accompanied by an updated Construction Progress Schedule and a certification that the on-site, red lined, as built drawings are up to date. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably, securely stored at the site or at another location (such as a bonded warehouse) agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to CITY, as will establish CITY'S title to the material and equipment and protect CITY'S interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied to discharge in full all of CONTRACTOR'S obligations reflected in prior Applications for Payment.
- B. Applications for Payment may only be submitted to that specific person named in the Contract as the CITY REP, and not to any other agent or representative of CITY, nor to the Project Designer.
- C. The amount of retainage with respect to progress payments will be as stipulated in the Contract and will be in accordance with state law.

15.3 Contractor's Warranty of Title

- A. CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to CITY at the time of payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens"), provided that this shall not preclude the CONTRACTOR from installing metering devices or other equipment of utility companies or municipalities, the title of which is commonly retained by the utility company or municipality.

- B. No materials, supplies, or equipment for the Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest therein, or any part thereof, is retained by the seller or supplier.
- C. Nothing contained in this Article shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the CONTRACTOR for their protection, or any right under any law permitting such persons to look to funds due the CONTRACTOR in the hands of the CITY. The provisions of this Article shall be inserted in all subcontracts and material contracts, and notices of its provision shall be given to all persons furnishing materials for the Work when no formal contract is entered into for such materials.

15.4 Review of Applications for Progress Payments

- A. An Application for Payment will be deemed approved and certified for payment after seven (7) days from the date of submission by CONTRACTOR unless CITY REP, on or before the expiration of such seven days, prepares and issues to CONTRACTOR a specific written finding setting forth those items in detail in the Application for Payment that are not approved for payment under the Contract. CITY may withhold an amount from the progress payment sufficient to pay the expenses CITY reasonably expects to incur in correcting any deficiencies set forth in the written finding.
- B. Progress Payments shall be paid on or before fourteen (14) days after the Application for Payment is certified and approved.
- C. Within five (5) work days after receipt of each Application for Payment, CITY REP with advice and assistance from the Project Designer, shall either provide to CITY a written recommendation for payment, or return the Application to CONTRACTOR indicating in writing CITY REP'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.
- D. The recommendation of Project Designer and CITY REP for payment of any amounts requested in an Application for Payment will constitute a representation by them and each of them to CITY, based on on-site observations of the Work in progress as experienced and qualified design and construction professionals, and based on their review of the Application for Payment and the accompanying data and schedules, that the Work has progressed to the point indicated; that, to the best of their knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in the recommendation); and that CONTRACTOR is entitled to payment of the amount recommended. However, by recommending any such payment, neither CITY REP nor the Project Designer will thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work, or that the means, methods, techniques, sequences, and procedures of construction have been reviewed, or that any examination has been made to ascertain how or for what purpose CONTRACTOR has used the money's paid or to be paid to CONTRACTOR on account of the Contract Price, or that title to any Work, materials or equipment has passed to CITY free and clear of any Liens.
- E. The recommendation by the Project Designer and CITY REP for final payment will constitute an additional representation by them and each of them to CITY that the conditions precedent to CONTRACTOR'S being entitled to final payment as set forth in Paragraph 15.9 have been fulfilled.
- F. The Project Designer and CITY REP may refuse to recommend the whole or any part of any payment if, in either of their opinions, it would be incorrect to make such representations to CITY. They may also refuse to recommend any such payment, or because of subsequently

discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in their opinion to protect CITY from loss because:

- 1) The Work is defective, or completed Work has been damaged requiring correction or replacement.
- 2) Written claims have been made against CITY or Liens have been filed in connection with the Work.
- 3) The Contract Price has been reduced because of Modifications.
- 4) CITY has been required to correct defective Work or complete the Work in accordance with Paragraph 14.9.
- 5) CONTRACTOR'S unsatisfactory prosecution of the Work in accordance with the Contract Documents.
- 6) CONTRACTOR'S failure to make payment to Subcontractors for labor, materials or equipment.

