



**PURCHASING ITEM  
FOR  
COUNCIL AGENDA  
Memo No. CA10-031**

**1. Agenda Item Number:** 47

**2. Council Meeting Date:**  
August 27, 2009

**TO: MAYOR & COUNCIL**

**3. Date Prepared:** August 11, 2009

**THROUGH: CITY MANAGER**

**4. Requesting Department:** Public Works

**5. SUBJECT:** Award a Construction Manager at Risk contract to Pulice Construction Incorporated for improvements to McQueen Road from Queen Creek Road to Riggs Road Phase I, Project No. ST0810-401, in an amount not to exceed \$13,557,504.

**6. RECOMMENDATION:** Staff recommends that Council award a Construction Manager at Risk contract to Pulice Construction Incorporated for improvements to McQueen Road from Queen Creek Road to Riggs Road Phase I, Project No. ST0810-401, in an amount not to exceed \$13,557,504.

**BACKGROUND/DISCUSSION:** The agreement awards construction services for Phase I of the McQueen Road Improvement project which will allow McQueen Road to be improved to six traffic lanes from Queen Creek Road to Ocotillo Road. Portions of this roadway segment have been constructed to the half-street section by private developments along McQueen Road. This project will complete the half-street areas to full width major or minor arterial sections and construct the full street section in the areas that are currently two lanes only. This project will also include improvements to Queen Creek Road from McQueen Road to just east of Airport Boulevard, widening two consolidated canal crossings, relocation of two SRP irrigation pipes, pressure reducing valve installations, adding raised medians, bike lanes, turn lanes, sidewalks, curbs, gutters, street lighting, traffic signals, traffic signal interconnects, storm drainage, landscaping, pedestrian path, equestrian path, right-of-way acquisition and utility relocations. Additionally, this project will include reclaimed water line extensions outside the new roadway and intersection improvements and provide water and sewer laterals to all undeveloped parcels. Phase I construction is expected to begin in September 2009 and will be completed in approximately 9 months.

As part of the contract, the City is allowing the contractor to close McQueen Road between Queen Creek Road and Appleby Road for 5 weeks starting in November 2009 for the McQueen Road bridge construction work. The closure will allow the contractor to work more efficiently providing not only a cost savings of approximately \$300,000, but will also reduce the overall length of the bridge construction duration in that area from 5 months down to 1 month. The road closure will require that the entrance to the solid waste drop-off facility on McQueen Road be closed during this period, and vehicles detoured to the Queen Creek Road entrance for the 5-week period. Prior to the road closure staff will mail and hand out information flyers, advertise the change in the newspapers, and set-up variable message boards to notify the public.

**8. EVALUATION:** The City's selection process was developed in accordance with state law for Construction Manager at Risk services. Eight Statements of Qualifications were received from qualified firms on July 16, 2008. The selection committee included the following members:

- Paul Young, Senior Engineer
- Kurt Krause, Engineer Project Manager
- William Fay, Public Works Engineer
- Bob Fortier, Construction Project Manager
- Tom Goddere, Registered Contractor / Resident

The three contractors short-listed were Pulice Construction, Inc., Achen-Gardner Engineering, LLC and Hunter Contracting Co. Pulice Construction, Inc. was selected based on qualifications, current workload, and experience, and is recommended for approval for this contract. The costs proposed for this project were comparable to staff estimates and historical prices.

**9. FINANCIAL IMPLICATIONS:**

Cost:	\$13,557,504
Savings:	\$
Long Term Costs:	\$23,770/yr – Street and Landscape Operations

**Fund Source:**

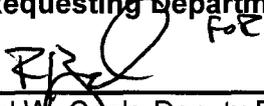
<u>Acct. No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
415.3310.0000.6517.8ST478	Arterial St Impact Fees	McQueen Road (Queen Creek to Riggs Rd)	FY 07/08	55,139
415.3310.0000.6517.9ST478	Arterial St Impact Fees	McQueen Road (Queen Creek to Riggs Rd)	FY 08/09	42,841
415.3310.0000.6517.10T478	Arterial St Impact Fees	McQueen Road (Queen Creek to Riggs Rd)	FY 09/10	10,663,257
411.3310.0000.6517.10T478	GO Bonds	McQueen Road (Queen Creek to Riggs Rd)	FY 09/10	117,909
601.3820.0000.6714.10W110	Water Bond	Water System Upgrades w/Street Repairs	FY 09/10	341,250
601.3820.0000.6712.8WA076	Water Bond	Transmission Mains	FY 07/08	1,665,544
611.3910.0000.6817.9WW266	Wastewater Bond	Sewer Assessment & Rehab	FY 08/09	314,144
615.3910.0000.6817.10S332	Wastewater Operating	Wastewater System Upgrades w/Street Repairs	FY 09/10	357,420

**10. PROPOSED MOTION:** Move that Council award a Construction Manager at Risk contract to Pulice Construction Incorporated for improvements to McQueen Road from Queen Creek Road to Riggs Road Phase I, Project No. ST0810-401, in an amount not to exceed \$13,557,504, and authorize the Mayor to sign the contract documents.

**ATTACHMENTS:** Location Map, Contract

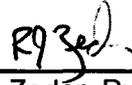
**APPROVALS**

**11. Requesting Department**



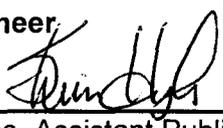
Daniel W. Cook, Deputy Public Works Director

**12. Department Head**



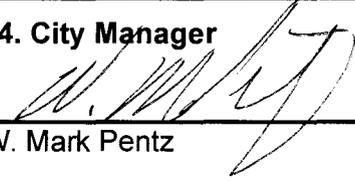
R.J. Zeder, Public Works Director

**13. City Engineer**



Sheina Hughes, Assistant Public Works Director/City Engineer

**14. City Manager**



W. Mark Pentz



# McQUEEN RD IMPROVEMENTS PHASE I (QUEEN CREEK RD TO OCOTILLO RD PROJECT NO. ST0810-401



**MEMO NO. CA10-031**

**PROJECT AREA**



**CONSTRUCTION MANAGER AT RISK  
CONSTRUCTION CONTRACT**

**PROJECT TITLE: McQueen Road Improvements Phase I**  
**PROJECT NO: ST0810-401**

This CONTRACT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the City of Chandler, 215 E. Buffalo Street, Chandler, Arizona 85225, (hereinafter referred to as "CITY,") and **Pulice Construction, Inc. an Arizona corporation**, (hereinafter referred to as "CM@RISK.")

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

**1. ARTICLE ONE – 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 Agreement, references to CONTRACTOR and to CM@RISK in said General Conditions refer to CM@RISK herein.

**2. ARTICLE TWO – DEFINITIONS**

Words used in this Agreement 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.

**3. ARTICLE THREE – 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).

3.3. 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.

#### 4. ARTICLE FOUR – 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. **ST0810-401** and is described as follows: construction of McQueen Road Improvements Phase I 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 in Exhibit B, attached hereto and incorporated by reference. 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.

#### 5. ARTICLE FIVE – 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 Ray Buglion

#### 6. ARTICLE SIX - CONTRACT TIME

6.1. Completion time. The Work shall be substantially complete within **Two Hundred Ten (210)** 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 **Two Hundred Forty (240)** 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 Agreement entitling CITY to terminate the Agreement 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 Agreement entitling CITY to all the remedies set forth herein or provided by law.

## **7. ARTICLE SEVEN - LIQUIDATED AND SPECIAL DAMAGES**

### **7.1. Liquidated Damages:**

**7.1.1.** 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.

**7.1.2.** 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 **Seventeen Hundred Eighty** dollars and no cents (**\$1780**) 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 **Eight Hundred Ninety** dollars and no cents (**\$890**) 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.

## **8. ARTICLE EIGHT - 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 **Thirteen Million Five Hundred Fifty Seven Thousand Five Hundred Four dollars (\$13,557,504)** ("Guaranteed Maximum Price"), as set forth in Exhibit A, A-2, A-3 and A-4 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, Exhibit A-1, attached hereto and incorporated herein by reference. 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 One Million Four Hundred Thirty Seven Thousand Seven Hundred Seventy Two dollars Forty Four cents (\$1,437,772.44) ("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 A, A2, A3 and A4 attached hereto and incorporated by reference..

**8.3.** 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.

**8.4.** 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 Agreement or relating to the Work or Project other than as expressly provided in this Article 8.

**8.5.** 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.

**8.6.** 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,

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

**8.6.2.** 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.

**8.6.3.** 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.

**8.7. 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.

**8.8. 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.

**8.9. 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.

**8.10. 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 Agreement 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 Agreement.

## **9. ARTICLE NINE - 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.

## **10. ARTICLE TEN – 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.

## **11. ARTICLE ELEVEN - 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.

## **12. ARTICLE TWELVE – CONTRACT DOCUMENTS, DRAWINGS AND ADDENDA**

The Contract Documents which comprise the entire agreement 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: McQueen Road Improvements Phase I Project No. ST0810-201

**12.3.** The Drawings, comprised of a set entitled: McQueen Road Improvements Phase I Project No. ST0810-201

**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).

## **13. ARTICLE THIRTEEN – 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'S obligations under the contract documents. Exhibit C and Exhibit D attached hereto and incorporated in by reference.

## 14. ARTICLE FOURTEEN – INSURANCE

### 14.1. General Requirements:

- A. CM@RISK, at its own expense, shall purchase and maintain insurance of the types and amounts required in this section, with companies possessing a current A.M. Best, Inc. rating of B++6, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY.
- B. With the exception of professional liability policies, policies written on a “Claims made” basis are not acceptable without written permission from the City’s Risk Manager.
- C. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of CITY, constitute a material breach of this Agreement and may result in termination of this contract.
- D. If any of the insurance policies are not renewed prior to expiration, payments to the CM@RISK may be withheld until these requirements have been met, or at the option of the City, the City may pay the Renewal Premium and withhold such payments from any monies due the CM@RISK.
- E. All insurance policies, except Workers’ Compensation and Professional Liability required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this contract, the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- F. CM@RISK’s insurance shall be primary insurance over any insurance available to the CITY and as to any claims resulting from this contract, it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- G. The insurance policies, except Workers’ Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against CITY, its agents, representatives, officers, directors, officials and employees for any claims arising out of CM@RISK’s acts, errors, mistakes, omissions, work or service.
- H. The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of CM@RISK. CM@RISK shall be solely responsible for the deductible and/or self-insured retention. The amounts of any self-insured retentions shall be noted on the Certificate of Insurance. CITY, at its option, may require CM@RISK to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit. Self-insured retentions (SIR) in excess of \$25,000 will not be accepted except with permission of the Management Services Director/designee.
- I. All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least thirty (30) days prior written notice has been given to CITY.

