CITY OF TEMPE, ARIZONA
ENGINEERING AND TRANSPORTATION DEPARTMENT
ENGINEERING DIVISION

CONTRACT DOCUMENTS

FOR

SEWER CAPACITY IMPROVEMENTS – 23RD STREET FROM PRIEST TO HARDY DRIVES
AND HARDY DRIVE FROM 23RD STREET TO BROADWAY ROAD

PROJECT NO. 3233018B

CONSTRUCTION MANAGER AT RISK
CONSTRUCTION SERVICES

APPROVED BY:

_________________________
Marilyn DeRosa, P.E., R.G.
Engineering and Transportation Director/City Engineer

CITY COUNCIL MEMBERS
Mayor – Mark W. Mitchell
Robin Arredondo-Savage        Lauren Kuby
Jennifer Adams                 Randy Keating
Joel Navarro                   Arlene Chin

CITY MANAGER
Andrew B. Ching

2019
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CITY OF TEMPE, ARIZONA
ENGINEERING AND TRANSPORTATION DEPARTMENT
DIVISION OF ENGINEERING

CONTRACT FOR CONSTRUCTION MANAGER AT RISK
CONSTRUCTION MANAGEMENT

This Contract is made and entered into this ___27th___ day of ____June______, 2019, by and between the City of Tempe, an Arizona municipal corporation ("City" or "Owner") and Achen-Gardner Construction, LLC, an Arizona limited liability company ("Construction Manager at Risk", "CM@Risk" or "Contractor").

A. WHEREAS, City desires to construct Sewer Capacity Improvements – 23rd Street from Priest to Hardy Drives and 23rd Street to Broadway Road in Tempe, Arizona, Maricopa County, Arizona, more particularly described herein;

B. WHEREAS, City and CM@Risk have reached an agreement, memorialized in this Contract, whereby CM@Risk will perform construction services for said improvements for payment by the City as set forth herein;

C. WHEREAS, City engages CM@Risk to perform professional construction management services and construct the Project known and described as Sewer Capacity Improvements – 23rd Street from Priest to Hardy Drives and 23rd Street to Broadway Road, Project No. 3233018B ("Project").

NOW, THEREFORE, City and CM@Risk, in consideration of the mutual representations and covenants set forth herein, and for other good and valuable consideration, do mutually agree as follows:

1. TERMS AND DEFINITIONS

For purposes of this Contract, the following definitions apply:

1.1. "Addendum" means a document issued by City prior to City Council award of this Contract that modifies or supersedes portions of the Contract as to additional specifications, forms or other information.

1.2. "Alternate Systems Evaluations" means alternatives for design, means and methods or other scope considerations that are evaluated by City using value engineering principles for a potential reduction of construction costs of a quality and functional Project per City requirements.

1.3. "Allowances" means unforeseen expenses incurred by CM@Risk that are difficult to quantify at the outset of the Contract. Such Allowances shall be determined by City in City’s sole discretion, upon submission for approval of such Allowances by CM@Risk. This provision in no way obligates City to pay for or assume responsibility for unforeseen expenses incurred by CM@Risk. Allowances are considered direct cost, and the city will allow CM@Risk to include these in the
Cost of the Work and charge the agreed upon rates of overhead, profit, insurance, bonds, and sales taxes to each respective Allowance bid item as defined in the Schedule of Values in Exhibit “A”.

1.4. “Amendment” means a written modification of the terms and conditions of this Contract signed by the parties of the Contract.

1.5. “Business Day” means any calendar day except Saturdays, Sundays and holidays observed by City.

1.6. “Calendar Day” means every day shown on the calendar including Saturdays, Sundays and holidays.

1.7. “Change Order” means a written agreement entered into after the award of CM@Risk that alters or amends the Contract.

1.8. “Construction Fee” means CM@Risk’s total administrative costs, including home office overhead if any, and profit, whether at CM@Risk’s principal or branch offices.

1.9. “Construction Manager Professional” means the person, firm or corporation having a Contract with the City to provide construction management services for this Project.

1.10. “CM@Risk” (“Construction Manager at Risk” or “Contractor”) means the person, firm, corporation or other approved legal entity with whom City has contracted with to provide design services or construction services.

1.11. “Contingency” means a fund to cover non-general conditions cost growth during the Project used by CM@Risk with City approval, for charges in material costs or availability, resource availability, production capacity or unforeseen Project circumstances. The amount of CM@Risk’s Contingency will be negotiated as a separate line item in each GMP Proposal.

1.12. “City’s Contingency” means a fund to cover cost growth during the Project used at the sole discretion of City for costs resulting from City directed changes to the Work to be performed under the Contract or unforeseen site conditions. The amount of City’s contingency will be set solely by City.

1.13. “Contract” means this written document, including all addenda, exhibits, attachments and schedules attached thereto, signed by City and CM@Risk covering the construction phase of the Project. The Contract collectively represents the entire agreement between City and CM@Risk, and which supersedes any prior negotiations, representations or agreements, either written or oral.

1.14. “Contract Time(s)” means the number of days or dates related to the construction phase, as stated in construction documents that apply to achievement of substantial completion and/or full completion of the Work.
1.15. "Cost of the Work" means the direct costs necessarily incurred by CM@Risk in the proper performance of the Work. Cost of the Work may include direct labor costs, subcontract costs, costs of materials and equipment incorporated in the completed Work, costs of other materials and equipment, temporary facilities, building permit fees, materials testing, and related items. Cost of the Work shall not include CM@Risk’s Construction Fee, general conditions fee, taxes, bonds, or insurance costs.

1.16. "Cost Model" means a breakdown of the scope of the Project that is initially developed by CM@Risk during the conceptual design phase and based on information from the Project Team and CM@Risk’s records of similar Projects. The model will evolve as the design progresses and be maintained by CM@Risk throughout the design phase and will include any assumptions and clarifications made by CM@Risk. Cost Model will support any cost estimates, Alternate Systems Evaluations and eventually any GMP, when required by the Project Team. Cost Model is subject to approval by City in its sole discretion.

1.17. "Data" means all information, whether written, electronic or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, field notes, work product, proposals, correspondence and any other similar documents or information prepared by or obtained by CM@Risk in the performance of this Contract.

1.18. "Day(s)" means Calendar Day(s) unless otherwise expressly stated herein.

1.19. "Deliverables" means the Work products prepared by CM@Risk in performing the scope of Work described in the Contract. Some of the major Deliverables to be prepared and provided by CM@Risk during the design phase include but are not limited to: construction management plan, Cost Model, Project schedule of values, Alternative System Evaluations, procurement strategies and plans, cost estimates, construction market surveys, cash flow projections, GMP, Subcontractor procurement plan, Subcontractor Contracts, Subcontractor bid packages, Supplier Contracts, and others as indicated in this Contract or required by the Project Team.

1.20. "Design Professional" means the person, firm or corporation having a Contract with City to furnish design services for this Project.

1.21. "Drawings" means documents which visually represent the scope, extent and character of the Work and which have been prepared or approved by Design Professional and City. Drawings include such documents that have reached a sufficient stage of completion and are released by the Engineer solely for the purposes of review and/or use in performing constructability or biddability reviews and in preparing cost estimates. (E.g., conceptual design Drawings, preliminary design Drawings, detailed design Drawings at 30%, 60%, 90% or 100%, but excluding Shop Drawings and those marked “NOT FOR CONSTRUCTION”).

1.22. "Effective Date of this Contract" means the date specified in this Contract on which the Contract becomes effective, but if no such date is specified, the date on which the last of the parties signs this Contract.
1.23. “Engineer” means City Engineer acting directly or through its duly authorized representative.

1.24. “Final Acceptance” means a written final acceptance of the Work prepared by the Engineer, after all Work has been completed in accordance with the Contract and after inspection is completed by City.

1.25. “General Conditions Costs” means other than expressly limited or excluded herein, the costs of CM@Risk during the construction phase, including but not limited to: payroll costs for the Project manager or construction manager (but not both) for Work conducted at the Site; payroll costs for the superintendent and full-time general foremen; payroll costs for management personnel resident and working on the Site; workers not included as direct labor costs engaged in support functions (e.g., loading/unloading, clean-up); costs of offices and temporary facilities including office materials, office supplies, office equipment, minor expenses, utilities, fuel, sanitary facilities and telephone services at the Site; costs of consultants not in the direct employ of CM@Risk or Subcontractors; and fees for permits and licenses.

1.26. “Guaranteed Maximum Price (GMP)” means the offer of a proposal detailing the qualifications, assumptions, exclusions, value engineering and any and all other requirements set forth in the scope of Work for the construction phase.

1.27. “Laws and Regulations; Laws or Regulations” means any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all federal, state, and local governmental bodies, agencies, authorities and courts having jurisdiction over the subject Project, site and/or any Work for this Contract.


1.29. “Notice to Proceed” means written notification from City to CM@Risk establishing the date on which performance of CM@Risk’s obligations under this Contract shall begin.

1.30. “Progress Payment” means the form accepted by City and used by CM@Risk in requesting progress payments or final payment for Work performed under this Contract, which includes supporting documentation as required by the Contract or City.

1.31. “Project” means the total design and construction of improvements or services and/or Work to be performed by CM@Risk.

1.32. “Project Manager” means Engineer or Construction Manager Professional.
1.33. "Project Team" means a construction services unit consisting of a Design Professional, CM@Risk, Engineer, Construction Manager Professional and other persons who are responsible for making decisions regarding the Project, as approved by Engineer. Any other persons to be included in the Project Team shall be identified in the preconstruction conference, and are subject to approval by Engineer.

1.34. "Samples" means physical examples of materials, equipment or workmanship representative of a part of the construction phase establishing the standards by which that portion of the construction phase Work will be evaluated.

1.35. "Shop Drawings" means all Drawings, diagrams, illustrations, schedules and other Data or information specifically prepared or assembled by or for CM@Risk and submitted by CM@Risk to illustrate some portion of the Work.

1.36. "Specifications" means the technical specifications for the construction phase of this Project consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and administrative details applicable thereto.

1.37. "Subcontractor" means an individual, firm, entity or corporation other than CM@Risk’s employees, having a contract with CM@Risk to undertake to perform a part or portion of the design phase services or construction phase Work at the site for which CM@Risk is responsible. Subcontractors shall be selected through the Subcontractor bid process described in Section 12 of this Contract.

1.38. "Substantial Completion" means when the Work, or when a portion of the Work, is sufficiently complete so that City can occupy and use the Project or a portion thereof for its intended purposes. Substantial Completion shall be determined by City in its sole discretion.

1.39. "Supplier" means a manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contact with CM@Risk or with any Subcontractor to furnish materials or equipment.

1.40. "Total Float" means number of Calendar Days by which the design phase services or construction phase Work or any part of the same may be delayed without necessarily extending a pertinent schedule milestone in the Project schedule, as determined by City.

1.41. "Work" means any or all of the improvements as required by the Contract, and the construction, demolition, reconstruction and/or repair of all or any portion of such improvements, and all labor, services, incidental expenses, and material necessary or incidental thereto.

2. SERVICES OF CM@RISK

2.1. CM@Risk shall perform in accordance with the degree of care, skill and judgment that a professional construction manager in Arizona would exercise under similar
conditions. CM@Risk will, at all times, perform the required services consistent with sound and generally accepted construction, construction management and design services practices.

2.2. CM@Risk has assigned Brian Froelich as its representative for this Contract. Prior written approval by the City is required in the event CM@Risk requests a personnel substitution. CM@Risk shall submit the qualifications of any proposed substituted personnel to City for approval.

2.3. CM@Risk shall provide construction administration services for this Project as described in Exhibit "A". Where applicable, the services being provided under this Contract include the following:

2.3.1. CM@Risk shall furnish any and all plant, materials, labor, construction equipment, services and transportation (all applicable taxes included) required for performing all Work for the installation of the Project.

2.3.2. The full street or physical address of the construction work location is 2008 South Hardy Drive in Tempe, Arizona. CM@Risk Contractor shall list each Work location in any and all contracts with each Subcontractor at any level and each Subcontractor shall include each Work location in any and all contracts with its Subcontractors at any level.

3. TERM

CM@Risk shall complete all services per the terms of the Contract, free and clear from any and all claims, liens and changes whatsoever, within 225 calendar days of the Notice to Proceed date issued by the City. In the event delays are experienced beyond the control of CM@Risk, the schedule may be revised as determined by City in its sole discretion.

4. CM@RISK’S COMPENSATION

4.1. Total compensation for the services performed shall be the sum of $4,126,746.92, which is the Guaranteed Maximum Price (GMP), as established in the attached Exhibit “A” attached hereto and incorporated herein by this reference.

4.2. City will pay CM@Risk installments based on approval of monthly progress reports and detailed invoices submitted by CM@Risk. Such payments will be made pursuant to A.R.S. § 34–609.

5. CITY’S RESPONSIBILITIES

5.1. City may designate a Construction Manager Professional for the term of this Contract. When designated, the Construction Manager Professional has authority to administer this Contract and will monitor compliance with all terms and conditions stated herein. All requests for information from or a decision by City on any aspect of the Work will be directed to the Construction Manager Professional.
5.2. City will review Deliverables by CM@Risk, provide prompt responses to questions and render decisions to minimize delay in the progress of CM@Risk Work. City will keep CM@Risk advised concerning the progress of the City’s review of the Work. CM@Risk agrees that City’s inspection, review, acceptance and/or approval of CM@Risk’s Work shall not relieve CM@Risk’s responsibility for errors or omissions of CM@Risk or any of its Subcontractors.

5.3. Unless included in CM@Risk’s services as identified herein, City may furnish with or without charge the following to the extent it is within City’s possession or control:

5.3.1. One copy of its maps, records, laboratory tests, survey ties and benchmarks, or other Data in its possession pertinent to the services. However, CM@Risk shall be solely responsible for researching the records, requesting specific Drawings or information, and independently verifying all Data.

5.3.2. Available City Data on policies, regulations, standards, criteria and studies relevant to the Project.

5.4. City additionally may:

5.4.1. Contract separately with one or more Design Professionals to provide architectural and/or engineering design services for the Project. The scope of the services for the Design Professional will be provided to CM@Risk. CM@Risk shall have no right to limit or restrict any changes of such services that are otherwise mutually acceptable to City.

5.4.2. Supply all necessary copies of programs and reports reasonably required by CM@Risk.

5.4.3. Provide CM@Risk with adequate information regarding the City’s requirements for the Project.

5.4.4. Give prompt written notice to CM@Risk in the event City becomes aware of any default or defect in the Project or nonconformance with the Drawings and/or Specifications.

5.4.5. Notify CM@Risk of changes concerning or affecting budget allocations.

5.4.6. Authorize the Project Manager to approve the Project budget and Project schedule, render decisions and furnish information to CM@Risk.

6. GENERAL SCOPE OF SERVICES

6.1. CM@Risk Requirements and Conditions.

6.1.1. Licenses, Taxes and Permits. Prior to the execution of this contract, the Contractor must carry the appropriate State of Arizona Contractor License.
In addition, all Subcontractors must carry the appropriate State of Arizona Contractor’s license for the proposed Work. Prior to execution of this Contract, CM@Risk must ensure all applicable taxes due by Contractor are paid in full. At all times, the determination of applicable taxes and rates, and remitting taxes owed, shall be the sole responsibility of Contractor.

It is the sole responsibility of the Contractor and any subcontractors to obtain a Letter of Good Standing from the Arizona Department of Revenue prior to Contract award. Go to https://azdor.gov/Collections.aspx to obtain directions regarding how to submit for the Letter of Good Standing. The Letter of Good Standing must have been issued within the last 90 days from the award date of the contract.

In the event a “denial” letter is received from the Arizona Department of Revenue, should any taxes owed by the Contractor not be remitted in full prior to award along with the receipt of a Letter of Good Standing from the Contractor, the award of the contract will not move forward.

CM@Risk, at its sole cost, shall obtain all required governmental permits and approvals for all work and services performed hereunder unless otherwise specified.

6.2. **Uniform Standard Specifications**

6.2.1. Unless otherwise specified herein, all Work performed under this Contract shall be accomplished in accordance with the MAG Specifications as defined in Section 1.28.

6.2.2. In the case of a discrepancy or conflict, the order in which the Contract sections govern is as follows from the highest to lowest: special terms and conditions, technical specifications, plans, general terms and conditions, City of Tempe Supplement, MAG Specifications, and MAG Details.

6.2.3. All bids shall be made in accordance with the General Conditions of the MAG Specifications.

6.3. **Examination of Premises.**

6.3.1. CM@Risk shall visit the site of the Project and shall fully acquaint itself with the conditions as they exist, so that it may fully understand the facility, difficulties and restrictions attending the execution of the Work.

6.3.2. Subcontractor bidders shall also thoroughly examine and be familiar with the Specifications and other Contract requirements. The failure of CM@Risk to obtain, receive or examine any addenda to the proposed Contract, or to visit the site and acquaint itself with the conditions there existing, shall not relieve it from any obligation with respect to its proposal.
6.3.3. By submitting a proposal, CM@Risk agrees that it has examined the site, Specifications and the Contract and accepts, without recourse, all site conditions and the proposed Contract, except for conditions that could not have been reasonably foreseen or discovered upon examination of the site, specifications and the Contract.

6.4. **Project Meetings.** CM@Risk shall attend Project Team meetings and all other meetings as directed by City.

6.5. CM@Risk shall perform any and all services described herein, in a proactive manner and consistent with the intent of the most current Drawings and Specifications. CM@Risk will promptly notify City in writing in the event that CM@Risk determines that any Drawings or Specifications are inappropriate for the Project and/or cause changes in the scope of Work.

6.6. **Description of Work.** CM@Risk shall provide services for this Project as described in Section 7 through Section 13 herein.

6.7. **Traffic Control.**

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

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

6.7.3. CM@Risk shall have the full responsibility and liability for traffic control for this Project. CM@Risk shall submit a Traffic Control Plan to the Transportation Division for approval one week prior to beginning Work under this Contract. It shall be noted that traffic under this Contract shall include all motor vehicles, bicyclists, and pedestrians.

6.7.4. During construction it may be necessary to alter traffic control as approved by the Transportation Division. Alterations to traffic control shall be in accordance with the latest edition of Part VI of the Manual on Uniform Traffic Control Devices: "Traffic Control for Streets and Highway Construction and Maintenance Operations"; the latest edition of the ADOT
6.7.5. No measurement or payment will be made for traffic control unless otherwise expressly set forth herein. The cost thereof shall be included in the GMP Proposal for the construction or installation of the items to which such traffic control is incidental or appurtenant.

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

6.7.7. CM@Risk shall notify all adjacent or affected residents or businesses at least forty-eight (48) hours in advance of any street, alley, sidewalk, and driveway closures and make suitable arrangements to have all vehicles moved to a satisfactory location outside the closed area.

6.7.8. Pedestrian access shall be maintained along the length of the Project at all times per the requirements of the Americans with Disabilities Act, and as approved by the City Transportation Division.

6.7.9. Speed limits shall be strictly enforced.

6.7.10. For more information, please contact the City Transportation Division at 480-350-8219.

6.8. Dust Prevention. Contractor shall take all necessary steps to ensure dust-free conditions on property within the City to the satisfaction of the City Engineer, and fully comply with A.R.S. §49-474.06 and Maricopa County Air Pollution Control Rules and Regulations Rule 200 §305-306, concerning dust-generating operations as defined by Maricopa County Rule 310. In any operation where more than one-tenth of an acre of surface area is disturbed and/or when unpaved onsite haul roads are used, Contractor shall obtain a Maricopa County dust control permit. Contractor shall provide assurance that subcontractors used on the dust generating portion of the Project are registered with the Maricopa County Air Quality Department and that only certified PM-10 efficient street sweepers shall be used to sweep City streets as required by Tempe City Code Sec. 26A-25. Contractor shall provide its subcontractor(s)’ registration number and dust control plan, if applicable, to the City Engineer prior to engaging in any dust-generating activities. Project related hauling activities to and/or from storage located on property owned by City shall be listed on the approved dust control permit and be subject to control measures in the approved dust control plan. When hauling fill or excavation materials exceeding five thousand (5,000) cubic yards or when the duration of the haul is more than ten (10) working days, Contractor shall obtain a City haul permit before the hauling operation begins. Prior to receiving a haul permit, Contractor
must submit the required certificate of insurance, a plan showing the proposed haul
routes and a complete schedule of the hauling operation to the City Engineer.
All costs associated with the submittal, approval and implementation of the permit
and dust control plan as approved by Maricopa County Air Quality Department
shall be borne solely by the Contractor. Failure to fully comply with this provision
shall be considered a material breach of the Contract, and subject the Contract to
termination by the City, in addition to other legal remedies.

6.9. **Clean-Up.** CM@Risk shall, upon completion of the Work, remove all temporary
construction facilities, debris, and unused materials provided for in the Work, and
put the site of the Work and public right-of-way in a neat and clean condition. No
special payment will be made for this item.

6.10. **Alteration of Work.**

6.10.1. In the event that significant changes in the scope of the Work, and/or
changes in the quantities due to contingencies of construction become
necessary, such changes shall be made in accordance with Section 104.2 of
General Conditions in the MAG Specifications.

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

6.11. **Subsidiary Work.** All Work called for in the Plans and Specifications shall be
performed by CM@Risk and unless a specific bid item is provided for the Work,
then such portion of the Work will be considered subsidiary to other Work for
which payment is provided.

7. **CONTROL OF WORK**

7.1. **Interpretations of Drawing and Documents.** If any Subcontractor submitting a bid
for the proposed Work or any part thereof is in doubt as to the true meaning of part
of the Contract, or finds discrepancies in or omissions from the Contract, such
Subcontractor may submit to the Engineer a written request for an interpretation or
correction thereof. Subcontractor submitting the request will be responsible for its
prompt delivery. Any interpretations or corrections of the proposed documents will
be made by Addendum duly issued, and a copy of each addendum will be mailed
or delivered to CM@Risk who shall distribute the addendum to the appropriate
Subcontractor(s). City will not be responsible for any other explanation or
interpretations of the documents.

7.2. **CM@Risk’s Representative.** CM@Risk shall at all times be present at the Work
in person or represented by a foreman or other properly designated agent.
Instructions and information given to CM@Risk’s foreman or agent on the Work
shall be considered as having been given to CM@Risk.
7.3. **Relocation of Utilities.** All utilities in conflict with the new Work will be relocated by the utility company except as otherwise provided in the Plans and Specifications.

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

7.5. **Construction Staking.** Construction staking shall be provided by CM@Risk. Repair or replacement of construction stakes that have been knocked out due to CM@Risk’s Work or lack of Work, weather conditions, traffic or vandalism will be performed at CM@Risk’s sole expense.

7.6. **Survey Control Points.** Existing survey monuments shall be protected by CM@Risk or removed and replaced under the direct supervision of the Engineer. Prior to construction, it is the responsibility of CM@Risk to notify the Engineer of any survey monuments which need to be referenced off of the monument. Any monuments which are lost and have not been referenced off due to CM@Risk’s negligence and/or lack of notification to the Engineer shall be replaced at CM@Risk’s expense. Lot corners shall not be disturbed without knowledge and consent of the property owner and only after such corner has been properly referenced for replacement.

7.7. **Authority of the Construction Manager Professional.** Construction Manager Professional shall act as the Engineer’s designated representative during the construction period. Construction Manager Professional shall advise on questions concerning coordination with the City, public safety, and quality and acceptability of materials and Work performed. Construction Manager Professional or Construction Manager Professional’s assigned inspector shall interpret the intent of the Contract in an unbiased manner.

Construction Manager Professional or Construction Manager Professional’s assigned inspector shall be present on the site at times during construction to monitor the Work and to maintain records for Contract management. Construction Manager Professional shall promptly make decisions relative to the interpretation of the Contract so as to minimize delays in construction. Construction Manager Professional will not be responsible for directing construction, control, techniques, sequence, or procedures, or for directing job safety.

7.8. **Shop Drawings, Schedules & Samples.**

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

7.8.2. Shop drawings and Data shall be submitted to the Engineer in such number of copies as will allow Engineer to retain four (4) copies of each submittal. The submittal shall clearly indicate the specific area of the Contract for which the submittal is made. The additional copies received will be returned to CM@Risk’s representative at the job site. Engineer’s notations of the action taken will be noted on one (1) of these returned copies.

7.8.3. The above drawings, lists, prints, samples, and other Data shall become a part of the Contract and a copy of the same shall be kept with the jobsite Contract, and the fabrications furnished shall be in conformance with the same. However, Engineer’s review of the above drawings, lists, prints, specifications, samples, or other Data shall not release CM@Risk from its responsibility for the proper fulfillment of the requirements of this Contract nor for fulfilling the purpose of the installation nor from its liability to replace the same, should it prove defective or fail to meet the specified requirements.

7.9. As-Built Plans. CM@Risk shall provide and maintain accurate field Data on a redlined set of Project plans, which are to be kept current and submitted as complete at the conclusion of the construction. All redlined plans shall be subject to acceptance and approval by City. Upon City’s approval, these redlined plans will be used as documentation for progress payments, and upon Project completion, for the preparation of as-built file plans by Design Professional. CM@Risk shall have a Design Professional certify the as-built plans prior to submission to City. Final payment will not be issued to CM@Risk until all record plans and as-builts are submitted by CM@Risk and certified to be complete and accurate by Design Professional of record.

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

7.11. Inspection. CM@Risk is responsible for complying with the Specifications and is hereby forewarned that final approval of any Work will not be given until the entire Project is completed and accepted. Prior to “final inspection” on any City facilities requiring a building permit, CM@Risk must call for final inspections from the Development Services and Engineering and Transportation Departments of City. The final inspection must be completed prior to final acceptance and payment by Engineer.

7.12. Substantial Completion. Upon Substantial Completion of the Work or, if applicable, any portion of the Work, City shall release to CM@Risk all retained amounts relating, as applicable, to the Work or completed portion of the Work, less an amount up to two and one half times (2.5) the reasonable value of all remaining or incomplete items of Work as noted in a certificate of Substantial Completion.
7.13. **Beneficial Occupancy.** "Beneficial occupancy" is use of a facility or Project, in whole or in part, by the owner for its intended purpose. This may occur even though some Work of the Contract remains undone. Prior to such use or occupancy, City will provide notice to the CM@Risk and complete a partial acceptance inspection.

7.14. **Completion of the Work.** Completion of the Work is full completion of all construction associated with this Contract, including, but not limited to punch list items, close out documentation, operation and maintenance manuals, warranties, and record plans as certified by Design Professional.

7.15. **Final Acceptance and Guarantee.** "Final Acceptance" shall mean a written final acceptance of the Work as defined in Section 1.23.

7.16. **Warranty.** CM@Risk acknowledges and agrees that CM@Risk’s Warranty as set forth in Section 13 shall begin at the time of beneficial occupancy by City of any portion of the Project, and shall continue for a period of one (1) year upon the Final Acceptance of the entire Work as expressly stated in Section 13 of the Contract. This provision shall in no way be construed to limit or restrict the Warranty period expressly stated in the Contract.

7.17. **Emergencies.** In any emergency affecting the safety of persons and/or property, CM@Risk shall act, at its discretion, to prevent threatened damage, injury or loss. MAG Specification 107.5 applies to this provision.

8. **CONTROL OF MATERIALS**

8.1. **Excess Materials.** Excess or unsuitable material, broken asphaltic concrete and broken portland concrete shall be disposed of by CM@Risk. CM@Risk shall, prior to commencement of the Work, submit a letter to the Engineer stating the location of disposal site(s) for all excess material and certifying that it has obtained the property owner’s permission for the disposal of all surplus material.

8.2. **Quality Control.**

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

8.2.2. Engineer may, through appropriate instruction, correct errors and supply omissions, which instructions shall be as binding upon CM@Risk as though contained in the original Contract.

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

9. ENVIRONMENTAL REQUIREMENTS

9.1. CM@Risk shall comply with all federal, state, and municipal regulations, laws, and policies relating to air, ground water quality, and water conservation. In addition, the following requirements are applicable for City construction projects.

9.1.1. Non-pick up sweepers will not be allowed except as required to make joints during chip sealing operations.

9.1.2. Water flooding of trenches with potable water will not be permitted.

9.1.3. All paints applied by sprayers shall be of a water-based type.

9.1.4. Provisions shall be made to prevent the discharge of construction silt, mud, and debris into City storm drains or streets.

9.1.5. Spills of oil, gas, chemical, or any other hazardous materials must be reported and removed by approved procedures. Mitigation measures shall be taken to prevent contamination of construction storage sites.

9.1.6. Concrete waste must be disposed of in an approved location and at least twenty-five (25) feet from established landscaping.

9.1.7. City refuse roll-off containers shall be used on City projects unless otherwise directed by the City of Tempe Solid Waste Supervisor. If you should have any questions concerning any of the requirements or charges, please contact the Solid Waste Supervisor, at 480-350-8268.

9.1.8. Hazardous wastes shall not be discharged into the City’s sanitary sewers or storm drainage system. All waste products shall be disposed of in accordance with applicable regulations.

9.1.9. The discovery of archeological ruins or artifacts must be reported immediately, and excavation shall not resume in the identified area until approved by the Engineer.

9.1.10. All materials supplied by CM@Risk shall be one hundred percent (100%) asbestos free unless otherwise approved by the City.

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

9.3. In addition to the above, the use of new products made with reclaimed material and meeting Project Specifications is encouraged.
10. SAFETY REQUIREMENTS

CM@Risk shall comply with all applicable federal, state and local health and safety laws, regulations, ordinances, and requirements. In addition, the following requirements are applicable for City construction projects.

10.1. Pre-Contract Requirements.

10.1.1. CM@Risk shall submit current loss history information from all its insurance carriers before this Contract is executed. The information specific to workers' compensation insurance carriers must include a three (3) year history of both its Experience Modification Factor (EMOD) and its loss ratio.

10.1.2. CM@Risk shall provide upon request a copy of its written health and safety program and any required employee training records or certificates.

10.1.3. CM@Risk shall provide certificates of insurance and meet indemnification criteria.

10.2. Contract Requirements. CM@Risk will be required to attend a City safety briefing. The safety briefing session shall address the following issues:


10.2.2. Contractor Tailgates. CM@Risk shall conduct tailgate safety meetings regularly to ensure that safety on the job is given priority.

10.2.3. Accident/Injury/Illness Procedures. Engineer and the Risk Management Division shall be contacted any time an accident, injury or illness occurs on the Project.

10.2.4. Unsafe Acts. CM@Risk employees shall be empowered to stop an unsafe act or condition at City facilities.

10.2.5. Safety Audits. City reserves the right to conduct safety audits at the job site at any time. In addition, City shall be notified should an OSHA inspection occur at a City job site.

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

10.2.7. CM@Risk may have the following additional safety requirements based on the exposures of the Project:

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

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

c. When any City employee is required to enter a confined space during the construction phase of a Project, such as for the purpose of inspection, it is the responsibility of CM@Risk to provide a trained attendant and all necessary equipment required for safe entry of City employee.

d. Safety will be a part of the agenda for the weekly construction meetings. Items of discussion will be outstanding safety and health issues, current safety meeting topics, environmental issues and any accidents or injuries on the job. City reserves the right to request the agendas, minutes of the meetings, and documentation of any safety tailgate meetings held on the job site.

10.3. Temporary Barricades.

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

10.3.2. No additional payment will be made for temporary barricades. Temporary barricades will be considered subsidiary items to those items for which payment is made.

10.4. Protection of Finished or Partially Finished Work.

10.4.1. CM@Risk shall properly guard and protect all finished or partially finished Work, and shall be responsible for the same until that phase is completed and accepted by the Engineer.

10.4.2. Estimate or partial payment of Work so completed shall not release CM@Risk from such responsibility but he shall turn over the entire Work in full accordance with these Specifications before final payment can be made.

10.5. Blue Stake. CM@Risk is required to notify Blue Stake at 602-263-1100 prior to the excavation of any material in accordance with A.R.S. §§ 40-360.22-24, as
amended from time to time. CM@Risk shall directly contact City for the marking of electrical underground apparatus for traffic signals, sprinkler and irrigation facilities.

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

10.7. **Notification of Property Owners.** All property owners that may be affected by the proposed construction activities shall be notified of scope and duration of the construction activities by CM@Risk prior to start of construction. CM@Risk shall submit all notifications to City Engineer for approval prior to distributing such notifications to property owners.

10.8. **Access.** Access shall be maintained to adjacent businesses at all times during construction. Where property has more than one point of access, no more than one access shall be restricted or closed at any one time. If only one driveway exists, then access shall be maintained to at least one-half of the driveway at a time. Access to adjacent private driveways shall be maintained during all non-working hours.

10.9. **Protection of Existing Facilities.** CM@Risk is to protect all existing facilities during construction. Utility poles that may be affected by the construction activities shall be protected and/or braced by CM@Risk. CM@Risk shall notify the appropriate utility company or agency of any construction that may affect its facilities and state the course of action which will be taken to protect same.

10.10. **Storm Water Pollution Prevention Plan and AZPDES Permit.**

10.10.1. This Project is subject to Arizona Pollutant Discharge Elimination System (AZPDES) General Permit requirements for discharge from construction activities to waters of the United States. Under provisions of that permit, CM@Risk shall be designated as permittee, and shall be responsible for providing necessary material and taking appropriate measures to assure that all discharges authorized by the General Permit shall be consistent with the terms and conditions of the General Permit. The AZPDES Construction General Permit requirements for construction and Storm Water Pollution Prevention Plan can be viewed at the City of Tempe Engineering Division or downloaded from www.adeq.state.az.us/environ/water/permits/links.html.
10.10.2. CM@Risk shall complete and submit the following:

a. Notice of Intent (NOI) for Coverage under AZPDES Permit No. AZG2003-001 for Construction Activity Discharges to Waters of the United States, including certification of the signature.

b. Storm Water Pollution Prevention Plan (SWPPP) for the Project.

c. Notice of Termination (NOT) of coverage under the AZPDES Construction General Permit.

10.10.3. All Subcontractors shall comply with all requirements of the AZPDES Construction General Permit and the Project SWPPP. The SWPPP shall be kept on the Project site at all times, and shall be retained by the permittee for three (3) years following Project completion.

