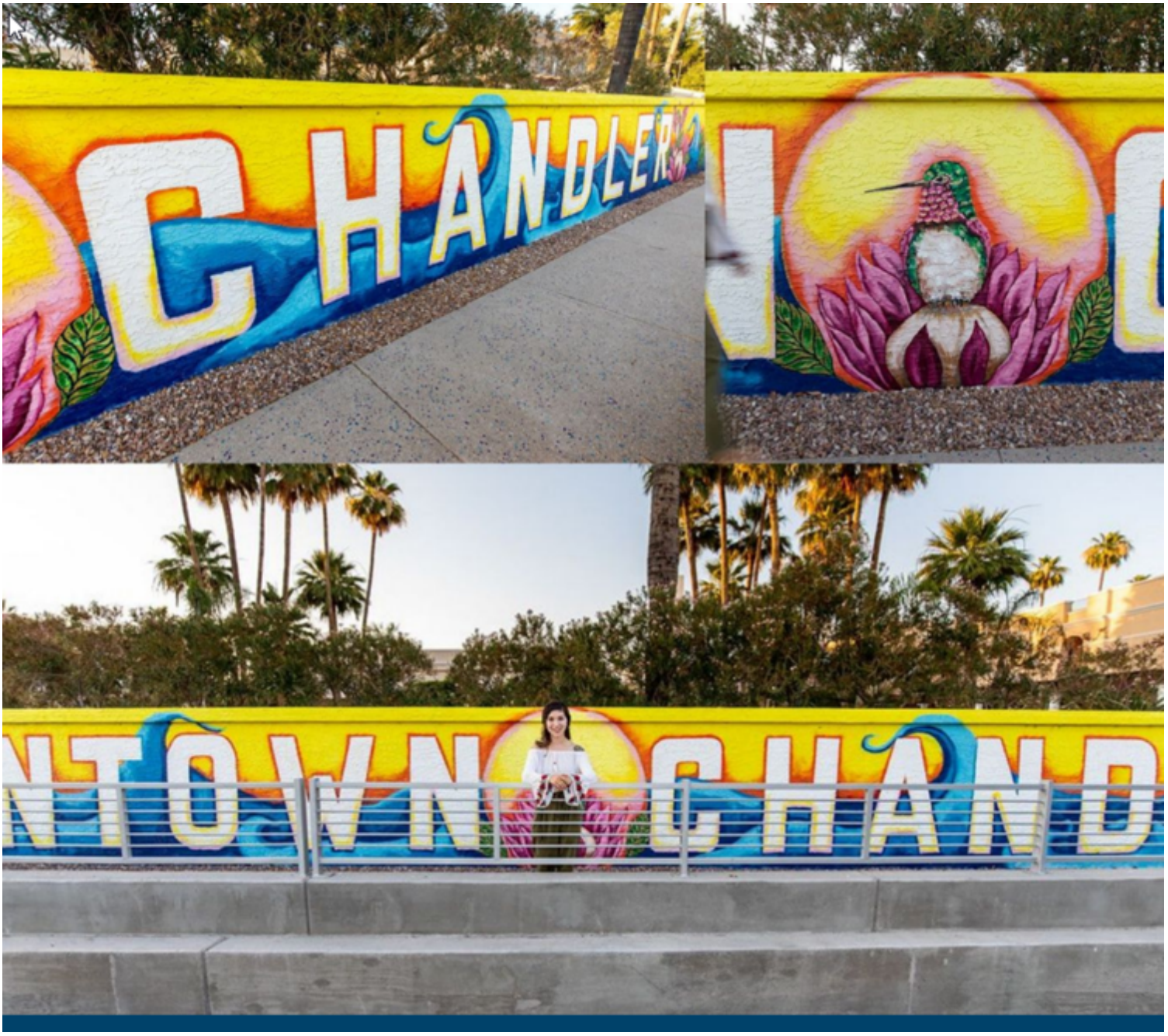


City Council Study Session

Monday, July 12, 2021
6:00 p.m.

Chandler City Council Chambers
88 E. Chicago St., Chandler, AZ

CHANDLER arizona
Community of Innovation



From left to right: Councilmember Matt Orlando, Councilmember Rene' Lopez, Vice Mayor Mark Stewart, Mayor Kevin Hartke, Councilmember OD Harris, Councilmember Christine Ellis, Councilmember Terry Roe

Our Vision

We are a world-class City that provides an exceptional quality of life.

Our Brand

A safe, diverse, equitable and inclusive community that connects people, chooses innovation and inspires excellence.

Our Goals

City Council Strategic Policy Goals

1. Being the most connected City
2. Being a leader in trust and transparency
3. Maintaining fiscal sustainability
4. Attracting a range of private sector businesses
5. Fostering a contemporary culture that embraces unity
6. Being safe and beautiful

Pursuant to Resolution No. 4464 of the City of Chandler and to A.R.S. 38-431.02, notice is hereby given to the members of the Chandler City Council and to the general public that the Chandler City Council will hold a STUDY SESSION open to the public on Monday, July 12, 2021, immediately following the Regular Meeting, which begins at 6:00 p.m., in the Chandler City Council Chambers, 88 E. Chicago Street, Chandler, Arizona. One or more members of the Chandler City Council may attend this meeting by telephone.

Persons with disabilities may request a reasonable modification or communication aids and services by contacting the City Clerk's office at 480-782-2181 (711 via AZRS). Please make requests in advance as it affords the City time to accommodate the request.

Agendas are available in the Office of the City Clerk, 175 S. Arizona Avenue.



Study Session Agenda

City Council Strategic Framework Focus Areas: Legend

Economic Vitality | Mobility | Quality of Life

Innovation and Technology | Neighborhoods | General Governance

Call to Order

Roll Call

Scheduled Public Appearances

1. Service Recognitions

2. Proclamation - Parks and Recreation Month

Consent Agenda

Items listed on the Consent Agenda may be enacted by one motion and one vote. If a discussion is required by members of the governing body, the item will be removed from the Consent Agenda for discussion and determination will be made if the item will be considered separately.



City Clerk

1. **Board and Commission Appointments**
   Move City Council approve the Board and Commission appointments as recommended.

   Council Focus Area(s):



City Manager

2. **Construction Contract No. ST2016.401 with TSG Constructors, LLC, for Park and Ride Shade Canopies Phase II**

   Move City Council award Contract No. ST2016.401 to TSG Constructors, LLC, for Park and Ride Shade Canopies Phase II, in an amount not to exceed $230,000.

   Council Focus Area(s):






Communications and Public Affairs

3. **Agreement with Courier Graphics Corporation for Overflow Photo Copying and Printing Services**

   Move City Council approve Agreement No. CP2-966-4331, with Courier Graphics Corporation, for overflow photo copying and printing services, in an amount not to exceed $95,000, for the period of one year, August 1, 2021 through July 31, 2022, with the option of up to four additional one-year extensions.

   Council Focus Area(s):

4. **Purchase of Quadient DS-200i Folder Inserter**

   Move City Council approve the purchase of a DS-200i Folder Inserter from Quadient, Inc., utilizing the State of Arizona Contract No. ADSPO16-169901, in the amount of $65,876.00, and authorize the City Manager or designee to sign a linking agreement with Quadient, Inc.

   Council Focus Area(s):





Community Services

5. **Agreement No. CS1-967-4327, with Nutrien Ag Solutions, Inc.; SiteOne Landscape Supply, Inc.; and Rentokil North America, Inc., dba Target Specialty Products; for Fertilizers, Herbicides, and Pesticides**

   Move City Council approve Agreement No. CS1-967-4327, with Nutrien Ag Solutions, Inc.; SiteOne Landscape Supply, Inc.; and Rentokil North America, Inc., dba Target Specialty Products; for fertilizers, herbicides, and pesticides, in a combined amount not to exceed $289,000, for a one-year term, August 1, 2021, through July 31, 2022, with the option of up to four additional one-year extensions.

   Council Focus Area(s):





Cultural Development

6. **Agreement No. CM1-918-4296, for the Downtown Pedestrian and Wayfinding Plan**

   Move City Council approve Agreement No. CM1-918-4296, with J2 Engineering and Environmental Design, for the downtown pedestrian and wayfinding plan, in the amount of $65,000.

   Council Focus Area(s):



Development Services

7. **Use Permit, PLH20-0057, The Oasis/El Oasis**

   Move City Council approve Use Permit, PLH20-0057, The Oasis/El Oasis, located at 482 E. Erie Street, approximately one quarter of a mile north of the northwest corner of Chandler Boulevard and Hamilton Street, subject to the conditions recommended by Planning and Zoning Commission.

   Council Focus Area(s):

8. **Preliminary Development Plan, PLH21-0009, Phoenician Medical Center (Staff Requests Continuance to the September 23, 2021, City Council Meeting.)**

   Move City Council continue PLH21-0009, Phoenician Medical Center, located approximately one quarter of a mile north of the northeast corner of Ray and Alma School roads, to the September 23, 2021, City Council Meeting, as recommended by Planning and Zoning Commission.

   Council Focus Area(s):



Economic Development

9. **Greater Phoenix Economic Council (GPEC) Agreement for Fiscal Year 2021-22**

   Move City Council approve the Fiscal Year (FY) 2021-22 agreement with the Greater Phoenix Economic Council (GPEC) for regional economic development services, in the amount of $133,204, for the period of July 1, 2021, through June 30, 2022.

Council Focus Area(s):

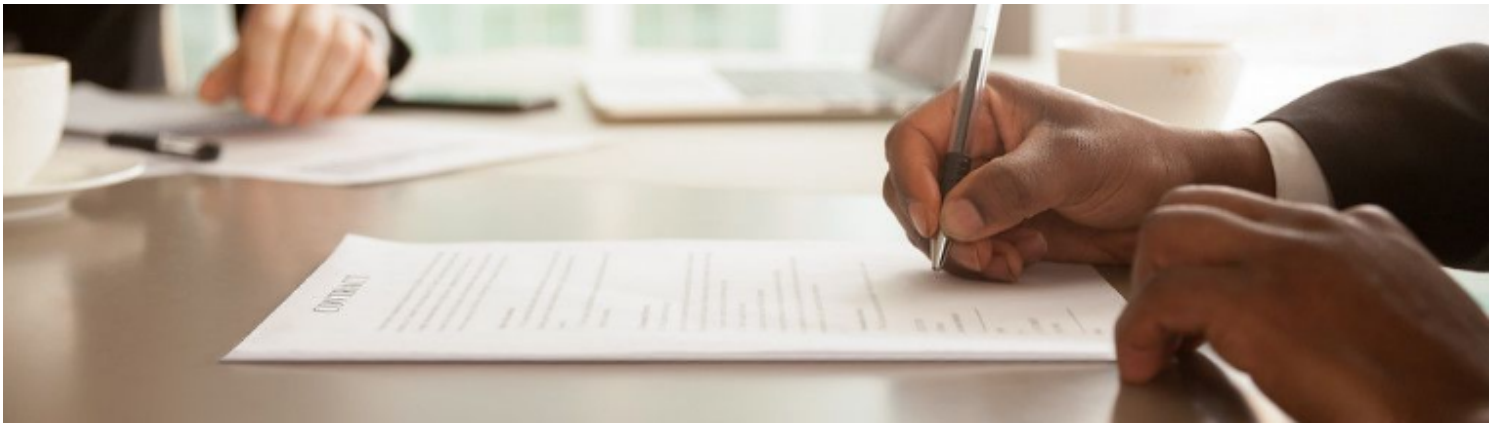


Information Technology

10. **Purchase of SolarWinds Software Annual Maintenance**

    Move City Council approve the purchase of SolarWinds software annual maintenance, from SHI International, utilizing the Omnia Partners Contract No. 2018011-02, in the amount of $73,658.

    Council Focus Area(s):



Management Services

11. **Agreement No. MS8-946-3817, Amendment No. 3, for Lockbox Services**

    Move City Council approve Agreement No. MS8-946-3817, Amendment No. 3, with JPMorgan Chase Bank, N.A., for lockbox services, in the amount of $68,500, for the period of August 1, 2021, through July 31, 2022.

    Council Focus Area(s):

12. **License Series 10, Beer and Wine Store Liquor License Application for ARC Projects, LLC, DBA Kwik Mart.**

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 150386, a Series 10, Beer and Wine Store, for Claudia Patricia Lazo, Agent, ARC Projects, LLC, DBA Kwik Mart, located at 600 W. Galveston Street, and approval of the City of Chandler, Series 10, Beer and Wine Store Liquor License No. 301112.

Council Focus Area(s): 

13. **New License Series 10, Beer and Wine Store Liquor License Application for Burst Of Butterflies Art Studio, LLC, DBA Next Door Novelties**

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 151408, a Series 10, Beer and Wine Store Liquor License, for Jeffrey Craig Miller, Agent, Burst Of Butterflies Art Studio, LLC, DBA Next Door Novelties, located at 135 W. Boston Street, and approval of the City of Chandler, Series 10, Beer and Wine Store Liquor License No. 301171.

Council Focus Area(s): 

14. **License Series 12, Restaurant Liquor License Application for Ocotillo Four Investments, LLC, DBA Manuel's Mexican Food Restaurant Ocotillo**

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 151456, a Series 12, Restaurant Liquor License, for David Anthony Salazar, Agent, Ocotillo Four Investments, LLC, DBA Manuel's Mexican Food Restaurant Ocotillo, located at 4210 S. Arizona Avenue, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 301088.

Council Focus Area(s): 

15. **New License Series 12, Restaurant Liquor License Application for Cooper's Hawk Scottsdale, LLC, DBA Cooper's Hawk Winery & Restaurant**

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No 151129, a Series 12, Restaurant Liquor License, for Jeffrey Craig Miller, Agent, Cooper's Hawk Scottsdale, LLC, DBA Cooper's Hawk Winery & Restaurant, located at 3325 W. Chandler Boulevard, and approval of the City of Chandler Series 12, Restaurant Liquor License No. 301185.

Council Focus Area(s): 

16. **New License Series 7, Beer and Wine Bar Liquor License Application for Cooper's Hawk Scottsdale, LLC, DBA Cooper's Hawk Winery & Restaurant**

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 151130, a Series 7, Beer and Wine Bar Liquor License, for Jeffrey Craig Miller, Agent, Cooper's Hawk Scottsdale, LLC, DBA Cooper's Hawk Winery & Restaurant, located at 3325 W. Chandler Boulevard, and approval of the City of Chandler Series 7, Beer and Wine Bar Liquor License No. 301185.

Council Focus Area(s): 

17. **License Series 9, Liquor Store Liquor License Application for Circle K Stores, Inc., DBA Circle K Store #6651**

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 09070200, a Series 9, Liquor Store Liquor License, for Kim Kenneth Kwiatkowski, Agent, Circle K Stores, Inc., DBA Circle K Store #6651. This license application reflects a change in liquor license series from a Series 10, Beer & Wine Store Liquor License to a Series 9, Liquor Store Liquor License, located at 1010 E. Chandler Boulevard, and approval of the City of Chandler, Series 9, Liquor Store Liquor License No. 52488.

Council Focus Area(s):

18. **Claims Report for the Quarter Ended June 30, 2021**

Move to accept the claims report for the quarter ending June 30, 2021.

Council Focus Area(s):



Mayor and Council

19. **Appointment of City Magistrate and Employee Agreement**

Move City Council appoint Michelle Lue Sang as City Magistrate and approve an Employment Agreement for the term of August 2, 2021, through August 1, 2023, with an annual base salary of $170,881.08 for the first year, and $176,007.51 for the second year.



Neighborhood Resources

20. **Resolution No. 5497, Amending the Program Year 2019-2020 Annual Action Plan and Submitting Substantial Amendment #2 to the United States Department of Housing and Urban Development for its Consideration in Order to Receive Funding Under the Coronavirus Aid, Relief, and Economic Security Act**

Move for City Council to pass and adopt Resolution No. 5497, amending the Program Year (PY) 2019-2020 Annual Action Plan and submitting Substantial Amendment #2 to the United States Department of Housing and Urban Development (HUD) for its consideration in order to receive funding under the Coronavirus Aid, Relief, and Economic Security (CARES) Act; and approving and authorizing the Acting City Manager or his designee to submit Substantial Amendment #2 to HUD, allocate Community Development Block Grant Coronavirus Funds - Tranche 3 (CDBG-CV3) to prevent, prepare for, and respond to the Coronavirus, and execute all sub-recipient contracts.

Council Focus Area(s): 

21. **Resolution No. 5498, Authorizing an Amendment to the Agreement for Services Among Maricopa County Administered by its Human Services Department, Affordable Rental Movement (A.R.M.) of Save the Family Foundation of Arizona, a Community Housing Development Organization (CHDO) and the City of Chandler, for the Acquisition and Rehabilitation of One (1) Single-Family Home in Chandler That Will be Leased to Eligible Low-Income Individuals and Families Using Program Year 2020–2021 HOME Investment Partnerships (HOME) CHDO Funds**

Move City Council pass and adopt Resolution No. 5498, authorizing an amendment to the Agreement for services among Maricopa County administered by its Human Services Department, Affordable Rental Movement (A.R.M.) of Save the Family Foundation of Arizona, a Community Housing Development Organization (CHDO) and the City of Chandler, for the acquisition and rehabilitation of one (1) single-family home in Chandler that will be leased to eligible low-income individuals and families using Program Year 2020–2021 HOME Investment Partnerships (HOME) CHDO funds in the amount of $208,913; and authorizing the Acting City Manager or his designee to sign the amendment and all related documents on behalf of the City of Chandler.

Council Focus Area(s): 

22. **Resolution No. 5499, Approving an Intergovernmental Agreement (IGA) Between Maricopa County Administered by its Human Services Department, Newtown Community Development Corporation, a Community Housing Development Organization (CHDO) and the City of Chandler, for the Acquisition and Rehabilitation of Two (2) Single-Family Homes in Chandler to Create Homeownership Opportunities for Eligible Low-Income Households Using Program Year 2020–2021 HOME Investment Partnerships (HOME) CHDO Funds**

Move City Council pass and adopt Resolution No. 5499, approving an Intergovernmental Agreement (IGA) between Maricopa County administered by its Human Services Department, Newtown Community Development Corporation, a Community Housing Development Organization (CHDO) and the City of Chandler, for the acquisition and rehabilitation of two (2) single-family homes in Chandler to create homeownership opportunities for eligible low-income households using Program Year 2020–2021 HOME Investment Partnerships (HOME) CHDO funds in the amount of $212,987; and authorizing the Acting City Manager or his designee to sign the agreement and all related documents on behalf of the City of Chandler.

Council Focus Area(s): 



Public Works and Utilities

23. **Agreement No. SW0-910-4176, Amendment No. 1, with Allied Waste Transportation, Inc., dba Republic Services, Inc., for City Facilities Refuse Collection**

Move City Council approve Agreement No. SW0-910-4176, Amendment No. 1, with Allied Waste Transportation, Inc., dba Republic Services, Inc., for City Facilities Refuse Collection, in an amount not to exceed $87,495.42, for a one-year period, August 1, 2021, through July 31, 2022.

Council Focus Area(s):

24. **Purchase of Variable Frequency Drive Replacement and Installation Services**

Move City Council approve the purchase of variable frequency drive replacement and installation services from Keller Electrical Industries, Inc., utilizing the City of Mesa Contract No. 2020112, in an amount not to exceed $375,000, and authorize the City Manager or designee to sign a linking agreement with Keller Electrical Industries, Inc.

Council Focus Area(s):

25. **Construction Contract No. WA1912.401, with Haydon Companies, LLC, for the Water Main Replacements**

Move City Council award Construction Contract No. WA1912.401 to Haydon Companies, LLC, for the Water Main Replacements, in an amount not to exceed $6,442,188.

Council Focus Area(s):

26. **Professional Services Agreement No. WA1912.271, with GHD, Inc., for the Water Main Replacements Post Design Services**

Move City Council award Professional Services Agreement No. WA1912.271 to GHD, Inc., for the Water Main Replacements Post Design Services, in an amount not to exceed $103,553.

Council Focus Area(s):

27. **Professional Services Agreement No. WA1912.451, with Entellus, Inc., for the Water Main Replacements Construction Management Services**

Move City Council award Professional Services Agreement No. WA1912.451, to Entellus, Inc., for the Water Main Replacements Construction Management Services, in an amount not to exceed $688,415.17.

Council Focus Area(s): 

28. **Pre-Construction Services Construction Manager at Risk Contract No. WW1901.252, with McCarthy Building Companies, Inc., for the Reclaimed Water Interconnect Facility**

Move City Council award Pre-Construction Services Construction Manager at Risk Contract No. WW1901.252, to McCarthy Building Companies, Inc., for the Reclaimed Water Interconnect Facility, in an amount not to exceed $274,521.

Council Focus Area(s): 

29. **Professional Services Agreement No. WW1901.452, with Wilson Engineers, LLC, for the Water Reclamation Facility Improvements Construction Management Services**

Move City Council award Professional Services Agreement No. WW1901.452, to Wilson Engineers, LLC, for the Water Reclamation Facility Improvements Construction Management Services, in an amount not to exceed $4,776,670.

Council Focus Area(s): 

30. **Construction Manager at Risk Contract No. WW1901.401, Change Order No. 1, GMP-2, with McCarthy Building Companies, Inc., for the Water Reclamation Facility Improvements**

Move City Council award Construction Manager at Risk Contract No. WW1901.401, Change Order No. 1, GMP-2, to McCarthy Building Companies, Inc., for the Water Reclamation Facility Improvements, in an amount not to exceed $38,552,248.

Council Focus Area(s): 

31. **Project Agreement No. WW2001.401, with PCL Construction, Pursuant to Job Order Contract No. JOC1915.401, for the Ocotillo Brine Reduction Facility Polymer Storage Buildings**

Move City Council award Project Agreement No. WW2001.401, to PCL Construction, Pursuant to Job Order Contract No. JOC1915.401, for the Ocotillo Brine Reduction Facility Polymer Storage Buildings, in an amount not to exceed $1,088,440.13.

Council Focus Area(s): 

32. **Professional Services Agreement No. WW2001.451, with Hazen and Sawyer, P.C., for the Ocotillo Brine Reduction Facility Polymer Storage Buildings Construction Management Services**

Move City Council award Professional Services Agreement No. WW2001.451 to Hazen and Sawyer, P.C., for the Ocotillo Brine Reduction Facility Polymer Storage Buildings Construction Management Services, in an amount not to exceed $86,270.

Council Focus Area(s): 

33. **Professional Services Agreement No. WA2103.201, with Jacobs Engineering Group, Inc., for the Pecos Surface Water Treatment Plant SCADA Upgrade Design Services**

Move City Council award Professional Services Agreement No. WA2103.201, to Jacobs Engineering Group, Inc., for the Pecos Surface Water Treatment Plant SCADA Upgrade Design Services, in an amount not to exceed $4,142,272.

Council Focus Area(s): 

34. **Construction Manager at Risk Contract No. WA2008.401 GMP1, with Achen-Gardner Construction, LLC, for the Loop 101 and 202 Freeway Waterline Rehabilitation**

Move City Council award Construction Manager at Risk Contract No. WA2008.401 GMP1, to Achen Gardner Construction, LLC, for the Loop 101 and 202 Freeway Waterline Rehabilitation, in an amount not to exceed $2,333,877.75.

Council Focus Area(s): 

35. **Agreement No. PW1-745-4336, with Vincon Engineering Construction, LLC, for Right-of-Way Repairs**

Move City Council approve Agreement No. PW1-745-4336, with Vincon Engineering Construction, LLC, for right-of-way repairs, in an amount not to exceed $120,000, for a one-year period, August 1, 2021, through July 31, 2022, with the option of up to four (4) additional one-year extensions.

Council Focus Area(s): 

Public Hearing

36. **Annexation Public Hearing, Approximately 3.8 Acres located West of the Southwest corner of Willis and McQueen roads**

1. Open Public Hearing
2. Staff Presentation
3. Council Discussion
4. Discussion from the Audience
5. Close Public Hearing

Council Focus Area(s): 

Informational

37. **Study Session and Regular Minutes of June 2, 2021, Planning and Zoning Commission**

Council Focus Area(s): 

38. **Special Event Liquor Licenses and Temporary and Permanent Extensions of Liquor License Premises Administratively Approved.**

Council Focus Area(s): 

Adjourn

ITEM 1

CHANDLER arizona
Community of Innovation

City Council Memorandum **City Clerk's Office** **Memo No.** 21-015

Date:	July 12, 2021
To:	Vice Mayor and City Council
From:	Mayor Kevin Hartke
Subject:	Board and Commission Appointments

Proposed Motion:
Move City Council approve the Board and Commission appointments as recommended.

Cultural Foundation Board
Appoint Erika Castro
Appoint Jennifer Sanchez

Domestic Violence Commission
Appoint Aleshia Fessel, Primary for Community Legal Services

CHANDLER arizona
Community of Innovation

City Council Memorandum **Government Relations & Transportation Policy** **Memo No.** CP21-129

Date: July 12, 2021
To: Mayor and Council
Thru: Joshua H. Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
Ryan Peters, Government Relations & Policy Manager
Andrew Goh, Capital Projects Manager
From: Hafiz Noor, Engineering Project Manager
Subject: Construction Contract No. ST2016.401 with TSG Constructors, LLC, for Park and Ride Shade Canopies Phase II

Proposed Motion:

Move City Council award Contract No. ST2016.401 to TSG Constructors, LLC, for Park and Ride Shade Canopies Phase II, in an amount not to exceed $230,000.

Background/Discussion:

The Chandler Park & Ride facility, located on the southwest corner of Germann Road and Hamilton Street, was originally built in 2008. By 2019, up to 350 cars were parked at the Park and Ride each weekday, with the facility also providing overflow parking for weekend events at Tumbleweed Park. The usage of the Park and Ride facility has grown steadily over time, reaching capacity levels as high as 89% in 2019. Phase I of Shade Canopy improvements for two new canopy structures covering 36 parking spaces was completed in 2019.

This project, for Phase II of Shade Canopies improvements, consists of installing two additional parking shade canopy structures with LED lighting at the southern end of the Park and Ride facility to match the design of the existing canopies. The new canopies will cover an additional 40 spaces, increasing the total amount of covered spaces at the Park and Ride to 256. Solar panels were evaluated for this project, but were ultimately not included because the existing shade canopies do not have solar and adding solar to such a small segment of the facility would increase the project cost. Further conversations with Salt River Project (SRP), the electrical provider for the facility, revealed the amount of solar generated by the panels would provide more power than the Park and Ride facility could use, resulting in a project cost that would outweigh available benefit. However, improvements will include installation of an Electric Vehicle Charging (EVC) Dual Charging station to promote alternative fuel vehicles.

The contract completion time is 120 calendar days following Notice to Proceed.

Evaluation:

One (1) bid was opened on May 18, 2021. The bid results were as follows:

Contractor	Base Bid	Alternate 1	Total
TSG Constructors, LLC	$227,000	$3,000	$230,000

Fiscal Impact

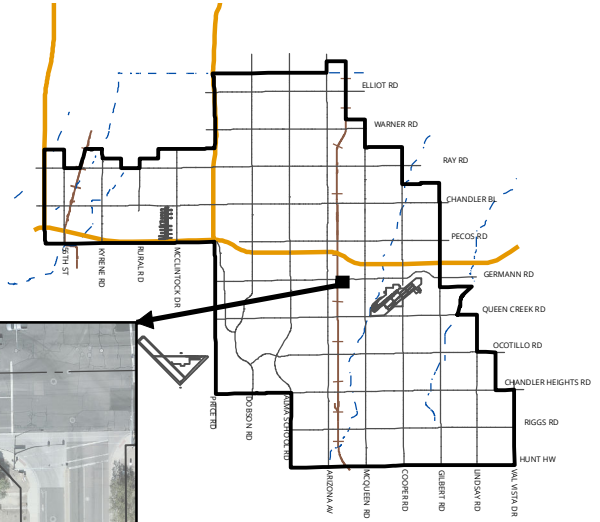
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
216.3310.6715.6ST015	Local Transportation Assist Fund	Bus Pullouts & Bus Stops	$230,000.00	Y

Attachments

Location Map
Contract - TSG Constructors

CHANDLER arizona

PARK AND RIDE
SHADE CANOPIES PHASE II
PROJECT NO. ST2016.401





MEMO NO. CP21-129

PROJECT SITE

NTS

ChanGIS

F:\ENGINEER\GENSERV_ArcMap_Shared\Map Requests\Capital Projects\CP21-129 PARK AND RIDE SHADE CANOPIES PHASE II\CP21-129.mxd 3/23/2021 MARICELAH

CITY OF CHANDLER, ARIZONA
PUBLIC WORKS & UTILITIES DEPARTMENT
CAPITAL PROJECTS DIVISION

CONSTRUCTION CONTRACT

PARK AND RIDE SHADE CANOPIES PHASE II

CITY PROJECT NO.: ST2016.401

MAYOR
Kevin Hartke

VICE MAYOR
Mark Stewart

COUNCIL
Matt Orlando OD Harris
Christine Ellis René Lopez Terry Roe

_____

Andrew Goh, P.E.
CIP City Engineer

CITY OF CHANDLER, ARIZONA

PARK AND RIDE SHADE CANOPIES PHASE II

CITY PROJECT NO.: ST2016.401

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EXHIBIT C – TECHNICAL SPECIFICATIONS TS-1
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CONSTRUCTION SERVICES CONTRACT
PROJECT NO.: ST2016.401

THIS CONTRACT is made and entered into on the _____ day of _____, 2021, by and between City of Chandler, an Arizona municipal corporation, hereinafter called "City" and the "Contractor" designated below (City and Contractor may individually be referred to as "Party" and collectively referred to as "Parties").

City and Contractor agree as follows:

ARTICLE 1 - PARTICIPANTS AND PROJECT

CITY:
CIP City Engineer:
Andrew Goh
Public Works & Utilities Department
P.O. Box 4008, Mail Stop 407
Chandler, AZ 85244-4008
Phone: 480-782-3343
Email: andrew.goh@chandleraz.gov

CITY:
Construction Project Manager:
Paul Ahlas
Public Works & Utilities Department
P.O. Box 4008, Mail Stop 407
Chandler, AZ 85244-4008
Phone: 480-782-3328
Email: paul.ahlas@chandleraz.gov

CONTRACTOR:
TSG Constructors, LLC
2340 W. Parkside Lane H-105, Phoenix, AZ 85027
Arizona ROC No.: ROC204114 KB-01 & ROC 291064A
Federal Tax ID No.: 90-0275459
Business Organization: limited liability company
State Where Organized: Arizona
Statutory Agent Name: Stanley S. Showalter
Statutory Agent Physical Address: 2340 W. Parkside Lane H-105, Phoenix, AZ 85027
Statutory Agent Mailing Address: 2340 W. Parkside Lane H-105, Phoenix, AZ 85027
Contractor's Authorized Project Representative:
Name: Laila Wood
Title:
Physical Address: 2340 W. Parkside Lane H-105, Phoenix, AZ 85027
Mailing Address: 2340 W. Parkside Lane H-105, Phoenix, AZ 85027
Phone: 623-742-0161
Email: l.wood@tsgconstructors.com

DESIGN PROFESSIONAL: **LEA Architects, LLC**
1730 E. Northern Ave., Ste. 110, Phoenix, AZ 85020
Statutory Agent Name:
Statutory Agent Physical Address:
Statutory Agent Mailing Address:
Design Professional's Authorized Project Representative:
Name: **Lance Enyart**
Title:
Physical Address:
Mailing Address:
Phone: **602-943-7511**
Email: **lance@lea-architects.com**

PROJECT DESCRIPTION:

Work under this contract includes: Two (2) new Parking Canopy Structures covering a total of (40) additional parking spaces (20 spaces per Shade Canopy Structure), Electric Vehicle Charging (EVC) Station (Typ. of 1 Dual Charging Station – Model CT 2021-GWI with Bollard Concrete Kit Model CT 4021-GWI)

PROJECT LOCATION:

2100 South Hamilton Street

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 CONTRACT DOCUMENTS

The Contract between City and Contractor will consist of the following Contract Documents:

1. This Construction Services Contract and all of its Exhibits, including Project Plans and Technical Specifications.
2. General Conditions and General Conditions Appendices, incorporated by reference.
3. Project Specific Special Provisions as set forth in Exhibit A, incorporated by reference.
4. Project Bid Proposal.

2.2 In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents will take precedence as described in Section 14.1.4 of the General Conditions.

2.3 DEFINITIONS

The definitions in Section 2 of the General Conditions apply to all the Contract Documents, including this Agreement.

ARTICLE 3 - CONSTRUCTION SERVICES

3.1 GENERAL

3.1.1 Scope of Work. All terms and conditions are set forth in the Contract. Any terms and conditions and exceptions noted in the Contractor's proposal or other documents do not apply unless agreed to in this Contract or an approved addendum.

3.1.2 Contractor agrees this is a Unit Price Contract. Contractor agrees at its own cost and expense, to do all Work necessary required to fully, timely and properly complete the construction of the Project in strict accordance with the Contract Documents in a good and workmanlike manner, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified, within the Contract time.

3.1.3 Contractor must provide all of the labor and materials, and perform the Work in accordance with Section 4 of the General Conditions. Some, but not all, of the major components of the Construction Services and the corresponding subsections of Section 4 of the General Conditions are set forth below.

3.1.4 At all times relevant to this Contract and performance of the Work, the Contactor must fully comply with all Laws, Regulations, or Legal Requirements applicable to City, the Project and the Contract, including, without limitation, those set forth on attached Exhibit A.

3.1.5 Contractor must perform the Work under this Contract using only those firms, team members and individuals designated by Contractor consistent with Contractor's accepted Bid, or otherwise, approved by City pursuant to the General Conditions. No other entities or individuals may be used without the prior written approval of the Project Manager.

3.1.6 Contractor must comply with all terms and conditions of the General Conditions.

3.1.7 In the event of a conflict between this Contract and the General Conditions or an exhibit hereto or appendix thereto, the terms of this Contract will control.

3.1.8 Ownership of Work Product. Notwithstanding anything to the contrary in this Contract, all Work Product prepared or otherwise created in connection with the performance of this Contract, including the Work, are to be and remain the property of City. For purposes of this provision, "Work Product" will include all designs, drawings, plans, specifications, ideas, renderings and other information or matter, in whatever form created (e.g., electronic or printed) and in all media now known or hereinafter created. All Work Product will be considered Work Made for Hire as defined in the United States Copyright Act 17 U.S.C. § 101 (Copyright Act). If for any reason, any such Work is found not to be a Work Made for Hire, Contractor hereby transfers and assigns ownership of the copyright in such Work to City. The rights in this Section are exclusive to City in perpetuity.

3.2 CONTRACTOR'S PRE-CONTRACT AND PRE-WORK DELIVERABLES

3.2.1 The Contractor must provide the Deliverables in accordance with Section 4.2 of the General Conditions.

3.3 PRE-CONSTRUCTION CONFERENCE

Contractor must attend the Pre-Construction Conference in accordance with Section 4.3 of the General Conditions.

3.4 PERFORMANCE OF THE WORK (INCLUDING FIELD MEASUREMENTS, SUBCONTRACTORS, AND SUPPLIERS)

Contractor must perform the Work in accordance with Section 4.4 of the General Conditions.

3.5 **CONTROL OF THE PROJECT SITE**

Contractor must control and maintain the Project Site in accordance with Section 4.5 of the General Conditions.

3.6 **PROJECT SAFETY**

Contractor must implement and enforce Project safety in accordance with Section 4.6 of the General Conditions.

3.7 **MATERIALS QUALITY, SUBSTITUTIONS AND SHOP DRAWINGS**

Contractor must provide materials testing and submit substitute materials and Shop Drawings in accordance with Section 4.7 of the General Conditions.

3.8 **PROJECT RECORD DOCUMENTS**

Contractor must maintain and make available the Project Record Documents in accordance with Section 4.8 of the General Conditions.

3.9 **WARRANTY AND CORRECTION OF DEFECTIVE WORK**

Contractor must provide warranties and correct defective Work in accordance with Section 4.9 of the General Conditions.

ARTICLE 4 - CITY RESPONSIBILITIES

4.1 City will have the responsibilities, and provide the information specified in, and subject to the conditions set forth in, Section 5 of the General Conditions.

ARTICLE 5 - CONTRACT TIME

5.1 **GENERAL**

5.1.1 The total Contract Duration is **120** Calendar Days (including Substantial Completion by **90** Calendars Days and Final Acceptance by **30** Calendar Days).

5.1.2 The Contract Time will start with the Notice to Proceed (NTP) and end with Final Acceptance, as set forth in Article 5.4 below.

5.1.3 The Contract Time will be as set forth in the Project Schedule. Contractor agrees that it will commence performance of the Work and complete the Project through Final Acceptance within the Contract Time.

5.1.4 Time is of the essence of this Contract for the Project, and for each phase and designated Milestone thereof.

5.1.5 Failure on the part of Contractor to adhere to the approved Project Schedule will be deemed a material breach and sufficient grounds for termination of this Contract by City.

5.2 PROJECT SCHEDULE

5.2.1 The Project Schedule will be updated and maintained throughout Contractor's performance under this Contract in accordance with Section 6.2 of the General Conditions.

5.2.2 Work must be completed to meet the following milestones after the Notice to Proceed:

	Milestone		Time	Liquidated damages for delay	
1.		within	days	$	per calendar day

5.3 SUBSTANTIAL COMPLETION

Substantial Completion must be achieved no later than the Substantial Completion Date set forth in the Project Schedule. Substantial Completion will be determined in accordance with Section 6.3 of the General Conditions.

5.4 FINAL ACCEPTANCE

5.4.1 Final Acceptance will be obtained within the time period set forth in the Project Schedule.

5.4.2 Final Acceptance will be issued pursuant to Section 6.5 of the General Conditions.

5.5 LIQUIDATED DAMAGES

5.5.1 Substantial Completion Liquidated Damages. Contractor acknowledges and agrees that if Contractor fails to obtain Substantial Completion of the Work within the Contract Time, City will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, City and Contractor agree that if Contractor fails to achieve Substantial Completion of the Work within the Contract Time, City will be entitled to retain or recover from Contractor, as liquidated damages and not as a penalty, the sum per calendar day as indicated in MAG § 108.9.

5.5.2 Final Acceptance Liquidated Damages. For the same reasons set forth in Article 5.5.1 above, City and Contractor further agree that if Contractor fails to achieve Final Acceptance of the Work within the Contract Time, City will be entitled to retain or recover from Contractor, as liquidated damages and not as a penalty, the sum per

calendar day as indicated in MAG § 108.9 commencing from the actual date of Substantial Completion or Final Acceptance as required under the Contract.

5.5.3 MAG Liquidated Damages. Liquidated damages provisions in MAG § 108.9 will apply.

5.5.4 City may deduct liquidated damages described in this Article 5.5 from any unpaid amounts then or thereafter due Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due Contractor will be payable to City at the demand of City, together with interest from the date of the demand at the highest lawful rate of interest payable by Contractor.

5.6 MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES ONLY

5.6.1 Contractor and City waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes.

1. Damages incurred by City for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

2. Damages incurred by Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

5.6.2 This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Contract. Nothing contained in this Article 5.6 will be deemed to preclude an award of liquidated damages, when applicable, in accordance with Article 5.5 above.

5.6.3 Nothing herein will be deemed to constitute a waiver of any other remedy available to City in the event of Contractor's default under this Contract prior to full performance of the Work including, as applicable, specific performance or completion of the Work on behalf of Contractor, the cost and expense of which will be offset against any monies then or thereafter due to Contractor (if any) and otherwise immediately reimbursed to City by Contractor.

ARTICLE 6 - CONTRACT PRICE

6.1 CONTRACT PRICE

6.1.1 In exchange for Contractor's full, timely, and acceptable performances and construction of the Work under this Contract, and subject to all of the terms of this Contract, City will pay Contractor the "Contract Price," which is **$230,000**.

6.1.2 The Contract Price is all-inclusive and specifically includes all fees, cost, insurance and bond premiums, and taxes of any type necessary to fully, properly and timely perform and construct Work.

6.2 **COSTS**

For any portion of the Work which, either through this Contract, Change Order or otherwise, is performed and paid for on a cost, or time and materials basis, the costs which may be reimbursed to Contractor and chargeable against the Contract Price will be determined as set forth in MAG § 109.5.

ARTICLE 7 - PAYMENT

Payments will be made to Contractor in accordance with Section 8 of the General Conditions.

ARTICLE 8 - CHANGES TO THE CONTRACT

Changes to the Contract may be made in strict accordance with Section 9 of the General Conditions.

ARTICLE 9 - SUSPENSION AND TERMINATION

This Contract may be suspended or terminated in accordance with Section 10 of the General Conditions.

ARTICLE 10 - INSURANCE AND BONDS

10.1 Contractor must provide insurance in accordance with Sections 11.1 through 11.3 of the General Conditions. Contractor must provide proof of such insurance and all required endorsements in forms acceptable to City prior to commencing any Work under this Contract.

10.2 Contractor must provide performance and payment bonds to City in Accordance with Section 11.4 of the General Conditions and A.R.S. § 34-222.

10.3 Failure to provide proof of insurance and the required endorsements, or the required bonds, in forms acceptable to City, will be a material breach and grounds for termination for cause of this Contract.

ARTICLE 11 - INDEMNIFICATION

Contractor must have and assume the indemnity obligations set forth in Section 12 of the General Conditions.

ARTICLE 12 - DISPUTE RESOLUTION

Any claims or disputes relating to this Contract will be resolved according to the dispute resolution process set forth in Section 13 of, and Appendix 6 to, the General Conditions.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have executed this Contract through their duly authorized representatives and bind their respective entitles as of the effective date.

"CITY"

CITY OF CHANDLER

MAYOR Date

Recommended By:

Andrew Goh, P.E. Date
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk Seal

"CONTRACTOR"

TSG Constructors, LLC

Signature 05/24/2021
Date

Stanley S Showalter
Name

Manager
Title

s.showalter@tsgconstructors.com
Signer Email Address

ATTEST: If Corporation

Secretary

Kerry S Davidoff-Showalter
Notary Public
Maricopa County, Arizona
My Comm. Expires 8-11-2021

STATE OF ARIZONA)
)ss.
County of Maricopa)

SUBSCRIBED AND SWORN TO before me, the undersigned notary public, by Stan Showalter who was identified as the Member of TSG Constructors, LLC on this 24th day of May, 2021

My commission expires:
8-11-21

Notary Public

CHANDLER arizona
Community of Innovation

City Council Memorandum **Communications and Public Affairs** **Memo No.** N/A

Date: July 12, 2021
To: Mayor and Council
Thru: Joshua H. Wright, Acting City Manager
Matthew Burdick, Communications and Public Affairs Director
From: Matt Burdick, Communications and Public Affairs Director
Subject: Agreement with Courier Graphics Corporation for Overflow Photo Copying and Printing Services

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Proposed Motion:

Move City Council approve Agreement No. CP2-966-4331, with Courier Graphics Corporation, for overflow photo copying and printing services, in an amount not to exceed $95,000, for the period of one year, August 1, 2021 through July 31, 2022, with the option of up to four additional one-year extensions.