- J. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the CM@RISK with reasonable promptness in accordance with the CM@RISK's information and belief.
- K. In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the CM@RISK until such time as the CM@RISK shall furnish such additional security covering such claims as may be determined by the CITY.

#### **14.2. Proof of Insurance - Certificates of Insurance**

- A. Prior to commencing work or services under this Agreement, CM@RISK shall furnish to CITY Certificates of Insurance, issued by CM@RISK's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and obtain from the City's Risk Management Division approval of such Certificates.
- B. If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the City of Chandler five (5) days prior to the expiration date.
- C. All Certificates of Insurance shall identify the policies in effect on behalf of CM@RISK, their policy period(s), and limits of liability. Each Certificate shall include the job site and project number and title. Coverage shown on the Certificate of Insurance must coincide with the requirements in the text of the contract documents. Information required to be on the certificate of Insurance may be typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance company.
- D. CITY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. CITY shall not be obligated, however, to review same or to advise CM@RISK of any deficiencies in such policies and endorsements, and such receipt shall not relieve CM@RISK from, or be deemed a waiver of CITY's right to insist on, strict fulfillment of CM@RISK's obligations under this Agreement.

#### **14.3. Required Coverage**

Such insurance shall protect CM@RISK from claims set forth below which may arise out of or result from the operations of CM@RISK under this Contract and for which CM@RISK may be legally liable, whether such operations be by the CM@RISK or by a Sub-consultant or subCM@RISK or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Coverage under the policy will be at least as broad as Insurance Services Office, Inc., policy form CG00011093 or equivalent thereof, including but not limited to severability of interest and waiver of subrogation clauses.

- A. Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- B. Claims for damages because of bodily injury, occupational sickness or disease, or death of the CM@RISK's employees;

- C. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the CM@RISK's employees;
- D. Claims for damages insured by usual personal injury liability coverage;
- E. Claims for damages, other than to Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- F. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; Coverage will be at least as broad as Insurance Service Office, Inc., coverage Code "I" "any auto" policy form CA00011293 or equivalent thereof.
- G. Claims for bodily injury or property damage arising out of completed operations;
- H. Claims involving contractual liability insurance applicable to the CM@RISK's obligations under the Indemnification Agreement;
- I. Claims for injury or damages in connection with one's professional services;
- J. Claims involving construction projects while they are in progress. Such insurance shall include coverage for loading and off loading hazards. If any hazardous material, as defined by any local, state or federal authorities are to be transported, MCS 90 endorsement shall be included;

**14.3.1. Commercial General Liability - Minimum Coverage Limits:**

The Commercial General Liability insurance required herein shall be written for not less than \$1,000,000 limits of liability or ten percent (10%) of the Contract Price, whichever coverage is greater. Any combination between general liability and excess general liability alone amounting to a minimum of \$1,000,000 per occurrence (or 10% per occurrence) and an aggregate of \$2,000,000 (or 20% whichever is greater) in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services, Inc's (ISO) Additional Insured, Form B, CG 20101001, and shall include coverage for CM@RISK's operations and products, and completed operations.

**14.3.2. General Liability - Minimum Coverage Limits**

- A. The General Liability insurance required herein, including, Comprehensive Form, Premises-Operations, Explosion and Collapse, Underground Hazard, Products/Completed Operations, Contractual Insurance, Broad Form Property Damage, Independent CM@RISKS, and Personal Injury shall be written for Bodily Injury and Property Damage Combined shall be written for not less than \$1,000,000 or 10% of the contract cost and with a \$2,000,000 aggregate.
- B. Automobile Liability: CM@RISK shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the CM@RISK's work. Coverage shall be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards if hazardous substances, materials or wastes are to be

transported and a MCS 90 endorsement shall be included with coverage limits of \$5,000,000 per accident for bodily injury and property damage.

**14.3.3. Worker's Compensation and Employer's Liability:**

CM@RISK shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over CM@RISK's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease coverage for each employee, and \$1,000,000 disease policy limit. In case any work is subcontracted, CM@RISK will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of CM@RISK.

**14.3.4. Builders' Risk (Property) Insurance:**

CM@RISK shall purchase and maintain in force on a replacement cost basis, Builders' Risk insurance in the amount of the initial Contract Amount as well as subsequent modifications thereto for the entire work at the site. Such Builders' Risk insurance shall be maintained until final payment has been made or until no person or entity other than the City of Chandler has an insurable interest in the property required to be covered, whichever is earlier. The insurance shall, at a minimum, cover the perils insured under the Insurance Services Office, Inc. (ISO) special causes of loss form CP1030, and shall be endorsed as needed to provide full coverage for loss or damage from collapse, including collapse resulting from design error. CM@RISK shall provide and maintain Builder's Risk insurance covering construction activities including but not limited to fire, extended coverage, vandalism and malicious mischief, theft, collapse, flood, with the coverage limit of not less than the contract value, less site preparation.

**14.3.5. Construction Insurance:**

CM@RISK shall provide and maintain construction insurance coverage listed below until the project is accepted by the City of Chandler which shall be written for 100% of the completed value covering the City of Chandler as the insured.

- A. For construction of new buildings: "Builders Risk Form" - all risk forms with an extension of buildings coverage to include personal property of others in the care, custody and control of the insured.
- B. For additions or repairs of existing buildings or structures: "Builders Risk Completed Value Form", covering CM@RISKs' interest in improvements, repairs, additions, alteration to completed buildings, and subject the coverages described in item A above.
- C. For construction of bridges, viaducts or similar structures: "Bridge Builders Risk Form", All Risk Contract.

**15. ARTICLE FIFTEEN - INDEMNIFICATION**

To the fullest extent permitted by law, CM@RISK shall defend, indemnify and hold harmless the City of Chandler, its agents, representatives, officers, directors, officials and employees, individually and collectively, (hereinafter CoC) from and against all losses, claims, damages, suits, actions, payments, judgments, demands, expenses and costs, including, but not limited to, attorney's fees, defense costs, court costs, and the cost of appellate proceedings, or actions of any kind and nature, wages or overtime compensation due employees in rendering service under this Contract and whether to any person or property, including natural resources and any claim made under the Fair Labor Standards Act or any other federal or state laws, related to, arising out of, or alleged to have resulted from acts, errors, mistakes, omissions, work or services of CM@RISK, its employees, agents, or any tier of subcontractors in the performance of this Contract or of any other

person for whose acts, errors, mistakes or omissions CM@RISK may be legally liable, and from any claims or amounts arising or recovered under Workers' Compensation laws or any other law, bylaw, or ordinance, order or decree or any failure on the part of CM@RISK, its agents, employees or representatives to fulfill CM@RISK'S obligations under this Contract. This indemnity shall not be construed to include losses, claims, damages, suits, or actions of any kind and nature, to the extent arising from or alleged to have resulted from the errors, mistakes or omissions of CoC, (other than CM@RISK, its employees, agents, or any tier of subcontractors). The provisions of this paragraph shall survive termination of this Contract.

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

## **16. ARTICLE SIXTEEN - 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.

## **17. ARTICLE SEVENTEEN – 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.

## **18. ARTICLE - EIGHTEEN TERMINATION WITHOUT CAUSE**

CITY may at any time and for any or no reason, at its convenience, terminate this Agreement 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 Agreement 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.

## **18. ARTICLE NINETEEN - 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 accordance with A.R.S. §35-393.06, the Contractor hereby certifies that the offeror does not have scrutinized business operations in Iran.

In accordance with A.R.S. §35-391.06, the Contractor hereby certifies that the offeror does not have scrutinized business operations in Sudan."

**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.

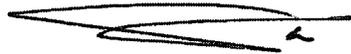
By completing and signing this form and attached Employee Verification Worksheet the contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

<b>Project Number/Division: ST0810-401 McQueen Road Improvements Phase I</b>
<b>Name (as listed in the contract): Pulice Construction, Inc.</b>
<b>Street Name and Number: 2033 W. Mountain View Rd.</b>
<b>City: Phoenix State: AZ Zip Code: 85201-1922</b>

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: STEPHEN BASILA

Title: PRESIDENT

Date (month/day/year): 8/19/09

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 \_\_\_\_\_, 2009.

CITY OF CHANDLER

CONSTRUCTION MANAGER AT RISK

\_\_\_\_\_  
MAYOR Date

By: \_\_\_\_\_  
Signature

*STEPHEN BASILA*

Printed or Typed

ADDRESS FOR NOTICE

City of Chandler  
P.O. Box 4008, Mail Stop 407  
Chandler, AZ 85244-4008  
Phone: 480-782-3307  
Fax: 480-782-3355

ADDRESS FOR NOTICE

\_\_\_\_\_  
Pulice Construction, Inc.  
\_\_\_\_\_  
2033 W. Mountain View Rd.  
\_\_\_\_\_  
Phoenix, AZ 85201-1922  
\_\_\_\_\_  
Phone: (602) 944-2241  
\_\_\_\_\_  
Fax: (602) 870-3396

ATTEST:

\_\_\_\_\_  
City Clerk

ATTEST: \_\_\_\_\_ Corporation  
*Tom J...*  
\_\_\_\_\_  
Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney by: *[Signature]* SEAL