15.5 Substantial Completion

- A. When CONTRACTOR considers the entire Work ready for its intended use, CONTRACTOR shall notify CITY REP, in writing, that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that CITY REP issue a certificate of Substantial Completion. Promptly thereafter, CITY REP and the Project Designer shall make an inspection of the Work to determine the status of completion. If CITY does not consider the Work substantially complete, CITY REP will notify CONTRACTOR in writing giving reasons therefor. If CITY considers the Work substantially complete, CITY REP, with the concurrence of CITY and assistance from the Project Designer, will prepare a list (punch list) of items to be completed or corrected before final acceptance and a certificate of Substantial Completion and shall fix the date of Substantial Completion. The list of items to be completed or corrected shall be attached to the certificate of Substantial Completion when it is issued to CONTRACTOR. At the time of delivery of the certificate and list, CITY REP will also deliver to CONTRACTOR a written recommendation as to a division of responsibilities pending final payment between CITY and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities and insurance. Unless and until CONTRACTOR and CITY agree otherwise in writing, this recommendation shall be binding on CITY and CONTRACTOR.
- B. CITY shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but CITY shall allow CONTRACTOR reasonable access to complete or correct items on the punch list.

15.6 Partial Utilization

- A. CITY at CITY'S option may use and occupy any substantially completed parts of the Work which has specifically been identified in the Contract Documents, or which CITY, the Project Designer and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by CITY for its intended purpose, without significant interference with CONTRACTOR'S performance of the remainder of the Work, provided, however, if the portion of the Work to be used or occupied has not been found to be substantially complete, CITY must do so in accordance with Paragraph 15.5 prior to such occupancy.
- B. In lieu of the issuance of a Certificate of Substantial Completion as to part of the Work, CITY may take over operation of a facility constituting part of the Work whether or not it is

substantially complete if such facility is functionally and separately usable; provided that prior to any such takeover, CITY and CONTRACTOR agree in writing as to the division of responsibilities between CITY and CONTRACTOR for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.

- C. Substantial completion of or CITY'S beneficial occupancy of a part of the project will not alter the fact that the one year warranty for the whole project starts at the date of Final Completion of the whole project.

15.7 Final Inspection

- A. Upon written notice from CONTRACTOR that the Work is complete, CITY REP and the Project Designer will make a final inspection with CONTRACTOR and will provide written notice to CONTRACTOR of all items of Work which are incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.
- B. The release of the retention monies will be no earlier than the completion of all such deficiencies.

15.8 Final Application for Payment

- A. After CONTRACTOR has corrected all such deficiencies and completed all such corrections to the satisfaction of CITY and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked up record documents, and other documents, all as required by the Contract Documents, and after the Project Designer has indicated that the Work is acceptable (subject to the provisions of Paragraph 15.9) CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as CITY REP may reasonably require, together with complete and legally effective releases or waivers (satisfactory to CITY) of all Liens arising out of or filed in connection with the Work.
- B. The final Application for Payment must be accompanied by a completed Contractor's Affidavit Regarding Settlement of Claims, the form for which is included in the Contract Documents. The affidavit serves to indemnify and save harmless the CITY against any and all liens for labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which CITY or CITY'S property might in any way be responsible, have been paid or otherwise satisfied. If any Subcontractor, manufacturer, fabricator, supplier or distributor fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to CITY to indemnify CITY against any Lien.
- C. The final Application for Payment must also be accompanied by the completed on-site, red line, as-built drawings showing all construction as it was in actual fact constructed and installed.
- D. The final Application for Payment must also be accompanied by a completed Certificate of Completion, the form for which is included in the Contract Documents. This document certifies that all goods and/or services required by the Contract have been delivered in accordance with the Contract, and all activities required by the Contractor under the Contract have been completed.

15.9 Final Payment and Acceptance

- A. If, on the basis of observation of the Work by CITY REP during construction and final inspection and review of the final Application for Payment and accompanying documentation

by CITY REP and the Project Designer, all as required by the Contract Documents, CITY is satisfied that the Work has been completed and CONTRACTOR has fulfilled all of its obligations under the Contract Documents, CITY REP, with the concurrence and assistance of the Project Designer, shall within ten days after receipt of the final Application for Payment, indicate in writing a recommendation for payment and present the Application to CITY for payment. Thereupon, the Project Designer will give written notice to CITY and CONTRACTOR that the Work is acceptable subject to the provisions of Paragraph 15.8. Otherwise, CITY REP will return the Application to CONTRACTOR indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. If the Application and accompanying documentation are appropriate as to form and substance, and the CITY finds the Work has been completed according to the Contract, the CITY shall accept the Work, shall file a notice of completion, and shall pay the entire sum so found to be due as recommended by the CITY REP, after deducting therefrom all previous payments and all amounts to be retained under the provisions of the Contract. All prior progress estimates and payments shall be subject to correction in the final estimate and payment. The final payment shall be due and payable within sixty (60) days from the date of filing a notice of completion of the Work by the CITY.