Background/Discussion:

This agreement has been established for overflow printing services to ensure that printing and copying will be provided in a timely manner to meet schedules requested by City staff. Overflow printing is defined as any printing or bindery work that is beyond the capabilities, volume and/or turnaround time frame the Print, Mail and Graphics Division can handle. Services include printing, high-speed duplicating and binding, and other services normally provided by a full-service printing company. The printing and folding of the monthly City Scope newsletter and utility bill inserts are included in this agreement.

Evaluation:

On April 14, 2021, City staff issued Invitation for Bid No. CP2-966-4331, for overflow photo copying and printing services. Notification was sent to all registered vendors. Eight responses were received from the following:
Complete Print Shop
Courier Graphics Corporation
F&B Graphics
Gila Monster Printing
Kyrene Printing Services
Lithotech
Taylor Corporation
West Press

Staff recommends award to Courier Graphics Corporation as the lowest responsive and responsible bidder. The term of this agreement will be August 1, 2021, through July 31, 2022, with the option of up to four one-year extensions.

Financial Implications:

Funds for overflow photo copying and printing services are available in various department printing accounts (5309).

Attachments

Signed Agreement

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City Clerk Document No. _____

City Council Meeting Date: July 15, 2021

CITY OF CHANDLER SERVICES AGREEMENT
OVERFLOW PHOTO COPYING AND PRINTING SERVICES
CITY OF CHANDLER AGREEMENT NO. CP2-966-4331

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Courier Graphics Corporation, an Arizona corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 2021 (Effective Date).

RECITALS

A. City proposes to Overflow Photo Copying and Printing Services as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

B. Contractor is ready, willing, and able to provide the services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

C. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Contractor agree as follows:

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:
Agreement means the legal agreement executed between the City and the Contractor
City means the City of Chandler, Arizona
Contractor means the individual, partnership, or corporation named in the Agreement
Days means calendar days
May, Should means something that is not mandatory but permissible
Shall, Will, Must means a mandatory requirement

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SECTION II: CONTRACTOR'S SERVICES

Contractor must perform the services described in Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION III: PERIOD OF SERVICE

Contractor must perform the services described in Exhibit A for the term of this Agreement.

The term of the Agreement is (1) one year (s), and begins on August 1, 2021 and ends on July 31, 2022 unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to (4) four additional terms of (1) one year (s) each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit B for performance of the services approved and accepted by the City under this Agreement must not exceed $95,000. Contractor must submit requests for payment for services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work completed on the service during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted services within 30 days of the City's receipt of the request for payment. Contractor bears all responsibility and liability for any and all tax obligations that result from Contractor's performance under this Agreement.

SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this

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Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by the Contractor. In the event the City abandons or suspends the services, or any part of the services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the work Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's work to appraise the work completed. The Contractor will receive compensation in full for services performed to the date of such termination. The fee shall be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the

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Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor's property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification. The Contractor (lndemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (lndemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify lndemnitee from and against any and all Claims, except those arising solely from lndemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against lndemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

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5.7 Cooperation and Further Documentation. The Contractor agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Agreement.

5.8 Notices. Unless otherwise provided, notice under this Agreement must 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 date notice is sent if by electronic mail, or (c) 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:

For the City	**For the Contractor**
Name:__Rick Senffner_____	Name:____Carrie Myhre_____
Title:____Print, Mail & Graphics Supervisor_____	Title:_____Account Manager_____
Address:_____210 S. Washington St._____	Address:__2621 S. 37th St. _____
_____Chandler, AZ 85225_____	_____Phoenix, AZ 85034_____
Phone:_____480 782-2397_____	Phone:____602-437-9700_____
Email:____rick.senffner@chandleraz.gov_____	Email:____carrie_myhre@couriegraphics.com____

5.9 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and the City.

5.10 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between the Contractor and the City, the final determination at the administrative level will be made by the City Purchasing and Materials Manager.

5.11 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

5.12 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

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5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by the City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City’s written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Laws. Contractor understands, acknowledges, and agrees to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. All services performed by Contractor must also comply with all applicable City of Chandler codes, ordinances, and requirements. Contractor agrees to permit the City to verify Contractor’s compliance.

5.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

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5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with§ 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.RS. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.24 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons, entities, and projects identified to the City, the services performed by the Contractor under this Agreement are not expected to create an

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interest with any person, entity, or third party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.25 Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

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5.26 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a minimum, Contractor must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this Section must survive the termination of this Agreement.

5.27 Jurisdiction and Venue. This Agreement is made under, and must 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. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.28 Survival. All warranties, representations, and indemnifications by the Contractor must survive the completion or termination of this Agreement.

5.29 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.30 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.31 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

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

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5.33 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for the City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.34 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

5.35 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.36 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.37 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.38 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A - Project Description/Scope of Services
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions

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5.39 Special Conditions. As part of the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

5.40 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month, the Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. The Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

5.41 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.42 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Contractor must maintain all applicable City, state, and federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.43 Warranties. Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including, but not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.44 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

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5.45 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.46 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

FOR THE CITY	**FOR THE CONTRACTOR**
By: _____	By: Carrie Mylne
Its: Mayor	Its: Account Manager

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

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EXHIBIT A TO AGREEMENT
SCOPE OF SERVICES

1. Background and Objective:

   The City of Chandler (City) is soliciting written bids from qualified firms to provide the overflow printing requirements for the City. These are jobs that the City is unable to print internally due to volume, size, or equipment limitations.

2. Requirements:

   The Scope of Work for this contract is to perform overflow printing services for the City of Chandler. Printing services shall include, but not be limited to, business cards, letterhead, envelopes, door hangers, flyers, postcards, pamphlets, booklets, brochures, high-speed duplicating and binding and other services normally provided by a full-service printing company.

3. Description:

   a. Pick-up of Job Order and applicable documentation, and delivery of completed work will be made at the Print, Mail & Graphics Division (Print Shop), at 210 S. Washington St., Chandler, Arizona 85225. Phone Number is (480) 782-2399. Hours are: 8:00am to 5:00pm Monday through Friday. (On occasion delivery may be directed to an alternate City of Chandler facility).

   b. No over-runs will be authorized.

   c. Provide a schedule of normal turn-around time needed, as well as expected available turn-around time needed for jobs listed in the Pricing Schedule.

   d. On-time job completion shall be tracked with a minimum 90% on-time rate being expected.

   e. Proof copy/pdf, as requested and prearranged, shall be delivered/retrieved directly with the requesting office.

   f. Jobs initiated in an electronic format may necessitate direct coordination between the vendor and the requesting office.

   g. Invoices shall not be paid less than two weeks, following the week that the job is delivered. Each invoice is to include City of Chandler Job Order number and detail of job processes (does not need to be a cost-by-cost breakdown).

      For example:
      Job #1525
      Mars Combo Books

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20# white text
90# cover
Four Tabs
Collated with Tabs
Shrink Wrapped
10 Books not drilled
Box and label 32 cartons

h. CONTRACTOR shall ensure quality of product to the point, that should a job need recovery due to equipment/employee problems, the vendor is prepared to initiate recovery, to include expedited reprinting, delivery and/or expedited shipments to City designated recipients, at no cost to the City.

i. Pricing of listed items on the Price Schedule shall include, but not be limited to, the price of all paper, inks, labor, materials, delivery, and any other associated costs necessary for the completion of a given printing project. City of Chandler shall not warehouse paper.

For City Scope:

j. Volume of work is approximately 74,500 per month 8 ½ x 11 sheets printed front to back and folded to letter-fold (trifold). An additional 2,500 sheets each month will be unfolded 8 ½ x 11. These should be boxed separately from the others.

(Sample may be obtained from the Purchasing Division, 175 S. Arizona Ave., 3rd Floor, Chandler, AZ 85225)

k. Please note: During the year, the City Scope may be expanded from a two page to a four-page issue (one 11 x 17 sheet printed front and back). When the City Scope is expanded, it needs to be letter folded (trifold).

l. Bids should be prepared and submitted for the following option:

60#, White Offset, Recycled paper with two PMS colors.
Provide manufacturer of paper you are quoting.

m. Print ready artwork will be provided in print ready pdf by the City.

n. No over-runs will be authorized.

o. Required turn-around time shall be five (5) working days after receipt of Artwork.

p. Artwork is typically sent electronically, but if needed, must be picked up from the Print, Mail & Graphics Division, 210 S. Washington St., Chandler, AZ 85225. Completed printing and artwork must be returned to Print, Mail & Graphics.

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EXHIBIT B TO AGREEMENT
COMPENSATION AND FEES

Overflow Photo Copying and Printing Services				
Description	**Estimated Quantity per Order**	**UOM**	**Unit Price**	**Ext Price**
Multiple Sheet Booklets. With Covers, Stapled and Folded				
Multiple sheet booklets, finished size 5 1/2 x 8 1/2, 80# white cover, 60# inserts white offset, cover printed one side with full color ink, inserts printed two sides with black ink, stapled, folded, Cover and 12 pages	**5,000**	**EA**		
Brochures, Tri-Fold, Bi-Fold, Post Cards, Flyers, Door Hangers, etc.				
Post card, 5 ½ x 8 ½ 4/4 100lb Gloss Cover Or 95# Topkote Dull Cover If mailing utilizing intelligent barcode and sorted for lower postage rate	**10,000**	**EA**		
City Scope, Six Month Calendar, Utility Billing Inserts				
City Scope 8-1/2 x 11 (11 months), 80# Pacesetter Gloss Book 4/4 process no bleeds Roll fold to 8.5x3.687 11 x 17 (1 month) 80# Pacesetter Gloss Book 4/4 process no bleeds Roll fold to 8.5x3.6875	**75,000**	**EA**		
3.66 x 8.5 Gloss Book Mailer Inserts (12) 100lb Gloss Book 4/c 2 sides Size Flat 3.66 x 8.5	**75,000**	**EA**		
Six Month Calendars (2) 80lb Pacesetter Gloss Book 4/c 2 sides or 2/c 2 sides no bleeds Flat 11x8.5 Folded 3.66 x 8.5	**80,000**	**EA**		
Total Price:				

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EXHIBIT C TO AGREEMENT
INSURANCE

INSURANCE

General.

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

B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

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

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

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

F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

A. *Commercial General Liability-Occurrence Form*. Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $2,000,000 for each occurrence, $4,000,000 aggregate. Said insurance must also include coverage for products

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and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

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

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

Additional Policy Provisions Required.

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

1. The Contractor's insurance must contain broad form contractual liability coverage.

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

3. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.

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

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

7. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

B. *Insurance Cancellation During Term of Contract/Agreement.*

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.

2. Each insurance policy required by the insurance provisions of this Contract/Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten days prior notice may be given. Such notice shall be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect.

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

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

2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

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EXHIBIT D TO AGREEMENT
SPECIAL CONDITIONS

NONE

CHANDLER arizona
Community of Innovation

City Council Memorandum **Communications and Public Affairs** **Memo No.** N/A

Date:	July 12, 2021
To:	Mayor and Council
Thru:	Joshua H. Wright, Acting City Manager Matthew Burdick, Communications and Public Affairs Director
From:	Matt Burdick, Communications and Public Affairs Director
Subject:	Purchase of Quadient DS-200i Folder Inserter

Proposed Motion:

Move City Council approve the purchase of a DS-200i Folder Inserter from Quadient, Inc., utilizing the State of Arizona Contract No. ADSPO16-169901, in the amount of $65,876.00, and authorize the City Manager or designee to sign a linking agreement with Quadient, Inc.

Background/Discussion:

The purchase agreement will replace equipment that is used to process utility bills, statements, notices and inserts that are mailed to Chandler residents, businesses and employees. The purchase will replace existing equipment that was put into service in October 2013 through a decision package for the utility billing upgrade project. The current inserter has processed 20 million pieces since it was put into service and it is due for replacement as components of the unit are worn down.

Evaluation:

The State of Arizona competitively solicited and awarded a contract for Mailroom Equipment, Supplies and Maintenance. The City has a current Intergovernmental Agreement with the State of Arizona that permits the cooperative use of the State's contracts. The term of the State of Arizona contract is valid through May 14, 2022.

Financial Implications:

The equipment purchase is funded through a one-time decision package approved by the City Council in the fiscal year 2021-22 budget in the Print, Mail and Graphics division of the Communications and Public Affairs department. Ongoing operations and maintenance expenditures are covered through the division's existing budget.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.1210.6419.0000.000000.0000	General Fund	N/A	65,876.00	N

CHANDLER arizona
Community of Innovation

City Council Memorandum **Community Services** **Memo No.** CS21-041

Date: July 12, 2021
To: Mayor and Council
Thru: Joshua H. Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
Andy Bass, Community Services Director
From: Jeffrey Larsen, Parks Operations and Maintenance Manager
Subject: Agreement No. CS1-967-4327, with Nutrien Ag Solutions, Inc.; SiteOne Landscape Supply, Inc.; and Rentokil North America, Inc., dba Target Specialty Products; for Fertilizers, Herbicides, and Pesticides

Proposed Motion:

Move City Council approve Agreement No. CS1-967-4327, with Nutrien Ag Solutions, Inc.; SiteOne Landscape Supply, Inc.; and Rentokil North America, Inc., dba Target Specialty Products; for fertilizers, herbicides, and pesticides, in a combined amount not to exceed $289,000, for a one-year term, August 1, 2021, through July 31, 2022, with the option of up to four additional one-year extensions.

Background/Discussion:

The City of Chandler park system currently has over 1,200 acres of developed parkland. The Park Operations Division needs to purchase fertilizer, herbicide and pesticide materials for use in City parks. Certified park staff will apply these materials. The Council-approved FY 2021-2022 budget includes funding to fertilize park turf areas three times per year during the active growing period (April-October) and apply pre-emergent for weed control twice per year. Previously, fertilization only occurred one time per year and no pre-emergent was applied. The additional fertilizer and pre-emergent applications have resulted in healthier turf grass in the City parks. Herbicides are used in the control of weed germination and establishment within the landscaped areas. Pre-emergent herbicides are applied twice per year, with post-emergent spot spraying applied twice per month. Pesticides are used to control mosquitoes and ants within the parks. In addition to the Parks Division, the Streets Division will require $39,000 for herbicide and pesticide materials used in right-of-way areas throughout the City.

Evaluation:

On April 7, 2021, City staff issued Invitation for Bid No. CS1-967-4327 for fertilizers, herbicides, and pesticides. Notification was sent to all registered vendors. Three proposals were received from the following offerors:

Nutrien Ag Solutions, Inc.
Rentokil North America, Inc., dba Target Specialty Products
SiteOne Landscape Supply, Inc.

Staff recommends award to Nutrien Ag Solutions, Inc.; SiteOne Landscape Supply, Inc.; and Rentokil North America, Inc., dba Target Specialty Products; to ensure products are available as needed. All bidders were responsive and provided competitive pricing.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
215.3300.5318	Highway User Revenue	N/A	$39,000	N
101.4530.5318	General Fund	N/A	$250,000	N

Attachments

4327 Fertilizers Herbicides and Pesticides_Nutrien AG
4327 Fertilizers Herbicides and Pesticides_Target Specialty Products
4327 Fertilizers Herbicides and Pesticides_SiteOne

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City Clerk Document No. _____

City Council Meeting Date: July 15, 2021

CITY OF CHANDLER PURCHASE AGREEMENT
FERTILIZERS, HERBICIDES AND PESTICIDES
CITY OF CHANDLER AGREEMENT NO. CS1-967-4327

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Nutrien AG Solutions, Inc., a Colorado Corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties), made _____ _____ , 2021 (Effective Date).

RECITALS

A. City proposes to purchase fertilizers, herbicides and pesticides as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

B. Contractor is ready, willing, and able to provide the goods or services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

C. City desires to contract with the Contractor to provide these goods or services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Contractor agree as follows:

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:
Agreement means the legal agreement executed between the City and the Contractor
City means the City of Chandler, Arizona
Contractor means the individual, partnership, or corporation named in the Agreement
Days means calendar days
May, Should means something that is not mandatory but permissible
Shall, Will, Must means a mandatory requirement

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SECTION II: CONTRACTOR'S SERVICES

Contractor must perform in accordance with Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar goods services in Chandler, Arizona exercises under similar conditions. All goods or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the goods or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the goods or services.

SECTION III: PERIOD OF SERVICE

Contractor must perform in accordance with Exhibit A for the term of this Agreement.

The term of the Agreement is **ONE year**, and begins on August 1, 2021 and ends on July 31, 2022 unless sooner terminated in accordance with this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to **FOUR additional terms of ONE year each**, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION lV: PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit B for performance approved and accepted by the City under this Agreement must not exceed $289,000, including companion agreements. Contractor must submit requests for payment for goods or services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those goods or services negotiated as a lump sum will be made in accordance with the percentage of the goods furnished or services completed during the preceding billing period. Goods or services negotiated as a not-to-exceed fee will be paid in accordance with the goods furnished or services completed during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted goods or services within 30 days of the City's receipt of the request for payment. Contractor bears all responsibility and liability for any and all tax obligations that result from Contractor's performance under this Agreement.

SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the goods or services under this Agreement. The City,

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its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing goods or services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of work, cost of goods, cost of performance, or Project schedule, the goods or services will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any purchase or service provided for in this Agreement, or abandon any portion of the Project for which the Contractor has performed. In the event the City abandons or suspends the purchase or services, or any part of the purchase or services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the goods or services Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's goods or services to appraise the status completed. The Contractor will

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receive compensation in full for goods provided or services performed to the date of such termination. The fee will be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.r

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor's property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the

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minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. The Contractor agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Agreement.

5.8 Notices. Unless otherwise provided, notice under this Agreement must 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 date notice is sent if by electronic mail, or (c) 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:

For the City	**For the Contractor**
Name: Tyrone Allen	Name: Shane Powell
Title: Parks Maintenance Superintendent	Title: Territory Manager
Address: 650 E. Ryan Rd.	Address: 190 S. Kyrene Rd., Ste. 13
Chandler, AZ 85225	Chandler, AZ 85226
Phone: 480-782-2667	Phone: 602-525-4305
Email: tyrone.allen@chandleraz.gov	Email: shane.powell@nutrien.com

5.9 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and the City.

5.10 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between the Contractor and the City, the final determination at the administrative level will be made by the City Purchasing and Materials Manager.

5.11 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

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5.12 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by the City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in furnishing goods or performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to furnish goods or perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Work. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City’s written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Laws. Contractor understands, acknowledges, and agrees to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. All services performed by Contractor must also comply with all applicable City of Chandler codes, ordinances, and requirements. Contractor agrees to permit the City to verify Contractor’s compliance.

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5.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with§ 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides goods or services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.RS. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.24 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b)

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testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons, entities, and projects identified to the City, the services performed by the Contractor under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.25 Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements

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of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

5.26 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a minimum, Contractor must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this Section must survive the termination of this Agreement.

5.27 Jurisdiction and Venue. This Agreement is made under, and must 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. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.28 Survival. All warranties, representations, and indemnifications by the Contractor must survive the completion or termination of this Agreement.

5.29 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.30 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.31 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

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

5.33 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for the City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.34 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.35 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.36 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.37 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A - Project Description/Scope of Work
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions

5.38 Special Conditions. As part of the goods furnished or the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

5.39 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

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If required to provide services on a school district property at least five times during a month, Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

5.40 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.41 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Contractor must maintain all applicable City, state, and federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.42 Warranties. Unless otherwise provided in Exhibit D, the Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including, but not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.43 Liens. The Contractor warrants that the materials supplied under this Agreement are free of liens and will remain free of liens.

5.44 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the City of the materials, they will be (a) of a quality to pass without objection in the trade under the Agreement description, (b) fit for the intended purposes for which the materials are used, (c) within the variations permitted by the Agreement and are of even kind, quantity, and quality within each unit and among all units, (d) adequately contained, packaged and marked as the Agreement may require, and (e) conform to the Contractor's written promises or affirmations of fact.

5.45 Fitness. The Contractor warrants that any material supplied to City will fully conform to all requirements of the Agreement and all the Contractor's representations, and will be fit for all purposes and uses required by the Agreement.

5.46 Inspection/Testing. The warranties set forth in the Agreement are not affected by the City's inspection or testing of or payment for the materials by the City.

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5.47 Packing and Shipping. The Contractor will be responsible for industry standard packing, which conforms to requirements of carrier's tariffs and Interstate Commerce Commission (ICC) regulations. Containers must be clearly marked as to lot number, destination, address, and purchase order number.

5.48 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

5.49 Risk of Loss. The Contractor will bear all loss of conforming material covered under this Agreement until received by authorized personnel at the location designated in the purchase order or Agreement. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials will remain with the Contractor regardless of receipt.

5.50 Current Products. All products offered in response to this solicitation will be in current and ongoing production; will have been formally announced for general marketing purposes; will be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in the City's solicitation.

5.51 Annual Usage Report. Upon request, the Contractor will furnish to the City an annual usage report delineating the acquisition activity governed by the Agreement. The format of the report will be approved by the City and will disclose the quantity and the dollar value of each agreement item by individual purchasing unit.

5.52 Catalogs/Agreement Price Listing. As applicable, the Contractor will furnish to all requesting departments catalogs at no cost, which will outline agreement prices.

5.53 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.54 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.55 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

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This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

FOR THE CITY

By: _____

Its: _____Mayor_____

FOR THE CONTRACTOR

By: Shane Powell

Its: Territory Manager

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

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EXHIBIT A
SPECIFICATIONS

GENERAL INFORMATION/PURPOSE

Contractor will provide fertilizer, herbicides and pesticides as listed herein provided on an "as needed basis".

GENERAL VENDOR QUALIFICATIONS

The Contractor shall be in compliance with all applicable Federal, State, Local, ANSI and OSHA laws, rules and regulations and all other applicable regulations for the term of this contract.

The Contractor, without additional expense to the City, shall be responsible for obtaining and maintaining any necessary licenses and permits required in connection with the completion of the required services herein.

The Contractor may not subcontract any segment or services covered herein, without prior approval of the Contract Administrator. All subcontractors used under the scope of this contract shall meet all requirements, terms and conditions set forth herein. All subcontracted services shall be warranted by and be the responsibility of the Contractor.

DEFECTIVE PRODUCT:

All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspections, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) days of initial notification.

DELIVERY

Delivery shall be made to the location(s) and schedule contained herein within ten (10) days after receipt of an order or as mutually agreed. The Contractor shall be required to give City representatives delivery notification a minimum of twenty-four (24) hours prior to delivery with the anticipated time of delivery and quantity of units to be delivered. Pallets shall be shrink wrapped if palletized and labeled appropriately. Goods shall be shipped in weather-proof bags. Perforated bags will not be accepted. Goods shall only be accepted after inspection by the authorized agency representative at time of delivery. Shipping documents or bill of lading shall include a brief description of product delivered; quantity of product shipped; EPA Registration Number; delivery ticket number; date and time shipped; customer identification; customer purchase order number; agency's name and address; agency's employee signature, date and employee number; etc.

The following documents are due upon delivery to the City or participating agency:

a. Safety Data Sheets
b. Shipping and/ or Bill of Lading documents

All deliveries shall be made Monday through Friday during regular business hours, typically from 7:00AM to 12:00PM, Arizona Time.

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PRODUCT SPECIFICATIONS

CONTRACTOR shall identify on Exhibit B the brand of product they are bidding.

Non-liquid items listed as 50 lbs. or 1 ton or more, shall be in 50 lb. bags. Items listed as 1 ton or more shall be delivered on a pallet with 40 bags per pallet that is shrink-wrapped. Bulk (loose) item purchases shall be an available option for orders over 20 tons or 200 cubic yards. All pallets supplied with delivery of a product shall be non-refundable and require no deposit.

CONTRACTOR shall store and dispose of all chemicals that are in any way related to performance of this Agreement in compliance with applicable laws.

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EXHIBIT B
PRICING

Group 2- Fungicides				
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE
8	Subdue Brand: ____Syngenta_____ Bag Size: ___1 gal_____	1	Gallon	$ 538
Group 3 - Herbicides				
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE
9	Gallery Pre-emergent Brand: ___Corteva_____ Bag Size: __1 lb._____	400	Pound	$ 122.50
10	Kleenup Pro Herbicide Brand: ___LPI_____ Bag Size: ___2.5 gal_____	55	Gallon	$ 16
11	Mec Amine D Herbicide Brand: ___LPI_____ Bag Size: ____2.5 gal_____	2.5	Gallon	$ 22.40
12	Diquat Herbicide Brand: ____Syngenta/Tribune_____ Bag Size: ___2.5 gal_____	20	Gallon	$ 42.70
13	Reward Herbicide Brand: ____Syngenta_____ Bag Size: ____2.5 gal_____	2.5	Gallon	$ 79
14	Surflan in 2.5 gallon containers	30	Gallon	N/A

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Group 3 - Herbicides Continued				
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE
15	Fusillade II in 1-quart containers Brand: ____Syngenta_____ Bag Size: ___1 Qt._____	8	Gallon	$ 254
16	Pendulum Aqua Cap; 2.5 gallon Brand: ___BASF_____ Bag Size: ___2.5 gal_____	1000	Gallon	$ 36.80
17	Round Up Pro Concentrate 2.5 gallon Brand: __Monsanto/Bayer_____ Bag Size: __2.5 gal_____	2.5 1000	Gallon Gallon	$ 19.80 $ 19.80
18	Round Up Quick Pro, in 6.8 lb. jug Brand: __Monsanto/Bayer_____ Bag Size: _6.8 lb._____	100	Jugs	$ 68.34
19	Rodeo, in 2.5 gallon containers	5	Gallon	$ 22
20	Celsius 10 oz. bottle Brand: ___Bayer_____ Bag Size: ___10 oz. _____	8	Bottles	$ 104
21	Vanquish 2.5 gallon Brand: ___NuFarm/Clash_____ Bag Size: ____2.5 gal_____	5	Gallon	$ 84
22	Pendulum 3.3 EC; 2.5 gallon	1000	Gallon	NA
23	Evade FL, 2.5 gallon Brand: _____LPI_____ Bag Size: ____1 gal._____	1000	Gallons	$ 72.40

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ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE
24	Du-O-Cide Insecticide	100	Pound	NA
25	Abate 4-E mosquito control	2	Gallons	NA
26	Abate 5% granules	5	Pound	NA
27	Vectobac, in 40 lb. box	10	Boxes	$ 130
28	VectoLex, in 40 lb. box	5	Boxes	NA
29	Altosid XR tabs	3	Cases	$ 189

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Group 5 – Miscellaneous Products				
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE
30	Alco Olive Stop, 1 gallon jugs	1	Gallons	$ 284
31	Turf Trax Marking Dye Brand: ___LPI_____ Bag Size: ___2.5 gal_____	100	Gallon	$ 20
32	Foam Fighter, 1 quart Brand: __LPI_____ Bag Size: ____1 Qt. _____	16	Quarts	$ 14.95
33	Target Pro Spreader Brand: __LPI/ACT.90_____ Bag Size: ___2.5 gal_____	15	Gallon	$ 18
34	Agradex, 2.5 gallons	10	Gallon	NA
35	Game-Up Brand: ____LPI_____ Bag Size: ___1 gal_____	10	Gallon	$ 135
36	Embark, 1 gallon container	1	Gallon	NA
37	Amdro; granular Bag Size: ____1 lb._____	24	Pound	$ 10.15

Group 6- Soil Amendments				
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE
38	Soil Amendments – Mulch suitable for over seeding topdressing.	200	Cubic Yard	NA

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EXHIBIT C TO AGREEMENT
INSURANCE

INSURANCE

General.

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

B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

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

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

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

F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

A. *Commercial General Liability-Occurrence Form*. Contractor must maintain "occurrence" form

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

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

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

<u>Pollution Legal Liability Policy:</u>

1. CONTRACTOR shall provide Pollution Legal Liability insurance which shall include coverage for:
   a. On and off-site cleanup of known and unknown pre-existing conditions arising from the Contractor's facility or from the performance of the Contract or.
   b. On and off-site cleanup of conditions arising from the Contractor's facility or from the performance of the Contract.
   c. Third-party claims for on and off-site bodily injury and property damage arising from the performance of the Contract.
   d. Claims resulting in bodily injury, property damage or cleanup costs associated with a pollution condition from transported cargo if the Scope of Services in the Contract requires the transportation of any hazardous materials.

2. Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

   Minimum Limits:
   Per Loss $ 4,000,000
   Products/Completed Operations Aggregate $ 4,000,000,

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The policy shall be endorsed to include the following additional insured language: "The City of Chandler shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

If the Scope of Services in the Contract requires the transportation of any hazardous materials or regulated substances, then the policy shall provide coverage for claims resulting in bodily injury, property damage or cleanup costs associated with a pollution condition from transported cargo.

Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

Additional Policy Provisions Required.

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

1. The Contractor's insurance must contain broad form contractual liability coverage.

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

3. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.

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

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

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7. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

B. *Insurance Cancellation During Term of Contract/Agreement.*

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.

2. Each insurance policy required by the insurance provisions of this Contract/Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten days prior notice may be given. Such notice shall be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect.

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

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

2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

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EXHIBIT D TO AGREEMENT
SPECIAL CONDITIONS

NONE

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City Clerk Document No. _____

City Council Meeting Date: July 15, 2021

CITY OF CHANDLER PURCHASE AGREEMENT
FERTILIZERS, HERBICIDES AND PESTICIDES
CITY OF CHANDLER AGREEMENT NO. CS1-967-4327

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Rentokil North America, Inc., dba Target Specialty Products., a Pensylvania Corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties), made _____ , 2021 (Effective Date).

RECITALS

A. City proposes to purchase fertilizers, herbicides and pesticides as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

B. Contractor is ready, willing, and able to provide the goods or services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

C. City desires to contract with the Contractor to provide these goods or services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Contractor agree as follows:

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:
Agreement means the legal agreement executed between the City and the Contractor
City means the City of Chandler, Arizona
Contractor means the individual, partnership, or corporation named in the Agreement
Days means calendar days
May, Should means something that is not mandatory but permissible
Shall, Will, Must means a mandatory requirement

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SECTION II: CONTRACTOR'S SERVICES

Contractor must perform in accordance with Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar goods services in Chandler, Arizona exercises under similar conditions. All goods or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the goods or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the goods or services.

SECTION III: PERIOD OF SERVICE

Contractor must perform in accordance with Exhibit A for the term of this Agreement.

The term of the Agreement is **ONE year**, and begins on August 1, 2021 and ends on July 31, 2022 unless sooner terminated in accordance with this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to **FOUR additional terms of ONE year each**, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION lV: PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit B for performance approved and accepted by the City under this Agreement must not exceed $289,000, including companion agreements. Contractor must submit requests for payment for goods or services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those goods or services negotiated as a lump sum will be made in accordance with the percentage of the goods furnished or services completed during the preceding billing period. Goods or services negotiated as a not-to-exceed fee will be paid in accordance with the goods furnished or services completed during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted goods or services within 30 days of the City's receipt of the request for payment. Contractor bears all responsibility and liability for any and all tax obligations that result from Contractor's performance under this Agreement.

SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the goods or services under this Agreement. The City,

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its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing goods or services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of work, cost of goods, cost of performance, or Project schedule, the goods or services will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any purchase or service provided for in this Agreement, or abandon any portion of the Project for which the Contractor has performed. In the event the City abandons or suspends the purchase or services, or any part of the purchase or services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the goods or services Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's goods or services to appraise the status completed. The Contractor will

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receive compensation in full for goods provided or services performed to the date of such termination. The fee will be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.r

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor's property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the

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minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. The Contractor agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Agreement.

5.8 Notices. Unless otherwise provided, notice under this Agreement must 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 date notice is sent if by electronic mail, or (c) 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:

For the City	**For the Contractor**
Name: Tyrone Allen	Name: Salena Raferty
Title: Parks Maintenance Superintendent	Title: Sales Representative
Address: 650 E. Ryan Rd.	Address: 1059 W. Geneva Dr.
Chandler, AZ 85225	Tempe, CA 85282
Phone: 480-782-2667	Phone: 602-421-4787
Email: tyrone.allen@chandleraz.gov	Email: salena.rafferty@target-specialty.com

5.9 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and the City.

5.10 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between the Contractor and the City, the final determination at the administrative level will be made by the City Purchasing and Materials Manager.

5.11 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

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5.12 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by the City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in furnishing goods or performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to furnish goods or perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Work. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City’s written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Laws. Contractor understands, acknowledges, and agrees to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. All services performed by Contractor must also comply with all applicable City of Chandler codes, ordinances, and requirements. Contractor agrees to permit the City to verify Contractor’s compliance.

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5.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with§ 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides goods or services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.RS. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.24 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b)

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testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons, entities, and projects identified to the City, the services performed by the Contractor under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.25 Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements

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of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

5.26 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a minimum, Contractor must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this Section must survive the termination of this Agreement.

5.27 Jurisdiction and Venue. This Agreement is made under, and must 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. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.28 Survival. All warranties, representations, and indemnifications by the Contractor must survive the completion or termination of this Agreement.

5.29 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.30 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.31 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

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

5.33 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for the City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.34 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.35 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.36 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.37 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A - Project Description/Scope of Work
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions

5.38 Special Conditions. As part of the goods furnished or the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

5.39 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

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If required to provide services on a school district property at least five times during a month, Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

5.40 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.41 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Contractor must maintain all applicable City, state, and federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.42 Warranties. Unless otherwise provided in Exhibit D, the Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including, but not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.43 Liens. The Contractor warrants that the materials supplied under this Agreement are free of liens and will remain free of liens.

5.44 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the City of the materials, they will be (a) of a quality to pass without objection in the trade under the Agreement description, (b) fit for the intended purposes for which the materials are used, (c) within the variations permitted by the Agreement and are of even kind, quantity, and quality within each unit and among all units, (d) adequately contained, packaged and marked as the Agreement may require, and (e) conform to the Contractor's written promises or affirmations of fact.

5.45 Fitness. The Contractor warrants that any material supplied to City will fully conform to all requirements of the Agreement and all the Contractor's representations, and will be fit for all purposes and uses required by the Agreement.

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5.46 Inspection/Testing. The warranties set forth in the Agreement are not affected by the City's inspection or testing of or payment for the materials by the City.

5.47 Packing and Shipping. The Contractor will be responsible for industry standard packing, which conforms to requirements of carrier's tariffs and Interstate Commerce Commission (ICC) regulations. Containers must be clearly marked as to lot number, destination, address, and purchase order number.

5.48 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

5.49 Risk of Loss. The Contractor will bear all loss of conforming material covered under this Agreement until received by authorized personnel at the location designated in the purchase order or Agreement. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials will remain with the Contractor regardless of receipt.

5.50 Current Products. All products offered in response to this solicitation will be in current and ongoing production; will have been formally announced for general marketing purposes; will be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in the City's solicitation.

5.51 Annual Usage Report. Upon request, the Contractor will furnish to the City an annual usage report delineating the acquisition activity governed by the Agreement. The format of the report will be approved by the City and will disclose the quantity and the dollar value of each agreement item by individual purchasing unit.

5.52 Catalogs/Agreement Price Listing. As applicable, the Contractor will furnish to all requesting departments catalogs at no cost, which will outline agreement prices.

5.53 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.54 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.55 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

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This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: Salena Rafferty

Its: Sales Rep

APPROVED AS TO FORM:

By: _____
City Attorney

MMB

ATTEST:

By: _____
City Clerk

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EXHIBIT A
SPECIFICATIONS

GENERAL INFORMATION/PURPOSE

Contractor will provide fertilizer, herbicides and pesticides as listed herein provided on an "as needed basis".

GENERAL VENDOR QUALIFICATIONS

The Contractor shall be in compliance with all applicable Federal, State, Local, ANSI and OSHA laws, rules and regulations and all other applicable regulations for the term of this contract.

The Contractor, without additional expense to the City, shall be responsible for obtaining and maintaining any necessary licenses and permits required in connection with the completion of the required services herein.

The Contractor may not subcontract any segment or services covered herein, without prior approval of the Contract Administrator. All subcontractors used under the scope of this contract shall meet all requirements, terms and conditions set forth herein. All subcontracted services shall be warranted by and be the responsibility of the Contractor.

DEFECTIVE PRODUCT:

All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspections, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) days of initial notification.

DELIVERY

Delivery shall be made to the location(s) and schedule contained herein within ten (10) days after receipt of an order or as mutually agreed. The Contractor shall be required to give City representatives delivery notification a minimum of twenty-four (24) hours prior to delivery with the anticipated time of delivery and quantity of units to be delivered. Pallets shall be shrink wrapped if palletized and labeled appropriately. Goods shall be shipped in weather-proof bags. Perforated bags will not be accepted. Goods shall only be accepted after inspection by the authorized agency representative at time of delivery. Shipping documents or bill of lading shall include a brief description of product delivered; quantity of product shipped; EPA Registration Number; delivery ticket number; date and time shipped; customer identification; customer purchase order number; agency's name and address; agency's employee signature, date and employee number; etc.

The following documents are due upon delivery to the City or participating agency:

a. Safety Data Sheets
b. Shipping and/ or Bill of Lading documents

All deliveries shall be made Monday through Friday during regular business hours, typically from 7:00AM to 12:00PM, Arizona Time.

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PRODUCT SPECIFICATIONS

CONTRACTOR shall identify on Exhibit B the brand of product they are bidding.

Non-liquid items listed as 50 lbs. or 1 ton or more, shall be in 50 lb. bags. Items listed as 1 ton or more shall be delivered on a pallet with 40 bags per pallet that is shrink-wrapped. Bulk (loose) item purchases shall be an available option for orders over 20 tons or 200 cubic yards. All pallets supplied with delivery of a product shall be non-refundable and require no deposit.

CONTRACTOR shall store and dispose of all chemicals that are in any way related to performance of this Agreement in compliance with applicable laws.

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EXHIBIT B
PRICING

Group1 – Fertilizers				
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE
1	32-2-8 with 50% slow release N Brand: 31-3-5 Target 50% XRT 3% FE_ Bag Size: __50 lb._____	50	Ton	$ 1000
2	21-0-0 Ammonium Sulfate Fertilizer Brand: __Yara_____ Bag Size: ___50 lb._____	5	Ton	$ 483
3	15.5-0-0 Calcium Nitrate Brand: ___Yara_____ Bag Size: ___50 lb. _____	3	Ton	$ 630
4	18-5-0 with 0.20 Dimension Brand: 18-5-0 Evergreen Minis w/Dimension .2% Bag Size: ___50 lb._____	60	Ton	$ 847.20
5	46-0-0 Urea Fertilizer Brand: __Yara_____ Bag Size: ___50 lb._____	1	Ton	$ 618.40
6	Dispersal Brand: ___Yellowstone 90%_____ Bag Size: ____50 lb._____	1	Ton	$ 439.20
7	21-7-14 Turf Royale with 9.9% Nitrate Nitrogen Brand: _Yara_____ Bag Size: ___50 lb. _____	1	Ton	$ 814.80

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Group 2 - Fungicides				
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE
8	Subdue Brand: ___Syngenta_____ Bag Size: ___1 gallon bottle_____	1	Gallon	$ 538
Group 3 - Herbicides				
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE
9	Gallery Pre-emergent Brand: ___Corteva_____ Bag Size: __1 lb. bottle_____	400	Pound	$ 122.50
10	Kleenup Pro Herbicide Brand: ___sub Eraser Herbicide (CSI) Bag Size: ___2.5 gallon jug_____	55	Gallon	$ 19.60
11	Mec Amine D Herbicide Brand: __sub Nufarm/Weeder 64__ Bag Size: __2.5 gallon jug_____	2.5	Gallon	$ 12.92
12	Diquat Herbicide Brand: sub Syngenta/Tribune Herbicide_ Bag Size: ____2.5 gallon jug_____	20	Gallon	$ 47.36
13	Reward Herbicide Brand: __Syngenta_____ Bag Size: __2.5 gallon jug_____	2.5	Gallon	$ 79
14	Surflan in 2.5 gallon containers	30	Gallon	NA
15	Fusillade II in 1-quart containers Brand: _Syngenta_____ Bag Size: ___1 qt. 69.32/qt._____	8	Gallon	$ 277.28

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Group 3 -Herbicides continued				
16	Pendulum Aqua Cap; 2.5 gallon Brand: ___BASF_____ Bag Size: __2.5 gallon jug____	1000	Gallon	$ 39.32
17	Round Up Pro Concentrate 2.5 gallon Brand: ___Bayer_____ Bag Size: __2.5 gallon jug_____	2.5 1000	Gallon Gallon	$ 18.22 $ 18.22
18	Round Up Quick Pro, in 6.8 lb. jug Brand: ____Bayer_____ Bag Size: ___6.8 lb. jug_____	100	Jugs	$ 79.14
19	Rodeo, in 2.5 gallon containers Brand: __Corteva_____ Bag Size: __2.5 gallon jug____	5	Gallon	$ 21.56
20	Celsius 10 oz. bottle Brand: __Bayer Agency_____ Bag Size: _10 oz bottle_____	8	Bottles	$ 104
21	Vanquish 2.5 gallon Brand: ___sub Clash/Nufarm___ Bag Size: __2.5 gallon jug_____	5	Gallon	$ 89.68
22	Pendulum 3.3 EC; 2.5 gallon Brand: __sub Pendulum Aqua Cap Bag Size: ____2.5 gallon jug____	1000	Gallon	$ 39.32
23	Evade FL, 2.5 gallon Brand: _sub Quali Pro Prodiamine 4L Bag Size: __2.5 gallon jug_____	1000	Gallons	$ 70

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Group 4 - Insecticides				
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE
24	Du-O-Cide Insecticide	100	Pound	NA
25	Abate 4-E mosquito control	2	Gallons	NA
26	Abate 5% granules	5	Pound	NA
27	Vectobac, in 40 lb. box	10	Boxes	NA
28	VectoLex, in 40 lb. box	5	Boxes	NA
29	Altosid XR tabs	3	Cases	NA

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Group 5 – Miscellaneous Products				
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE
30	Alco Olive Stop, 1 gallon jugs Brand: ___AMVAC/ALCO____ Bag Size: __1 gallon bottle____	1	Gallons	$ 345.04
31	Turf Trax Marking Dye Brand: __sub TS Pro Pacific Blue Bag Size: __1 gallon bottle____	100	Gallon	$ 38.04
32	Foam Fighter, 1 quart Brand: _Miller_____ Bag Size: ___1 qt_____	16	Quarts	$ 11
33	Target Pro Spreader Brand: __Brandt_____ Bag Size: __Gallon jug_____	15	Gallon	$ 16
34	Agradex, 2.5 gallons Brand: _sub Herb Activator CMR/Brandt Bag Size: _Gallon Jug_____	10	Gallon	$ 11.94
35	Game-Up Brand: ___sub Quali-Pro T-Nex Bag Size: __Gallon Jug_____	10	Gallon	$ 129
36	Embark, 1 gallon container Brand: Sub Quali Pro Ethephone 2 SL Bag Size: __2.5 gallon jug____	1	Gallon	$ 31.60
37	Amdro; granular Brand: _Amdro fire ant bait__ Bag Size: __25 lb. bag_____	24	Pound	$ 15.20

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Group 6 – Soil Amendments				
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE
38	Soil Amendments – Mulch suitable for over seeding topdressing.	200	Cubic Yard	NA

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EXHIBIT C TO AGREEMENT
INSURANCE

INSURANCE

General.