**EXHIBIT A  
GMP SCHEDULE OF VALUES**

Item No.	Description	Unit	Quantity	Unit price	Total Price	PUBLIC WORKS (PW)	MUNICIPAL UTILITIES (MUD)
<b>GENERAL ITEMS - PUBLIC WORKS &amp; MUNICIPAL UTILITIES</b>							
010	MOBILIZATION	LS	1	\$25,334.71	\$25,334.71	\$25,334.71	\$0.00
020	CLEAR & GRUB	LS	1	\$13,156.13	\$13,156.13	\$10,656.47	\$2,499.66
030	CONSTRUCTION WATER	MGAL	20,000	\$7.38	\$147,600.00	\$119,556.00	\$28,044.00
040	SWPPP	LS	1	\$15,000.00	\$15,000.00	\$12,150.00	\$2,850.00
8000	TRAFFIC CONTROL	DY	248	\$600.00	\$148,800.00	\$120,528.00	\$28,272.00
9000	QUALITY CONTROL	LS	1	\$43,900.00	\$43,900.00	\$35,559.00	\$8,341.00
10000	CONSTRUCTION SURVEY	LS	1	\$48,600.00	\$48,600.00	\$39,366.00	\$9,234.00
10500	PICK-UP BROOM	HR	1,408	\$80.00	\$112,640.00	\$112,640.00	\$0.00
<b>SUBTOTAL GENERAL ITEMS - PUBLIC WORKS &amp; MUNICIPAL UTILITIES</b>					<b>\$555,030.84</b>	<b>\$475,790.18</b>	<b>\$79,240.66</b>
<b>REMOVAL ITEMS - PUBLIC WORKS</b>							
100	REMOVE EXISTING 5" ASPHALTIC CONCRETE	SY	23,341	\$1.73	\$40,379.93	\$40,379.93	\$0.00
110	SAWCUT EXISTING 5" ASPHALTIC CONCRETE	LF	4,747	\$0.74	\$3,512.78	\$3,512.78	\$0.00
115	REMOVE EXISTING CURB & GUTTER	LF	515	\$4.31	\$2,219.65	\$2,219.65	\$0.00
120	REMOVE EXISTING CURB	LF	0	\$4.40	\$0.00	\$0.00	\$0.00
125	REMOVE EXISTING SIDEWALK	SF	296	\$1.76	\$520.96	\$520.96	\$0.00
130	REMOVE EXISTING PCCP	SF	331	\$5.68	\$1,880.08	\$1,880.08	\$0.00
160	REMOVE EXISTING FENCE	LF	5,790	\$1.00	\$5,790.00	\$5,790.00	\$0.00
170	REMOVE/REPLACE AIRPORT MONUMENT	EA	2	\$14,662.52	\$29,325.04	\$29,325.04	\$0.00
175	REMOVE/REPLACE BUSINESS SIGN (COC WASTE STATION)	EA	1	\$6,358.00	\$6,358.00	\$6,358.00	\$0.00
180	REMOVE/DISPOSE EXISTING RIPRAP	SF	90	\$3.76	\$338.40	\$338.40	\$0.00
<b>SUBTOTAL REMOVAL ITEMS - PUBLIC WORKS</b>					<b>\$90,324.84</b>	<b>\$90,324.84</b>	<b>\$0.00</b>



340	INSTALL SIDEWALK RAMPS - MAG 231 TY. A	EA	12	\$1,918.72	\$23,024.64	\$23,024.64	\$0.00
342	INSTALL SIDEWALK RAMPS - MAG 233 TY. C	EA	1	\$1,481.92	\$1,481.92	\$1,481.92	\$0.00
345	R/R SIDEWALK RAMP - ADA COMPLIANCE	EA	10	\$2,845.20	\$28,452.00	\$28,452.00	\$0.00
350	INSTALL 8' VALLEY GUTTER - COC C-233	SF	4,686	\$7.98	\$37,394.28	\$37,394.28	\$0.00
355	INSTALL 3' VALLEY GUTTER - COC C-233	SF	0	\$8.41	\$0.00	\$0.00	\$0.00
360	INSTALL DRIVEWAY - MAG 250	SF	7,400	\$4.46	\$33,004.00	\$33,004.00	\$0.00
370	INSTALL DRIVEWAY - SD O2	SF	4,182	\$4.53	\$18,944.46	\$18,944.46	\$0.00
375	INSTALL SRP 9" PCCP DRIVEWAY	SF	3,511	\$6.21	\$21,803.31	\$21,803.31	\$0.00
376	INSTALL SRP 4" ASPHALT DRIVEWAY	SF	15,722	\$3.80	\$59,743.60	\$59,743.60	\$0.00
380	INSTALL 4' CONCRETE SCUPPER - COC C-500	EA	0	\$5,460.92	\$0.00	\$0.00	\$0.00
381	INSTALL 8' CONCRETE SCUPPER - COC C-500	EA	2	\$6,535.64	\$13,071.28	\$13,071.28	\$0.00
382	INSTALL 12' CONCRETE SCUPPER - COC C-500	EA	3	\$8,112.08	\$24,336.24	\$24,336.24	\$0.00
383	INSTALL 16' CONCRETE SCUPPER - COC C-500	EA	0	\$9,688.52	\$0.00	\$0.00	\$0.00
384	INSTALL 20' CONCRETE SCUPPER - COC C-500	EA	1	\$11,950.76	\$11,950.76	\$11,950.76	\$0.00
390	INSTALL GROUTED COBBLESTONE	SY	77	\$105.67	\$8,136.59	\$8,136.59	\$0.00
395	INSTALL RETAINING WALL (ADOT STD.) (COC WASTE STATION)	SF	2,400	\$49.05	\$117,720.00	\$117,720.00	\$0.00
400	INSTALL CATCH BASIN - MAG 533-1 (13' WING)	EA	0	\$1,671.16	\$0.00	\$0.00	\$0.00
401	INSTALL CATCH BASIN - MAG 533-1 (17' WING)	EA	1	\$2,897.40	\$2,897.40	\$2,897.40	\$0.00
402	INSTALL CATCH BASIN - MAG 533-1 (26' WING)	EA	2	\$4,123.64	\$8,247.28	\$8,247.28	\$0.00
403	INSTALL CATCH BASIN - MAG 533-1 (36' WING)	EA	1	\$6,349.88	\$6,349.88	\$6,349.88	\$0.00
	<b>SUBTOTAL CONCRETE ITEMS - PUBLIC WORKS</b>				<b>\$709,296.46</b>	<b>\$709,296.46</b>	<b>\$0.00</b>
	<b>FENCE ITEMS - PUBLIC WORKS</b>						
1200	INSTALL 6" CHAIN LINK FENCE	LF	1,906	\$8.70	\$16,582.20	\$16,582.20	\$0.00
1210	INSTALL BARB WIRE FENCE	LF	0	\$3.00	\$0.00	\$0.00	\$0.00
1220	INSTALL PIPE RAIL FENCE	LF	0	\$15.00	\$0.00	\$0.00	\$0.00
1230	INSTALL PIPE CABLE FENCE (APPLEBY ROAD)	LF	1,725	\$12.50	\$21,562.50	\$21,562.50	\$0.00
	<b>SUBTOTAL FENCE ITEMS - PUBLIC WORKS</b>				<b>\$38,144.70</b>	<b>\$38,144.70</b>	<b>\$0.00</b>
	<b>STRIPING ITEM - PUBLIC WORKS</b>						
6000	REMOVE THERMO-PLASTIC STRIPE	LF	1,240	\$1.15	\$1,426.00	\$1,426.00	\$0.00

6010	RAISED PAVEMENT MARKER TY. D	EA	185	\$3.72	\$688.20	\$688.20	\$0.00
6020	RAISED PAVEMENT MARKER TY. G	EA	744	\$3.72	\$2,767.68	\$2,767.68	\$0.00
6030	RAISED PAVEMENT MARKER TY. DB (HYDRANT - BLUE)	EA	25	\$6.76	\$169.00	\$169.00	\$0.00
6040	4" WHITE THERMO-PLASTIC STRIPE	LF	22,100	\$0.16	\$3,536.00	\$3,536.00	\$0.00
6055	BIKE SYMBOL & ARROW	EA	12	\$101.35	\$1,216.20	\$1,216.20	\$0.00
6060	THERMO-PLASTIC ARROW (LEFT)	EA	13	\$162.15	\$2,107.95	\$2,107.95	\$0.00
6070	THERMO-PLASTIC ARROW (RIGHT)	EA	12	\$162.15	\$1,945.80	\$1,945.80	\$0.00
6080	4" WHITE PAINT STRIPE	LF	25,600	\$0.16	\$4,096.00	\$4,096.00	\$0.00
6090	4" YELLOW PAINT STRIPE	LF	5,400	\$0.16	\$864.00	\$864.00	\$0.00
6100	PAINTED MEDIAN NOSE	EA	16	\$87.83	\$1,405.28	\$1,405.28	\$0.00
6120	TEMPORARY STRIPE	LF	25,000	\$0.16	\$4,000.00	\$4,000.00	\$0.00
6130	OBLITERATION	LF	2,000	\$1.15	\$2,300.00	\$2,300.00	\$0.00
	<b>SUBTOTAL STRIPING ITEMS - PUBLIC WORKS</b>				<b>\$26,522.11</b>	<b>\$26,522.11</b>	<b>\$0.00</b>
	<b>SIGNING ITEMS - PUBLIC WORKS</b>						
5000	PERFORATED SIGN POST	LF	188	\$15.00	\$2,820.00	\$2,820.00	\$0.00
5010	PERFORATED SIGN POST FOUNDATION	EA	25	\$165.00	\$4,125.00	\$4,125.00	\$0.00
5020	FLAT SHEET ALUM. SIGN PANEL (ENG. GRADE)	SF	144	\$20.00	\$2,880.00	\$2,880.00	\$0.00
5030	OBJECT MARKER (8"x18")	EA	3	\$34.00	\$102.00	\$102.00	\$0.00
5035	OBJECT MARKER (18"x18")	EA	6	\$46.00	\$276.00	\$276.00	\$0.00
5040	RELOCATE EXISTING SIGN	EA	16	\$175.00	\$2,800.00	\$2,800.00	\$0.00
5050	REMOVE EXISTING SIGN	EA	28	\$51.00	\$1,428.00	\$1,428.00	\$0.00
	<b>SUBTOTAL SIGNING ITEMS - PUBLIC WORKS</b>				<b>\$14,431.00</b>	<b>\$14,431.00</b>	<b>\$0.00</b>
	<b>LANDSCAPING ITEMS - PUBLIC WORKS</b>						
7000	CONCRETE MEDIAN PAVERS	SF	3,485	\$3.47	\$12,092.95	\$12,092.95	\$0.00
7005	GRASS RESTORATION	SF	3,597	\$0.08	\$287.76	\$287.76	\$0.00
7010	6' CLEAR YUCCA	EA	14	\$398.23	\$5,575.22	\$5,575.22	\$0.00
7015	UNDER 6' CLEAR YUCCA	EA	7	\$276.53	\$1,935.71	\$1,935.71	\$0.00
7020	48" BOX TREE	EA	8	\$630.00	\$5,040.00	\$5,040.00	\$0.00
7030	36" BOX TREE	EA	43	\$323.00	\$13,889.00	\$13,889.00	\$0.00