10.10.4. CM@Risk shall submit completed and signed NOI forms PRIOR TO THE PROJECT PRECONSTRUCTION CONFERENCE to the following address: Stormwater Program – Water Permits Section/NOI, Arizona Department of Environmental Quality, 1110 West Washington, Phoenix 5415B-3, Arizona 85007. Copies shall be transmitted to the Engineer at the time of the preconstruction meeting. CM@Risk shall prepare a final SWPPP and submit it at the preconstruction meeting for discussion and approval.

10.10.5. Failure by CM@Risk (or any of its appropriate Subcontractors) to submit the NOI forms within this time frame (or to promptly make revisions to those forms as requested by the City) which prevents submittal of the forms to the Arizona Department of Environmental Quality within the mandated deadline of forty-eight (48) hours prior to start of construction will result in delay of the start of construction. CM@Risk will not be entitled to any claim for additional compensation for additional costs resulting from such a delay in the construction start date. The NOI shall be posted on the construction site along with the SWPPP.

10.10.6. It is CM@Risk’s responsibility to perform inspections of all storm water pollution prevention control devices on the Project on a monthly basis, and following each significant rainfall (0.50 inches or more). CM@Risk is responsible for maintaining those devices in proper working order, including cleaning and/or repair.

10.10.7. All SWPPP reports required under this Contract shall be available to the public in accordance with the requirements of the AZPDES Construction General Permit No. AZG2003-001. CM@Risk, as the permittee of construction activities with storm water discharges covered by the AZPDES Construction General Permit, shall make plans available to the public upon request through the Arizona Department of Environmental Quality.
10.10.8. No condition of the AZPDES Construction General Permit as well as the SWPPP shall release CM@Risk from any responsibilities or requirements under other environmental statutes or regulations.

10.10.9. Upon total Project completion, acceptance, and de-mobilization, CM@Risk shall submit its completed, signed Notice of Termination (NOT) form to Stormwater Program – Water Permits Section/NOT, Arizona Department of Environmental Quality, 1110 West Washington 5415B-3, Phoenix, Arizona 85007 with a copy to the City’s construction Project manager thereby terminating all AZPDES Construction General Permit coverage for the Project.

10.10.10. The unit prices for the proposal items shall include all material, labor, and other incidental costs relating to the preparation and submittal of all AZPDES Construction General Permit related forms to Arizona Department of Environmental Quality; preparation, revision and maintenance of the SWPPP; and provision, installation, operation, and maintenance of all pollution control devices. The cost of the activities and items within this provision as provided by CM@Risk is considered incidental to other items and no extra payment will be made for these incidental costs. Such incidental costs shall include CM@Risk costs in order to assure proper operation of the pollution control devices installed, including all maintenance, cleaning, and disposal costs associated with clean-up and repair following storm events or other runoff or releases on the Project.

11. COMMENCEMENT, PROSECUTION AND PROGRESS

11.1. **Start of Work.** Work shall start as soon as practical, and in no case later than seven (7) calendar days after the Notice to Proceed is issued by City.

11.2. **Contract Completion Date.** The date established in the Notice to Proceed is for completion of all or specified portions of the Work. This includes items of Work to be completed under an owner allowance or as part of a contingency item. The stated Contract completion date will include weather conditions that are not unusually severe for the area and time of year. This date may be expressed as a calendar date or a number of calendar days after issuance of the Notice to Proceed.

11.3. **CM@Risk’s Construction Schedule.** Prior to the start of Work, a construction progress schedule shall be required and shall comply with the requirements of MAG Specification 108.4. In addition, a schedule update comparing actual progress with scheduled progress will be required with the submission of each monthly pay request.

11.4. **Hindrances and Delays.**

11.4.1. Except as provided in Section 22, no charge shall be made by CM@Risk for hindrances or delays from any cause during the progress of any portion of the Work embraced in this Contract; but such delays, if due to no fault or
neglect of CM@Risk, may entitle CM@Risk to a time extension sufficient to compensate for the delays. The amount of the delay shall be determined by the Engineer provided CM@Risk gives Engineer immediate notice in writing of the cause of such delay.

11.4.2. The parties agree to negotiate for the recovery of actual costs related to expenses incurred by CM@Risk for a delay under the following circumstance:

a. If City is solely responsible for the delay which is unreasonable under the circumstances,

b. Which delay was not within the contemplation of the parties to the Contract at the time the Contract was entered into, and

c. CM@Risk can show the impact of the delay on the critical path of the construction activity as indicated in an approved Construction Progress Management schedule.

11.4.3. Unless specifically provided for or otherwise stated herein, the maximum compensation for delays, shall not exceed CM@Risk’s actual cost.

11.4.4. This section shall not be construed to void any provisions of this Contract, which require notice of delays, which provide for alternative dispute resolution or other procedures for settlement or which provide for liquidated damages.

11.5. Liquidated Damages. Unless otherwise specified, liquidated damages will be applied in accordance with MAG Specification 108.9. Completion of the Work as stated in this Contract is the same as completion of the Work as stated in MAG Specification 108.9. Damages will be applied at the amounts specified in Table 108.1.

12. SUBCONTRACTOR AND SUPPLIER SELECTIONS

12.1. CM@Risk shall select Subcontractors as set forth in A.R.S. § 34-603. CM@Risk hereby warrants that it has complied with the applicable provisions of A.R.S. § 34-603 in its selection of any Subcontractor and agrees to hold harmless and indemnify City for any statutory noncompliance.

12.2. If City objects to any nominated Subcontractor or supplier or to any self-performed Work for good reason, CM@Risk will nominate a substitute Subcontractor or supplier. This provision shall in no way be deemed to diminish CM@Risk’s responsibility for Subcontractor or impose liability upon City for contracting with any Subcontractor.

12.3. All Subcontractors doing Work in excess of Thirty Thousand Dollars ($30,000.00) shall maintain, during the course of the Contract, health insurance for all employees working on this Project and will offer health insurance coverage to eligible
dependents of such employees as required by the City of Tempe Guidelines for Implementation of Health Insurance, and Resolution No. 2000.73.

12.4. CM@Risk will distribute Drawings and Specifications, and when appropriate, conduct a prebid conference with prospective Subcontractors.

12.5. City reserves the right to request a completed bid tabulation from CM@Risk within a reasonable time after the closing of the bid opening proceedings.

12.6. If after award of Subcontractors or suppliers, City objects to any nominated Subcontractor or supplier, or to any self-performed Work for good cause, CM@Risk will nominate a substitute Subcontractor or supplier, preferably if such option is still available, from those who submitted bids for the Work identified.

12.7. CM@Risk, upon opening of bids for Subcontractors will evaluate them including, but not limited to, the evaluation of lower tier Subcontractors, Subcontractor qualification submittals and prospective suppliers selected by each apparent low bidder. CM@Risk will resolve any bid withdrawal, protest or disqualification in connection with the award at no increase in the Cost of the Work.

12.8. Within fifteen (15) days after Subcontractor bid opening, CM@Risk will deliver to City a written notice of intent to award, itemizing the Subcontractors and suppliers selected by CM@Risk. The notice of intent to award will detail: (a) for each Subcontractor agreement, the amount of the bid and the corresponding Subcontractor or supplier; (b) the sum of bids received for all intended Subcontractor agreements; and (c) trade work that CM@Risk intends to self-perform, if any.

13. WARRANTY

CM@Risk warrants to City that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Specifications and Contract, of good quality, in conformance with the Specifications and the other CM@Risk Contract and free of defects in materials and workmanship. CM@Risk’s warranty obligation excludes defects caused by abuse, alterations or unreasonable failure to maintain the construction by persons other than CM@Risk, Subcontractors or others under CM@Risk control. Nothing in this warranty shall limit any manufacturer’s warranty which provides City with greater warranty rights than set forth in herein or in the Contract. CM@Risk will provide City with all manufacturers’ warranties and operation and maintenance manuals upon substantial completion of the Work. CM@Risk’s warranty shall be for one (1) year and will commence for all portions of the Work upon Final Acceptance of the entire Work as determined by City under the Contract. All statutory or other warranties, express or implied, related to latent defects will remain in force and are not limited by this provision.
14. INSURANCE

14.1. Without limiting any of their obligations or liabilities, CM@Risk, at its own expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance, and with forms reasonably satisfactory to City. Each insurer shall have a current A.M. Best Company, Inc. rating of not less than A-VII. Use of alternative insurers requires prior approval from City.

14.2. General Clauses.

14.2.1. Additional Insured. This insurance coverage, except for workers compensation and professional liability coverage, required by this Contract, shall name the City, its agents, representatives, directors, officials, employees, and officers, as additional insureds, and shall specify that insurance afforded the Contractor shall be primary insurance. This provision and the naming of the City as an additional insured shall in no way be construed as giving rise to responsibility or liability of the City for applicable deductible amounts under such policy(s).

14.2.2. Coverage Term. All insurance required herein shall be maintained in full force and effect until the services required to be performed under the terms of this Contract are satisfactorily completed and formally accepted; failure to do so may constitute a material breach of this Contract, at the sole discretion of City.

14.2.3. Primary Coverage. CM@Risk’s insurance shall be primary insurance as respects City and any insurance or self-insurance maintained by City shall be in excess of CM@Risk’s insurance and shall not contribute to it.

14.2.4. Claim Reporting. CM@Risk shall not fail to comply with the claim reporting provisions of the policies or cause any breach of a policy warranty that would affect coverage afforded under the policy to protect City.

14.2.5. Waiver. The policies for workers’ compensation and general liability shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, officers, and employees for any claims arising out of the Work of CM@Risk.

14.2.6. Deductible/Retention. The policies may provide coverage which contain deductibles or self-insured retentions. Such deductible or self-insured retentions shall not be applicable with respect to the coverage provided to City under such policies. CM@Risk shall be solely responsible for deductible or self-insured retentions and City may require CM@Risk to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

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14.2.7. Policies and Endorsements. City reserves the right to request and to receive, within ten (10) Business Days, information on any or all of the above policies or endorsements.

14.2.8. Certificates of Insurance. Prior to commencing services under this Contract, CM@Risk shall furnish City with Certificates of Insurance or formal endorsements as required by the Contract issued by CM@Risk’s insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number and shall provide for not less than thirty (30) days advance written notice by certified mail of cancellation or termination.

14.2.9. Subcontractors. CM@Risk shall include all Subcontractors as insured under its policies or shall maintain separate certificates and endorsements from each Subcontractor.

14.3. Workers’ Compensation.

14.3.1. CM@Risk shall carry workers’ compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of CM@Risk employees engaged in the performance of the services and employer’s liability insurance of not less than $100,000 for each accident, $100,000 disease coverage for each employee, and $500,000 disease policy limits.

14.3.2. In case services are subcontracted, CM@Risk will require the Subcontractor to provide workers’ compensation and employer’s liability to at least the same extent as provided by CM@Risk.

14.4. Automobile Liability.

CM@Risk shall carry commercial/business automobile liability insurance with a combined single limit for bodily injury and property damages of not less than $1,000,000, each occurrence, regarding any owned, hired and non-owned vehicles assigned to or used in performance of CM@Risk’s services. Coverage will be at least as broad as coverage Code 1 “any auto” (Insurance Service Office policy form CA 0001 1/87 or any replacements thereof). Such coverage shall include coverage for loading and unloading hazards.


14.5.1. CM@Risk shall carry commercial general liability insurance with unimpaired limit of not less than $1,000,000 for each claim with a $2,000,000 general aggregate limit. The general aggregate limit shall apply separately to the Services under this Contract or the general aggregate shall be twice the required per claim limit. The policy shall be primary and include coverage for bodily injury including death, property damage, personal injury, products, completed operations and blanket contractual
covering, but not limited to, the liability assumed under the indemnification provisions of this Contract, which coverage shall be at least as broad as Insurance Service Office policy form CG 0001 7/98 or any replacement thereof.

14.5.2. In the event the general liability insurance policy is written on a claims made basis, coverage shall extend for two (2) years past Final Acceptance of the services as evidenced by annual certificates of insurance.

14.5.3. Such policy shall contain a severability of interest provision (also known as cross-liability and separation of insured).

14.6. Property Coverage - Valuable Papers. CM@Risk shall carry property coverage on all-risk, replacement cost, agreed amount form with valuable papers insurance sufficient to assure the restoration of any documents, memoranda, reports or other similar Data relating to the services of CM@Risk used in the completion of this Contract.


14.7.1. All Contractors who enter into a Engineering and Transportation Contract in excess of Thirty Thousand Dollars ($30,000.00) with City, after January 1, 2001, must certify that they have, and all of their major Subcontractors will have, health insurance for all employees. Health insurance must be offered to eligible dependents of all such employees. An affidavit must be signed in the form included herein (AFF-3). Major Subcontractors are defined as entities doing Work in excess of Thirty Thousand Dollars ($30,000.00) as determined at the start of each Project. All required health insurance must be maintained during the entire time of the Contract with City.

14.7.2. Health insurance is required for all consultant and major Subcontractors employees who work more than one hundred and twenty (120) days in any calendar year. A “work day” consists of any time within a twenty-four (24) hour period, regardless of number of hours that the individual is paid. At this time, health insurance is not required for temporary employees or students working part-time who are enrolled in a recognized educational institution.

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

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

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

14.7.6. All Contractors subject to the health insurance requirements shall post, in English, notice of the health insurance requirements at their office and at the job site. Signs for posting will be provided by City at the pre-construction conference for CM@Risk and sent with the executed Contract for contractors.

14.7.7. Each insurance policy required by this Contract shall be endorsed to state that the coverage shall not be suspended, voided, and/or canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

15. **Bonds**

15.1. CM@Risk shall execute a bond for any and all Work or services performed hereto, in accordance with A.R.S. § 34-211. Personal or individual bonds are not acceptable. Bonding companies and liability and excess insurance carriers shall be “Best Rated A-VII” or better as currently listed in the most recent “Best’s Key Rating Guide (Property/Casualty)” published by the A.M. Best Company.

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

15.3. Prior to execution of the Contract, CM@Risk shall provide a performance bond and a payment bond, each in an amount equal to the full amount (100%) of the Contract amount. Each bond shall meet the requirements of Arizona Revised Statutes.

16. **Measurements and Payments**

16.1. **Contract Price Adjustments.** The increase or decrease in Contract price resulting from a change in City requested change in Work shall be determined by one or more of the following methods:
16.1.1. Unit prices set forth in the Contract or as subsequently agreed to between the parties;

16.1.2. A mutually accepted, lump sum, properly itemized and supported by sufficient substantiating Data to permit evaluation by City; and

16.1.3. Costs, fees and any other markups.

16.2. The markups that shall be allowed on such changes shall be no greater than the markups delineated in the approved GMP as shown on Exhibit “A”.

16.3. If an increase or decrease cannot be agreed to as set forth in items 16.1.1 through 16.1.3, above, and City issues a change order, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in the Contract. CM@Risk shall maintain a documented, itemized accounting evidencing the expenses and savings associated with such changes.

16.4. If unit prices are set forth in the Contract or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to City or CM@Risk because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be adjusted, in City’s discretion.

16.5. If City and CM@Risk disagree upon whether CM@Risk is entitled to be paid for any services required by City, or if there are any other disagreements over the scope of Work or proposed changes to the Work, City and CM@Risk shall resolve the disagreement pursuant to MAG Specification 110.

16.6. As part of the negotiation process, CM@Risk shall furnish City with a good faith estimate of the costs to perform the disputed services in accordance with City’s interpretations.

16.7. If the parties are unable to agree and City expects CM@Risk to perform the services in accordance with City’s interpretations, CM@Risk shall proceed to perform the disputed services, conditioned upon City issuing a written order to CM@Risk (i) directing CM@Risk to proceed and (ii) specifying City’s interpretation of the services that are to be performed.

17. RECORD KEEPING AND FINANCE CONTROLS

17.1. Records of CM@Risk’s direct personnel payroll, reimbursable expenses pertaining to this Project and records of accounts between the City and CM@Risk shall be kept on a generally accepted accounting basis.

17.2. City, its authorized representative, and/or the appropriate federal agency, reserve(s) the right to audit CM@Risk’s records to verify the accuracy and appropriateness of all pricing Data, including Data used to negotiate Contract and any change orders.
17.3. City reserves the right to decrease Contract price and/or payments made on this Contract if, upon audit of CM@Risk’s records, the audit discloses CM@Risk has provided false, misleading, or inaccurate cost and pricing Data.

17.4. CM@Risk shall include a similar provision in all of its contracts with sub-consultants and Subcontractors providing services under the Contract to ensure City, its authorized representative, and/or the appropriate federal agency, has/have access to the sub-consultants’ and Subcontractors’ records to verify the accuracy of cost and pricing Data.

17.5. City reserves the right to decrease Contract Price and/or payments made on this Contract if the above provision is not included in sub-consultant’s and Subcontractor’s contracts, and one or more sub-consultants and/or Subcontractors do not allow City to audit it’s records to verify the accuracy and appropriateness of pricing Data.

18. MISCELLANEOUS REMOVAL AND RELOCATIONS

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

19. APPROXIMATE QUANTITIES

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

19.2. If any error, omission, or misstatement is found to occur in the estimated quantities, the same shall not invalidate this Contract or release CM@Risk from the execution and completion of the whole or any part of the Work in accordance with the Plans and Specifications herein mentioned, and for the prices herein agreed upon and fixed therefore, or excuse CM@Risk from any of the obligations or liabilities hereunder, or entitle CM@Risk to any damages or compensation except as may be provided for in this Contract.
20. MISCELLANEOUS WORK AND ALLOWANCES

20.1. Unless previously approved by the City in writing, the following items are considered to be included in the Work and CM@Risk's Compensation as set forth herein, with no direct or additional payment allowed. Payment for the following shall be included in the payment for other items for which direct payment is made.

20.1.1. CM@Risk's expenses for, but not limited to: mobilization, job site office, storage facilities, traffic control and public safety devices, sanitary facilities, utilities and telephone.

20.1.2. Cleanup including day-to-day cleanup.

20.1.3. Notification to residents adjacent to this Project prior to start of construction which would affect them.

20.1.4. Water required for compaction or dust control.

20.1.5. Miscellaneous removals and relocations not otherwise specified in the technical specifications.

20.1.6. Power pole bracing.

20.1.7. Removal of trees twelve inches (12") or less in diameter.

20.1.8. Removal, relocation and/or modification of existing walls and fences.

20.1.9. Trimming of trees and bushes.

20.1.10. Replacement of plant material and repair of irrigation equipment to meet or exceed conditions existing prior to CM@Risk beginning Work.

21. SPECIAL TERMS AND CONDITIONS


CM@Risk shall be required to obtain all permits and licenses for the Project and pay all applicable fees. City may charge for any of the necessary City of Tempe permits and inspections. CM@Risk shall abide by all stipulations of all license and permits issued for this Project.

21.2. Key Contacts.

Blue Stake 602-263-1100
21.3. **Uniformed Police Officers.**

During the course of construction, City may require a uniformed police officer present to facilitate traffic control per the Tempe Barricade Manual and the Traffic Engineer’s direction.

21.4. **Open Trenching and Steel Plates.**

The maximum amount of open trench in any state of trenching or backfilling shall be limited to five hundred feet (500’). All trenches shall be completely backfilled or covered using steel plates at the end of each working day. The use of steel plates shall not exceed seventy-two (72) hours between completion of work in trench and final patch. Steel plates are to be installed according to Detail T-450 of the Tempe Supplement to the MAG Details. All steel plates installed will be recessed into the existing pavement by milling until the top of the plate is flush with the top of the pavement.

21.5. **Confidentiality of Plans and Specifications.**

21.5.1. Any Plans or Specifications CM@Risk receives regarding this Project are for official use only. CM@Risk may not share them with others except as required to fulfill the obligations of its Contract with City.

21.5.2. All record documents, Shop Drawings and other plans or drawings prepared or submitted by CM@Risk shall include the following language: “Per City of Tempe Guidelines, these Plans are official use only and may not be shared with others except as required to fulfill the obligations of CM@Risk’s Contract with the City of Tempe”.

21.6. **Irrigation and Landscape Repair.**

CM@Risk shall repair all sprinkler and irrigation systems that are disturbed in the course of the Work. There will be no separate payment for irrigation and landscape repair, the cost of which will be incidental to other bid items. It is highly recommended that CM@Risk meet with owner(s) of irrigation systems prior to construction and note existing operating systems to minimize impact and repair costs.

21.7. **Sequence of Construction.**

CM@Risk shall submit a Project sequencing schedule to the Engineer for review at the pre-construction conference. CM@Risk is on notice that City will review the proposed schedule to insure limited community impact.
21.8. Coordination with Other Contractors.

21.8.1. Other projects located on or near the site of Work may be under construction during the Contract period. Coordination between contractors may be required.

21.8.2. Should CM@Risk cause damage to the Work or property of any separate contractor at the site, or should any claim arising out of or resulting from CM@Risk’s performance of the Work at the site be made by any separate contractor against CM@Risk, Design Professional, or Construction Manager Professional or any other person, CM@Risk shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute by mediation, arbitration, or at law.

21.8.3. CM@Risk shall, to the fullest extent permitted by laws and regulations, indemnify and hold City, Design Professional and Construction Manager Professional and the officers, directors, employees, agents and other consultants of each and any of them harmless from and against all claims, costs, losses and damages, (including, but not limited to, all fees and charges of engineers, architects, attorneys and other professionals, and all court arbitration or other dispute resolution costs) arising directly, indirectly or consequentially out of or resulting from any action, legal or equitable, brought by a separate contractor against City, Design Professional or Construction Manager Professional of the officers, directors, employees, agents or other consultants of each and any of them to the extent based on a claim caused by, arising out of, or resulting from CM@Risk’s performance of the Work.

21.8.4. Should a separate contractor cause damage to the Work or property of CM@Risk or should the performance of Work by any separate contractor at the site give rise to any other claim, CM@Risk shall not institute any action, legal or equitable against City, Design Professional, or Construction Manager Professional or the officers, directors, employees, agents, or other consultants of each and any of them or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any mediator or arbitrator which seeks to impose liability on or to recover damages from City, Design Professional, or Construction Manager Professional or the officers, directors, employees, agents, or other consultants of each and any of them on account of such damage or claim.

21.8.5. If CM@Risk is delayed at any time in performing or furnishing Work by any act or neglect of a separate contractor and City and CM@Risk are unable to agree as to the extent of any adjustment in completion time attributed thereto, CM@Risk may make a claim for an extension of time. An extension of the completion time shall be CM@Risk’s exclusive remedy with respect to City, Design Professional, or Construction Manager Professional or the officers, directors, employees, agents, or other consultants of each and any of them for activities that are its respective responsibilities.
21.8.6. Cooperation between contractors shall be in accordance with MAG Specification 105.7.

22. CORRECTION OF DEFECTIVE WORK

22.1. If any portion of the Work is covered over contrary to the request of City or as required by the Contract or the applicable building standards, it must be uncovered for observation at CM@Risk’s expense if requested by City in writing.

22.2. If any portion of the Work, other than those portions required to be inspected or observed by City or others, prior to being covered, has been covered over, City may request that it be uncovered for inspection or observation, as applicable. If such portion is found to be in accordance with the requirements of the Specifications and other Contract, the cost of uncovering it shall be charged to the City as a change order. If such portion is found not to be in accordance with the requirements of the Specifications and other CM@Risk Contract, CM@Risk shall bear such costs.

22.3. CM@Risk agrees to promptly correct any Work that is found not to be in conformance with the Specifications and other CM@Risk Contract, whether previously inspected or observed by City’s representatives or not unless a specific written waiver of such nonconformance has been provided to CM@Risk by City. This obligation shall continue for a period of one (1) year from the date of Final Acceptance of the entire Work. Nothing in this Section 22 shall waive any rights that City may have under Arizona law or under Section 13 herein.

22.4. CM@Risk, upon receipt of written notice from City that the Work is not in conformance with the Specifications or other Contract provisions, shall, within seven (7) days (except in the case of an emergency or item on the schedule critical path, which will require immediate response) commence correction of such nonconforming Work, including, without limitation, the other parts of the Work affected by the nonconforming Work. If CM@Risk fails to commence the necessary steps within seven (7) days, City, in addition to any other remedies provided under the Contract, may at the end of the seven (7) day period provide CM@Risk with notice that City will commence to correct such nonconforming Work with its own or other forces. CM@Risk shall be responsible for all costs and expenses that City incurs in remedying any Work not in conformance with the Specifications or the other Contract, including, without limitation, at the City’s sole discretion any of City’s own staff time costs and all fees incurred by City. City will notify CM@Risk of its intent to make such corrections at or before the commencement of the corrective Work.

22.5. The one (1) year warranty period referenced in Section 13 applies only to CM@Risk’s obligation to correct Work not in conformance with the Contract and shall not constitute a period of limitations with respect to any other rights or remedies the City may have with respect to CM@Risk’s other obligations under the Contract or under applicable law.
23. WITHHOLDING PAYMENT

City may withhold payment from any Progress Payment Application to the extent necessary to protect City from loss because of:

23.1. Unsatisfactory job progress as determined by City;

23.2. Disputed Work or materials;

23.3. Defective Work not remedied;

23.4. Claims or other encumbrances filed or reasonable evidence indicating probable filing of claims or other encumbrances by Subcontractors;

23.5. Failure of CM@Risk to make payment to any Subcontractors within seven (7) days after receipt of each progress payment;

23.6. CM@Risk’s failure to perform any of its contractual obligations under the Contract or any other agreement with City;

23.7. Deficiencies or claims asserted by City against CM@Risk arising from any other project;

23.8. Damage to City or a separate CM@Risk caused by the fault or neglect of CM@Risk or any Subcontractor to the extent not covered by insurance;

23.9. Reasonable evidence that the entire Work or portion of the Work that City has agreed to accept separately will not be substantially complete within the Contract time(s) due to delay for which CM@Risk is responsible, or that the unpaid balance of the Guaranteed Maximum Price will not be adequate to cover completion of the entire Work and liquidated damages for any anticipated unexcused delay for which CM@Risk is responsible; or

23.10. Any other reason which in City’s reasonable judgment disqualified CM@Risk from receiving the full amount of the application for payment.

23.11. City, pursuant to and in accordance with A.R.S. § 34-601 et seq., reserves the right to withhold funds from the CM@Risk’s progress payments up to the amount equal to resolve claims City may have against CM@Risk, until such time as the settlement on those claims is reached.

If the above basis for withholding payment is remedied, payment shall be made within fourteen (14) days for amounts previously withheld. Prior to any withholding pursuant to this section, City shall meet with CM@Risk to discuss potential withholding and attempt in good faith to resolve such issue without the need for withholding.
24. TERMINATION

24.1. In addition to MAG Specifications 108.11 and A.R.S. § 38-511, City, at its sole discretion, may terminate this Contract for convenience or abandon any portion of the Project for which services have not been performed by the CM@Risk.

24.2. In the event of such termination or abandonment, CM@Risk shall deliver to City all drawings, special provisions, field survey notes, reports, estimates and any and all other documents or work product generated by the CM@Risk under the Contract, entirely or partially completed, together with all unused materials supplied by City.

24.3. If City terminates or abandons the Contract, City shall make final payment within sixty (60) days after CM@Risk has delivered the last of the completed items and City has approved and determined the final fee.

24.4. In no event shall the City be obligated, liable or responsible for performance of the obligations set forth herein, any provision of this Contract, or any expenses incurred by Contractor in securing this Contract (including but not limited to purchasing insurance coverage, performance bonds or other security), at any time, including prior to or following City Council’s approval of this Contract, should funds not be appropriated by the City through its Council or staff, in order to complete the Project. In the event that funds are not appropriated to meet or complete this Contract, then City shall immediately provide notice to Contractor of such non-allocation and terminate the Contract. City shall incur no resulting liabilities or penalties for termination under this Section.

25. PROJECT DOCUMENTS AND COPYRIGHTS

25.1. City Ownership of Project Documents. All Work products (electronically or manually generated) prepared in the performance of this Contract including but not limited to, plans, drawings, specifications, cost estimates, tracings, studies, design, analysis, CADD files and related products, are the property of City and are to be delivered to City before the final payment is made to CM@Risk.

25.2. Documents to Bear Seal. When applicable and as required by law, CM@Risk and its Subcontractors will endorse by professional seal all plans, works, and Deliverables prepared by them for this Contract.

26. CONFLICT OF INTEREST

26.1. CM@Risk agrees to disclose any financial or economic interest in the Project property, or any property affected by the Project, existing prior to the execution of this Contract. Further, CM@Risk agrees to disclose any financial or economic interest with the Project property, or any property affected by the Project, if CM@Risk gains such interest during the course of this Contract. Only if previously approved in writing by City, CM@Risk may retain originals and supply City with reproducible mylar copies of the Work.
26.2. If CM@Risk gains financial or economic interest in the Project during the course of this Contract, this may be grounds for terminating this Contract at the sole discretion of City.

26.3. CM@Risk shall not engage the services on this Contract of any present or former City employee who was involved as a decision maker in the selection or approval processes, or who negotiated or approved billings or Contract modifications for this Contract.

26.4. To evaluate and avoid potential conflicts of interest, CM@Risk will provide written notice to the City, as set forth in this section, of any Work or services performed by CM@Risk for third parties that may involve or be associated with any real property or personal property owned or leased by City.

26.5. Actions considered to be adverse to City under this Contract include but are not limited to:

26.5.1. Using Data as defined in the Contract, acquired in connection with this Contract, to assist a third party pursuing administrative or judicial action against City.

26.5.2. Testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against City.

26.5.3. Using Data to produce income for CM@Risk or its employees independently of performing the services under this Contract, without the prior written consent of City.

26.6. CM@Risk represents that except for those persons, entities and Projects previously identified in writing to City, the services to be performed by CM@Risk under this Contract are not expected to create an interest with any person, entity or third party Project that is or may be adverse to the interests of the City.

26.7. CM@Risk's failure to provide a written notice and disclosure of the information as set forth in this section will constitute a material breach of this Contract.

27. COVENANT AGAINST CONTINGENT FEES

CM@Risk affirms that it has not employed or retained any company or person, other than a bona fide employee working for CM@Risk, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of the Contract. For breach or violation of this clause, City shall terminate this Contract or in its discretion may deduct from the Contract price or otherwise recover, the full amount of such fee, commission, percentage brokerage fee, gift or contingent fee from CM@Risk.
28. **INDEMNIFICATION**

To the fullest extent permitted by law, CM@Risk shall indemnify and hold harmless City, its officers, and its employees, from liabilities, damages, losses, and costs, including reasonable attorney fees and court costs, to the extent caused by the negligence, recklessness or intentional wrongful conduct of CM@Risk, its subcontractors, design professionals, or other persons employed or used by CM@Risk in the performance of the contract or subcontract. Nothing in this section shall prohibit the requirement of insurance coverage that complies with this section, including the designation of any person as an additional insured on a general liability insurance policy or as a designated insured on an automobile liability policy. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

29. **DISPUTE RESOLUTION**

In the event of a dispute between the parties to this Contract regarding any provision of this Contract, a party’s performance of its obligations as stated in this Contract or any other matter governed by the terms of this Contract, the parties will meet in good faith to attempt to resolve the dispute. If the parties fail to resolve the dispute, then the City may pursue any and all remedies provided by law or in equity. The exercise of any one of City’s remedies shall not preclude subsequent or concurrent exercise of further or additional remedies.

30. **ADDITIONAL SERVICES**

Additional services which are outside the scope of basic services contained in this Contract shall not be performed by CM@Risk without prior written authorization from City. Additional services, when authorized by an agreement or an amendment to this Contract shall be compensated for by a fee mutually agreed upon between City and CM@Risk.

31. **ALTERATION IN CHARACTER OF WORK**

In the event an alteration or modification in the character of Work or Deliverable results in a substantial change in this Contract, thereby materially increasing or decreasing the scope of services, costs of performance or Project schedule, the Work or Deliverable will nonetheless be performed as directed by City. However, before any altered or modified Work begins, a Change Order or Amendment must be approved and executed by the City, and executed by CM@Risk. Such Change Order or Amendment will not be effective unless approved by the City. Additions to, modifications or deletions from the Project provided herein may be made, and the compensation to be paid to CM@Risk may be adjusted accordingly solely at the discretion of City. No claim for extra Work done or materials furnished by CM@Risk will be allowed by City except as provided herein, nor will CM@Risk do any Work or furnish any material(s) not covered by this Contract unless such Work or material is previously authorized in writing by City. Work or material(s) furnished by CM@Risk without such prior written authorization shall be at CM@Risk’s sole jeopardy, cost and expense, and CM@Risk hereby agrees that without prior written authorization no claim for compensation for such Work or materials furnished will be made.
32. SUCCESSORS AND ASSIGNS

This Contract shall not be assignable except by the prior written approval of City, and it shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

33. COMPLETENESS AND ACCURACY OF CM@RISK’S WORK

CM@Risk is solely responsible for the completeness and accuracy of all reviews, reports, supporting Data and other design phase Deliverables prepared or compiled pursuant to its obligations under this Contract, and will at its sole expense correct its Work or Deliverables. Acceptance or approval of CM@Risk’s Work or Deliverables by the City does not relieve or diminish CM@Risk’s responsibilities under the Contract nor does this requirement to correct the Work or Deliverable constitute a waiver of any claims or damages otherwise available by law or in equity to City.

34. DISSEMINATION OF DATA

34.1. The parties agree that all Data, including originals, images and reproductions prepared by, obtained by or transmitted to CM@Risk in connection with CM@Risk’s performance of this Contract is the sole property of City.

34.2. CM@Risk shall not divulge Data to any third party without prior written consent of City. CM@Risk will not use the Data for any purposes except to perform the services required under this Contract. However, these prohibitions do not apply to the following Data, provided CM@Risk first provides the required notice to City:

34.2.1. Data which was known to CM@Risk prior to its performance under this Contract unless such Data was acquired in connection with Work performed for City;

34.2.2. Data which was acquired by CM@Risk in its performance under this Contract and which was disclosed to CM@Risk by a third party, who to the best of CM@Risk’s knowledge and belief had the legal right to make such disclosure and CM@Risk is not otherwise required to hold such Data in confidence; or

34.2.3. Data which is required to be disclosed by CM@Risk by law, regulation or court order.

34.3. In the event a third party requires or requests CM@Risk to disclose Data or any other information to which CM@Risk became privy as a result of any other Contract with City, CM@Risk will first notify City as set forth in this section of the request or demand for such Data. CM@Risk will timely give City sufficient facts such that City has a meaningful opportunity to either first give its consent or take such action that City may deem appropriate to protect such Data from disclosure.
34.4. CM@Risk, unless prohibited by law, within ten (10) days after completion of services for a third party on real or personal property owned or leased by City, will promptly deliver, as set forth in this section, a copy of all work products and Data to the City. All Data will continue to be subject to the provisions of this section.