- B. If, through no fault of CONTRACTOR, final completion is materially delayed and if CITY REP so confirms, CITY shall, upon receipt of CONTRACTOR'S final Application for Payment and recommendation of the Project Designer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by CITY for Work not fully completed or corrected is less than the retainage stipulated in the Contract, and if bonds have been furnished as required in Paragraph 5 the written consent of the Surety to the payment of the balance due for the portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to CITY REP with CONTRACTOR'S Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

15.10 Contractor's Continuing Obligation

CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by the Project Designer, nor the issuance of a letter of Substantial Completion, nor any payment or issuance of a certificate by CITY to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by CITY, nor any act of acceptance by CITY nor any failure to do so, nor the issuance of a notice of acceptability by the Project Designer pursuant to Paragraph 15.9, nor any correction of defective Work by CITY shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents.

15.11 Waiver of Claims

The making and acceptance of final payment shall constitute a waiver of all claims by CONTRACTOR against CITY, CITY REP and the Project Designer, and their consultants, directors, officers, employees and agents other than those previously made in writing and still unsettled.

15.12 City's Right to Withhold Certain Amounts and Make Application Thereof

- A. In addition to the amount of retainage as stipulated in the Contract, the CITY may withhold a sufficient amount or amounts from any payment otherwise due to the CONTRACTOR as in CITY'S judgment may be necessary to cover:

- 1) Payments which may be past due and payable for properly filed claims against the CONTRACTOR or any Subcontractors for labor or materials furnished in or about the performance of the Work on the Project under this Contract.
 - 2) Estimated or actual costs for correcting defective Work not remedied.
 - 3) Amounts claimed by the CITY as liquidated damages, special damages, or other offsets, such as testing costs chargeable to the CONTRACTOR, reimbursement to CITY for costs incurred by reason of defective work and or repeated review of CONTRACTOR'S submittals.
 - 4) Estimated costs for an independent consultant to properly complete as-built drawings when not acceptably completed in accordance with all the requirements herein.
- B. CITY may apply such withheld amount or amounts to the payment of such claims at CITY'S discretion. In so doing, CITY shall be deemed the agent of CONTRACTOR and any payments so made by CITY shall be considered as a payment made under the Contract by the CITY to the CONTRACTOR, and CITY shall not be liable to the CONTRACTOR for such payment made in good faith. Such payments may be made without prior judicial determination of the claim or claims. CITY will render to CONTRACTOR a proper account of such funds disbursed on behalf of CONTRACTOR.

ARTICLE 16- SUSPENSION OF WORK AND TERMINATION

16.1 City May Suspend Work

CITY may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to CONTRACTOR and the Project Designer which shall fix the date on which Work shall be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both for costs, directly attributable to any suspension but not lost profits if CONTRACTOR makes a claim therefore as provided in Articles 12 and 13.

16.2 City May Terminate

- A. Upon the occurrence of any one or more of the following events:
- 1) If CONTRACTOR is adjudged a bankrupt or insolvent;
 - 2) If CONTRACTOR makes a general assignment for the benefit of creditors;
 - 3) If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR'S property;
 - 4) If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
 - 5) If CONTRACTOR repeatedly fails to perform the Work in accordance with the Contract Documents, including but not limited to, failure to supply sufficient skilled workmen or suitable materials or equipment or failure to adhere to the progress schedule established under Paragraph 2.6 as adjusted from time to time pursuant to Paragraph 6.16.
 - 6) If CONTRACTOR repeatedly fails to comply with written directives from CITY REP.
 - 7) If CONTRACTOR repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment;

- 8) If CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
- 9) If CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents.

CITY may without prejudice to any other right or remedy, serve written notice upon the CONTRACTOR and CONTRACTOR'S surety of CITY'S intention to terminate the Contract. Said notice to contain the reasons for such intention to terminate the Contract, and provide that unless within ten days after the service of such notice all such violations have been corrected and remedied, the Contract shall cease and terminate, and CONTRACTOR shall be excluded from the site. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished by others.