7040	24" BOX TREE	EA	69	\$120.00	\$8,280.00	\$8,280.00	\$0.00
7050	15 GAL SHRUB	EA	66	\$45.00	\$2,970.00	\$2,970.00	\$0.00
7060	5 GAL SHRUB/ACCENT	EA	1,052	\$10.75	\$11,309.00	\$11,309.00	\$0.00
7070	3/4" SCREENED MADISON GOLD DECOMPOSED GRANITE	SF	129,805	\$0.32	\$41,537.60	\$41,537.60	\$0.00
7080	DECOMPOSED GRANITE - MATCH EXISTING	SF	34,141	\$0.34	\$11,607.94	\$11,607.94	\$0.00
7085	1/4" MINUS DECOMPOSED GRANITE (CURB/ROW)	SF	11,107	\$0.23	\$2,554.61	\$2,554.61	\$0.00
7090	ELECTRIC METER	EA	2	\$1,500.00	\$3,000.00	\$3,000.00	\$0.00
7100	WATER METER AND TAP	EA	2	\$3,500.00	\$7,000.00	\$7,000.00	\$0.00
7110	REDUCED PRESSURE BACKFLOW PREVENTOR (1-1/2")	EA	1	\$1,435.00	\$1,435.00	\$1,435.00	\$0.00
7115	REDUCED PRESSURE BACKFLOW PREVENTOR (1")	EA	1	\$1,120.50	\$1,120.50	\$1,120.50	\$0.00
7120	MAINLINE FILTER	EA	2	\$806.00	\$1,612.00	\$1,612.00	\$0.00
7130	IRRIGATION BOOSTER	EA	1	\$8,719.00	\$8,719.00	\$8,719.00	\$0.00
7140	IRRIGATION CONTROLLER - 12 STATION	EA	2	\$4,345.00	\$8,690.00	\$8,690.00	\$0.00
7145	IRRIGATION CONTROLLER - 24 STATION	EA	1	\$4,649.00	\$4,649.00	\$4,649.00	\$0.00
7150	BALL VALVE 1-1/2" - BRONZE	EA	6	\$113.00	\$678.00	\$678.00	\$0.00
7160	1" DRIP REMOTE CONTROL VALVE	EA	14	\$195.00	\$2,730.00	\$2,730.00	\$0.00
7170	DRIP PRESSURE REGULATOR & BASKET FILTER	EA	14	\$123.00	\$1,722.00	\$1,722.00	\$0.00
7180	QUICK COUPLER VALVE ASSM	EA	7	\$144.00	\$1,008.00	\$1,008.00	\$0.00
7190	MULTI-PORT EMITTER ASSM	EA	461	\$18.61	\$8,579.21	\$8,579.21	\$0.00
7200	SINGLE-PORT EMITTER ASSM	EA	1,423	\$5.55	\$7,897.65	\$7,897.65	\$0.00
7220	1-1/2" SCH 40 PVC - NON POTABLE	LF	3,944	\$1.69	\$6,665.36	\$6,665.36	\$0.00
7230	1" SCH 40 PVC - NON POTABLE	LF	17	\$1.53	\$26.01	\$26.01	\$0.00
7240	3/4" SDR 21 PIPE - CLASS 200 - NON POTABLE	LF	10,103	\$0.99	\$10,001.97	\$10,001.97	\$0.00
7250	8" DWV SLEEVE PIPE- SCH 40	LF	3	\$7.00	\$21.00	\$21.00	\$0.00
7260	6" DWV SLEEVE PIPE- SCH 40	LF	1,708	\$4.85	\$8,283.80	\$8,283.80	\$0.00
7270	4" DWV SLEEVE PIPE- SCH 40	LF	161	\$3.40	\$547.40	\$547.40	\$0.00
7280	EQUESTRIAN TRAIL (STABILIZED GRANITE W/ABC BASE)	SF	15,625	\$1.42	\$22,187.50	\$22,187.50	\$0.00
7295	1 GAL GROUND COVER	EA	523	\$4.35	\$2,275.05	\$2,275.05	\$0.00
7296	GROUND COVER 5GAL (AIRPORT MONUMENT)	EA	10	\$10.75	\$107.50	\$107.50	\$0.00
7297	36" BOX TREE (AIRPORT MONUMENT)	EA	6	\$323.00	\$1,938.00	\$1,938.00	\$0.00
7298	R/R IRRIGATION SYSTEM (AIRPORT MONUMENT)	LS	1	\$1,500.00	\$1,500.00	\$1,500.00	\$0.00
7300	TEMPORARY IRRIGATION SYSTEM	LS	1	\$904.67	\$904.67	\$904.67	\$0.00
7400	90 DAY MAINTENANCE	LS	0.33	\$5,150.00	\$1,699.50	\$1,699.50	\$0.00
							\$232,077.91
<b>SUBTOTAL LANDSCAPING ITEMS - PUBLIC WORKS</b>							<b>\$232,077.91</b>
							\$0.00

ELECTRICAL ITEMS - PUBLIC WORKS									
Item No.	Description	Unit	Quantity	Unit Price	Total Price	Material Price	Installation Price	Subcontractor Price	Other Price
2000	REMOVE & SALVAGE TRAFFIC SIGNALS	EA	1	\$3,500.00	\$3,500.00	\$3,500.00	\$0.00	\$0.00	\$0.00
2010	TRAFFIC SIGNAL FACE TY. F - LED	EA	12	\$630.00	\$7,560.00	\$7,560.00	\$0.00	\$0.00	\$0.00
2020	TRAFFIC SIGNAL FACE TY. Q - LED	EA	8	\$980.00	\$7,840.00	\$7,840.00	\$0.00	\$0.00	\$0.00
2030	250W HPS LUMINAIRE (HORIZONTAL)	EA	5	\$270.00	\$1,350.00	\$1,350.00	\$0.00	\$0.00	\$0.00
2040	ELECTRICAL CONDUCTORS (CHANDLER HEIGHTS)	LS	0	\$9,160.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2050	ELECTRICAL CONDUCTORS (OCOTILLO)	LS	1	\$7,100.00	\$7,100.00	\$7,100.00	\$0.00	\$0.00	\$0.00
2060	ELECTRICAL CONDUCTORS (QUEEN CREEK)	LS	1	\$7,100.00	\$7,100.00	\$7,100.00	\$0.00	\$0.00	\$0.00
2080	CONTROL CABINET - TY. IV	EA	0	\$25,320.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2090	LOAD CENTER CABINET TY. II 120/240V	EA	0	\$2,445.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2100	INTERNALLY LUMINATED SIGNS	EA	0	\$3,245.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2105	RE-INSTALL INTERNALLY LUMINATED SIGNS	EA	1	\$690.00	\$690.00	\$690.00	\$0.00	\$0.00	\$0.00
2110	PULL BOX No. 7	EA	7	\$515.00	\$3,605.00	\$3,605.00	\$0.00	\$0.00	\$0.00
2120	PULL BOX No. 7 W/EXTENSION	EA	14	\$590.00	\$8,260.00	\$8,260.00	\$0.00	\$0.00	\$0.00
2130	PULL BOX No. 9	EA	3	\$2,925.00	\$8,775.00	\$8,775.00	\$0.00	\$0.00	\$0.00
2140	PEDESTRIAN PUSH BUTTON	EA	5	\$250.00	\$1,250.00	\$1,250.00	\$0.00	\$0.00	\$0.00
2150	POLE FOUNDATION - TY. R & TY. Q	EA	1	\$2,370.00	\$2,370.00	\$2,370.00	\$0.00	\$0.00	\$0.00
2160	POLE FOUNDATION TY. G	EA	3	\$1,215.00	\$3,645.00	\$3,645.00	\$0.00	\$0.00	\$0.00
2180	OPTICOM PRE-EMPTION SYSTEM	EA	1	\$1,440.00	\$1,440.00	\$1,440.00	\$0.00	\$0.00	\$0.00
2190	CONDUIT 2" W/ 1/4" PULL ROPE	LF	72	\$25.00	\$1,800.00	\$1,800.00	\$0.00	\$0.00	\$0.00
2195	CONDUIT 2-1/2" W/ 1/4" PULL ROPE	LF	0	\$9.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2200	CONDUIT 3" W/ 1/4" PULL ROPE	LF	14	\$16.00	\$224.00	\$224.00	\$0.00	\$0.00	\$0.00
2205	CONDUIT 4" W/ 1/4" PULL ROPE (TRENCHED)	LF	43	\$15.00	\$645.00	\$645.00	\$0.00	\$0.00	\$0.00
2206	CONDUIT 4" W/ 1/4" PULL ROPE (DIRECTIONAL BORE)	LF	519	\$25.00	\$12,975.00	\$12,975.00	\$0.00	\$0.00	\$0.00
2210	CONDUIT 4" W/3 1-1/4" INTERDUCTS & 1/4" PULL ROPE (TRENCHED)	LF	1,587	\$13.00	\$20,631.00	\$20,631.00	\$0.00	\$0.00	\$0.00
2211	CONDUIT 4" W/3 1-1/4" INTERDUCTS & 1/4" PULL ROPE (DIR. BORE)	LF	950	\$37.00	\$35,150.00	\$35,150.00	\$0.00	\$0.00	\$0.00
2220	CONDUIT 4" W/3 1-1/4" JNT. TRENCH & 1/4" PULL ROPE (TRENCHED)	LF	5,763	\$10.00	\$57,630.00	\$57,630.00	\$0.00	\$0.00	\$0.00
2221	CONDUIT 4" W/3 1-1/4" JNT. TRENCH & 1/4" PULL ROPE (DIR. BORE)	LF	0	\$37.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2230	PEDESTRIAN SIGNAL (MAN/HAND) LED	EA	8	\$420.00	\$3,360.00	\$3,360.00	\$0.00	\$0.00	\$0.00
2240	FIBER OPTIC CABLE - 6 FIBER (SINGLE MODE)	LF	20	\$73.00	\$1,460.00	\$1,460.00	\$0.00	\$0.00	\$0.00
2250	FIBER OPTIC CABLE - 144 FIBER	LF	5,280	\$3.75	\$19,800.00	\$19,800.00	\$0.00	\$0.00	\$0.00
2251	FIBER OPTIC CABLE SPLICING	LS	1	\$9,820.00	\$9,820.00	\$9,820.00	\$0.00	\$0.00	\$0.00
2260	TRAFFIC SIGNAL MOUNTING ASSM - TY. II	EA	8	\$115.00	\$920.00	\$920.00	\$0.00	\$0.00	\$0.00