34.5. CM@Risk assumes all liability for maintaining the Data in its possession and agrees to compensate and indemnify City if any of the provisions of this section are violated by CM@Risk, its employees, agents, authorized assigns, subconsultants or Subcontractors. A breach of this section shall be deemed to cause irreparable harm to City that justifies injunctive relief.

34.6. THE CITY OF TEMPE DOES NOT WARRANT THE ACCURACY, COMPLETENESS, CONDITION, SUITABILITY, PERFORMANCE, OR CURRENCY OF THE GIS DATA PROVIDED UNDER THIS CONTRACT. AREAS DEPICTED BY GIS DATA ARE APPROXIMATE, AND NOT GUARANTEED TO BE ACCURATE TO STANDARDS FOR MAPPING, SURVEYING OR ENGINEERING. THIS DATA IS FOR ILLUSTRATIVE PURPOSES ONLY AND SHOULD NOT BE RELIED UPON FOR SITE-SPECIFIC PURPOSES. THE DATA HEREIN IS SUBJECT TO CONSTANT CHANGE AND MAY NOT BE COMPLETE, ACCURATE OR UP-TO-DATE. THE CITY OF TEMPE IN NO WAY ASSUMES LIABILITY OR RESPONSIBILITY FOR ANY INCORRECT DATA OR ANY INFORMATION PROVIDED HEREIN. THE CM@RISK ACKNOWLEDGES AND AGREES THAT THE CITY OF TEMPE ASSUMES NO LIABILITY FOR DAMAGES INCURRED DIRECTLY OR INDIRECTLY RESULTING FROM INCOMPLETE, INCORRECT OR MISSING INFORMATION; INCLUDING ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED OR UNDER ANY THEORY OF LIABILITY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE. BY WAY OF THE SIGNATURE ON THIS CONTRACT, THE CM@RISK ASSUMES ALL LIABILITY FOR ANY AND ALL DEPENDENCE AND/OR RELIANCE UPON THIS INFORMATION AND ASSUMES ALL RESPONSIBILITY RELATING THERETO. ANY AND ALL EXPRESSED OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PURPOSE ARE SPECIFICALLY AND EXPRESSLY DISCLAIMED. CM@RISK SHOULD NOT RELY UPON THE GIS DATA WITHOUT PROPER FIELD VERIFICATION FOR ANY PURPOSE.

35. PROJECT STAFFING

35.1. CM@Risk will maintain an adequate number of competent and qualified persons, to ensure acceptable and timely completion of the scope of Services described in this Contract throughout the period of those services. If City objects, with reasonable cause, to any of CM@Risk's staff, CM@Risk will take prompt corrective action and, if required, remove such personnel from the Project and replace with other personnel.
36. INDEPENDENT CONTRACTOR

CM@Risk is and shall be an independent contractor and whatever measure of control City exercises over the Work or Deliverable pursuant to the Contract will be as to the results of the Work only. No provision in this Contract will give or be construed as establishing an employer/employee relationship, partnership or joint venture, between City and CM@Risk, or cause City to be responsible in any way for the debts or obligations of CM@Risk. CM@Risk is to comply with all applicable laws and ordinances pertaining thereto.

37. SUBCONTRACTORS

Prior to beginning any Work or Deliverables, CM@Risk will furnish to City the names of all Subcontractors to be used on this Project. This provision shall in no way be deemed to diminish CM@Risk’s responsibility for Subcontractor or impose liability upon City for the contracting with any Subcontractor.

38. LABOR

CM@Risk agrees and covenants to use only licensed Subcontractors in the making and/or installation of any and all repairs, alterations, improvements or other Work of CM@Risk on the Project. CM@Risk shall be liable to City for any losses and liabilities associated with any violation of this provision, and the Contract shall immediately be terminated upon any violation hereof by CM@Risk.

39. RECORDS/AUDIT

39.1 Records of CM@Risk’s direct personnel payroll and reimbursable expenses pertaining to this Project and records of accounts between City and CM@Risk will be kept following generally accepted accounting principles, or other and recognized accounting methods at City’s sole discretion. City, its authorized representative and/or the appropriate federal agency, reserve the right to audit CM@Risk’s records to verify the accuracy and appropriateness of all pricing Data, including Data used to negotiate this Contract and any attendant change orders. City reserves the right to decrease Contract amount and/or payments made on this Contract if, inter alia, upon audit of CM@Risk’s records, the audit discloses that CM@Risk has provided false, misleading or inaccurate cost and/or pricing Data.

39.2 CM@Risk will include a provision in all of its agreements with sub-consultants, Subcontractors and Suppliers providing services under this Contract to ensure City, its authorized representative and/or the appropriate governmental agency, has access to the sub-consultants’, Subcontractors’ and Suppliers’ records. City reserves the right to decrease Contract amount and/or payments made on this Contract if the above provision is not included in sub-consultant, Subcontractor and Supplier contracts and one or more of those parties do not allow City to audit their records to verify the accuracy and appropriateness of pricing Data.
NOTICES

Unless otherwise provided herein, notices and/or demands under this Contract shall be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid, and properly addressed as follows:

| To City:          | Marilyn DeRosa, P.E., R.G.  
|                  | Engineering and Transportation Director/  
|                  | City Engineer  
|                  | City of Tempe Engineering and Transportation  
|                  | Engineering Division  
|                  | 31 E. 5th Street, MailStop 01-8  
|                  | Tempe, Arizona 85281  

| To CM@Risk:       | (Printed Name of Signatory)  
|                  | Achen-Gardner Construction, LLC  
|                  | 550 South 79th Street  
|                  | Chandler, AZ 85226  

COMPLIANCE WITH STATE AND FEDERAL LAWS

41.1. Lawful Presence in the United States. Pursuant to A.R.S. §1-502, any individual/sole proprietor who applies for local public benefits by signing this Contract shall also sign a sworn affidavit (Page LP-1) and present one of the documents listed on the affidavit to verify lawful presence in the United States. This Contract shall not be fully executed by the City if the individual/sole proprietor fails to sign the affidavit and present one of the listed documents.

41.2. Specially Designated Nationals and Blocked Persons List. CM@Risk represents and warrants to City that neither CM@Risk nor any affiliate or representative of CM@Risk (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 ("Order"); (ii) is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s); (iii) is engaged in activities prohibited in the Order; or (iv) has been convicted, pleaded nolo contendere, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.

41.3. Antidiscrimination. CM@Risk shall not refuse to hire or employ or bar or discharge from employment any person, or discriminate against such person in compensation, conditions, or privileges of employment because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status. CM@Risk shall provide a copy of its
antidiscrimination policy to City to confirm compliance with this requirement or attest in writing to compliance based upon the criteria outlined on Page AD-1.

41.4. Employment Laws. CM@Risk agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the Work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, and the Arizona Fair and Legal Employment Act, and any amendments thereto, along with all attendant laws, rules and regulations. CM@Risk acknowledges that a breach of this warranty is a material breach of this Contract and CM@Risk is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all contractors, Subcontractors and sub-subcontractors performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of CM@Risk. CM@Risk hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.

41.5. Equal Opportunity. City is an equal opportunity, affirmative action employer. CM@Risk hereby covenants that it shall not discriminate unlawfully against any employee or applicant for employment, nor shall it deny the benefits of this Contract, to any person on the basis of race, color, national origin, physical or mental disability, age, gender or veteran status. CM@Risk covenants and agrees that it will comply in all respects with the applicable provisions of the Executive Order 11246, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Vietnam Era Veterans’ Readjustment Assistance Act, the Rehabilitation Act, and any other applicable state and federal statutes governing equal opportunity. CMAR agrees to post hereinafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting for the provisions of this clause.

41.6. Boycott. CM@Risk certifies that it is not currently engaged in, and agrees for the duration of this Contract/Agreement that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393.

CM@Risk further agrees to include the provisions of this section in any and all subcontracts hereunder. Any violation of such provisions shall constitute a material breach of this Contract.

42. CONTRACTOR’S LICENSE AND FEDERAL EMPLOYER I.D. NUMBER

Prior to award of the Contract, CM@Risk must provide to the City’s Engineering and Transportation Department / Engineering Division, its Contractor’s license classification and number its Federal Employer I.D. number / Tax Payer I.D. Number.
43.  FORCE MAJEURE

If either party is delayed or prevented from the performance of any service, in whole or part, required under this Contract by reason of acts of God or other cause beyond the control and without fault of that party, financial inability excepted, performance of that act may be excused at City’s discretion, but only for the period of the delay. The time for performance of the act will be extended for a period equivalent to the period of delay.

44.  NON-WAIVER PROVISION

The failure of either party to enforce any of the provisions of this Contract or to require performance by the other party of any of the provisions of this Contract shall not be construed as a waiver of such provisions nor will it affect the validity of this Contract or any part thereof or the right of either party to thereafter enforce each and every provision.

45.  JURISDICTION

This Contract is made under and will be construed in accordance with and governed by the laws of the State of Arizona, without regard to the conflicts or choice of law provisions thereof. An action to enforce any provision of this Contract or to obtain any remedy with respect hereto will be brought in the Superior Court, Maricopa County, Arizona, and for this purpose, each party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

46.  ATTORNEYS’ FEES AND COSTS

In the event of any legal action or proceeding arising out of this Contract, the prevailing party shall be entitled to recover its reasonable attorney’s fees and costs incurred in such legal action or proceeding, and such fees and costs shall be included in any judgment rendered as determined by the Court. In addition, if any person should institute a claim or action against CM@Risk in which City is made a party defendant, CM@Risk shall indemnify, defend and hold City harmless for, from and against all liability by reason thereof, including reasonable attorney’s fees and all costs incurred by City in such action.

47.  SURVIVAL

All warranties, representations and indemnifications by CM@Risk will survive the completion or termination of this Contract.

48.  MODIFICATION

No supplement, modification or amendment of any term of this Contract will be deemed binding or effective unless in writing and signed by the parties hereto and in conformation with provisions of this Contract except as expressly provided herein to the contrary.

49.  SEVERABILITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, illegal or unenforceable to any extent, the remainder of this Contract and the application thereof will not be affected and will be enforceable to the fullest extent
permitted by law.

50. INTEGRATION

This Contract contains the full agreement of the parties hereto. Any prior or contemporaneous written or oral agreement between the parties regarding the subject matter hereof is merged and superseded hereby.

51. TIME IS OF THE ESSENCE

Time of each of the terms, covenants and conditions of this Contract is hereby expressly made of the essence.

52. THIRD PARTY BENEFICIARY

This Contract will not be construed to give any rights or benefits in the Contract to anyone other than City and CM@Risk. All duties and responsibilities undertaken pursuant to this Contract will be for the sole and exclusive benefit of City and CM@Risk and not for the benefit of any other party.

53. COOPERATION AND FURTHER DOCUMENTATION

CM@Risk agrees to provide City such other duly executed documents as may be reasonably requested by City to implement the intent of this Contract.

54. EXHIBITS

The parties agree that all references to this Contract include all exhibits designated in and attached to this Contract, such exhibits being incorporated into and made an integral part of this Contract for all purposes.

55. CONFLICT IN LANGUAGE

All Work and Deliverables will conform to all applicable City codes, ordinances and requirements. If there is a conflict in interpretation between provisions in this Contract and any exhibits thereto, the provisions in this Contract will prevail.

56. HEADINGS

The headings used in the Contract are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

57. NON-APPROPRIATION

If funds either appropriated by City Council or otherwise allocated to perform the Work become unavailable for payment by City under this the Contract, City may delay the Work for a period up to six (6) months, after which date if no funds are legally available, the Contract then in effect may be terminated by City at its option. In case of any such delay by City, CM@Risk may suspend performing the design phase services or Work, as applicable. CM@Risk may not terminate the Contract.
58. ASSIGNMENT OF CLAIMS

City and CM@Risk recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by City. Therefore, CM@Risk hereby assigns City any and all claims for such overcharges. CM@Risk in all subcontracts shall require all Subcontractors to likewise assign all claims for overcharges to the City.

59. DISPUTES

Any failure of City to make a decision within the time limit set forth shall not be construed as acquiescence in all or any part of any CM@Risk claim for relief.

60. SEXUAL HARASSMENT

CM@Risk shall comply with the City’s current policy regarding sexual harassment. City prohibits sexual harassment by any person on City’s premises or at any City affiliated functions.

61. AMENDMENTS

The Contract may not be changed, altered, or amended in any way except in writing signed by duly authorized representatives of CM@Risk and City.

62. CM@RISK RECORDS

CM@Risk agrees to retain all records relating to the Contract pursuant to A.R.S. § 35-214, as amended from time to time. CM@Risk agrees to make those records available at all reasonable times for inspection and audit by City during the term of the Contract and for a period of five (5) years after the completion of the Contract. The records shall be provided at City Engineering and Transportation Department, Engineering Division, Tempe, Arizona, or another location designated by City upon reasonable notice to CM@Risk.

63. NO CONSTRUCTION AGAINST DRAFTING PARTY

Each party acknowledges that it has had an opportunity to review the Contract with counsel, and such documents shall not be construed against any party that is determined to have been the drafter of the documents.

64. INTERPRETATION OF CONTRACT DOCUMENTS

64.1. In the event of omissions in the Contract documents, the following shall apply.

   64.1.1. If the Contract is not complete as to any minor detail of a required construction system or with regard to the manner of combining or installing of parts, materials, or equipment, but there exists an accepted trade standard for good and skillful construction, pursuant to MAG Specifications or otherwise, such detail shall be deemed to be an implied requirement of the Contract in accordance with such accepted trade standard.
64.1.2. The quality and quantity of parts or materials supplied shall conform to trade standards and be compatible with the type, composition, strength, size and profile of the parts of materials otherwise specified in the Contract documents.
LIST OF SUBCONTRACTORS .......................................................... SB-1
STATUTORY PERFORMANCE BOND ........................................... PB-1/PB-2
STATUTORY PAYMENT BOND ..................................................... PB-3/PB-4
CERTIFICATION BY THE CONTRACTOR AUTHORIZING
EMPLOYEES TO SIGN BINDING AGREEMENT ............................... C-1
CONTRACTOR’S AFFIDAVIT REGARDING SETTLEMENT
OF CLAIMS .................................................................................. AFF-1
AFFIDAVIT OF GENERAL CONTRACTOR/PRIME CONSULTANT
REGARDING HEALTH INSURANCE ............................................... AFF-2
CITY OF TEMPE GUIDELINES FOR IMPLEMENTATION
OF HEALTH INSURANCE ........................................................... AFF-3/AFF-4
AFFIDAVIT DEMONSTRATING LAWFUL PRESENCE
IN THE UNITED STATES ............................................................. LP-1
COMPLIANCE WITH TEMPE CITY CODE
ON ANTIDISCRIMINATION ......................................................... AD-1
ACKNOWLEDGEMENT REGARDING
LETTER IN GOOD STANDING .................................................. ACK-1

[SIGNATURE PAGE TO FOLLOW]
IN WITNESS WHEREOF, the parties have executed this Contract this ________ day of __________________________, 2019.

CITY OF TEMPE, ARIZONA

By: ________________________________
   Mark W. Mitchell, Mayor

By: ________________________________
   Engineering and Transportation Director

ATTEST: ________________________________

Carla R. Reece, City Clerk

Recommended By: ________________________________

Deputy Engineering and Transportation Director/City Engineer

APPROVED AS TO FORM: ________________________________

Judith R. Baumann, City Attorney

CM@Risk warrants that the person who is signing this Contract on behalf of CM@Risk is authorized to do so and to execute all other documents necessary to carry out the terms of this Contract.

Achen-Gardner Construction, LLC

______________________________
Signature

______________________________
Printed Name

______________________________
Title

______________________________
Email Address

______________________________
Federal I.D. No./Tax Payer I.D. No.
LIST OF SUBCONTRACTORS

In accordance with the provisions of Section 108.2 of the MAG Specifications, CM@Risk shall provide the information listed below regarding proposed Subcontractors which are subject to approval by the City.

<table>
<thead>
<tr>
<th>Subcontractor Name</th>
<th>Address</th>
<th>Type of Work</th>
<th>% of Total Contract</th>
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SB-1
STATUTORY PERFORMANCE BOND
PURSUANT TO TITLE 34,
CHAPTER 6, OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the 27th day of June, 2019, to complete Project No. 3233018B, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is such, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term of said Contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the Contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect.
Provided, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 6, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title and Chapter, to the extent as if it were copied at length herein.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by the Court. The performance under this bond is limited to the construction to be performed under this Contract and does not include any design services, preconstruction services, finance services, maintenance services, operations services or any other related services included in the Contract.

DATED this _____ day of ____________________, 2019.

PRINCIPAL

BY:

**
SURETY

BY:

AGENCY ADDRESS

** Surety hereby acknowledges they are licensed to do business in the State of Arizona **
STATUTORY PAYMENT BOND
Pursuant to Title 34,
Chapter 6, of the Arizona Revised Statutes
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, the Principal has entered into a certain written Contract with the
Obligee, dated the 27th day of June, 2019, to complete Project No. 3233018B, which Contract is
hereby referred to and made a part hereof as fully and to the same extent as if copied at length
herein.

NOW, THEREFORE, the condition of this obligation is such, that if the said
Principal shall promptly pay all monies due to all persons supplying labor or materials to the
Principal or the Principal’s Subcontractors in the prosecution of the construction provided for the
Contract, then this obligation shall be void, otherwise to remain in full force and effect;

Provided, however, that this bond is executed pursuant to Title 34, Chapter 6,
Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with
the provisions, conditions and limitations of said Title and Chapter to the same extent as if it were
copied at length in this Contract.
The prevailing party in a suit on this bond shall recover as a part of the judgment reasonable attorney fees that may be fixed by the Court.

DATED this _______ day of ______________________, 2019.

PRINCIPAL

BY:________________________________________

**

SURETY

BY:________________________________________

AGENCY ADDRESS

** Surety hereby acknowledges they are licensed to do business in the State of Arizona **
CERTIFICATION BY THE CONTRACTOR AUTHORIZING EMPLOYEES TO SIGN BINDING AGREEMENTS

Sewer Capacity Improvements – 23rd Street from Priest to Hardy Drives and 23rd Street to Broadway Road
Project No. 3233018B

The following employees in our organization are duly authorized to sign binding agreements for and on behalf of the owner, partner, or principal of the corporation, or the manager or member of the limited liability company including, but not limited to, pay requests, change orders, required certifications, etc.:

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Contractor Name: __________________________________________

Signed By: _________________________________________________

Printed Name: ______________________________________________

Title: _____________________________________________________

Date: _____________________________________________________

C-1
CITY OF TEMPE DEPARTMENT OF ENGINEERING AND TRANSPORTATION
CONDITIONAL WAIVER AND RELEASE
FOR CONTRACTOR’S PAYMENT
AND SETTLEMENT OF CLAIMS

Upon receipt of payment from the City of Tempe, the undersigned:

Contractor’s Name: _____________________________________________

Contractor’s Address: ___________________________________________

has been paid and acknowledges having received final payment from the City of Tempe in the amount of
$___________ [state dollar amount for final, total contract amount] for full and final payment
of all work, services, equipment, labor, skill and material furnished, delivered and performed by the
undersigned for the city or anyone in the construction [or other services] for SEWER CAPACITY
IMPROVEMENTS – 23RD STREET FROM PRIEST TO HARDY DRIVES AND 23RD
STREET TO BROADWAY ROAD and PROJECT NO. 3233078B, at the location of 2008 South
Hardy Drive; and when the check has been properly endorsed and has been paid by the bank on which it is
drawn, this document becomes effective to release any and all rights to mechanic’s liens, any state or federal
statutory bond right, any private bond right, any claim for payment and any and all rights under any
applicable federal, state or local laws related to claim or payment rights for persons in the undersigned’s
position held on the above-referenced project against the City of Tempe, for this value received, except for
disputed claims in the amount of $___________. Before any recipient of this document relies on it, the
person should verify evidence of payment to the undersigned.

The undersigned, in consideration of the payment acknowledged, hereby warrants that he has already paid
or will pay using the monies received from this final payment to promptly pay in full all his contractors,
subcontractors, laborers, materialmen and suppliers for all work, materials, equipment or services provided
to the above-referenced project.

_________________________  __________________________
Contractor Signature            Date

By (Print Name and Title)

AFF-1
CITY OF TEMPE
TEMPE, ARIZONA
DEPARTMENT OF ENGINEERING AND TRANSPORTATION

AFFIDAVIT OF GENERAL CONTRACTOR/PRIME CONSULTANT
REGARDING
HEALTH INSURANCE

______________, Arizona
Date________________________

Sewer Capacity Improvements – 23rd Street from Priest to Hardy Drives and 23rd Street to Broadway Road
PROJECT NO. 3233018B

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

Name of Insurance Company: ______________________________

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

Policy No.: ______________________________

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

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

Signed and dated at ______________________________, this __________ day of ______________________________, 2019.

__________________________
General Contractor/Prime Consultant

By: ______________________________

STATE OF ARIZONA )
) ss
COUNTY OF MARICOPA )

SUBSCRIBED AND SWORN to before me this __________ day of ______________________________, 2019.

__________________________
Notary Public

AFF-2
CITY OF TEMPE
GUIDELINES FOR IMPLEMENTATION OF HEALTH INSURANCE

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

1. All Prime Consultants who enter into a Engineering and Transportation contract or General Contractors who bid on Engineering and Transportation projects that are advertised for bid and enter into a contract in excess of $30,000 with the City of Tempe after January 1, 2001, are required to sign an affidavit in the form attached hereto. The prime consultant or general contractor shall require that all major Subconsultants or Subcontractors, defined as entities doing work in excess of $30,000, comply with the health insurance requirements. In signing the affidavit, prime consultants and general contractors may refer to and rely upon these Guidelines for interpretation.

2. Health insurance is required for permanent employees who work for the consultant/contractor more than one hundred and twenty (120) days in any calendar year. A “work day” consists of any time within a twenty-four (24) hour period, regardless of number of hours that the individual is paid. This requirement excludes students working part-time who are enrolled in a recognized educational institution. Many companies have a grace period or a qualifying period prior to commencement of insurance coverage, which is acceptable so long as the employee coverage begins by the 120th day of contract signing. Temporary employees will be covered to the same extent as the City of Tempe covers temporary employees as determined at the start of each project.

3. If a contractor is a “Union” shop and withholds union dues from employees for health insurance coverage that is also offered to their eligible dependents and meets all City requirements, the Contractor may so note on the required affidavit.

4. The health insurance requirements herein apply to all employees that are directly involved with the City Project including support and administrative personnel.

5. Health insurance coverage must be maintained during the entire time of the Contract, including any warranty periods, with the City.

6. All complaints concerning violations of the health insurance requirements shall be filed by an employee, in writing, with the Engineering and Transportation Department, within thirty (30) days from discovery of the violation. An administrative hearing will be held before the Engineering and Transportation Director, and a written decision of findings will be provided to the parties to the hearing within ten (10) days thereafter. Appeal from the decision of the Engineering and Transportation Director may be made within ten (10) days of the date of the decision by filing a notice.

AFF-3
of appeal in writing with the Engineering and Transportation Department. If an appeal is timely filed, an administrative hearing will be held before an administrative hearing officer appointed by the City Manager. The decision of the administrative hearing officer shall be final.

7. In the event of a finding by the City of a violation of the insurance provisions, the company in violation of the provision shall be barred from bidding on, or entering into, any Engineering and Transportation contract with the City for a minimum period of three (3) years.

8. All consultants and contractors subject to the health insurance requirements shall post, in English and Spanish, notice of the health insurance requirements at its office and at the job site. Signs for posting will be provided by the City.

These "Guidelines for Implementation of Health Insurance", issued and dated this 21st day of August, 2002, hereby amend all guidelines previously issued.
AFFIDAVIT DEMONSTRATING LAWFUL PRESENCE IN THE UNITED STATES

A.R.S. § 1-501 and § 1-502 require any individual person or sole proprietor who applies to the City for a local public benefit (including the award of a contract) to demonstrate his or her lawful presence in the United States. An individual person or sole proprietor who submits a bid for this contract must complete this Affidavit and submit it with the bid, along with a copy of one of the documents listed below.

ALL VIOLATIONS OF FEDERAL IMMIGRATION LAW SHALL BE REPORTED TO 1-866-347-2423

LAWFUL PRESENCE IN THE UNITED STATES CAN BE DEMONSTRATED BY PRESENTATION OF ONE (1) OF THE DOCUMENTS LISTED BELOW.

Please present the document indicated below to the City. If mailing the document, attach a copy of the document to this Affidavit. (If the document may not be copied, present the document in person to the City for review and signing of the affidavit.)

1. An Arizona driver license issued after 1996.
   Print first 4 numbers/letters from license:

2. An Arizona non-operating identification License.
   Print first 4 numbers/letters:

3. A birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.
   Year of birth: ________________ Place of birth: ______________________

   Year of birth: __________________ Place of birth: ______________________

5. A United States passport.
   Print first 4 numbers/letters on Passport:

6. A foreign passport with a United States Visa.
   Print first 4 numbers/letters on Passport
   Print first 4 numbers/letters on Visa

7. An I-94 form with a photograph.
   Print first 4 numbers on I-94:

   Print first 4 numbers/letters on EAD:

   Date of Issuance: ___________ Refugee Country: ______________________

10. A United States Certificate of Naturalization.
    Print first 4 digits of CIS Reg. No.: __________

    Date of Issuance: ___________ Place of Issuance: ______________________

    Date of Issuance: ___________ Name of Tribe: ______________________

13. A tribal or Bureau of Indian Affairs Affidavit of Birth.
    Year of Birth: ___________ Place of Birth: ______________________

I DO SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT I AM LAWFULLY PRESENT IN THE UNITED STATES AND THAT THE DOCUMENT I PRESENTED ABOVE AS VERIFICATION IS TRUE.

__________________________________________
Signature

__________________________________________
Print Name

__________________________________________
Date:

__________________________________________
Business/Company (if applicable)

__________________________________________
Address

__________________________________________
City, State, Zip Code

STATE OF ARIZONA
COUNTY OF MARICOPA

SUBSCRIBED AND SWORN to before me this ___________ day of ________________, 2019.

[Notary Seal] ____________________________
Notary Public

LP-1
COMPLIANCE WITH TEMPE CITY CODE
CHAPTER 2 ARTICLE VIII SECTION 2-603(5)

Per Tempe City Code Chapter 2 Article VIII Section 2-603(5), it is unlawful for a city vendor or city contractor, because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges or employment.

City vendors and contractors of fifteen (15) or more employees shall provide a copy of its antidiscrimination policy to the city’s procurement officer to confirm compliance with this article. Employers having fourteen (14) or less employees may attest in writing to compliance with this article.

- CONTRACTOR means any person who has a contract with the City.
- VENDOR means a person or firm in the business of selling or otherwise providing products, materials, or services.

CONTRACTOR/VENDOR, select one:

- Current copy of antidiscrimination policy attached

OR

- I hereby certify __________________________ (contractor/vendor) to be in compliance with Tempe City Code Chapter 2 Article VIII Section 2-603(5).

______________________________  Date: __________________
Signature

______________________________  Title
Print Name

______________________________
Company

AD-1
ACKNOWLEDGEMENT REGARDING LETTER IN GOOD STANDING

SEWER CAPACITY IMPROVEMENTS – 23RD STREET FROM PRIEST TO HARDY DRIVES AND 23RD STREET TO BROADWAY ROAD
PROJECT NO. 3233018B

Signing this document acknowledges contractor’s understanding of the requirements outlined in the Contract (Section 6.1 referencing taxes) stating the following:

6.1 CM@Risk Requirements and Conditions.

6.1.1 Licenses, Taxes and Permits

Prior to execution of this Contract, CM@Risk must ensure all applicable taxes due by Contractor are paid in full. At all times, the determination of applicable taxes and rates, and remitting taxes owed, shall be the sole responsibility of Contractor.

It is the sole responsibility of the Contractor and any subcontractors to obtain a Letter of Good Standing from the Arizona Department of Revenue prior to Contract award. Go to https://azdor.gov/Collections.aspx to obtain directions regarding how to submit for the Letter of Good Standing. The Letter of Good Standing must have been issued within the last 90 days from the award date of the contract.

In the event a “denial” letter is received from the Arizona Department of Revenue, should any taxes owed by the Contractor not be remitted in full prior to award along with the receipt of a Letter of Good Standing from the Contractor, the award of the contract will not move forward.

I hereby acknowledge ____________________________ (contractor/vendor) will be in compliance with section 6.1 at the time of a contract award.

________________________________________  __________________________
Signature                                           Date:

________________________________________  __________________________
Print Name                                           Title

________________________________________
Company

ACK-1
May 28, 2019

City of Tempe
Engineering Division
31 E. 5th Street
Tempe, AZ 85281

Attn: Barrett Jurgemeyer, Project Manager / Senior Civil Engineer

Re: City of Tempe – Sewer Capacity Improvements 23rd Street from Priest Drive to Hardy Drive and Hardy Drive From 23rd Street to Broadway Road
      City of Tempe Project No. 3233018B Phase 1
      Achen-Gardner Project No. 3778101

Subj: Achen-Gardner GMP 1 Proposal (Rev-1)

Dear Mr. Jurgemeyer:

Achen-Gardner Construction, LLC respectfully submits for your review and approval our GMP 1 Proposal dated 5/28/19 for the Sewer Capacity Improvements 23rd Street from Priest Drive to Hardy Drive and Hardy Drive from 23rd Street to Broadway Road City of Tempe Project No. 3233018B Phase 1.

Achen-Gardner proposes to complete the all-inclusive scope of work defined in the construction documents for a Guaranteed Maximum Price (GMP) not to exceed $4,126,746.92 as qualified here in. This total includes a Project Contingency of $85,886.30.

Please feel free to contact myself with any questions or comments by phone at (602)-376-0103 or by e-mail at bfroelich@achen.com. We are looking forward to another successful project with the City of Tempe.

Sincerely,

ACHEN-GARDNER CONSTRUCTION, LLC

Brian Froelich

Brian Froelich, Project Manager

Attachments

Cc: Project File
    DS / dspitza@achen.com
INDEX OF EXHIBITS

GMP 1 PROPOSAL (5/28/2019)

City of Tempe – Sewer Capacity Improvements 23rd Street from Priest Drive to Hardy Drive and Hardy Drive From 23rd Street to Broadway Road
COT Project Number: 3233018B/ AGC Project Number: 3778101

- ATTACHMENT A: PROJECT DESCRIPTION........................................PAGE 3

- ATTACHMENT B: THE WORK.........................................................PAGE 4
  - B.1: PROPOSAL LIST OF DOCUMENTS.......................................PAGE 4
  - B.2: PROJECT CONSTRUCTION PHASE KEY PERSONNEL..........PAGE 7

- ATTACHMENT C: GMP PROPOSAL SCHEDULE OF VALUES........PAGE 8
  - C.1: GMP PROPOSAL SOV SUMMARY........................................PAGE 8
  - C.2: GMP PROPOSAL SOV..........................................................PAGE 9
  - C.3: CLARIFICATIONS, INCLUSIONS & EXCLUSIONS...............PAGE 11
    - C.3.1: SUB & SUPPLIER RECOMMENDATIONS..........................PAGE 17

- ATTACHMENT D: PROJECT SCHEDULE.........................................PAGE 102
ATTACHMENT A – PROJECT DESCRIPTION

GMP 1 PROPOSAL (6/3/2019)

City of Tempe – Sewer Capacity Improvements 23rd Street from Priest Drive to Hardy Drive and Hardy Drive From 23rd Street to Broadway Road
COT Project Number: 3233018B/ AGC Project Number: 3778101

The City of Tempe’s Sewer Capacity Improvements 23rd Street from Priest Drive to Hardy Drive and Hardy Drive from 23rd Street to Broadway Road (Phase 1) includes approximately 3,694 LF of Sanitary Sewer ranging in sizes from 15” to 24”. Also, there are twelve manholes to be installed, by-pass of the existing flows where required, one junction structure to be installed, approximately 1,071 LF of 2-4” conduits and 2-#7 pull boxes to be installed for future fiber optics, and the existing asphalt and concrete sidewalk/driveway/curb will be replaced as required.

It should be noted that the Project includes a Phase 2 scope that includes abandoning the existing 10” sanitary sewer and relocating services and laterals associated with the existing 10” and 18” sanitary sewer. This work is excluded from this GMP, and will be delivered under a future contract.
ATTACHMENT B.1 – PROPOSAL LIST OF DOCUMENTS

GMP 1 PROPOSAL (5/28/2019)

City of Tempe – Sewer Capacity Improvements 23rd Street from Priest Drive to Hardy Drive and Hardy Drive From 23rd Street to Broadway Road
COT Project Number: 3233018B/ AGC Project Number: 3778101

The GMP proposal included herein was developed based off of the following items:

- The 90% plans titled Sewer Capacity Improvements 23rd Street from Priest Drive to Hardy Drive and Hardy Drive from 23rd Street to Broadway Road, Project No. 3233018B (Project Plans – Sheet 1 to 20 dated 5/1/19). Revised Sheets 17 and 17A of 20, which was emailed on 5/22/19 by Barrett Jurgenmeyer (See Attached)

- MAG Specifications and the City of Tempe supplemental specifications and details.


- Achen-Gardner’s Design Phase Proposal including all attachments dated 4/5/19.

- Achen-Gardner’s GMP 1 Proposal including all attachments dated 5/28/19.