- B. In the event of any such termination, CITY shall immediately serve written notice thereof upon the surety and CONTRACTOR, and the surety shall have the right to take over and perform the Contract, provided however, that if the surety, within fifteen (15) days after the serving upon it of a notice of termination, does not give the CITY written notice of their intention to take over and perform the Contract, or does not commence performance thereof within thirty (30) days from the date of serving said notice, CITY may take possession of the Work and of all CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which CITY has paid CONTRACTOR but which are stored elsewhere, and finish the Work as CITY may deem expedient for the account and at the expense of the CONTRACTOR. CONTRACTOR'S surety shall be liable to the CITY for any excess costs or other damage occasioned the CITY thereby. If the unpaid Balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including but not limited to, compensation for additional professional services and all costs generated to insure or bond the Work of substituted contractors or subcontractors utilized to complete the Work, such excess shall be paid to CONTRACTOR. If such costs exceed the unpaid balance, CONTRACTOR shall pay the difference to the CITY promptly upon demand; on failure of CONTRACTOR to pay, the surety shall pay on demand by CITY. Any portion of such difference not paid by CONTRACTOR or surety within thirty (30) days following the mailing of a demand for such costs by CITY shall earn interest at the rate of fifteen (15%) percent per annum or the maximum rate authorized by Arizona law, whichever is lower. Such costs incurred by CITY shall be verified by CITY REP and incorporated in a Change Order, but in finishing the Work, CITY shall not be required to obtain the lowest figure for the Work performed.
- C. Where CONTRACTOR'S services have been so terminated by CITY, the termination shall not affect any rights of CITY against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by CITY will not release CONTRACTOR from liability.
- D. If funds are not appropriated to continue this Contract and for the payment of charges hereunder, CITY may terminate this Contract at the end of the fiscal period. CITY agrees to give written notice of termination to the CONTRACTOR at least thirty (30) days prior to the end of CITY'S current fiscal period and will pay to the CONTRACTOR all charges incurred through the end of such period.
- E. Upon seven (7) days written notice to CONTRACTOR and the Project Designer, CITY may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Contract. In such case, CONTRACTOR shall be paid for all Work executed and any expense sustained plus reasonable termination expenses.

16.3 Contractor May Stop Work or Terminate

If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by CITY or under an order of court or other public authority, or CITY fails to pay within (14) fourteen days to CONTRACTOR, any sum finally determined to be due, then CONTRACTOR may, upon seven (7) days written notice to CITY, terminate the Contract and recover from CITY payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Contract, if CITY has failed to make any payment as aforesaid, CONTRACTOR may, upon seven (7) days written notice to CITY, stop the Work until payment of all amounts then due. The provision of this paragraph shall not relieve CONTRACTOR of their obligations under Paragraph 6.15 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with CITY.

ARTICLE 17– ALTERNATE DISPUTE RESOLUTION

17.1 Notice Required

- A. Notwithstanding anything to the contrary provided elsewhere in the Contract documents, the alternative dispute resolution (ADR) process provided herein shall be the exclusive means for resolution of claims or disputes arising under, relating to or touching upon this Contract, the interpretation thereof or the performance or breach by any party thereto, including, but not limited to, original claims or disputes asserted as cross claims, counterclaims, third party claims or claims for indemnity or subrogation, in any threatened or ongoing litigation or arbitration with third parties, if such disputes involve parties to contracts containing this ADR provision.
- B. CONTRACTOR shall submit written notice of any claim or dispute to CITY REP within seven (7) days of the occurrence, event or disputed response from CITY for immediate resolution pursuant to these provisions. Each claim or dispute shall be submitted and resolved as they occur and not postponed until the Project is complete nor lumped together with other pending claims.
- C. Failure to submit a notice of any claim, dispute, request or other issue within the times set forth in Articles 11, 12, 13 or 17 shall constitute CONTRACTOR'S forfeiture of its right to dispute the issue, raise the claim or make the request and shall also constitute CONTRACTOR'S agreement and acceptance of the CITY'S position.

17.2 Decision of Project Designer on Disagreements

- A. CITY REP will provide to CONTRACTOR a written response to any claim, request or proposal for a Change Order on or before fifteen (15) days from receipt of CONTRACTOR'S written claim, request or proposal.
- B. The Project Designer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder.
- C. Written notice of any request for which an interpretation by the Project Designer is sought, together with written supporting data, shall be delivered by CONTRACTOR to CITY REP for presentation to the Project Designer within seven (7) days of the occurrence or the event giving rise thereto, within seven (7) days of CONTRACTOR becoming aware of the need for clarification or further information, or if the claim or dispute was first submitted for a response from CITY REP and CONTRACTOR disputes or disagrees with the response of CITY REP, within three (3) days of CONTRACTOR'S receipt of such response.
- D. CITY REP will immediately transmit any such CONTRACTOR requests, claims or disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the

Work to the Project Designer in writing with a request for written response within seven (7) days.

- E. The Project Designer will render a decision within seven (7) days of receipt of such transmittal.

17.3 Neutral Evaluator, Arbitrators

CITY will select a Neutral Evaluator to serve as set forth in this ADR process. CITY and CONTRACTOR shall each select an arbitrator of their choice within fifteen (15) days of the date of execution of this Contract to serve as set forth in this ADR process. Each arbitrator selected shall be a member of the State Bar of the State of Arizona, and shall be experienced in the field of construction law. Neither the arbitrator nor the arbitrator's firm shall have presently, or in the past, represented any party to the arbitration.