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

B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

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

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

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

F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

A. *Commercial General Liability-Occurrence Form*. Contractor must maintain "occurrence" form

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

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

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

<u>Pollution Legal Liability Policy:</u>

1. CONTRACTOR shall provide Pollution Legal Liability insurance which shall include coverage for:
   a. On and off-site cleanup of known and unknown pre-existing conditions arising from the Contractor's facility or from the performance of the Contract or.
   b. On and off-site cleanup of conditions arising from the Contractor's facility or from the performance of the Contract.
   c. Third-party claims for on and off-site bodily injury and property damage arising from the performance of the Contract.
   d. Claims resulting in bodily injury, property damage or cleanup costs associated with a pollution condition from transported cargo if the Scope of Services in the Contract requires the transportation of any hazardous materials.

2. Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

   Minimum Limits:
   Per Loss $ 4,000,000
   Products/Completed Operations Aggregate $ 4,000,000,

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The policy shall be endorsed to include the following additional insured language: "The City of Chandler shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

If the Scope of Services in the Contract requires the transportation of any hazardous materials or regulated substances, then the policy shall provide coverage for claims resulting in bodily injury, property damage or cleanup costs associated with a pollution condition from transported cargo.

Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

Additional Policy Provisions Required.

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

1. The Contractor's insurance must contain broad form contractual liability coverage.

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

3. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.

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

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

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7. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

B. *Insurance Cancellation During Term of Contract/Agreement.*

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.

2. Each insurance policy required by the insurance provisions of this Contract/Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten days prior notice may be given. Such notice shall be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect.

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

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

2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

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EXHIBIT D TO AGREEMENT
SPECIAL CONDITIONS

NONE

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City Clerk Document No. _____

City Council Meeting Date: July 15, 2021

CITY OF CHANDLER PURCHASE AGREEMENT
FERTILIZERS, HERBICIDES AND PESTICIDES
CITY OF CHANDLER AGREEMENT NO. CS1-967-4327

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and SiteOne Landscape Supply, Inc., a Delaware Corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties), made _____ , 2021 (Effective Date).

RECITALS

A. City proposes to purchase fertilizers, herbicides and pesticides as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

B. Contractor is ready, willing, and able to provide the goods or services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

C. City desires to contract with the Contractor to provide these goods or services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Contractor agree as follows:

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:
Agreement means the legal agreement executed between the City and the Contractor
City means the City of Chandler, Arizona
Contractor means the individual, partnership, or corporation named in the Agreement
Days means calendar days
May, Should means something that is not mandatory but permissible
Shall, Will, Must means a mandatory requirement

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SECTION II: CONTRACTOR'S SERVICES

Contractor must perform in accordance with Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar goods services in Chandler, Arizona exercises under similar conditions. All goods or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the goods or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the goods or services.

SECTION III: PERIOD OF SERVICE

Contractor must perform in accordance with Exhibit A for the term of this Agreement.

The term of the Agreement is **ONE year**, and begins on August 1, 2021 and ends on July 31, 2022 unless sooner terminated in accordance with this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to **FOUR additional terms of ONE year each**, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION lV: PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit B for performance approved and accepted by the City under this Agreement must not exceed $289,000, including companion agreements. Contractor must submit requests for payment for goods or services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those goods or services negotiated as a lump sum will be made in accordance with the percentage of the goods furnished or services completed during the preceding billing period. Goods or services negotiated as a not-to-exceed fee will be paid in accordance with the goods furnished or services completed during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted goods or services within 30 days of the City's receipt of the request for payment. Contractor bears all responsibility and liability for any and all tax obligations that result from Contractor's performance under this Agreement.

SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the goods or services under this Agreement. The City,

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its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing goods or services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of work, cost of goods, cost of performance, or Project schedule, the goods or services will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any purchase or service provided for in this Agreement, or abandon any portion of the Project for which the Contractor has performed. In the event the City abandons or suspends the purchase or services, or any part of the purchase or services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the goods or services Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's goods or services to appraise the status completed. The Contractor will

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receive compensation in full for goods provided or services performed to the date of such termination. The fee will be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.r

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor's property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification. The Contractor (lndemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (lndemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify lndemnitee from and against any and all Claims, except those arising solely from lndemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against lndemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the

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minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. The Contractor agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Agreement.

5.8 Notices. Unless otherwise provided, notice under this Agreement must 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 date notice is sent if by electronic mail, or (c) 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:

For the City	**For the Contractor**
Name: Tyrone Allen	Name: Monique Potts
Title: Parks Maintenance Superintendent	Title: Sr. Bid Representative
Address: 650 E. Ryan Rd.	Address: 1385 E. 36th St.
Chandler, AZ 85225	Cleveland, Ohio 44114
Phone: 480-782-2667	Phone: 216-706-9250
Email: tyrone.allen@chandleraz.gov	Email: bids@siteone.com

5.9 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and the City.

5.10 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between the Contractor and the City, the final determination at the administrative level will be made by the City Purchasing and Materials Manager.

5.11 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

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5.12 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by the City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in furnishing goods or performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to furnish goods or perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Work. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City’s written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Laws. Contractor understands, acknowledges, and agrees to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. All services performed by Contractor must also comply with all applicable City of Chandler codes, ordinances, and requirements. Contractor agrees to permit the City to verify Contractor’s compliance.

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5.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with§ 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides goods or services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.RS. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.24 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b)

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testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons, entities, and projects identified to the City, the services performed by the Contractor under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.25 Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements

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of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

5.26 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a minimum, Contractor must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this Section must survive the termination of this Agreement.

5.27 Jurisdiction and Venue. This Agreement is made under, and must 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. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.28 Survival. All warranties, representations, and indemnifications by the Contractor must survive the completion or termination of this Agreement.

5.29 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.30 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.31 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

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

5.33 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for the City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.34 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.35 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.36 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.37 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A - Project Description/Scope of Work
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions

5.38 Special Conditions. As part of the goods furnished or the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

5.39 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

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If required to provide services on a school district property at least five times during a month, Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

5.40 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.41 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Contractor must maintain all applicable City, state, and federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.42 Warranties. Unless otherwise provided in Exhibit D, the Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including, but not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.43 Liens. The Contractor warrants that the materials supplied under this Agreement are free of liens and will remain free of liens.

5.44 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the City of the materials, they will be (a) of a quality to pass without objection in the trade under the Agreement description, (b) fit for the intended purposes for which the materials are used, (c) within the variations permitted by the Agreement and are of even kind, quantity, and quality within each unit and among all units, (d) adequately contained, packaged and marked as the Agreement may require, and (e) conform to the Contractor's written promises or affirmations of fact.

5.45 Fitness. The Contractor warrants that any material supplied to City will fully conform to all requirements of the Agreement and all the Contractor's representations, and will be fit for all purposes and uses required by the Agreement.

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5.46 Inspection/Testing. The warranties set forth in the Agreement are not affected by the City's inspection or testing of or payment for the materials by the City.

5.47 Packing and Shipping. The Contractor will be responsible for industry standard packing, which conforms to requirements of carrier's tariffs and Interstate Commerce Commission (ICC) regulations. Containers must be clearly marked as to lot number, destination, address, and purchase order number.

5.48 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

5.49 Risk of Loss. The Contractor will bear all loss of conforming material covered under this Agreement until received by authorized personnel at the location designated in the purchase order or Agreement. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials will remain with the Contractor regardless of receipt.

5.50 Current Products. All products offered in response to this solicitation will be in current and ongoing production; will have been formally announced for general marketing purposes; will be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in the City's solicitation.

5.51 Annual Usage Report. Upon request, the Contractor will furnish to the City an annual usage report delineating the acquisition activity governed by the Agreement. The format of the report will be approved by the City and will disclose the quantity and the dollar value of each agreement item by individual purchasing unit.

5.52 Catalogs/Agreement Price Listing. As applicable, the Contractor will furnish to all requesting departments catalogs at no cost, which will outline agreement prices.

5.53 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.54 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.55 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be

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actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

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This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

FOR THE CITY

By: _____

Its: _____Mayor_____

FOR THE CONTRACTOR

By: Monique Potts

Sr. Bids Rep

Its: _____

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

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EXHIBIT A
SPECIFICATIONS

GENERAL INFORMATION/PURPOSE

Contractor will provide fertilizer, herbicides and pesticides as listed herein provided on an "as needed basis".

GENERAL VENDOR QUALIFICATIONS

The Contractor shall be in compliance with all applicable Federal, State, Local, ANSI and OSHA laws, rules and regulations and all other applicable regulations for the term of this contract.

The Contractor, without additional expense to the City, shall be responsible for obtaining and maintaining any necessary licenses and permits required in connection with the completion of the required services herein.

The Contractor may not subcontract any segment or services covered herein, without prior approval of the Contract Administrator. All subcontractors used under the scope of this contract shall meet all requirements, terms and conditions set forth herein. All subcontracted services shall be warranted by and be the responsibility of the Contractor.

DEFECTIVE PRODUCT:

All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspections, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) days of initial notification.

DELIVERY

Delivery shall be made to the location(s) and schedule contained herein within ten (10) days after receipt of an order or as mutually agreed. The Contractor shall be required to give City representatives delivery notification a minimum of twenty-four (24) hours prior to delivery with the anticipated time of delivery and quantity of units to be delivered. Pallets shall be shrink wrapped if palletized and labeled appropriately. Goods shall be shipped in weather-proof bags. Perforated bags will not be accepted. Goods shall only be accepted after inspection by the authorized agency representative at time of delivery. Shipping documents or bill of lading shall include a brief description of product delivered; quantity of product shipped; EPA Registration Number; delivery ticket number; date and time shipped; customer identification; customer purchase order number; agency's name and address; agency's employee signature, date and employee number; etc.

The following documents are due upon delivery to the City or participating agency:

a. Safety Data Sheets
b. Shipping and/ or Bill of Lading documents

All deliveries shall be made Monday through Friday during regular business hours, typically from 7:00AM to 12:00PM, Arizona Time.

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PRODUCT SPECIFICATIONS

CONTRACTOR shall identify on Exhibit B the brand of product they are bidding.

Non-liquid items listed as 50 lbs. or 1 ton or more, shall be in 50 lb. bags. Items listed as 1 ton or more shall be delivered on a pallet with 40 bags per pallet that is shrink-wrapped. Bulk (loose) item purchases shall be an available option for orders over 20 tons or 200 cubic yards. All pallets supplied with delivery of a product shall be non-refundable and require no deposit.

CONTRACTOR shall store and dispose of all chemicals that are in any way related to performance of this Agreement in compliance with applicable laws.

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EXHIBIT B
PRICING

Group 1 – Fertilizers				
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE
1	32-2-8 with 50% slow release N Brand: Lesco 32-2-4 30% Poly Plus_ Bag Size: 50 lb.	50	Ton	$ 923.60
2	21-0-0 Ammonium Sulfate Fertilizer Brand: __Best 21-0-0 AS_____ Bag Size: __50 lb_____	5	Ton	$ 512.40
3	15.5-0-0 Calcium Nitrate Brand: Tropicote 15.5-0-0 Calcium Nitrate Bag Size: __50 lb._____	3	Ton	$ 538.80
4	18-5-0 with 0.20 Dimension Brand: Lesco Dimension 0.15% 19-0-6 Bag Size: _50 lb._____	60	Ton	$ 1161.20
5	46-0-0 Urea Fertilizer Brand: _Yara Yaravera Sprayable 46-0-0 Bag Size: __50 lb. _____	1	Ton	$ 689.56
6	Dispersal	1	Ton	$ NA
7	21-7-14 Turf Royale with 9.9% Nitrate Nitrogen Brand: _Turf Royale 21-7-14_____ Bag Size: __50 lb. _____	1	Ton	$ 783.60

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Group 2 - Fungicides

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE
8	Subdue Brand: ___Subdue (Agency)_____ Bag Size: ___1 gal_____	1	Gallon	$ 538

Group 3 - Herbicides

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE
9	Gallery Pre-emergent Brand: __Gallery 75 DF_____ Bag Size: ___1 lb._____	400	Pound	$ 122.50
10	Kleenup Pro Herbicide Brand: _Prosecutor Pro_____ Bag Size: ___2.5 gal_____	55	Gallon	$ 16.76
11	Mec Amine D Herbicide Brand: __Amine 400 2,4-D_____ Bag Size: __2.5 gallon_____	2.5	Gallon	$ 19.16
12	Diquat Herbicide Brand: _Tribune_____ Bag Size: __1 gallon_____	20	Gallon	$ 50
13	Reward Herbicide Brand: __Reward (Agency)_____ Bag Size: _____	2.5	Gallon	$79
14	Surflan in 2.5 gallon containers Brand: __Specticle Total_____ Bag Size: __144 oz._____	30	Gallon	$ 83.64

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Group 3 - Herbicides				
15	Fusillade II in 1-quart containers Brand: _Fusillade II_____ Bag Size: ___32 oz._____	8	Gallon	$ 333.48
16	Pendulum Aqua Cap; 2.5 gallon Brand: __Lesco Pre-M Aqua Cap_____ Bag Size: __2.5 gal_____	1000	Gallon	$ 38.90
17	Round Up Pro Concentrate 2.5 gallon Brand: _Roundup Promax_____ Bag Size: ___1.67 gal & 30 gal_____	2.5 1000	Gallon Gallon	$ 64.94 $ 36.58
18	Round Up Quick Pro, in 6.8 lb. jug Brand: _Roundup QuikPro_____ Bag Size: __6.8 lb._____	100	Jugs	$ 83.56
19	Rodeo, in 2.5 gallon containers	5	Gallon	No Bid
20	Celsius 10 oz. bottle Brand: _Celsius (Agency)_____ Bag Size: ___10 oz._____	8	Bottles	$ 104
21	Vanquish 2.5 gallon Brand: _Clear Post_____ Bag Size: ___2.5 gal_____	5	Gallon	$ 95.09
22	Pendulum 3.3 EC; 2.5 gallon	1000	Gallon	NA
23	Evade FL, 2.5 gallon	1000	Gallons	NA

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Group 4 - Insecticides				
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE
24	Du-O-Cide Insecticide	100	Pound	NA
25	Abate 4-E mosquito control	2	Gallons	NA
26	Abate 5% granules	5	Pound	NA
27	Vectobac, in 40 lb. box	10	Boxes	NA
28	VectoLex, in 40 lb. box	5	Boxes	NA
29	Altosid XR tabs Brand: _Altosid 30 day Briquettes_ Bag Size: ___100 pack_____	3	Cases	$ 205.79

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Group 5- Miscellaneous Products				
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE
30	Alco Olive Stop, 1 gallon jugs Brand: __Floral Growth_____ Bag Size: ___1 gal_____	1	Gallons	$ 43.20
31	Turf Trax Marking Dye Brand: __Lesco Tracker_____ Bag Size: ___2.5 gal_____	100	Gallon	$ 17.28
32	Foam Fighter, 1 quart Brand: __Lesco Recede_____ Bag Size: _16 oz_____	16	Quarts	$ 8.50
33	Target Pro Spreader Brand: __Lesco Spreader Sticker _ Bag Size: ___2.5 gal_____	15	Gallon	$ 16.08
34	Agradex, 2.5 gallons	10	Gallon	NA
35	Game-Up	10	Gallon	NA
36	Embark, 1 gallon container	1	Gallon	NA
37	Amdro; granular Brand: __Amdro Pro_____ Bag Size: __25 lb_____	24	Pound	$ 19.42

Group 6- Soil Amendments				
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE
38	Soil Amendments – Mulch suitable for over seeding topdressing. Brand: Soil Conditioner & Seed Cover Bag Size: ___3 cu. Ft._____	200	Cubic Yard	$ 4.99

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EXHIBIT C TO AGREEMENT
INSURANCE

INSURANCE

General.

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

B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

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

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

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

F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

A. *Commercial General Liability-Occurrence Form*. Contractor must maintain "occurrence" form

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

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

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

<u>Pollution Legal Liability Policy:</u>

1. CONTRACTOR shall provide Pollution Legal Liability insurance which shall include coverage for:
   a. On and off-site cleanup of known and unknown pre-existing conditions arising from the Contractor's facility or from the performance of the Contract or.
   b. On and off-site cleanup of conditions arising from the Contractor's facility or from the performance of the Contract.
   c. Third-party claims for on and off-site bodily injury and property damage arising from the performance of the Contract.
   d. Claims resulting in bodily injury, property damage or cleanup costs associated with a pollution condition from transported cargo if the Scope of Services in the Contract requires the transportation of any hazardous materials.

2. Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

   Minimum Limits:
   Per Loss $ 4,000,000
   Products/Completed Operations Aggregate $ 4,000,000,

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The policy shall be endorsed to include the following additional insured language: "The City of Chandler shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

If the Scope of Services in the Contract requires the transportation of any hazardous materials or regulated substances, then the policy shall provide coverage for claims resulting in bodily injury, property damage or cleanup costs associated with a pollution condition from transported cargo.

Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

Additional Policy Provisions Required.

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

1. The Contractor's insurance must contain broad form contractual liability coverage.

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

3. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.

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

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

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7. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

B. *Insurance Cancellation During Term of Contract/Agreement.*

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.

2. Each insurance policy required by the insurance provisions of this Contract/Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten days prior notice may be given. Such notice shall be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect.

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

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

2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

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EXHIBIT D TO AGREEMENT
SPECIAL CONDITIONS

NONE

CHANDLER arizona
Community of Innovation

City Council Memorandum **Cultural Development** **Memo No.** CD 22-002

Date: July 12, 2021
To: Mayor and Council
Thru: Joshua H. Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
Kim Moyers, Cultural Development Director
From: John Owens, Downtown Redevelopment Specialist
Subject: Agreement No. CM1-918-4296, for the Downtown Pedestrian and Wayfinding Plan

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Proposed Motion:

Move City Council approve Agreement No. CM1-918-4296, with J2 Engineering and Environmental Design, for the downtown pedestrian and wayfinding plan, in the amount of $65,000.

Background/Discussion:

Downtown Chandler continues to see development expand beyond the Historic Square. With the additional growth, pedestrian and wayfinding needs have emerged to navigate into and around Downtown Chandler. Though Arizona Avenue currently has a well-defined pedestrian and wayfinding package, it does not address side streets, recent landmarks including the two new public parking garages, or future sign standards in the redevelopment area. To address these needs, staff issued a Request for Proposal for a consultant to evaluate existing pedestrian and wayfinding conditions and create a plan that can be implemented in tandem with Downtown Chandler's future growth.

This plan will include pedestrian wayfinding recommendations throughout downtown, directing vehicles into downtown parking garages, and ways to integrate technology as the Community of Innovation. The consultant will also evaluate access into Downtown Chandler, both for vehicles and alternative modes of transportation. Specific areas of study include brand evaluation, shade analysis, smart city technology such as mobile applications and smart signage, and use of alleyways as pedestrian corridors. The project will incorporate input from the Downtown Chandler Community Partnership and downtown businesses, as well as synchronize with recommendations from the City's Transportation Master Plan and ongoing updates to the South Arizona Avenue Corridor Area Plan (SAZACAP). The total time to complete the plan is 365 days following Notice to Proceed.

Evaluation:

On February 11, 2021, City staff issued a Request for Proposal for the downtown pedestrian and wayfinding plan. Notification was sent to all registered vendors. Twelve proposals were received from the following offerors:

Avia Design Group
Corbin Design, Inc.
Found Design, LLC dba MERJE
Guide Studio, Inc.

Hunt Design
J2 Engineering and Environmental Design
Kerestes-Martin Associates, Inc.
Lokahi, LLC
The MODassic Group, LLC dba CivicBrand
National Sign Plazas, Inc.
Selbert Perkins Design
Urban Atelier

The Evaluation Committee evaluated the proposals and recommends award to J2 Engineering and Environmental Design, which submitted the most advantageous offer to the City in accordance with the evaluation criteria.

Financial Implications:

Cost: $65,000

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.4320.5818.0.6CA619	General Gov't Capital Projects	Downtown Redevelopment	$65,000	Y

Attachments

Agreement

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CHANDLER arizona

City Clerk Document No. _____

City Council Meeting Date: July 15, 2021

CITY OF CHANDLER SERVICES AGREEMENT
DOWNTOWN PEDESTRIAN AND WAYFINDING PLAN
CITY OF CHANDLER AGREEMENT NO. CM1-918-4296

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and J2 Engineering & Environmental Design, LLC, an Arizona limited liability company (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2021 (Effective Date).

RECITALS

A. City proposes to work with a consultant to produce a downtown pedestrian and wayfinding plan as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

B. Contractor is ready, willing, and able to provide the services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

C. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Contractor agree as follows:

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:
Agreement means the legal agreement executed between the City and the Contractor
City means the City of Chandler, Arizona
Contractor means the individual, partnership, or corporation named in the Agreement
Days means calendar days
May, Should means something that is not mandatory but permissible
Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

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Contractor must perform the services described in Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION III: PERIOD OF SERVICE

Contractor must perform the services described in Exhibit A for the term of this Agreement.

Following execution of this Agreement by City, the Contractor will immediately commence work and will complete all services described within 365 days from the date the Contractor is notified to proceed.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit B for performance of the services approved and accepted by the City under this Agreement must not exceed $65,000. Contractor must submit requests for payment for services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work completed on the service during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted services within 30 days of the City's receipt of the request for payment. Contractor bears all responsibility and liability for any and all tax obligations that result from Contractor's performance under this Agreement.

SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the

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subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by the Contractor. In the event the City abandons or suspends the services, or any part of the services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the work Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's work to appraise the work completed. The Contractor will receive compensation in full for services performed to the date of such termination. The fee shall be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

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5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor's property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. The Contractor agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Agreement.

5.8 Notices. Unless otherwise provided, notice under this Agreement must 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 date notice is sent if

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by electronic mail, or (c) 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:

For the City	**For the Contractor**
Name: Christina Pryor	Name: Jeff Velasquez, PLA, ASLA
Title: Purchasing Manager	Title: Vice President & Project Principal
Address: 175 S. Arizona Ave., 3rd Floor Chandler, AZ 85225	Address: 4649 E. Cotton Gin Loop, Suite B2 Phoenix, AZ 85040
Phone: 480 782 2403	Phone: 602 438 2221 x 102
Email: christina.pryor@chandleraz.gov	Email: jvelasquez@j2design.us

5.9 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and the City.

5.10 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between the Contractor and the City, the final determination at the administrative level will be made by the City Purchasing and Materials Manager.

5.11 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

5.12 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by the City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the Contractor desires to change key

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personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Laws. Contractor understands, acknowledges, and agrees to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. All services performed by Contractor must also comply with all applicable City of Chandler codes, ordinances, and requirements. Contractor agrees to permit the City to verify Contractor's compliance.

5.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with§ 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.RS. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding

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for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.24 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons, entities, and projects identified to the City, the services performed by the Contractor under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.25 Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors

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by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

5.26 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a minimum, Contractor must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this Section must survive the termination of this Agreement.

5.27 Jurisdiction and Venue. This Agreement is made under, and must 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. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

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5.28 Survival. All warranties, representations, and indemnifications by the Contractor must survive the completion or termination of this Agreement.

5.29 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.30 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.31 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

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

5.33 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for the City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.34 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

5.35 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.36 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.37 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication

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in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.38 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A - Project Description/Scope of Services
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions

5.39 Special Conditions. As part of the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

5.40 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month, the Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. The Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

5.41 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.42 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Contractor must maintain all applicable City, state, and federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.43 Warranties. Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including,

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but not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.44 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.45 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.46 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

FOR THE CITY	**FOR THE CONTRACTOR**
By: _____	By: Jeffrey Velasquez
Its: Mayor	Its: Vice President

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

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EXHIBIT A TO AGREEMENT
SCOPE OF SERVICES

Task 1: Project Kick Off
The Consultant will:
1. Meet with City staff and stakeholders identified by the City to set expectations for project success.

Task 2: Current State Assessment
The Consultant will conduct:
1. Inventory and evaluation of existing pedestrian corridors and conditions
2. Inventory and evaluation of existing wayfinding conditions (pedestrian and vehicular signage in and immediately surrounding Downtown Chandler)
3. Analysis of alleys as pedestrian corridors
4. Analysis of pedestrian flows
5. Brand evaluation
6. Evaluation of existing shade and shade needs

Task 3: Develop Plan and Future State Recommendations
The Consultant will:
1. Identify implementable smart technology applications such as mobile applications and smart signage
2. Identify implementable wayfinding and sign recommendations
3. Develop recommendations to address shade needs
4. Develop tactical infrastructure improvement recommendations, such as painted crosswalks, traffic calming, etc.
5. Develop recommendations for alley use as pedestrian corridors
6. Develop recommendations to coordinate the Downtown Chandler brand with Downtown Chandler Community Partnership branding efforts in areas including public spaces (the Courtyard) and the Cross-Downtown Path
7. Connect the wayfinding and pedestrian plan with the City's Transportation Master Plan
8. Connect the wayfinding and pedestrian plan with the forthcoming Downtown Chandler Specific Area Plan

Task 4: Present Final Plan and Recommendations
The Consultant will:
1. Present the final plan and recommendations to City staff and stakeholders identified by the City.

Optional Scope of Work Enhancements
At its sole option, the City may elect to incorporate any of the following services in the Scope of Work. The cost of any enhancement will be negotiated between the City and the Consultant prior to incorporation.
- 3-D renderings, visuals and video fly-throughs
- Mock-ups for decision making

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Additional Services

The Contractor may provide other related services upon request from the City.

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EXHIBIT B TO AGREEMENT
COMPENSATION AND FEES

Fees are all-inclusive for the services described in the Scope of Work.

Description	Fees
Task 1: Project Kick Off	$3,200
Task 2: Current State Assessment	$34,300
Task 3: Develop Plan and Future State Recommendations	$23,000
Task 4: Present Final Plan and Recommendations	$4,500
Project Total	**$65,000**

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EXHIBIT C TO AGREEMENT
INSURANCE

INSURANCE

General.

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

B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

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

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

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

F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

A. *Commercial General Liability-Occurrence Form.* Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $2,000,000 for each occurrence, $4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent

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contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

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

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

Additional Policy Provisions Required.

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

1. The Contractor's insurance must contain broad form contractual liability coverage.

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

3. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.

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

6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a

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minimum period of three years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this three year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

7. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

B. *Insurance Cancellation During Term of Contract/Agreement.*

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.

2. Each insurance policy required by the insurance provisions of this Contract/Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten days prior notice may be given. Such notice shall be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect.

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

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

2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

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EXHIBIT D TO AGREEMENT
SPECIAL CONDITIONS

NONE

ITEM 7

CHANDLER arizona
Community of Innovation

City Council Memorandum **Development Services Memo No.** 21-035

Date: July 12, 2021
To: Mayor and Council
Thru: Joshua H. Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
Derek D. Horn, Development Services Director

From: Benjamin Cereceres, City Planner
Subject: PLH20-0057, The Oasis/El Oasis
Request: Use Permit approval for a one-story community center and community gardens
Location: 482 E. Erie Street, approximately one quarter of a mile north of the northwest corner of Chandler Boulevard and Hamilton Street
Applicant: Paul Blue; PMG

Proposed Motion:

Move City Council approve Use Permit, PLH20-0057, The Oasis/El Oasis, located at 482 E. Erie Street, approximately one quarter of a mile north of the northwest corner of Chandler Boulevard and Hamilton Street, subject to the conditions recommended by Planning and Zoning Commission.

Background Data:

- Approximately 1.9 acres
- Subject site is zoned MF-2 (Multi-Family Residential District)
- Use is permitted with Use Permit if compatible and in the best interest of the community

Surrounding Land Use Data:

North	Existing Single-Family residential zoned SF-8.5 (Single-Family District)	South	Across E. Erie Street: Existing mobile home park, single family and multi-family developments zoned MF-1 (Medium-Density Residential District)
East	Existing Single-Family residential zoned SF-8.5 (Single-Family District)	West	Existing mobile home park zoned MF-1 (Medium-Density Residential District)

Proposed Development:

Building Square Footage	5,000 Square feet
Building Height	20 feet (Maximum 35 feet permitted)
Parking Spaces Required	25 spaces

Parking Spaces Provided	25 spaces (2 of the spaces are within the garage)
Days of Operation	Community Garden/Grass Field: Monday – Sunday Community Education Center: Monday Thru Friday Evening Activities: Monday – Saturday Weddings/Quinceaneras: Thursday – Saturday
Hours of Operation	Community Garden/Grass Field: Dusk to Dawn Community Center Community Education Center: 8 AM – 5 PM Evening Activities: 5 PM – 10 PM Weddings/Quinceaneras: 4 PM – 10 PM

Review and Recommendation:

The MF-2 District permits compatible land uses that are in the best interest of the community to be developed with Council approval of a Use Permit. The proposed community center and community garden will result in a land use that is compatible with the surrounding land uses, much like a church may be compatible with surrounding residential properties in any given neighborhood. Planning staff has reviewed the request and finds consistency with the General Plan.

The building includes a large community room than can be broken down into smaller co-working/tutoring/training spaces or a single meeting space serving up to 90 people. It will also include an open work room, public restrooms a generous teaching kitchen and community gardens.

In an effort to prevent parking and noise from negatively impacting adjacent neighborhoods when events are held (i.e., weddings, quinceaneras), the applicant has agreed to stipulations numbered 8 -10 restricting parking to on-site only, restricting noise levels, and requiring a contact phone number be provided to neighbors to resolve complaints quickly and directly.

Public / Neighborhood Notification

- This request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A neighborhood meeting was held on June 1, 2021; 20 neighbors were in attendance, they had general questions and were in support of the proposal.
- As of the writing of this memo, planning staff is not aware of any concerns or opposition to the request.

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting June 16, 2021.
Motion to Approve.

In Favor: 6 Opposed: 0

Recommended Conditions of Approval

Planning staff finds the request is in compliance with the General Plan. Planning and Zoning Commission recommends City Council approve the Use Permit, subject to the following conditions:

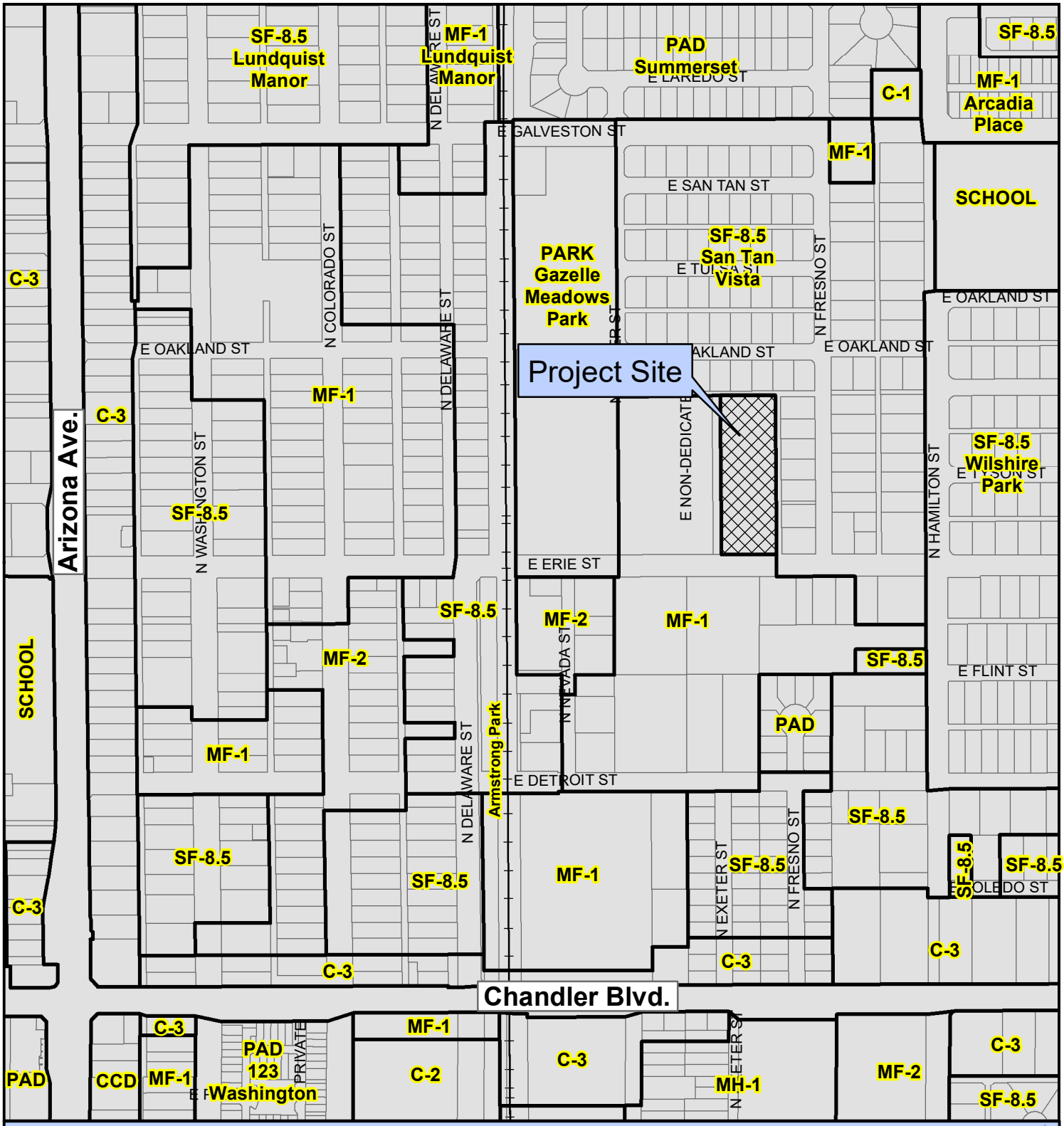
1. Development shall be in substantial conformance with the Development Booklet, entitled “The Oasis/El Oasis” and kept on file in the City of Chandler Planning Division, in File No. PLH20-0057modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified, or supplemented by the Chandler

City Council.
2. The landscaping shall be maintained at a level consistent with or better than at the time of planting.
3. Use Permit approval does not constitute Final Development Plan approval; compliance with the details required by all applicable codes and conditions of the City of Chandler and this Use Permit shall apply
4. The site shall be maintained in a clean and orderly manner.
5. All mechanical equipment, including HVAC, utility meters, etc. shall be screened from view by material(s) that are architecturally integrated and consistent with the proposed buildings
6. Sign packages, including free-standing signs as well as wall-mounted signs, shall be designed in coordination with landscape plans, planting materials, storm water retention requirements, and utility pedestals, so as not to create problems with sign visibility or prompt the removal of required landscape materials.
7. The Use Permit is non-transferable to other locations.
8. Parking for any event held on the subject property shall be limited to on-site parking only.
9. Music shall be controlled so as to not unreasonably disturb area residents and shall not exceed the ambient noise level as measured from the subject site's property line.
10. The organization/operator shall provide a contact phone number of a responsible person to interested neighbors to resolve parking and/or noise complaints quickly and directly.
11. The Use Permit shall remain in effect for two (2) years from the date of City Council approval. Continuation of the Use Permit beyond the expiration date shall require re-application to and approval by the City of Chandler.

Attachments

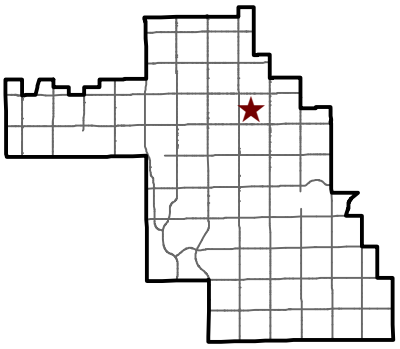
Vicinity Maps

Development Booklet, Attachment A



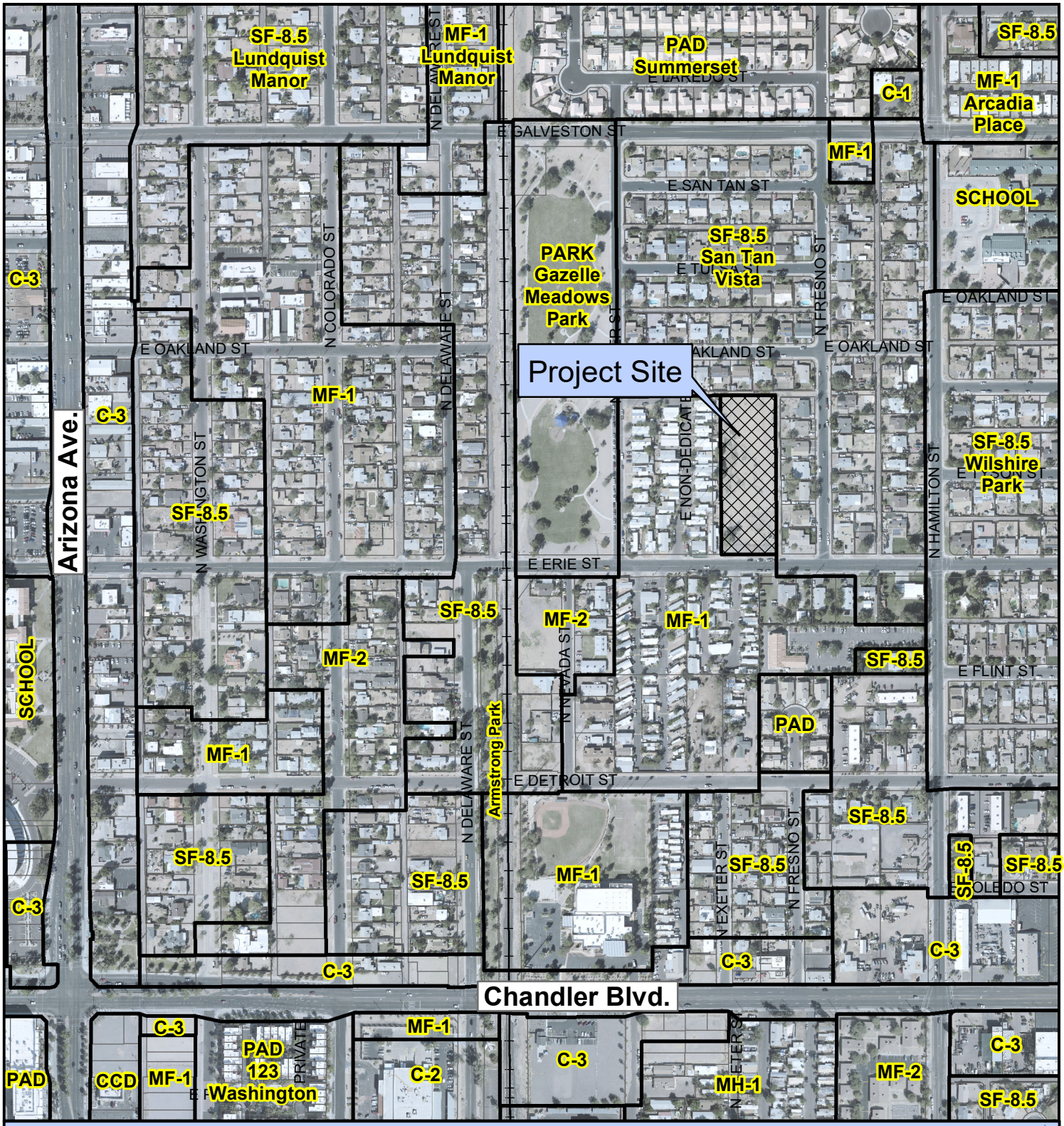
PLH20-0057 The Oasis/El Oasis

Proposed Project Details
Use Permit
482 E. Erie St.
Use Permit for Community Center and Community Gardens



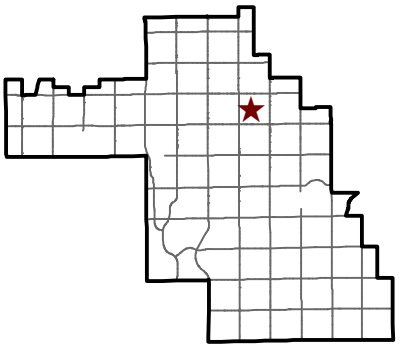
Chandler Arizona
Where Values Make The Difference

City of Chandler Planning Division
chandleraz.gov/planning
For more information visit:
https://gis.chandleraz.gov/planning



PLH20-0057 The Oasis/El Oasis

Proposed Project Details
Use Permit
482 E. Erie St.
Use Permit for Community Center and Community Gardens



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The Oasis/El Oasis – 482 E. Erie Street (APN: 302-65-106)
Updated Written Narrative in Support of a Use Permit Request

Development Narrative

Facility Overview - The Oasis/El Oasis – A Live Love Community Center

The Oasis (El Oasis) will be located at 482 E. Erie St. on a 1.88-acre site [81,814 s.f.] currently zoned MF-2. This project consists of three main components: Plazita, Education, and Community Garden. Each component has a varying level of community involvement and participation, but the goal is that all three components work together. By blending the components of The Oasis, the space becomes a memorable "gathering place", where everyone is welcome and plays a part in building a stronger and safer community. A key element of the project approach is partnering both with the local neighbors as well as P-20 educational partners from both the immediate neighborhoods (Galveston Elementary, Willis Junior High, Chandler High) as well as post-secondary providers including the Maricopa Community College District and ASU.

With an intention to create a functional and beautiful structure while also leaving as much green space as possible, one building will house all the proposed Oasis components. Located at the front of the site, the community center building welcomes people onto a 70'-wide shaded community porch, inviting neighbors to connect and learn with each other. The massing of the building rises from 10-feet at the south up to 20-feet at the north, creating a space that is both respectful of the residential scale of the neighborhood and rises to the community scale to create a space for gathering.

Constructed of a simple material palate – the wood-frame building is clad in a variety of textured and weathered steel, with frameless windows in custom steel boxes. The architecture is both culturally appropriate and timeless without relying on cliche or style. Simple, warm, and rich, the architecture expresses a forward-thinking approach to construction skinned with ordinary materials in a creative manner.