- Achen-Gardner’s Sewer Capacity Improvements 23rd Street from Priest Drive to Hardy Drive and Hardy Drive from 23rd Street to Broadway Road Design Phase Services Contract, Project No. 3233018B and all attachments dated 4/15/19 (Note: CMAR assumes similar Construction GMP Contract Agreement and Terms will be utilized. Achen-Gardner reserves the right to negotiate any material changes.)

- Request for Statement of Qualifications Construction Manager at Risk Services (2019)

- Statement of Qualifications Dated 2/27/19

- Construction Draft Contract (2019)
ATTACHMENT B.2 – KEY CONSTRUCTION PHASE PERSONNEL

GMP 1 PROPOSAL (5/28/2019)

City of Tempe – Sewer Capacity Improvements 23rd Street from Priest Drive to Hardy Drive and Hardy Drive From 23rd Street to Broadway Road
COT Project Number: 3233018B/ AGC Project Number: 3778101

Achen-Gardner’s project key personnel for construction phase are as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Phone</th>
<th>E-Mail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brian Froelich</td>
<td>Project Manager</td>
<td>602-376-0103</td>
<td><a href="mailto:bfroelich@achen.com">bfroelich@achen.com</a></td>
</tr>
<tr>
<td>Mark Gierszewski</td>
<td>Project Superintendent</td>
<td>602-980-1621</td>
<td><a href="mailto:mgierszewski@achen.com">mgierszewski@achen.com</a></td>
</tr>
<tr>
<td>Howdy Hale</td>
<td>Specialty Superintendent</td>
<td>602-397-2704</td>
<td><a href="mailto:HHale@Achen.com">HHale@Achen.com</a></td>
</tr>
<tr>
<td>Abigail Goode</td>
<td>Project Engineer</td>
<td>602-377-4593</td>
<td><a href="mailto:agoode@achen.com">agoode@achen.com</a></td>
</tr>
</tbody>
</table>

Additional team members to provide support during the construction phase are as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Phone</th>
<th>E-Mail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dan Spitza</td>
<td>Design Phase Manager / Vice President</td>
<td>602-397-3658</td>
<td><a href="mailto:DSPitza@Achen.com">DSPitza@Achen.com</a></td>
</tr>
<tr>
<td>Mike Gewecke</td>
<td>General Wet Utility Superintendent</td>
<td>602-370-2003</td>
<td><a href="mailto:MGewecke@Achen.com">MGewecke@Achen.com</a></td>
</tr>
<tr>
<td>Dana Ratkovich</td>
<td>Project Lead Estimator</td>
<td>480-940-1300</td>
<td><a href="mailto:DRatkovich@Achen.com">DRatkovich@Achen.com</a></td>
</tr>
<tr>
<td>Rob Pierce</td>
<td>President</td>
<td>480-940-1300</td>
<td><a href="mailto:RPierce@Achen.com">RPierce@Achen.com</a></td>
</tr>
</tbody>
</table>

(Note: Additional key construction phase personnel will be added or removed to this list as necessary.)
ATTACHMENT C.1 – GMP PROPOSAL SCHEDULE OF VALUES SUMMARY

GMP 1 PROPOSAL (05/28/2019)

City of Tempe – Sewer Capacity Improvements 23rd Street from Priest Drive to Hardy Drive and Hardy Drive From 23rd Street to Broadway Road
COT Project Number: 3233018B/ AGC Project Number: 3778101

Contractor will complete the Work in accordance with the construction documents and accept in full payment for the work items listed below the following GMP approved Prices, as detailed on Attachments C.2 and C.3 and qualified on other GMP 1 Proposal Attachments:

<table>
<thead>
<tr>
<th>Item:</th>
<th>Percent of GMP:</th>
<th>Not-to-Exceed Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost of the Work</td>
<td>74.90%</td>
<td>$3,090,762.02</td>
</tr>
<tr>
<td>General Conditions</td>
<td>8.35%</td>
<td>$344,690.14</td>
</tr>
<tr>
<td>Contractor’s Fee</td>
<td>7.49%</td>
<td>$309,190.69</td>
</tr>
<tr>
<td>Insurance</td>
<td>1.59%</td>
<td>$65,531.25</td>
</tr>
<tr>
<td>Bond</td>
<td>0.69%</td>
<td>$28,576.31</td>
</tr>
<tr>
<td>Sales Tax</td>
<td>4.90%</td>
<td>$202,110.21</td>
</tr>
<tr>
<td>Project Contingency</td>
<td>2.08%</td>
<td>$85,886.30</td>
</tr>
<tr>
<td><strong>GMP total</strong></td>
<td></td>
<td><strong>$4,126,746.92</strong></td>
</tr>
</tbody>
</table>

Guaranteed Not-To-Exceed Maximum Price or GMP (The sum of the computed totals listed in the GMP Proposal Schedule and detailed in Contractor’s GMP Proposal dated May 28, 2019 and referenced in the GMP Attachments in the Construction Contract):

$ 4,126,746.92

Four million one hundred twenty six thousand seven hundred forty six dollars, and ninety two cents.

THE GMP PROPOSAL IS BASED UPON ESTIMATED QUANTITIES, UNIT PRICES INCLUDED ON ATTACHMENT C.2 AND ALLOWANCES. IF THERE IS AN ERROR IN THE GMP PROPOSAL OR COMPUTED TOTALS BY THE CONTRACTOR IT SHALL BE CHANGED AND THE UNIT PRICES SHALL GOVERN. City shall pay Contractor for completion of the work based on actual measured quantities and City agreed to unit prices in accordance with the City approved Schedule of Values (re: Proposal Attachment C.2). It is understood that these individual unit prices may include the cost associated with the risk of delivering the work in accordance with Section 6 (Construction Manager At Risk Agreement – Construction Services Contract) – Guaranteed Maximum Price and associated GMP Proposal Clarifications (re: Proposal Attachment C.3). Contractor is not responsible for the adequacy of the City Allowance amounts if applicable.
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>JUNCTION STRUCTURE - MH 01</td>
<td>1.00</td>
<td>EA</td>
<td>$124,080.58</td>
<td>$124,080.58</td>
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<tr>
<td>20</td>
<td>5RD/5AI PLUG &amp; MAINTAIN</td>
<td>1.00</td>
<td>LS</td>
<td>$12,179.42</td>
<td>12,179.42</td>
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<tr>
<td>30</td>
<td>F&amp;B 14&quot; SEWER</td>
<td>3,334.00</td>
<td>LF</td>
<td>$441.99</td>
<td>1,473,594.66</td>
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<tr>
<td>35</td>
<td>F&amp;B 18&quot; SEWER</td>
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<td>LF</td>
<td>$338.63</td>
<td>121,903.20</td>
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<tr>
<td>40</td>
<td>F&amp;B 15&quot; SEWER CONNECT TO EXISTING 2 EA 10 LF</td>
<td>2.00</td>
<td>EA</td>
<td>$14,836.36</td>
<td>29,672.72</td>
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<tr>
<td>50</td>
<td>F&amp;B 12&quot; SEWER &amp; TEMP CONNECTION 206+56</td>
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<td>EA</td>
<td>$7,156.07</td>
<td>7,156.07</td>
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<tr>
<td>60</td>
<td>RESHAPE BASE EX MH 206+59</td>
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<td>EA</td>
<td>$2,444.86</td>
<td>2,444.86</td>
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<tr>
<td>70</td>
<td>BYPASS PUMPING FOR 35&quot; CONNECTIONS</td>
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<td>LS</td>
<td>$42,910.03</td>
<td>42,910.03</td>
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<tr>
<td>90</td>
<td>5' D MANHOLE ARMOROCK</td>
<td>12.00</td>
<td>EA</td>
<td>$19,254.53</td>
<td>231,053.60</td>
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<tr>
<td>100</td>
<td>2-4&quot; CONDUITS (ALLOWANCE)</td>
<td>17,532.27</td>
<td>AL</td>
<td>$1.00</td>
<td>17,532.27</td>
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<tr>
<td>110</td>
<td>#7 FULL BOX WITH EXTENSION (ALLOWANCE)</td>
<td>1,512.58</td>
<td>AL</td>
<td>$1.00</td>
<td>1,512.58</td>
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<tr>
<td>120</td>
<td>8&quot; ACP WATER REPAIR MAG 403-3</td>
<td>1.00</td>
<td>EA</td>
<td>$5,194.85</td>
<td>5,194.85</td>
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<tr>
<td>130</td>
<td>6&quot; - 12&quot; SEWER REPAIR MAG 403-3 SDR 26</td>
<td>16.00</td>
<td>EA</td>
<td>$3,647.43</td>
<td>58,358.68</td>
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<tr>
<td>140</td>
<td>REMOVE REPLACE VC&amp;G, SINGLE, ROLL OR PLANTER CURB</td>
<td>137.00</td>
<td>LF</td>
<td>$39.18</td>
<td>5,367.66</td>
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<tr>
<td>150</td>
<td>REMOVE REPLACE VALLEY GUTTER</td>
<td>725.00</td>
<td>SF</td>
<td>$24.61</td>
<td>17,842.25</td>
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<tr>
<td>160</td>
<td>REMOVE REPLACE SIDEWALK</td>
<td>100.00</td>
<td>SF</td>
<td>$17.36</td>
<td>1,736.00</td>
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<tr>
<td>170</td>
<td>REMOVE &amp; REPLACE BOLLARD</td>
<td>4.00</td>
<td>EA</td>
<td>$277.57</td>
<td>1,110.28</td>
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<td>180</td>
<td>REMOVE &amp; REPLACE PALM TREE</td>
<td>4.00</td>
<td>EA</td>
<td>$4,044.24</td>
<td>16,176.96</td>
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<tr>
<td>190</td>
<td>REMOVE &amp; REPLACE LANDSCAPE</td>
<td>300.00</td>
<td>SF</td>
<td>$7.29</td>
<td>2,187.00</td>
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<tr>
<td>200</td>
<td>REMOVE &amp; REPLACE SURVEY MARKER A</td>
<td>1.00</td>
<td>EA</td>
<td>$450.00</td>
<td>450.00</td>
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<tr>
<td>220</td>
<td>REMOVE &amp; REPLACE TRAFFIC LOOPS (ALLOWANCE)</td>
<td>6,600.00</td>
<td>AL</td>
<td>$1.00</td>
<td>6,600.00</td>
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<tr>
<td>230</td>
<td>SURVEY</td>
<td>1.00</td>
<td>LS</td>
<td>$6,000.00</td>
<td>6,000.00</td>
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<tr>
<td>240</td>
<td>MATERIAL TESTING (ALLOWANCE)</td>
<td>35,200.00</td>
<td>AL</td>
<td>$1.00</td>
<td>35,200.00</td>
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<tr>
<td>250</td>
<td>SWPP (ALLOWANCE)</td>
<td>23,270.80</td>
<td>AL</td>
<td>$1.00</td>
<td>23,270.80</td>
</tr>
<tr>
<td>260</td>
<td>TRAFFIC CONTROL (ALLOWANCE)</td>
<td>89,300.00</td>
<td>AL</td>
<td>$1.00</td>
<td>89,300.00</td>
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<tr>
<td>270</td>
<td>UNIFORMED OFF DUTY OFFICER (ALLOWANCE)</td>
<td>18,000.00</td>
<td>AL</td>
<td>$1.00</td>
<td>18,000.00</td>
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<tr>
<td>280</td>
<td>CONSTRUCTION WATER</td>
<td>3.00</td>
<td>LS</td>
<td>$10,080.00</td>
<td>30,240.00</td>
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<tr>
<td>290</td>
<td>MOBILIZATION</td>
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<td>10,617.34</td>
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<tr>
<td>300</td>
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<td>$8,923.84</td>
<td>8,923.84</td>
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<tr>
<td>310</td>
<td>GENERAL CONDITIONS</td>
<td>4.00</td>
<td>MO</td>
<td>$72,708.07</td>
<td>290,832.28</td>
</tr>
</tbody>
</table>

**SUBTOTAL** | $2,665,389.49

**FULL DEPTH PAVING 6" AC ON 6" ABC**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1100</td>
<td>FULL DEPTH PAVING 6&quot; AC ON 12&quot; ABC</td>
<td>3,169.00</td>
<td>SY</td>
<td>$77.14</td>
<td>244,456.66</td>
</tr>
<tr>
<td>1110</td>
<td>LOWER &amp; RAISE EXISTING MH, V&amp;B&amp;C</td>
<td>2.00</td>
<td>EA</td>
<td>$700.00</td>
<td>1,400.00</td>
</tr>
<tr>
<td>1120</td>
<td>REMOVE AC &amp; REPLACE 2&quot; ASPHALT BASE COURSE TEMP</td>
<td>809.00</td>
<td>SY</td>
<td>$30.25</td>
<td>24,472.25</td>
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<tr>
<td>1130</td>
<td>GENERAL CONDITIONS</td>
<td>0.75</td>
<td>MO</td>
<td>$71,410.48</td>
<td>53,857.86</td>
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<tr>
<td>1140</td>
<td>SURVEY</td>
<td>1.00</td>
<td>LS</td>
<td>$4,960.00</td>
<td>4,960.00</td>
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<tr>
<td>1150</td>
<td>MATERIAL TESTING (ALLOWANCE)</td>
<td>10,400.00</td>
<td>$</td>
<td>$1.00</td>
<td>10,400.00</td>
</tr>
<tr>
<td>1160</td>
<td>TRAFFIC CONTROL (ALLOWANCE)</td>
<td>14,580.00</td>
<td>$</td>
<td>$1.00</td>
<td>14,580.00</td>
</tr>
<tr>
<td>1170</td>
<td>CONSTRUCTION WATER</td>
<td>1.00</td>
<td>LS</td>
<td>$12,054.54</td>
<td>12,054.54</td>
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<tr>
<td>1180</td>
<td>MOBILIZATION</td>
<td>1.00</td>
<td>LS</td>
<td>$10,617.34</td>
<td>10,617.34</td>
</tr>
</tbody>
</table>

**TOTAL FULL DEPTH PAVING** | $376,796.66

**T-TOP & SLURRY SEAL**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2010</td>
<td>REMOVE AC &amp; REPLACE 6&quot; AC T 450 on 12&quot; ABC</td>
<td>2,376.00</td>
<td>SY</td>
<td>$88.56</td>
<td>210,418.56</td>
</tr>
<tr>
<td>2015</td>
<td>REMOVE AC &amp; REPLACE 6&quot; AC T 450 on 18&quot; ABC</td>
<td>1,443.00</td>
<td>SY</td>
<td>$97.54</td>
<td>140,700.22</td>
</tr>
<tr>
<td>2020</td>
<td>TYPE II MICROSEAL</td>
<td>15,062.00</td>
<td>SY</td>
<td>$2.54</td>
<td>38,257.48</td>
</tr>
<tr>
<td>2030</td>
<td>CRACK SEAL</td>
<td>5,728.00</td>
<td>LF</td>
<td>$0.67</td>
<td>3,837.76</td>
</tr>
</tbody>
</table>

**TOTAL T-TOP & SLURRY SEAL** | $393,264.02

**SUBTOTAL DIRECT COSTS** | $3,435,452.16

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Fee Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>5100</td>
<td>CONTRACTOR FEE FOR OVERHEAD &amp; PROFIT</td>
<td>9%</td>
<td>$309,190.69</td>
</tr>
<tr>
<td>5200</td>
<td>INSURANCE</td>
<td>1.75%</td>
<td>65,531.25</td>
</tr>
<tr>
<td>5300</td>
<td>BONDS</td>
<td>0.75%</td>
<td>28,576.31</td>
</tr>
</tbody>
</table>

**TOTAL DIRECT COSTS** | $3,444,642.85

Page 1 of 2
<table>
<thead>
<tr>
<th>Category</th>
<th>Percentage</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
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<td>$3,838,750.41</td>
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<td>Subtotal Sewer Capacity Improvements GMP</td>
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<td>Project Contingency (2.5% of Direct Cost)</td>
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<tr>
<td>W/Contingency</td>
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</table>
1. Scheduling and Phasing:
   
   a. This pricing assumes that a GMP schedule of values will be negotiated on or before 5/24/2019 to allow for Council Approval on 6/27/2019 and a construction Notice to Proceed (NTP) by 7/22/2019 allowing for construction to commence in late July of 2019. See GMP Attachment D.

2. General Clarifications:
   
   a. Re: Other Contractor Coordination – The CMAR agrees to make a good faith effort in coordinating its work with that of “other” contractors working within the project limits.
   
   b. Re: GMP Attachment D, Schedule - The proposed project schedule excludes logic associated with acquiring temporary construction easements or permanent right-of-way of any kind. This GMP Proposal assumes ALL right-of-way and easements required to construct the project have been or will be acquired by the City in time to maintain the project schedule as presented herein.
   
   c. Clarification to contract article 1.25. Approved general conditions include a project manager will be provided at 50% utilization for the project duration, a project engineer will be provided at 100%, a project superintendent will be provided at 100%, and a Project Assistant Superintendent will be provided at 100% utilization for the project duration.
   
   d. This GMP excludes all costs associated with City of Tempe and / or other public agency permit & plan review fees, QA (i.e. inspection) costs, impact fees, utility company fees and / or any other permit or fee not detailed in Attachment C and related attachment.
   
   e. Re: Schedule of Values – This GMP will be administered as a measured quantity x City approved unit price type contract. Final contract price / payout will be based on field measured final completed quantities, City approved unit prices (see Attachment C.2) and applied fee structure (re: Items 5100-5500 percentages), guaranteed not-to-exceed the GMP 1 amount (see GMP SUMMARY ATTACHMENT C.1). It is understood that these individual OWNER approved unit prices include the cost associated with the risk of delivering the work and are not subject to adjustment unless mutually agreed to.
f. Re: Allowance Items – GMP based on City changing description of "Allowances" in the contract to the following: "Allowances" means unforeseen expenses incurred by CM@Risk that are difficult to quantify at the outset of the Contract. Such Allowances shall be determined by City in City's sole discretion, upon submission for approval of such Allowances by CM@Risk. This provision in no way obligates City to pay for or assume responsibility for unforeseen expenses incurred by CM@Risk. Allowances are considered direct costs, and the City will allow CM@Risk to include these in the Cost of the Work and charge the agreed upon rates of overhead, profit, insurance, bonds, and sales taxes to each respective Allowance bid item as defined in the Schedule of Values in Exhibit C2”.

h. Re: Subcontractor and Supplier pricing - GMP based on recommended awarded subcontractor and supplier resource values and associated proposal / quote clarifications / inclusions / exclusions / qualifications included in GMP 1 subcontractor and supplier selection recommendations (See Attachment C.3.1).

i. Re: Work Hours – This GMP is based on working 10 hours per shift (work day) Sunday Night – Friday Morning during night time hours (7:00 pm – 5:00 am) with the exception of asphalt paving and replacing concrete flatwork (cost of plant opening fees are excluded). Work hours for hauling off spoils and stockpiling ABC, from the project yard, will be 8 hours per shift (work day) Monday-Friday during daytime hours.

j. Re: NTP - the Notice to Proceed date is to be mutually agreed upon. Our proposal assumes a July 22, 2019 NTP. Substantial completion to be 149 Calendar days after the NTP. Final completion to be 45 days after substantial completion.

k. Deliverables Scope, as modified and agreed to in the Construction Manager at Risk – Pre-construction services contract dated April 16th, 2019.

I. Achen-Gardner will assist the City’s Project Information Department/Consultant with field visits only to notify all adjacent or impacted residents or businesses at least fortyeight (48) hours in advance of any street, alley, sidewalk, or driveway closures.
3. General Item Inclusions/Clarifications:

a. Bid Items 1100-2030 - It is assumed that on 23rd Street from Priest Drive to Industrial will have T-Top (6" AC on top of 12" ABC), with crack-seal for T-Top only, and micro-seal full street width. On 23rd Street from east side of Industrial to the west side of Hardy will have full depth paving (6" AC on 12" ABC) (2" – ½” PMARAC on top of 4” – ¼” base course (1 – 4” lift, due to minimum lift thickness of ¾” base course is 2 ½”). On Hardy Drive will have T-Top (6” AC on top of 18” ABC) with crack-seal for T-Top only, and micro-seal full street width. 6” AC detail (2” – ½” PMARAC on top of 4” – ¼” base course (1 – 4” lift, due to minimum lift thickness of ¾” base course is 2 ½”). See Exhibit B1 for the revised trench details. If rubberized asphalt isn’t available when needed, per the attached project schedule (Attachment D), time will be added to the overall project duration until the rubberized asphalt is available.

b. Bid Item 90 - 5’ Diameter Manholes to be polymer furnished by Armorock.

c. Bid Item 150 - Our proposal includes removing and replacing the full valley gutter at UDA’s Gate 3 driveway entrance per MAG.

d. Bid Item 150 - Our proposal includes using MAG AA with fiber mesh for all the valley gutter replacement.

e. Bid Item 90 - Our proposal includes Lowering MH’s #112 & #113, and invert elevations by 1’. Includes outlet for both the existing 15” to the south and 18” out to the south east. Slope of 18” line will drop to 0.005ft/ft. These changes were directed in an email from Phil Brown on May 2, 2019.

f. Trench backfill is based on native backfill (6” minus) from 1’ above top of pipe to ABC base course described on 3.a. If because of shrinkage of native backfill, or amount of 6” plus creates an import to complete the trench backfill, the import is excluded and the cost to import will be a change to the project.

g. Bid Item 260 – Traffic Control:

23rd Street

i. Traffic will restricted to 1 lane (10’ wide) going 1 direction during working hours (7:00 pm – 5:00 am), and then 1 lane each direction during non-working hours.

ii. When crossing UDA Gate 3, the driveway will be closed to half the width at a time, which will allow for vehicles/trucks to use the same lane in and out of that gate during working hours.

iii. When crossing UDA Gate 4, Gate 4 will be closed during working hours, and vehicles/trucks to use Gate 5 for both entering and exiting UDA.

iv. When crossing UDA Gate 5, Gate 5 will be closed during working hours, and vehicles/trucks to use Gate 4 for both entering and exiting UDA.

Page 3 of 6 5/28/2019
v. During Paving process, from Industrial to Hardy, will be 1 lane going 1 direction as a 24 hour setup. All businesses, with the exception of UDA, to have entrances closed on 23rd Street and will utilize their entrances on Hardy and Industrial.

Hardy Drive

vi. Traffic will be restricted to 1 land going 1 direction during working hours (7:00 pm - 5:00 am), and then 1 lane each direction during non-working hours.

vii. Traffic control during the non-working hours will have traffic pushed to curb lanes and work zone barricaded in the center turn lane.

viii. Traffic plates will be placed over trench during non-working hours to allow for left turns into UDA.

Misc.

ix. Traffic plates that are within the work zone and will not experience vehicle loading will not be recessed while crews are not working.

x. Traffic plates will not be provided with temporary striping where they hinder the existing street markings.

iv. Traffic plates will not be tack welded together at any time.

v. Construction equipment will be stored within the work zone while the crews are not working.

4. General Exclusions:

   a. Re: Hazardous Materials – This GMP proposal excludes any and all costs associated with handling and/or disposing of hazardous wastes not introduced by Achen-Gardner.

   b. Re: Hard Dig – This GMP proposal excludes any rock excavation requiring blasting and/or hydraulic breakers of any kind.

   c. The filling of any of the abandoned lines with slurry, grout, sand, or material of any kind.

   d. The removal and disposal of any hazardous materials.

   e. The furnishing of any utility pole supports of any kind.

   f. Our Proposal excludes cost impacts due to project shut downs for special events, Holiday moratoriums or football games.

   g. Our proposal excludes all work associated with abandoning existing 10" sanitary sewer, or services and laterals associated with the existing 18" and 10" sanitary sewer (Phase 2).
h. Our proposal excludes work associated with Note 4 on plan sheet 14. The price for this work will be included with GMP for Plan A.

i. Our proposal excludes MH #114 and MH #107 and new 8" sewer, per email from Phil Brown on May 2, 2019.

j. Our proposal excludes the scope for plan sheet 15 removal note 1, per Dana Ratkovich's email on May 2, 2019.

5. Allowance Bid Items:

The following Allowance bid items were estimated based on current market pricing. The Allowance dollar amounts do not include overhead, profit, insurance, bonds, and sales tax. These markups will be applied and paid per Line Items #5100, 5200, 5300, and 5400 (respectively). We are currently soliciting quotes for these bid items. These solicited rates will be subject to City's approval and utilized to compensate for these bid items:

a. Off Duty Police Officers (AGC BI 270): $18,000.00

   i. This Allowance bid item is to be utilized for reimbursement for all the equipment and labor provided by uniformed officers when excavating within 300' of a signalized intersection, or as directed as it relates to this project. Final scope will be as directed by City staff. Any over-runs will be compensated utilizing a mutually agreed to change order.

b. Traffic Control (AGC BI 260 & 1160): $97,880.00

   i. This Allowance bid item is to be utilized for reimbursement for all the equipment, labor, materials, and all other incurred associated costs necessary to implement, maintain, and demobilize all traffic control devices as they relate to this project per the City of Tempe Traffic Barricade Manual (latest edition) and the Manual on Uniform Traffic Control Devices (latest edition) with all exceptions noted herein. In reference to contract article 10.3.2, payment for temporary barricades will be included in this Allowance bid item.

c. 2-4" Conduits (AGC BI 100): $17,532.27

   i. This Allowance bid item is to be utilized for reimbursement for all the equipment, labor, materials, and all other incurred associated cost to furnish and install the 2-4" conduits for future fiber optics.

d. #7 Pull Box with Extension (AGC BI 110): $1,512.58

   i. This Allowance bid item is to be utilized for reimbursement for all the equipment, labor, materials, and all other incurred associated cost to furnish and install the #7 pull boxes for future fiber optics.

e. Remove & Replace Traffic Loops (AGC BI 220): $6,600.00
i. This Allowance bid item is to be utilized for reimbursement for all the equipment, labor, materials and all other cost incurred associated cost to remove and replace any traffic loops.

f. Material Testing (AGC BI 240 & 1150): $45,600.00

i. This Allowance bid item is to be utilized for reimbursement for all quality control testing for the project.

g. SWPPP (AGC BI 250): $23,270.80

i. This Allowance bid item is to be utilized for reimbursement for all cost associated to SWPPP, which include but not limited to ADEQ NOI permit fee, SWPPP plan and manual development, furnishing and installation of BMP’s, and SWPPP inspections.
ATTACHMENT C.3.1 – SUBCONTRACTOR AND SUPPLIER RECOMMENDATIONS

GMP 1 PROPOSAL (5/28/2019)

City of Tempe – Sewer Capacity Improvements 23rd Street from Priest Drive to Hardy Drive and Hardy Drive From 23rd Street to Broadway Road
COT Project Number: 3233018B/ AGC Project Number: 3778101

Subcontractor & Supplier Recommendation Clarifications, Inclusions, and Exclusions:

- GMP 1 is based on the following recommended subcontractors and suppliers for the Sewer Capacity Improvements 23rd Street from Priest Drive to Hardy Drive and Hardy Drive for 23rd Street to Broadway Road. These recommendations are consistent with the projects subcontractor and supplier selection parameters. Unless otherwise specified in the GMP 1 attachments, the GMP 1 proposal is subject to all inclusions, exclusions, clarifications, and qualifications included on quotations and / or proposals included within the entirety of this attachment. Below is a table that summarizes the subcontractors and suppliers Achen-Gardner recommends for this project based on an analysis of best qualified, best price, and best overall value:

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<tr>
<th>Recommended Sub or Supplier</th>
<th>Proposal</th>
<th>Best Price</th>
<th>Best Qualified</th>
<th>Best Value</th>
<th># of Bidders</th>
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Notes:

1.) These material supply costs are incorporated into the GMP's proposed unit prices included in Exhibit C.2. These proposed unit prices include the contractor's and subcontractor's responsibility for risk related to permanent material over and underruns.

2.) Cost Plus items are in the process of soliciting proposals to establish firm rates to manage cost for the following cost plus items 90- 2-4" Conduits, 100- #7 Pull box with extension, 220- remove and replace traffic control loops, 240- Material testing, 250- SWPPP, 260- Traffic control, and 270- Uniformed Off Duty Officer. These rates will be utilized to compensate for these items.

3.) ABC plus back hall makes this the best price
Selected Vendors

**SPECO1**  
Spear Construction Co., LLC  
Contact: Kelly Lewis  
Phone: (623) 362-8400  
Fax: (623) 362-8406  
Email: kellylewis@speararizona.com  
Address: PO Box 10506  
Glendale, AZ 85318

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Vendor Total: 7,700.00
Spear Construction Co., LLC  
Kelly Lewis  
ROC219437  
PO Box 10506  
Glendale, AZ 85318  
KELLYLEWIS@SPEARARIZONA.COM  

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<td>Tempe Sewer Capacity Improvements</td>
<td>City of Tempe AZ</td>
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**ADJUSTMENT**

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TOTAL CONSTRUCTION ESTIMATE

Includes One Mobilization for Prelower and one for Adjustments per phase

**ADDITIONAL COST**

Additional Charge per adjustment if adjustments are not lowered by Spear  

| EA | $ 55.00 |

**EXCLUSIONS**

*EXCLUDES SUNDAY*

- Testing, Permits (U. N.O.), Sales Tax, Bonds, Retention, and Traffic Control
- Asphalt Patchback, Manhole Coatings
- Missing, Replacement or Broken Hardware, MH Rebuilds
- Valve Extensions, Epoxy Coating, Debris Caps, and Locator Coils (unless noted otherwise)
- Adjustments in Concrete, Landscape, Paver areas (unless noted otherwise)
- Adjustment of existing utilities not shown on plans
- Curb removal and replacement for adjustment items in curb (unless noted otherwise)

**Unit Price Bid**
**Selected Vendors**

**BUECO1**
Buesing Corp
Contact: Cecil Wallace
Phone: (602) 233-3339
Fax: (602) 237-9096
Email: cwallace@buesingcorp.com
Address: 3045 S. 43rd Ave.
Phoenix, AZ 85040
Notes: AGGREGATES - DIRT BROKERS, TRUCKING

**Quote Folder:** AGGREGATES AGGREGATES

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Folder Total: 91,795.58

**Vendor Total:** 203,774.27
To: Achen Gardner Construction

Attn: Dana Ratkovich

Phone: 

Fax: 

Bid Date: 

Project No: 

Project: Tempe Sewer Capacity Improvements

Location: 23rd Street Priest to Hardy - Hardy to Broadway

City: Tempe, Az

Date: 4/9/2019

We are pleased to submit the following cost estimate:

Pricing Good Through 12/31/2019 (See Standard Provisions)

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<tr>
<th>QUANTITY</th>
<th>UNIT</th>
<th>DESCRIPTION</th>
<th>PRICE / UNIT</th>
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Standard Provisions

SUFFICIENT QUANTITIES PER DELIVERY TO INSURE 4 HOUR MINIMUM PER TRUCK
Prices do not include weekend, holiday, off hour, or overtime shipments.
Additional charges may apply if any of these conditions occur. Unless otherwise noted dirt haul prices exclude permits, loading, dust control and sweeping.
ALL PRICES ASSUME THAT BUESING CORP'S STANDARD INSURANCE IS ACCEPTABLE
Payment due on or before the 25th day of the month for work completed or materials delivered in the month prior. No retention withheld.

ALL PRICING WILL BE HONORED THROUGH THE DATE SPECIFIED ABOVE PROVIDED THAT WE RECEIVE A P.O., P.A., OR LETTER OF INTENT WITHIN 29 DAYS. IF JOB AWARD IS LONGER THAN 29 DAYS PLEASE NOTIFY US WITHIN THE 29 DAYS, AND WE WILL NEGOTIATE WITH MATERIAL SUPPLIERS TO ALLOW THE PRICE TO BE HONORED

Special Provisions

AGGREGATE PRICING INCLUDES AN ALLOWANCE OF 5 MINUTES FOR BELLY DUMPS & 7 MINUTES FOR SUPERS TO GET FROM PROJECT ENTRANCE TO DUMPSITE, UNLOADED & BACK TO PROJECT ENTRANCE.

If these terms and conditions are acceptable please sign this form and fax it back to the number below acceptance of proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified, Provided there is an understanding between parties that the prime and / or subcontractor must receive an official award. If an official award, contract or subcontract is not consummated this proposal shall become null and void.

Company Name: Achen Gardner Construction

Authorized Person’s Signature: ___________________________ Date: _____________

Good Luck!!