17.4 Neutral Evaluation Process

In the event either party disagrees with the response of the Project Designer or for disputes not appropriate for submittal to the Project Designer, if CONTRACTOR disagrees with the response of the CITY REP, the following neutral evaluation process shall be used to obtain resolution.

- A. Notification of Dispute: Within three (3) days of receipt of the disputed response, the disputing party shall notify the City Engineer of the unresolved dispute. The City Engineer shall promptly notify the Neutral Evaluator in writing of the existence of a dispute.
- B. Nonbinding Information Hearing: The Neutral Evaluator shall schedule a nonbinding informal hearing of the matter to be held within seven (7) days from receipt of notification of the existence of a dispute. The Neutral Evaluator may conduct the hearing in such manner as deems appropriate and shall notify each party to attend the hearing and present evidence they believe will resolve the dispute. The Neutral Evaluator is not bound by the rules of evidence in admitting evidence in the hearing and may limit the length of the hearing, witnesses or evidence introduced to the extent that he deems same to be relevant and efficient. Each party to the dispute shall be notified by the Neutral Evaluator that they shall submit a written outline of the issues and evidence intended to be introduced at the hearing and proposed resolution of the dispute to the Neutral Evaluator before the hearing commences. Arbitrators shall not participate in such informal hearing or proceeding process.
- C. Nonbinding Decision: The Neutral Evaluator shall render a nonbinding written decision as soon as possible, but not later than five (5) days after the hearing.

17.5 Binding Arbitration Procedure

If the neutral evaluation procedure is unsuccessful, the following binding arbitration procedure shall serve as the exclusive method to resolve all unresolved disputes. If any party chooses not to accept the decision of the Neutral Evaluator, such party shall notify the Neutral Evaluator in writing within three (3) business days of receipt of the Neutral Evaluator's decision of a request for arbitration. The party requesting arbitration shall post a cash bond with the Neutral Evaluator in the amount of \$5,000, or a greater amount as determined by the Neutral Evaluator, that will defray the cost of the arbitration as set forth in paragraph M, Fees and Costs, and proceeds from said bond shall be allocated in accordance with said paragraph by the Arbitration Panel.

- A. Arbitration Panel: The Arbitration Panel shall consist of the arbitrators previously selected by the parties involved in the dispute, (i.e., CITY'S arbitrator, CONTRACTOR'S arbitrator, or any other CONTRACTOR'S arbitrator who has a contract with the CITY which contains this ADR provision and is a party to the dispute), and the foregoing arbitrators shall select a neutral arbitrator as set forth herein. The Neutral Evaluator shall participate in the proceedings and in the deliberations, but shall not be entitled to vote.