The building, totaling 5,000 square feet, includes a large community room that can be broken down into smaller co-working/tutoring/training space or a single meeting space serving up to 90 people. It will also include an open workroom, public restrooms a generous teaching kitchen, and storage/operations space that can store vehicles and equipment in support of the overall facility and community gardens. Adjacent to the building are 16 parking spaces, including 2 ADA stalls, in addition to the on-street parking.

Use/Activity Descriptions

Plazita - Gathering Together

Creating a beautiful space where our neighbors can relax, breathe deeply, and connect with each other is the heart of The Plazita at The Oasis. The large community room in the center of the building spills out into a covered outdoor patio (within the building roof line) and a turf open space with an exterior shade canopy. This then opens out to the short side soccer field and the gardens at large. Gathered from neighborhood input, there is a need for safe places where

children can play and learn together, and families can spend time together under the shade of a tree celebrating family milestones, such as quinceañeras or reunions. While there is a city park nearby, shade is limited, and the park is subject to flooding at times. The Plazita will provide an additional community accessible safe recreation space for play and supervised activity for children and families. The Plazita is a critical element of the project, as a safe space that will bring community and neighbors together.

Education- Learning Together

The Community Learning component is the most tangible element of the Oasis environment. Tutoring, educational support, and safe spaces for studying will be available for students of all ages after school or during school breaks as needed. Vocational and life skill classes for both students and adults will also be offered, promoting a lifetime learning model that invites all ages and stages of life to be involved. A generous kitchen space will make it possible to teach ground-to-table cooking for all ages, incorporating fresh fruit and vegetables into the traditional foods eaten by neighborhood families. Professional mentor relationships and training programs will be created for community members interested in learning more about a specific occupation or trade, and for helping to develop local entrepreneurial businesses.

Garden - Growing Together

The Community Garden accomplishes multiple goals. Varieties of fruits and vegetables will be seasonally grown, harvested, and shared with neighbors to feed their families. There will also be opportunities for individuals and families in the neighborhood to be involved in planting, nurturing, and harvesting their own food as well. There will be space for crop-style growing as well as smaller community plots - where neighbors can cultivate and care for their own plot. In addition, partnerships with the neighborhood schools will create opportunities for students and teachers to be involved in gardening projects as well.

The overall vision is that The Oasis will have a transforming effect on the community through relationships, generosity, and love.

Landscaping

The approach to site landscaping is focus on providing plantings at the public sidewalk edge that is both complimentary to the surrounding neighborhood while still being inviting to the community, including the incorporation of a walkway from the public sidewalk to the entry porch (front door) of the Community Education Center. This south oriented walkway attaches to a sidewalk that travels north along the west edge of the building, transiting through two-thirds of the site. The focus is to provide pedestrian accessibility to both the facility as well as the community gardens.

Xeriscape plantings and native trees from the approved street tree planting list would be used in the front yard of the property. Landscaping will be used to support screening the garage door

entrance on the west face of the building. The balance of the trees on the site will draw from a variety of drought tolerant species native to central Arizona while provide a variety of alternatives to provide examples of habitats throughout Arizona, including N. Arizona and the Mogollon Rim.

The east and north property lines will provide tree rows that (for the east) separates the site from the alley easement, as well as provide additional screening to the adjoining single-family units.

The intent is to replace the existing sterile site perimeter chain link with variable fencing options that include CMU, decorative steel, and green wall (grid fencing with plantings growing through. The driveway at the southwest corner of the site will incorporate a swing gate, setback from the street frontage.

Immediately north of the Community Education Center, the open/shaded Plaza will be turf as will an adjacent short-sided soccer field. The soccer field will support drainage needs for the site and will be anchored on the north by a variegated 4–6-foot screen wall that provides a separation from the more finely developed southern one-third of the site from the northern Community Gardens.

The community gardens will incorporate raised bed, small plot gardens up through row crops. The current diagram is indicative and will change both with the seasons as well as responding to community preferences for planting types and the curriculum needs of educational partners.

The site is served by Salt River Project flood irrigation infrastructure and this will be the primary source of landscape water for the north portion of the site. Typical xeriscape irrigation will be used along the southern frontage and rights-of-way.

Parking

16 parking stalls (including 2 accessible stalls) are provided along the drive aisle located on the west perimeter of the site. Additionally, two parking stalls will be provided within the garage portion of the building with an additional 3 stalls available at the face of the building. The facility dominantly serves the local community located in relative proximity to the site. As a result, a significant amount of travel to the site is anticipated to be by pedestrians.

Hours of Operation

The site can be broken into two broad uses: the southern Community Education Center/Plaza and the Community Gardens/grass field.

The community gardens/grass field are intended for use from dawn to dusk throughout the year.

The Community Education Center/Plaza are principally intended for use during typical 8am-5pm Monday to Friday, with more limited activity on Saturday and Sunday. The potential for evening activity would principally be Monday to Saturday (5pm-10 pm). The uses are focused on education and neighborhood meetings/community gathering activities. Events, such as weddings and Quinceañaras will typically occur Thursday to Saturday late afternoon into the evening (4pm-10pm).

An on-site employee will be located at the facility during normal business hours.

Live Love Chandler (LLC) – Non-Profit Developer and Operator

Introduction

Live Love Chandler is a community development non-profit dedicated to building strong communities by connecting people and caring for our neighbors. A strong community is demonstrated best by the compassionate actions of its members for each other. We believe connecting with others is the foundation for learning to authentically care for others. Once we truly care for others, we discover we are stronger together, learning, serving, and growing side-by-side. It starts with connecting, and that drives much of what we do at Live Love.

The service area for Liv Love is broadly bounded by Arizona Avenue to the West, the Ivanhoe Street alignment to the North, McQueen to the East, and Chandler Blvd to the South.

Since our start in 2007, Live Love has been primarily funded by donations from our volunteers and loyal supporters. Connecting is the foundation for much of what we do at Live Love, but it is also the foundation for most of how we fund and support those activities. Our donors and volunteers are essential members of our team and directly affect our success. Most business sponsorships and corporate grants given to Live Love have been a direct result of a donor or volunteer making the connection for us. Examples of this include The Grove, Intel, Paypal, JP Morgan Chase & Co., Norwex, Major League Baseball Players Trust, and Isagenix.

History

Since 2007, we have been bringing people together in safe and supportive environments to share, learn, and grow together. With the help of the City of Chandler Neighborhood Programs staff, we have selected neighborhoods that are often overlooked by other service providers; areas where a few residents were working to create healthy growth and change right where they lived. Hours of listening to neighbors on porches and at kitchen tables provided the vision for where to begin.

It started with a large-scale service day where community volunteers were invited to work side-by-side with neighborhood residents on home improvement projects such as painting and

landscaping. This, Live Love Day, became an annual event for several years as we learned to partner with our neighbors in downtown Chandler. As we began to connect more closely with them, we discovered there was a great opportunity to care for our senior adult neighbors on a more regular basis. The monthly Saturday Serve Day was launched in 2009 to connect with and care for our senior adults by assisting with practical and needed assistance. This activity continues to this day, allowing volunteers to build long-term caring relationships with some of our most treasured community members.

Our early years also included neighborhood holiday events. Tents, tables, and chairs would be organized on a central corner and neighbors would gather for potluck style meals with music, art, raffles, family photos, and games. Rain or shine, people would show up for these anticipated block parties, thankful for the chance to connect with each other.

As time went on, it became clear we needed a fixed place to continue our efforts. In 2012, we purchased an abandoned home that we restored with the help of our community. It became a tangible representation of our mission to build community by connecting with and caring for others. Here are some of the ways we have been connecting and caring in Chandler:

Connecting

Our Connecting activities focus on providing opportunities for neighbors to interact in a safe and fun environment where they can get to know each other, build on what they have in common, and tear down the walls that divide them. This has happened through holiday celebrations, neighborhood soccer games, and a variety of workshops and community education events. These activities typically take place at the Live Love House, a home previously known as “the drug house” in the neighborhood.

Key Services - School Break Program
Students in the neighborhood are often home alone during summer, fall and spring break weeks. For this reason, a hands-on learning program was organized to give them a safe place to connect with others. Workshops have included dance, karate, music, art, cooking, and gardening, to name a few. Field trips to local points of interest were also a favorite. We also encouraged reading skills for all ages and snacks to ensure the students were receiving healthy food while out of school.

Key Services - Community Education
To support parents and adults in our neighborhood, we hosted several education series which covered topics they were most interested in. Guest speakers were invited in to speak on topics such as community resources, local government, immigration issues, gang activity and prevention, and drug and alcohol use and prevention. A light dinner was also provided to ensure families could participate who were just coming home from work and school.

Key Services - Soccer at the Park
In response to parents' requests for activities to do with their kids, the monthly Soccer at the Park was started. It has traditionally been kids vs. adults and the rivalry is strong. This has been an easy activity for inviting friends and neighbors, and almost always includes hanging around afterward for pizza or snacks. Everyone is truly disappointed when it becomes too hot to play during the summer months, as the park does not have lights and is not considered by neighbors to be safe at night.

Key Services - Caring
Providing support and practical assistance to our neighbors is the priority of our Caring activities. Bringing together volunteers to work side-by-side with residents as well as supporting local schools, we have been working to restore beauty and dignity in the lives of our neighbors. In whatever way possible, we strive to promote compassionate connections with those we serve, one neighbor to another.

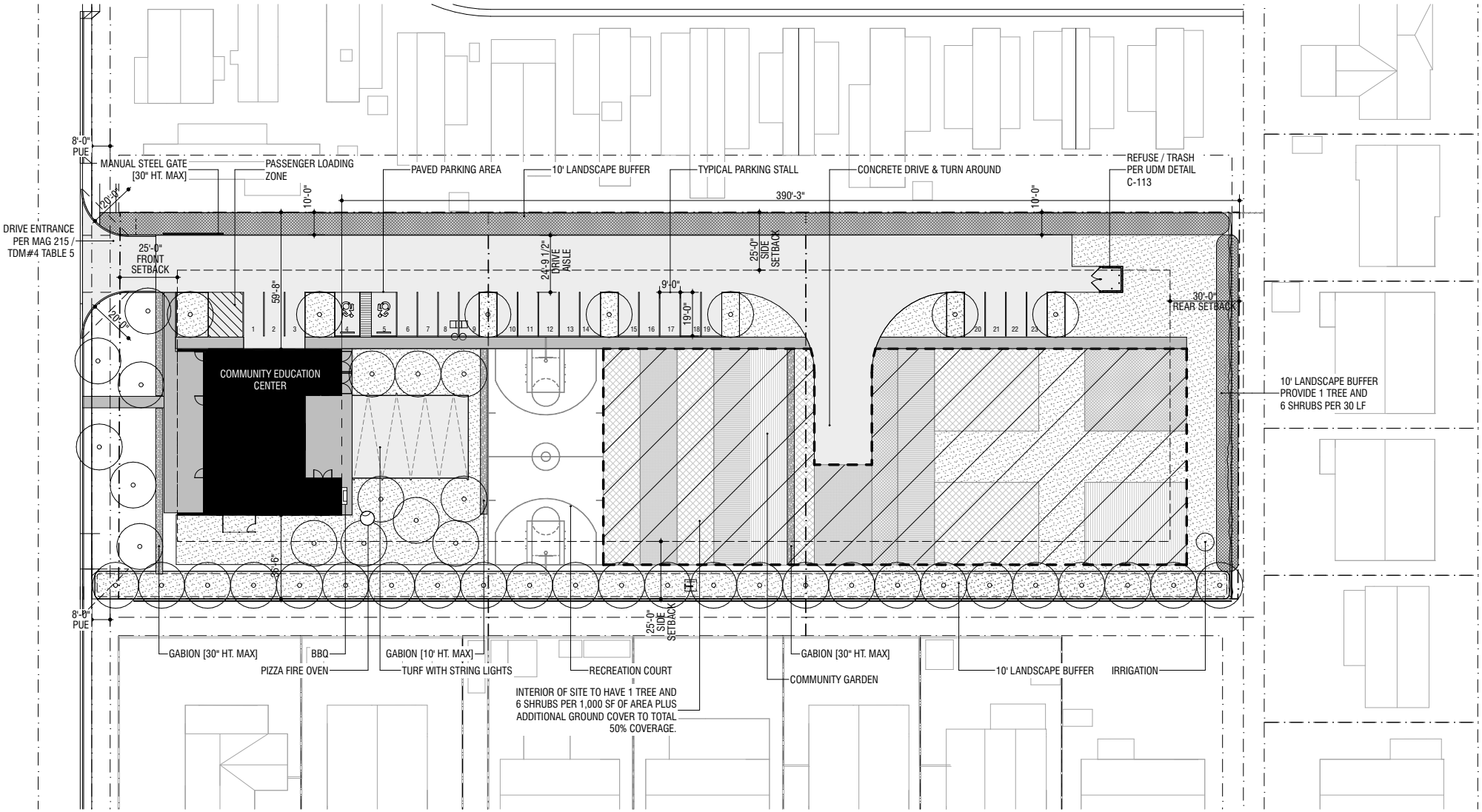
Key Services - Saturday Service Day
Our monthly Saturday Serve days care for the local downtown Chandler community. We do light yard work such as mowing, pulling weeds, & other minor home repairs for those unable to complete these tasks on their own. We also deliver canned food and a friendly smile to the senior adult residents of a local subsidized apartment complex.

Key Services - Mentor/School Support
The Mentor and School Support program works in partnership with our neighborhood schools to support teachers and students on their learning journey. Volunteers helped students at both Willis Jr. High and Sacaton Schools throughout the school year with a wide range of activities, including helping in classrooms, cheering on students at sporting events, leading after school clubs, or even spending a few moments with students at lunch. The goal is to be present in ways that say to both students and teachers: "we see you and care about your success."

Compliance with the Zoning Code
The Applicant sees compliance being demonstrated in two principal ways:

- The proposed physical development is substantially below the density of development and heights that the existing MF-2 zoning permits
- Proposed 6% lot coverage vs allowed 45%
- Proposed 20' maximum building height vs allowed 35'
- Proposed side yard setbacks are in excess of 40' vs allowed 5'

- The landscaping and open space provided on the site represents a material improvement over the scale of open space and landscaping that the typical MF-2 development use would likely propose.



1 OVERALL SITE PLAN

1" = 40'

N

NOTES:
- LOT COVERAGE: [5,000 / 81,814 SF] 0.061% SF
- PARKING PROVIDED: 25 PARKING STALLS [INCLUDING 2 ADA STALLS] [2 STALLS PROVIDED IN GARAGE]
- NO PROPOSED LIGHTING SHALL TRESPASS ONTO ADJACENT PROPERTIES.
- SETBACK ALONG STREET FRONTAGE SHALL PROVIDE 1 TREE AND 6 SHRUBS PLUS ADDITIONAL TO achieve 50% COVERAGE.

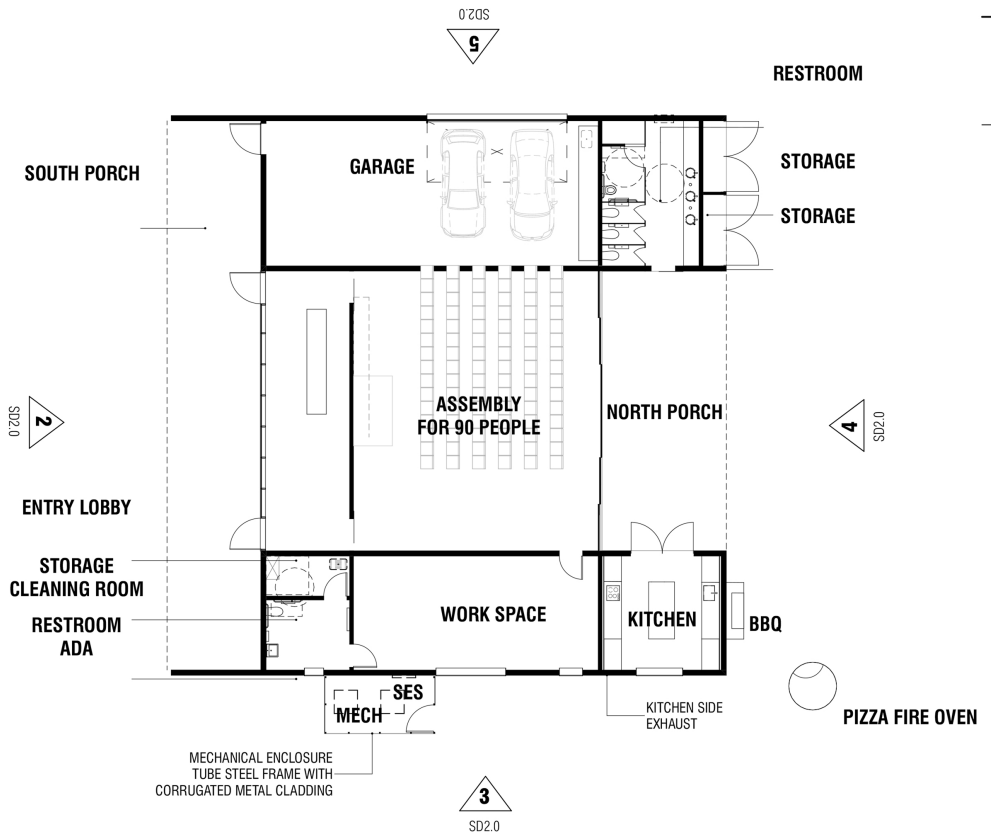
debartolo architects 4450 north twelfth street number 268 phoenix, arizona 85014 tel 602.264.6617 email jack3@debartoloarchitects.com

SD1.0

OASIS

LIVE LOVE
482 east erie street
chandler, arizona 85225

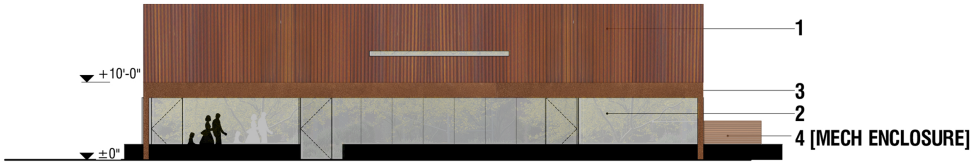
NOTE: REFER TO MATERIALS SHEET [SD3.0] FOR MATERIAL REFERENCES AND NUMBERS INDICATED.



1 FLOOR PLAN

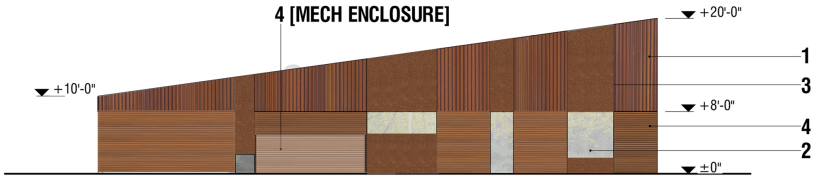
1/16" = 1'-0"

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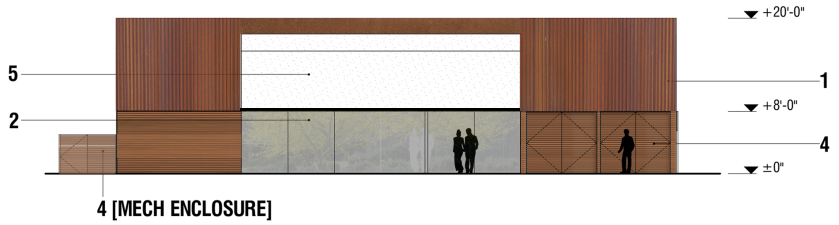
2 SOUTH ELEVATION

1/16" = 1'-0"



3 EAST ELEVATION

1/16" = 1'-0"



4 NORTH ELEVATION

1/16" = 1'-0"



5 WEST ELEVATION

1/16" = 1'-0"

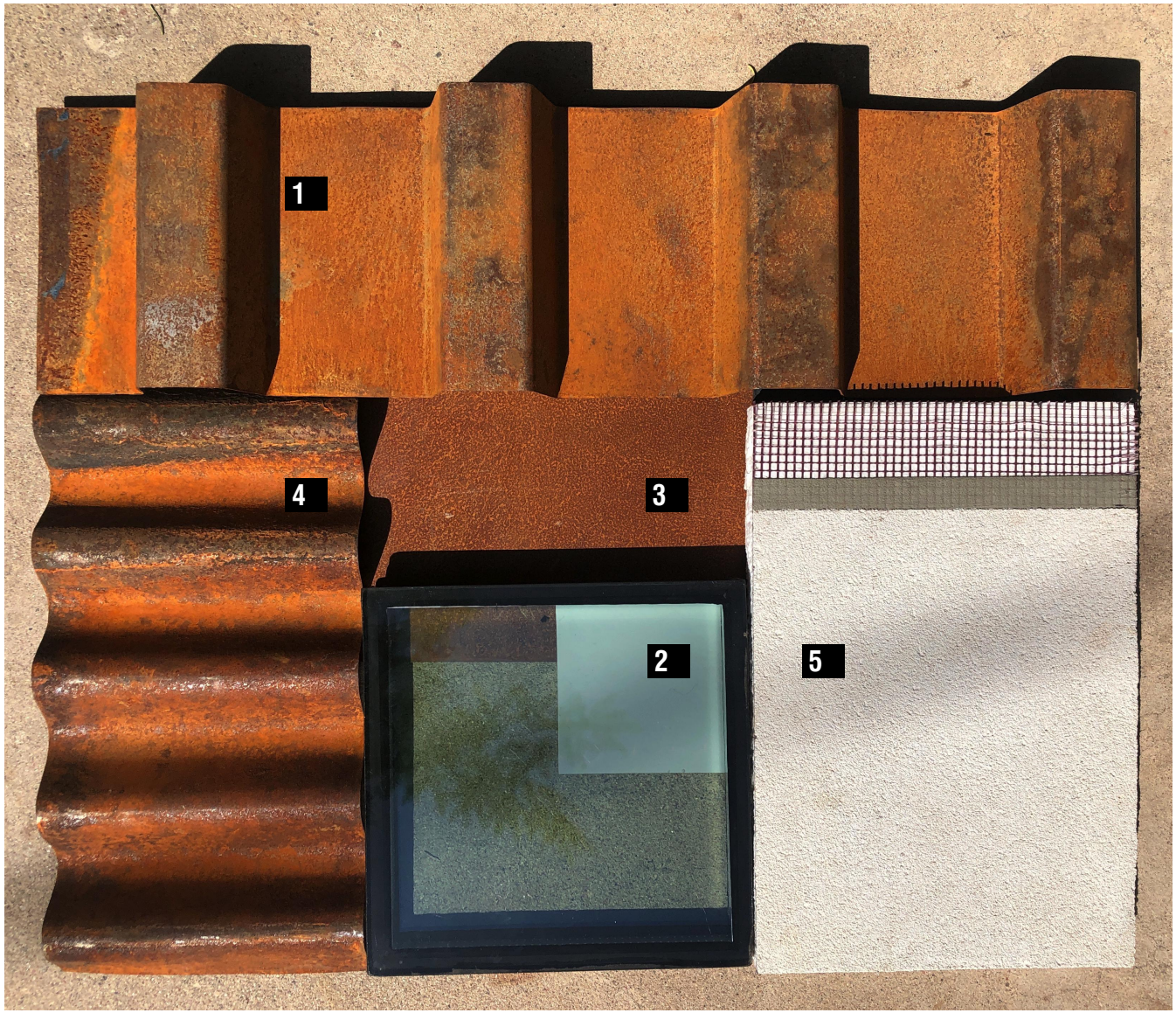
NOTES:
- ROOF TOP VENTS SHALL BE PAINTED TO MATCH ROOF FINISH.
- RESIDENTIAL KITCHEN HOOD SHALL SIDE WALL VENT.
- SES CABINET SHALL BE SCREENED IN MECHANICAL YARD.

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SD2.0

LIVE LOVE
482 east erie street
chandler, arizona 85225

OASIS



1 - WEATHERED BOX RIB DECK

2 - LOW E GLAZING

3 - WEATHERED STEEL

4 - WEATHERED CORRUGATED DECK

5 - STUCCO - PAINT COLOR [DE6373 PORPOISE LRV65]

1 MATERIALS

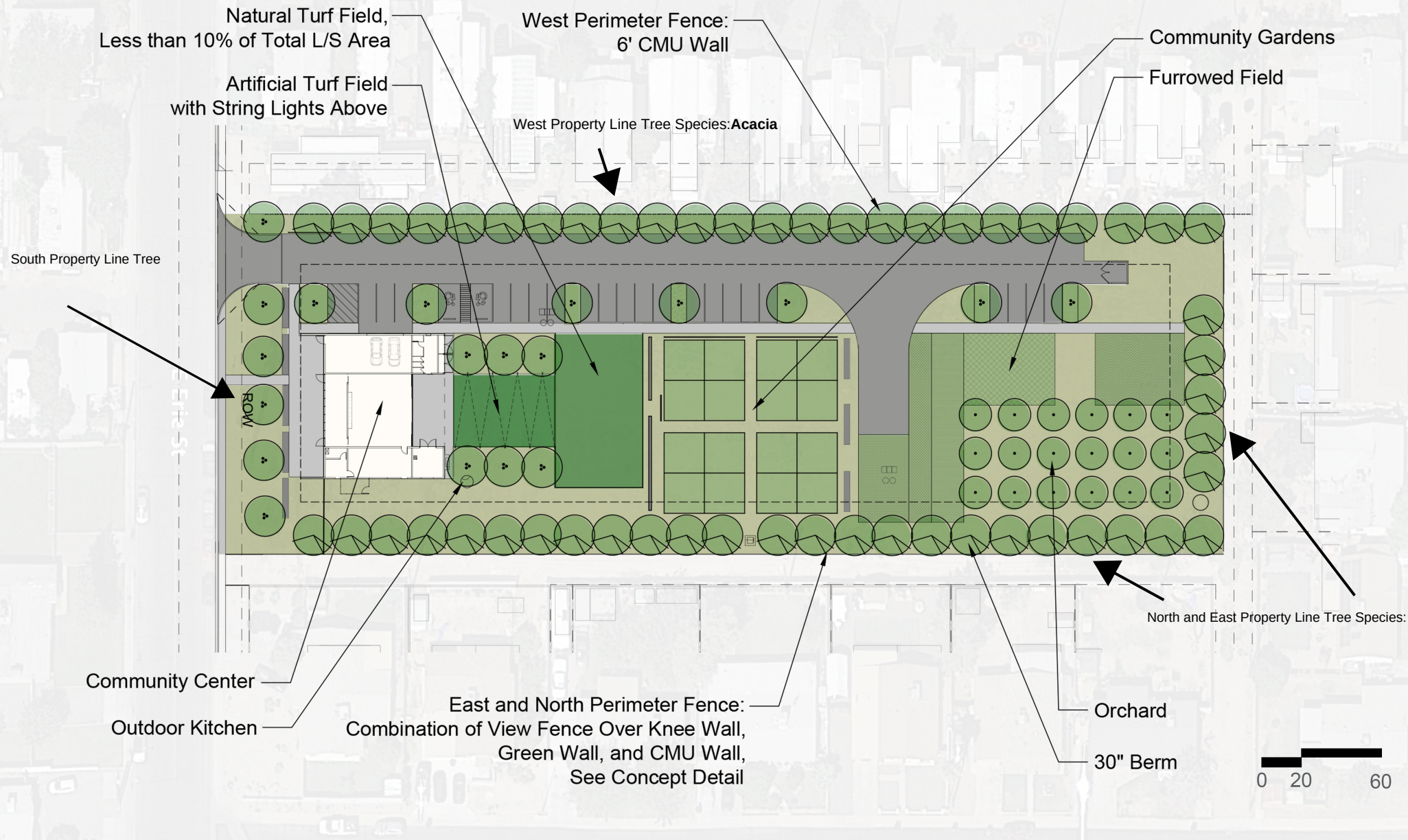
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SD3.0

LIVE LOVE
482 east erie street
chandler, arizona 85225

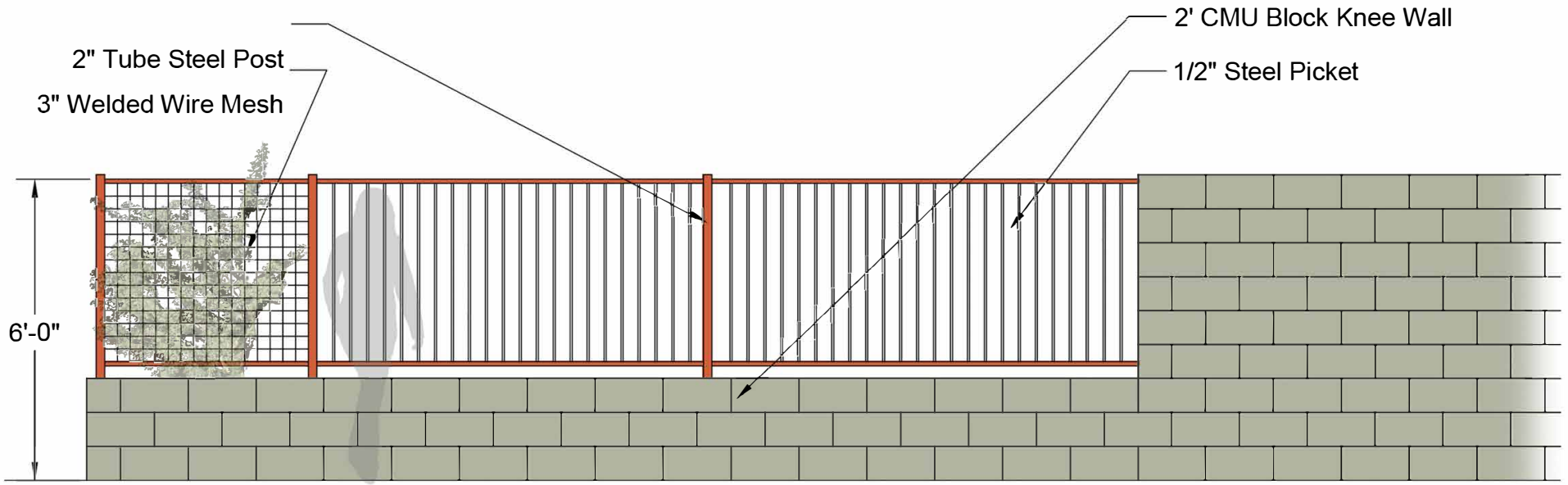
OASIS

LANDSCAPE PLAN OVERVIEW



LANDSCAPE PLAN - FENCE DIAGRAMS

Fence along North and East property lines to vary between vine support (green wall), view fencing and 6' CMU wall. Green Wall and View Fence constructed in combination with 2'-0" high CMU knee wall. Along these alley frontages at every 100', a 20' section of 6' CMU wall will be built. The knee wall visible from alley side, concealed by berm on Oasis side.



Scale: 1/2"=1'-0"

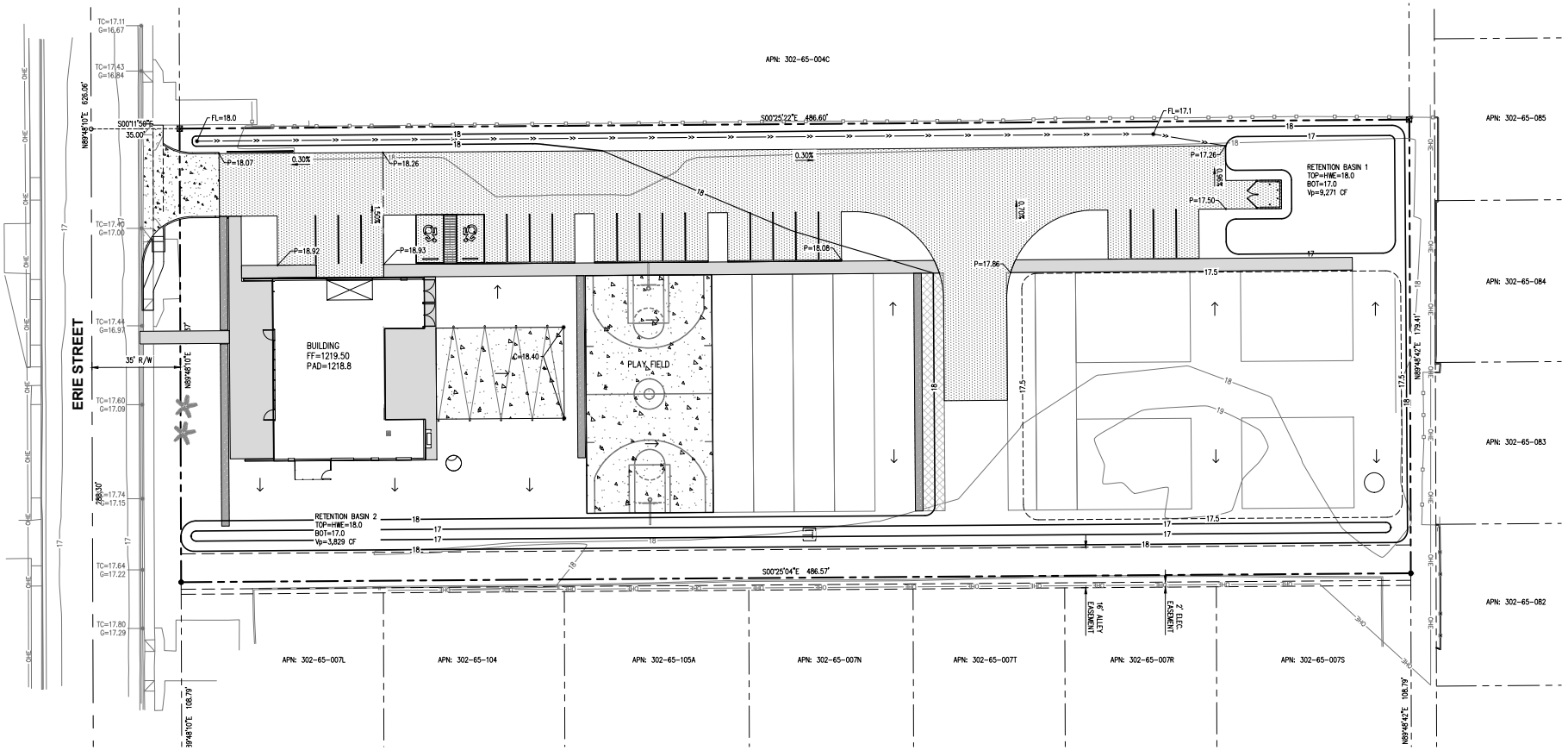
EAST/NORTH FENCE CONCEPT

3-7-21

EL OASIS

KRISTIAN KELLEY LANDSCAPE ARCHITECTURE

PRELIMINARY GRADING PLAN



N

20 10 0 10 20 40

SCALE: 1"=20'

DRAINAGE NOTE:

THE PROPERTY IS LOCATED IN FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) FLOOD ZONE AB. A FLOOD PLAIN USE PERMIT WILL BE REQUIRED PRIOR TO CIVIL PLAN APPROVAL OR PERMIT ISSUANCE. THE ONSITE RETENTION MUST ACCOUNT FOR THE COMPENSATORY FLOOD VOLUME. THIS SITE IS WITHIN THE DETROIT BASIN AREA, THEREFORE, THE 100-YEAR 2-HOUR STORM IS NOT REQUIRED TO BE STORED ONSITE.

Registered Professional Engineer (Civil) CERTIFICATE NO. 33981 WADE E. COOKE Date Signed 3/8/21 ARIZONA, USA

LANDCOR CONSULTING
6859 E. Rembrandt Ave. #124
Mesa, AZ 85212
PH (480) 228-4873
landcorconsulting.com

EL OASIS
PRELIMINARY GRADING PLAN
CHANDLER, ARIZONA

DATE:

REVISIONS:

PRELIMINARY GRADING PLAN

DATE: 3/8/21

PROJ. # : 1567

PGD

1 OF 1

ITEM 8

CHANDLER arizona
Community of Innovation

City Council Memorandum **Development Services** **Memo No.** 21-036

Date:	July 12, 2021
To:	Mayor and Council
Thru:	Joshua H. Wright, Acting City Manager Debra Stapleton, Assistant City Manager Derek D. Horn, Development Services Director
From:	Benjamin Cereceres, City Planner
Subject:	PLH21-0009, Phoenician Medical Center

Proposed Motion:

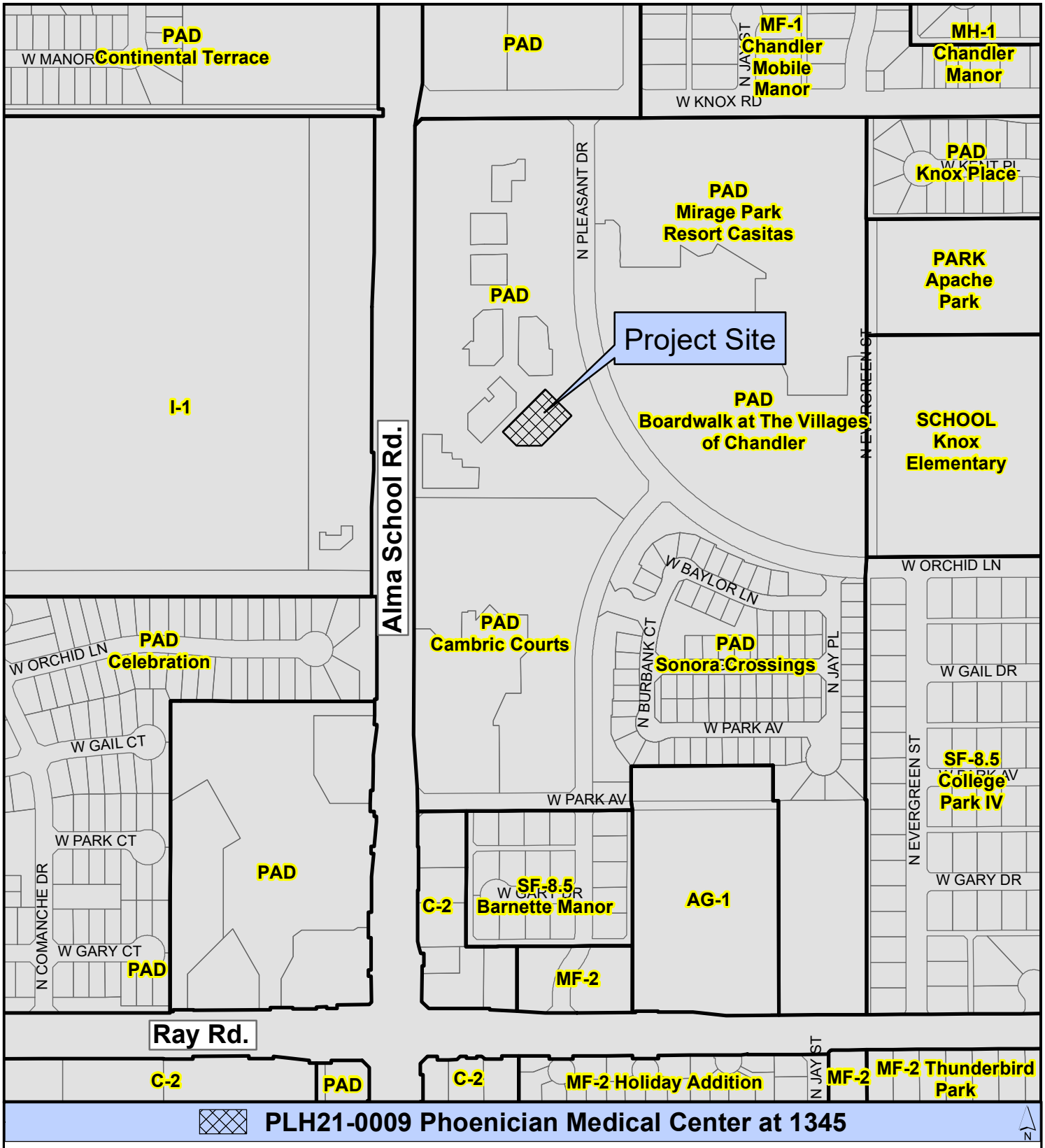
Move City Council continue PLH21-0009, Phoenician Medical Center, located approximately one quarter of a mile north of the northeast corner of Ray and Alma School roads, to the September 23, 2021, City Council Meeting, as recommended by Planning and Zoning Commission.

Background/Discussion

At the June 16, 2021, Planning and Zoning Commission meeting, Commission continued the case to the July 21, 2021, Planning and Zoning Commission meeting for the purpose of providing the applicant additional time for adjustments to be made to the site layout.

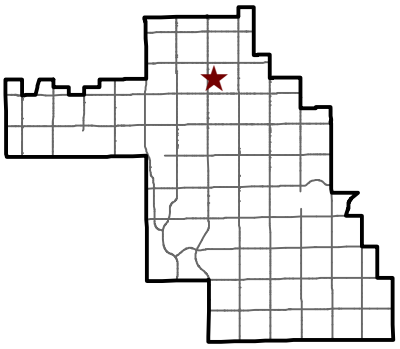
Attachments

Vicinity Maps



PLH21-0009 Phoenician Medical Center at 1345

Proposed Project Details
PDP
0.4 Acres
Medical Office Building (Future)



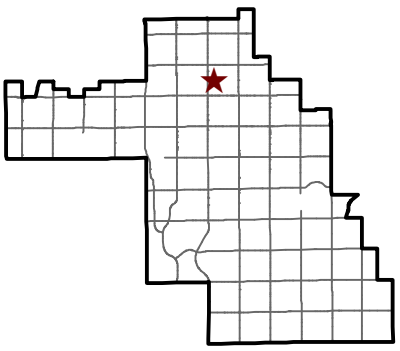
Chandler Arizona
Where Values Make The Difference

City of Chandler Planning Division
chandleraz.gov/planning
For more information visit:
https://gis.chandleraz.gov/planning



PLH21-0009 Phoenician Medical Center at 1345

Proposed Project Details
PDP
0.4 Acres
Medical Office Building (Future)



Chandler Arizona
Where Values Make The Difference

City of Chandler Planning Division
chandleraz.gov/planning
For more information visit:
https://gis.chandleraz.gov/planning

CHANDLER arizona
Community of Innovation

City Council Memorandum **Economic Development Memo No.** ED22-001

Date:	July 12, 2021
To:	Mayor and Council
Thru:	Joshua H. Wright, Acting City Manager Debra Stapleton, Assistant City Manager Micah Miranda, Economic Development Director
From:	Edyie McCall, Economic Development Manager
Subject:	Greater Phoenix Economic Council (GPEC) Agreement for Fiscal Year 2021-22

Proposed Motion:

Move City Council approve the Fiscal Year (FY) 2021-22 agreement with the Greater Phoenix Economic Council (GPEC) for regional economic development services, in the amount of $133,204, for the period of July 1, 2021, through June 30, 2022.