SRP01	(6) 3" PVC SCH 40 RACKED & ENCASED (48" MIN COVER)(SRP SPECS)	LF	11,909	\$56.00	\$666,904.00	\$666,904.00	\$0.00
SRP02	3 PHASE TRANSFORMER PAD (SRP FURNISHED)	EA	1	\$435.00	\$435.00	\$435.00	\$0.00
SRP03	PULL BOX - FLUSH MOUNT (SRP FURNISHED)	EA	1	\$445.00	\$445.00	\$445.00	\$0.00
SRP04	SWITCH PAD (SRP FURNISHED)	EA	11	\$1,855.00	\$20,405.00	\$20,405.00	\$0.00
SRP05	1 PHASE TRANSFORMER PAD (SRP FURNISHED)	EA	10	\$435.00	\$4,350.00	\$4,350.00	\$0.00
SRP06	FEEDER PULING ENCLOSURE (SRP FURNISHED)	EA	9	\$585.00	\$5,265.00	\$5,265.00	\$0.00
SRP07	5' x 5' BORE PIT	EA	2	\$240.00	\$480.00	\$480.00	\$0.00
SRP08	(6) 3" PVC SCH 40 (DIRECTIONAL BORE)	LF	175	\$71.00	\$12,425.00	\$12,425.00	\$0.00
	<b>SUBTOTAL SRP JOINT TRENCH - PUBLIC WORKS</b>				<b>\$710,709.00</b>	<b>\$710,709.00</b>	<b>\$0.00</b>
	<b>BRIDGE ITEMS - PUBLIC WORKS</b>						
	<b>McQUEEN ROAD BRIDGE</b>						
700	REMOVE STRUCTURAL CONCRETE	CY	265	\$121.89	\$32,300.85	\$32,300.85	\$0.00
705	REMOVE CHANNEL LINING	CY	510	\$76.97	\$39,254.70	\$39,254.70	\$0.00
710	STRUCTURE EXCAVATION	CY	11,662	\$12.80	\$149,273.60	\$149,273.60	\$0.00
715	STRUCTURE BACKFILL	CY	6,944	\$20.64	\$143,324.16	\$143,324.16	\$0.00
720	STRUCTURE CONCRETE (CLASS 2500)	CY	37	\$411.58	\$15,228.46	\$15,228.46	\$0.00
725	STRUCTURE CONCRETE (CLASS S 3500)	CY	1,678	\$220.33	\$369,713.74	\$369,713.74	\$0.00
730	STRUCTURE CONCRETE (CLASS S 4500)	CY	937	\$315.29	\$295,426.73	\$295,426.73	\$0.00
732	SAW/SEAL BRIDGE DECK	SY	2,000	\$3.50	\$7,000.00	\$7,000.00	\$0.00
735	REINFORCING STEEL	LB	775,000	\$0.37	\$286,750.00	\$286,750.00	\$0.00
740	REINFORCED CHANNEL LINING	SF	16,000	\$2.44	\$39,040.00	\$39,040.00	\$0.00
745	42" PED RAILING (WING WALLS) MAG 145	LF	440	\$25.00	\$11,000.00	\$11,000.00	\$0.00
750	32" F-SHAPE BARRIER	LF	73	\$142.91	\$10,432.43	\$10,432.43	\$0.00
755	APPROACH SLABS	SF	10,800	\$9.77	\$105,516.00	\$105,516.00	\$0.00
760	INSTALL PCCP	SY	4,053	\$32.63	\$132,249.39	\$132,249.39	\$0.00
765	COMBO PED-TRAFFIC RAIL	LF	230	\$159.91	\$36,779.30	\$36,779.30	\$0.00
	<b>QUEEN CREEK ROAD BRIDGE</b>						
800	REMOVE STRUCTURAL CONCRETE	CY	170	\$266.19	\$45,252.30	\$45,252.30	\$0.00
805	REMOVE CHANNEL LINING	CY	45	\$168.15	\$7,566.75	\$7,566.75	\$0.00
810	STRUCTURE EXCAVATION	CY	320	\$22.77	\$7,286.40	\$7,286.40	\$0.00

815	STRUCTURE BACKFILL	CY	554	\$27.91	\$15,462.14	\$15,462.14	\$0.00
820	STRUCTURE CONCRETE (CLASS 2500)	CY	23	\$340.86	\$7,839.78	\$7,839.78	\$0.00
825	STRUCTURE CONCRETE (CLASS S 3500)	CY	112	\$580.57	\$65,023.84	\$65,023.84	\$0.00
830	STRUCTURE CONCRETE (CLASS S 4500)	CY	55	\$1,621.51	\$89,183.05	\$89,183.05	\$0.00
832	MICRO-SILICA OVERLAY EXISTING BRIDGE	CY	40	\$1,800.00	\$72,000.00	\$72,000.00	\$0.00
835	COMBO PED-TRAFFIC RAIL	LF	52	\$243.23	\$12,647.96	\$12,647.96	\$0.00
840	REINFORCING STEEL	LB	34,980	\$0.37	\$12,942.60	\$12,942.60	\$0.00
845	PLACE DOWELS	EA	184	\$16.95	\$3,118.80	\$3,118.80	\$0.00
850	REINFORCED CHANNEL LINING	SF	844	\$3.86	\$3,257.84	\$3,257.84	\$0.00
855	APPROACH SLABS	SF	3,860	\$10.06	\$38,831.60	\$38,831.60	\$0.00
856	INSTALL PCCP	SY	1,278	\$44.43	\$56,781.54	\$56,781.54	\$0.00
860	CHANNEL DEWATERING	LS	1	\$25,000.00	\$25,000.00	\$25,000.00	\$0.00
<b>BRIDGE ITEMS SUBTOTAL - PUBLIC WORKS</b>					<b>\$2,135,483.96</b>	<b>\$2,135,483.96</b>	<b>\$0.00</b>
<b>SRP &amp; PRIVATE IRRIGATION FACILITIES - PUBLIC WORKS</b>							
140	REMOVE CONCRETE LINED DITCH	LF	0	\$8.23	\$0.00	\$0.00	\$0.00
145	REMOVE & BKFL PRIVATE IRRIGATION DITCH	SF	0	\$3.78	\$0.00	\$0.00	\$0.00
150	REMOVE IRRIGATION DITCH HEADWALL	EA	0	\$1,118.66	\$0.00	\$0.00	\$0.00
154	REMOVE & BKFL IRRIGATION PIPE	LF	0	\$15.86	\$0.00	\$0.00	\$0.00
155	REMOVE 30" SRP IRRIGATION PIPE	LF	500	\$16.79	\$8,395.00	\$8,395.00	\$0.00
156	R/R PCCP (SRP 36" PIPE REMOVAL/INSTALLATION)	SF	800	\$12.66	\$10,128.00	\$10,128.00	\$0.00
157	REMOVE 36" SRP IRRIGATION PIPE	LF	460	\$18.16	\$8,353.60	\$8,353.60	\$0.00
410	INSTALL HEADWALL - MAG 501 - U TYPE	EA	0	\$3,475.12	\$0.00	\$0.00	\$0.00
420	INSTALL CONCRETE LINED DITCH	LF	0	\$75.00	\$0.00	\$0.00	\$0.00
430	INSTALL 24" RGRCP IRRIGATION PIPE (CL. V)	LF	0	\$94.12	\$0.00	\$0.00	\$0.00
431	INSTALL 30" RGRCP - SRP IRRIGATION	LF	800	\$94.83	\$75,864.00	\$75,864.00	\$0.00
432	INSTALL 36" RGRCP - SRP IRRIGATION	LF	472	\$111.32	\$52,543.04	\$52,543.04	\$0.00
<b>SUB-TOTAL SRP &amp; PRIVATE IRRIGATION FACILITIES - PUBLIC WORKS</b>					<b>\$155,283.64</b>	<b>\$155,283.64</b>	<b>\$0.00</b>
<b>STORM DRAIN ITEMS - PUBLIC UTILITIES</b>							

435	INSTALL HEADWALL - MAG 501	EA	4	\$2,838.67	\$11,354.68	\$11,354.68	\$0.00
440	INSTALL 48" STORM DRAIN MANHOLE - MAG 520, 522	EA	3	\$5,888.58	\$17,665.74	\$17,665.74	\$0.00
445	INSTALL 60" STORM DRAIN MANHOLE - MAG 520, 522	EA	1	\$6,713.42	\$6,713.42	\$6,713.42	\$0.00
450	INSTALL 24" RGRCP - CL III	LF	0	\$76.56	\$0.00	\$0.00	\$0.00
460	INSTALL 30" RGRCP - CL III	LF	1,493	\$81.84	\$122,187.12	\$122,187.12	\$0.00
470	INSTALL 36" RGRCP - CL III	LF	160	\$84.41	\$13,505.60	\$13,505.60	\$0.00
	<b>SUBTOTAL STORM DRAIN ITEMS - MUNICIPAL UTILITIES</b>				<b>\$171,426.56</b>	<b>\$171,426.56</b>	<b>\$0.00</b>
	<b>WATERLINE ITEMS - MUNICIPAL UTILITIES</b>						
500	INSTALL 6" DIP WATERLINE	LF	153	\$101.22	\$15,486.66	\$0.00	\$15,486.66
501	INSTALL 6" DIP WATERLINE (NEW HYDRANT )	LF	867	\$104.54	\$90,636.18	\$0.00	\$90,636.18
502	INSTALL 8" DIP WATERLINE	LF	692	\$125.86	\$87,095.12	\$0.00	\$87,095.12
505	INSTALL 12" DIP WATERLINE	LF	0	\$155.19	\$0.00	\$0.00	\$0.00
506	INSTALL 16" DIP WATERLINE (QC BRIDGE)	LF	740	\$146.17	\$108,165.80	\$0.00	\$108,165.80
507	INSTALL 30" CASING / SKID PIPE (QC BRIDGE)	LF	60	\$379.06	\$22,743.60	\$0.00	\$22,743.60
508	INSTALL 16" DIP RE-ALIGNMENT (QC BRIDGE)	EA	1	\$11,870.58	\$11,870.58	\$0.00	\$11,870.58
509	TIE -IN NEW 16" DIP TO EXISTING (QC BRIDGE)	EA	1	\$9,448.10	\$9,448.10	\$0.00	\$9,448.10
510	INSTALL 2" ARV (QC BRIDGE)	EA	1	\$5,662.16	\$5,662.16	\$0.00	\$5,662.16
511	INSTALL 6" WATER VALVE - MAG 391 (NEW HYDRANT)	EA	13	\$2,280.54	\$29,647.02	\$0.00	\$29,647.02
512	INSTALL 8" WATER VALVE - MAG 391	EA	10	\$2,590.57	\$25,905.70	\$0.00	\$25,905.70
515	INSTALL 12" WATER VALVE - MAG 391	EA	0	\$4,225.19	\$0.00	\$0.00	\$0.00
520	INSTALL 16" WATER VALVE - MAG 391	EA	6	\$7,133.94	\$42,803.64	\$0.00	\$42,803.64
530	INSTALL 8" DIP RECLAIM WATERLINE	LF	387	\$99.27	\$38,417.49	\$0.00	\$38,417.49
540	INSTALL 12" DIP RECLAIM WATERLINE	LF	0	\$108.23	\$0.00	\$0.00	\$0.00
541	INSTALL 2" COPPER RE-ALIGNMENT (CB CONFLICT)	EA	1	\$5,705.42	\$5,705.42	\$5,705.42	\$0.00
543	INSTALL 8" DIP RE-ALIGNMENT (CB CONFLICT)	EA	2	\$11,018.61	\$22,037.22	\$22,037.22	\$0.00
544	INSTALL 16" DIP RE-ALIGNMENT (CB CONFLICT)	EA	3	\$15,318.25	\$45,954.75	\$45,954.75	\$0.00
545	INSTALL 24" DIP RE-ALIGNMENT (CB CONFLICT)	EA	2	\$18,834.22	\$37,668.44	\$37,668.44	\$0.00
546	INSTALL 24" DIP RECLAIM RE-ALIGNMENT (CB CONFLICT)	EA	1	\$19,191.79	\$19,191.79	\$19,191.79	\$0.00
547	INSTALL 36" DIP RECLAIM RE-ALIGNMENT (CB CONFLICT)	EA	0	\$33,127.36	\$0.00	\$0.00	\$0.00
548	INSTALL 16" TAPPING SLEEVE - MAG 340 & 342	EA	13	\$6,675.31	\$86,779.03	\$0.00	\$86,779.03
550	INSTALL 24" TAPPING SLEEVE - MAG 340 & 342	EA	2	\$7,701.17	\$15,402.34	\$0.00	\$15,402.34