- B. Selection of Neutral Arbitrator: The selected arbitrators shall choose additional arbitrator(s) (one additional arbitrator or two additional arbitrators as needed to ensure that the arbitration panel will consist of an odd number of arbitrators), within five (5) days of receipt of notification of a dispute from the Neutral Evaluator. The Neutral Arbitrator(s) shall have the same qualifications as those of the arbitrators set forth in the Neutral Evaluator, Arbitrators paragraph. In the event that the selected arbitrators cannot agree on additional Neutral Arbitrators as set forth above, the Neutral Evaluator shall select the additional arbitrator(s).
- C. Expedited Hearing: The parties have structured this procedure with the goal of providing for the prompt and efficient resolution of all disputes falling within the purview of this ADR process. To that end, any party can petition the Neutral Evaluator to set an expedited hearing if circumstances justify it. The Neutral Evaluator shall contact the selected Arbitration Panel and arrange for scheduling of the arbitration at the earliest possible date. In any event, the hearing of any dispute not expedited will commence as soon as practical, but in no event later than twenty (20) days after notification of request for arbitration having been submitted. This deadline can be extended only with the consent of all the parties to the dispute, or by decision of the Arbitration Panel upon a showing of emergency circumstances.
- D. Procedure: The Neutral Evaluator shall act as Chairman of the Arbitration Panel and will conduct the hearing that will resolve disputes in a prompt, cost efficient manner giving due regard to the rights of all parties. Each party shall supply to the Arbitration Panel a written pre-hearing statement, which shall contain a brief statement of the nature of the claim or defense, a list of witnesses and exhibits, a brief description of the subject matter of the testimony of each witness who will be called to testify, and an estimate as to the length of time that will be required for the arbitration hearing. The Arbitration Panel may review and consider the Neutral Evaluator's decision. The Chairman shall determine the nature and scope of discovery, if any, and the manner of presentation of relevant evidence consistent with the deadlines provided herein, and the parties' objective that disputes be resolved in a prompt and efficient manner. No discovery may be had of privileged materials or information. The Chairman, upon proper application, shall issue such orders as may be necessary and permissible under law to protect confidential, proprietary, or sensitive materials or information from public disclosure or other misuse. Any party may make application to the Maricopa County Superior Court to have a protective order entered as may be appropriate to conform to such orders of the Chairman.
- E. Hearing Days: To effectuate the parties' goals, the hearing once commenced, will proceed from business day to business day until concluded, absent a showing of emergency circumstances.
- F. Award: The Arbitrator Panel shall within ten (10) days from the conclusion of any hearing issue its award. The award shall include an allocation of fees and costs pursuant to the Binding Arbitration Procedure paragraph herein. Any award providing for deferred payment shall include interest at the rate of ten (10%) percent per annum. The award is to be rendered in accordance with the Contract and the laws of the State of Arizona.
- G. Scope of Award: The Arbitration Panel shall be without authority to award punitive damages, and any such punitive damage award shall be void. The Arbitration Panel shall also be without authority to issue an award against any individual party in excess of \$500,000, exclusive of interest, arbitration fees, costs, and attorney's fees. If an award is made against any individual party in excess of \$50,000, exclusive of interest, arbitration fees, costs, and attorneys' fees, it must be supported by written findings of fact, conclusions of law and statement as to how damages were calculated.
- H. Jurisdiction: The Arbitration Panel shall not be bound for jurisdictional purposes by the amount asserted in any party's claim, but shall conduct a preliminary hearing into the

question of jurisdiction upon application of any party at the earliest convenient time, but not later than the commencement of the arbitration hearing.

- I. Entry of Judgment: Any party can make application to the Maricopa County Superior Court for confirmation of any award and for entry of judgment on it.
- J. Severance and Joinder: To reduce the possibility of inconsistent adjudications, the Neutral Evaluator or the Arbitration Panel, may at the request of any party, join and/or sever parties, and/or claims arising under other contracts containing this ADR provision, and the Neutral Evaluator, (Chairman) may, on his own authority, join or sever parties and/or claims subject to this ADR process as they deem necessary for a just resolution of the dispute, consistent with the parties' goal of the prompt and efficient resolution of disputes. Nothing herein shall create the right by any party to assert claims against another party not recognized under the substantive law applicable to the dispute. Neither the Neutral Evaluator nor the Arbitration Panel is authorized to join to the proceeding parties not in privity with the CITY.
- K. Appeal: Any party may appeal errors of law by the Arbitration Panel if, but only if, the errors arise in an award in excess of \$100,000; the exercise by the Chairman or Arbitration Panel of any powers contrary to or inconsistent with the Contract; or any of the grounds provided in A.R.S. 12-1512. Appeals shall be to the Maricopa County Superior Court within fifteen (15) days of entry of the award. The standard of review in such cases shall be that applicable to the consideration of a motion for judgment notwithstanding the verdict, and the Maricopa County Superior Court shall have the authority to confirm, vacate, modify or remand an award appealed under this section.
- L. Uniform Arbitration Act. Except as otherwise provided herein, binding arbitration pursued under this provision shall be governed by the Uniform Arbitration Act as enacted in Arizona in A.R.S. 12-1501, et. seq.
- M. Fees and Costs. Each party shall bear its own fees and costs in connection with any informal hearing before the Neutral Evaluator. All fees and costs associated with any arbitration before the Arbitration Panel, including without limitation, the Arbitration Panelists' fees, the prevailing party's attorneys' fees, expert witness fees and costs, will be paid by the nonprevailing party, except as provided for herein. The determination of prevailing and nonprevailing parties, and the appropriate allocation of fees and costs, will be included in the award by the Arbitration Panel. Fees for the Neutral Evaluator shall be a project cost.
- N. Equitable Litigation: Notwithstanding any other provision of ADR to the contrary, any party can petition the Maricopa County Superior Court for interim equitable relief as necessary to preserve the status quo and prevent immediate and irreparable harm to a party or to the Project pending resolution of a dispute pursuant to ADR provided for herein. No court may order any permanent injunctive relief except as may be necessary to enforce an order or award entered by the Arbitration Panel. The fees and costs incurred in connection with any such equitable proceeding shall be determined and assessed in ADR.
- O. Change Order: Any award in favor of the CONTRACTOR against the CITY or in favor of the CITY against the CONTRACTOR shall be reduced to a Change Order and executed by the parties in accordance with the award and the provisions of General and Supplementary Conditions to this Construction Contract.
- P. Merger and Bar: Any claim asserted pursuant to this ADR process shall be deemed to include all claims, demands, and requests for compensation for costs and losses or other relief, including the extension of Contract Time which reasonably should or could have been brought against any party that was or could have been brought into this ADR process. The Arbitration Panel shall apply legal principles commonly known as merger and bar to deny any claim or claims against any party regarding which claim or claims recovery has been sought