Background/Discussion

The City of Chandler and 21 other communities in the Metro Phoenix area contract with GPEC on an annual basis to receive regional economic development services. The City of Chandler has partnered with GPEC for more than 30 years. Key benefits of this partnership include marketing and business development lead generation.

As part of the City's partnership with GPEC, Economic Development staff participates in regional economic development activities, including responses to GPEC originated business attraction prospects and assisting with the formulation of an Action Plan (Exhibit A). Staff also participates on the Economic Development Directors Team (EDDT) and attends strategic sales missions with GPEC staff.

The annual contract amount for GPEC is based on the State of Arizona Office of Economic Opportunity's 2020 population estimate for Chandler (272,011) multiplied by a fixed amount per capita ($.4897). The City's contracted rate for FY2021-22 is $133,204.

During the last fiscal year, GPEC released 99 Request for Proposals (RFPs) of which Economic Development staff responded to 41. These RFPs provided Chandler with the opportunity to compete for projects that represented the potential to:

- add up to 6,505 jobs;
- absorb up to 3M square feet of office and industrial space; and
- invest up to $712M in capital expenditures.

During the past fiscal year, GPEC and the City of Chandler partnered on two locates, Mechanical Keyboards and Viavi. The average salary for these projects $125,227, which is nearly 202 percent higher than Maricopa County's median wage of $41,488. Over the next three years, these projects have the potential to:

- add more than 273 new jobs in Chandler with a payroll of more than $34M;

- absorb 214,000 square feet of industrial space; and
- invest more than $106M in capital expenditures.

Exhibits in the FY2021-22 contract include an action plan, performance measures, target industries, reporting mechanisms, insurance requirements, and a regional cooperation protocol policy.

Financial Implications: Funds for the FY2021-22 agreement with GPEC, in the amount of $133,204, are available in the Economic Development cost center account 101.1520.5243.0000.

Attachments

GPEC Agreement and Supporting Documents

AGREEMENT BETWEEN
THE GREATER PHOENIX ECONOMIC COUNCIL
AND THE CITY OF CHANDLER
City Contract No. _____

The City Council of the CITY OF CHANDLER, an Arizona municipal corporation (the "City"), has approved participation in and support of the regional economic development program of the GREATER PHOENIX ECONOMIC COUNCIL ("GPEC"), an Arizona non-profit corporation. The purpose of this agreement ("Agreement") is to set forth the regional economic development program that GPEC agrees to undertake, the support that the City agrees to provide, the respective roles of GPEC and the City and the payments of the City to GPEC for the fiscal year July 1, 2021 - June 30, 2022 ("FY2022"). The City and GPEC may be referred to individually in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City and GPEC agree as follows:

I. RESPONSIBILITIES OF GPEC

A. **MISSION:** Attract and grow quality businesses and advocate for Greater Phoenix's competitiveness.

B. **GOALS:** GPEC is guided by and strategically focused on two specific long-range goals:

1. Marketing the region to generate qualified business/industry prospects in targeted economic clusters.

2. Leveraging public and private allies and resources to locate qualified prospects, improve overall competitiveness, and sustain organizational vitality.

C. **RETENTION AND EXPANSION POLICY:**

1. GPEC's primary role is developing the Greater Phoenix region's market intelligence strategy for high wage, base industry clusters in coordination with representatives of GPEC member communities.

2. Retention and expansion of existing businesses within GPEC member communities is primarily a local issue.

3. GPEC will support its member communities' efforts to retain and expand existing businesses through coordinating regional support and providing research on key retention and expansion projects.

4. GPEC will advise its member communities when an existing company contacts GPEC regarding a retention or expansion issue, subject to any legal or contractual non-disclosure obligations.

D. **ACTION PLAN AND BUDGET:** In accordance with the Mission, Goals and Retention Policy set forth above and subject to the availability of adequate funding, GPEC shall implement the Action Plan and Budget adopted by GPEC's Board of Directors, a copy of which has been delivered to the City, receipt of which is hereby acknowledged. A summary of the Action Plan is attached hereto as **Exhibit A** ("GPEC Action Plan"). The City shall be informed of

any changes in the adopted Action Plan which will materially affect or alter the priorities established therein. Such notification will be in writing and will be made prior to implementation of such changes. Notwithstanding the foregoing, the City acknowledges and agrees that GPEC may, in its reasonable judgment in accordance with its own practices and procedures, substitute, change, reschedule, cancel or defer certain events or activities described in the Action Plan as required by a result of changing market conditions, funding availability, unforeseen expenses or other circumstances beyond GPEC's reasonable control. GPEC shall solicit the input of the City on the formulation of future marketing strategies and advertisements. The Action Plan will be revised to reflect any agreed upon changes to the Action Plan.

E. **PERFORMANCE TARGETS:** Specific performance targets, established by GPEC's Executive Committee and Board of Directors, are attached hereto as **Exhibit B** ("GPEC Performance Measures") and shall be used to evaluate and report progress on GPEC's implementation of the Action Plan. In the event of changing market conditions, funding availability, unforeseen expenses or other circumstances beyond GPEC's reasonable control, these performance targets may be revised with the City's prior written approval, or with the prior written approval of a majority of the designated members of GPEC's Economic Development Directors Team ("EDDT"). GPEC will provide monthly reports to the City discussing in detail its progress in implementing the Action Plan as well as reporting the numerical results for each performance measurement set forth in Exhibit B. GPEC shall provide a copy of its annual external audit for the preceding fiscal year to the City no later than December 31, 2021.

In the case of any benchmark which is not met, GPEC will meet with the EDDT to provide an explanation of the relevant factors and circumstances and discuss the approach to be taken in order to achieve the target(s). Failure to meet a performance target will not, by itself, constitute an event of default hereunder unless GPEC (i) fails to inform the City of such event or (ii) fails to meet with EDDT to present a plan for improving its performance during the balance of the term of the Agreement which will constitute an event of default for which the City may terminate this Agreement pursuant to paragraph IV.J. below.

II. RESPONSIBILITIES OF THE CITY

A. **STAFF SUPPORT OF GPEC EFFORTS:** The City shall provide staff support to GPEC's economic development efforts as follows:

1. The City shall respond to leads or prospects referred by GPEC in a professional manner within the time frame specified by the lead or prospect if the City desires to compete and if the lead is appropriate for the City. When available, the City agrees to provide its response in the format developed jointly by EDDT and GPEC.

2. The City shall provide appropriate local hospitality, tours and briefings for prospects visiting sites in the City.

3. The City shall provide an official economic development representative to represent the City on the EDDT, which advises GPEC's President and CEO.

4. The City shall cooperate in the implementation of GPEC/EDDT process improvement recommendations including the use of common presentation formats, exchange of information on prospects with GPEC's staff, the use of shared data systems, land and building databases and private sector real estate industry interfaces.

5. The City shall use its best efforts to respond to special requests by GPEC for particularized information about the City within three business days after the receipt of such request.

6. In order to enable GPEC to be more sensitive to the City's requirements, the City shall, at its sole option, deliver to GPEC copies of any City-approved economic development strategies, work plan, programs and evaluation criteria. GPEC shall not disclose the same to the other participants in GPEC or their representatives.

7. The City shall utilize its best good faith efforts to cause an economic development professional representing the City to attend all marketing events and other functions to which the City has committed itself.

8. The City agrees to work with GPEC to improve the City's Competitiveness and market readiness to support the growth and expansion of the targeted industries as identified for the City in **Exhibit C** ("Targeted Industries").

B. **RECOGNITION OF GPEC:** The City agrees to recognize GPEC as the City's officially designated regional economic development organization for marketing the Greater Phoenix region.

III. ADDITIONAL AGREEMENTS OF THE PARTIES:

A. PARTICIPATION IN MARKETING EVENTS AND PROVISION OF TECHNICAL ASSISTANCE:

Representative(s) of the City shall be entitled to participate in GPEC's marketing events provided that such participation shall not be at GPEC's expense. When requested and appropriate, GPEC will use its best efforts to provide technical assistance and support to City economic development staff for business location prospects identified and qualified by the City and assist the City with presentations to the prospect in the City or their corporate location.

B. COMPENSATION:

1. The City agrees to pay **$133,204** for services to be provided by GPEC pursuant to the Agreement during the fiscal year ending on June 30, 2022, as set forth in this Agreement. This amount is based on approximately $.4897 per capita, based upon the 2020 Office of Economic Opportunity population estimate, which listed the City as having a population of **272,011**. The payment by the City may, upon the mutual and discretionary approval of the board of directors of GPEC and the City Council, be increased or decreased from time to time during the term hereof in accordance with the increases or decreases of general application in the per capita payments to GPEC by other municipalities which support GPEC.

2. Funding of this Agreement shall be subject to the annual appropriations of funds for this activity by the City Council pursuant to the required budget process of the City.

3. Nothing herein shall preclude the City from contracting separately with GPEC for services to be provided in addition to those to be provided hereunder, upon terms and conditions to be negotiated by the City and GPEC.

4. GPEC shall submit invoices for payment on a quarterly basis. The foregoing notwithstanding, if GPEC has not provided the City with the audit required pursuant to paragraph I.E. above no later than December 31, 2021, no payments shall be made hereunder until the City receives the audit report. Invoices and monthly activity reports, substantially in the form of **Exhibit D** ("Reporting Mechanism for Contract Fulfillment") attached hereto, are to be submitted to the address listed under paragraph IV.P.

C. **COOPERATION:**

1. The Parties acknowledge that GPEC is a cooperative organization effort among GPEC and its member communities. Accordingly, the City and GPEC covenant and agree to work together in a productive and harmonious manner, to cooperate in furthering GPEC's goals for FY2022. The City and GPEC further covenant and agree to comply with the Regional Cooperation Protocol, attached hereto as **Exhibit F**, in all material respects.

2. The City agrees to work with GPEC, as necessary or appropriate, to revise the performance measures, and/or benchmarks, and/or goals for the FY2023 contract.

3. The City agrees to work with GPEC during FY2022 to develop a revised public sector funding plan, including a regional allocation formula for FY2023, if determined to be necessary or appropriate.

IV. GENERAL PROVISIONS:

A. **COVENANT AGAINST CONTINGENT FEES:** GPEC warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For a breach or violation of this warranty, the City shall have the right to terminate this Agreement without liability or, in its discretion, to deduct the commission, brokerage or contingent fee from its payment to GPEC.

B. **PAYMENT DEDUCTION OFFSET PROVISION:** GPEC recognizes the provisions of the City Code of the City of Chandler which require and demand that no payment be made to any contractor as long as there is any outstanding obligation due to the City, and directs that any such obligation be offset against payment due to GPEC.

C. **ASSIGNMENT PROHIBITED:** No Party to this agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and have no effect.

D. **INDEPENDENT CONTRACTOR; NO AGENCY:** Nothing contained in this Agreement creates any partnership, joint venture or agency relationship between the City and GPEC. At all times during the term of this Agreement, GPEC shall be an independent contractor and shall not be an employee of City. City shall have the right to control GPEC only insofar as to the results of GPEC's services rendered pursuant to this Agreement. GPEC shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. GPEC shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

E. **INDEMNIFICATION AND HOLD HARMLESS:** During the term of this Contract, GPEC shall indemnify, defend, hold, protect and save harmless the City and any and all of its Councilmembers, officers and employees from and against any and all actions, suits, proceedings, claims and demands, loss, liens, costs, expense and liability of any kind and nature whatsoever, for injury to or death of persons, or damage to property, including property owned by City, brought, made, filed against, imposed upon or sustained by the City, its officers, or employees in and arising from or attributable to or caused directly or indirectly by the negligence, wrongful acts, omissions or from operations conducted by GPEC, its directors, officers, agents or employees acting on behalf of GPEC and with GPEC's knowledge and consent.

Any Party entitled to indemnity shall notify GPEC in writing of the existence of any claim, demand or other matter to which GPEC's indemnification obligations would apply, and shall give to GPEC a reasonable opportunity to defend the same at its own expense and with counsel reasonably satisfactory to the indemnified Party.

Nothing in this Subsection E shall be deemed to provide indemnification to any indemnified Party with respect to any liabilities arising from the fraud, negligence, omissions or willful misconduct of such indemnified Party.

F. **INSURANCE:** GPEC shall procure and maintain for the duration of this Agreement, at GPEC's own cost and expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with this Agreement by GPEC, its agents, representatives, employees or contractors, in accordance with the Insurance Requirements set forth in **Exhibit E** ("Insurance Requirements"), attached hereto. The City acknowledges that it has received and reviewed evidence of GPEC's insurance coverage in effect as of the execution of this Agreement.

G. **GRATUITIES:** The City may, by written notice to GPEC, terminate the right of GPEC to proceed under this Agreement upon one (1) calendar day notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by GPEC, or any agent or representative of GPEC, to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of such contract; provided that the existence of the facts upon which the City makes such findings shall be an issue and may be reviewed in any competent court. In the event of such termination, the City shall be entitled to pursue all legal and equitable remedies against GPEC available to the City. Activities by an officer or employee of the City while engaged in official business with GPEC, shall not be deemed a gratuity.

H. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Agreement, GPEC agrees as follows:

1. GPEC will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age or disability. GPEC shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, gender, sexual orientation, national origin, age or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

GPEC agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. GPEC will, in all solicitations or advertisements for employees placed by or on behalf of GPEC, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, sexual orientation, national origin, age or disability.

3. GPEC will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to Agreements or subcontracts for standard commercial supplies or new materials.

4. Upon request by the City, GPEC shall provide City with information and data concerning action taken and results obtained in regard to GPEC's Equal Employment Opportunity efforts performed during the term of this Agreement. Such reports shall be accomplished upon forms furnished by the City or in such other format as the City shall prescribe.

I. **COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS REQUIRED.** GPEC understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986, the Drug Free Workplace Act of 1989 and the American with Disabilities Act, and agrees to comply therewith in performing under any resultant agreement and to permit City inspection of its records to verify such compliance.

1. GPEC warrants to the City that, to the extent applicable under A.R.S. §41-4401, GPEC is in compliance with all Federal Immigration laws and regulations that relate to its employees and with the E-Verify Program under A.R.S. §23-214(A). GPEC acknowledges that a breach of this warranty by GPEC or any subconsultants providing services under this Agreement is a material breach of this Agreement subject to penalties up to and including termination of this Agreement or any applicable subcontract. The City retains the legal right to inspect the papers of any employee of GPEC or any subconsultant who works on this Agreement to ensure compliance with this warranty.

2. The City may conduct random verification of the employment records of GPEC and any of its subconsultants who work on this Agreement to ensure compliance with this warranty.

3. The City will not consider GPEC or any of its subconsultants who work on this Agreement in material breach of the foregoing warranty if GPEC and such subconsultants establish that they have complied with the employment verification provisions prescribed by 8 USCA § 1324(a) and (b) of the Federal Immigration and Nationality Act and the e-verify requirements prescribed by Arizona Revised Statutes § 23-214(A).

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

5. GPEC certifies that it is not currently engaged in and agrees for the duration of the Agreement not to engage in a boycott of Israel as defined in A.R.S. § 35-393

J. **TERMINATION.** City shall have the right to terminate this Agreement if GPEC shall fail to duly perform, observe or comply with any covenant, condition or agreement on its part under this Agreement and such failure continues for a period of 30 days (or such shorter period as may be expressly provided herein) after the date on which written notice requiring the failure to be remedied shall have been given to GPEC by the City; provided, however, that if such performance, observation or compliance requires work to be done, action to be taken or conditions to be remedied which, by their nature, cannot reasonably be accomplished within 30 days, no event of default shall be deemed to have occurred or to exist if, and so long as, GPEC shall commence such action within that period and diligently and continuously prosecute the same to completion within 90 days or such longer period as the City may approve in writing. The foregoing notwithstanding, in the event of circumstances which render GPEC incapable of providing the services required to be performed hereunder, including, but not limited to, insolvency or an award of monetary damages against GPEC in excess of its available insurance coverage and assets, the City may immediately and without further notice terminate this Agreement.

K. **RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS.** GPEC's performance hereunder shall be in material compliance with all applicable federal, state and local health, environmental, and safety laws, regulations, standards, and ordinances in effect during the performance of this Agreement.

L. **INSTITUTION OF LEGAL ACTIONS.** Any legal actions instituted pursuant to this Agreement must be filed in the county of Maricopa, State of Arizona, or in the Federal District Court in the District of Arizona. In any legal action, the prevailing Party in such action will be entitled to reimbursement by the other Party for all costs and expenses of such action, including reasonable attorneys' fees as may be fixed by the Court.

M. **APPLICABLE LAW.** Any and all disputes arising under any Agreement to be awarded hereunder or out of the proposals herein called for, which cannot be administratively resolved, shall be tried according to the laws of the State of Arizona, and GPEC shall agree that the venue for any such action shall be in the State of Arizona.

N. **CONTINUATION DURING DISPUTES.** GPEC agrees that, notwithstanding the existence of any dispute between the Parties, each Party shall continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by an Arizona court of competent jurisdiction.

O. **CITY REVIEW OF GPEC RECORDS.** GPEC must keep all Agreement records separate and make them available for audit by City personnel upon request.

P. **NOTICES.** Any notice, consent or other communication required or permitted under this Agreement shall be in writing and shall be deemed received at the time it is personally delivered, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, three (3) days after the notice is deposited in the United States mail addressed as follows:

If to City: Micah Miranda
Economic Development Director
City of Chandler
PO Box 4008, MS 416
Chandler, Arizona 85244
Phone: 480-782-3035
FAX: 480-782-3040

If to GPEC: Chris Camacho
President and Chief Executive Officer
Greater Phoenix Economic Council
Two North Central Avenue, Suite 2500
Phoenix, Arizona 85004-4469
Phone: (602) 256-7700
FAX: (602) 256-7744

Any time period stated in a notice shall be computed from the time the notice is deemed received. Either Party may change its mailing address or the person to receive notice by notifying the other Party as provided in this paragraph.

Q. **TRANSACTIONAL CONFLICT OF INTEREST.** All Parties hereto acknowledge that this Agreement is subject to cancellation by the City pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

R. **NONLIABILITY OF OFFICIALS AND EMPLOYEES.** No member, official or employee of the City will be personally liable to GPEC, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to GPEC or successor, or on any obligation under the terms of this Agreement. No member, official or employee of GPEC will be personally liable to the City, or any successor in interest, in the event of any default or breach by the GPEC or for any amount which may become due to the City or successor, or on any obligation under the terms of this Agreement.

S. **NO WAIVER.** Except as otherwise expressly provided in this Agreement, any failure or delay by any Party in asserting any of its rights or remedies as to any default, will not operate as a waiver of any default, or of any such rights or remedies, or deprive any such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

T. **SEVERABILITY.** If any provision of this Agreement shall be found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law, provided that the fundamental purposes of this Agreement are not defeated by such severability.

U. **CAPTIONS.** The captions contained in this Agreement are merely a reference and are not to be used to construe or limit the text.

V. **NO THIRD PARTY BENEFICIARIES.** No creditor of either Party or other individual or entity shall have any rights, whether as a third-Party beneficiary or otherwise, by reason of any provision of this Agreement.

W. **DISCLOSURE OF CONFIDENTIAL INFORMATION IF REQUIRED BY LAW.** This agreement allows the Parties to disclose Confidential Information, as defined below, to each other under the following terms. In the opinion of the Parties to this Agreement: (1) the Confidential Information is the proprietary property of the Parties and is strictly confidential and privileged pursuant to, among other laws, A.R.S. §§ 44-401, et seq., (2) the release of the Confidential Information provided could cause harm to the Parties' competitive position, (3) the Confidential Information is potentially personal and private, and (4) the Confidential Information is exempt from disclosure under the Arizona Public Records and Open Meeting Laws, A.R.S. § 39-121, et seq. The Agreement does not license, assign, or convey any intellectual property or proprietary rights from any Party to any other Party.

"Confidential Information" means non-public information, know-how, or trade secrets in any form, that:

1. Are designated as being confidential; or
2. A reasonable person knows or reasonably should understand to be confidential.

The City must comply with and may be subject to certain disclosure requirements under the Arizona public records law (A.R.S. § 39-101, et seq.). The City may disclose Confidential Information if required to comply with a court order or other government demand that has the force of law. Prior to disclosure, the City must:

1. Seek the highest level of protection available; and
2. Give GPEC reasonable prior notice of the request for records and identified responsive documents to allow them to seek a protective order, unless such notice is not permitted under law.

X. **ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS.** This Agreement may be executed in up to three (3) duplicate originals, each of which is deemed to be an original. This Agreement, including nine (9) pages of text and the below-listed exhibits which are incorporated herein by this reference, constitutes the entire understanding and agreement of the Parties.

Exhibit A – GPEC Action Plan
Exhibit B – GPEC Performance Measures
Exhibit C – Targeted Industries
Exhibit D – Reporting Mechanism for Contract Fulfillment
Exhibit E – Insurance Requirements
Exhibit F – Regional Cooperation Protocol

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City or GPEC, and all amendments hereto must be in writing and signed by the appropriate authorities of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have executed the Agreement this _____ day of _____, 2021.

CITY OF CHANDLER, an Arizona municipal corporation

By: _____
Kevin Hartke, Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

GREATER PHOENIX ECONOMIC COUNCIL,
an Arizona nonprofit corporation

By: _____
Chris Camacho
President & Chief Executive Officer



Greater Phoenix Economic Council

Greater Phoenix Economic Council

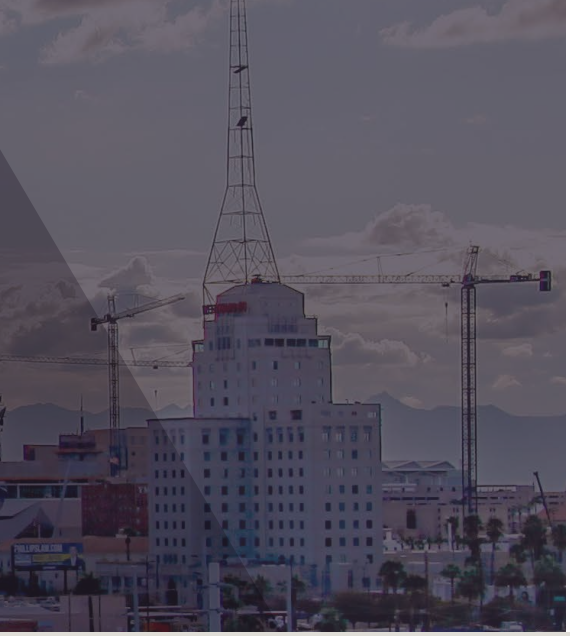
Action Plan

Fiscal Year 2022



Our Mission:

To attract and grow quality businesses, and advocate for Greater Phoenix's competitiveness.



"Through it all, our prospect pipeline has rebounded from the economic downturn and is more robust than ever."

- Chris Camacho
President & CEO
Greater Phoenix Economic Council



A letter from Chris Camacho

President & CEO, Greater Phoenix Economic Council

Over the past year, our organization, our community and the world has been through one of the greatest ordeals it has ever faced with the COVID-19 pandemic. Yet GPEC rose to the challenge and was named the top economic development organization in the U.S. by the International Economic Development Council. We developed resources and programs to support small businesses as they navigated new federal programs. We supported our partners in diversity and equity initiatives. We focused on educating our region on issues important to the community through our Regional Reports. Through it all, our prospect pipeline has rebounded from the economic downturn and is more robust than ever.

The organization is committed to continuing that momentum going forward in the final year of our three-year Strategic Plan. We will amplify our brand regionally, nationally and globally. We will build on our data science capabilities to create new and innovative ways to attract businesses and convey our message to our stakeholders. And we will develop strategies and policies to build a resilient economy.

Through these efforts GPEC impacts the community one business, one job, one life at a time because we are Greater Phoenix, Greater Together.

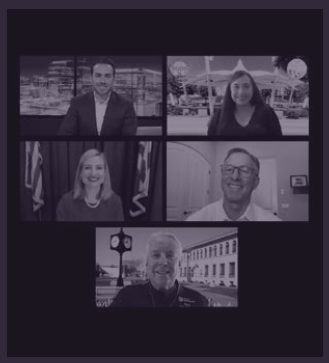




















Photos Courtesy: @earlybirdphx, @equalityarizona, Mayo Clinic Arizona, @phxskyharbor

Strategic Plan Goals

GPEC's FY20-22 Strategic Plan establishes a framework where GPEC will drive the transformation of Greater Phoenix into the place where all businesses and residents can create their own success through programs that target equity, innovation and quality jobs. This will be accomplished through two overarching goals that drive the organization forward:

Goal #1
Redefine regional economic resilience and competitiveness to meet 21st century challenges and opportunities

Goal #2
Demonstrate what it means to be a best-in-class economic development organization

FY22 is the final year of GPEC's current strategic plan. The tactics and milestones outlined in the FY22 Action Plan build on the activities of the previous two fiscal years to propel the organization towards the completion of these goals.



Tactics & Milestones

GOAL #01

Elevate our organizational and regional brand locally, nationally and globally

Greater Phoenix is rapidly gaining recognition as a top tier market to do business, in part due to the elevation of the region's brand. In FY21 GPEC was named the #1 economic development organization in the U.S. In FY22 GPEC will build on this success to strengthen the region's position by using data-driven messaging to effectively tell our story both locally and globally. The organization will increase recognition of our brand by developing strategies for brand maintenance and improving our website presence. And we will enhance communication with our stakeholders through analytics and marketing automation tactics.

Tactics:

- Communicate the Greater Phoenix value proposition regionally, nationally and globally.
- Continue to build on the recent refresh to increase the perception of the GPEC brand.
- Improve GPEC's website presence.
- Enhance ongoing communication with GPEC stakeholders through marketing automation to cultivate leads.

Milestones:

- Develop processes and a cadence to identify significant data releases that GPEC can use to tell the regional story and strengthen its position.
- Construct strategies and methods to support brand maintenance.
- Build on the current website to ensure greater accessibility and usability by GPEC's target audiences.
- Increase the use of analytics into marketing automation campaigns.

Strategic Plan Objectives:

- ☑ Elevate the brand identity using new forms of media to deepen our reach into targeted markets
- ☑ Create an enhanced and efficient stakeholder engagement model

GOAL #02

Attract and grow quality businesses through established programs and new models

As we come out of a year of economic uncertainty, Greater Phoenix is well positioned to attract new projects to the region going forward. GPEC will generate prospects and locates by focusing on a combination of core and emerging business attraction strategies, conducting outreach to key brokers and multipliers while also executing direct company targeting campaigns. The organization will also leverage TSMC and Intel's recent investments in Greater Phoenix to aggressively target the microelectronics industry.

Tactics:

- Conduct outreach to key brokers and site selectors.
- Nurture contacts cultivated in the California omnichannel campaign launched in FY21 to directly generate prospects and leads.
- Implement the region's Foreign Direct Investment (FDI) Plan.
- Engage with local venture capital and investment firms to demonstrate the value of GPEC services.
- Develop touch points with prospects and leads in the microelectronics and applications ecosystems.

Milestones:

- Develop and maintain relationships with referral sources through in person and virtual engagement.
- Increase leads and prospects from California.
- Execute the priority strategies in the FDI Plan.
- Build relationships with the investment community to increase connectivity to capital in the market.
- Increase jobs and prospects within the microelectronics and applications ecosystem.

Strategic Plan Objectives:

- ☑ Expand tools and processes to create new top-line metrics that increase outcome-driven collaboration and coordination
- ☑ Utilize market and industry intelligence to drive economic diversification and resilience

GOAL #03

Drive the region forward through enhanced research and data analytics capabilities

Quality data is the basis for informed business decisions. Over the past two fiscal years, GPEC has architected a data science strategy to enhance the organization's analytic capabilities. In FY22, the organization will continue to build on these efforts by honing our tools and data visualizations to increase regional knowledge with our stakeholders and prospects. The organization will also evaluate the region's targeted industries to position the region for future growth and highlight our value proposition.

Tactics:

- Demonstrate Greater Phoenix's value proposition in targeted industries.
- Analyze Greater Phoenix's current target industries and examine trends in emerging sectors to position the region for future growth.
- Optimize the organization's tools, databases and resources.
- Expand data visualization infrastructure to provide better industry knowledge to our leads and prospects.

Milestones:

- Evaluate existing use cases to ensure the right industries are being targeted and create dynamic use cases to better demonstrate Greater Phoenix's value proposition.
- Conduct a study to identify targeted industries to align with the development of the organization's next strategic plan.
- Create market intelligence and insight reports highlighting current and future industry trends.
- Develop new tools that highlight the region's value, including business intelligence tools that engage GPEC's network.
- Increase access to GPEC's central data repository for investors and communities to increase regional knowledge.

Strategic Plan Objectives:

- ☑ Promote initiatives that reinforce the region as a place to test, launch and advance innovation
- ☑ Utilize market and industry intelligence to drive economic diversification and resilience
- ☑ Deepen internal expertise and upgrade research and analytic capacity

GOAL #04

Promote stakeholder engagement through meaningful content

GPEC cannot be successful without our investors and member communities whose unparalleled commitment to the region supports the organization. To increase stakeholder engagement and foster meaningful connections, we will continue with our dynamic Ambassador programming and cultivate strong relationships with our certified Ambassadors. The organization will raise the profile of the region through dynamic Regional Reports. Finally, GPEC will increase connections between our investors and locates by highlighting the region's assets to new companies in the market.

Tactics:

- Increase stakeholder engagement and foster meaningful connections.
- Raise the profile of the region and organization by developing nationally leading content.
- Cultivate strong relationships with certified Ambassadors.
- Better connect GPEC investors with locates and prospects.
- Continue to build on the organization's sound financial position.

Milestones:

- Create education forward Ambassador programming.
- Curate Regional Reports on dynamic topics related to current events.
- Develop pathways for engagement with certified Ambassadors by building on the cohort model.
- Develop collateral highlighting the region's educational, utility and other industry assets.
- Explore new resources for organizational funding and retain current funding.

Strategic Plan Objectives:

- ☑ Increase and diversify GPEC's financial resources in alignment with regional priorities
- ☑ Create an enhanced and efficient stakeholder engagement model

GOAL #05

Build a resilient economy through comprehensive planning that focuses on inclusion, diversity and equity

Building an equitable economy has never been more important. In FY22, the organization will focus on tracking indicators critical to equity and inclusion to ensure Greater Phoenix grows in a sustainable manner. GPEC will also take a deeper look at its competitor markets to understand emerging trends and support policy that ensures the region stays competitive. Finally, the organization will conduct its biennial mission to Washington, D.C. to educate the federal delegation on issues relevant to the region.

Tactics:

- Intentionally evaluate Greater Phoenix competitive position relative to other states through detailed research.
- Advocate for the region's competitiveness.
- Focus on issues of equity, inclusion and resiliency to ensure Greater Phoenix grows in a sustainable manner.
- Modernize the innovation ecosystem at GPEC and in Greater Phoenix.
- Support the economic development strategies of local communities to build a more resilient region.
- Educate the federal delegation on issues important to Greater Phoenix.

Milestones:

- Synthesize the results of competitor market analyses to inform staff on emerging trends.
- Develop and support policy modernization programs that will ensure the region stays competitive.
- Educate on the issues of environmental sustainability related to industries of the future.
- Track indicators critical to equity and inclusion; convene and partner with local leadership to promote equity and inclusion.
- Partner with organizations to advance healthcare innovation and the creation of new innovation centers.
- Engage with GPEC communities regularly through the Community Partnership Program, market tours, and meetings with the Economic Development Directors Team to provide research and business development support.
- Conduct the biennial Washington, D.C. mission.

Strategic Plan Objectives:

- ☑ Promote initiatives that reinforce the region as a place to test, launch and advance innovation
- ☑ Develop regional resilience programs
- ☑ Change the paradigm among community and civic leadership to one that prioritizes education, job access and intentional long-term investment into drivers of competitiveness

Be a leader in economic development through relentless commitment to organizational culture and *The GPEC Way*

GPEC has been recognized for its leadership in the economic development profession, including being named the top organization in the U.S. by the International Economic Development Council. In order to maintain that position, the organization will recruit and retain staff that are well respected in the industry and increase knowledge between departments. Externally, GPEC will lead the profession by serving in national leadership roles that advance economic development.

Tactics:

- Increase knowledge management between departments.
- Support professional development opportunities for staff with a focus on leadership.
- Seek and maintain national leadership roles to support the advancement of modern economic policies.
- Assess best practices for the organization.
- Mitigate organizational risk through improved data management.

Milestones:

- Enhance and refine playbooks for each department.
- Recruit and retain staff with an established presence in Greater Phoenix and nationally.
- Continue to be involved in nationally leading organizations.
- Maintain its position as one of the nation's top EDOs.
- Continue to support technology improvements to enable staff to operate at the highest levels.

Strategic Plan Objectives:

- ☑ Earn regional and national recognition as a leader in effective regional governance
- ☑ Cultivate a world-class talent organization that exemplifies *The GPEC Way*



FY22 Metrics

GPEC calculated the metrics for FY22 based on historical performance and recent trends in office and industrial prospect activity. Prospect metrics have returned to pre-pandemic levels.

	FY22 Metrics		
	Contract	Target	Stretch
Payroll (in Millions)	$384.37	$427.08	$469.78
Jobs	7,176	7,973	8,770
- High Wage Jobs	4,232	4,702	5,172
Average High Wage Salary	$61,226	$68,029	$74,832
Qualified Prospects	239	266	293
- Qualified International Prospects	38	42	46
GPEC Assists	10	12	14

Budget Overview

Income	Approved FY22	Approved FY21	YOY Var. $	YOY Var. %
City/County Contract Revenue	$2,793,743	$2,753,988	$39,755	1%
Pledge Revenue	$3,147,120	$2,662,875	$484,245	18%
New Pledges	$350,000	$175,000	$175,000	100%
In-Kind Contributions	$140,500	$126,750	$13,750	11%
Special Events & Programs	$181,400	$181,400	$0	-
Sponsorship Income	$51,293	$0	$51,293	-
Grant Income	$225,062	$769,783	($544,721)	(71%)
Other Income	$1,000	$1,320	($320)	(24%)
Total Income	**$6,890,118**	**$6,671,116**	**$219,002**	**3%**

Expenses	Approved FY22	Approved FY21	YOY Var. $	YOY Var. %
Business Development	$458,522	$502,217	($43,695)	-9%
Marketing & Communications	$480,510	$625,157	($144,647)	-23%
Research & Analytics	$243,324	$234,646	$8,678	4%
Engagement	$157,868	$158,023	($155)	0%
Strategy & Regional Initiatives	$410,330	$323,620	$86,710	27%
Operations	$467,279	$427,773	$39,506	9%
Personnel	$4,212,671	$3,657,356	$555,315	15%
Facilities	$530,133	$681,090	($150,957)	-22%
Special Events & Programs	$404,842	$394,563	$10,279	3%
Total Expenses	**$7,365,479**	**$7,004,445**	**$361,035**	**5%**
Net Income/(Loss)	**($475,361)**	**($333,329)**	**($142,033)**	**43%**

GPEC Investors

As of May 2021

Chairman's Council

Corporate Council

Executive Council

Directors Council

- Acronis SCS
- Alliance Bank of Arizona
- American Airlines
- Arizona Coyotes
- Arizona Diamondbacks
- Arizona Republic / LOCALiQ
- Bank of America
- Banner Health
- BBVA
- Benchmark Electronics, Inc.
- Brookfield Residential
- CBRE
- Chicanos Por La Causa
- Clayco
- Cousins Properties
- Creighton University
- Desert Financial Credit Union
- Dignity Health
- DMB Associates
- Empire Southwest
- Ernst & Young
- Goodmans Interior Structures
- Goodwill of Central Arizona
- Grand Canyon University
- Haydon Building Corp.
- Helios Education Foundation
- Hensel Phelps
- Honeywell
- HonorHealth
- Insight Enterprises
- Intel Corporation
- JE Dunn Construction
- Johnson Carlier
- Kitchell
- Knight-Swift Transportation
- Mayo Clinic
- M Culinary
- MidFirst Bank
- Mortenson
- MUFG
- Oaktree Capital Management
- On Q Financial
- Perkins Coie LLP
- Phoenix Suns
- Pivotal Group
- PNC Financial Services Group
- Quarles & Brady
- Rise48 Equity
- Sherman & Howard
- Squire Patton Boggs
- Valley Metro
- Versum Materials, Merck KGaA Company
- Weitz Company

Leadership Council

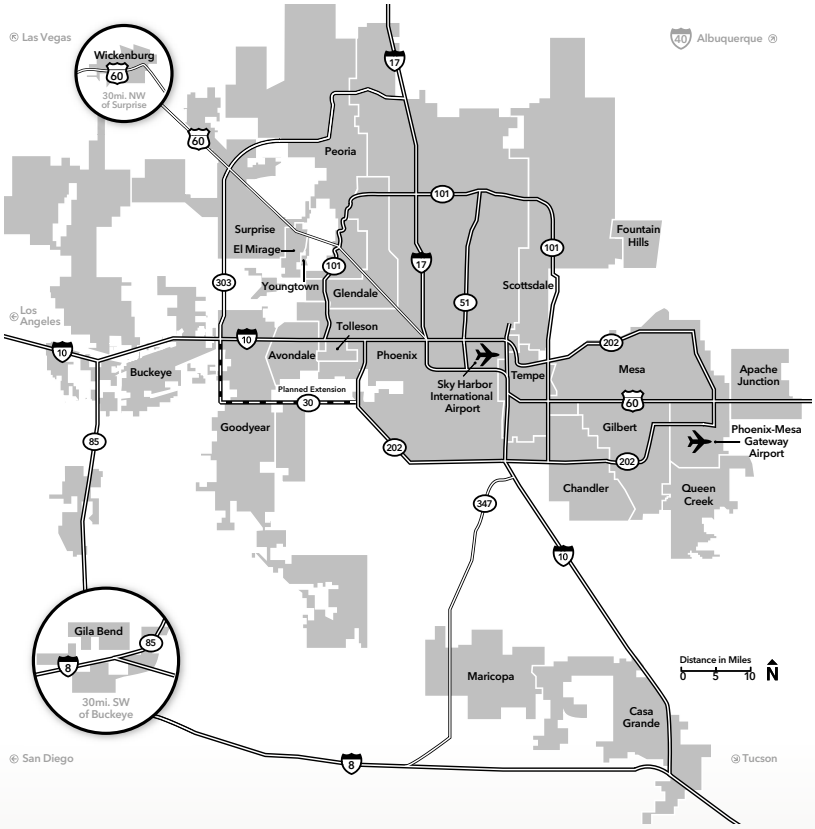
- Adolfson & Peterson Construction
- Aerotek
- Aetna
- Archicon L.C. Architecture
- Arizona Israel Technology Alliance
- Baker Development
- Bell Bank
- Blue Cross Blue Shield of Arizona
- Bridge Relocation Concierge
- Bryan Cave Leighton Paisner LLP
- BRYCON Construction
- Burns & McDonnell
- CapRock Partners
- Celgene Corporation
- Colliers International
- Commonwealth
- Cresa
- Crescent Crown Distributing
- Crown Realty & Development
- Cushman & Wakefield
- Davis Architecture
- Deloitte
- Deutsch Architecture Group
- Dircks Moving & Logistics
- DPR Construction
- El Dorado Holdings
- EmployBridge
- Equality Health
- Everest Holdings
- Expedient
- FirstBank
- Flinn Foundation
- Freeport McMoRan Inc.
- Graycor Construction
- hardison/downey construction
- Hensley
- Hines
- Holualoa Companies
- Immedia
- IntraEdge
- Irgens
- JLL
- Keyser
- Layton Construction
- Lee & Associates
- Lincoln Property Company
- Meritage Homes
- MST Solutions
- Nationwide Realty Investors
- Northern Trust
- Okland Construction
- OneAZ Credit Union
- Opus Development Company
- Page
- Phoenix Children's Hospital
- Preferred Lending Partners
- Reliance Management
- Renaissance Companies
- Rexco
- Savills-Studley
- Silicon Valley Bank
- Skanska USA Building
- SmithGroup
- Social Television Network (STN)
- Southwest Airlines
- Southwest Gas Corporation
- Spencer Fane LLP
- Sunbelt Holdings
- StrataTech Education Group
- Terracon
- The Plaza Companies
- Trammell Crow Company
- Transwestern Commercial Services
- Tratt Properties
- Tuft & Needle
- University of Arizona
- USAA
- Veregy
- ViaWest Group
- Wespac Construction
- Wexford Science + Technology
- Willmeng Construction
- Wist Office Products

Ambassador

- Acronis
- Air Products and Chemicals
- Arizona Community Foundation
- Arizona Strategies
- Atmosphere Commercial Interiors
- AvenueWest Arizona Corporate Housing
- Avnet Inc.
- BNSF Railway
- BOK Financial
- Caliber Companies
- Cancer Treatment Centers of America
- Carvana
- CoStar Group
- Cypress Office Properties
- DSV Inventory Solutions
- Duffy Group, Inc.
- Equity Land Group
- Gammage & Burnham
- Globe Corporation
- Horrocks Engineers
- Industrial Storage
- KTAR
- Lyft
- Mangat Group, Inc.
- Macerich
- Merit Partners
- Midwestern University
- MSS Technologies
- National Bank of Arizona
- Newmark Knight Frank
- Northrop Grumman
- Prologis
- RED Development
- Ryan Companies US Inc.
- Saint Holdings
- Stinson LLP
- Sunstate Equipment Company
- TerraCap Management
- Van Trust Real Estate LLC
- Western Governors University

Member Communities:

- Maricopa County
- Apache Junction
- Avondale
- Buckeye
- Casa Grande
- Chandler
- El Mirage
- Fountain Hills
- Gila Bend
- Gilbert
- Glendale
- Goodyear
- Maricopa
- Mesa
- Peoria
- Phoenix
- Queen Creek
- Scottsdale
- Surprise
- Tempe
- Tolleson
- Wickenburg
- Youngtown



Greater Phoenix Economic Council

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EXHIBIT B

GPEC PERFORMANCE MEASURES
FY 2022

Specific performance targets as established by the GPEC Executive Committee and Board of Directors:

1. Payroll Generated	**$384.37M**
2. Total Number of Jobs Created	**7,176**
3. Total Number of High-Wage Jobs[1]	**4,232**
4. Average High-Wage Salary	**$61,226**
5. GPEC Assists[2]	**10**
6. Number of Qualified Prospects	**239**
7. Number of Qualified International Prospects	**38**

Footnotes:

1. High Wage Jobs: High wage jobs are those that are over 130% of the Phoenix MSA Median Wage (currently $51,246).
2. GPEC Assists: Companies that located in the region, for which GPEC provided assistance, that do not qualify as a locate due to project size for example; and would otherwise be listed as "non-reported locates."