555	INSTALL 36" TAPPING SLEEVE - MAG 340 & 342	EA	2	\$8,797.45	\$17,594.90	\$0.00	\$17,594.90	
560	JACK & BORE - 16" WATERLINE (McQUEEN BRIDGE)	LF	200	\$749.05	\$149,810.00	\$149,810.00		
561	INSTALL 16" DIP WATERLINE (McQUEEN BRIDGE)	LF	230	\$214.55	\$49,346.50	\$49,346.50		
562	TIE-IN NEW 16" TO EXISTING (McQUEEN BRIDGE)	EA	2	\$11,274.24	\$22,548.48	\$22,548.48		
563	JACK & BORE - 24" WATERLINE (McQUEEN BRIDGE)	LF	200	\$795.75	\$159,150.00	\$159,150.00		
564	INSTALL 24" DIP WATERLINE (McQUEEN BRIDGE)	LF	218	\$328.55	\$71,623.90	\$71,623.90		
565	TIE-IN NEW 24" TO EXISTING (McQUEEN BRIDGE)	EA	2	\$11,891.67	\$23,783.34	\$23,783.34		
566	JACK & BORE - 24" RECLAIM WATERLINE (McQUEEN BRIDGE)	LF	185	\$799.99	\$147,998.15	\$147,998.15		
567	INSTALL 24" DIP RECLAIM WATERLINE (McQUEEN BRIDGE)	LF	175	\$364.38	\$63,766.50	\$63,766.50		
568	TIE-IN NEW 24" RECLAIM TO EXISTING (McQUEEN BRIDGE)	EA	2	\$11,891.66	\$23,783.32	\$23,783.32		
570	INSTALL NEW HYDRANT	EA	13	\$3,072.66	\$39,944.58	\$0.00	\$39,944.58	
575	RELOCATE HYDRANT - MAG 360 & 362	EA	5	\$3,842.99	\$19,214.95	\$19,214.95	\$0.00	
580	INSTALL NEW WATER SERVICE	EA	3	\$4,207.70	\$12,623.10	\$12,623.10	\$0.00	
585	RELOCATE EXISTING WATER SERVICE	EA	0	\$2,897.40	\$0.00	\$0.00	\$0.00	
590	RELOCATE BACKFLOW ASSEMBLY	EA	0	\$2,354.46	\$0.00	\$0.00	\$0.00	
595	RELOCATE ARV	EA	0	\$3,348.94	\$0.00	\$0.00	\$0.00	
598	RELOCATE EXISTING VALVE	EA	0	\$2,872.36	\$0.00	\$0.00	\$0.00	
<b>SUBTOTAL WATERLINE ITEMS - MUNICIPAL UTILITIES</b>						<b>\$1,521,808.76</b>	<b>\$874,205.86</b>	<b>\$647,602.90</b>
<b>SEWER ITEMS - MUNICIPAL UTILITIES</b>								
190	REMOVE EXISTING SEWER PLUGS	EA	1	\$314.55	\$314.55	\$0.00	\$314.55	
195	REMOVE EXISTING SEWER CLEANOUT	EA	0	\$707.74	\$0.00	\$0.00	\$0.00	
600	INSTALL SEWER PLUG - MAG 427	EA	2	\$209.86	\$419.72	\$0.00	\$419.72	
610	INSTALL 8" VCP SEWER	LF	524	\$91.37	\$47,877.88	\$0.00	\$47,877.88	
630	INSTALL 48" SEWER MANHOLE - MAG 420	EA	1	\$8,995.07	\$8,995.07	\$0.00	\$8,995.07	
640	INSTALL 60" SEWER MANHOLE - MAG 420	EA	2	\$13,025.70	\$26,051.40	\$0.00	\$26,051.40	
645	EXISTING SEWER MANHOLE REHABILITATION	EA	18	\$12,512.85	\$225,231.30	\$0.00	\$225,231.30	
650	ADJUST EXISTING MONITORING WELL	EA	1	\$10,000.00	\$10,000.00	\$10,000.00	\$0.00	
<b>SUBTOTAL SEWER ITEMS - MUNICIPAL UTILITIES</b>						<b>\$318,889.92</b>	<b>\$10,000.00</b>	<b>\$308,889.92</b>





## **EXHIBIT A-1 CLARIFICATIONS AND ASSUMPTIONS**

- **ITEM 155; REMOVE EXISTING 30" SRP PIPE:**
  - ❖ EXISTING SRP PIPE ASSUMED TO BE CIPP. SRP DRY-UP OF LINE SHALL BE APPROPRIATED IN ORDER TO PERFORM REMOVAL.
  
- **ITEM 156, 157; R/R EXIST. PCCP & REMOVE 36" SRP PIPE:**
  - ❖ EXISTING SRP PIPE ASSUMED TO BE CIPP.
  - ❖ SRP DRY-UP OF LINE SHALL BE APPROPRIATED IN ORDER TO PERFORM REMOVAL AND INSTALLATION.
  - ❖ NEW PIPE TO BE CONNECTED TO EXISTING MANHOLE UTILIZING COLLAR. EXISTING MANHOLE TO REMAIN IN PLACE WITH NO REMEDIAL WORK PERFORMED OTHER THAN CONNECTION OF NEW LINE.
  
- **ITEMS 170, 175; REMOVE AND REPLACE EXISTING SIGN MONUMENTS.**
  - ❖ MONUMENT SIGNS ARE TO BE REMOVED AND REPLACED IN KIND AT A LOCATION DETERMINED WITHIN THE 100% PLANS.
  
- **ITEM 210; SUBGRADE OVER-EX:**
  - ❖ OVER-EX QUANTITY WAS CALCULATED UTILIZING THE SQUARE YARDS OF NEW ROADWAY TO BE CONSTRUCTED AT A DEPTH OF 1.0FT AS PROVIDED IN THE SPECIFICATIONS.
  
- **ITEM 509; TIE TO EXISTING 16" WATER LINE:**
  - ❖ ASSUME EXISTING 12" AND 16" WATER LINES CAN BE SHUT DOWN SIMULTANEOUSLY IN ORDER TO REMOVE EXISTING 16x16x12 TEE AND INSTALL NEW 16x12 CROSS UTILIZING EXISTING VALVES AS SHOWN ON THE 95% UTILITY PLANS.
  
- **ITEMS 560, 561, 562, 563, 564, 565, 566, 567, 568; BORE, INSTALL CASING AND PIPE, CONNECT TO EXISTING 16" WATER, 24" WATER AND 24" RECLAIM LINES:**
  - ❖ ASSUMED TO BORE PRIOR TO SRP DRY-UP, INSTALLING CASING AND ASSOCIATED PIPE. ASSUME EXISTING LINES HAVE THE ABILITY TO BE SHUT DOWN FOR A MINIMUM TIME PERIOD OF 10 HOURS EACH.
  - ❖ TIE-INS CAN BE COMPLETED DURING THE SRP DRY-UP AND THE CLOSURE OF McQUEEN ROAD.
  - ❖ ASSUME TO ABANDON EXISTING WATERLINE AND CASING IN PLACE, UTILIZING DIP END CAPS ON ALL WATERLINES.
  
- **ITEM 645; EXISTING MANHOLE REHABILITATION:**
  - ❖ TO INCLUDE REMOVAL OF EXISTING T-LOCK FROM TOP TO "LOW FLOW LINE" AND RECOATING WITH AN APPROVED COC COATING FROM TOP TO "LOW FLOW LINE OF MANHOLE.
  - ❖ IF COMPOSITE LINERS ARE REQUIRED, ADDITIONAL COST ARE TO BE ALLOCATED THROUGH CONTINGENCY.