Respectfully Submitted: Cecil Wallace

3045 S 7th Street
Phoenix, Arizona 85040
(602) 845-3133
Cell: (602) 799-5702
Quotation 9002436800

Customer Service:
Aggregates: 800-410-3658
Ready-Mix: 800-410-3652
Toll Free: 877-209-7799

BILL-TO
ACCT#: 3033903
CUSTOMER: ACHEN-GARDNER CONSTRUCTION LLC
CONTACT: DANA RATKOVICH
CELL: 602-376-0971
OFFICE: N/A
FAX: N/A
EMAIL: dnakovich@achen.com

SHIP-TO
PROJECT: TEMPE SEWER CAPACITY IMPROVE
ADDRESS: HARDY DRIVE & 23RD ST
CITY/ST/ZIP: TEMPE AZ 85289

ENTERED: 04/02/2019
PAYMENT TERMS: 1% 15th, net 20th

Quote Acceptance By 05/02/2019

Note: AGG QT: PRICE EXPIRES: 12-31-19 // ESCALATION STARTS: 1-1-20 ADD 25 CENTS P/T THRU 3-31-20

<table>
<thead>
<tr>
<th>Pr</th>
<th>Material</th>
<th>Description</th>
<th>Plant</th>
<th>Truck</th>
<th>QTY</th>
<th>UOM</th>
<th>Quoted Delivery Terms Delivered</th>
</tr>
</thead>
<tbody>
<tr>
<td>pmy</td>
<td>1507799</td>
<td>5ITY B. BASE Course / Pipe Bedding</td>
<td>Aggregate - 67th Ave Agg</td>
<td>APRIL</td>
<td>8600</td>
<td>TON</td>
<td>11.70</td>
</tr>
</tbody>
</table>

Priced in Beliefs // P Using Supers add 20 Cents Per TN

<table>
<thead>
<tr>
<th>Pr</th>
<th>Material</th>
<th>Description</th>
<th>Plant</th>
<th>Truck</th>
<th>UOM</th>
<th>QTY</th>
<th>Quoted Delivery Terms Delivered</th>
</tr>
</thead>
<tbody>
<tr>
<td>pmy</td>
<td>1508083</td>
<td>ENVIRONMENTAL FEE - NO CHARGE</td>
<td>Aggregate - 67th Ave Agg</td>
<td>1 PC</td>
<td></td>
<td>0.00</td>
<td></td>
</tr>
</tbody>
</table>

This Quotation is subject to Standard CEMEX Terms and Conditions
Aggregated Additional Fees

<table>
<thead>
<tr>
<th>Fee Description</th>
<th>Charge</th>
<th>UOM</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Environmental Compliance Fee</td>
<td>$5.00</td>
<td>LD</td>
<td>Charged on all loads</td>
</tr>
<tr>
<td>Plant Opening</td>
<td>$500.00</td>
<td>EA</td>
<td>Weekends or Off Hours: Subject to notification</td>
</tr>
<tr>
<td>Standby Charges</td>
<td>$0.00</td>
<td>MN</td>
<td>Subject to notification</td>
</tr>
<tr>
<td>Full Freight Recovery (&gt;22 tons)</td>
<td>-</td>
<td>LD</td>
<td>*Formula Calculation: (22 - Act Freight Rate)</td>
</tr>
<tr>
<td>Re-Handling Fee</td>
<td>$40.00</td>
<td>LD</td>
<td>Unsuitable material dumped at landfill, to be reloaded</td>
</tr>
</tbody>
</table>

Ready Mix Additional Fees

<table>
<thead>
<tr>
<th>Fee Description</th>
<th>Charge</th>
<th>UOM</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Variable Fuel Surcharge [as of 10/14/18]</td>
<td>$8.00</td>
<td>load</td>
<td>Refer to CEMEX Phoenix Ready-Mix Fuel Surcharge Index</td>
</tr>
<tr>
<td>Environmental Compliance Fee</td>
<td>$25.00</td>
<td>load</td>
<td>Charged on all loads</td>
</tr>
<tr>
<td>Bucket Washout Fee (Rinse)</td>
<td>$25.00</td>
<td>load</td>
<td>This service must be requested at time of order</td>
</tr>
<tr>
<td>Recovery System</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Color Wash Out Fee</td>
<td>$20.00</td>
<td>load</td>
<td>Applies to all loads with colored concrete</td>
</tr>
<tr>
<td>Excessive Jobsite Time Fee [beyond Allowance]</td>
<td>$2.00</td>
<td>min</td>
<td>Allow 4 min/cu yd: 40 min Max / lb: Fee or removal from Jobsite</td>
</tr>
<tr>
<td>Ice</td>
<td>$0.50</td>
<td>lb</td>
<td>Upon Contractor request to aid in temperature control</td>
</tr>
</tbody>
</table>

Landfill Terms & Conditions

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

- Hazardous materials: Green waste, Organic material
- Floor tiles with mastics: Concrete with mastics, Asbestos
- ACP/Truss pipe: Paper products, Trash: Household or Commercial

* Mixed loads are defined as loads that have any combination of dirt, concrete, or asphalt mixed together in excess of acceptable ratios.

All loads, including KGICP pipe, will also be treated as mixed loads due to the increased difficulty in the handling/recycling of this type of material.

Aggregate Terms & Conditions

Acceptance: Quote must be accepted within 30 days. After which it is subject to confirmation by the seller.
Notification: CEMEX Sales Department requires timely notification, 1-2 weeks prior to placing order.
Signature: Please sign and fax to 602-532-7239.
Post: Quoted delivered prices are subject to change due to volatility of diesel fuel prices.
Adverse Conditions: CEMEX reserves the right to adjust pricing and quantities on material availability and/or adverse market conditions.
Scope: All quoted prices are based on total materials and are good only for the project and through the date listed above.
Discount: 1% discount available on payments received on or before 15th of the month following purchase.
Finance Charges: 1.5% per month or 18% per annum service charge will be added to past due balances.

Ready-Mix Terms & Conditions

Acceptance: This quotation is offered for written acceptance within thirty (30) days. After which it is subject to confirmation by the seller.

This Quotation is subject to Standard CEMEX Terms and Conditions
Taxes: Prices are subject to applicable sales and excise tax.
Operating Hours: M-F excluding Holidays: Summer [3am-1pm]; Winter [5am-3pm]
Saturday: Delivery is Available. Please contact CEMEX for additional fees, conditions, and operating hours.
Plant Opening [Off Hrs]: Sunday and off-hour opening fees will be quoted upon request.
Scheduling: To assist in planning, orders should be placed 48-72 business hrs prior to delivery.
Cancellations: Fees may apply to order cancellations within 24 hours of scheduled shipment.
Finance Charges: 1.5% per month or 18% per annum service charge will be added to past due balances.

ACHEN-GARDNER CONSTRUCTION LLC
Customer Signature: ___________________________ Date: ________________

This Quotation is subject to Standard CEMEX Terms and Conditions
Hi Dana,

ABC (non lime) @ 13.10 belly / 14.10 5-16 Dirt Export @ 145.00 per load (haul & dispose) Broken concrete / asphalt (no rebar) @ 190.00 per load

Thank you,

Danny

-----Original Message-----
From: dratkovich@achen.com [mailto:dratkovich@achen.com]
Sent: Monday, April 01, 2019 4:18 PM
To: Danny James
Subject: City of Tempe Sewer Capacity Improvements Bids 4/4/19

This quote request is for Plan set A which is the smaller of plan set A & B. Request for quotes for Plan set B will be forthcoming in the next couple weeks. Construction is estimated to start around June 1, 2019, on plan set B with A to follow. It is anticipated most work on this project will be night work due to traffic considerations.

We will haul off dirt from a stockpile during daylight work hours
### Selected Vendors

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contact</th>
<th>Phone</th>
<th>Fax</th>
<th>Email</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>FISSA1</td>
<td>Fisher Sand and Gravel</td>
<td>(480) 730-1033</td>
<td>(480) 730-1264</td>
<td><a href="mailto:gslone@fishernd.com">gslone@fishernd.com</a></td>
<td>1302 W Drivers Way</td>
</tr>
<tr>
<td></td>
<td>Gary Slone</td>
<td></td>
<td></td>
<td></td>
<td>Tempe, AZ 85284</td>
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### Quote Folder: ASPHALT

<table>
<thead>
<tr>
<th>Bid Item</th>
<th>Activity</th>
<th>Resource</th>
<th>Description</th>
<th>Quantity Unit</th>
<th>Price</th>
<th>Extension</th>
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</thead>
<tbody>
<tr>
<td>2ACA19M</td>
<td>AC A 19 MM</td>
<td></td>
<td></td>
<td>1,936.10 TN</td>
<td>67.2000</td>
<td>130,105.92</td>
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<tr>
<td>2ACPMAR</td>
<td>AC RUBBER PMARAC</td>
<td></td>
<td></td>
<td>809.39 TN</td>
<td>86.4000</td>
<td>69,931.30</td>
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</table>

**Vendor Total:** 200,037.22
Quotation

Attn: Dana Ratkovich
Quote Name: TEMPE SEWER CAPACITY IMP PH B (REVISE 593773)

ACHEN-GARDNER CONSTRUCTION LLC
550 SOUTH 79TH STREET
CHANDLER, AZ 85226
Acct#: 213235

Sales Rep: Alyson Ayres
2526 E University Drive
PHOENIX, AZ 85034
(480)276-7367
Email: ayresal@vmcmail.com

Date: Monday, April 29, 2019
Quote Created: Tuesday, April 9, 2019
Effective From: Monday, April 29, 2019
Quote Expiration: Wednesday, May 29, 2019
Price Expiration: Monday, September 30, 2019

Special instructions:

SAND & GRAVEL

<table>
<thead>
<tr>
<th>Plant</th>
<th>Product Name</th>
<th>Product #</th>
<th>Qty U/M</th>
<th>Delivered</th>
<th>Price Per Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>WEST BROADWAY SAND &amp; GRA</td>
<td>MAG ABC IN BELLEYS; ADD $0.20 FOR SUPERS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>16272</td>
<td>24,210 Tons</td>
<td>$13.10</td>
<td></td>
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</table>

ASPHALT

<table>
<thead>
<tr>
<th>Plant</th>
<th>Product Name</th>
<th>Product #</th>
<th>Qty U/M</th>
<th>Delivered</th>
<th>Price Per Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>18TH AVE HMA</td>
<td>12&quot; EVAC PMTR+ HV</td>
<td>37047</td>
<td>1,331 Tons</td>
<td>$85.45</td>
<td></td>
</tr>
<tr>
<td>WEST 43RD HMA</td>
<td>12&quot; MAG EVAC Gyraotry</td>
<td>37197D</td>
<td>1,723 Tons</td>
<td>$83.70</td>
<td></td>
</tr>
<tr>
<td>WEST 43RD HMA</td>
<td>34&quot; MAG EVAC Gyraotry</td>
<td>27197D</td>
<td>1 Tons</td>
<td>$83.20</td>
<td></td>
</tr>
</tbody>
</table>

Other Charges
Environmental Fee - Agg & Asphalt at $3.00 / Load

Prices quoted above do not include any state or local sales and use tax, if any applies for this project.
Prices quoted are for shipments during normal daytime working hours unless other shipping hours are mutually agreed upon in writing by both parties.
Prices are FOB your jobsite as stated above. Terms are Net 15 prox. Please note standard terms and conditions apply. (Subject to credit approval)
This quote is limited to acceptance within 30 days from the date of this quotation after which time quotation is subject to review/revision. Please contact Sales prior to placing the order.

Accepted by: [Signature]
Date: [Date]

Sales Representative: [Signature]
Date: [Date]

We appreciate the opportunity to provide you this quote and trust that Vulcan will have the pleasure of serving your needs for this and future projects.
GENERAL TERMS AND CONDITIONS

PRICES AND TERMS
Prices are based on the terms and conditions set forth on page 1 of this Quotation, of which these General Terms and Conditions form a part, the terms and conditions stated in Customer’s Application for Business Credit, and, if applicable, any terms and conditions relating to the delivery or shipment of materials by truck, barge, vessel, rail or other means which are provided by Vulcan to Customer in addition to this Quotation (such a “Vulcan Sales Document”, and collectively, the “Vulcan Sales Documents”). Prices are available only to the customer specifically named therein, and are only for the quantities mentioned in the Quotation or Sales Order or reissue 10% of such quantities. A charge of 1.5% per month, (18% annual), will accrue on a daily basis from the date of invoice and will continue in a daily basis on any unpaid balance, both before and after Judgment, until the date the balance is paid in full, or at the maximum amount permitted by law in which the sale occurred, whichever is less. However, the assessment of a finance charge on invoices paid in full by the payment due date will be waived. Quotation is offered for furnishing the total aggregate requirements for the project only. Customer’s contract with Vulcan regarding the sale by Vulcan to Customer of the materials listed in this Quotation is subject to the terms and conditions set forth in the Vulcan Sales Documents. Prices reflect Customer’s acceptance of materials at the quoted plant based upon generation analysis performed and reported by Vulcan’s certified plant quality control personnel. Any penalties that result from in-place sampling shall be the full responsibility of Customer.

THE TERMS AND CONDITIONS OF THE VULCAN SALES DOCUMENTS GOVERN THE RIGHTS AND OBLIGATIONS OF THE PARTIES
If Customer has issued a purchase order for the materials quoted by Vulcan in this Quotation, this Quotation is not an acceptance of said purchase order, or any of its terms or conditions, which are hereby rejected. Any sale by Vulcan to Customer of the materials listed in this Quotation shall be subject to the terms and conditions set forth in the Vulcan Sales Documents, and Customer’s receipt or acceptance of said materials shall constitute acceptance of the offer that this Quotation constitutes. Any terms or conditions of a subsequent purchase order issued by Customer that are inconsistent with the terms and conditions of the Vulcan Sales Documents shall be null and void.

SHIPMENT AND DELIVERY
Unless a “delivered” price is quoted by Vulcan in the Vulcan Sales Documents, all prices are the F.O.B. point of shipment from the locations designated. All taxes applicable to the sale or delivery of materials that are not paid directly by Customer will be added to the sales price, invoiced to and paid by Customer, unless Customer provides sufficient evidence to Vulcan that the sale or delivery of materials that are not paid directly by Customer will not be added to the sales price.

CREDIT AND DEFAULT
Vulcan shall have no obligation to ship or deliver except upon its determination prior to each shipment or delivery that Customer is worthy of the credit to be extended and is not in default upon any obligation to Vulcan. Upon default, Customer agrees to pay all of Vulcan’s collection expenses, including attorneys’ fees.

INSURANCE
A Memorandum of Insurance containing current information regarding Vulcan’s insurance program is available at https://www.vulcanaggregates.com/insurance.

EXCUSATORY PROVISIONS
Vulcan shall have no liability for delay or failure to make shipments, or delivery, as a result of strikes, labor problems, severe weather conditions, casualty, mechanical breakdown or other conditions beyond Vulcan’s reasonable control. In no event shall Vulcan be liable for any incidental or consequential damages. Vulcan’s liability and Customer’s exclusive remedy for any cause of action arising out of the provision of material quoted herein shall be the replacement of, or payment of the purchase price for, the materials which are the subject of this Quotation.

CHANGE OF TERMS
Vulcan may change the price and/or quantity upon 30 days’ notice to Customer. Customer shall also have right to change, modify or amend any other terms and conditions upon written notice of such change to Customer. The effect of the change shall be as stated in the written notice and accepted by Customer upon placing of orders with seller following receipt of such notice.

APPLICABLE LAW
All orders are subject to acceptance by Vulcan at the headquarters of its Mountain West Division in Phoenix, Arizona, and the laws of the state in which the material was shipped from shall apply to the sale of all materials subject herein. In the event material is imported into the U.S., the law in the state in which the material was sold to the customer will prevail. All disputes regarding finance charges shall be governed by Alabama law.

LIMITED WARRANTY AND WARRANTY DISCLAIMER
Vulcan warrants for a period of one (1) year from date of delivery only that the material sold hereunder substantially complies with Vulcan’s specifications for said material or the specifications set forth in Vulcan’s quotation. Vulcan hereby excludes all warranties of merchantability and fitness for any purpose, and all other warranties, express or implied, of the material sold hereunder, other than the express warranty stated above. In addition, except to the extent otherwise set forth in the specifications described above, Vulcan makes no warranty whatsoever with respect to specific gravity, absorption, whether the material is innocuous, non-deleterious, or non-reactive, or whether the material is in conformance with any plans, other specifications, regulations, ordinances, statutes, or other standards applicable to Customer’s job or to said material as used by Customer. Vulcan shall in no event be responsible for any incidental or consequential damage caused by non-compliance of the material with specifications, or for any defects in the material sold hereunder.
From:          Gary Slone <gslone@fisherind.com>
Sent:         Thursday, April 18, 2019 10:08 AM
To:           Dana Ratkovich
Cc:           Christie Hall
Subject:      Re: Tempe Sewer Capacity Improvements

Also. We would need a minimum of 200 TN per day of the rubberized unless we are running it for another customer already.

.Slone.
480.217.0599

***All quotes are good for 30 days unless accepted by a purchase order

Sent from my iPhone

On Apr 18, 2019, at 10:06 AM, Gary Slone <gslone@fisherind.com> wrote:

    Hey Dana-

    $86.40 TN 1/2" HV PMTR+
    Delivered Through 12/31/19

    .Slone.
    480.217.0599

    ***All quotes are good for 30 days unless accepted by a purchase order

Sent from my iPhone

On Apr 17, 2019, at 3:41 PM, Dana Ratkovich <D.Ratkovich@achen.com> wrote:

    CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

    Gary, Tempe wants rubber on this job. Below are the quantities. The paving alternate quantities are if they decide to do a full street reconstruct. I have attached the specifications. Please price.

    <image002.png>

    Please contact me if you have questions. Thank you.
From: Gary Slone [mailto:gsone@fisherind.com]
Sent: Monday, April 8, 2019 9:49 AM
To: Dana Ratkovich <DRatkovich@achen.com>
Subject: Tempe Sewer Capacity Improvements

dR.

Tempe Sewer Capacity Improvements
23rd St: S. Priest Dr. to S. Hardy Dr., Tempe AZ
$66.00 TN - A25mm (1,388 TN)
$66.80 TN - A12.5mm (463 TN)
Delivered through 12/31/19

P.O. must be executed within 30 days

Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

<T-312.pdf>
<Special Provision - Microsufacing.docx>

Disclaimer

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### Selected Vendors

<table>
<thead>
<tr>
<th>MOBILEMINI</th>
<th>Mobile Mini Tank &amp; Pump Solutions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact</td>
<td>Elton Young</td>
</tr>
<tr>
<td>Phone</td>
<td>(602) 275-8822</td>
</tr>
<tr>
<td>Fax</td>
<td>(602) 275-8833</td>
</tr>
<tr>
<td>Mobile</td>
<td>(520) 305-2652</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:eyoung@mobilemini.com">eyoung@mobilemini.com</a></td>
</tr>
<tr>
<td>Address</td>
<td>30 N 56th St</td>
</tr>
<tr>
<td>Phoenix, AZ 85034</td>
<td></td>
</tr>
<tr>
<td>Notes</td>
<td>BYPASS PUMPING</td>
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### Quote Folder: BYPASS BYPASS

<table>
<thead>
<tr>
<th>Bid</th>
<th>Item</th>
<th>Activity</th>
<th>Resource</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Price</th>
<th>Extension</th>
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<tbody>
<tr>
<td>70</td>
<td>2071000</td>
<td>4BYPASS</td>
<td>BYPASS PUMPING FOR 15&quot; CONNE</td>
<td>1.00</td>
<td>LS</td>
<td>19,909.6000</td>
<td>19,909.00</td>
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</tr>
</tbody>
</table>

**Vendor Total:** 19,909 00
Branch Location:
30 N 56th St.
Phoenix, AZ 85034
Salesperson Name: Elon Young
Phone #: 
Fax #: 
Email:leyoung@mobilenini.com

Customer:
ACHEN-GARDNER CONSTRUCTION
Dana Raskевич
550 SOUTH 97TH ST
CHANDLER, AZ 85226

Deliver To:
ACHEN-GARDNER CONSTRUCTION
Bypass #1, Hardy Drive
Tempe, AZ 85282

Quotation: Core - New Construction
Number: 0000893041
No Of Days: 3
Delivery Date: 08/05/2019
End Date: 08/09/2019
Quote expires: 05/08/2019

<table>
<thead>
<tr>
<th>Product Description</th>
<th>Qty</th>
<th>Daily</th>
<th>Weekly</th>
<th>Monthly</th>
<th>One-Time</th>
<th>Totals</th>
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</thead>
<tbody>
<tr>
<td>PUMP-DIESEL-12&quot;-GODWIN-DPC300-SILENT</td>
<td>2.00</td>
<td>$1000.00</td>
<td>$3000.00</td>
<td>$5000.00</td>
<td>--</td>
<td>$3000.00</td>
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<tr>
<td>PIPE, 12&quot; HDPE SDR17</td>
<td>100.00</td>
<td>$67.00</td>
<td>$200.00</td>
<td>$600.00</td>
<td>--</td>
<td>$200.00</td>
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<tr>
<td>MISC. SPILLBERMS, 12&quot; SUCTION HOSE</td>
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<td>MISC. ELBOWS, ADAPTERS, FITTINGS</td>
<td>1.00</td>
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<td>--</td>
<td>$200.00</td>
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<tr>
<td>PUMP WATCH PER DAY</td>
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<td>--</td>
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<td>$7000.00</td>
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<tr>
<td>DELIVERY</td>
<td>1.00</td>
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<td>--</td>
<td>--</td>
<td>$400.00</td>
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<tr>
<td>INSTALLATION CHARGE INC. PRESSURE TEST</td>
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<td>--</td>
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<tr>
<td>REMOVAL CHARGE DEFERRED INC. FLUSH</td>
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<td>--</td>
<td>--</td>
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<td>PICKUP/DEFERRED</td>
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<td>--</td>
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<td>LLW</td>
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<td>$3600.00</td>
<td>$10800.00</td>
<td>$11224.00</td>
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</table>

Plus other fees and charges

| Tax | $536.54 |
| Grand Totals  | $1201.00 | $3600.00 | $10800.00 | $11224.00 | $15360.54 |
Mobile Mini Tank and Pump Solutions, Inc.

Master Lease Agreement Terms & Conditions

Subject to the terms and conditions of this Agreement, Company rents to Customer, and Customer rents from Company, the property described on the cover page of this Agreement (the "Equipment").

1. Inspection and Acceptance of Equipment. Customer's receipt and possession of Equipment constitutes Customer's acknowledgment that it has inspected the Equipment and accepts the Equipment in good condition, working order and repair as adequate, sufficient, and proper for the purposes for which it was intended; unless Customer notifies Company to the contrary, in writing, within 3 days of Customer's receipt of the Equipment. Customer's use of the Equipment constitutes a full and complete acceptance of the terms and conditions of this Agreement. If Customer receives any of the Equipment from a carrier in a damaged condition, or with any parts missing, Customer will obtain from carrier written acknowledgment of same.

2. Customer Obligations. a. Operation of Equipment. Customer shall use the Equipment only for the purposes for which it is intended. Customer warrants that: 1) it and its appropriate personnel will read and comply with all safety instructions; 2) it has reviewed the Operator's Manual for the Equipment and understands the proper and safe operation and intended use of, and the maintenance requirements for the Equipment; 3) no person shall use or operate said Equipment if the operating instructions and/or safety/warning labels are missing, damaged, or in any way obscured; 4) its operators have been properly trained, and, if applicable, licensed, in the safe and proper operation and intended use of the Equipment; 5) it will ensure that all fluid levels (water, oil, etc.) are properly maintained and that tires are inflated to recommended pressures at all times when Equipment is in use. CUSTOMER AGREES TO IMMEDIATELY NOTIFY COMPANY ABOUT ANY ACCIDENTS INVOLVING THE EQUIPMENT OR DAMAGE TO THE EQUIPMENT FROM ANY CAUSE WHATSOEVER, AND TO PRESERVE THE EQUIPMENT AND THE ACCIDENT AREA UNTIL SUCH TIME AS THE COMPANY HAS COMPLETED ITS INVESTIGATION. b. Repairs. Customer is responsible for any damage, including but not limited to paint over spray, to the Equipment while in its possession or care, except for reasonable wear and tear. Without limiting the foregoing, Customer is responsible for any losses or damage to Equipment that occurs while being repaired, hoisted, or transported by the Customer or its subcontractor or agents. Customer shall not make, or allow anyone else to make, any alteration to the Equipment without Company's written consent, except for reasonable wear and tear. Customer shall pay to Company the prevailing rental rate for periods during which the Equipment shall remain unavailable for rent. If the Equipment cannot be repaired to the same condition as when first delivered to Customer, Customer shall pay the Company's full list price for the Equipment in new and unused condition.

3. Insurance. Customer shall be responsible for carrying commercial general liability insurance including a waiver of subrogation, with limits not less than $1,000,000 Each Occurrence and $2,000,000 in the aggregate including products and completed operations as well as property insurance covering the Equipment rented. Such coverage shall name the Company as an additional insured and cover all losses and damages. Such coverage shall be endorsed to provide coverage on a direct and primary basis over other valid and collectible insurance. Company will provide Company with certificates of insurance evidencing the current coverage in types and amounts and from companies satisfactory to Company. These insurance requirements are intended to cover any indemnity obligations that may have to the Company under this contract. Customer hereby assigns to Company all proceeds from such insurance, shall convey an equitable lien in said proceeds, and directs any insurer directly to pay such proceeds to Company and authorizes Company to endorse any drafts or checks for such proceeds. d. Compliance with Laws; Taxes. Customer shall comply with all laws, rules, and orders relating to the operation of the Equipment, and shall pay all legal assessments, sales tax or use tax or any other public charges, either local, municipal, state or federal, which may be levied on the Equipment while in the possession of or under lease to Customer.

4. Labor Unions. Customer shall be responsible for any charges for work or inspection required by anti-labor union. Company may, at its option, refuse to deliver, remove or repair the Equipment in time of strike or in violation of any union or governmental rule affecting the Equipment, or in the event that causes beyond Company's control prevent it from doing so. Company reserves the right to remove the Equipment from the job any time when, in its opinion, the Equipment is in danger because of strikes or any other condition. e. No Lien. Customer shall not file or grant a voluntary lien or security interest in the Equipment, and Customer shall not suffer an involuntary lien on the Equipment. When used for contract work, Customer shall furnish Company with a landlord's or mortgagee's release, which shall permit Company to remove the Equipment from such real property at any time during the term of, or after the expiration of, this Agreement.

5. Location of Equipment; Levy, Inspection. Customer shall, on Company's request, give Company the exact location of all the Equipment covered by this Agreement and shall immediately notify Company if anyone attempts to levy upon the Equipment, or if the Equipment becomes liable for seizure, and Customer shall indemnify Company against all loss and damages caused by any such action. Company shall have the privilege, at all times, of entering any job, building, or location where the Equipment is being used, for the purpose of inspection, and reserves the privilege of removing the Equipment immediately if it is being overloaded or taxed beyond its capacity or in any manner abused or neglected.

6. Timely Payment. Customer shall pay the rental amount in accordance with the terms specified on the rental invoices, together with charges for all services furnished by and all damages and surcharges due to Company under this Agreement. Interest shall be charged at a rate of up to two (2) percent per month, or portions thereof from date of the invoice, on all amounts not paid when due. Customer's obligation to pay all rentals due under this Agreement shall not be affected by Customer's inability to use the Equipment for any reason whatsoever.
Customer Obligation. Customer shall be responsible for cleaning the Equipment prior to return to the Company, including removal of all hazardous materials, liquids or wastes placed into the Equipment during the rental period. Failure to clean the Equipment shall entitle the Company, at its option, to: a) refuse return of the Equipment and charge Customer additional rent pursuant to the terms of Section 18 hereof; or b) have the Equipment cleaned and any hazardous materials, liquids or wastes disposed of by a licensed third party vendor at the Customer's expense.

Additional Conditions for Clean Rentals. i) Lifting Lugs and Rigging Equipment. Lessor assumes all liability for the adequacy of design, strength, suitability, and condition of any lifting lug, rigging, or device embedded in or attached to any object, even where such items have been supplied by Company. ii) Competent Operation. Customer agrees to provide competent and experienced personnel to direct the operation of fully operated Equipment and further agrees that the Standard Cause and Derrick Signals in accordance with ANSI B30.1-1968 (or successor) shall be used to direct the Equipment at all times when applicable.

3. No Subletting or Assignment. Without the express written consent of Company, no item of Equipment shall be sublet, assigned, leased to other parties, or removed from the location specified on the cover page of this Agreement, or removed from the state of Company's premises.

4. Title. Title to the Equipment shall at all times remain in the Company. The Equipment shall remain, "personal property", notwithstanding any use of the Equipment, or a part of the Equipment, on real property or improvements.

5. Automatic Renewal and Termination. All rentals shall remain in force for the term set on the face hereof. Renewal thereafter for additional rental periods shall be automatic unless either Customer or Company terminates this Agreement. After the term set forth herein, the Agreement may be terminated: i) by Company, by demanding the return of the Equipment; ii) by Customer, by returning the Equipment to Company at Company's designated receiving point, or iii) by Company, by notifying Customer in writing or by telephone, that Customer does not wish rental to be renewed, and by Customer obtaining a termination number from Company for Equipment to be picked up by Company. Rent will accrue until the Equipment is delivered to the Company in good working order.

6. Default. In the event Customer fails to keep and/or perform any covenant or obligation hereby imposed upon or assumed by Customer, Company may, without notice to Customer, at any time, terminate and rescind this Agreement and any other Agreement between the parties, and without notice or demand and with or without legal process, Company may retake and retain possession of the Equipment for its own sole use and benefit, for which purpose it shall be lawful for Company to go upon any property or enter into any building where the Equipment may be situated and take, remove, and carry away the Equipment without being deemed to be trespassers. By taking possession of the Equipment, Company shall not waive or relinquish any other rights, remedies, actions or causes of action to which it may be entitled by virtue of Customer's breach of this Agreement or otherwise. Customer will pay all costs and expenses, including reasonable attorney's fees, incurred by Company in the Collection of amounts owed to Company and/or recovering possession of the Equipment.

7. Warranties. a. Limited Warranty. Company warrants to Customer that Company has the right to rent the Equipment and that the Equipment conforms to the description stated in this Agreement. On written notice from Customer that Equipment does not conform to such description, Company shall have the right to cure such defect. b. Other Warranties. The warranties set forth above are solely for the benefit of Customer. THE WARRANTIES SET FORTH ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHICH ARE HEREBY DISCLAIMED BY COMPANY, AND WHICH ARE EXPRESSLY WAIVED BY CUSTOMER, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR AGAINST INTERFERENCE AND INFRINGEMENT. c. No warranty, representation, or any other undertaking in this Agreement shall inure to the benefit of any third party.

8. Limitation of Liability. Company shall not be liable to Customer, its affiliates or any third party for any damages in excess of amounts actually paid by Customer to Company hereunder, or for any special, consequential, exemplary, punitive or incidental damages (including lost or anticipated revenues or profits relating to the same), arising from any claim relating to this agreement. Customer's sole remedy for any failure or defect in the Equipment shall be the termination of the rental charge at the time of failure, provided the Equipment is returned to the Company within 24 hours. Customer acknowledges and agrees that such remedy shall not be deemed or deemed by Customer to have failed of its essential purpose, at either law or in equity.

9. Master Lessee. a. Customer acknowledges that the Equipment listed herein may be leased by Company from a third party (the "Master Lessee") pursuant to a Master Lessee Agreement, and that notwithstanding any provisions to the contrary contained in this Agreement, Customer's interest in any such Lease and the Equipment shall be subordinate to the rights of the Master Lessee, and its successors and assigns, under the Master Lease, including but not limited to the right of the Master Lessee to take possession of the Equipment upon default of the Company under the Master Lease. b. Notwithstanding anything to the contrary contained in this Agreement, Customer waives, and agrees that it will not assert against the Master Lessee, its successors or assigns, any defense, set-off, counterclaim, claim or other claim which Customer may at any time have against Company for any reason whatsoever.

10. Severability. If any provision herein, or any remedy provided herein, shall be found invalid under any applicable law, statute, or regulation, such provision shall be inapplicable and shall be deemed omitted, but the remaining provisions hereof, including all provisions regarding remedies, shall be given effect in accordance with the intent hereof.

11. Entire Agreement; Amendment and Waiver. This Agreement and all Exhibits attached hereto and incorporated herein by this reference contain the entire agreement between the parties with respect to the subject matter hereof and supersede any previous understandings or agreements, whether written or oral, with the exception of any credit agreement between the Company and the Customer. No terms and conditions contained in any document issued by Customer shall apply. Additionally, the Company's act of delivering Equipment to Customer (or any other similar act by Company) shall not be deemed an acceptance of any terms and conditions other than those set forth in this Agreement. This Agreement may be amended or any provision of the Agreement may be waived only if such amendment or waiver is set forth in writing executed by the Company.

12. Further Assurances. Customer agrees to execute and deliver such other documents and to take all such actions as Company, its successors, assigns or other legal representatives may reasonably request to effect the terms of this Agreement and the execution and delivery of any and all documentation as may be required.
13. Governing Law. The Company and Customer agree that it is their intention and covenant that the laws of the state in which Customer first takes possession of the Equipment shall govern this Agreement.

14. Notices. All notices shall be written, delivered in person, by telecopy, or by first-class mail, postage prepaid, to the other party at its address on the front of this Agreement or to such other address as may be specified to the other party by written notice.

15. Insurance and Limitation Waiver ("LLW"). Neither you nor your insurer shall have any claim (direct or subrogation) against Water Movers, Inc., Evergreen Tank Solutions, Inc., or Mobile Mini, Inc. (together "MMI"). You will provide prior to delivery or upon request a Certificate of Insurance naming MMI as loss payable and additional insured with coverage equal to the Equipment replacement cost. The policy shall be acceptable to MMI in its discretion and provide for 30 days notice to MMI prior to cancellation or modification. Unless you maintain such policy, you accept the LLW and shall pay its charge. LLW terms are published on www.mobilemini.com/LLW and hereby incorporated by reference. You acknowledge receipt of such terms and that they are part of each Lease. Your payment of the LLW waives your liability for Equipment up to the replacement cost of the Equipment subject to a deductible and other limitations.

16. Environmental Fee. Customer acknowledges that the Company may assess 1) a per item, per invoice environmental fee and 2) additional charges, as applicable, to cover the third party cost of cleaning the Equipment and disposal of any hazardous materials, liquids or wastes not removed by the Customer prior to return of the Equipment and to cover the handling and disposal of waste oil and other fluids used in connection with the operation and/or cleaning of the Equipment.

17. Computation of Rental Amount. a. Definition. A day's rental period comprises 8 hours. Minimum charge shall be one full day. A week's rental period comprises seven consecutive days. Days in excess of one week are charged at the daily rate. A month's rental period comprises 4 consecutive weeks. Days in excess of one month are billed at the daily rate. Weeks in excess of one month are billed at the weekly rate. b. Overtime. Any use or operation of Equipment in excess of either 8 hours or a single shift in one day, 40 hours in any one week, or 160 hours in any period of four consecutive weeks is considered overtime use. For overtime use Lessee agrees to pay Lessee "Overtime Rent", at the rate of 50% of the regular rate shown per day, per week or per month, whatever the case may be, in addition to the minimum rent as provided above. The minimum rent shall be payable in all events for the entire term and until the Equipment is returned to Lessee, without regard to the time during which Equipment may have been used or operated.

18. Indemnity. Customer agrees to indemnify and hold Company harmless against any and all claims, demands, or suits (including costs of defense, attorney's fees, expert witness fees, and all other costs of litigation) for any and all bodily injury, property damage, or any other damages or loss, regardless of whether such injury, damage or loss is caused in whole or part by negligence, which arise out of, result from, or relate to the use, operation, condition, or presence of the Equipment.
Branch Location:
30 N 56th St,
Phoenix, AZ 85034
Salesperson Name: Elton Young
Phone #:
Fax #:
Email: eyoung@mobilemini.com

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Plus other fees and charges

Tax $ 227.60
| Grand Totals | $320.50 | $859.90 | $2850.00 | $9750.00 | $10837.50 |
Subject to the terms and conditions of this Agreement, Company rents to Customer, and Customer rents from Company, the property described on the cover page of this Agreement (the "Equipment").