EXHIBIT C

TARGETED INDUSTRIES
FY2022

GPEC and our member communities have identified targeted industries on a local and regional level, incorporating these industries into a regional economic development plan. For fiscal year 2022, GPEC will continue its emphasis on the following: Advanced Business Services; Aerospace & Defense; Emerging Technologies; Healthcare and Biomedical; Manufacturing & Logistics; Mission Critical Operations; and Software

Member communities will target the following:

Apache Junction
Business services; standard and advanced manufacturing; regional and corporate centers; medical institutions and/or associated satellite operations; mining support facilities; resort/tourist-oriented development; expanded retail opportunities; and high-density residential

Avondale
Financial business services; manufacturing; amateur sports; tourism and hospitality; healthcare/medical services; emerging technology and innovation; and corporate regional headquarters

Buckeye
Advanced business services; renewable energy; high tech (data center and services); environmental technology/sustainability; standard and advanced manufacturing; medical and educational institutions; logistics/transportation/distribution; small business/incubator; aerospace/aviation; and ag-tech

Casa Grande
Advanced manufacturing; automotive technology; transportation/logistics; healthcare/medical services; aviation/aerospace; and hospitality/entertainment

Chandler
Advanced business services; corporate/regional headquarters; advanced manufacturing; software development; aerospace/aviation; automotive technology; and applied research

El Mirage
Business Services; standard and advanced manufacturing; transportation; warehousing/distribution; heavy industrial; food, fiber, and natural products; and aerospace aviation

Fountain Hills
Advanced business services (professional, technical, and scientific services including finance and insurance); healthcare, medical, bio-life sciences and wellness; medical and educational institutions; arts, entertainment and recreation; and retail

Gila Bend
Clean technology (manufacturing/central station generation/R&D); warehousing/transportation/distribution; military supply chain; tourism/hospitality; standard manufacturing; agriculture/agri-biotechnology; food, fiber and natural products; aerospace/aviation; and heavy industrial

Gilbert
Aerospace/aviation and defense; advanced business and professional services; finance and insurance; healthcare and education services; information communication technology; manufacturing; clean and renewable technology; and related corporate/regional headquarters

Glendale
Advanced business services; aerospace, aviation and defense; healthcare and bioscience; manufacturing; technology and innovation

Goodyear
Advanced business services; advanced manufacturing and logistics; aerospace, aviation and defense; corporate and regional headquarters; entrepreneurial/start-ups; technology; healthcare and biomedical (treatment, medical diagnostics, research & development); and higher education

Maricopa (City)
Professional and business services; healthcare services; small business and entrepreneurship; higher education and education technology; agribusiness/agrisciences; and visitor/hospitality commerce

Mesa
Standard and advanced manufacturing including medical device; automotive technology and aerospace/aviation/defense; advanced business services; cybersecurity; information technology; healthcare/life sciences; mission critical operations; tourism; regional and corporate centers; and research & development

Peoria
Advanced business services; high technology (data centers, R&D); life sciences and healthcare technologies; advanced medical services; advanced and standard manufacturing; clean technologies research and manufacturing; entertainment and tourism

Phoenix
BioSciences/healthcare; advanced business services; advanced manufacturing; data centers; sustainable enterprises; emerging industries; higher education; trade and FDI; Circular economy; Food System Entrepreneurship and Innovation

Queen Creek
Agritainment/Destination Tourism; Healthcare; I.T./Software; Business Services; and Advanced Manufacturing

Scottsdale
Bio-life sciences; advanced business services; technology and innovation (including ICT and entrepreneurship/emerging enterprises); higher education; hospitality/visitor trade and commerce

Surprise
Advanced business services; advanced manufacturing and rail-served industry; corporate/regional headquarters innovation/entrepreneurship/emerging technology; medical, healthcare and life science technologies, services; specialty services for global companies/FDI; tourism and hospitality

Tempe
Advanced business services (financial services); high tech/software (R&D, data center and services); high-tech/next generation electronics; aerospace R&D/aviation; bioscience (research, drug development, treatment, medical diagnostics); corporate/regional headquarters; sustainability (environmental);

advanced materials/plastics; software as a service; clean tech, renewable energy and manufacturing

Tolleson
E-Commerce/fulfillment centers; resort/tourist-oriented development; expanded retail opportunities; small manufacturers with some related retail and offices

Wickenburg
Standard manufacturing; transportation & distribution; rail services; mining support facilities; healthcare and medical (emphasis on behavioral healthcare); senior industries; tourism and filmmaking (location shooting); resort/tourist-oriented development; equestrian entertainment; and expanded retail operations

Youngtown
Youngtown is in the throes of developing a commerce park. The park will target second-stage small manufacturers with some related retail and offices.

EXHIBIT D

FY 2022

REPORTING MECHANISM FOR CONTRACT FULFILLMENT

Monthly Activity Report - Month, Year

BUSINESS ATTRACTION PERFORMANCE METRICS:

GPEC Progress Toward Goals

Targeted Opportunities	Annual Contract Goal	Actual YTD	Goal YTD	% of Goal YTD
PAYROLL GENERATED (MILLIONS)				
NUMBER OF JOBS				
NUMBER OF HIGH-WAGE JOBS				
AVERAGE HIGH WAGE SALARY				
QUALIFIED PROSPECTS				
QUALIFIED INTERNATIONAL PROSPECTS				
GPEC ASSISTS				

KEY BUSINESS ATTRACTION ACTIVITIES AND OTHER GPEC ACTIVITIES

GPEC continues to target high-wage industries (Advanced Business Services; Aerospace & Defense; Emerging Technologies; Healthcare and Biomedical; Manufacturing & Logistics; Mission Critical Operations; and Software)

EXHIBIT E

INSURANCE REQUIREMENTS

The City's insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits required of GPEC are sufficient to protect GPEC from liabilities that might arise out of this Agreement for GPEC, its agents, representatives, employees or Contractors and GPEC is free to purchase such additional insurance as may be determined necessary.

A. Minimum Scope and Limits of Insurance. GPEC shall provide coverage at least as broad as the categories set forth below with limits of liability in amounts acceptable to the City.

1. Commercial General Liability - Occurrence Form
(Form CG 0001, ed. 10/13 or any replacements thereof)

General Aggregate/ per Project	
Products-Completed Operations Aggregate	
Personal & Advertising Injury	
Each Occurrence	
Fire Damage (Any one fire)	
Directors and Officers	
Medical Expense (Any one person)	Optional

2. Automobile Liability - Any Auto or Owned, Hired and Non-Owned Vehicles (Form CA 0001, ed. 10/13 or any replacement thereof) Combined Single Limit Per Accident for Bodily Injury and Property Damage

3. Workers' Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	

B. Self-insured Retentions. Any self-insured retentions must be declared to and approved by the City. If not approved, the City may request that the insurer reduce or eliminate such self-insured retentions with respect to City, its officers, officials, agents, employees and volunteers.

C. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability

a. The City, its officers, officials, agents, employees and volunteers are to be named as additional insureds with respect to liability arising out of: activities performed by or on behalf of GPEC, including the City's general supervision of GPEC; products and completed operations of GPEC; and automobiles owned, leased, hired or borrowed by GPEC.

b. GPEC's insurance shall include broad form contractual liability coverage.

c. The City, its officers, officials, agents, employees and volunteers shall be additional insureds to the full limits of liability purchased by GPEC, even if those limits of liability are in excess of those required by this Agreement.

d. GPEC's insurance coverage shall be primary insurance with respect to City, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees or volunteers shall be in excess of GPEC's insurance and shall not contribute to it.

e. GPEC's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

f. Coverage provided by GPEC shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

g. The policies shall contain a waiver of subrogation against City, its officers, officials, agents, employees and volunteers for losses arising from work performed by GPEC for the City.

2. Workers' Compensation and Employers' Liability Coverage. The insurer shall agree to waive all rights of subrogation against City, its officers, officials, agents, employees and volunteers for any and all losses arising from work performed by the Contractor for the City.

D. Notice of Cancellation. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) calendar days' prior written notice has been sent to City at the address provided herein for the giving of notice. Such notice shall be by certified mail, return receipt requested.

E. **Acceptability of Insurers.** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-:VII. City in no way warrants that the above required minimum insurer rating is sufficient to protect GPEC from potential insurer insolvency.

F. **Verification of Coverage**. GPEC shall furnish City with Certificates of Insurance (ACORD form or equivalent approved by City) and with original endorsements effecting coverage as required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the Certificate of Insurance.

All certificates and endorsements are to be received and approved by City before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project.

All certificates of insurance required by this Agreement shall be sent directly to City at the address and in the manner provided in this Agreement for the giving of notice. City's Agreement/Agreement number, GPEC's name and description of the Agreement shall be provided on the Certificates of Insurance. City reserves the right to require complete certified copies of all insurance policies required by this Agreement, at any time.

G. **Approval**. During the term of this Agreement, no modification may be made to any of GPEC's insurance policies which will reduce the nature, scope or limits of coverage which were in effect and approved by the City prior to execution of this Agreement.

Regional Cooperation Protocol Policy
Greater Phoenix Economic Council and Economic Development Directors Team

The foundation of this policy is built on trust and the spirit of regional cooperation among the entities involved. GPEC and the Economic Development Directors of its member communities agree and acknowledge that it is important that they work together as partners on projects involving the communities which GPEC represents, regardless of the source of the lead, as follows:

1. Demonstrate a commitment to the positive promotion of the Greater Phoenix, specifically, GPEC member communities, as a globally competitive region.

2. Maintain the highest standards of economic development prospect handling, including confidentiality, without jeopardizing a prospect's trust to secure the probability of a regional locate. Partners agree to respect the prospect's request for confidentiality but also agree to notify each other as to the existence of a project with a confidentiality requirement when able and shall make a good-faith effort to involve the appropriate state, regional or local partners at the earliest possible time.

3. Unless otherwise restricted, agree to coordinate through GPEC for any prospect considering a project in Maricopa County or in any of the communities that GPEC represents, understanding that GPEC is in a unique position to represent and speak on regional economic development issues and on characteristics of the region's economy. Likewise, GPEC acknowledges that communities are in the best position to speak about local incentives and efforts surrounding the local economy.

4. For projects that originate with a GPEC member community, GPEC will be available for confidential research access, topical expertise or as a service provider, to add value to the community in securing the project. Additionally, GPEC will not e-track the project unless the community lead makes such a request to do so.

5. Provide accurate and timely information in response to specific requests by all prospects. When a client has narrowed sites to specific GPEC member communities, GPEC will make a good faith effort to inform those affected EDDT members first. EDDT members agree to provide information solely on their own community when the information requested is site-specific (i.e., cost of land, taxes, development fees, utility availability and cost, zoning process timing, permit timing and local incentives). When site-specific information related to other GPEC communities is requested, EDDT members agree to (i) direct GPEC prospects back to GPEC or (ii) direct non-GPEC generated prospects to contact the affected communities directly, and as a courtesy, contact the affected communities.

6. Agree that regardless of the lead source, public locate announcements shall be coordinated among the company, GPEC member community, and GPEC to reflect inclusiveness and cooperation of all partners (subject to any confidentiality requirements).

7. GPEC and EDDTs will advocate for a robust operating budget for the state economic development agency, and champion sound statewide economic development programs and policies.

8. Discourage the proactive offering of local, municipal financial incentives for existing jobs to companies with current operations in another GPEC community.

9. Inform GPEC member community when a company visits or physical site visit within that community will occur. Economic Development Directors will be the primary point of contact for the company when community information is needed.

10. Agree that the consideration of a future community to GPEC's membership will be brought before

EDDT for discussion in advance of any board consideration. EDDT will make a recommendation on the addition of a new community to GPEC's President and CEO.

11. Formalize a process to convene GPEC and Economic Development Directors of GPEC member communities biannually, and cooperate in the exchange of information and ideas reflecting practices, procedures and policies relating to prospect handling and regional economic development.

12. Work collectively to maintain a high level of trust and integrity by and between GPEC and the Economic Development Directors of GPEC member communities, utilizing differing views as an opportunity to learn.

13. When conducting market intelligence initiative objective, GPEC staff will coordinate with EDDT to ensure coordination and communication.

14. When a Prospect Information Form (PIF) is issued by the state economic development agency GPEC will coordinate the region's response. All PIF submissions will be directed to GPEC's attention and GPEC will assemble the response and return to the state economic development agency.

15. It is understood GPEC will or may host annual executour(s) and/or other marketing familiarization tour(s) to promote the regional communities. GPEC will make every attempt to provide as much interaction time between the executour guests and EDDTs. It is understood EDDTS will inform GPEC of any upcoming executour(s) and/or other marketing familiarization tours scheduled by their office.

16. Partners agree to enter into a mediation process if there is evidence that this Protocol has not been observed in a material respect or a professional conflict arises that cannot be settled. This mediation process will be convened by the EDDT Chair, who may, at his/her discretion, consult or involve GPEC's President and CEO in addition to others with topical expertise central to the conflict.

CHANDLER arizona
Community of Innovation

City Council Memorandum **Information Technology** **Memo No.** N/A

Date:	July 12, 2021
To:	Mayor and Council
Thru:	Joshua H. Wright, Acting City Manager Debra Stapleton, Assistant City Manager Sandip Dholakia, Chief Information Officer
From:	Andy Sandoval, IT Principal Systems Specialist
Subject:	Purchase of SolarWinds Software Annual Maintenance

Proposed Motion:

Move City Council approve the purchase of SolarWinds software annual maintenance, from SHI International, utilizing the Omnia Partners Contract No. 2018011-02, in the amount of $73,658.

Background/Discussion:

The need to provide a complete end-to-end picture of all the network components (PC, network, server, operating systems, applications, databases, etc.) was identified in the FY16-17 Capital Improvement Program (CIP) development process and funded in the FY17-18 CIP budget. SolarWinds was implemented in FY18-19 and consolidated the monitoring solutions that existed at the time into a single system that can provide the required end-to-end view of the City's systems.

SolarWinds is a market leader in this area and has off-the-shelf solutions for the technology the City of Chandler utilizes. This solution allows City staff to monitor, alert and report from a central system, which helps identify performance issues, decrease response time to outages, and improves availability of City systems.

Evaluation:

Omnia Partners competitively solicited and awarded a contract for information technology solutions and services. The City has a current Intergovernmental Agreement with Omnia Partners that permits the cooperative use of their contract. The City of Chandler has an existing linking agreement with SHI International for cooperative use under this contract. The term of the Omnia Partners contract is valid through February 28, 2025.

The term of this annual maintenance is August 18, 2021, through August 17, 2022.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.1280.5419.0.0.0	General Fund	N/A	$73,658	N

CHANDLER arizona
Community of Innovation

City Council Memorandum **Management Services** **Memo No.** N/A

Date: July 12, 2021
To: Mayor and Council
Thru: Joshua H. Wright, Acting City Manager
Dawn Lang, Management Services Director
From: Danielle Wells, Revenue and Tax Manager
Subject: Agreement No. MS8-946-3817, Amendment No. 3, for Lockbox Services

Proposed Motion:

Move City Council approve Agreement No. MS8-946-3817, Amendment No. 3, with JPMorgan Chase Bank, N.A., for lockbox services, in the amount of $68,500, for the period of August 1, 2021, through July 31, 2022.

Background/Discussion:

The Public Works and Utilities Department provides water, wastewater, reclaimed water, and solid waste services to more than 86,000 residential and business accounts in the City of Chandler. These customers receive a monthly combined bill for these services from the Management Services Department, Utility Services Division. Customers have many payment options when it comes time to pay their bill, one of which is to send in a payment coupon with a check or money order. The Utility Services Division currently uses JPMorgan Chase Bank's lockbox services to process these payments and produce uploadable payment files, allowing for an automated and efficient process. The service is fast, reliable, and costs less than processing the payments internally. Additionally, their service has been consistent, with no issues in receiving the payments or payment files in a timely manner. An average of $1.64 million was processed each month through the lockbox in the fiscal year 2020, which has continued to go down slightly each year as more customers change to Chandler's online payment platform.

Evaluation:

On July 12, 2018, City Council approved an agreement with JPMorgan Chase Bank, N.A., for lockbox services, for a one-year period, with the option of up to four one-year extensions. The contractor has agreed to extend that contract at the same prices, terms, and conditions. Staff recommends extension of this Agreement for the term of August 1, 2021, through July 31, 2022.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.1245.5808.0000	General Fund	Lock Box Fees	$68,500	N

Attachments

3817 Amendment 3

DocuSign Envelope ID: 257780D8-641E-4617-B4A1-747735C2C222

CHANDLER arizona

City Clerk Document No. _____

City Council Meeting Date: 7/15/21

AMENDMENT TO CITY OF CHANDLER AGREEMENT
LOCKBOX SERVICES
CITY OF CHANDLER AGREEMENT NO. MS8-946-3817

THIS AMENDMENT NO. 3 is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and JPMorgan Chase Bank, N.A. (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2021 (Effective Date).

RECITALS

WHEREAS, the Parties entered into an agreement for lockbox services (Agreement); and

WHEREAS, the term of the Agreement was August 1, 2018 through July 31, 2019, with the option of up to four one-year extensions; and

WHEREAS, the Parties wish to exercise the third option through this Amendment to extend the Agreement for one year.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this reference.

2. Section 4, Price is amended to read as follows: The City will pay the Contractor the per unit cost set forth in Exhibit B of the original Agreement, which is incorporated into and made a part of this Amendment No. 3 by this reference. Total payments made to the Contractor during the term of this Amendment No. 3 will not exceed $68,500.

3. Section 5, Term is amended to read as follows: The Agreement is extended for a one-year period August 1, 2021, through July 21, 2022.

DocuSign Envelope ID: 257780D8-641E-4617-B4A1-747735C2C222

4. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 3 and the Agreement, the terms and conditions in this Amendment No. 3 prevail and control.

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: Dan Warren

Its: Authorized Officer

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

ITEM 12

City Council Memorandum **Management Services** **Memo No.** 22-001

Date: July 12, 2021

To: Mayor and Council

Thru: Joshua H. Wright, Acting City Manager
Dawn Lang, Management Services Director

From: Danielle Wells, Revenue and Tax Manager

Subject: License Series 10, Beer and Wine Store Liquor License Application for Claudia Patricia Lazo, Agent, ARC Projects, LLC, DBA Kwik Mart

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Proposed Motion:

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 150386, a Series 10, Beer and Wine Store, for Claudia Patricia Lazo, Agent, ARC Projects, LLC, DBA Kwik Mart, located at 600 W. Galveston Street, and approval of the City of Chandler, Series 10, Beer and Wine Store Liquor License No. 301112.

Discussion:

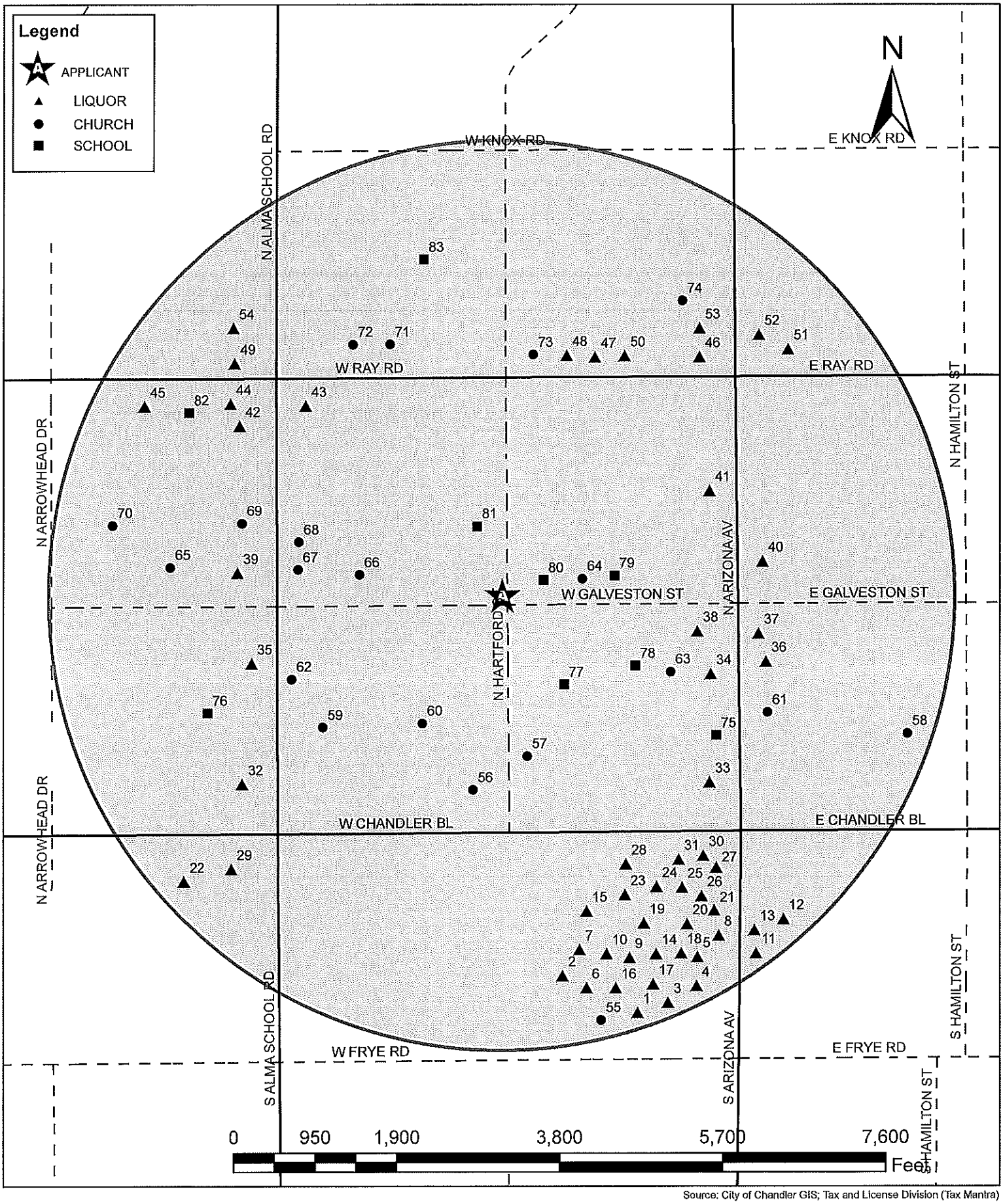
This application for a liquor license was posted for hearing on July 15, 2021.

The Police Department reports no objections to the issuance of this license, and no written protests pursuant to A.R.S. 4-201(B) have been received. With a Series 10, Beer and Wine Store Liquor License, the business may sell beer and wine only for off-premise consumption.

Attachments

A-Map

B-Floor Plan



Source: City of Chandler GIS; Tax and License Division (Tax Mantra)

Chandler + Arizona

Liquor License Map - 600 W. Galveston Street

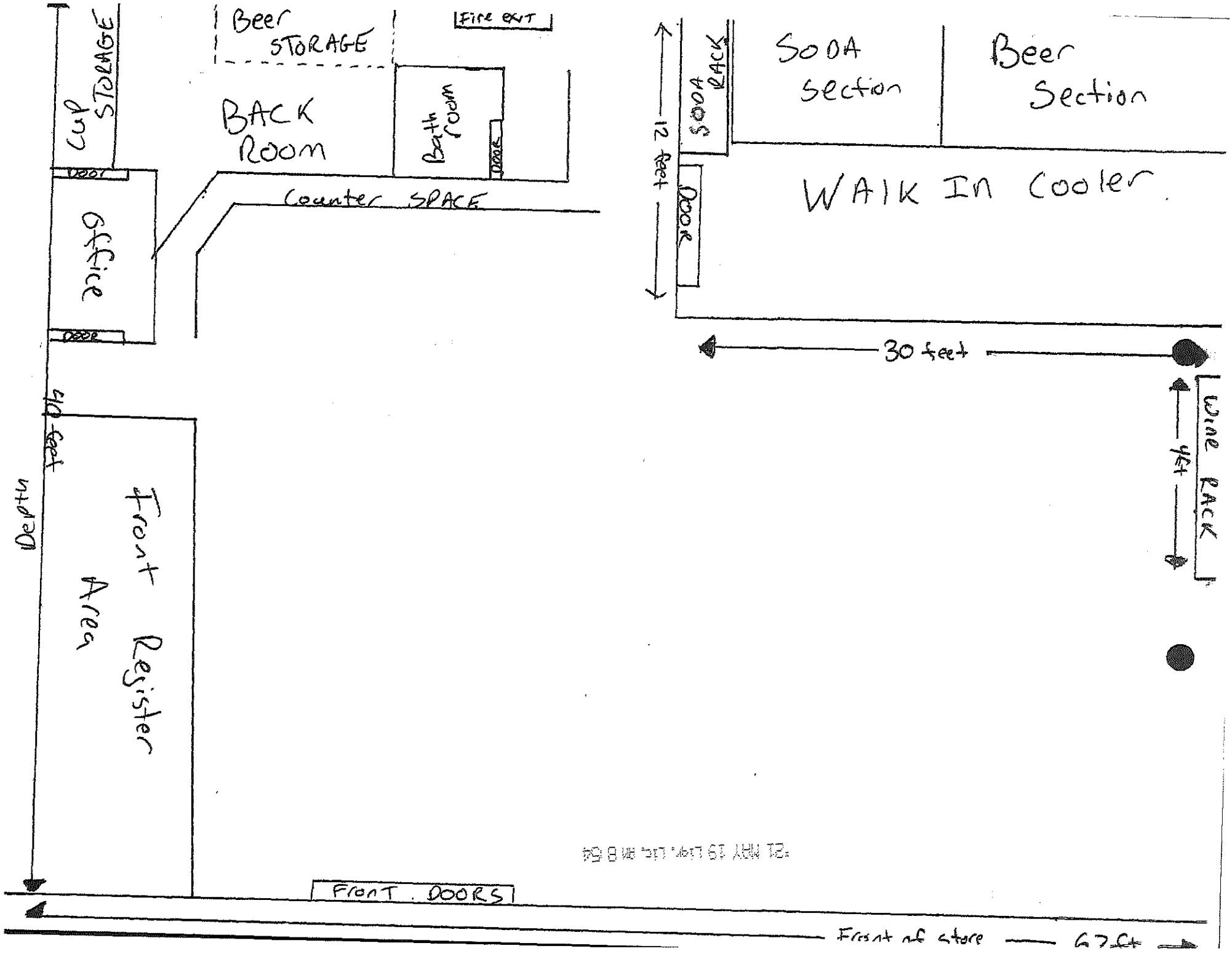
This map shows the locations of all churches, schools and spirituous liquor outlets within a one (1) mile radius of the proposed location.

Please refer to attached list for additonal information

A Kwik Mart
1 Hilton Garden Inn Chandler Downtown
2 The Stillery
3 Jinya Ramen Noodle Bar
4 Charm Thai Cuisine
5 The Brickyard
6 Pedal Haus Brewery
7 Sasha'S Kitchen & Cocktails
8 Original Chop Shop Co
9 West Alley Bbq
10 Puro Cigar Bar
11 Inchin's Bamboo Garden
12 Soho 63
13 Tipsy Egg & The Uncommon
14 Cheba Hut
15 Bourbon Jacks Grill
16 Paletas Betty
17 Blacksheep Wine and Merchant
18 Murphy'S Law Irish Pub
19 Hidden House
20 San Tan Brewing Company Inc
21 Crust Simply Italian
22 Safeway Inc #1604
23 Crowne Plaza - Chandler
24 Craft 64
25 Eastwind Sushi And Grill
26 Truland Burgers & Greens
27 Over Easy
28 San Marcos Golf Course
29 Gilligan'S Arco Am/Pm
30 La Ristra
31 Flix Brewhouse Az LLC
32 Sunny'S Breakfast & Lunch
33 Chandler Center For The Arts
34 Max And Teds 480
35 Floridino's Pizza & Pasta
36 Chodang Tofu Restaurant
37 La Familia New Market
38 Chandler Liquors
39 Si Senor Restaurant
40 Casa Maria Mexican Restaurant
41 7-Eleven 13011e
42 American Legion Post 91

NOTE: The information provided on this page represents all active Liquor Licenses which may include businesses in transition to a new owner/use. Therefore, the prior business name may still be listed since the license has not been final closed.

43 Gnd Market Water And Ice
44 Stadium Club - Rest & Sports Lounge
45 Yama Sushi House
46 Pizza Hut #35851
47 Mexico Magico Y Cantina LLC
48 Carniceria El Herradero LLC
49 Founding Fathers Kitchen
50 Dollar General Store #10200
51 Food City #26
52 Family Dollar Store #25024
53 El Rancho Market Of Chandler Inc
54 Gobooze
55 Iglesia Del Nazareno
56 Kingdom Hall Church
57 Church Of Nazarene
58 East Valley Apostalic Church
59 St Matthews Episcopal Church
60 Holy Trinity Lutheran Church
61 Lds Seminary
62 Church Of Christ
63 International Assembly Of God
64 St Marys Church
65 Chandler Seventh Day Adventist Church
66 Sonrise Faith Community Church
67 Church Of God
68 Iglesia De Dios Pentecostal Church
69 Community Of Christ Church
70 Lds Church
71 Epiphany Lutheran Church
72 Greater Phoenix Chinese Christian Church
73 First Assembly Of God
74 Iglesia Biblica Pan De Vida
75 Chandler High School
76 Arizona College Prep - Erie Campus
77 Austin Field
78 Arizona College Prep - Oakland Campus
79 St. Mary-Basha Catholic School
80 Instructional Resource Center
81 Hartford Sylvia Encinas Elem. School
82 Bright Horizons Family Solutions
83 Knox Elementary School


Cup STORAGE
Beer STORAGE
FIRE EXT
BACK Room
Bath room
DOOR
Counter SPACE
Office
DOOR
DOOR
12 feet
SODA RACK
SODA Section
Beer Section
WAIK IN Cooler
30 feet
WINE RACK
4ft
40 feet
Depth
Front Register Area
FRONT DOORS
Front of store
67ft

ITEM 13

CHANDLER arizona
Community of Innovation

City Council Memorandum **Management Services** **Memo No.** 22-002

Date: July 12, 2021
To: Mayor and Council
Thru: Joshua H. Wright, Acting City Manager
Dawn Lang, Management Services Director
From: Danielle Wells, Revenue and Tax Manager
Subject: New License Series 10, Beer and Wine Store Liquor License Application for Jeffery Craig Miller, Agent, Burst Of Butterflies Art Studio, LLC, DBA Next Door Novelties

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Proposed Motion:

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 151408, a Series 10, Beer and Wine Store Liquor License, for Jeffrey Craig Miller, Agent, Burst Of Butterflies Art Studio, LLC, DBA Next Door Novelties, located at 135 W. Boston Street, and approval of the City of Chandler, Series 10, Beer and Wine Store Liquor License No. 301171.

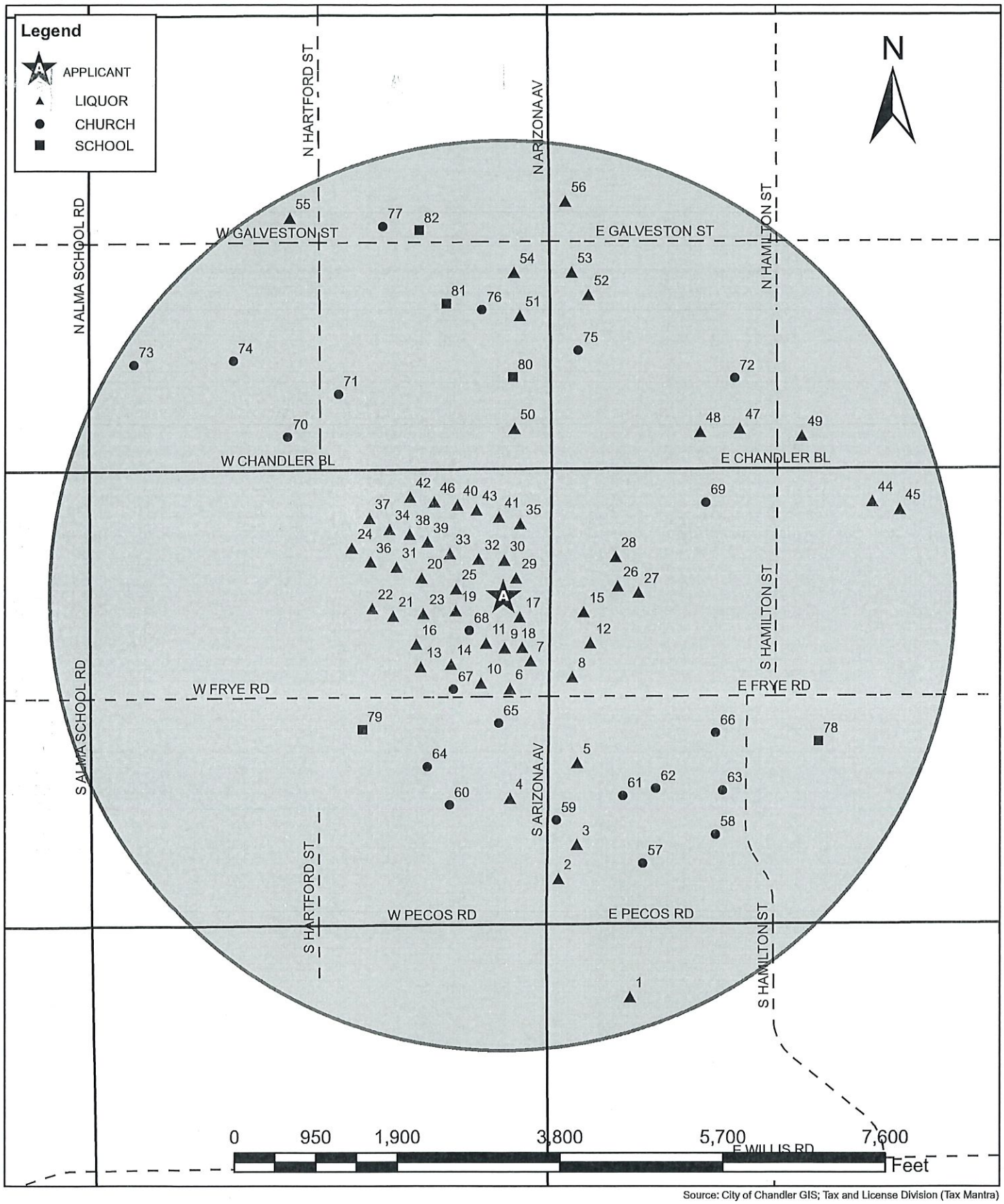
Discussion:

This application for a liquor license was posted for hearing on July 15, 2021.

The Police Department reports no objections to the issuance of this license, and no written protests pursuant to A.R.S. 4-201(B) have been received. With a Series 10, Beer and Wine Store Liquor License, the business may sell beer and wine only for off-premise consumption.

Attachments

A-Map
B-Floor Plan



Source: City of Chandler GIS; Tax and License Division (Tax Mantra)

Chandler + Arizona

Liquor License Map - 135 W. Boston Street

This map shows the locations of all churches, schools and spirituous liquor outlets within a one (1) mile radius of the proposed location.

Please refer to attached list for additonal information

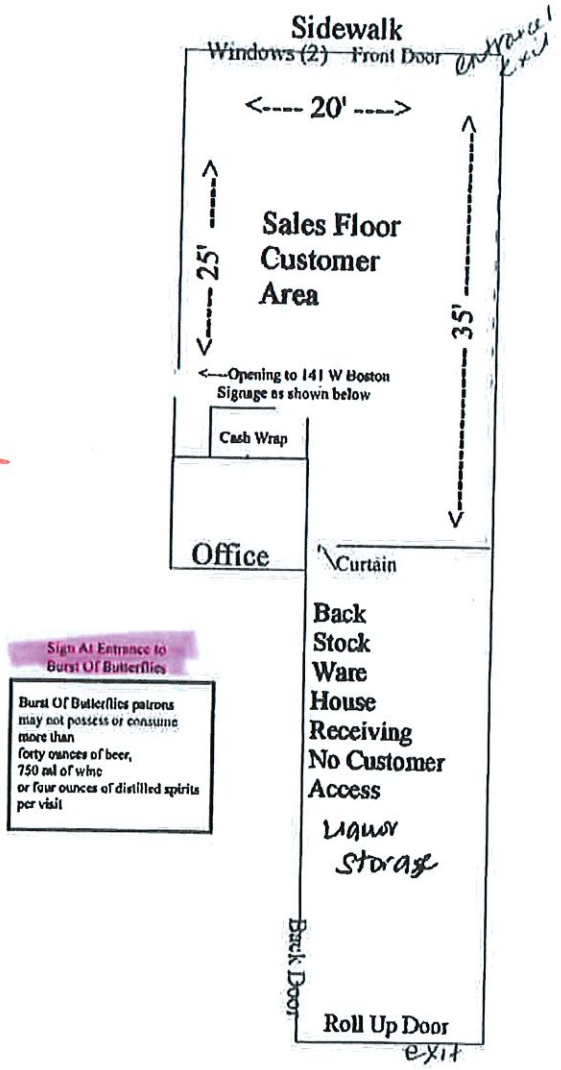
A Next Door Novelties
1 Walmart #2671
2 Veterans Of Foreign Wars #7401
3 El Herradero
4 Circle K Stores Inc #905
5 Payless Market
6 Gadzooks Enchiladas And Soup
7 The Sleepy Whale
8 Circle K Store #9187
9 Improvmania
10 Ghett Yo Taco
11 The Perch
12 Quarthaus
13 The Local Chandler
14 Downtown Chandler Steakhouse
15 Serrano'S Mexican Food
16 Hilton Garden Inn Chandler Downtown
17 The Stillery
18 Jinya Ramen Noodle Bar
19 Charm Thai Cuisine
20 The Brickyard
21 Pedal Haus Brewery
22 Sasha's Kitchen & Cocktails
23 Original Chop Shop Co
24 West Alley Bbq
25 Puro Cigar Bar
26 Inchin'S Bamboo Garden
27 Soho 63
28 Tipsy Egg & The Uncommon
29 Cheba Hut
30 Bourbon Jacks Grill
31 Paletas Betty
32 Blacksheep Wine And Merchant
33 Murphy'S Law Irish Pub
34 Hidden House
35 San Tan Brewing Company Inc
36 Crust Simply Italian
37 Crowne Plaza - Chandler
38 Craft 64
39 Eastwind Sushi And Grill
40 Truland Burgers & Greens
41 Over Easy
42 San Marcos Golf Course
43 La Ristra
44 Singing Pandas Asian Restaurant & Bar
45 El Alamo Super Carniceria
46 Flix Brewhouse Az Llc
47 Rapid-O Mart
48 La Lumbrera Carniceria
49 Chandler Boulevard Lounge
50 Chandler Center For The Arts
51 Max And Teds 480
52 Chodang Tofu Restaurant
53 La Familia New Market
54 Chandler Liquors
55 Kwik Mart
56 Casa Maria Mexican Restaurant
57 Grace Memorial
58 Chandler Foothills Community Church
59 Methodist Church
60 Chandler Church
61 Mount Olive Missionary Baptist Church
62 Pentacost Church Of Jesus Christ
63 Centro De Alabanza Juda
64 Missionary Baptist Church
65 Azcend
66 Door Christian Center
67 Church Of God
68 Iglesia Del Nazareno
69 Centro Evangelistico Church Of God
70 Kingdom Hall Church
71 Church Of Nazarene
72 East Valley Apostalic Church
73 St Matthews Episcopal Church
74 Holy Trinity Lutheran Church
75 Lds Seminary
76 International Assembly Of God
77 St Marys Church
78 Frye Elementary School
79 San Marcos Elementary School
80 Chandler High School
81 Arizona College Prep - Oakland Campus
82 St. Mary-Basha Catholic School

NOTE: The information provided on this page represents all active Liquor Licenses which may include businesses in transition to a new owner/use. Therefore, the prior business name may still be listed since the license has not been final closed.

Miller, Jeffrey, Craig
Job #151408

Next Door Novelties
135 W Boston Street, Chandler, AZ 85225

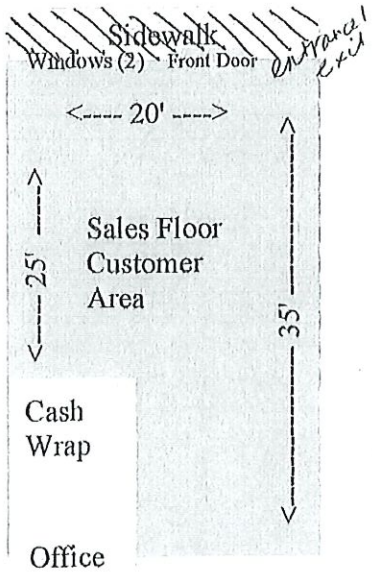
AMENDMENT



'21 JUN 15 Liq. Lic. AM 4:01

Next Door Novelties
135 W Boston Street, Chandler, AZ 85225

not part of licensed premise



Back
Stock
Ware
House
Receiving
No Customer
Access

Liquor storage

Back Door

Roll Up Door
exit

RECEIVED
2007 JAN 2 Liq. Lic. PM 2

1200 sq. ft

Original layout - Please see "Amended" layout

ITEM 14

CHANDLER arizona
Community of Innovation

City Council Memorandum **Management Services** **Memo No.** 22-003

Date: July 12, 2021
To: Mayor and Council
Thru: Joshua H. Wright, Acting City Manager
Dawn Lang, Management Services Director
From: Danielle Wells, Revenue and Tax Manager
Subject: License Series 12, Restaurant Liquor License Application for David Anthony Salazar, Agent, Ocotillo Four Investments, LLC, DBA Manuel's Mexican Food Restaurant Ocotillo

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Proposed Motion:

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 151456, a Series 12, Restaurant Liquor License, for David Anthony Salazar, Agent, Ocotillo Four Investments, LLC, DBA Manuel's Mexican Food Restaurant Ocotillo, located at 4210 S. Arizona Avenue, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 301088.