or should have been sought in a previously adjudicated claim for an alleged cost, loss, breach, error, or omission.

- Q. Disputes of amounts greater than \$500,000: Disputes for which the Arbitration Panel has determined to warrant an award in an amount greater than Five Hundred Thousand Dollars (\$500,000) to any one party, may be brought in the appropriate Court. A party must obtain such a determination from the Arbitration Panel prior to filing any legal action.

ARTICLE 18 - VALUE ENGINEERING

18.1 General

- A. The CONTRACTOR may submit to CITY REP proposals for modifying the Plans, Specifications, or other requirements of the Contract for the sole purpose of reducing the total cost of the project without impairing in any manner the essential functions or characteristics of the project, including, but not limited to, service life, economy of operations, ease of maintenance, desired appearance, or design and safety standards.
- B. It shall not be inferred from this subsection that the CITY is required to consider any proposal submitted.
- C. Cost reductions contained in the proposal resulting from changes to contingency items, such as traffic control, dust palliative, etc., will not be considered.

18.2 Proposal Requirements

Proposals submitted pursuant to this subsection shall be identified as Value Engineering Proposals. They shall be submitted in writing and, at a minimum, contain the following:

- A. A description of both the existing Contract requirements for performing the work and the proposed changes.
- B. All engineering drawings and computations necessary for a thorough and expeditious evaluations.
- C. An itemization of the existing Contract requirements that must be changed if the proposal is adopted and a recommendation as to the manner in which the change should be made.
- D. A detailed estimate of the cost of performing the work under the existing Contract and under the proposed changes, including the cost of developing and implementing the changes.
- E. The contract items affected by the proposed changes and any variations in quantities resulting from the changes.
- F. An objective estimate of any effects the proposal will have on collateral costs to the CITY, cost of related items, and costs of maintenance and operation.
- G. A statement as to the effect that the proposal will have on the time for the completion of the project.
- H. A statement as to the time by which a change order adopting the proposal must be executed or when the CITY must have given oral or written approval.
- I. A statement as to any time extension of time related to costs which will be required by the CONTRACTOR as a condition for implementing the proposed changes.

18.3 Review and Response

Proposals will not be considered until all of the above requirements have been met. Once all of the required submittals have been received, CITY REP will respond within ten (10) working days in writing as to whether or not the proposal will be considered for detailed evaluation. If no such notice is issued within the time allotted, the proposal shall be deemed rejected.

- A. CITY will not be liable for any delay in acting upon any proposal nor for any failure to accept any proposal pursuant to this subsection.
- B. CITY will be the sole judge of the acceptability of a proposal and of the estimated net savings in construction costs from the adoption of all or any part of the proposal. CONTRACTOR will be notified in writing by the CITY REP as to whether the CONTRACTOR'S proposal has been accepted. The decision by the CITY is final.
- C. When CITY deems such action to be appropriate, it reserves the right to require the CONTRACTOR to share in the cost to the CITY of investigating, evaluating, and processing the proposal as a condition for the consideration of such proposal. Such cost shall be shared whether the proposal is accepted or rejected. When such a condition is imposed, the CONTRACTOR shall indicate their acceptance thereof in writing and such acceptance shall authorize the CITY to deduct the CONTRACTOR'S share of the CITY'S costs from any monies due or that may become due to the CONTRACTOR under the Contract.