- ❖ ALL REHAB WORK TO BE PERFORMED IN ITS ENTIRETY IN CONJUNCTION WITH PHASE 1 OF THE PROJECT.
- **ITEMS 700 THRU 765; McQUEEN STRUCTURE:**
    - ❖ McQUEEN ROAD IS TO BE CLOSED FROM QUEEN CREEK ROAD – APPLEBY ROAD (1) WEEK PRIOR TO START OF SCHEDULED SRP DRY-UP AND REMAIN CLOSED THROUGH DURATION OF SRP SCHEDULED DRY UP.
    - ❖ SRP POWER TO PROVIDE THE NECESSARY SHOE-FLY OF EXISTING POWER LINES AT NW SIDE OF STRUCTURE IN ORDER TO CONSTRUCT NEW BRIDGE STRUCTURE.
    - ❖ ASSUMED ALL CHANNEL FLOOR OUTSIDE THE NEW BRIDGE STRUCTURE SHALL BE SHOTCRETE.
- **ITEMS 800 THRU 856; QUEEN CREEK STRUCTURE:**
    - ❖ SRP TO PROVIDE BRACING OF EXISTING POLES IN PROXIMITY OF BRIDGE STRUCTURE AND IS TO DE-ENERGIZE EXISTING POWER LINES ADJACENT TO BRIDGE STRUCTURE.
    - ❖ ASSUME OVERLAY TO BE IN ACCORDANCE TO ADOT STANDARD SPECIFICATION WITH THE CORRESPONDING SPECIFICATIONS AND DETAILS PROVIDED FOR WITHIN 100 % PLANS.
- **ITEM 860; DEWATERING:**
    - ❖ TO BE UTILIZED FOR DEWATERING SUBSEQUENT TO SRP DRY UP AND FOR REMEDIAL SURFACE RUN-OFF DURING THE CONSTRUCTION PHASE OF BRIDGE CONSTRUCTION
- **ITEMS 900 & 902; PROCESS/FINISH ABC:**
    - ❖ A COPY OF THE SCALE TICKETS WILL BE PROVIDED AS A MATTER OF RECORD TO THE CITY OF CHANDLER IN ORDER TO SUBSTANTIATE TONNAGE FOR PAYMENT.
    - ❖ THE CITY OF CHANDLER WILL NOT BE HELD RESPONSIBLE OR COMPENSATE THE CONTRACTOR FOR EXCESS MATERIAL (WASTE) DUE TO THE CONTRACTORS NEGLIGENCE OR INEFFICIENT QUANTITY CONTROL.
- **ITEM 905; TEMPORARY ASPHALT:**
    - ❖ TO BE CONSIDERED AN ALLOWANCE ITEM AND PAYMENT MADE ONLY FOR THE SQUARE YARDAGE INSTALLED..
    - ❖ ASPHALT PLACED IS TO BE 3" THICK ON NATIVE MATERIAL.
    - ❖ SQUARE YARD UNIT PRICE IS TO INCLUDE ANY INCIDENTAL GRADING REQUIRED FOR ASPHALT INSTALLATION.
- **ITEMS 970; TRMSS FOG SEAL:**
    - ❖ APPLICATION ASSUMED TO BE AT THE DISCRETION OF THE CITY OF CHANDLER.
    - ❖ STRIPING IS NOT TO OCCUR PRIOR TO TRMSS APPLICATION – CITY OF CHANDLER HAS OPTION TO TEMPORARY STRIPE AT ADDITIONAL COST UTILIZING GMP UNIT RATES.
- **ITEMS 1200, 1210, 1220, 1230; FENCE INSTALLATION:**
    - ❖ ASSUMED TO REPLACE EXISTING FENCE WITH NEW (LIKE – IN KIND) AT GIVEN LOCATION.

- ❖ NO DETAILS PROVIDED FOR ANY FENCING TYPE – ALL FENCE TO BE INSTALLED IN ACCORDANCE TO MAG SPECIFICATIONS.
  - ❖ PIPE/CABLE FENCE TO BE INSTALLED ALONG NORTH SIDE OF APPLEBY ROAD.
- **ITEMS 2000 THRU 4080; ELECTRICAL:**
- ❖ "POINT OF SERVICE" FOR TRAFFIC SIGNALS IS ASSUMED TO BE WITHIN 200' OF INTERSECTION IN ANY GIVEN DIRECTION..
  - ❖ IF INTERCONNECT AND STREET LIGHTING ARE TO BE PLACED IN SRP JOINT TRENCH – THEN QUANTITIES AT ITEM PRICE FOR ALL ITEMS REFERENCING JOINT TRENCH, INTERCONNECT AND STREET LIGHTING SHALL BE PAID
- **ITEMS 7000 THRU 7400; LANDSCAPING:**
- ❖ LANDSCAPE AND IRRIGATION SHALL BE COMPENSATED FOR AT THE BID UNIT PRICE FOR QUANTITY INSTALLED.
  - ❖ 1/4" DECOMPOSED GRANITE IS TO BE PLACED IN ROW AREAS THAT ARE NOT LANDSCAPED. AN ESTIMATED QUANTITY WAS PROVIDED BY DESIGN AND IS TO BE INCORPORATED IN THE 100% PLANS. ANY DEVIATION FROM THE QUANTITY PROVIDED SHALL BE ADJUSTED ACCORDINGLY AT CORRESPONDING BID UNIT PRICE.
  - ❖ WATER METERS ARE TO BE PROVIDED BY THE CITY OF CHANDLER AND INSTALLED BY THE CONTRACTOR.
  - ❖ TEMPORARY IRRIGATION ITEM ONLY RELATES TO THE McQUEEN BAPTIST CHURCH AS IDENTIFIED ON PAGE IR09 OF THE 95 % PLANS. NO OTHER TEMPORARY IRRIGATION NEEDS WERE IDENTIFIED..
  - ❖ THE 1-YEAR WARRANTY IS EXPLICITLY FOR THE IRRIGATION MATERIAL AND EQUIPMENT. AFTER THE 1-YEAR WARRANTY EXPIRES, THE CITY OF CHANDLER SHALL BE RESPONSIBLE FOR ALL MATERIAL AND EQUIPMENT.
- **ITEM 8000; TRAFFIC CONTROL:**
- ❖ TRAFFIC CONTROL IS TO CONFORM TO CITY OF CHANDLER AND MUTCD MANUALS.
  - ❖ REQUESTS FOR ADDITIONAL MATERIAL WILL BE ADHERED AND THE CITY SHALL BE CHARGED ACCORDINGLY FOR THEIR REQUESTS.
- **ITEM 9000; QUALITY CONTROL:**
- ❖ QUALITY CONTROL SHALL BE PERFORMED BY THE CONTRACTOR.
  - ❖ QUALITY CONTROL SHALL ADHERE TO CITY OF CHANDLER AND MAG SPECIFICATIONS AND FREQUENCIES FOR TESTING
  - ❖ THE CONTRACTOR WILL PROVIDE ALL NECESSARY DOCUMENTATION AND SUBMIT A MONTHLY REPORT FOR RECORD TO THE CITY OF CHANDLER.
- **ITEM 10500; PICKUP BROOM:**
- ❖ TO BE UTILIZED BY THE CONTRACTOR TO MEET MARICOPA COUNTY AND PM 10 CONFORMANCES THROUGH THE DURATION OF THE PROJECT.
- **ITEM 11000; GENERAL CONDITIONS:**
- ❖ UNIT PRICE IS BASED ON A PER MONTH COST FOR THE ANTICIPATED TIME OF 18 MONTHS AND SHALL BE PAID MONTHLY FOR THE DURATION OF THE PROJECT.
  - ❖ GENERAL CONDITIONS ARE TO BE PAID IN THE EVENT ACTIVITIES ARE HALTED AT THE REQUEST OF THE CITY OF CHANDLER DUE TO NO FAULT OF THE CONTRACTOR.

- ❖ SHOULD NO CHANGES OCCUR AND THE PROJECT CONTINUES BEYOND THE 18 MONTHS DUE TO NO FAULT OF THE CITY OF CHANDLER, NO ADDITIONAL COMPENSATION WILL BE RENDERED.

➤ **ITEMS 14000, 15000, 16000 & 17000; BOND, INSURANCE, BUILDERS RISK & SALES TAX:**

- ❖ COSTS ARE GENERATED BASED ON TOTAL AMOUNT OF CONTRACT AT TIME OF GMP.
- ❖ BUILDERS RISK IS REQUIRED BY THE CITY OF CHANDLER AND IS A ONE TIME COST BASED ON THE ORIGINAL CONTRACT VALUE. ADJUSTMENTS TO THIS ITEM SHALL NOT BE IMPLIED.

➤ **ITEMS PRV1 THRU PRV10; PRV STATION & ZONE SPLITS:**

- ❖ ASSUME THE CITY OF CHANDLER HAS THE ABILITY TO CLOSE ALL NECESSARY EXISTING WATERLINE VALVES TO ALLOW FOR NEW CONNECTIONS.
- ❖ ASSUME MINIMUM 10-HOUR SHUTDOWN OF EXISTING WATERLINES TO MAKE APPROPRIATE CONNECTIONS.
- ❖ ALL PRV AND ZONE SPLIT WORK TO BE PERFORMED IN ITS ENTIRETY IN CONJUNCTION WITH PHASE 1 OF THE PROJECT.

**EXHIBIT A-2  
GENERAL CONDITIONS**

Item No.	Description	Unit	Quantity	Unit price	Total Price
11000.1	PROJECT MANAGER	MO	18	\$ 12,555.00	\$ 225,990.00
11000.2	PROJECT SUPERINTENDENT	MO	18	\$ 9,825.00	\$ 176,850.00
11000.3	PROJECT ENGINEER	MO	15	\$ 9,822.00	\$ 147,330.00
11000.4	PROJECT SECRETARY	MO	18	\$ 5,180.00	\$ 93,240.00
11000.5	PICK-UP TRUCKS (3)	MO	18	\$ 6,119.33	\$ 110,148.00
11000.6	YARD RENTAL	MO	18	\$ 2,000.00	\$ 36,000.00
11000.7	OFFICE TRAILER	MO	18	\$ 1,000.00	\$ 18,000.00
11000.8	FIELD OFFICE & YARD UTILITIES	MO	18	\$ 2,370.00	\$ 42,660.00
11000.9	IT SUPPORT	MO	18	\$ 300.00	\$ 5,400.00
11000.10	YARD SECURITY FENCE	MO	18	\$ 600.00	\$ 10,800.00
11000.11	OFFICE EQUIPMENT & SUPPLIES	MO	18	\$ 1,100.00	\$ 19,800.00
11000.12	OFFICE TRAILER TOILETS (5 EACH)	MO	18	\$ 125.00	\$ 2,250.00
11000.13	PROJECT FIELD TOILETS (5 EACH)	MO	18	\$ 575.00	\$ 10,350.00
11000.14	STORAGE CONTAINERS	MO	18	\$ 500.00	\$ 9,000.00
11000.15	DUMPSTERS & TRASH SERVICES	MO	18	\$ 1,000.00	\$ 18,000.00
11000.16	PROJECT ICE & DRINKING WATER	MO	18	\$ 600.00	\$ 10,800.00
	<b>TOTAL GENERAL CONDITIONS</b>				\$ 936,618.00
	<b>TOTAL GENERAL CONDITIONS PER MONTH</b>	<b>MO</b>	<b>18</b>		\$ 52,034.33