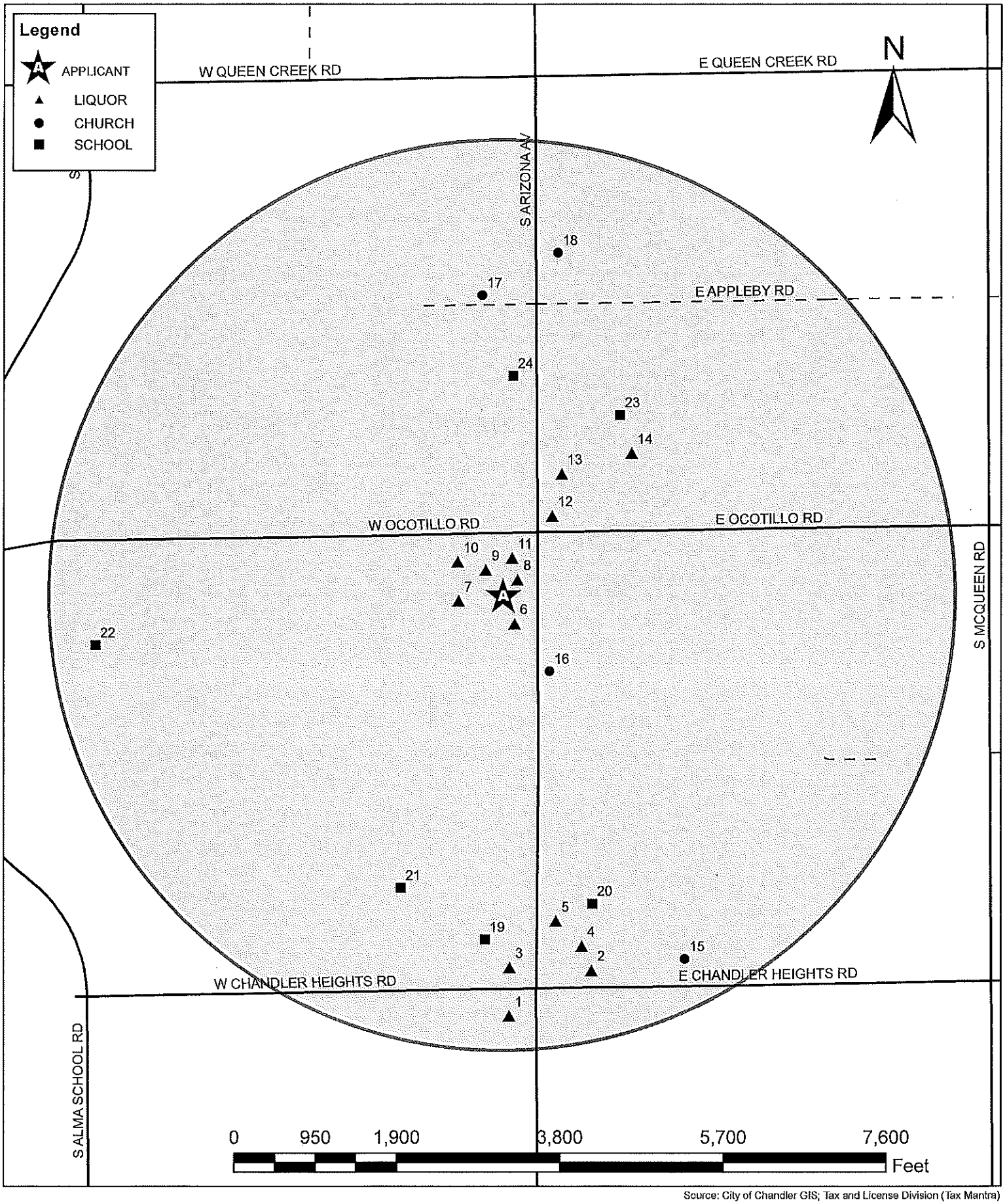
Discussion:

This application for a liquor license was posted for hearing on July 15, 2021.

The Police Department reports no objections to the issuance of this license, and no written protests pursuant to A.R.S. 4-201(B) have been received. With a Series 12, Restaurant Liquor License, the business may sell all liquors for on-premise consumption only, with a minimum of 40% of the gross receipts from the sale of food.

Attachments

A-Map
B-Floor Plan



Source: City of Chandler GIS; Tax and License Division (Tax Mantra)

Chandler + Arizona

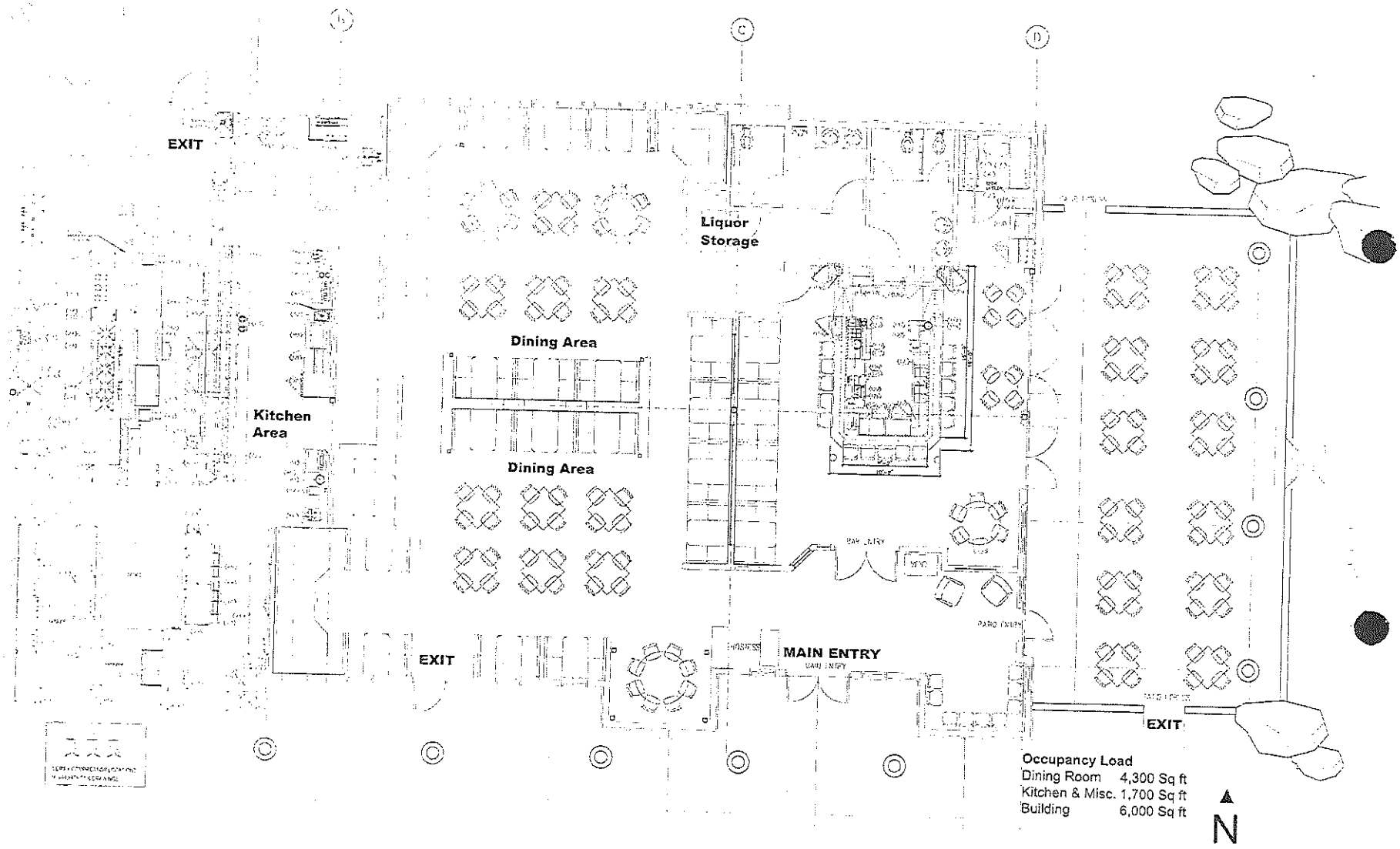
Liquor License Map - 4210 S. Arizona Avenue

This map shows the locations of all churches, schools and spirituous liquor outlets within a one (1) mile radius of the proposed location.

Please refer to attached list for additonal information

A Manuel's Mexican Food Restaurant Ocotillo
1 Chandler Height Am/Pm
2 Morenos Mexican Grill
3 Cvs/Pharmacy # 00193
4 Alamo Drafthouse Cinema
5 Blue 32 Sports Grill
6 Senor Taco
7 Zesty Zzeeks Pizza & Wings Iiii
8 Zipps Sports Grill
9 Phuket Thai Cuisine
10 Ginger Monkey
11 Egg N' Joe
12 Mod Pizza
13 Rubio's Coastal Grill #282
14 Target Store T-2747
15 Chandler United Methodist Church
16 Desert Palms Presbyterian Church
17 LDS Seminary
18 First Baptist Church Chandler
19 Basis Chandler
20 Basis Charter School
21 Fulton Elementary School
22 Monas Country Daycare & School
23 Learning Experience
24 Hamilton High School

NOTE: The information provided on this page represents all active Liquor Licenses which may include businesses in transition to a new owner/use. Therefore, the prior business name may still be listed since the license has not been final closed.



'21 JUN 3 Liqr. Lic. #10047

ITEM 15

City Council Memorandum **Management Services** **Memo No.** 22-005

Date: July 12, 2021

To: Mayor and Council

Thru: Joshua H. Wright, Acting City Manager
Dawn Lang, Management Services Director

From: Danielle Wells, Revenue and Tax Manager

Subject: New License Series 12, Restaurant Liquor License Application for Jeffrey Craig Miller, Agent, Cooper's Hawk Scottsdale, LLC, DBA Cooper's Hawk Winery & Restaurant

---

Proposed Motion:

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No 151129, a Series 12, Restaurant Liquor License, for Jeffrey Craig Miller, Agent, Cooper's Hawk Scottsdale, LLC, DBA Cooper's Hawk Winery & Restaurant, located at 3325 W. Chandler Boulevard, and approval of the City of Chandler Series 12, Restaurant Liquor License No. 301185.

Discussion:

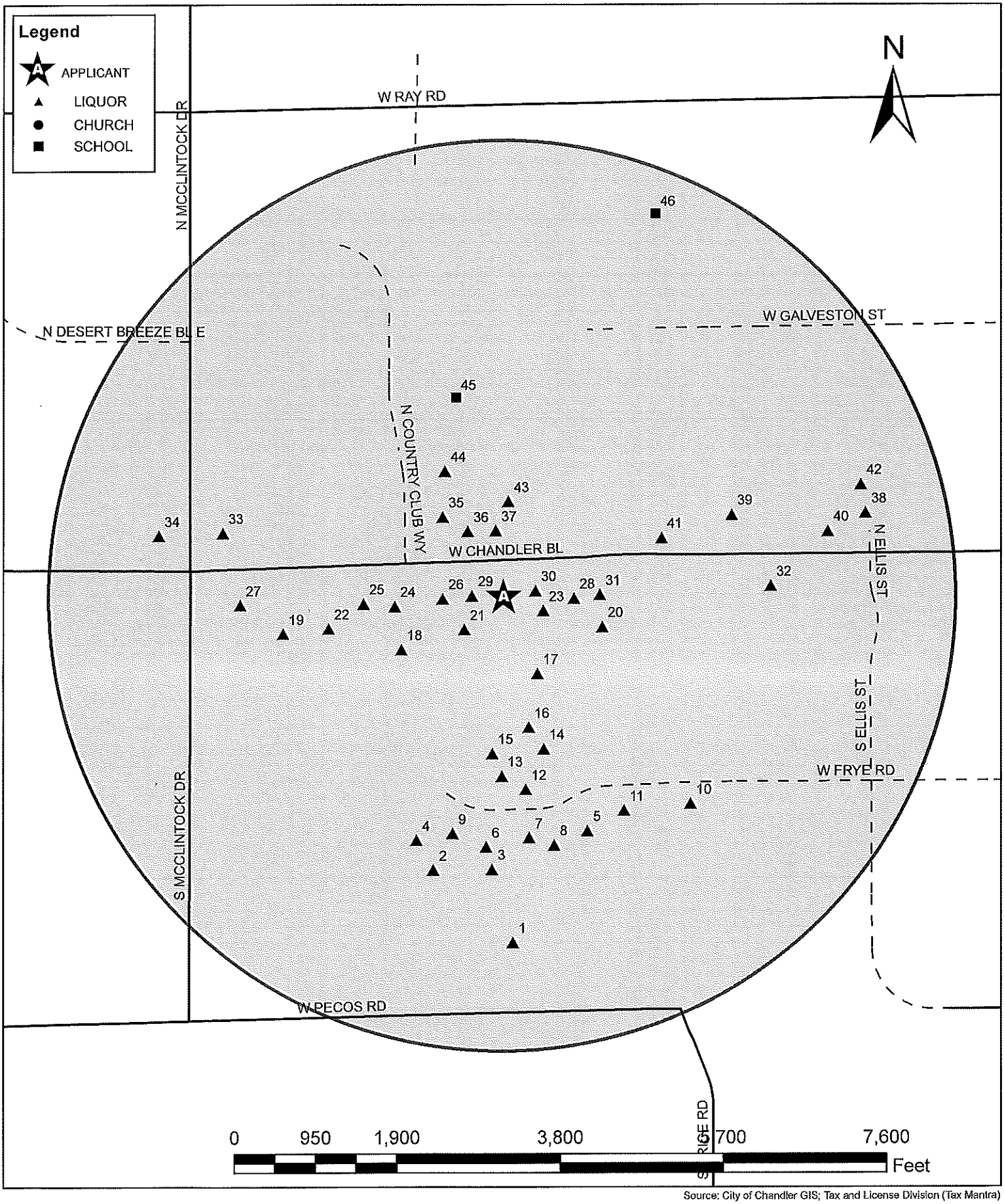
This application for a liquor license was posted for hearing on July 15, 2021.

The Police Department reports no objections to the issuance of this license, and no written protests pursuant to A.R.S. 4-201(B) have been received. With a Series 12, Restaurant Liquor License, the business may sell all liquors for on-premise consumption only, with a minimum of 40% of the gross receipts from the sale of food.

Attachments

A-Map

B-Floor Plan



Source: City of Chandler GIS; Tax and License Division (Tax Mantra)

Chandler + Arizona

Liquor License Map - 3325 W. Chandler Boulevard

This map shows the locations of all churches, schools and spirituous liquor outlets within a one (1) mile radius of the proposed location.

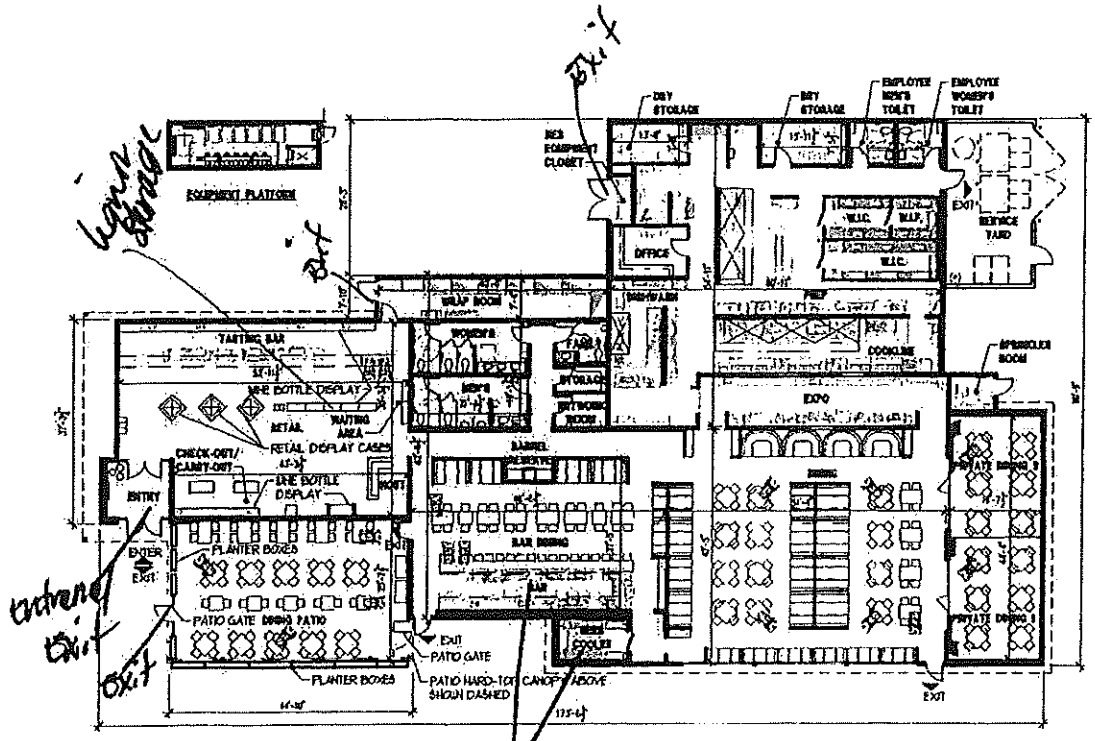
Please refer to attached list for additonal information

A Cooper's Hawk Winery & Restaurant
1 Costco Wholesale #736
2 810 Billiards & Bowling
3 Target Stores #T-1838
4 Choolha Indian Room
5 Sicilian Butcher
6 Someburros Mexican Food
7 Cambria Market
8 Cambria Hotel Phoenix Chandler
9 Chompie'S Restaurant
10 Hilton Hotel Phoenix/Chandler
11 Thirsty Lion Gastropub & Grill
12 Famous Dave's
13 Harkins Chandler Fashion Center Cinemas LLC
14 BJ's Restaurant & Brewery
15 Buffalo Wild Wings #247
16 Old Spaghetti Factory
17 Cheesecake Factory
18 Element Hotel By Westin Chandler Fashion
19 AZ Wine Distributors LLC
20 Benihana
21 Firebird Wood Fired Grill
22 Towneplace Suites
23 Howlers Restaurant And Sports Bar
24 Hyatt Place Phoenix/Chandler-Fashion Center
25 La Madeleine French Bakery & Cafe
26 Hop Social Tavern
27 Espos Mexican Food
28 The Keg Steakhouse & Bar
29 Chipotle Mexican Grill #1718
30 Pf Chang's China Bistro
31 Chili'S Grill & Bar #879
32 Full Circle Auto Wash
33 Staybridge Suite Phoenix-Chandler
34 Circle K Store #9161
35 Abuelo's Mexican Food Embassy
36 Olive Garden Italian Restaurant #1561
37 Red Robin Gourmet Burgers
38 Juan Jaimes Tacos And Tequila
39 Black Angus Steakhouse
40 Cheddars Casual Cafe
41 Mimis Cafe
42 NYPD Pizza
43 Pieology Pizzeria
44 Wal-Mart Supercenter #6480
45 Kyrene Traditional Academy
46 Paragon Science Academy

NOTE: The information provided on this page represents all active Liquor Licenses which may include businesses in transition to a new owner/use. Therefore, the prior business name may still be listed since the license has not been final closed.

'21 MAY 12 Liqr. Lic. AM 8:01

INTERIOR SEATING	
DINING	148 SEATS (38 TABLES)
PRIVATE DINING	48 SEATS (8 TABLES)
BAR / BAR DINING	65 SEATS (14 TABLES)
TOTAL INTERIOR	261 SEATS (64 TABLES)
EXTERIOR SEATING	
DINING PATIO	70 SEATS (20 TABLES)
TOTAL EXTERIOR	70 SEATS (20 TABLES)
TOTAL (261 + 70)	331 SEATS (84 TABLES)



COOPER'S HAWK WINERY & RESTAURANT

Floor Plan - Seating

Chandler, AZ | Project No. 184106 | February 04, 2021 | Scale: 1/4" = 1'-0"

aria GROUP

'21 JUN 4 Liqr. Lic. PM 2:38

LOT & LOT 2

ITEM 16

CHANDLER arizona
Community of Innovation

City Council Memorandum **Management Services** **Memo No.** 200-06

Date: July 12, 2021
To: Mayor and Council
Thru: Joshua H. Wright, Acting City Manager
Dawn Lang, Management Services Director
From: Danielle Wells, Revenue and Tax Manager
Subject: New License Series 7, Beer and Wine Bar Liquor License Application for Jeffrey Craig Miller, Agent, Cooper's Hawk Scottsdale, LLC, DBA Cooper's Hawk Winery & Restaurant

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Proposed Motion:

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 151130, a Series 7, Beer and Wine Bar Liquor License, for Jeffrey Craig Miller, Agent, Cooper's Hawk Scottsdale, LLC, DBA Cooper's Hawk Winery & Restaurant, located at 3325 W. Chandler Boulevard, and approval of the City of Chandler Series 7, Beer and Wine Bar Liquor License No. 301185.

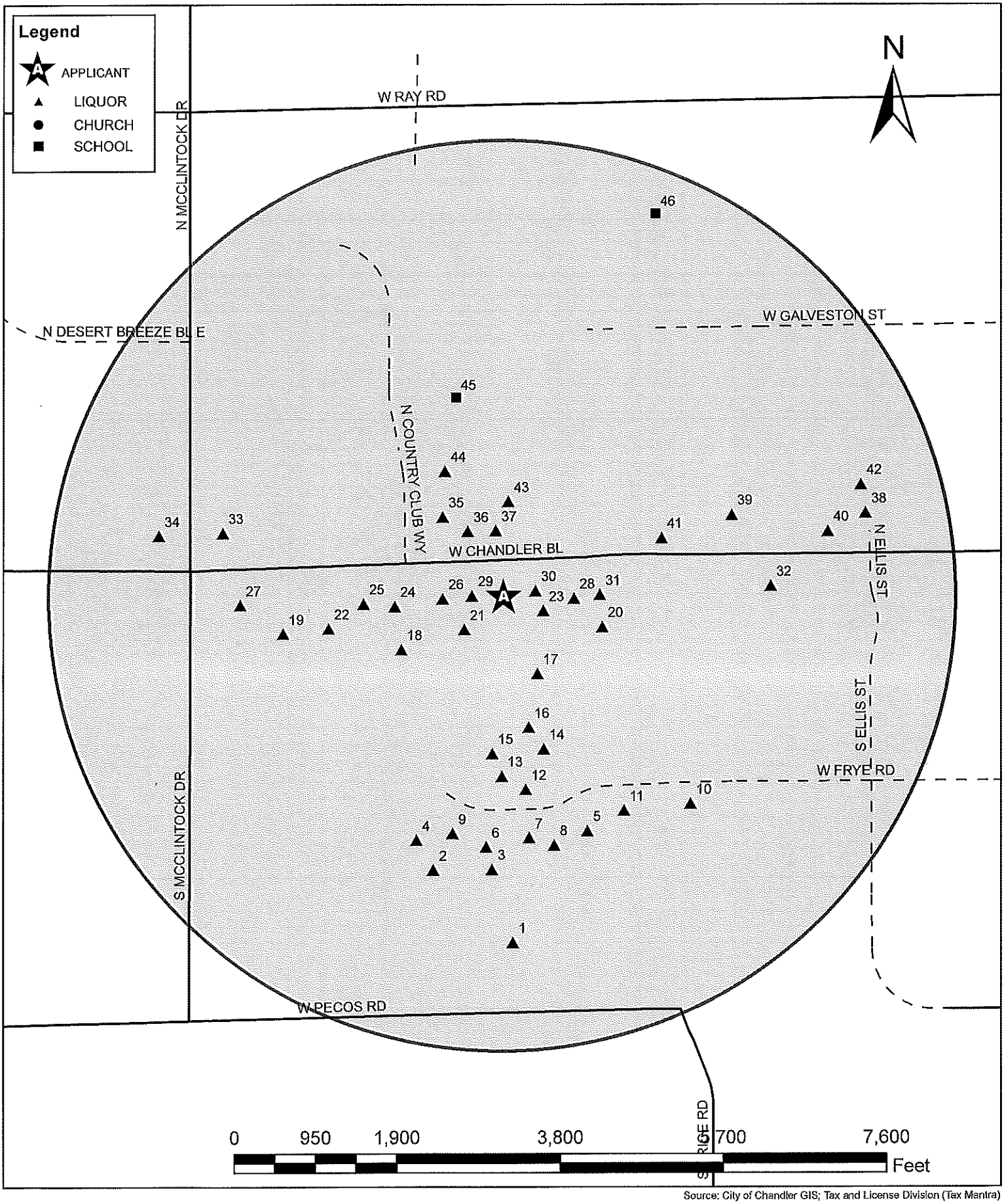
Discussion:

This application for a liquor license was posted for hearing on July 15, 2021.

The Police Department reports no objections to the issuance of this license, and no written protests pursuant to A.R.S. 4-201(B) have been received. With a Series 7, Beer and Wine Bar Liquor License, the business may sell beer and wine only for on- or off-premise consumption.

Attachments

A-Map
B-Floor Plan



Source: City of Chandler GIS; Tax and License Division (Tax Mantra)

Chandler + Arizona

Liquor License Map - 3325 W. Chandler Boulevard

This map shows the locations of all churches, schools and spirituous liquor outlets within a one (1) mile radius of the proposed location.

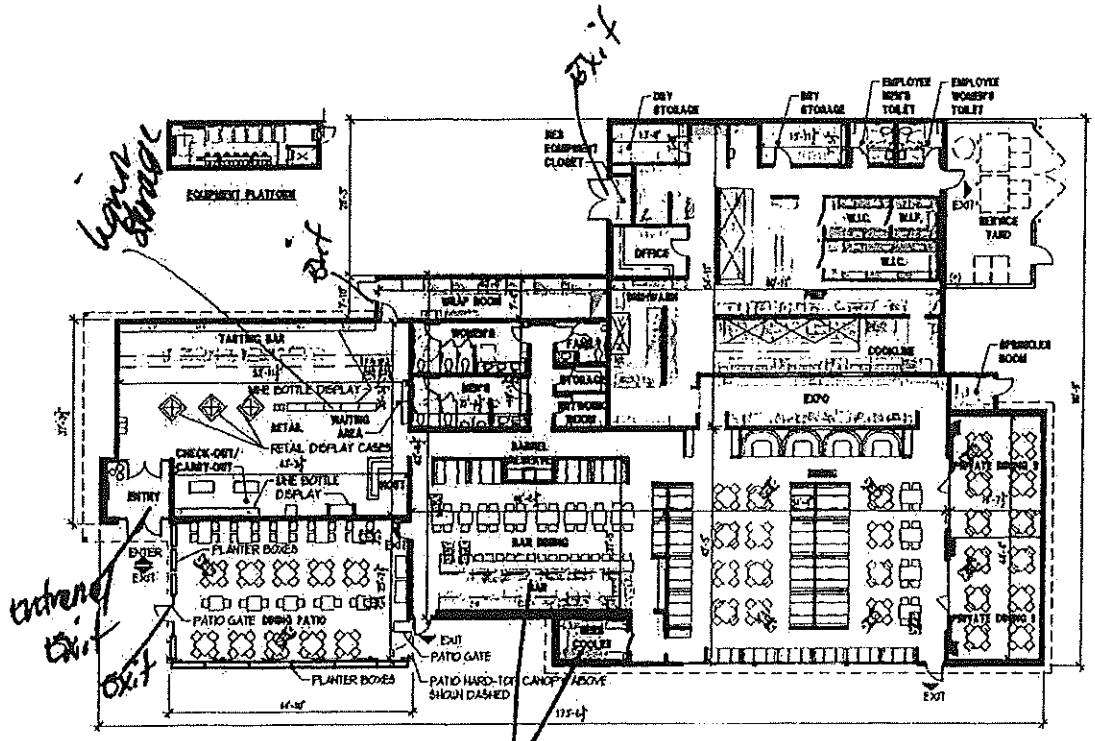
Please refer to attached list for additonal information

A Cooper's Hawk Winery & Restaurant
1 Costco Wholesale #736
2 810 Billiards & Bowling
3 Target Stores #T-1838
4 Choolha Indian Room
5 Sicilian Butcher
6 Someburros Mexican Food
7 Cambria Market
8 Cambria Hotel Phoenix Chandler
9 Chompie'S Restaurant
10 Hilton Hotel Phoenix/Chandler
11 Thirsty Lion Gastropub & Grill
12 Famous Dave's
13 Harkins Chandler Fashion Center Cinemas LLC
14 BJ's Restaurant & Brewery
15 Buffalo Wild Wings #247
16 Old Spaghetti Factory
17 Cheesecake Factory
18 Element Hotel By Westin Chandler Fashion
19 AZ Wine Distributors LLC
20 Benihana
21 Firebird Wood Fired Grill
22 Towneplace Suites
23 Howlers Restaurant And Sports Bar
24 Hyatt Place Phoenix/Chandler-Fashion Center
25 La Madeleine French Bakery & Cafe
26 Hop Social Tavern
27 Espos Mexican Food
28 The Keg Steakhouse & Bar
29 Chipotle Mexican Grill #1718
30 Pf Chang's China Bistro
31 Chili'S Grill & Bar #879
32 Full Circle Auto Wash
33 Staybridge Suite Phoenix-Chandler
34 Circle K Store #9161
35 Abuelo's Mexican Food Embassy
36 Olive Garden Italian Restaurant #1561
37 Red Robin Gourmet Burgers
38 Juan Jaimes Tacos And Tequila
39 Black Angus Steakhouse
40 Cheddars Casual Cafe
41 Mimis Cafe
42 NYPD Pizza
43 Pieology Pizzeria
44 Wal-Mart Supercenter #6480
45 Kyrene Traditional Academy
46 Paragon Science Academy

NOTE: The information provided on this page represents all active Liquor Licenses which may include businesses in transition to a new owner/use. Therefore, the prior business name may still be listed since the license has not been final closed.

'21 MAY 12 Liqr. Lic. AM 8:01

INTERIOR SEATING	
DINING	148 SEATS (38 TABLES)
PRIVATE DINING	48 SEATS (8 TABLES)
BAR / BAR DINING	65 SEATS (14 TABLES)
TOTAL INTERIOR	261 SEATS (64 TABLES)
EXTERIOR SEATING	
DINING PATIO	70 SEATS (20 TABLES)
TOTAL EXTERIOR	70 SEATS (20 TABLES)
TOTAL (261 + 70)	331 SEATS (84 TABLES)



'21 JUN 4 Liqr. Lic. PM 2:38

COOPER'S HAWK WINERY & RESTAURANT

Floor Plan - Seating

Chandler, AZ | Project No. 184106 | February 04, 2021 | Scale: 1/4" = 1'-0"

N

aria GROUP

L07 & L12

ITEM 17

City Council Memorandum **Management Services** **Memo No.** 22-004

Date: July 12, 2021

To: Mayor and Council

Thru: Joshua H. Wright, Acting City Manager
Dawn Lang, Management Services Director

From: Danielle Wells, Revenue and Tax Manager

Subject: License Series 9, Liquor Store Liquor License Application for Kim Kenneth Kwiatkowski, Agent, Circle K Stores, Inc., DBA Circle K Store #6651

Proposed Motion:

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 09070200, a Series 9, Liquor Store Liquor License, for Kim Kenneth Kwiatkowski, Agent, Circle K Stores, Inc., DBA Circle K Store #6651. This license application reflects a change in liquor license series from a Series 10, Beer & Wine Store Liquor License to a Series 9, Liquor Store Liquor License, located at 1010 E. Chandler Boulevard, and approval of the City of Chandler, Series 9, Liquor Store Liquor License No. 52488.

Discussion:

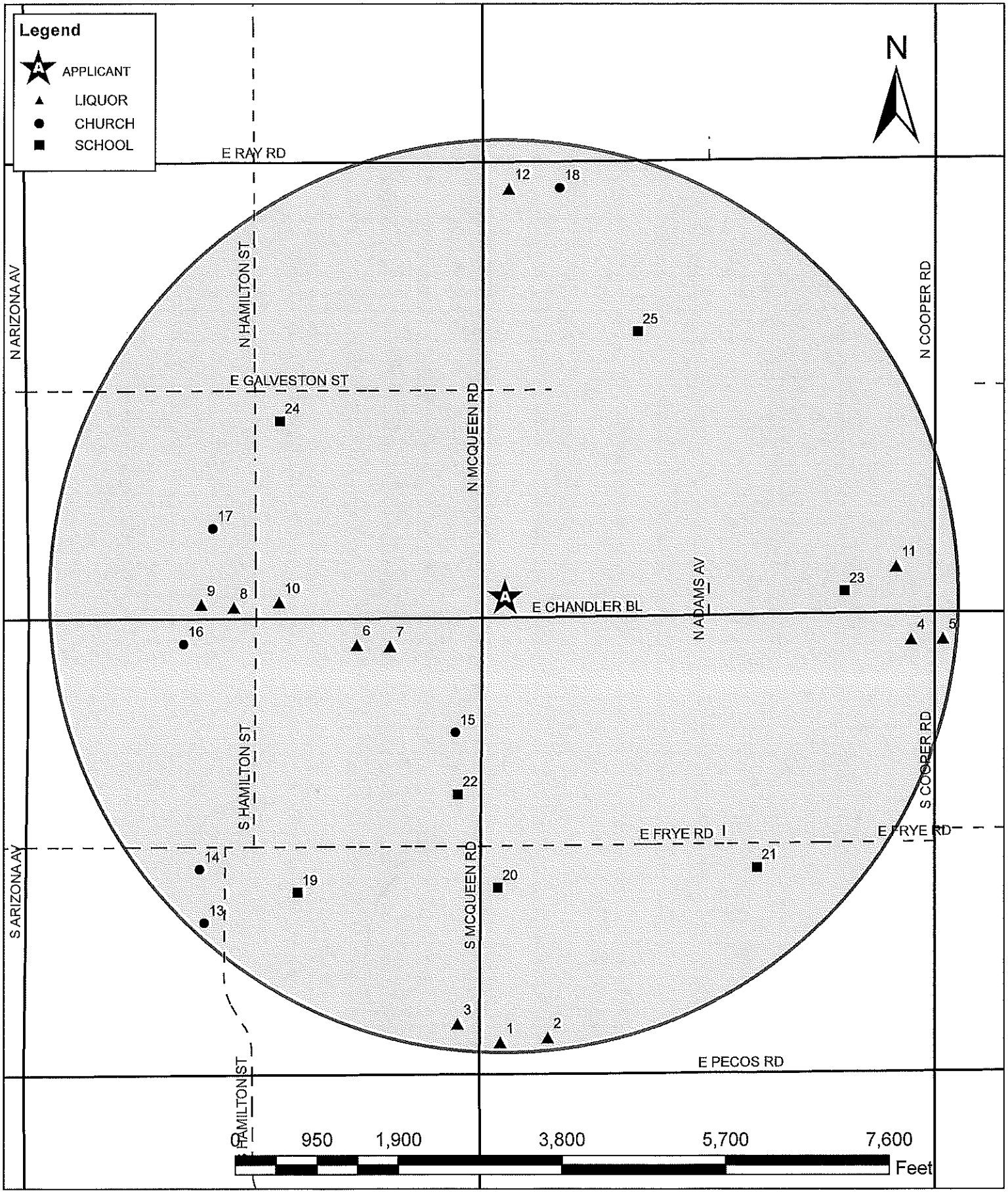
This application for a liquor license was posted for hearing on July 15, 2021.

The Police Department reports no objections to the issuance of this license, and no written protests pursuant to A.R.S. 4-201(B) have been received. With a Series 9, Liquor Store Liquor License, the business may sell all alcoholic beverages for off-premise consumption only.

Attachments

A-Map

B-Floor Plan



Source: City of Chandler GIS; Tax and License Division (Tax Mantra)

Chandler + Arizona

Liquor License Map - 1010 E Chandler Boulevard

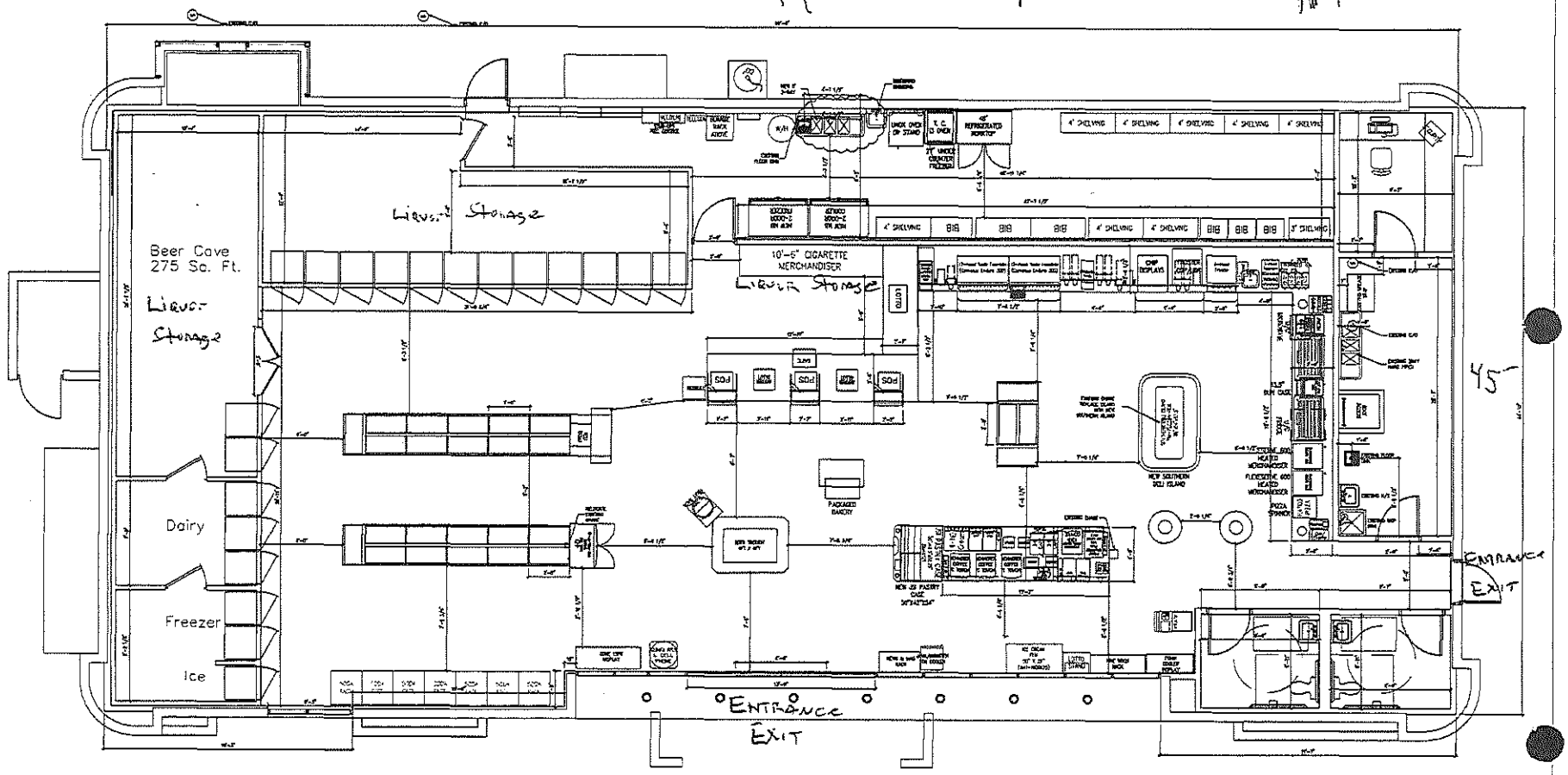
This map shows the locations of all churches, schools and spirituous liquor outlets within a one (1) mile radius of the proposed location.

Please refer to attached list for additonal information

A Circle K Store #6651
1 Chevron
2 Buon Padre Pizza
3 Bkd Backyard Joint
4 Walgreen Arizona Drug Co
5 Mobile
6 Singing Pandas Asian Restaurant & Bar
7 El Alamo Super Carniceria
8 Rapid-O Mart
9 La Lumbrera Carniceria
10 Chandler Boulevard Lounge
11 Wal-Mart Market #4324
12 Cvs/Pharmacy #07849
13 Centro De Alabanza Juda
14 Door Christian Center
15 Trinity Christian Fellowship
16 Centro Evangelistico Church Of God
17 East Valley Apostalic Church
18 LDS Church
19 Frye Elementary School
20 Willis Jr High School
21 Bologna Elementary School
22 Champion Academy
23 Basis Charter School
24 Galveston Elementary School
25 Sanborn Elementary School

NOTE: The information provided on this page represents all active Liquor Licenses which may include businesses in transition to a new owner/use. Therefore, the prior business name may still be listed since the license has not been final closed.

99' 4,455 sq ft N



Keyed Equipment Notes				General Notes		1/8/2020	PRELIM GO NORTH REVISDED
1	Star 50SCF Roller Grill	16	Nitro Coffee Dispenser	1	Electrical Service? (Amp, Phase, Meter #, Underground/Overhead, etc.)		ADD 1 EACH OF - 48" MB 2DR COOLER AND 2D FREEZER
2	Under Counter Thermo Drawer	17	Iced Coffee	2	Fire Sprinkler?		ADD UNOX AND STAND, TURBO CHEF OVEN
3	Nacho Cheese & Chip Rack	18	Ice Disp. Coffee	3	Existing Flooring in Sales Area (VCT, Ceramic Tile, Size)?		ADD 48" REFRIGERATED WORK TOP STAINLESS TABLE
4	Fresh Cold Cond. Disp. RTR-4	19	Flavor Shot Dispenser	4	Ceiling Height & Material in Sales Area?		ADD HATCO PIZZA SPINNER, 2- 21.8"FLEXESERVE 600 WARMERS
5	Fresh Hot Cond. Disp. HFW-12	20	Coffee Condiment	5	FRP locations?		ADD BAKERY NESTING TABLE
6	Piper 27" Bun Display Case	21	2-Flavor Creamiser	6	Public Restrooms? Re-finish?		NEW SOUTHERN DELI CASE ISLAND
7	Hatco Hot Food Warmer	22	5-Head Cappuccino	7	Remove Soffits?		KEEP TWO ROLLER GRILL AND SNEEZE GUARD
8	Hatco Pizza Carousel	23	Handsink	8	Re-Skin Checkstand & Cigarette Backbar?		REPLACE 27" LARGE BUN DISPLAY WITH 13.5" BUN DISPLAY
9	12-Head Fountain	24	Under Counter Microwave	9	LED lights at Cooler?		REPLACE PASTRY CASE WITH NEW JSI 50" PASTRY CASE BM1652
10	4-Head Froster Machine	25	Under Counter Trasn	10		Store #:	2706651
11	Bunn Iced Tea 2HD	26	27" Under Counter Retrig.	11			
12	Vitamin Water Disp.	27	F'Real Blending Barl	12		Address:	1010 E. CHANDLER BLVD CHANDLER AZ
13	Horchata 4HD Disp.	28	Pure Leaf Tea Displ.	13			MCQUEEN RD / CHANDLER BLVD NE
14	6 HD Tea Fountain	29	Lid Dispenser		24 JAN 7 12:36 PM 2020		
15	Schaerer Coffee Bean to Cup	30	Froster Lid Disp. TLO-DL-4BT				

ITEM 18

CHANDLER arizona
Community of Innovation

City Council Memorandum **Management Services** **Memo No.** 21-069

Date:	July 12, 2021
To:	Mayor and Council
Thru:	Joshua H. Wright, Acting City Manager Dawn Lang, Management Services Director
From:	Kristi Smith, Accounting Manager
Subject:	Claims Report for the Quarter Ended June 30, 2021

Proposed Motion:

Move to accept the claims report for the quarter ending June 30, 2021.