1. Inspections and Acceptance of Equipment. Customer’s receipt and possession of Equipment constitutes Customer’s acknowledgment that it has inspected the Equipment and accepts the Equipment in good condition, working order and repair as adequate, sufficient, and proper for the purposes for which it was intended; unless Customer notifies Company to the contrary, in writing, within 3 days of Customer’s receipt of the Equipment. Customer’s use of the Equipment constitutes a full and complete acceptance of the terms and conditions of this Agreement. If Customer receives any of the Equipment from a carrier in a damaged condition, or with any parts missing, Customer will obtain from carrier written acknowledgment of same.

2. Customer Obligations. a. Operation of Equipment. Customer shall use the Equipment only for the purposes for which it is intended. Customer warrants that: 1) it and its appropriate personnel will read and comply with all safety instructions; 2) it has reviewed the Operator’s Manual for the Equipment and understands the proper and safe operation and intended use of, and the maintenance requirements for the Equipment; 3) no person shall use or operate said Equipment if the operating instructions and/or safety/warning labels are missing, damaged, or in any way obscured; 4) its operators have been properly trained, and, if applicable, licensed, in the safe and proper operation and intended use of the Equipment; 5) it will ensure that all fluid levels (water, oil, etc.) are properly maintained and that tires are inflated to recommended pressures at all times when Equipment is in use. CUSTOMER AGREES TO IMMEDIATELY NOTIFY COMPANY ABOUT ANY ACCIDENTS INVOLVING THE EQUIPMENT OR DAMAGE TO THE EQUIPMENT FROM ANY CAUSE WHATSOEVER, AND TO PRESERVE THE EQUIPMENT AND THE ACCIDENT AREA UNTIL SUCH TIME AS THE COMPANY HAS COMPLETED ITS INVESTIGATION. If Equipment is damaged significantly, Customer shall not operate, or allow anyone else to operate, the Equipment without Company’s written consent. If the Equipment is returned in a damaged or unserviceable condition, Customer shall pay to Company the prevailing rental rate for periods during which the Equipment shall remain unavailable for rent. If the Equipment cannot be repaired to the same condition as when first delivered to Customer, Customer shall pay the Company’s full list price for the Equipment in new and unused condition.

Customer shall be responsible for carrying commercial general liability insurance, with limits not less than $1,000,000 for each occurrence and $2,000,000 in the aggregate, including products and completed operations as well as property insurance covering the Equipment rented. Such coverage shall name the Company as an additional insured and cover all losses and damages. Such coverage shall be endorsed to provide coverage on a direct and primary basis over other valid and collectible insurance. Customer will provide Company with certificates of insurance evidencing the current coverage in types and amounts and from companies satisfactory to Company. These insurance requirements are intended to cover any indemnity obligations lessors may have to the Company under this contract. Customer hereby assigns to Company all proceeds from such insurance, conveys an equitable lien in said proceeds, and directs any insurer directly to pay such proceeds to Company and authorizes Company to endorse any drafts or checks for such proceeds. d. Compliance with Laws; Taxes. Customer shall comply with all laws, rules, and orders relating to the operation of the Equipment, and shall pay all legal assessments, sales tax or use tax or any other public charges, either local, municipal, state or federal, which may be levied on the Equipment while in the possession of or under lease to Customer. e. Effects of Labor Unions. Customer shall be responsible for any charges for work or inspection required by anti-labor union. Company may, at its option, refuse to deliver, remove or repair the Equipment in time of strike or in violation of any union or government rule affecting the Equipment, or in the event that causes beyond Company’s control prevent it from doing so. Company reserves the right to remove the Equipment from the job any time when, in its opinion, the Equipment is in danger because of strikes or any other condition. f. No Liens. Customer shall not file or grant a voluntary lien or security interest in the Equipment, and Customer shall not suffer an involuntary lien on the Equipment. When used for contracted work, Customer shall furnish Company with a landlord’s or mortgage’s release, which shall permit Company to remove the Equipment from such real property at any time during the term of, or after the expiration of, this Agreement. g. Location of Equipment; Levy; Inspection. Customer shall, on Company’s request, give Company the exact location of all the Equipment covered by this Agreement and shall immediately notify Company if anyone attempts to levy upon the Equipment, or if the Equipment becomes liable for seizure, and Customer shall indemnify Company against any loss and damages caused by any such action. Company shall have the privilege, at all times, of entering any job, building, or location where the Equipment is being used, for the purpose of inspection, and reserves the privilege of removing the Equipment immediately if it is being overloaded or taxed beyond its capacity or in any manner abused or neglected. h. Timely payment. Customer shall pay the rental amount in accordance with the terms specified on the Rental Invoices, together with charges for all services furnished by and all damages and sums due to Company under this Agreement. Interest shall be charged at a rate of up to two (2) percent per month, or portions thereof from date of the invoice, on all amounts not paid within the respective due date. i. Customer’s obligation to pay all rentals due under this Agreement shall not be affected by Customer’s inability to use the Equipment for any reason whatsoever.
Customer Obligation. Customer shall be responsible for cleaning the Equipment prior to return to the Company, including removal of all hazardous materials, liquids or wastes placed into the Equipment during the rental period. Failure to clean the Equipment shall entitle the Company either a) reject return of the Equipment and charge Customer additional rental pursuant to the terms of Section 18 hereof or b) have the Equipment cleaned and any hazardous materials, liquids or wastes disposed of by a licensed 3rd party vendor at the Customer's expense.

j. Additional Conditions for Crane Rentals. 1) Lifting Lugs and Rigging Equipment. Lessee assumes all liability for the adequacy of design, strength, suitability, and condition of any lifting lug, rigging, or device embedded in or attached to any object, even where such items have been supplied by Company. 2) Competent Operation. Customer agrees to provide competent and experienced personnel to direct the operation of fully operated Equipment and further agrees that the Standard Crane and Derrick Signals in accordance with ANSI B30.5-1968 (or successor) shall be used to direct the Equipment at all times when applicable.

3. No Subletting or Assignment. Without the express written consent of Company, no item of Equipment shall be sublet, assigned, leased to other parties, or removed from the location specified on the cover page of this Agreement, or removed from the state of Company's premises.

4. Title. Title to the Equipment shall at all times remain in the Company. The Equipment shall remain, "personal property", notwithstanding any use of the Equipment, or a part of the Equipment, on real property or improvements.

5. Automatic Renewal and Termination. All rentals shall remain in force for the term set on the front hereof. Renewal thereafter for additional rental periods shall be automatic until either Customer or Company terminates this Agreement. After the term set forth hereon, the Agreement may be terminated: 1) by Company, by demanding the return of the Equipment; 2) by Customer, by returning the Equipment to Company's designated receiving point, or 3) by Company, by notifying Company, in writing or by telephone, that Customer does not wish rental to be renewed, and by Customer obtaining a termination number from Company for Equipment to be picked-up by Company. Rent will accrue until the Equipment is delivered to the Company in good working order.

6. Default. In the event Customer fails to keep and/or perform any covenant or obligation hereby imposed upon or assumed by Customer, Company may, without notice to Customer, at any time, terminate and rescind this Agreement and any other Agreement between the parties, and without notice or demand and with or without legal process, Company may repossess and retain possession of the Equipment for its own sole use and benefit, for which purpose it shall be lawful for the Company to go upon any property or to enter into any building where the Equipment may be situated and take, remove, and carry away the Equipment without being deemed to be trespassers. By taking possession of the Equipment, Company shall not waive or relinquish any other rights, remedies, actions or causes of action to which it may be entitled by virtue of Customer's breach of this Agreement or otherwise. Customer will pay all costs and expenses, including reasonable attorney's fees, incurred by Company in the Collection of amounts owed to Company and/or recovering possession of the Equipment.

7. Warranties. a. Limited Warranty. Company warrants to Customer that Company has the right to rent the Equipment and that the Equipment conforms to the description stated in this Agreement. On written notice from Customer that Equipment does not conform to such description, Company shall have the right to cure such defect. b. Other Warranties. The warranties set forth above are solely for the benefit of Customer. THE WARRANTIES SET FORTH ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHICH ARE HEREBY DISCLAIMED BY COMPANY, AND WHICH ARE EXPRESSLY WAIVED BY CUSTOMER, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR AGAINST INTERFERENCE AND INFRINGEMENT. c. No warranty, representation, or any other under taking in this Agreement shall inure to the benefit of any third party.

8. Limitation of Liability. Company shall not be liable to Customer, its affiliates or any third party for any damages in excess of amounts actually paid by Customer to Company hereunder, or for any special, consequential, exemplary, punitive or incidental damages (including lost or anticipated revenues or profits relating to the same), arising from any claim relating to this Agreement. Customer's sole remedy for any failure or defect in the Equipment shall be the termination of the rental charge at the time of failure, provided the Equipment is returned to the Company within 24 hours. Customer acknowledges and agrees that such remedy shall not be deemed or alleged by Customer to have failed of its essential purpose, at either law or in equity.

9. Master Leases. a. Customer acknowledges that the Equipment listed herein may be leased by Company from a third party (the "Master Leesor") pursuant to a Master Lease Agreement, and that notwithstanding anything to the contrary contained in this Agreement, Customer's interest in any such Lease and the Equipment shall be subordinate to the rights of the Master Leesor, and its successors and assigns. b. Customer, including but not limited to the right of the Master Leesor to take possession of the Equipment upon default of the Company under the Master Lease. c. Notwithstanding anything to the contrary contained in this Agreement, Customer waives, and agrees that it will not assert against the Master Leesor, or its successors or assigns, any defense, set-off-right, claim or counter claim which Customer may at any time have against Company for any reason whatsoever.

10. Severability. If any provision herein, or any remedy provided herein, shall be found invalid under such applicable law, statute, or regulation, such provision shall be inapplicable and shall be deemed omitted, but the remaining provisions hereof, including all provisions regarding remedies, shall be given effect in accordance with the intent hereof.

11. Entire Agreement; Amendment and Waiver. This Agreement and all Exhibits attached hereto and incorporated herein by this reference contain the entire agreement between the parties with respect to the subject matter hereof and supersede any previous understandings or agreements, whether written or oral, with the exception of any credit agreement between the Company and the Customer. No terms and conditions contained in any document issued by Company shall apply. Additionally, the Company's act of delivering Equipment to Customer (or any other similar act by Company) shall not be deemed an acceptance of any terms and conditions other than those set forth in this Agreement. This Agreement may be amended or any provision of the Agreement may be waived only if such amendment or waiver is set forth in writing executed by the Company.

12. Further Assurances. Customer agrees to execute and deliver such other documents and to take all such actions as Company, its successors, assigns or other legal representatives may reasonably request to affect the terms of this Agreement and the execution and delivery of any and all documentation as may be required.
13. Governing Law. The Company and Customer agree that it is their intention and covenant that the laws of the state in which Customer first takes possession of the Equipment shall govern this Agreement.

14. Notices. All notices shall be written, delivered in person, by telecopy, or by first-class mail, postage prepaid, to the other party at its address on the front of this Agreement or to such other address as may be specified to the other party by written notice.

15. Insurance and Loss Limitation Waiver ("LLW"). Neither you nor your insurer shall have any claim (direct or subrogation) against Water Movers, Inc., Evergreen Tank Solutions, Inc., or Mobile Mini, Inc. (together "MMI"). You will provide prior to delivery or upon request a Certificate of Insurance naming MMI as loss payee and additional insured with coverage equal to the Equipment replacement cost. The policy shall be acceptable to MMI in its discretion and provide for 30 days notice to MMI prior to cancellation or modification. Unless you maintain such policy, you accept the LLW and shall pay its charge. LLW terms are published on www.mobilemini.com/LLW and hereby incorporated by reference. You acknowledge receipt of such terms and that they are part of each Lease. Your payment of the LLW waives your liability for Equipment up to the replacement cost of the Equipment subject to a deductible and other limitations.

16. Environmental Fee. Customer acknowledges that the Company may assess 1) per item, per invoice environmental fee and 2) additional charges, as applicable, to cover the third party cost of cleaning the Equipment and disposal of any hazardous materials, liquids or wastes not removed by the Customer prior to return of the Equipment and to cover the handling and disposal of waste oil and other fluids used in connection with the operation and/or cleaning of the Equipment.

7. Computation of Rental Amount. a. Definition. A day's rental period comprises 8 hours. Minimum charge shall be one full day. A week's rental period comprises seven consecutive days. Days in excess of one week are charged at the daily rate. A month's rental period comprises 4 consecutive weeks. Days in excess of one month are billed at the daily rate. Weeks in excess of one month are billed at the weekly rate. b. Overtime. Any use or operation of Equipment in excess of either 8 hours or a single shift in one day, 40 hours in any one week, or 160 hours in any period of four consecutive weeks is considered overtime use. For overtime use Lessee agrees to pay Lessor "Overtime Rent", at the rate of 50% of the regular rate shown per day, per week or per month, whatever the case may be, in addition to the minimum rent as provided above. The minimum rent shall be payable in all events for the entire term and until the Equipment is returned to Lessor, without regard to the time during which Equipment may have been used or operated.

8. Indemnity. Customer agrees to indemnify and hold Company harmless against any and all claims, demands, or suits (including costs of defense, attorney's fees, expert witness fees, and all other costs of litigation) for any and all bodily injury, property damage, or any other damages or loss, regardless of whether such injury, damage or loss is caused in whole or in part by negligence, which arise out of, result from, or relate to the use, operation, condition, or presence of the Equipment.
Capital Pump & Equipment

9229 S Hardy Drive  Tempe, AZ 85284
Phone: 480-635-5387  Email: Sales@cpepumps.com

Quote #: CP19478

Job Name:  Tempe Sewer Capacity Bypass #1

Rent Quote

Customer:  Achen Gardner
550 S. 79th St
Chandler, AZ 85226

Location:  Tempe, AZ

Contact:  Dana Ratkovich
Phone:  602-376-0971
Email:  dratkovich@seachan.com

<table>
<thead>
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<th>Rental Equipment</th>
<th>Qty</th>
<th>Unit</th>
<th>Rental Period</th>
<th>Description</th>
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<th>Week</th>
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<th>Total</th>
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**Monthly Rental Total**

- Delivery: $200.00
- Pick-up: $200.00

**Bypass pumping system is based on a duty point of 3 MGD @ 40' TDH.**

Daily 24 Hour Pump Operation: $1,440.00
Estimated Install Labor: $1,900.00
Estimated Removal Labor: $1,250.00

Quote does not include applicable taxes

**ESTIMATE TOTAL:** $10,532.00

Prepared by: Tyler Larkin

Accepted by:

Date: Friday, April 5, 2019
Subject to Terms and Conditions on Page 2

Estimate valid for 30 days from issuance date
Terms, Conditions & Specifications

1. Customer agrees to abide by the terms and conditions on the purchase or rental contract.

2. Quantities are estimates and system is designed with information supplied by the customer. Any additional requirements will incur additional charges.

3. Customer responsible for all permits, traffic control, road crossings, etc.

4. Customer responsible for all FUEL & PM SERVICE during pump rentals.

5. Pump rate is based on 8 hour day, 48 hour week, 192 hour 4 week.

6. Overtime Charges, if applicable, are Computed: (Monthly Rate / 192) X .5 = O/T Charge Per Hour

7. Labor rate is for normal working hours. Weekend or nighttime will incur additional charges.

8. Rental begins when equipment leaves CPE branch. Pumping systems are on rent during installation.

9. If Water Bridges are rented, they are placed under customer's direction. Customer accepts sole responsibility for placement, ongoing maintenance, and suitability for use in each specific traffic location.

**JOB SPECIFIC TERMS, CONDITIONS & SPECIFICATIONS**
**Capital Pump & Equipment**

9229 S Hardy Drive  
Tempe, AZ 85284  
Phone: 480-626-5257  
Email: Sales@cepump.com

**Quote #:** CP19479  
**Job Name:** Tempe Sewer Capacity Bypass #2  
**Customer:** Achen Gardner  
550 S. 79th St  
Chandler, AZ 85226  
**Location:** Tempe, AZ  
**Contact:** Dana Ratkovich  
**Phone:** 602-376-0971  
**Email:** dankanovych@achsen.com

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<th>Week</th>
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**RATES**

**QUANTITIES ARE ESTIMATES**  
**QUANTITIES USED WILL BE BILLED**

**Monthly Rental Total**

| Delivery | $200.00 |
| Pick-up  | $200.00 |

**Notes:**  
**15kw pumping system is based on a duty point of .5 MGD @ 35' TDH.**

**Daily 24 Hour Pump Operation**

**Estimated Install Labor**

**Estimated Removal Labor**

**Quote does not include applicable taxes**

**ESTIMATE TOTAL:** $8,296.20

**Prepared by:** Tyler Larkins

**Date:** Friday, April 5, 2019  
**Subject to Terms and Conditions on Page 2**

**Accepted by:**

**Date:**

**Estimate valid for 30 days from issuance date**
Terms, Conditions & Specifications

1. Customer agrees to abide by the terms and conditions on the purchase or rental contract.

2. Quantities are estimates and system is designed with information supplied by the customer. Any additional requirements will incur additional charges.

3. Customer responsible for all permits, traffic control, road crossings, etc.

4. Customer responsible for all FUEL & PM SERVICE during pump rentals.

5. Pump rate is based on 8 hour day, 48 hour week, 192 hour 4 week.

6. Overtime Charges, if applicable, are Computed: (Monthly Rate / 192) X .5 = O/T Charge Per Hour

7. Labor rate is for normal working hours. Weekends or nighttime will incur additional charges.

8. Rental begins when equipment leaves CPE branch. Pumping systems are on rent during installation.

9. If Water Bridges are rented, they are placed under customer’s direction. Customer accepts sole responsibility for placement, ongoing maintenance, and suitability for use in each specific traffic location.

JOB SPECIFIC TERMS, CONDITIONS & SPECIFICATIONS
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**BYPASS PUMPING**

**LS**

**MOBE/DEMOB TO INCLUDE**

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**DAY**

**OPERATION TO INCLUDE**

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<td>pump tax per day</td>
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**REQUIRED INFO**

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**RENTAL QUOTE**

**# 167941036**

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<td>Estimated Out</td>
<td>07/01/19 10:00 AM</td>
</tr>
<tr>
<td>Estimated In</td>
<td>07/06/19 10:00 AM</td>
</tr>
<tr>
<td>UR Job Loc</td>
<td>HARDY DR AND BROADWAY</td>
</tr>
<tr>
<td>UR Job #</td>
<td>312</td>
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**This is not an invoice Please do not pay from this document**

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**ACHEN GARDNER CHANDLER AZ**
550 S 79TH ST
CHANDLER AZ 85226-4706

---

**RENTAL ITEMS:**

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<th>Qty</th>
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<th>Minimum</th>
<th>Day</th>
<th>Week</th>
<th>6 Week</th>
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<td>4</td>
<td>545/9455</td>
<td>FITTING ELBOW 8&quot; 90 DEGREES</td>
<td>13.00</td>
<td>26.00</td>
<td>77.00</td>
<td>104.00</td>
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**SALES/MISCELLANEOUS ITEMS:**

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<th>Qty</th>
<th>Item</th>
<th>Price</th>
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<th>Extended Am.</th>
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**Sales/Misc Subtotal:** 10,589.87

**Agreement Subtotal:** 12,951.87

**Tax:** 268.90

**Estimated Total:** 13,220.77

---

**COMMENTS/NOTES:**

CONTACT: DANA RATKOVICH
CELL: 602-376-0971

---

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

**THIS IS NOT A RENTAL AGREEMENT. THE RENTAL OF EQUIPMENT AND ANY OTHER ITEMS LISTED ABOVE IS SUBJECT TO AVAILABILITY AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF UNITED'S RENTAL AGREEMENT, WHICH MUST BE SIGNED PRIOR TO OR UPON DELIVERY OF THE EQUIPMENT AND OTHER ITEMS.**
# RENTAL QUOTE

**# 167954878**

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<tbody>
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<tr>
<td>Estimated Out</td>
<td>07/01/19 10:00 AM</td>
</tr>
<tr>
<td>Estimated In</td>
<td>07/06/19 10:00 AM</td>
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<tr>
<td>VR Job Loc</td>
<td>BROADWAY AND HARDY D</td>
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<tr>
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<tr>
<td>Ordered By</td>
<td>DANA RATKOVICH</td>
</tr>
<tr>
<td>Written By</td>
<td>EMMANUEL HECHER</td>
</tr>
<tr>
<td>Salesperson</td>
<td>EMMANUEL HECHER</td>
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**This is not an invoice**
**Please do not pay from this document**

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**RENTAL ITEMS:**

<table>
<thead>
<tr>
<th>Qty</th>
<th>Equipment</th>
<th>Description</th>
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<th>Week</th>
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<th>Estimated Amt</th>
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**SALES/MISCELLANEOUS ITEMS:**

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<th>Qty</th>
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**SALES/Misc Subtotal:** 10,543.14

**Agreement Subtotal:** 12,157.14

**Tax:** 200.00

**Estimated Total:** 12,357.70

**CONTACT:** DANA RATKOVICH
**CELL:** 602-376-0971

---

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimating and are subject to change.

**This is not a rental agreement. The rental of equipment and any other items listed above is subject to availability and acceptance of the terms and conditions of United's rental agreement, which must be signed prior to or upon delivery of the equipment and other items.**
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<thead>
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<td>DAY</td>
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<tr>
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BBS
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<td>(based on 5 days duration)</td>
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<td>pump engineering</td>
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<td>anything else that may apply</td>
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<tr>
<td>DAY</td>
<td></td>
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<tr>
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<tr>
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4" and 8" annual preventative maintenance-cost per pump after 200 hours of run time: $300
SCOPE OF WORK

Date: 4/8/2019
United Rentals Fluid Solutions
Quotes #: 167941036 (Bypass 1-3 MGD) & 167954878 (Bypass 2-5 MGD)

Background:

Estimate for United Fluid Solutions to deliver, install, removal and pickup sewer bypass system. Estimated duration of this project is unknown.

Bypass 1-3 MGD
Bypass an estimated peak sewer flow of 2,085 gallons per minute (3 MGD). One 8” sound attenuated pump will be used as the primary pump, with a second same size pump plumbed into the system for 100% redundancy. Each pump will have an individual 8” suction hose. Both pumps discharge will be tied together via manifold. Approximately 90’ of 8” hdpe sdr 17 will lead to discharge manhole. Pumps will have gate valves for isolation in times of service or de-ragging.

Bypass 2-5 MGD
Bypass an estimated peak sewer flow of 348 gallons per minute (.5 MGD). One 4” sound attenuated pump will be used as the primary pump, with a second same size pump plumbed into the system for 100% redundancy. Each pump will have an individual 4” suction hose. Both pumps discharge will be tied together via manifold. Approximately 70’ of 8” hdpe sdr 17 lead to discharge manhole. Pumps will have gate valves for isolation in times of service or de-ragging.

Included:
- Installation and hydro-test of bypass system.
- Removal and decontamination of bypass system.
- Pump watch and monitoring of system. 1 technician per 12 hour period, for total coverage of 24 hours per day. Daily rate of $1,320.

Excluded:
- Trenching and backfilling where required (across driveways, major intersections)
- Permits and Fcc’s
- Water and water meter for hydro test and decontamination flush
- Traffic Control
- Dust control, erosion control, environmental investigation, site remediation, permitting, equipment and personnel security.
- Redundant discharge line.
- PE Stamped plan. If needed, PE stamped plans can be provided at an additional price of $1,000.

Please Note:
Labor Rates used in this quote are Prevailing Wage, Week day Rates only. Weekend work (ST/ OT x 1.5) and Holiday work rates (ST/ OR x 2) will apply. Night Time Rates are considered overtime and will be billed per OT Rate below.
**Change Order for extra work - Labor Schedule**

<table>
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<th>S/T</th>
<th>O/T</th>
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United Company policy requires employees adhere to hours of service limitations. Class A drivers per DOT regulations, labors not more than 14 consecutive hours and under no circumstance more than 16 consecutive hours-portal to portal.
**Selected Vendors**

<table>
<thead>
<tr>
<th>SOWE1</th>
<th>Southwest Enviromental Testing Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact:</td>
<td>Don McDowell</td>
</tr>
<tr>
<td>Phone:</td>
<td>(602) 331-0888</td>
</tr>
<tr>
<td>Mobile:</td>
<td>(602) 403-1423</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:dmcdowell@swetinc.com">dmcdowell@swetinc.com</a></td>
</tr>
<tr>
<td>Address:</td>
<td>9452 N 16th Ave Phoenix, AZ 85021</td>
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**Quote Folder:** COATING COATING

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<th>Quantity</th>
<th>Unit</th>
<th>Price</th>
<th>Extension</th>
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<td>4COATIN</td>
<td>JUNCTION STRUCTURE - MH 01</td>
<td>600.00 SF</td>
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<td>11.7500</td>
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**Vendor Total:** 7,050.00
Dana, that’s all good.

Best,

Don McDowell, President
Southwest Environmental, Inc.
SBE Certified Business
Phoenix, AZ.

On Apr 10, 2019, at 1:53 PM, Dana Ratkovich <dratkovich@achen.com> wrote:

Don, changes on this project.
Tempe is going all Armorock with precast bases, however
Plan B phase 1 still needs structure coated. I have you in at $7050
Plan A still needs coating on an existing manhole we tie in to. I have 151 sf at $30 sf for this
work. $4530.
There is now a plan B phase 2 where I need 2 coated manholes on an existing 18” sewer and 1 recoat of
an existing manhole we tie in to. I have you in on the manholes at $5,552.50 each and the coating 235
sf at $30 sf for $7050.

Let me know if this works or you need to reprice anything.

Please contact me if you have questions. Thank you.

DANA RATKOVICH
Senior Estimator
Main: 480.940.1300 | Cell: 602.376.0971 | Email: dratkovich@achen.com

ACHEN-GARDNER CONSTRUCTION
100% EMPLOYEE OWNED
550 S. 79th St., Chandler, AZ 85226
2425 W. Wave Hill Ct., Tucson, AZ 85705
achen.com | facebook | twitter
linkedin | instagram | youtube

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Dana, Attached is your MH Install quote. We cannot install or set mh's at night due to both Ready-mix and Precast plants are shut down. We can coat the mh's at night if that helps – no extra charge.

Regards,

SouthWest Environmental, Inc.
Don R. McDowell NACE, SSPC
President/CEO

9452 N. 16th Ave. Phoenix, AZ. 85021
AZROC 180421 * NVROC 077885
www.swetinc.com
602-331-0888 office. 602-331-5012 fax.
602-403-1423 cell.

<image002.png>

<image006.jpg><image007.png>

The Leader in sewer manhole construction, rehabilitation, and protection.

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No trees were harmed in the making of this email. However, a large number of electrons were highly disturbed.

From: Dana Ratkovich <DNRatkovich@achen.com>
Sent: Wednesday, March 20, 2019 9:27 AM
Subject: FW: City of Tempe Sewer Capacity Improvements

Looking for manhole prices for this project. would like a price back by 3/26/19.

Please price one at a time, please give me an add for night work.

Full Plans and specifications are available by inserting https://achen.box.com/v/tempesewersubfolder on your web browser.

Please contact me if you have questions. Thank you.
DANA RATKOVIC
Senior Estimator
Main: 480.940.1300 | Cell: 602.376.0971 | Email: dratkovich@achen.com

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linkedin | instagram | youtube

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<MH Install Quote TEMPE SEWER CAPACITY IMPROVE AGC.pdf>
Selected Vendors

SUNVA1  Sun Valley Landscape
Contact:  Dan Panessa
Phone:  (480) 898-0533
Fax:  (480) 898-1864
Email:  dan@sunvalleylandscape.com
Address:  1999 W. Houston Ave.
Apache Junction, AZ 85120
Notes:  LANDSCAPING & IRRIGATION

Quote Folder:  LANDSCAPE LANDSCAPE

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<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Price</th>
<th>Extension</th>
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Vendor Total:  9,466.68
# CITY OF TEMPE SEWER CAPACITY IMPROVEMENTS

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**EXCLUDES:**
- ACTS OF GOD
- ART AND INSTALLATION
- ARTIFICIAL TURF
- BACKFLOW PREVENTER
- BARRIERADES
- BIKE RACKS
- BONDING
- BORING
- BOULDERS
- CONCRETE HEADER
- CONTROLLER
- CURBING
- DAVIS BACON WAGES
- DUCTILE IRON
- ELECTRICAL RUNS & PULL BOXES
- EROSION CONTROL
- FENCING AND INSTALLATION
- FLOW SENSOR
- GATE VALVES
- GRADES +/- .10
- GROUTED RAP

**SUB TOTAL:** $7,100.00  
**SALES TAX:** $675.10  
**TOTAL:** $7,775.10
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<td>STEEL EDGING</td>
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<td>WATER METER</td>
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**INCLUDES:**
Includes 1 mobilizations, any additional MOB’s will be charged @ $500.00.

**DISCLAIMER:**
Price good for 30 days. All price quotations are subject to change without notice, even after bid excepted. Due to current market fluctuations all quotes for resin based products (Including PVC Pipe) are good for 6 days, unless otherwise stated.

- Net 30 days unless otherwise indicated or negotiated.
- Prices good only if this proposal is made a part of the contract documents.

- Understand that in some cases our bids may consist of special group pricing, discounts, etc. If we are asked to remove a bid item from our original quote, be advised that this may not affect the bid’s pricing as a whole. If the reduction of the item is significant enough, SVL may be forced to remove our bid from the project completely. This includes even after SVL had been awarded and/or signed the contract for the project. We reserve the right at any time that these changes are being requested by the General Contractor, to make the decision whether or not we will continue on the project.

**Limited Warranty**
Trees, Shrubs, Accents and Groundcover material is covered with an up to (90) day limited warranty, as long as installed and purchased through Sun Valley Landscape. Planting material newly installed will suffer some form of transplant shock, particularly during the hotter months. It is imperative that planting material receive proper care, so to minimize this stress. We will replace planting material during our maintenance period, if necessary. However, once this period end, if planting material has any issues and in need of replacement, the owner/General Contractor must provide proof that this material was properly cared for, (to include sufficient water and fertilizer, as needed). During the (90) day limited warranty period, we will only replace a tree once, should they die. Sun Valley Landscape will also advise when the best time for the replacement is to occur, choosing the most effective, optimum replacement period for the replacement. Sun Valley Landscape assumes no responsibility for replacement of planting material killed or damaged by pest, insect infestation, abnormal weather conditions, nor will we replace any planting material experiencing "seasonal die-back". Owner/General Contractor will insure proper care of all planting material, on any implied or contractual warranties will be immediately voided. WATER!!
Selected Vendors

<table>
<thead>
<tr>
<th>ARMOR</th>
<th>Armorock</th>
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</thead>
<tbody>
<tr>
<td>Contact</td>
<td>Mike Bussio</td>
</tr>
<tr>
<td>Phone</td>
<td>(702) 824-9702</td>
</tr>
<tr>
<td>Mobile</td>
<td>(949) 371-3297</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:mbussio@armorock.com">mbussio@armorock.com</a></td>
</tr>
<tr>
<td>Address</td>
<td>P O Box 60006, Boulder City, NV 89006</td>
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Vendor Total: 154,405.32
Quote Date: 3/26/2019

To:

Ref: Tempe Sewer Capacity Improvements
Tempe, AZ

QUOTATION

Notes:
1. Quote is subject to our standard terms, conditions, and shipping policies.
2. Payment is due at Net 30. Late Payment service charge for over 30 days will be charged at 18% APR.
3. Quote is valid for 60 days from issue date to receipt of PO after 60 days quote is subject to change based off market value of materials.
4. All applicable taxes are to be paid by purchaser.
5. If owner requires items to be grouted in field contractor is responsible for materials and labor costs incurred.
6. All loads will be billed at $1200 per truck. Total of twelve (12) trucks needed for job. Customer will only be billed for trucks used. Additional trucks will be billed at market rate.
7. Freight requested under 3 days notice may be subject to increased freight rates.
8. Products will be billed at unit pricing per quotation.
9. Rush orders will be priced accordingly.
10. Contractor shall be responsible for joint sealing and performance.
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<th>Structure</th>
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<th>Height</th>
<th>Weight</th>
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<td>50530-C</td>
<td>60 IN X 3 FT ECC POLYMER CONE 30 IN</td>
<td>1 50549-S</td>
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<td>50512-SMB</td>
<td>60 IN X 1 FT POLYMER MH SECTION NO BE</td>
<td>4 JM1.25</td>
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| MH #09    | 60"-30" Polymer Manhole                                                       |        |        |        |
| 1         | A-1700 30' FRAME AND COVER                                                   | 30     | 12,007 |        |
| 1         | 50530-C                                                                      | 30     | 12,007 | $13,092|
| 1         | 50572-S                                                                      | 30     | 12,007 | $13,092|
| 1         | S206-28 NPCBOOT                                                              | 30     | 12,007 | $13,092|
| 6         | JMI.25                                                                      | 1.25   | 30     |        |

| MH #10    | 60"-30" Polymer Manhole                                                       |        |        |        |
| 1         | A-1700 30' FRAME AND COVER                                                   | 30     | 12,007 |        |
| 1         | 50530-C                                                                      | 30     | 12,007 | $13,092|
| 1         | 50572-S                                                                      | 30     | 12,007 | $13,092|
| 1         | S106-12AWS NPCBOOT                                                          | 30     | 12,007 | $13,092|
| 6         | JMI.25                                                                      | 1.25   | 30     |        |

| MH #11    | 60"-30" Polymer Manhole                                                       |        |        |        |
| 1         | A-1700 30' FRAME AND COVER                                                   | 30     | 12,007 |        |
| 1         | PR30X4FL                                                                     | 30     | 12,007 | $13,092|
| 1         | 50530-C                                                                      | 30     | 12,007 | $13,092|
| 1         | 50572-S                                                                      | 30     | 12,007 | $13,092|
| 1         | S206-28 NPCBOOT                                                              | 30     | 12,007 | $13,092|
| 6         | JMI.25                                                                      | 1.25   | 30     |        |

| MH #12    | 60"-30" Polymer Manhole                                                       |        |        |        |
| 1         | A-1700 30' FRAME AND COVER                                                   | 30     | 12,007 |        |
| 1         | PR30X4FL                                                                     | 30     | 12,007 | $13,092|
| 1         | 50530-C                                                                      | 30     | 12,007 | $13,092|
| 1         | 50572-S                                                                      | 30     | 12,007 | $13,092|
| 1         | S206-28 NPCBOOT                                                              | 30     | 12,007 | $13,092|
| 6         | JMI.25                                                                      | 1.25   | 30     |        |

| MH #13    | 60"-30" Polymer Manhole                                                       |        |        |        |
| 1         | A-1700 30' FRAME AND COVER                                                   | 30     | 12,007 |        |
| 1         | 50530-C                                                                      | 30     | 12,007 | $13,092|
| 1         | 50572-S                                                                      | 30     | 12,007 | $13,092|
| 1         | S206-28 NPCBOOT                                                              | 30     | 12,007 | $13,092|
| 6         | JMI.25                                                                      | 1.25   | 30     |        |

| MH #14    | 60"-30" Polymer Manhole                                                       |        |        |        |
| 1         | A-1700 30' FRAME AND COVER                                                   | 30     | 12,007 |        |
| 1         | 50530-C                                                                      | 30     | 12,007 | $13,092|
| 1         | 50572-S                                                                      | 30     | 12,007 | $13,092|
| 1         | S106-12AWS NPCBOOT                                                          | 30     | 12,007 | $13,092|

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</tr>
<tr>
<td>2</td>
<td>S106-16AWS NPC BOOT</td>
<td>1.29 IN X 14 FT JOINT MASTIC ROLL</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spread Bar with Lifting Equipment</td>
<td></td>
<td></td>
<td>$1,273</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>SPREADER BAR AND RIGGING FOR LIFTING</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Sub-Total: $282,337  
Tax (8.10%): $22,869  
Freight/Delivery: $14,400  
Total Price for Tempe Sewer Capacity Improvements: $319,666
**JENCO CONSTRUCTION, LLC**

4303 N. ROMERO RD., TUCSON, AZ 85705  
AZ ROC # 289143

**Date:** 4/1/2019  
**Phone:** 520-888-3459  
**Fax:** 520-888-3468  
**Email:** [email](mailto:jenco@jenco.com)  
**Tax:** ESTIMATING DEPARTMENT  
**Attention:**

**Job Name:** 21ST STREET FROM HARDY TO WILSON AND 23RD FROM PRIEST TO HARDY  

Standard Excludes: Excavation, shoring, traffic control, night work, access, permits, taxes, special insurance and bonding, coatings, cores, drops, engineering, final grade ring adjustment, hand rails, sprots, pipe work, gaskets, demolition, trash racks, flow management, plugs larger than 8", flow thru plugs, water stop, back fill, compaction, inspections, concrete testing, concrete pumps, and excessive standby. Jenco Construction must have proper access for ready mix trucks and boom trucks. If there is not enough access the contractor will be responsible for providing a piece of equipment to either pour our ready mix or set the precast we provide.