**EXHIBIT A-3  
SUBCONTRACTORS LIST**

Description	Subcontractor or Vendor	Amount	Selection Criteria
ADJUSTMENTS - UTILITY	SPECIALTY CONTRACTORS OF AZ	\$ 72,505.00	LOW BID / PREQUALIFIED
ASPHALT PAVING	SUNLAND ASPHALT	\$ 2,496,784.42	LOW BID / PREQUALIFIED
BARRICADES - TRAFFIC CONTROL	ROAD SAFE TRAFFIC SYSTEMS	\$ 358,783.44	LOW BID / PREQUALIFIED
DITCH LINING	HUNTER DITCH LINING	\$ 35,625.00	LOW BID / PREQUALIFIED
ELECTRICAL	ROADWAY ELECTRIC	\$ 2,241,014.00	LOW BID / PREQUALIFIED
FENCE	HUNTER GUARDRAIL & FENCE	\$ 43,964.00	LOW BID / PREQUALIFIED
HANDRAIL	HUNTER GUARDRAIL & FENCE	\$ 37,107.00	LOW BID / PREQUALIFIED
JACK & BORE	PIPE JACKING UNLIMITED	\$ 330,450.00	LOW BID / PREQUALIFIED
LANDSCAPE	EVERGREEN LAWN SPRINKLER	\$ 614,022.09	LOW BID / PREQUALIFIED
MANHOLES	PREACH	\$ 59,027.00	LOW BID / PREQUALIFIED
MANHOLE REHABILITATION	PREACH	\$ 475,000.00	LOW BID / PREQUALIFIED
MICRO-SEAL (CONCRETE)	PENHALL COMPANY	\$ 72,000.00	LOW BID / PREQUALIFIED
MILLING	SUNLAND ASPHALT	\$ 77,965.08	LOW BID / PREQUALIFIED
PAINTING	<i>ESTIMATE</i>	\$ 2,400.00	PULICE ESTIMATE
QUALITY CONTROL	HOQUE & ASSOCIATES	\$ 100,000.00	LOW BID / PREQUALIFIED
SAW/SEAL	A-CORE	\$ 21,185.00	LOW BID / PREQUALIFIED
SAWCUTTING	ROADWAY ELECTRIC	\$ 19,684.70	LOW BID / PREQUALIFIED
SHOTCRETE	SHOTCRETE SPECILISTS	\$ 32,340.48	LOW BID / PREQUALIFIED
SIGNING	ROADWAY ELECTRIC	\$ 34,419.00	LOW BID / PREQUALIFIED
STRIPING	PAVEMENT MARKING	\$ 69,240.25	LOW BID / PREQUALIFIED
STRUCTURAL STEEL	CMC	\$ 353,242.51	LOW BID / PREQUALIFIED
SURVEY	WOOD-PATEL & ASSOCIATES	\$ 123,000.00	LOW BID / PREQUALIFIED
TRUCKING	OTTO TRUCKING	\$ 183,680.00	LOW BID / PREQUALIFIED
WET TAPS	<i>ESTIMATE</i>	\$ 41,000.00	PULICE ESTIMATE

**TOTAL SUBCONTRACTOR**

**\$ 7,894,438.97**

**EXHIBIT A-4  
SUPPLIER /VENDOR LIST**

Description	Subcontractor or Vendor	Amount	Selection Criteria
AGGREGATES	CEMEX	\$ 1,350,883.25	LOW BID / PREQUALIFIED
CONCRETE	ARIZONA MATERIALS	\$ 585,948.73	LOW BID / PREQUALIFIED
DUMP FEES	ESTIMATE	\$ 25,800.00	PULICE ESTIMATE
FABRICS	EAGLE ENVIRONMENTAL	\$ 7,877.85	LOW BID / PREQUALIFIED
MISC. METALS	BLUE DOT STEEL	\$ 13,633.40	LOW BID / PREQUALIFIED
RGRCP	HANSEN PIPE	\$ 103,326.00	LOW BID / PREQUALIFIED
VAULTS	OLD CASTLE PRECAST	\$ 24,290.00	LOW BID / PREQUALIFIED
WATER/SEWER	FERGUSON WATERWORKS	\$ 898,721.85	LOW BID / PREQUALIFIED
WATER	CITY OF CHANDLER	\$ 295,600.00	LOW BID / PREQUALIFIED

**TOTAL SUPPLIER / VENDOR**

**\$ 3,306,081.08**

## EXHIBIT B SCOPE OF WORK

The McQueen Road Improvements Project consists of improving McQueen Road in three phases, along with remedial work on Queen Creek and Appleby Roads. Phase 1 parameters, Ocotillo Road – Queen Creek Road, as well as the remedial work on Queen Creek and Appleby Roads. Phase 2 parameters, Chandler Heights Road – Ocotillo Road and Phase 3 parameters are from Riggs Road – Chandler Heights Road.

- **PHASE 1 CONSTRUCTION**

- ✓ The portion of **Queen Creek Road** east from the McQueen Road intersection to Airport Blvd will be widened, thus creating the ultimate configuration to accommodate any further needs in the future for Queen Creek Road. An additional lane will be added to **Appleby Road** to the north of the current existing lane. **McQueen Road** will be widened to six lanes from Ocotillo Road – Queen Creek Road with a raised landscaped median. The existing roadway from Appleby Road north will be removed in its entirety to accommodate new construction. Portions of the existing roadway from Appleby Road south will remain and be treated with TRMSS once new construction is complete. Installation of PRV Stations and Zone Splits along with the remediation of designated existing manholes is to be included within this Phase.
- ✓ Listed below is an overview of the extent of work to be performed within **Phase 1** at the corresponding locations.
- Items to be included with **Queen Creek Road**, but not limited to are as follows;
  - Widening roadway to ultimate configuration
  - Widening the existing bridge over the SRP Consolidated Canal
  - Replacing existing SRP CIPP with RGRCP outside the roadway prism
  - An Equestrian Trail
  - Waterline installation
  - SRP Power – underground existing overhead utilities
  - Conduit & box configuration at Airport Blvd. for future traffic signals
  - Drainage scuppers
  - Retention basin
  - Raised curb median
  - Curb & gutter with detached sidewalk
  - Asphalt & PCCP paving

- **PHASE 1 CONSTRUCTION (cont.)**

- Items to be included with **Appleby Road**, but not limited to are as follows;

- Adding addition lane to north side of existing roadway
- Curb & gutter with attached sidewalk
- Fencing
- Removal of existing trees
- Asphalt paving

- Items to be included with **McQueen Road**, but not limited to are as follows;

- Remove existing asphalt
- Widen roadway to six lanes
- Remove existing SRP Box Structure at the Consolidated Canal
- Construct new Bridge at the SRP Consolidated Canal within scheduled SRP dry up
- Jack & Bore new waterlines under Consolidated Canal
- Retaining walls
- Remove/replace channel lining
- Raised curb median
- Curb & gutter with detached sidewalk
- Equestrian Trail
- SRP Power – underground existing overhead utilities
- Drainage scuppers
- Catch Basins
- Concrete & asphalt driveways
- ADA Sidewalk Ramps
- Valley gutters
- Retention basin
- Replacing existing SRP CIPP with RGRCP within the roadway prism
- Drainage pipe installation
- Water and sewer installation
- New manhole installation

- Landscape and Irrigation system
- Median decorative pavers
- Street lights
- Interconnect
- ROW Fencing
- Hydrant installation at purposed intervals
- Sewer manhole rehabilitation
- PRV & Zone Split installation
- Asphalt and PCCP paving
- TRMSS fog coat of exist asphalt
- Signing & Striping

• **LIST OF PLANS AND SPECIFICATIONS**

- ✓ The GMP is based on the following Plans and Specification:
  - 1) 100% Airport WPF PRV Stations and Zone Splits **Plans**, Project No. WA 0804-202, Dated May 14, 2009 by Engineering and Environmental Consultants, Inc.
  - 2) 100% Airport WPF PRV Stations and Zone Splits **Special Provisions**, Project No. WA 0804-202, Dated May 14, 2009 by Engineering and Environmental Consultants, Inc.
  - 3) Manhole Rehabilitation City of Chandler **Technical Specifications** Dated June – 2009, submitted by Ritoch-Powell.
  
- A) **GMP Schedule** - For the purpose of this contract, adverse weather conditions such as average days of rain per month are assumed to be 1 each per month. A weather-related delay may be claimed on days where rainfall did not actually occur, but follows a day of heavy rain that has impacted the schedule. That is, the first (14) days of weather – related delays will not result in delays to the project schedule. If the project experiences additional weather-related delays beyond this amount, the contractor shall be entitled to a commensurate extension of time associated with the delays and/or a GMP Price adjustment for additional costs associated with but not limited to General Conditions, accelerations, etc...
  
- B) **General Conditions** – This item is to be compensated for as a Lump Sum. The quantity of 18 months will be used to calculate partial payouts. This item's total price (Lump Sum) is subject to adjustment based on approved changes and/or approved extensions of time. If Phasing occurs, compensation shall be made for the given time at the monthly rate.
  
- C) **Work Item Descriptions and Unit of Measure** – Item “descriptions” and “unit of measure” included in Exhibits A and A1 shall serve to assist in the clarification of and definition of the scope of work included under each items of work.
  
- D) **Public Utilities (Not currently part of the scope of work)** – GMP excludes all costs associated with removing, replacing and/or relocating any; overhead utilities lines, existing SRP irrigation canal (not already specified), Qwest lines, private irrigation ditches (not already specified), or other conflicting utilities either overhead or underground. If any work in

coordination with the relocation of the existing utilities is required to be performed by Pulice Construction, Inc. the cost for this work will be funded from the Owners Contingency.

- E) **Hazardous Materials** – GMP proposal excludes any and all costs associated with handling and/or disposing of hazardous wastes.
- F) **Hard Dig** – GMP proposal excludes any Rock Excavation requiring blasting and/or hydraulic breakers of any kind.
- G) **Traffic Control Requirements** - All traffic control will be implemented to the City of Chandler and/or MUTCD Standards at all times.
- H) **McQueen Road Closure** - Per City of Chandler direction, the closure of McQueen Road has been allocated to perform the work necessary to remove the existing SRP Box and construct the new Bridge over the Consolidated Canal. The scheduled duration of road closure is for five (5) weeks and will start (1) week prior to the SRP scheduled dry up and will continue through the end of the four (4) week SRP scheduled dry up.

**EXHIBIT C  
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 \_\_\_\_\_, 20\_\_\_\_ for construction of **McQueen Road Improvements Phase I CITY PROJECT NO. ST0810-401** 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 agreement.

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 \_\_\_\_\_, 20\_\_\_\_ .

\_\_\_\_\_  
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: McQueen Road Improvements Phase I**

**PROJECT NUMBER: ST0810-401**

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: McQueen Road Improvements Phase I**  
**Project No.: ST0810-401**

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 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: McQueen Road Improvements Phase I  
Project No.: ST0810-401

(TO BE COMPLETED BY CONTRACTOR)

I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER PROJECT NO. ST0810-401 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**