18.4 Acceptance

- A. If CONTRACTOR'S proposal is accepted in whole or in part, the necessary Contract modifications and Contract Price adjustments will be effected by the execution of a Change Order which will specifically state that it is executed pursuant to the provisions of this subsection.
- B. CONTRACTOR shall continue to perform the work in accordance with the requirements of the Contract until a Change Order incorporating the proposal has been executed or until the CONTRACTOR has been given oral or written approval by the CITY that the CONTRACTOR'S proposal has been accepted. If the Change Order has not been executed, or the CONTRACTOR has not been given oral or written approval on or before the mutually agreed upon date, or on or before such other date as the CONTRACTOR may have subsequently specified in writing, the proposal shall be deemed to be rejected.
- C. The executed Change Order shall incorporate the changes in the Plans, Specifications, or other requirements of the Contract Documents which are necessary to permit the proposal, or such part of it which has been accepted, to be put into effect, and shall include any conditions upon which the CITY'S approval thereof is based if such approval is conditional. The executed Change Order shall also extend the time for the completion of the Contract if, and only if, the extension was required by the CONTRACTOR as a condition for implementing the proposal and such an extension has been deemed to be warranted by the CITY as a result of the CITY'S evaluation of the proposal.
- D. The executed Change Order shall also establish the estimated net savings in the cost of performing the Work attributable to the proposal effectuated by the Change Order. In determining the net savings, the right is reserved to the CITY to disregard the Contract bid prices if, in the CITY'S judgment, such prices do not represent a fair measure of the value of the Work to be performed or to be deleted. The net savings will be established by determining the CONTRACTOR'S cost of performing the Work, taking into account the CONTRACTOR'S cost of developing the proposal and implementing the change, and reducing this amount by any ascertainable collateral cost to the CITY. The executed Change Order shall provide the Contractor be paid forty (40%) percent of the estimated net savings amount.

- E. The executed Change Order shall also provide for the adjustment in Contract Prices. Contract Prices shall be adjusted by subtracting the CITY'S share of the accrued net savings.
- F. The amount specified to be paid to the CONTRACTOR in the executed Change Order which effectuates a value engineering proposal shall constitute full compensation to the CONTRACTOR for the value engineering proposal and the performance of the Work thereof pursuant to the said Change Order.

ARTICLE 19 -- GENERAL PROVISIONS

19.1 Partial Invalidity

If any provision of the Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

19.2 Attorneys' Fees

Should either party to the Contract bring an action to enforce any provision of the Contract, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs in connection therewith.

19.3 Waiver of Rights

Except as otherwise specifically provided in the Contract Documents, no action or failure to act by the CITY, the Project Designer or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the Contract Documents, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder.

19.4 Giving Notice

- A. When any provisions of the Contract Documents requires CONTRACTOR or the Project Designer to give written notice to CITY, it shall be deemed to have been validly given if delivered in person to the person designated in the Contract Documents as CITY REP, or if delivered at or sent by registered or certified mail, postage prepaid, to the City Engineer addressed as follows:

City of Chandler
Public Works Department
Attn: City Engineer
P.O. Box 4008, Mail Stop 405
Chandler, AZ 85244-4008

- B. When any provisions of the Contract Documents requires CITY, CITY REP, or the Project Designer to give written notice to CONTRACTOR, it shall be deemed to have been validly given if delivered in person to the person designated in the Contract Documents as CONTRACTOR'S Resident Superintendent, or if delivered at or sent by registered or certified mail, postage prepaid, to CONTRACTOR at the last address in the Contract Documents or such substitute address which CONTRACTOR designates in writing, or to the business address known to the giver of notice.

19.5 Computation of Time

When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation. Unless otherwise specified any action required shall be accomplished within a reasonable time.

19.6 Conflict of Interest

Pursuant to A.R.S. Sec. 38-511, a municipality may, within three (3) years after its execution, cancel any contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the municipality is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any 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.

19.7 Assignment

- A. The performance of the Contract may not be assigned, except upon the written consent of the CITY. Consent will not be given to any proposed assignment which would relieve the original CONTRACTOR or their surety of their responsibilities under the Contract, nor will the CITY consent to any assignment of a part of the Work under the Contract.
- B. Upon obtaining a prior written consent of the CITY, the CONTRACTOR may assign moneys due or to become due them under the Contract, to the extent permitted by law, but any assignment of moneys shall be subject to all proper setoffs in favor of the CITY and to all deductions provided for in the Contract, and particularly all money withheld, whether assigned or not, shall be subject to being used by the CITY for the completion of the Work in the event that the CONTRACTOR should be in default therein.
- C. No assignment of the Contract will be approved unless it shall contain a provision that the funds to be paid to the assignee under the assignment are subject to a prior lien for services rendered or materials supplied for performance of the Work called for under the Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials and that the CITY may withhold funds due until all Work required by the Contract Documents is completed to the CITY'S satisfaction.

19.8 Notice of Injury

Should CITY or CONTRACTOR suffer injury or damage to their person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim shall be made in writing to the other party within seven (7) days of the first observance of such injury or damage.

END OF GENERAL CONDITIONS
ARTICLES 1 THROUGH 19