Prevailing wage is excluded unless noted below.

<table>
<thead>
<tr>
<th>CITY</th>
<th>JOB LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>PHOENIX</td>
<td>ARIZONA</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>EACH</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>6&quot; ROCKHARD TM SCP MANHOLE (MI 16-20) 21ST STREET</td>
<td>1.00</td>
<td>$9,944.00</td>
<td>$9,944.00</td>
<td></td>
</tr>
<tr>
<td>6&quot; ROCKHARD TM SCP MANHOLE (MI 03-17) 21ST STREET</td>
<td>16.00</td>
<td>$11,994.00</td>
<td>$11,994.00</td>
<td></td>
</tr>
<tr>
<td>6&quot; ROCKHARD TM SCP MANHOLE WITH 80&quot; ID X 90&quot; ED BOX BORE PER SPEC</td>
<td>1.00</td>
<td>$78,791.00</td>
<td>$78,791.00</td>
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<tr>
<td>6&quot; DIAMETER GRADE RINGS (6 &amp; @-34&quot; HEIGHT PEEPS)</td>
<td>1.00</td>
<td>$2,335.00</td>
<td>$2,335.00</td>
<td></td>
</tr>
</tbody>
</table>

MH INCLUDES: INCLUDES DELIVERY VIA FLATBED CUSTOMER OFFLOAD AND SET  
LIGHTWEIGHT POLYMER GROUT FOR JOINTS, PRECAST BASES AND BOOTS,  
KIND AND COVER.

ITEMS EXCLUDE: EXCAVATION, RAILING, COATINGS, FINAL ADJUSTMENT AND COLLARS

PRICES GOOD FOR 36 DAYS FROM DATE OF PROPOSAL

SUBTOTAL BASE BID: $342,474.00  
TAX IF APPLICABLE: EXCLUDED  
TOTAL BASE BID: $342,474.00

THANK YOU FOR YOUR BUSINESS!!!!

JERRY LEE

If you are in agreement with the terms and conditions please sign and return. Jenco Construction must have a signed copy of this quote prior to mobilizing onsite to begin construction.

On Behalf of the Contractor

Jerry Lee, General Manager  
Jenco Construction
Selected Vendors

**SOUSL1**
Southwest Slurry Seal, Inc.
Contact:  Bill Downing
Phone:  (623) 582-1919
Fax:  (623) 434-8805
Email:  billd@southwestsluryscal.com
Address:  22855 N 21st Ave
          Phoenix, AZ 85027
Notes:  MICRO SEAL, SEAL COATING, SLURRY SEAL

<table>
<thead>
<tr>
<th>Bid Item</th>
<th>Activity</th>
<th>Resource</th>
<th>Description</th>
<th>Quantity Unit</th>
<th>Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>2031120</td>
<td>4MICROS</td>
<td>TYPE II MICROSEAL</td>
<td>15,062.00 SY</td>
<td>2.5400</td>
<td>38,257.48</td>
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Vendor Total: 38,257.48
PROPOSAL

DATE: 4/18/19

CONTACT: Dana Ratkovich
COMPANY: ACHEN-GARDNER CONSTRUCTION
DESCRIPTION: Apply type 2 Micro Seal
LOCATION: Temp Sewer Capacity Improvements: Priest & 23rd street, Hardy st, 21st street
(9020 sy *$2.54 PER SY IN ONE MOBILIZATION) Total $22,910.80

UNLESS OTHERWISE INDICATED ABOVE, THE PRICE EXCLUDES ANY BOND, CRACK SEALING, HEAVY CLEANING OTHER THAN LIGHT SWEEPING, TRAFFIC CONTROL, ASPHALT REPAIRS, AND DAVIS BACON WAGES.

1. THE ELIMINATION OF ANY EXISTING DRAINAGE PROBLEM OR REFLECTIVE CRACKING IS NEITHER INTENDED NOR GUARANTEED.
2. POWER STEERING MARKS ARE NORMAL AND SHOULD NOT BE CAUSE FOR UNDUE CONCERN.
3. ALL WORK IS TO BE MEASURED UPON COMPLETION AND WILL BE BILLED AT THE UNIT COST FOR THE MEASURED QUANTITIES WITH A MINIMUM INVOICE FOR THE QUANTITY OF WORK STATED IN DESCRIPTION OF WORK ABOVE UNLESS PRICE IS A LUMP SUM.

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control.

Owner will carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen’s Compensation Insurance. Owner will pay our attorney fees and other expenses in connection with Owner’s default. Interest may be charged at the rate of 1 1/2 % per month on accounts 30 days past due. All disputes arising under this agreement shall be submitted to the American Arbitration Association.

Authorized
Signatures: Kevin McCullough
Kevin McCullough/ Estimator

If accepted please sign, date and return this copy to Southwest Slurry Seal; retain copy for your files

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Payment will be made as outlined above.

Date of Acceptance: ______________________________

Signature: ______________________________________
## Selected Vendors

<table>
<thead>
<tr>
<th>PRS</th>
<th>Pavement Recycling Systems</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact</td>
<td>Kim Crenshaw</td>
</tr>
<tr>
<td>Phone</td>
<td>(623) 936-8800</td>
</tr>
<tr>
<td>Fax</td>
<td>(951) 682-1094</td>
</tr>
<tr>
<td>Mobile</td>
<td>(480) 828-6214</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:kcrenshaw@pavementrecycling.com">kcrenshaw@pavementrecycling.com</a></td>
</tr>
<tr>
<td>Address</td>
<td>801 South 71st Avenue</td>
</tr>
<tr>
<td></td>
<td>Phoenix, AZ 85043</td>
</tr>
<tr>
<td>Notes</td>
<td>PULVERIZE / MILLING ASPHALT,SOIL STABILIZATION</td>
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### Quote Folder: MILLING MILLING

<table>
<thead>
<tr>
<th>BidItem</th>
<th>Activity</th>
<th>Resource</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>2010</td>
<td>2021030</td>
<td>4MILL</td>
<td>REMOVE AC &amp; REPLACE 6&quot; AC T 45</td>
<td>2,376.00</td>
<td>SY</td>
<td>1.9400</td>
<td>4,609.44</td>
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<tr>
<td>2015</td>
<td>2021030</td>
<td>4MILL</td>
<td>REMOVE AC &amp; REPLACE 6&quot; AC T 45</td>
<td>1,443.00</td>
<td>SY</td>
<td>1.9400</td>
<td>2,799.42</td>
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</tbody>
</table>

**Vendor Total:** 7,408.86
Bryco Asphalt Inc.
1959 S Power Rd #103 - 375
Mesa, AZ 85206
Office 480-987-9133  Fax 480-223-6411
AZ License #ROC206914 (L-05)
Brycomilling.com

PROPOSAL AND CONTRACT

4/18/19

Contact:
   Job:          City of Tempe
   Phone:
   Fax:

The undersigned agrees to furnish and provide necessary labor to do,
perform and complete in a professional manner the following:

Mill asphalt, sweep to clean up and haul off:
11,922 SY @ 1.5" deep        $1.75/SY
1,020 SY @ 2" deep (trench patch)   $5,500

Price includes one mobilization

(Minimum billing per mobilization)  $5,500

For additional thickness of asphalt the price will be proportionately adjusted.
This work excludes: taxes, permits, after hours, traffic control, water permits, water,
any and all damages to utilities including: cables, wires, pipes, etc. inside mill area,
damage to curbing or valley gutter from crossing over with the machine.
Any damage caused to the machine by any unknowns inside work area.
Damage to Diamond teeth caused by any unknowns will be billed to the contractor at $300 per broken tooth.
* Any additional work not noted above that may need to be completed by Bryco
   will need to be pre-approved between the customer and Bryco Asphalt Milling Inc.
   and a price determined before completion.
*Prices are based on the job as a whole and unit prices are based on given quantities.
*Prices exclude all areas that can’t be milled with milling equipment (big mill or trimmer).

Respectfully submitted,
Jack Sawyer
Bryco Asphalt Milling Inc.

CUSTOMER’S ACCEPTANCE

Bryco Asphalt Milling Inc. is hereby authorized to furnish all labor required to complete the
work noted in the above proposal for which I agree Bryco Asphalt Milling Inc. will be paid
the amount noted in said proposal in accordance with the terms thereof. Invoices are due
upon receipt. 1.5% monthly late fee will be charged to all past due amounts. If invoice is not
paid within 90 days, a Mechanics Lien will be placed on the job and additional charges will
be charged to the customer.

ACCEPTANCE AND AUTHORIZED BY:

Signature: [Signature]
Project: Paradise Valley Ritz Perimeter Roads  
Date: Friday, November 30, 2018  
Quote #: 1130

C & S SWEEPING  
P.O. Box 24476  
Phoenix, Az 85074  
License - 270744  
Phone: 602.262.9471  
Fax: 602.262.9216  
Email: estsweeping@candssweeping.com  
Prepared by: Richie Stamps

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Approximate Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Estimated Extended Price</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>MOBILIZATION (Per Mobi/Machine)</td>
<td>1</td>
<td>EA</td>
<td>$210.00</td>
<td>$210.00</td>
</tr>
<tr>
<td>2</td>
<td>Remove Asphaltic Concrete Pavement by Milling</td>
<td>12.14</td>
<td>SY</td>
<td>$0.80</td>
<td>$6,712.80</td>
</tr>
<tr>
<td>a</td>
<td>Cut, Load existing asphalt at avg depth of 1.5&quot; Max</td>
<td>12.141</td>
<td>SY</td>
<td>$0.80</td>
<td>$6,712.80</td>
</tr>
<tr>
<td>b</td>
<td>Hauling (Mill Support) Option</td>
<td>12.141</td>
<td>SY</td>
<td>$1.48</td>
<td>$17,868.68</td>
</tr>
<tr>
<td>c</td>
<td>Sweeping (Mill Support) Option</td>
<td>12.141</td>
<td>SY</td>
<td>$0.10</td>
<td>$1,214.10</td>
</tr>
</tbody>
</table>

Note(s)
- a) Based on Email Dated 11/21/18
- b) Minimum Daily Charge - Milling
- c) Sweeping (2 Hr Min)
- d) Escalation @ 3 1/2% / Year

Estimated Total Excluding Moist: $26,886.58  
Estimated Mobilization(s) Total: $810.00  
Estimated Total: $27,706.58

Customer to provide metered hydrant, water truck, traffic control, layout, survey and any utility work.

C & S Sweeping will mill as close as possible with our equipment to any curbs or buildings without damaging the property or our equipment, any remaining asphalt will be the Customer's responsibility.

C & S Sweeping will not be responsible for milling underneath any structures unless specifically stated with in this bid.

Customer will be held responsible for any damage caused to diamond teeth or carbide teeth caused by any hidden object(s) of any sort at the cost of $250 per bit for diamond teeth and $50 per bit for carbide teeth.

Date: __________________________
Abigail Goode

From: Jamie Williams <jamie@wspinc.net>
Sent: Thursday, April 18, 2019 10:01 AM
To: Dana Ratkovich
Cc: Christie Hall
Subject: RE: City of Tempe Sewer Capacity Improvements Bids 4/9/19

1.5" - $1.76 sy
2" trench - $6.50 sy
Mobs $2,500 each

Thank You,
Jamie Williams
Operations Manager
WSP, Inc.
7777 N. 70th Ave | Glendale, AZ 85303

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From: Dana Ratkovich <DRatkovich@achen.com>
Sent: Wednesday, April 17, 2019 3:31 PM
To: Jamie Williams <jamie@wspinc.net>
Cc: Christie Hall <chall@achen.com>
Subject: RE: City of Tempe Sewer Capacity Improvements Bids 4/9/19

Jamie, Tempe now may want to do a full street reconstruction instead of an overlay. Probably not but can you price this project accordingly? The 2" is for a trench patch 6-8' wide. All milling areas are close can be done in one move in.

<table>
<thead>
<tr>
<th>Mill Sweep &amp; Haul</th>
<th>Unit</th>
<th>B Ph 1</th>
<th>B Ph 2</th>
<th>A 60 %</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.5&quot; for mill &amp; overlay (optional)</td>
<td>SY</td>
<td>1922</td>
<td></td>
<td></td>
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<tr>
<td>2&quot; for 430</td>
<td>SY</td>
<td>1020</td>
<td>200</td>
<td>1</td>
</tr>
</tbody>
</table>

Please contact me if you have questions. Thank you.

DANA RATKOVICH
ACHEN-GARDNER CONSTRUCTION
100% EMPLOYEE OWNED
550 S. 79th St., Chandler, AZ 85226
2425 W. Wave Hill Ct., Tucson, AZ 85705
achen.com | facebook | twitter
linkedin | instagram | youtube

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-----Original Message-----
From: Jamie Williams [mailto:jamie@wspinc.net]
Sent: Tuesday, April 9, 2019 12:48 PM
To: Dana Ratkovitch <DRatkovich@achen.com>
Subject: RE: City of Tempe Sewer Capacity Improvements Bids 4/9/19

$1.89 per sy
$2,500.00 per mobilization

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-----Original Message-----
From: Dana Ratkovitch <DRatkovich@achen.com>
Sent: Tuesday, April 9, 2019 10:01 AM
To: Jamie Williams <jamie@wspinc.net>
Cc: Brian Froelich <bfroelich@achen.com>; Abigail Goode <AGoode@achen.com>
Subject: RE: City of Tempe Sewer Capacity Improvements Bids 4/9/19

Jamie, Tempe has decided we need a 2" mill and overlay on the entire street due to its condition. Can you please price 17,500 sy

Please contact me if you have questions. Thank you.

DANA RATKOVICH
Senior Estimator
Main: 480.940.1300 | Cell: 602.376.0971 | Email: dratkovich@achen.com
ACHEN-GARDNER CONSTRUCTION
100% EMPLOYEE OWNED
550 S. 79th St., Chandler, AZ 85226
2425 W. Wave Hill Ct., Tucson, AZ 85705
achen.com | facebook | twitter
linkedin | instagram | youtube

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-----Original Message-----
From: Jamie Williams [mailto:jamie@wspinc.net]
Sent: Monday, April 8, 2019 4:58 PM
To: Dana Ratkovich <DRatkovich@achen.com>
Subject: RE: City of Tempe Sewer Capacity Improvements Bids 4/9/19

$2.65 PER SY
$2,500.00 PER MOBILIZATION

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-----Original Message-----
From: dratkovich@achen.com <dratkovich@achen.com>
Sent: Friday, April 05, 2019 3:01 PM
To: Jamie Williams <jamie@wspinc.net>
Subject: City of Tempe Sewer Capacity Improvements Bids 4/9/19

This quote request is for Plan set B Phase 1 (Redlined) which is the larger of plan set A & B. Request for quotes for Plan set A have been sent. Construction is estimated to start around June 1, 2019, on plan set B with A to follow. It is anticipated most work on this project will be night work due to traffic considerations.

Milling will be a daytime operation.
Proposition and Contract
Pavement Recycling Systems, Inc
Southwest Region
AZ License #: 183900

801 South 71st Avenue, Phoenix, AZ 85043
Phone: (623) 936-8800 Fax: (623) 936-8810

From: Kim Crenshaw E-mail: kcrenshaw@pavementrecycling.com

To: Dana Ratkovich
Achen Gardner Engineering, LLC.
550 S. 79th Street
Chandler, AZ 85226
Dratkovich@achen.com

Quote No.: 1743622 Phone: (480) 940-4576
Fax: (480) 940-1300
Bid Date: 4/10/2019

We propose to furnish you with labor and material per your representation of job requirements as follows:

**Tempe Sewer Capacity Improvements *REVISED 04/19/2019***
23rd Ave and Industrial Park, Tempe AZ

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Quantity</th>
<th>UOM</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schedule 2</td>
<td>Remove 2&quot; AC Pavement</td>
<td>17,500</td>
<td>SY</td>
<td>1.300</td>
<td>$22,750.00</td>
</tr>
<tr>
<td></td>
<td>ADD: Sweeping</td>
<td>17,500</td>
<td>SY</td>
<td>0.120</td>
<td>$2,100.00</td>
</tr>
<tr>
<td></td>
<td>ADD: Mini Planer For Detailing</td>
<td>17,500</td>
<td>SY</td>
<td>0.165</td>
<td>$2,887.50</td>
</tr>
<tr>
<td>Schedule 3</td>
<td>Cold Plane 1.5&quot; AC Pavement</td>
<td>11,922</td>
<td>SY</td>
<td>1.150</td>
<td>$13,710.30</td>
</tr>
<tr>
<td></td>
<td>Remove 2&quot; AC Pavement</td>
<td>1,397</td>
<td>SY</td>
<td>1.460</td>
<td>$2,039.62</td>
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<td>$1,907.52</td>
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<td></td>
<td>ADD: Mini Planer For Detailing</td>
<td>11,922</td>
<td>SY</td>
<td>0.210</td>
<td>$2,503.62</td>
</tr>
</tbody>
</table>

**MILLING SPECIAL CONDITIONS**

1. Includes: Removal of the AC at a depth stated above, Initial Loading, Haul & Dispose of Material Off Site for our operation only.
2. Excludes: Traffic Control, Water/Water Meter/Water Truck Detailing (Mini Planer), Handwork (Jackhammering), Laboring, Blowing of Sidewalks, Removal of PCC/Base/Dirt/Paving Fabric, Temporary Ramping, Milling of Rocks/Cobble Larger than 2", Survey/Project Layout/Maintenance of the Project.
3. Also Excludes: Sweeping, Removal & Hauling of Chunks and Areas Inaccessible to Machine, Secondary Loading (Skidloader work), Compostion, Grading, Blue State Notification, Location and Marking. Please see “General Conditions”.
4. Item 3 to be completed in 2 shifts with 1 move in. Minimum billing quantity to be 8,650 sq per shift.
5. Item 6 to be completed in 2 shifts with 1 move in. Minimum billing quantity to be 5,870 sq per shift.
6. Item 7 to be completed in conjunction with item 6 in one move in on and off the project. Minimum billing quantity to be 1,300 sq.
7. Item 4 and 8 ADD on for PRS to provide Sweeping.
8. Item 5 and 9 ADD on for PRS to provide a Mini Planer for Detailing.
9. All work is to be performed under the direct supervision and control of the customer. Customer accepts all liability for any claims arising from work performed as directed.
10. Dispatch Note: Should you elect to utilize PRS’s services, I would like to extend our thanks. For the most efficient service in scheduling/dispatch/job set up, please call 623 936-8800

**General Conditions**

ACCEPTANCE of this bid/proposal from PAVEMENT RECYCLING SYSTEMS, INC. (PRS) acknowledges the TERMS, CONDITIONS & INSURANCE provisions quoted, and these same limitations shall be included in any subcontract or purchase order agreement, unless otherwise defined in the SPECIAL CONDITIONS of this proposal Pavement Recycling Systems, Inc. excludes from the services quoted herein, all: TRAFFIC CONTROL, DUST CONTROL, WATER SUPPLY TO SITE, MIX DESIGNS, TESTING, COMPACTING, SALES TAX, SURVEYING, LAYOUT, SAWCUTTING, AREAS NOT ACCESSIBLE TO PAVEMENT RECYCLING SYSTEMS, INC. EQUIPMENT, OR MAINTENANCE OF THE COMPLETED WORK. ALL WORK IS BEING PERFORMED AT CUSTOMER’S DIRECTION AND CUSTOMER ASSUMES RESPONSIBILITY FOR ADDING PAVEMENT RECYCLING SYSTEMS, INC. TO THEIR BLUE STATE AND DUST CONTROL PERMITS. PAVEMENT RECYCLING SYSTEMS, INC. requires that all underground improvements and utilities be clearly marked prior to starting work, and excludes any costs for repairs of damage to un-marked improvements. Damage to PAVEMENT RECYCLING SYSTEMS, INC. equipment caused by encountering un-marked underground improvements, obstructions or rocks over 3" in diameter shall be charged at time and materials for repairs. Upon completion of each segment of the designated work PAVEMENT RECYCLING SYSTEMS, INC. shall be relieved of all liability for the work, and others shall assume protection of the work. PAVEMENT RECYCLING SYSTEMS, INC. shall not be held in any manner of a work or force account markings. If it becomes necessary to enforce provisions of this proposal the prevailing party shall recover reasonable attorney’s fees and all costs otherwise provided by law.

INSURANCE INCLUDED IN PROPOSAL:

(Continued on next page)
COMMERICAL LIABILITY LIMITS - $1,000,000 per occurrence / $2,000,000 aggregate; $2,000,000 Products and Completed Operations Aggregate; $1,000,000 Personal & Advertising Injury; $100,000 Fire Damage Any one fire; $5,000 Medical Payments (any one person); ADDITIONAL INSURER - CGS2010 10/91 or equivalent. AUTO LIABILITY LIMITS - $1,000,000

Combined Single Limit - Includes owned, non-owned, and hired. WORKER’S COMPENSATION INSURANCE - Limits per statutory requirements in the States of California, Arizona, and Nevada, depending on project location.

TERMS OF PAYMENT:

All invoices shall be paid within 30 days of invoice date. RETENTION may be withheld only on work secured by a contract, and only up to 100 days following the last work date for Pavement Recycling Systems, Inc., or 15 days past job acceptance by owner, whichever occurs first. Payment may not be made contingent on Owner’s payment. Late payments will be assessed interest and penalties if so provided by law, or, at a minimum, carrying charges will be added at 15% of the outstanding balance, compounded monthly.

Date:

Page 2 of 2

Accepted By:

From: Kim Crenshaw

www.pavementrecycling.com
## Selected Vendors

**BUIPR1**
- **Building Products Co. (VCP,PVC)**

- **Contact:** Jeremy Haskins
- **Phone:** (602) 400-6728
- **Fax:** (480) 456-6355
- **Email:** jhaskins@buildingproductscompany.com
- **Notes:** PIPE SUPPLIER (VCP)

## Quote Folder: PIPE PIPE VCP

<table>
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### Adjustments:

**LUBE:**

- **LUBE**

- **LUBE**

**Vendor Total:**

- **270,832.26**

### Note:

Items using plug prices have not been included in the Vendor Totals.
## Trench Capacity Improvements

### VCP Trench Loading

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<th>Pipe Size (IN)</th>
<th>Reach</th>
<th>Reach Length (FT)</th>
<th>Max Depth to Top of Pipe (FT)</th>
<th>Transition or Max Trench Width (IN)</th>
<th>Backfill Load (LB PIPE Ft)</th>
<th>Bedding Class per ASTM C12</th>
<th>Bedding Factor</th>
<th>Safety Factor</th>
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### Notes:

- **Bed and Pipe used in load calculation:** 12in Bed with a k' = 0.13 Lean Clay
- **Three-Edge Bearing Strength:** ASTM C770-Extra Strength

**Trench Width**

This is only measured at the top of the pipe and is dirt to dirt. A cut trench or sloped trench walls can be used above the top of pipe. Any trench width less than the width listed (max or transition) will increase the Factor of Safety. Per ASTM C-12 a safety factor of 1 to 1.6 is recommended for successful installation of VCP.

**Safety Factor** = (Bedding strength of pipe X Bedding Factor) / (Bedding Load)

**Transition Trench Width** = Trench width when the maximum load on the pipe occurs.
This order will be jobsite unloaded and strung at no charge. If BPC delivers, contractor must provide adequate right-of-way and working space for tractor, trailer, and forklift accessible trench side. Minimum 20 ton load or add $550.00 delivery charge per load for partial or delayed shipments.

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<tr>
<th>APPROXIMATE QUANTITY</th>
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<th>UNIT PRICE</th>
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Total $409,585.22

INITIAL AIRTEST, RETEST, OR LEAK LOCATING AT $150.00 PER HOUR. (Crate deposit $100.00 refundable upon return in good condition). Contractor to provide a project knowledgeable assistant, ladder, and a set of plans for air testing. All costs associated with confined space requirements to be contractor responsibility.

BUILDING PRODUCTS COMPANY LLC

Jeremy Haskins, P.E., Sales Engineer

4850 W. Buckeye Road / Phoenix, AZ 85043
Direct: (602) 408-6720 / Fax: (602) 269-7433
Email: jhaskins@mpjind.com
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**Selected Vendors**

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<tr>
<td>Contact:</td>
<td>Cayla McNeil</td>
</tr>
<tr>
<td>Phone:</td>
<td>(602) 792-2600</td>
</tr>
<tr>
<td>Fax:</td>
<td>(623) 939-8981</td>
</tr>
<tr>
<td>Mobile:</td>
<td>(623) 640-4772</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:cayla.mcneil@cmc.com">cayla.mcneil@cmc.com</a></td>
</tr>
<tr>
<td>Address:</td>
<td>4820 W. Colter St</td>
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**Quote Folder:** REBAR SUB REBAR SUB

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**Vendor Total:** 6,092.83
CMC REBAR WEST, hereinafter called Subcontractor, proposes subject to the terms and conditions herein to FURNISH, FABRICATE, AND PLACE ASTM A615 Grade 60 deformed reinforcing bars in accordance with the CRSI Manual of Standard Practice and based on the following documents:

Documents:  
- PLANS BID FROM:
- 18 PDF FILE SHEETS
- COVER SHEET LISTS THE DRAWINGS,

Specifications: None Provided

Addenda: None Provided

Job Scope:
Reinforcing Steel In Cast in Place Concrete
Prices are based on NON-PREVAILING WAGES

Prices are based on commencement of Subcontractor's scope of work by 05/01/19 and completion of the same by 08/01/19.

Price Schedule:

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Escalation Notice:
All projects exceeding completion date beyond one year (1) of proposal date shall be subject to a price escalation for each additional 3 month period as follows:
- Initial three month period beyond 1 year: Add $25.00/CWT
- Remaining 3 month periods: Add $25.00/CWT EACH PERIOD
TO: BIDDER

Proposal Number: E19A-084R1

Attn: ESTIMATING

Date: April 8, 2019

Project Name: City of Tempe Sewer Capacity Improvement

Location: 23rd Street and Industrial Park Avenue
Tempe, Arizona
Project #: 3233018B
Page 2 of 6

For unit price/lb bid items (if applicable) the following will apply:
Final subcontract valuation of unit price bid items shall be based upon the application of Subcontractor's unit prices multiplied by the theoretical weight of reinforcing bars and/or post-tensioning strand as shown on Subcontractor's bar lists and will include the weight of the design reinforcing, laps, spacer and support bars deemed necessary by Subcontractor to allow the safe installation and positioning of the design requirements and as required to comply with the final project designs and standard industry practice and in accordance with ACI and CRSI Manual of Standard Practice for Reinforcing to apply.

Expiration Date of Proposal: 05-09-2019

Price(s) based on notification of intent to award within 30 days of bid date. Letter of Intent or award must be issued within 30 days of bid date. Any quote exceeding these periods will need to be confirmed and are subject to change due to market conditions. Prices are based on acceptance of all items as listed in proposal. Partial acceptance, changes, revisions, or exclusions of items may require revised pricing on remaining items.

**** SPECIAL CONDITIONS****
1. All rebar is figured to be Grade 60, Black Bar
2. This proposal is based on 1 trip to the jobsite for Field Personnel. Additional trips will be the responsibility of the Purchaser per man, per trip.

**** SPECIAL EXCLUSIONS ****
1. All Loading/Unloading of Trucks
2. All Hoisting
3. All Sales Tax
4. Masonry Reinforcing
5. Smooth Dowels; labor for same
6. Weld dowels; welding of same to structural or miscellaneous steel members.
TO: BIDDER

Proposal Number: E19A-084R1
Date: April 8, 2019
Project Name: City of Tempe Sewer Capacity Improvement
Location: 23rd Street and Industrial Park Avenue
Tempe, Arizona
Project #: 323301BB
Page 3 of 6

Attn: ESTIMATING

Hoisting:
CMC REBAR WEST excludes all equipment (lifts and cranes) unless specifically noted within this proposal. The following equipment will be required to safely and efficiently offload and store or locate for placement of reinforcing bars and WWF as follows:
   a) Forklift or Reach lift:
   b) Crane:

Comments: Front end loaders/backhoes are not suitable for most hoisting requirements due to safety and efficiency of placement of reinforcing. The use of excavating equipment or other equipment not specifically designed for these purposes shall be strictly prohibited.

Freight:
Proposal includes 1 loads/deliveries to site. Additional loads must be mutually agreed upon or an extra charge may occur. Loads are based upon full loads of approximately 38,000 lbs average. Allowances will be made for cages or assemblies of pre-tied rebar as needed. Off load time of 2 hours allowed. Additional time offloading due to circumstances beyond subcontractors control may incur standby charges.

Expiration:
Price(s) based on notification of intent to award within 30 days of bid date. Letter of intent or award must be issued within 30 days of bid date. Any quote exceeding these periods will need to be confirmed and are subject to change due to market conditions.

Standard Exclusions:
1. State and local sales taxes (unless specifically noted on price schedule).
2. Testing or inspection other than the furnishing of certified mill test reports.
3. Cost of bonds: Material and Performance Bonds can be provided at cost noted on proposal and is in addition to bid item prices noted in price schedule.
4. Penalties and liquidated damages.
5. Providing and maintaining rebar safety caps.
6. Smooth round bars and dowels.
7. Galvanized and epoxy coated bars (unless specifically noted on price schedule).
TO: BIDDER

Proposal Number: E19A-084R1
Date: April 8, 2019
Project Name: City of Tempe Sewer Capacity Improvement
Location: 23rd Street and Industrial Park Avenue
Tempe, Arizona
Project #: 323301BB
Page 4 of 6

Attn: ESTIMATING

8. Form savers, threaded bars, couplers, anchors, bolts, studs, sheathing, sleeves, or inserts (unless specifically noted in price schedule).
9. Wrap, coat, paint, tape or grease any reinforcing steel bars and/or dowels.
10. Cutting, drilling, grouting, dry-packing, applying adhesives or epoxies, or plating of drill dowels of any kind.
11. Welding and/or dowels and welding of the same to structural or miscellaneous iron.
12. Setting Pier/Caisson cages (tied and stockpiled on job site only).
13. Providing and/or installing clearance wheels or spacers for caisson cages.
14. Guying and/or bracing requirements for column cages (may be included on certain projects—please confirm).
15. Reinforcing for pre-cast concrete.
16. Additional reinforcing steel required for lifting or pick-up points in pre-cast panels.
17. Reinforcing for all site work (unless specifically noted in price schedule).
18. Reinforcing for metal stair pans and landings.
19. Dobbies, pulling, blocking or chairing of any welded wire fabric (WWF) mesh, unless specifically called out in price schedule or inclusions in proposal.
20. Splices in reinforcing bars, field bending and/or construction joint dowels for Contractor's convenience.
22. Post-tensioning.
23. Marking slabs for permanent location of tendons. (P/T if applicable)
24. Removing, cutting, or grinding of staples from concrete soffit after deck forms are removed. (P/T if applicable)
25. All masonry reinforcing and associated material (unless specifically noted in price schedule).
26. Cost of pour watchmen other than during normal 40 hour straight-time work week while Subcontractor is performing scheduled work.
27. Cost of remedial work and/or replacement of materials made necessary by water or flood damage to reinforcing steel following delivery or installation as directed by Contractor.
28. Special insurance provisions including "Broad Form", "Type 1" Indemnification and Primary & Non-contributory wording.
29. Liability insurance for the construction of any single family dwelling, townhouse, condominium or multi-track housing development.
30. Any liability and defense or Indemnification obligations associated with the completed work of apartments converted to condominiums, townhouse or housing.
31. Costs, Impacts or liquidated damages as a result of material shortages caused by factors or market conditions beyond Subcontractor's reasonable control.
32. Hoisting (see special note below pricing).
33. All SOG reinforcing at Vapor Barrier Areas unless specifically included in our bid items on our proposal.

Special Exclusions:
1. Prevailing Wages. All projects are quoted assuming to be NON-Prevailing Wages for field labor.

Standard Conditions:
1. All fabrication and placement tolerances shall be in strict conformance to Concrete Reinforcing Steel Institute (CRSI), American Concrete Institute (ACI), common industry standards and specifically CRSI Placement of Reinforcing
TO: BIDDER

Proposal Number: E19A-084R1

Date: April 8, 2019

Project Name: City of Tempe Sewer Capacity Improvement

Location: 23rd Street and Industrial Park Avenue
Tempe, Arizona
Project #: 3233018B
Page 5 of 6

Attn: ESTIMATING

Steel Standards. Special tolerances noted in specifications and/or plans are not part of this bid proposal and may not be practical due to the nature of reinforcing steel fabrication equipment and jobsite conditions.

2. Performance shall be based on conventional construction; timely receipt of construction documents and information; a written schedule based on a normal 5-day, 40 hour straight-time work week, to which Subcontractor is a party.

3. Re-detailing and/or estimating resulting from design changes shall be billed at the rate of $75.00 per hour.

4. Subcontractor shall be required to continue the performance of work considered by the Subcontractor to be outside the scope of the work hereunder unless resolution of Subcontractor’s submitted notices and valuation of such previous work is timely (i.e. within 30 days of Contractor’s receipt of such notice).

5. Buyer to provide the following at no cost:
   a. Lines, grades, supporting rebar templates, layout, ramps, and scaffolding.
   b. Safe access to points of work, including tractor-trailer access to installation locations or within 25 feet of where materials are to be used or hoist.
   c. Protection of vertical reinforcing steel where required by safety regulations.
   d. Operated Crane* service, operated by a NCCCO-certified operator during straight-time working hours for unloading of trucks, hoisting and/or lowering of materials to the working levels and adjacent to points of installation, and for setting pre-assembled elements. (*the use of excavating equipment or other equipment not specifically designed for these purposes shall be strictly prohibited) (see note on HOISTING at pricing schedule)
   e. Verification of existing conditions and all field measurements of same for the purpose of shop drawing preparation prior to fabrication of reinforcing steel.
   f. Adequate areas for staging, storage, and pre-assembly of materials.
   g. Removal of spoils from footings and small wire clipings caused by normal reinforcing installation.
   h. Traffic control, flagman, barricades, lane closures and all related permits.
   i. Two complete sets of construction drawings and one set electronic drawings.

6. In the event either Contractor of Subcontractor institutes a suit against the other in connection with any matter arising from this agreement, the prevailing party shall be entitled to recover from the other its reasonable attorney’s fees and costs.

7. In the event the Contractor considers the performance of the Subcontractor to be delaying the progress of the work, Contractor shall provide timely written notification to the Subcontractor.

8. If Subcontractor is directed to proceed with any work in conjunction with this proposal, said direction shall constitute an acceptance of the terms, conditions and exclusions set forth herein and this document shall constitute a formal contract between the Subcontractor and Contractor for the performance of such work. Any contract created hereunder may only be superseded or supplemented by an acceptable written agreement executed by both the Subcontractor and Contractor.

9. Final subcontract valuation of unit price bid items shall be based upon the application of Subcontractor’s unit prices multiplied by the theoretical weight of reinforcing bars and/or post-tensioning strand as shown on
Subcontractor's bar lists and will include the weight of the design reinforcing, laps, spacer and support bars deemed necessary by Subcontractor to allow the safe installation and positioning of the design requirements and as required to comply with the final project designs and standard industry practice and in accordance with ACI and CRSI Manual of Standard Practice for Reinforcing to apply.

10. Prices are based on acceptance of all items as listed in proposal. Partial acceptance, changes, revisions, or exclusions of items may require revised pricing on remaining items.

**Terms of Payment:**

1. Materials (including tied and stockpiled items net by the 10th of the month following subcontractor acquisition of the same.
2. Installed work – 100% of the contract value of work performed by the end of each month to be paid by the 30th day of the following month. No retention unless mutually agreed upon by GRS/buyer.
3. Any Owner reduction of retention percentage shall be applied concurrently to payments to the Subcontractor.
4. Final payment to be made within 30 days after substantial completion of the work under this agreement.

The above proposal is accepted

By (signature/title)

______________________________  ______________________________
James E. Del Re, Director, Sales

Date  Date

4820 West Colter Street – Glendale, Arizona – 85301 – Phone: 602-792-2600 – 

REV 3-14-2019
## Retail Sales Quote

**Quote No.:** R01267  
**Date:** 03/21/2019  
**Rev #:**  

**Vendor:** Achen-Gardner Construction  
**Phone:** (480) 403-9384  
**Address:** 550 South 79th Street  
Chandler, Arizona 85226

**Project:** COT Junctin Structure MH.01  
**Address:** Tempe, AZ

**Quote by:** Scott Pasternak  
**Email:** scott@tylerreinforcing.com  
**Phone:** (802) 321-3838

---

**PLEASE INDICATE BELOW IF MILL CERTIFICATIONS ARE REQUIRED**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
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**Sheet 18 of 18 (1/2018) 60% Preliminary**

**All Rebar is Grade 60, Black Bar (Domestic)**

**All Labor is Figured to be Non-Praavailing Wages.**

---

**Notes:**

Material subtotal = $10,545.00

Misc = $0.00

Freight = $300.00

Subtotal = $10,845.00

*Taxable value: $0.00 @ 0.00 % = $0.00

**Total = $10,845.00**

*NOTE: Total sale is rounded to the nearest dollar.*

---

**Terms:**

1. Quote valid until 03/31/2019.
2. Payment Terms: Net 15, no retention.
3. 7 day notice required for fabrication and delivery.
4. Cost of Sales or Use Taxes excluded. (Unless noted otherwise)
5. Buyer to provide hoisting for unloading of material if required by Seller.
6. All loads assumed to be verified by Buyer, no shortages will be accepted after 24 hours of delivery.
7. Prices based on 1 truck load(s) of material to jobsite. Additional loads will be at $300 per load.

---

**Customer Approval:**

- [ ] Approved at above price.
- [ ] Mill Certifications required.

**By:**

**Title:**

**Date:**

**PO #:**

---

**CUSTOMER**

Please fill out and return via email above.

**Contact:**

**Phone:**

**Ship Date:**

---

---

---
Selected Vendors

<table>
<thead>
<tr>
<th>HANGCI</th>
<th>Hanson Cement Group</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact:</td>
<td>Brian Clark</td>
</tr>
<tr>
<td>Phone:</td>
<td>(602) 685-4800</td>
</tr>
<tr>
<td>Fax:</td>
<td>(602) 275-9146</td>
</tr>
<tr>
<td>Mobile:</td>
<td>(602) 291-4848</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:brian.clark@lehughhanson.com">brian.clark@lehughhanson.com</a></td>
</tr>
<tr>
<td>Address:</td>
<td>4127 E Van Buren Suite 205 Phoenix, AZ 85008</td>
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Quote Folder: REDIMIX REDI MIX

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<td>MAG C CONCRETE</td>
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Vendor Total: 116,097.15
26 March 2018

Quotation No. 109551

Sales Rep
Clark, Brian
Ph: (480) 639-7165

Concrete Dispatch: 602-685-3400

JOB NAME
TEMPE SEWER CAPACITY IMPROVEMENT

JOB LOCATION
21ST HARDY TO WILSON, 23 PRIEST TO HARDY TEMPE, AZ

MAP

JOB / P.O. NUMBER
66523

QUOTE DATE
4/4/2019

JOB START DATE
September 2, 2019

BID DATE
April 4, 2019

CUSTOMER
ACHEN - GARDNER CONSTRUCTION, LLC.

CONTACT
DANA RATKOVICH 480 940-1300 DRATKOVICH@ACHER.COM

STREET ADDRESS
550 SOUTH 79TH STREET

CITY, STATE, ZIP
CHANDLER AZ, 85226

CUSTOMER NO.
1404856

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<td>PUMP WASHOUT FEE</td>
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<td>816</td>
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<td>CY</td>
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<td>2253131</td>
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Additional Comments
- Short Load Charges Apply
  - 1-2.5 YDS = $150
  - 3-3.5 YDS = $100
  - 4-4.5 YDS = $75
- Please note, pump wash out fee only applies if pump uses Hanson truck to wash out into.

Escalation Notes:

Prices may be subject to increase at expiration of quote.

Signature: [Signature]
Date: 4/4/2019

Concrete Terms and Conditions
- All orders and quoted prices are subject to credit approval.
- Stand by Charges: First five (5) minutes per yard at no charge. Thereafter $0.02 per minute ($120.00 Per Hour).
- Cancellations within 48 hours are subject to loss.
- Hanson Aggregates of Arizona, Inc. is not responsible for damage to tools, vehicles, or equipment on the job-site.
- Hanson Aggregates of Arizona, Inc. is not responsible for damage inside the curb line. Owners or buyers are responsible for providing safe and reasonable access to locations where concrete is to be deposited.
- All materials are subject to availability and may be allocated or not available if shortages develop, Inclement weather, or acts of God occur.
- There is a required 3 yard minimum load size for all deliveries of high-performance concrete (strengths in excess of 6000 PSI or any content above 6), lightweight concrete, or color concrete.
- Customer shall provide an authorized person to sign each delivery ticket.
- Customer is responsible for providing a contained area for the ready mix truck wash out and to properly dispose of the wastewater.
- Customer is responsible for a safe work environment.
26 March 2018

- All claims regarding delivery or product quality must be submitted in writing within 45 days from the date of service. Claims over 45 days will not be reviewed by Seller.
- Discount 1½ 15th prox, 3½ 30th prox.
- Short Load Charges: if applies 1yd - $240.00 2yd - $210.00 3yd - $180.00 4yd - $150.00 5yd - $120.00 6yd - $90.00 7yd - $60.00 8yd - $30.00
- This Quote is valid for 60 days following the quote date listed above.

NOTES AND COMMENTS

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

Exclusive Warranty and Remedy: Seller warrants that the product sold hereunder will perform to the applicable specifications set forth on the face hereof. EXCEPT FOR SUCH EXPRESS WARRANTY, SELLER MAKE NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, AND ALL OTHER WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. Buyer’s sole and exclusive remedy for any defective or non-conforming product shall be, in the Seller’s sole determination, (1) the repair or replacement by Seller of the defective product or (2) the refund of the price paid for such product. Seller’s liability hereunder shall in no event exceed the amount paid for the product sold hereunder and SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES.
Job Information Work Sheet

Hanson Aggregates LLC

Lehigh Hanson Customer: ACHEN - GARDNER CONSTRUCTION, LLC.

Contact Code Person: DANA RATKOVICH E-Mail: 

Phone Number: Fax: 

Acct No: 1404656 Date: S/O#: 

Project Name: TEMPE SEWER CAPACITY IMPROVEMENT 

Address: 21ST HARDY TO WILSON, 23 PRIEST TO HARDY HARDY BTWN 23RD ST & BROADWAY 

City: TEMPE State: AZ ZipCode: 

Job Number/PO#: 66523/ 

Project Type: Private [] Public [] State/Local [] Federal [] Residential [] Bond Job [] 

Start Date: 

Est. Amount: $ 

Owner Name: 

Owner Address: 

Lender/Bonding Co.: 

Address: 

Loan OR Bond #: 

Gen./Direct Contractor: 

Address: 

Phone Number: 

Please fill out ALL HIGHLIGHTED information for this job ☑ 

MUST BE RETURNED TO HANSON IN ORDER FOR MATERIAL TO BE SHIPPED

26 March 2018
Ready-Mix  
Telephone: (602) 817-6945  
Fax: (602) 817-6939

Customer: ACHEN GARDNER CONSTRUCTION LLC  
Attention: ____________________________  
Name:  
Project Name:  
Project: 21ST ST & HARDY DR  
Address:  
Office Phone: ____________________________  
Fax: ____________________________  
Email: ____________________________  

Date: 04/02/2019  
Saves: SAWYER ZUBER  
Cell #: (480) 787-1266  
Email: szuber@calportland.com  
Quote #: 97226

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<th>Description</th>
<th>Unit Price</th>
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<td>616-00 PHCLSM: 0.5% MK ABG BLURRY (PHCLSM-192)</td>
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Fly ash and lightweight moss subject to daily availability. All aggregates meet ASTM C 33.

Comments: PRICE EXPIRES 05/04/18

CalPortland warrants that the concrete as delivered to this project will meet or exceed the design strength specified on the delivery ticket when evaluated in accordance with applicable ACI and ASTM standards. CalPortland does not provide Contractor Quality Control. CalPortland guarantees ticketed mix designs of less than 5,000psi for load of three years or more. Mix strength for loads less than three years is not guaranteed. Ticketed mix designs of 5,000psi or greater require a four-year minimum. Three-year minimum for all colored concrete. Concrete is a natural product. Seller cannot be responsible for variations in color, surface discoloration, popouts or variations in the finished product caused by finishing techniques or job site conditions. Due to potential reactive aggregate in Arizona, CalPortland recommends the use of a Class F Fly Ash to mitigate Alkali Silica Reactivity (ASR). Purchaser shall assume the liability for the use of a cement-only mix.

CalPortland reserves the right to postpone or cancel any quotes, current jobs or accepted deliveries if unable to perform due to raw material shortages, allocations or government regulations. Prices subject to change due to drastic cost changes of the major components of concrete or surcharges.

Concrete is batched and delivered at current ambient temperatures. Buyer is responsible for temperature controlled concrete (Ice/Temperature Water). Prices for temperature controlled concrete are available upon request.

Contractor is responsible for providing safe access to the point of delivery. CalPortland accepts no responsibility for damages to the premises beyond the curb line.

Customer shall provide and assume responsibility for an area or container for clean-out of the concrete truck chute. Additional cost added by Buyer on-site subject to wash out fees.

Cancellations required 15 minutes prior to scheduled delivery. All products quoted per Buyer request. Additional products or services ordered are subject to applicable charges.

Standard Operating Hours: Loads batched outside Standard Operating Hours subject to applicable charges.

Standing Time: 5:00AM – 3:00PM  
Minimum Load Charge: One Minimum Load Charge waived on orders of 1 full load or more.

Excessive Trucking Fee: All invoiced due and payable within 30 days of the original billing date. A Finance Charge of 1.5% per month on a prorated portion thereof (12% Annual Percentage Rate) will be charged upon all balances not paid within 30 days or first appearance on a Statement.

General Terms & Conditions of Sale: CalPortland Co. Terms and Conditions are applicable and included as page two of this quote. If you did not receive a copy, please contact CalPortland Sales Department at (602) 817-6950.  
Acceptance: For this job quotation to be effective, written acceptance must be received no later than 30 days after quote date.
## Ready Mix Terms and Conditions

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<tr>
<td>Ice</td>
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<td>Non-Chloride Accelerator</td>
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<td>Recover Set Delay Admixture</td>
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<td>Micro Fiber</td>
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<tr>
<td>Macro Fiber</td>
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<td>Standard Liquid Color</td>
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<tr>
<td>Minimum Load</td>
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<td>Plant Opening Charge</td>
<td>$250.00 per hour/4 hour minimum.</td>
</tr>
<tr>
<td>Saturday Service</td>
<td>$5.00 per cubic yard</td>
</tr>
<tr>
<td></td>
<td>Saturday operating hours 5:00am - 12:00pm</td>
</tr>
<tr>
<td></td>
<td>Loads delivered outside of operating hours subject to additional charges</td>
</tr>
<tr>
<td>Sunday/Holiday Opening</td>
<td>$500.00 per hour/4 hour minimum.</td>
</tr>
<tr>
<td>Split Load Charges</td>
<td>$250.00 per load</td>
</tr>
<tr>
<td>Cancellation Charges</td>
<td>$10.00 per cubic yard</td>
</tr>
<tr>
<td></td>
<td>- All orders greater than 80 cubic yards cancelled within 24 hours of scheduled delivery</td>
</tr>
<tr>
<td></td>
<td>$10.00 per cubic yard (with a minimum of $250.00)</td>
</tr>
<tr>
<td></td>
<td>- All orders with scheduled delivery between the hours of 6:00pm - 4:00am cancelled within 24 hours of scheduled delivery</td>
</tr>
</tbody>
</table>

**Special Provisions:**

---

Page 2 | 2

BJS
**QUOTATION**

Contractor: Achen Gardner  
Quotation Date: 4/2/2019  
Address: 550 S 79th St  
Quotation No: 4021901  
City/State/Zip: Chandler, AZ 85226  
Prices Expire: 31-Dec-19  
Contact: Dana R  
Sales Contact: Tyler Armstrong

**Project Name:** Tempe Sewer Capacity Improvements  
& Address: 21st St from Hardy Dr to Wilson St, 23rd St from Priest Dr to Hardy Dr to Broadway, Tempe, AZ

<table>
<thead>
<tr>
<th>Mix Code</th>
<th>Qty</th>
<th>Material Description</th>
<th>Price</th>
<th>Unit</th>
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<tr>
<td>0.55108</td>
<td>818</td>
<td>1/2 Sack CLSM</td>
<td>$86.00</td>
<td>CY</td>
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<tr>
<td>301111</td>
<td>17</td>
<td>MAG A</td>
<td>$97.00</td>
<td>CY</td>
</tr>
<tr>
<td>251112</td>
<td>14</td>
<td>MAG B</td>
<td>$94.00</td>
<td>CY</td>
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<tr>
<td>203107</td>
<td>20</td>
<td>2000 Grout 3/8&quot;</td>
<td>$108.00</td>
<td>CY</td>
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</table>

* Color & Fiber also available for any project

**RETARDER** | **ACCELERATOR** | **SHORT LOAD** | **MISC. CHARGES**
---|---|---|---
Cold Water $1/CY | Hot Water $1/CY | 3.5 to 5.5 Yards + $176 | Environmental Fee / Truck $10.00
Summer - 1 $1.75 | Winter - 1 $3.00 | 1 to 3 Yards + $200 | Saturday / Yard $5.00
Summer - 2 $3.50 | Winter - 2 $5.00 | | Color Washout / Load $50.00
Summer - 3 $5.00 | Winter - 2.5 $6.00 | | Standby Past 6 min per CY $1.50
Summer - 4 $6.00 | Winter - 3 $7.00 | | |

Quote must be accepted within 30 days. Upon acceptance, notify Metro Mix sales so prices can be added to billing system and submittals triggered. Seller reserves the right to increase quote prices to reflect sudden rises or shortages of raw materials, fuel or other cost increases incurred by seller. Prices are based on approved account status and payment as agreed. Metro Mix guarantees its products to make strength in 28 days as delivered. Stumps are achieved with chemicals which will not limit strength. Buyer should order the stump desired. Water added at jobsite by buyer's crews voids the strength guarantee. Metro Mix cannot guarantee concrete placement or workmanship, weather, wind, atmospheric conditions or stale product due to jobsite delay.

If you have questions, call me direct at 480-648-7702

Sincerely,

Tyler Armstrong

Sales

Contractor Acceptance:

Signature
Date

Printed Name and Title
**Bill-To**

- **ACCT#**: 3033003
- **CUSTOMER**: ACHEN-GARDNER CONSTRUCTION LLC
- **CONTACT**: DANA RATKOVICH
- **CELL**: 602-376-0871
- **OFFICE**: N/A
- **FAX**: N/A
- **EMAIL**: dratkovich@achan.com

**Ship-To**

- **PROJECT**: PLAN B PH 1: TEMPE SEWER CAPACITY
- **ADDRESS**: HARDY DRIVE & 23RD ST
- **CITY/STATE/ZIP**: TEMPE AZ 85280

---

**Quotation 9002449300**

**Customer Service:**
- Aggregates: 602-416-2558
- Ready-Mix: 602-416-2552
- Toll Free: 877-299-7788

---

**Quote Acceptance By**: 05/10/2019

---

**Note:**

- READY MIX QTY: PRICE EXPIRES: 9-30-19 // ESCALATION STARTS: 10-1-19 ADD: $5.50 PER / CYD THRU 3-31-20 // SEE FOLLOWING PAGES FOR POSSIBLE FEES.

---

**Quoted Delivery Terms**

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<tr>
<th>Part</th>
<th>Material</th>
<th>Description</th>
<th>Plant</th>
<th>Truck</th>
<th>Qty</th>
<th>UOM</th>
<th>Tot $/Unit</th>
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<td>133271</td>
<td>PHCLRM 1#5 0.5% MAG BEC238</td>
<td>Readymix - 18th Ave RM</td>
<td>1688 YD³</td>
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<td>MAG A 3000 20% ASH STANDARD</td>
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<td>10 YD³</td>
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<td>92.00</td>
<td></td>
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</table>
# Quotation 9002449300

## Arizona Regional Office
555 E Van Buren Street, Suite 155
Phoenix, AZ 85008

## Aggregation Additional Fees

<table>
<thead>
<tr>
<th>Fee Description</th>
<th>Charge</th>
<th>UOM</th>
<th>Comment</th>
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<tbody>
<tr>
<td>Environmental Compliance Fee</td>
<td>$5.00</td>
<td>LD</td>
<td>Charged on all loads</td>
</tr>
<tr>
<td>Plant Opening</td>
<td>$500.00</td>
<td>EA</td>
<td>Weekends or Off Hours: Subject to notification</td>
</tr>
<tr>
<td>Standby Charges</td>
<td>$0.00</td>
<td>MIN</td>
<td>Subject to notification</td>
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<tr>
<td>Full Freight Recovery [&lt;22 tons]</td>
<td>$40.00</td>
<td>LD</td>
<td>* Formule Calculation: (22 - Act Freight Rate)</td>
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<tr>
<td>Re-Handling Fee</td>
<td>$40.00</td>
<td>LD</td>
<td>Unsuitable material dumped at landfill, to be retested</td>
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</table>

## Ready Mix Additional Fees

<table>
<thead>
<tr>
<th>Fee Description</th>
<th>Charge</th>
<th>UOM</th>
<th>Comment</th>
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<tr>
<td>Variable Fuel Surcharge (as of 10/14/16)</td>
<td>$25.00</td>
<td>load</td>
<td>Refer to CEMEX Phoenix Ready-Mix Fuel Surcharge Index</td>
</tr>
<tr>
<td>Environmental Compliance Fee</td>
<td>$25.00</td>
<td>load</td>
<td>Charged on all loads</td>
</tr>
<tr>
<td>Bucket Washout Fee (Reinforcement Recovery System)</td>
<td>$50.00</td>
<td>load</td>
<td>This service must be requested at time of order</td>
</tr>
<tr>
<td>Color Wash Out Fee</td>
<td>$20.00</td>
<td>load</td>
<td>Applies to all loads with colored concrete</td>
</tr>
<tr>
<td>Excessive Jobsite Time Fee</td>
<td>$2.00</td>
<td>min</td>
<td>Allow 4 min/ cy : 40 min Max / lot: Fee or removal from Jobsite</td>
</tr>
<tr>
<td>Ice</td>
<td>$0.50</td>
<td>lb</td>
<td>Upon Contractor request to aid in temperature control</td>
</tr>
</tbody>
</table>

### Rate Card

**Fee for Conventional Freight**
- **1 to 4 CY:** $175
- **5 to 8 CY:** $150
- **9 to 12 CY:** $125

### Variable Rates
- **Chilled Water:** $2.00
- **Hot Water:** $2.00
- **Summer Set 1:** $3.00
- **Summer Set 2:** $4.00
- **Winter Set 1:** $4.00
- **Winter Set 2:** $7.00
- **Winter Set 3:** $10.00
- **Winter Set 4:** $13.00

## Landfill Terms & Conditions

All loads need to be free of deleterious materials including, but not limited to the following:
- Hazardous materials
- Grease waste
- Organic material
- Floor tiles with mastic
- Concrete with mastic
- Asbestos
- Gypsum/Plasterboard
- Paper products
- Trash/Household or Commercial

*Mixed loads are defined as loads that have any combination of dirt, concrete, or asphalt mixed together in excess of acceptable ratios.*

*All loads including BCRCP pipe will also be treated as mixed loads due to the increased difficulty in the handling/recycling of this type of material.*

## Aggregate Terms & Conditions

- **Acceptance:** Quote must be accepted within 30 days. After which it is subject to confirmation by the seller.
- **Notification:** CEMEX Sales Department requires timely notification, 1-2 weeks prior to placing order.
- **Signature:** Please sign and fax to 602-532-7259
- **Fuel:** Quoted delivered prices are subject to change due to volatility of diesel fuel prices.
- **Adverse Conditions:** CEMEX reserves the right to adjust pricing and quantities on material availability and/or adverse market conditions.
- **Scope:** All quoted prices are based on total materials and are good only for the project and through the date listed above.
- **Discount:** 1% discount available on payments received on or before 15th of the month following purchase.
- **Finance Charges:** 1.5% per month or 18% per annum service charge will be added to past due balances

## Ready-Mix Terms & Conditions

- **Acceptance:** This quotation is offered for written acceptance within thirty (30) days. After which it is subject to confirmation by the seller.
Taxes: Prices are subject to applicable sales and excise tax.
Operating Hours: M-F excluding Holidays: Summer (9am-1pm); Winter (9am-3pm)
Saturday: Delivery is Available. Please contact CEMEX for additional fees, conditions, and operating hours.
Plant Opening [Off Hrs]: Sunday and off-hour opening fees will be quoted upon request.
Scheduling: To assist in planning, orders should be placed 48-72 business hrs prior to delivery
Cancellations: Fees may apply to order cancellations within 24 hours of scheduled shipment
Finance Charges: 1.5% per month or 18% per annum service charge will be added to past due balances
### Selected Vendors

**SURIN1**
- **Survey:** Survey Innovations Group Inc.
- **Contact:** Jason Segneri
- **Phone:** (480) 922-0780
- **Fax:** (480) 922-0781
- **Email:** JasonS@sigsurveyaz.com
- **Address:** 16414 N. 91st St #102
  - Suite 102
  - Scottsdale, AZ 85260
- **Notes:** SURVEY

### Quote Details

<table>
<thead>
<tr>
<th>Bid Item</th>
<th>Activity</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
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<th>Extension</th>
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<tr>
<td>230</td>
<td>2102300</td>
<td>4SURVEY SURVEY</td>
<td>1.00</td>
<td>LS</td>
<td>6,000.00</td>
<td>6,000.00</td>
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<tr>
<td>1140</td>
<td>2102300</td>
<td>4SURVEY SURVEY</td>
<td>1.00</td>
<td>LS</td>
<td>4,960.00</td>
<td>4,960.00</td>
</tr>
</tbody>
</table>

**Vendor Total:** 10,960.00
April 19th, 2019

Dana Ratkovich
Achen-Gardner, Inc.
550 South 70th St.
Chandler, AZ 85226

via email: dratkovich@achen.com

Dear Dana:

Survey Innovation Group, Inc. (SIG, INC.) proposes to provide professional land surveying services in connection with the Project known as COT – Sewer Capacity Improvements - Bluetops located in Phoenix, Arizona. CLIENT is expected to provide SIG, INC. with information as to requirements and/or any special considerations for the Project or special services needed, and also to make available all pertinent existing data, where applicable.

Services will be provided under the General Terms and Conditions attached hereto. Our services will consist of providing professional land surveying services. The Scope of Services is detailed in Exhibit “A”. We will also furnish such additional services as may be requested in writing to SIG, INC.

SIG, INC. will invoice periodically for services and reimbursable expenses based on actual work progress. The above financial arrangements are based on the prompt payment of our invoices and on the orderly and continuous progress of the Project.

If this agreement meets with your satisfaction, please sign and return as our Notice to Proceed.

Sincerely,

[Signature]

Accepted for CLIENT,

[Signature]

Randall R. Hager, RLS
Construction Manager
rangehager@siggroup.com
Exhibit "A"

Scope of Services

Control
- Verify existing horizontal and vertical control and establish new control for site staking.
- Asbuilt existing manholes and water valves for future adjustments.

Subtotal: 465.00

Site Staking
- Provide subgrade bluetsops at 50 foot intervals for new pavement sections.
- Provide A/B/C blusrops at 25 foot intervals for new pavement sections.

Subtotal: $3,720.00

Calculations, Coordination and Project Management
- Onsite preconstruction meetings to coordinate field staking for synergistic operation with construction subcontractors (not to exceed one meeting). Additional meetings will be conducted on a time and materials basis per Fee Schedule.
- Point staking calculation for items contained in this proposal.
- Correspondence to client and subcontractors (i.e. cutsheets, staking progress memorandums, etc).

Subtotal: $775.00

TOTAL: $4,960.00
General Terms and Conditions for Services Rendered by Survey Innovation Group, Inc.

1. Fee Schedule as of January 1, 2019:

   PROJECT MANAGER RLS  $155.00/HR
   PROJECT MANAGER NON-RLS $120.00/HR
   SURVEY TECHNICIAN     $105.00/HR
   PROJECT COORDINATOR    $85.00/HR
   ONE MAN SURVEY CREW-GPS $125.00/HR
   TWO MAN SURVEY CREW    $155.00/HR
   THREE MAN SURVEY CREW  $200.00/HR
   DRONE AERIAL IMAGE     $550.00 Plus $25 per acre Maricopa County/$40 per acre outside Maricopa County
   DRONE TECHNICIAN       $155.00/HR

   Premium Charge: Overtime work, Saturday, Sunday, etc.: Hourly rate time multiplier of 1.50.

2. Survey Innovation Group, Inc. will NOT be open or operating during its scheduled Holidays. The Holiday schedule for 2019 is as follows:

   President's Day (Feb. 18th)    Memorial Day (May 27th)    Independence Day (July 4th)
   Labor Day (Sept. 2nd)          Thanksgiving (Nov. 28th and 29th) New Year's Day (Jan 1st, 2020)
   Christmas Eve (Dec. 24th)     Christmas Day (Dec. 25th)      

3. All required efforts outside the outlined SCOPE OF SERVICES will be provided upon the CLIENT'S request, as additional services, and will be billed at the current billing fee schedule rate.

4. In the event that a question or a claim may arise as to an error or omission in the SURVEYOR'S maps, the SURVEYOR will assume no liability for errors or omissions unless notified within 48 hours of the CLIENT'S discovery of such. If notified within 48 hours, the SURVEYOR will have the right to remedy any such errors or omissions within a reasonable and agreed upon time thereafter at no additional cost to the CLIENT. In the event that a question or a claim may arise as to an error relative to the accuracy of construction stakes, the SURVEYOR will assume no liability for errors unless all original survey stakes in question remain in place and undisturbed. Should such stakes in question not be present and verified as to their origin and original condition in the surveyor's opinion, no claim for additional compensation or correction shall be presented to the SURVEYOR.

5. CLIENT will be billed monthly, based on the percentage of work completed and/or hourly charges and reimbursable expenses. A finance charge of one and one half percent (1 1/2%) per month (18% annual Percentage rate) will be added to portions of accounts over 30 days past due and will result in immediate stoppage of all services until payment is received. The CLIENT will pay any and all charges incurred by the SURVEYOR to collect past due accounts. In the event that litigation is instituted to enforce the provisions hereof, the prevailing party shall be entitled to recover from the other party in addition to all other relief to which such prevailing party may, otherwise be entitled, all costs expenses and fees incurred by such party or parties.

6. The obligation to provide further services under this SCOPE OF SERVICES may be terminated by either party upon ten (10) days' written notice of intent to terminate. In the event of any termination, the SURVEYOR will be paid for all services rendered to the date of termination plus reimbursable expenses.

7. To the fullest extent permitted by the law, and notwithstanding any other provision to this SCOPE OF SERVICES, the total liability, in the aggregate, of the SURVEYOR and the SURVEYOR'S officers, directors, partners, employees, agents, and sub-consultants, for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to this SCOPE OF SERVICES from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty expressed or implied of the SURVEYOR, or the SURVEYOR'S officers, directors, partners, employees, agents, and sub-consultants, shall not exceed the SURVEYOR'S fee specified in the SURVEYOR'S SCOPE OF SERVICES.

8. If there are protracted delays for reasons beyond SURVEYOR's control, within the customary period of time after six (6) months, SURVEYOR's compensation shall be adjusted, taking into consideration changes in price indexes and pay scales applicable to the period when services are, in fact, being rendered.

9. Reimbursable expenses incurred in connection with all basic and additional services will be charged on the basis of cost plus 10% to the CLIENT. Reimbursable Expenses include, but are not limited to, reprographic services, deliveries, and municipality fees.

10. This Agreement is to be governed by the Laws of Arizona.

11. This Work Order is valid for 60 calendar days.
ATTACHMENT D – PRELIMINARY SCHEDULE

GMP 1 PROPOSAL (5/28/2019)

City of Tempe – Sewer Capacity Improvements 23rd Street from Priest Drive to Hardy Drive and Hardy Drive From 23rd Street to Broadway Road
COT Project Number: 3233018B/ AGC Project Number: 3778101

See Next Page, Schedule dated 5/13/19
<table>
<thead>
<tr>
<th>Activity ID</th>
<th>Activity Name</th>
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<td>04-Feb-20</td>
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<td>A1000</td>
<td>Mobilization</td>
<td>22-Jul-19</td>
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<td>A1010</td>
<td>Install Junction Structure &amp; 24&quot; Sewer at Priest Intersection</td>
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<td>Install 24&quot; Sewer on 23rd St - Priest to Hardy</td>
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<td>Install 24&quot; Sewer on Hardy</td>
<td>15-Oct-19</td>
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<td>Install 18&quot; Sewer on Hardy</td>
<td>30-Oct-19</td>
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<td>MH Removal/Bypass on Hardy</td>
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<td>Pave Full Depth from E. Side Industrial to W. Side Hardy on 23rd Street</td>
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