Background/Discussion

The claims report for the Accounts Payable payments for the quarter ending June 30, 2021, is attached here if viewing the agenda online per Section 3-6 of the City Code: The City Manager/designee shall advise the City Council of all claims and demands paid, together with the name of the vendors or payees, dates paid and amounts.

Attachments

Claims Report - Quarter Ending June 30, 2021

AP Claims Report- City Clerk

Time run: 7/1/2021 9:55:01 AM

Report Parameters:

Check Date - 04/01/2021,06/30/2021; Bank_Account_Name - E-PAYABLES,GENERAL,OPERATING

Payment Number	Payment Date	Vendor Name	Amount
694042	01-Apr-2021	BRINKS INCORPORATED	9,383.53
694043	01-Apr-2021	HUMES, SAMUEL L	38.00
694044	01-Apr-2021	QWEST CORPORATION DBA CENTURYLINK QC	102.66
694045	01-Apr-2021	S & S PAVING & CONSTRUCTION (R)	618.00
694046	06-Apr-2021	ARIZONA PUBLIC SERVICE COMPANY	5,954.00
694047	06-Apr-2021	CITY OF CEDAR RAPIDS	395.74
694048	06-Apr-2021	CITY OF GLENDALE (233-5)	4,837.70
694049	06-Apr-2021	CITY OF MESA	82.00
694050	06-Apr-2021	FLAGSTAFF HOUSING AUTHORITY	5,420.22
694051	06-Apr-2021	HOUSING AUTHORITY OF JOLIET	2,410.74
694052	06-Apr-2021	HOUSING AUTHORITY OF THE CITY OF BELLINGHAM	1,674.74
694053	06-Apr-2021	KING COUNTY HOUSING AUTHORITY	6,583.70
694054	06-Apr-2021	ORELLANA, LESLIE (R)	87.00
694055	06-Apr-2021	SALT RIVER PROJECT	3,339.00
694056	06-Apr-2021	SAN DIEGO HOUSING COMMISSION	2,494.74
694057	06-Apr-2021	SCOTT COUNTY CDA	744.74
694058	07-Apr-2021	AGREE CHANDLER LLC (R)	22.50
694059	07-Apr-2021	AGUA FRIA JUSTICE COURT	694.00
694060	07-Apr-2021	ALLIED UNIVERSAL SECURITY SERVICES	5,644.98
694061	07-Apr-2021	ALLIED UNIVERSAL SECURITY SERVICES	3,515.06
694062	07-Apr-2021	AMAZON ENVIRONMENTAL INC	7,800.00
694063	07-Apr-2021	APL ACCESS & SECURITY	280.00
694064	07-Apr-2021	ARIZONA ATTORNEY GENERAL	2,504.00
694065	07-Apr-2021	ARIZONA COUNTIES INSURANCE POOL	75.00
694066	07-Apr-2021	ARIZONA ELEVATOR SOLUTIONS INC	5,145.58
694067	07-Apr-2021	ARIZONA MATERIALS LLC	3,404.77
694068	07-Apr-2021	ARIZONA POWER AUTHORITY	3,898.73
694069	07-Apr-2021	ARIZONA PUBLIC SERVICE COMPANY	2,800.11
694070	07-Apr-2021	ARIZONA STATE TREASURER	282,160.49
694071	07-Apr-2021	ARIZONA TRUCK & COACH LLC	2,011.15
694072	07-Apr-2021	ARRINGTON WATKINS ARCHITECTS, LLC	40,540.69
694073	07-Apr-2021	ATTORNEYS FOR FREEDOM (R)	10.00
694074	07-Apr-2021	BAILEY STRATEGIC INNOVATION GROUP	5,000.00

694075	07-Apr-2021	BAKER & TAYLOR INC	5,408.90
694076	07-Apr-2021	BIOMECHANICS RESEARCH & CONSULTING INC (R)	5.00
694077	07-Apr-2021	BIOPRO LLC	645.00
694078	07-Apr-2021	BOMB BROWS LLC (R)	45.00
694079	07-Apr-2021	BOUND TREE MEDICAL LLC	1,514.36
694080	07-Apr-2021	BREYER LAW OFFICES (R)	20.00
694081	07-Apr-2021	BROWN, ENGSTRAND & SHELY LLC (R)	15.00
694082	07-Apr-2021	BUESING CORPORATION	170.00
694083	07-Apr-2021	CARE INC	132.00
694084	07-Apr-2021	CENTRALSQUARE TECHNOLOGIES, LLC	39,978.00
694085	07-Apr-2021	CHANDLER AREA UNITED WAY	3,699.60
694086	07-Apr-2021	CHANDLER CARE CENTER CHILDREN'S MEDICAL AND DENTAL CLINIC, INC	30,250.00
694087	07-Apr-2021	CHANDLER CHAMBER COMMUNITY FOUNDATION	2,112.00
694088	07-Apr-2021	CHANDLER/GILBERT YMCA	4,712.50
694089	07-Apr-2021	CHILLER CITY CORP	2,211.00
694090	07-Apr-2021	COMMERCIAL POOL REPAIR	21,303.14
694091	07-Apr-2021	COMMUNITY HEALTH CHARITIES	1,518.00
694092	07-Apr-2021	COMPUTER AID, INC	126,295.26
694093	07-Apr-2021	CORE & MAIN LP	104,834.72
694094	07-Apr-2021	COX COMMUNICATIONS INC	3.14
694095	07-Apr-2021	CPAAC	222.00
694096	07-Apr-2021	CRAWFORD MECHANICAL SERVICES	1,100.90
694097	07-Apr-2021	DATA PROCESSING AIR CORPORATION	317.24
694098	07-Apr-2021	DAY AUTO SUPPLY, INC	1,791.39
694099	07-Apr-2021	DESERT TOX, LLC	2,189.50
694100	07-Apr-2021	DIBBLE CM, LLC	25,935.00
694101	07-Apr-2021	DIGNITY HEALTH FOUNDATION	42,462.50
694102	07-Apr-2021	DPC ENTERPRISES LP	52,012.32
694103	07-Apr-2021	DREAMY DRAW JUSTICE COURT	400.00
694104	07-Apr-2021	DXP ENTERPRISES INC	751.24
694105	07-Apr-2021	GILA RIVER TELECOMMUNICATION	9.90
694106	07-Apr-2021	GILBERT MUNICIPAL COURT	200.00
694107	07-Apr-2021	KYRENE JUSTICE COURT	250.00
694108	07-Apr-2021	SALT RIVER PROJECT	1,381.67
694109	07-Apr-2021	TUCSON J P #1	500.00
694110	07-Apr-2021	EARNHARDT CHEVROLET	3,707.19
694111	07-Apr-2021	EAST VALLEY DISASTER SERVICES INC	9,792.73
694112	07-Apr-2021	EQ INSPIRATIONS	2,000.00
694113	07-Apr-2021	EXERPLAY INC	213.44
694114	07-Apr-2021	FACTORY MOTOR PARTS COMPANY	277.03

694115	07-Apr-2021	FAST FORWARD CONSTRUCTION, INC (R)	217,797.89
694116	07-Apr-2021	FIDELITY NATIONAL TITLE AGENCY INC	75.00
694117	07-Apr-2021	FLYERS ENERGY LLC	39,274.40
694118	07-Apr-2021	FORESITE DESIGN & CONSTRUCTION, INC	66,422.56
694119	07-Apr-2021	FRIENDS OF THE CHANDLER LIBRARY	114.00
694120	07-Apr-2021	GARRISON LAW FIRM (R)	5.00
694121	07-Apr-2021	GOLDBERG & OSBORNE (R)	5.00
694122	07-Apr-2021	GOLDBERG & OSBORNE (R)	5.00
694123	07-Apr-2021	GRAINGER INC	149.59
694124	07-Apr-2021	GRAINGER INC	2,089.96
694125	07-Apr-2021	GREAT TRAINING LLC	720.00
694126	07-Apr-2021	GROUNDS CONTROL LLC	94,556.55
694127	07-Apr-2021	GUIDESOFT INC	475.56
694128	07-Apr-2021	HEINFELD, MEECH & CO PC	30.00
694129	07-Apr-2021	INFONET REPORT SERVICES (R)	5.00
694130	07-Apr-2021	INTEGRATED MEDIA SOLUTIONS	4,409.93
694131	07-Apr-2021	INTERWEST SAFETY SUPPLY LLC	8,697.34
694132	07-Apr-2021	JOSEPH PAINTING COMPANY	472.82
694133	07-Apr-2021	JR'S SHOES & BOOTS	140.00
694134	07-Apr-2021	KANOPY LLC	1,895.00
694135	07-Apr-2021	KOGLMEIER LAW GROUP PLC (R)	5.00
694136	07-Apr-2021	LEVEL 3 COMMUNICATIONS LLC	9,476.84
694137	07-Apr-2021	LEXIS NEXIS (R)	5.00
694138	07-Apr-2021	LIGHTING UNLIMITED INC	307.80
694139	07-Apr-2021	LIM FAMILY MARTIAL ARTS	1,665.00
694140	07-Apr-2021	LOCAL GOVERNMENT HISPANIC NETWORK	1,500.00
694141	07-Apr-2021	MARICOPA CO DEPT OF ANIMAL CARE & CONTROL	53,745.50
694142	07-Apr-2021	MARICOPA COUNTY OFFICE OF THE LEGAL DEFENDER (R)	25.00
694143	07-Apr-2021	MARICOPA COUNTY TREASURER	24,273.14
694144	07-Apr-2021	MEJORANDO GROUP, THE	9,700.00
694145	07-Apr-2021	MIDWEST TAPE	600.64
694146	07-Apr-2021	MIWALL CORPORATION	9,313.92
694147	07-Apr-2021	MUNICIPAL EMERGENCY SERVICES INC	405.10
694148	07-Apr-2021	MY PARK SUPPLY LLC	30,293.85
694149	07-Apr-2021	NORTHERN ARIZONA CENTER FOR ENTREPRENEURSHIP AND TECHNOLOGY	20,833.33
694150	07-Apr-2021	OPTIONZ WITH ELIZA (R)	45.00
694151	07-Apr-2021	ORIGINAL WATERMEN, INC	6,312.78
694152	07-Apr-2021	OTTO LOGISTICS LLC	16,769.90
694153	07-Apr-2021	PATRIOT BOILER	49,228.16
694154	07-Apr-2021	PIONEER ATHLETICS	1,736.59

694155	07-Apr-2021	PRECISION CONCRETE CUTTING	2,806.78
694156	07-Apr-2021	PROJECT HOSTS INC	1,341.00
694157	07-Apr-2021	RECYCLE COACH	4,950.00
694158	07-Apr-2021	ROBERTS, MICKAELA (R)	85.20
694159	07-Apr-2021	SHAFFER, KATIE (R)	45.00
694160	07-Apr-2021	TANG, MICHAEL (R)	5.00
694161	07-Apr-2021	BARTELS, SHELLEY (R)	5.00
694162	07-Apr-2021	EUROFINS TESTAMERICA	2,255.00
694163	07-Apr-2021	MCGARRY, RYAN (R)	10.00
694164	07-Apr-2021	RAFI LAW GROUP (R)	5.00
694165	07-Apr-2021	REYES & SONS LANDSCAPING LLC	3,855.00
694166	07-Apr-2021	RICOH USA INC	1,366.30
694167	07-Apr-2021	RIOS FINANCIAL GROUP LLC (	2,600.00
694168	07-Apr-2021	ROOSEVELT WATER CONSERVATION DISTRICT	3,845.00
694169	07-Apr-2021	SAFELITE AUTOGLASS CORP	779.86
694170	07-Apr-2021	SALT RIVER PROJECT	14,675.71
694171	07-Apr-2021	SANDY'S BALLROOM	576.00
694172	07-Apr-2021	SENERGY PETROLEUM, LLC	21,468.15
694173	07-Apr-2021	SKYLINE WINDOW CLEANING	3,295.00
694174	07-Apr-2021	SMARTCOVER SYSTEMS	8,658.00
694175	07-Apr-2021	SNEDIGAR MARTIAL ARTS	900.00
694176	07-Apr-2021	SOFT HANDS PRESSURE WASHING	930.00
694177	07-Apr-2021	SOUTHERN TIRE MART, LLC	1,377.08
694178	07-Apr-2021	SPARKS KARATE	455.00
694179	07-Apr-2021	STATE CHEMICAL	1,682.56
694180	07-Apr-2021	SUN MECHANICAL CONTRACTING INC.	10,116.56
694181	07-Apr-2021	TALIS CONSTRUCTION CORP	27,748.92
694182	07-Apr-2021	TEL TECH NETWORKS, INC.	2,510.31
694183	07-Apr-2021	THATCHER COMPANY OF ARIZONA	35,528.65
694184	07-Apr-2021	THE CTK GROUP	4,500.00
694185	07-Apr-2021	TORRENT RESOURCES INC	2,800.00
694186	07-Apr-2021	UBM ENTERPRISE, INC	12,365.85
694187	07-Apr-2021	USA FORENSIC	5,500.00
694188	07-Apr-2021	VERIZON WIRELESS	50.00
694189	07-Apr-2021	W W WILLIAMS	15,539.54
694190	07-Apr-2021	WALKER INVESTIGATIONS (R)	25.00
694191	07-Apr-2021	WESTERN STATES FIRE PROTECTION	18,496.91
694192	07-Apr-2021	WILSON ENGINEERS LLC	161,422.50
694193	07-Apr-2021	YELLOWSTONE LANDSCAPE	50,276.52
694194	07-Apr-2021	ZIEMBA PHOTOGRAPHIC ARTS	1,500.00

694195	07-Apr-2021	ALMANZAR, MANUEL (R)	38.05
694196	07-Apr-2021	ALVARO, JONATHAN (R)	33.17
694197	07-Apr-2021	AMOE, MIRANDA (R)	500.00
694198	07-Apr-2021	ANDERSON, HAYLEY (R)	24.48
694199	07-Apr-2021	ARANDA, LUIS (R)	14.47
694200	07-Apr-2021	ATTARPOUR, JILL (R)	92.14
694201	07-Apr-2021	BAKER, KYLE (R)	50.02
694202	07-Apr-2021	BALDERAMA, ELIZABETH (R)	79.50
694203	07-Apr-2021	BIRCAN, MURAT (R)	44.79
694204	07-Apr-2021	CARRAWAY, DENNIS (R)	40.59
694205	07-Apr-2021	CHUNDURI, PONGPRAPA (R)	17.51
694206	07-Apr-2021	DAVY, NORMAND (R)	19.95
694207	07-Apr-2021	DE CARO, CHARLES (R)	35.77
694208	07-Apr-2021	DOBYNS, ANNE (R)	15.71
694209	07-Apr-2021	DON & VICKIE LLC (R)	322.73
694210	07-Apr-2021	DRESSEN, PAUL (R)	16.69
694211	07-Apr-2021	ELLIS, DANIELLE (R)	7.14
694212	07-Apr-2021	ENRIQUEZ MARTINEZ, SAUL (R)	77.89
694213	07-Apr-2021	FIGUEROA, MIGUEL (R)	36.11
694214	07-Apr-2021	FLEENOR, MALLORY (R)	31.64
694215	07-Apr-2021	GARRO NUNEZ, JOSUE (R)	26.74
694216	07-Apr-2021	GIORDANO, ROBIN (R)	80.68
694217	07-Apr-2021	GONZALEZ CONSTRUCTION (R)	1,016.10
694218	07-Apr-2021	GRADY, TIMOTHY (R)	45.40
694219	07-Apr-2021	GREENE, TRUDY (R)	8.71
694220	07-Apr-2021	HAMILTON, BRITTNEY (R)	74.38
694221	07-Apr-2021	HANSEN, JAMES (R)	283.79
694222	07-Apr-2021	HAUSER, GARRET (R)	26.87
694223	07-Apr-2021	HENSEL, GREG (R)	83.49
694224	07-Apr-2021	HOLLINGSWORTH, SONDRA (R)	152.15
694225	07-Apr-2021	HOWERTON, MARY (R)	81.47
694226	07-Apr-2021	HUANG, MEIHSUH (R)	92.59
694227	07-Apr-2021	HULTERSTROM, STEVE (R)	28.31
694228	07-Apr-2021	HUTCHES, JESSICA (R)	46.72
694229	07-Apr-2021	JENKINS, ANN (R)	18.82
694230	07-Apr-2021	JOHNSON, JAYSON (R)	85.50
694231	07-Apr-2021	JOHNSTON, ALAN (R)	89.22
694232	07-Apr-2021	JONES, BRAEDYN (R)	23.33
694233	07-Apr-2021	KELLEY, MICHELE (R)	39.39
694234	07-Apr-2021	KINCADE, ASHLEY (R)	39.45

694235	07-Apr-2021	KIVINEN, VILLE (R)	42.51
694236	07-Apr-2021	KLOB, PAULA (R)	88.39
694237	07-Apr-2021	LAPP, KELLY (R)	11.20
694238	07-Apr-2021	LEE, MICHAEL (R)	21.38
694239	07-Apr-2021	LEYBOVICH, PATRISHA (R)	46.88
694240	07-Apr-2021	LIN CHUN, CHENG (R)	57.99
694241	07-Apr-2021	LISH, DEVIN (R)	23.77
694242	07-Apr-2021	LOPEZ, CECILIO (R)	26.95
694243	07-Apr-2021	MALDONADO, CARINO (R)	11.31
694244	07-Apr-2021	MARQUEZ, BRIAN (R)	28.51
694245	07-Apr-2021	MARTINEZ, ADRIANA (R)	59.50
694246	07-Apr-2021	MILLER, KUSUM (R)	43.31
694247	07-Apr-2021	NEUMEYER, RICK (R)	6.15
694248	07-Apr-2021	NORTHROP, SHERRY (R)	66.93
694249	07-Apr-2021	OSEGUERA, ANDREA (R)	52.73
694250	07-Apr-2021	PALMISANO, JOE (R)	37.25
694251	07-Apr-2021	PARK, THOMAS (R)	77.97
694252	07-Apr-2021	PARRY, TONY (R)	63.03
694253	07-Apr-2021	PARVEEN, HOMAIRA (R)	85.16
694254	07-Apr-2021	PETITE, LORI (R)	67.23
694255	07-Apr-2021	RAMSEY, JOHN (R)	111.73
694256	07-Apr-2021	REALTY INCOME (R)	493.69
694257	07-Apr-2021	RICHARDSON, KEARSTIN (R)	33.40
694258	07-Apr-2021	ROGERS, JOHN T (R)	12.14
694259	07-Apr-2021	ROMNEY, SHARI (R)	67.71
694260	07-Apr-2021	RUSSELL, DANIEL (R)	39.53
694261	07-Apr-2021	SALGADO, ROMEO (R)	46.01
694262	07-Apr-2021	SCHILLER, JEFF (R)	24.99
694263	07-Apr-2021	SHAW, MARK (R)	77.66
694264	07-Apr-2021	SMITH, ERIKA (R)	60.79
694265	07-Apr-2021	SOLESKY, ANTHONY (R)	94.25
694266	07-Apr-2021	STEACH, HEIDI (R)	26.74
694267	07-Apr-2021	STORMS, EARL (R)	83.41
694268	07-Apr-2021	STOWE, ELISE (R)	2,350.66
694269	07-Apr-2021	THIEL, APRIL (R)	43.49
694270	07-Apr-2021	THIES, BRAD (R)	18.39
694271	07-Apr-2021	VAN ETTEN, KEN (R)	59.98
694272	07-Apr-2021	WATTS, ASHLEIGH (R)	53.89
694273	07-Apr-2021	WEINBERG, BEN (R)	103.45
694274	07-Apr-2021	WHALEN, MATTHEW (R)	23.44

694275	07-Apr-2021	WOOD, CODY (R)	53.91
694276	09-Apr-2021	BECOAT, ELITHA	381.00
694277	09-Apr-2021	DALLAS HOUSING AUTHORITY	9,760.70
694278	09-Apr-2021	JONES, JACQUELINE (R)	284.00
694279	09-Apr-2021	SPEARS-RAMOS, GISILA	14,531.29
694280	09-Apr-2021	TEAM SIZZLE	1,100.00
694281	09-Apr-2021	VISTA STAR COMPANY, LLC	553.00
694282	14-Apr-2021	A MIND FOR DETAIL INC	5,980.01
694283	14-Apr-2021	ACCELERATED TECHNOLOGY LABORATORIES	9,959.00
694284	14-Apr-2021	ADAPTIVE ARCHITECTS, INC	7,820.00
694285	14-Apr-2021	ADP INTERPRETING LLC	140.00
694286	14-Apr-2021	AFFILIATED ENGINEERS, INC	14,652.00
694287	14-Apr-2021	AFLAC	137.67
694288	14-Apr-2021	ALLIED UNIVERSAL SECURITY SERVICES	833.20
694289	14-Apr-2021	AMERICAN FITNESS SERVICES, LLC	874.21
694290	14-Apr-2021	ARIZONA COUNTIES INSURANCE POOL	75.00
694291	14-Apr-2021	ARIZONA DEPT OF TRANSPORTATION	10,000.00
694292	14-Apr-2021	ARIZONA MATERIALS LLC	3,740.42
694293	14-Apr-2021	ARIZONA PUBLIC SERVICE COMPANY	231.07
694294	14-Apr-2021	ARIZONA WASTEWATER INDUSTRIES INC	2,551.76
694295	14-Apr-2021	BOUND TREE MEDICAL LLC	1,311.82
694296	14-Apr-2021	BUESING CORPORATION	35.00
694297	14-Apr-2021	CENTURYLINK	17,018.42
694298	14-Apr-2021	CHANDLER CHAMBER COMMUNITY FOUNDATION	1,920.00
694299	14-Apr-2021	CITY OF PHOENIX	10,500.00
694300	14-Apr-2021	CLARK TRANSPORTATION SOLUTIONS	2,256.71
694301	14-Apr-2021	COFFMAN ASSOCIATES INC	10,945.75
694302	14-Apr-2021	COMBS CONSTRUCTION COMPANY	121,925.34
694303	14-Apr-2021	CONSOLIDATED MANAGEMENT CORP	10.00
694304	14-Apr-2021	CORDOVA, ROMMEL	100.00
694305	14-Apr-2021	COX COMMUNICATIONS INC	1,605.00
694306	14-Apr-2021	DAY AUTO SUPPLY, INC	1,461.98
694307	14-Apr-2021	DECA SOUTHWEST	7,505.44
694308	14-Apr-2021	DELL FINANCIAL SERVICES LLC	134,366.25
694309	14-Apr-2021	DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC	7,168.13
694310	14-Apr-2021	DIBBLE CM, LLC	1,000.00
694311	14-Apr-2021	DPC ENTERPRISES LP	25,541.01
694312	14-Apr-2021	GILBERT MUNICIPAL COURT	100.00
694313	14-Apr-2021	OPTUM	3,654.84
694314	14-Apr-2021	PIRRONE, ANDREW	200.00

694315	14-Apr-2021	AXIA REAL ESTATE APPRAISERS	950.00
694316	14-Apr-2021	EARNHARDT	406.34
694317	14-Apr-2021	EARNHARDT CHEVROLET	396.53
694318	14-Apr-2021	EMPIRE SOUTHWEST	83.31
694319	14-Apr-2021	ENG, LEUNG	160.00
694320	14-Apr-2021	EUROFINS TESTAMERICA	3,924.00
694321	14-Apr-2021	EUROFINS TESTAMERICA	2,114.00
694322	14-Apr-2021	EXCERGY LLC	26,970.29
694323	14-Apr-2021	FACTORY MOTOR PARTS COMPANY	245.64
694324	14-Apr-2021	FLYERS ENERGY LLC	39,163.96
694325	14-Apr-2021	GRAINGER INC	751.84
694326	14-Apr-2021	GROUNDS CONTROL LLC	3,462.00
694327	14-Apr-2021	GUIDESOFT INC	951.12
694328	14-Apr-2021	HDR ENGINEERING INC	1,958.50
694329	14-Apr-2021	HOM, INC	1,188.55
694330	14-Apr-2021	INTEGRATED MEDIA SOLUTIONS	2,447.35
694331	14-Apr-2021	ISO SERVICES, INC	25.00
694332	14-Apr-2021	JACK'S TIRE & OIL MANAGEMENT COMPANY, INC	190.96
694333	14-Apr-2021	KWALL LLC	3,500.00
694334	14-Apr-2021	LANGUAGE CONNECTION	170.00
694335	14-Apr-2021	LEVEL 3 COMMUNICATIONS LLC	2,814.60
694336	14-Apr-2021	LEVEL 3 COMMUNICATIONS LLC	2,385.22
694337	14-Apr-2021	LIFELONG FITNESS BY KATHI	1,940.00
694338	14-Apr-2021	LITHO TECH, INC.	9,668.66
694339	14-Apr-2021	LOGAN SIMPSON DESIGN INC	2,616.57
694340	14-Apr-2021	LOGOCOMOTION	188.43
694341	14-Apr-2021	LYFT INC	1,938.77
694342	14-Apr-2021	MARICOPA COUNTY	18,755.00
694343	14-Apr-2021	MATHESON TRI-GAS INC	299.08
694344	14-Apr-2021	MIDWEST FOOD BANK, NFP	9,887.50
694345	14-Apr-2021	MIRACLE RECREATION EQUIPMENT CO	4,208.70
694346	14-Apr-2021	MUNICIPAL EMERGENCY SERVICES INC	1,506.73
694347	14-Apr-2021	NORTHSTAR COMMUNICATIONS INC	44,515.00
694348	14-Apr-2021	NTT AMERICA INC	13,215.49
694349	14-Apr-2021	OFFICE OF THE JURY COMMISSION	377.00
694350	14-Apr-2021	OTTO LOGISTICS LLC	14,642.41
694351	14-Apr-2021	PIONEER ATHLETICS	1,736.59
694352	14-Apr-2021	PRECISION SWEEPING SERVICES, LLC	315.65
694353	14-Apr-2021	CORDOVA, ROMMEL	100.00
694354	14-Apr-2021	RAIN FOR RENT	8,422.79

694355	14-Apr-2021	REPUBLIC SERVICES INC	606.23
694356	14-Apr-2021	REYES & SONS LANDSCAPING LLC	65.10
694357	14-Apr-2021	RICOH USA INC	1,844.15
694358	14-Apr-2021	RIGHT CHOICE LLC (R)	716.63
694359	14-Apr-2021	ROCHA, LLC	3,934.90
694360	14-Apr-2021	ROSEMOUNT ANALYTICAL	3,268.74
694361	14-Apr-2021	SALVATION ARMY	42,500.00
694362	14-Apr-2021	SAN TAN FORD	153,528.88
694363	14-Apr-2021	SCHNEIDER ELECTRIC SYSTEMS USA INC	28,143.00
694364	14-Apr-2021	SEALY MEDIA	1,375.00
694365	14-Apr-2021	SECURITY TITLE AGENCY	25,608.00
694366	14-Apr-2021	SECURITY TITLE AGENCY	15,513.00
694367	14-Apr-2021	SECURITY TITLE AGENCY	36,378.00
694368	14-Apr-2021	SECURITY TITLE AGENCY	44,181.00
694369	14-Apr-2021	SECURITY TITLE AGENCY	22,966.00
694370	14-Apr-2021	SENERGY PETROLEUM, LLC	8,076.77
694371	14-Apr-2021	SENTINEL TECHNOLOGIES	218,619.89
694372	14-Apr-2021	SKYLINE WINDOW CLEANING	358.00
694373	14-Apr-2021	SOUTHERN TIRE MART, LLC	573.96
694374	14-Apr-2021	STANLEY CONSULTANTS INC	22,548.04
694375	14-Apr-2021	T-MOBILE USA	186.68
694376	14-Apr-2021	T-MOBILE USA	59.50
694377	14-Apr-2021	THATCHER COMPANY OF ARIZONA	45,819.71
694378	14-Apr-2021	TORRENT RESOURCES INC	4,150.27
694379	14-Apr-2021	TREELAND NURSERIES, INC	1,842.45
694380	14-Apr-2021	TYRRELL, PAUL (R)	81.60
694381	14-Apr-2021	UBM ENTERPRISE, INC	614.08
694382	14-Apr-2021	UNIVERSAL POLICE SUPPLY CO	756.70
694383	14-Apr-2021	URBANO, MICHAEL (R)	35.00
694384	14-Apr-2021	VERMEER SALES SOUTHWEST INC	4,944.66
694385	14-Apr-2021	VINCON ENGINEERING CONSTRUCTION LLC	629,872.29
694386	14-Apr-2021	VOIANCE LANGUAGE SERVICES LLC	600.73
694387	14-Apr-2021	WATER & ENERGY SYSTEMS TECHNOLOGY INC	2,306.75
694388	14-Apr-2021	WESTERN STATES FIRE PROTECTION	2,963.00
694389	14-Apr-2021	WILSON ENGINEERS LLC	4,575.00
694390	14-Apr-2021	WORKGROUP CONNECTIONS INC	11,205.00
694391	14-Apr-2021	YELLOWSTONE LANDSCAPE	24,702.46
694392	14-Apr-2021	ANDERSON, CHRISTOPHER (R)	57.67
694393	14-Apr-2021	ARBIZU, ANA (R)	59.66
694394	14-Apr-2021	ARBOGAFT, BRITTNEY (R)	77.71

694395	14-Apr-2021	AZ CASH FIRE (R)	35.43
694396	14-Apr-2021	BITCON, SCOTT (R)	1,143.25
694397	14-Apr-2021	CALES, GLORIA (R)	199.47
694398	14-Apr-2021	CALLAHAN, JANE (R)	15.84
694399	14-Apr-2021	CERNY, DOUG (R)	12.21
694400	14-Apr-2021	CHOI, ANNA (R)	28.17
694401	14-Apr-2021	COLEMAN, SCOTT (R)	77.94
694402	14-Apr-2021	DE LUNA, CAMEA (R)	59.50
694403	14-Apr-2021	DOMINGUEZ, RENDON (R)	10.01
694404	14-Apr-2021	EL NUEVO COYOTE LLC (R)	177.01
694405	14-Apr-2021	FERNANDEZ, RICHARD (R)	22.00
694406	14-Apr-2021	FETHERBAY, CLAYTON (R)	62.54
694407	14-Apr-2021	FOOTE, JESSICA (R)	90.76
694408	14-Apr-2021	GAO, XIANG (R)	11.44
694409	14-Apr-2021	GEINITZ, MATTHEW (R)	50.61
694410	14-Apr-2021	GOTHIER, ANNA (R)	44.07
694411	14-Apr-2021	GRAIG, SIDNEY (R)	72.18
694412	14-Apr-2021	INGRAHAM, JUSTIN (R)	67.30
694413	14-Apr-2021	ISKANDER, JACK (R)	25.00
694414	14-Apr-2021	LANE, MARILYN (R)	326.50
694415	14-Apr-2021	LEONARD, CORY (R)	390.65
694416	14-Apr-2021	LISONBEE, DOUGLAS (R)	28.06
694417	14-Apr-2021	PARROTT, JASON (R)	51.00
694418	14-Apr-2021	PORTEE, RICHARD (R)	46.23
694419	14-Apr-2021	RAORANE, DIGVIJAY (R)	61.25
694420	14-Apr-2021	ROSETTA, DAEDRA (R)	72.18
694421	14-Apr-2021	RUDD, ERIC (R)	111.32
694422	14-Apr-2021	RUIZ, JOSE (R)	37.26
694423	14-Apr-2021	SASAKI, SHIROW (R)	51.79
694424	14-Apr-2021	SOBERANES, RAMON (R)	76.13
694425	14-Apr-2021	TAYLOR, SASHA (R)	92.38
694426	14-Apr-2021	TERWILLEGAR, TIFFANY (R)	52.57
694427	14-Apr-2021	THOMPSON, TANYA (R)	51.56
694428	14-Apr-2021	VELEZ, GUS (R)	82.27
694429	14-Apr-2021	VESTAR DEVELOPMENT CO. C/O SANTAN GEM LLC (R)	717.82
694430	14-Apr-2021	WAI, CHE (R)	37.87
694431	14-Apr-2021	WASHINGTON, MARC (R)	15.21
694432	14-Apr-2021	WEINBERGER, YORDONA (R)	27.21
694433	14-Apr-2021	YANEZ, DULCE (R)	65.01
694434	14-Apr-2021	ZIVIC, JOHN S (R)	55.16

694435	15-Apr-2021	ADEN, GINA M	320.99
694436	15-Apr-2021	MARRIDI, AMJAD N	160.00
694437	15-Apr-2021	PENTLAND, STEPHEN AND DEBORAH (R)	59.76
694438	15-Apr-2021	POTTER, ANBOLYN D	244.00
694439	15-Apr-2021	ROZEMA, SARA L	67.29
694440	19-Apr-2021	BALLESTEROS, MARIA GUADALUPE (R)	5,292.12
694441	19-Apr-2021	MAYES, LADONNA (R)	18,308.06
694442	21-Apr-2021	DAVIS, GEORGE (R)	3.00
694443	21-Apr-2021	FOD CONTROL CORPORATION	7,295.00
694444	21-Apr-2021	HERPIN, RACHEL ANN	960.00
694445	21-Apr-2021	RAHMAN, REZAUR (R)	25.00
694446	21-Apr-2021	RED PILL INFOSEC LLC (R)	45.00
694447	21-Apr-2021	REPUBLIC SERVICES INC	6,052.50
694448	21-Apr-2021	REYES & SONS LANDSCAPING LLC	470.00
694449	21-Apr-2021	RICOH USA INC	3,686.99
694450	21-Apr-2021	RIDENOW CAG CHARITABLE FOUNDATION INC (R)	25.00
694451	21-Apr-2021	SALT RIVER PROJECT	2,650.00
694452	21-Apr-2021	SALT RIVER PROJECT	30,000.00
694453	21-Apr-2021	SCOUT SOLAR AZ LLC (R)	45.00
694454	21-Apr-2021	SEALY MEDIA	562.50
694455	21-Apr-2021	SEES CANDY SHOPS INC (R)	45.00
694456	21-Apr-2021	SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT	11,843.94
694457	21-Apr-2021	STARK ATHLETICS LLC	4,165.00
694458	21-Apr-2021	STINE, STEPHEN (R)	15.00
694459	21-Apr-2021	SUN DEVIL AUTO PARTS INC (R)	45.00
694460	21-Apr-2021	SUNSET SPAS OF ARIZONA LLC (R)	45.00
694461	21-Apr-2021	SURVEILLANCE SECURITY INC	864.00
694462	21-Apr-2021	T-MOBILE USA	4,400.75
694463	21-Apr-2021	T2 PEST SERVICES	128.00
694464	21-Apr-2021	TALIS CONSTRUCTION CORP	19,786.02
694465	21-Apr-2021	THATCHER COMPANY OF ARIZONA	20,940.60
694466	21-Apr-2021	TRAFFICADE SERVICE INC	1,727.70
694467	21-Apr-2021	UNIVERSAL POLICE SUPPLY CO	6,582.59
694468	21-Apr-2021	USP TECHNOLOGIES	18,382.00
694469	21-Apr-2021	VWP WILLIS (R)	83,181.54
694470	21-Apr-2021	WESTERN STATES FIRE PROTECTION	205.50
694471	21-Apr-2021	WIENEKE LAW GROUP PLC	762.50
694472	21-Apr-2021	WINDOM SECURITY STRATEGIES TODAY, LLC	1,200.00
694473	21-Apr-2021	WUNDERLICH-MALEC SYSTEMS, INC	2,000.00
694474	21-Apr-2021	ATWELL SAVAGE & DEMOLITION INC (R)	1,438.17

694475	21-Apr-2021	BEAZER HOMES (R)	1,351.42
694476	21-Apr-2021	BLESENER, JACK (R)	23.69
694477	21-Apr-2021	BROWN, CHARLES (R)	32.38
694478	21-Apr-2021	BRYSON, CURTIS (R)	8.71
694479	21-Apr-2021	BURGESS, ALICE (R)	66.76
694480	21-Apr-2021	CANNON, MICHELE (R)	86.24
694481	21-Apr-2021	CARRE, DONNA (R)	17.39
694482	21-Apr-2021	COTE, KJERSTI (R)	8.13
694483	21-Apr-2021	CREMER, NILDA (R)	34.56
694484	21-Apr-2021	CULBERTSON, SCOTT (R)	36.44
694485	21-Apr-2021	DAVIS, KYLE (R)	87.08
694486	21-Apr-2021	EPIC, STEPHANIE (R)	92.63
694487	21-Apr-2021	FAHMY, LAUREN (R)	44.31
694488	21-Apr-2021	FANG, YIYU (R)	58.56
694489	21-Apr-2021	FULLERTON CHANDLER BUSINESS (R)	231.23
694490	21-Apr-2021	GILBERT, DANIELLE (R)	128.62
694491	21-Apr-2021	GILLESPIE, KRISTEL (R)	13.80
694492	21-Apr-2021	HEBERLING, ERIC (R)	41.21
694493	21-Apr-2021	HENDERSON, DORIS (R)	23.37
694494	21-Apr-2021	HUERTAS, JOSE (R)	24.41
694495	21-Apr-2021	JOHNSON, CAROL (R)	29.24
694496	21-Apr-2021	KELLEY, JENNIFER (R)	32.39
694497	21-Apr-2021	KINDER, MORGAN (R)	1,261.71
694498	21-Apr-2021	KOELPIN, PHILIP (R)	76.06
694499	21-Apr-2021	KRAFT, LAURA (R)	14.54
694500	21-Apr-2021	KUBOTA, BECCA (R)	72.46
694501	21-Apr-2021	LUCIANO, NICOLE (R)	59.93
694502	21-Apr-2021	MAIA, MIRANDA KARINA (R)	33.74
694503	21-Apr-2021	MANIDANTAN, NAIR RAJKRISHNAN (R)	50.61
694504	21-Apr-2021	MARK, MARY (R)	8.50
694505	21-Apr-2021	MCGREGOR, DANIEL (R)	119.84
694506	21-Apr-2021	MILLS, GREG (R)	64.36
694507	21-Apr-2021	MISTERY, PRAVIN (R)	59.85
694508	21-Apr-2021	MORRIS, STEPHEN (R)	93.90
694509	21-Apr-2021	OIB CONSULTING LLC (R)	1,276.72
694510	21-Apr-2021	OLEKSANDROVA, VLADLENA (R)	23.07
694511	21-Apr-2021	OZUNA, MICHAEL (R)	56.35
694512	21-Apr-2021	PEREZ-AVILES, EMMANUEL (R)	61.50
694513	21-Apr-2021	REAGLE, LAURA (R)	8.20
694514	21-Apr-2021	RODRIGUEZ, JOE (R)	32.16

694515	21-Apr-2021	ROMERO, SARA (R)	11.71
694516	21-Apr-2021	SAND, ED (R)	15.30
694517	21-Apr-2021	SAUER, APRIL (R)	57.57
694518	21-Apr-2021	SHAHIN, BEATRIZ (R)	729.80
694519	21-Apr-2021	STEENO, CASSANDRA (R)	61.86
694520	21-Apr-2021	THE CROSSING AT GILA SPRINGS LLC (R)	1,305.34
694521	21-Apr-2021	TNHC ARIZONA MARKETING LLC (R)	1,341.90
694522	21-Apr-2021	VELURI, NAGALAKSHMI (R)	22.89
694523	21-Apr-2021	ZMICH, DAVID (R)	15.05
694524	21-Apr-2021	7-ELEVEN INC (R)	50.00
694525	21-Apr-2021	A MIND FOR DETAIL INC	3,450.00
694526	21-Apr-2021	ADHIKARI, SANKET (R)	15.00
694527	21-Apr-2021	ALAMIR, ABDUL-RAZZAK (R)	15.00
694528	21-Apr-2021	AMADOR, HECTOR (R)	25.00
694529	21-Apr-2021	APL ACCESS & SECURITY	87,576.99
694530	21-Apr-2021	ARGUS INTERNATIONAL INC	2,380.00
694531	21-Apr-2021	ARIZONA ATTORNEY GENERAL	1,409.27
694532	21-Apr-2021	ARIZONA ELEVATOR SOLUTIONS INC	142.66
694533	21-Apr-2021	ARIZONA PUBLIC SERVICE COMPANY	12,157.62
694534	21-Apr-2021	ARIZONA TRUCK & COACH LLC	1,174.14
694535	21-Apr-2021	ASPEN TECHNOLOGIES	2,603.32
694536	21-Apr-2021	AUDIO VISUAL EXPERTS LLC	235.71
694537	21-Apr-2021	B & F CONTRACTING INC	380,955.63
694538	21-Apr-2021	BANNER MEDICAL GROUP (R)	45.00
694539	21-Apr-2021	BEST PLUMBING SPECIALTIES INC	734.09
694540	21-Apr-2021	BONNER, COLLEEN (R)	25.00
694541	21-Apr-2021	BOUND TREE MEDICAL LLC	2,610.33
694542	21-Apr-2021	CARLSBERG, WILLIAM (R)	150.00
694543	21-Apr-2021	CENTRALSQUARE TECHNOLOGIES, LLC	180.00
694544	21-Apr-2021	CENTURY GRAPHICS INC	9,912.37
694545	21-Apr-2021	CHANDLER CHAMBER COMMUNITY FOUNDATION	1,075.00
694546	21-Apr-2021	CHUSKA CONSULTING LLC	1,360.00
694547	21-Apr-2021	CITY OF PHOENIX	309,433.82
694548	21-Apr-2021	CLEARWING SYSTEMS INTEGRATION LLC	148,302.00
694549	21-Apr-2021	DBA CONSTRUCTION	3,489.63
694550	21-Apr-2021	DELANO, TODD (R)	25.00
694551	21-Apr-2021	DESERT OASIS AT COUNTRYSIDE ESTATES ALH (R)	11.26
694552	21-Apr-2021	DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC	95,753.84
694553	21-Apr-2021	DOOLEY ENTERPRISES INC.	11,914.11
694554	21-Apr-2021	DPC ENTERPRISES LP	88,264.36

694555	21-Apr-2021	MACE BECKSON, M.D., A PROFESSIONAL CORPORATION	42,607.50
694556	21-Apr-2021	SALT RIVER PROJECT	32.91
694557	21-Apr-2021	SECRETARY OF STATE	36.00
694558	21-Apr-2021	SOUTHWEST GAS CORP	18,038.09
694559	21-Apr-2021	AT&T MOBILITY	3,527.65
694560	21-Apr-2021	ELLSWORTH, CLEORA (R)	5.26
694561	21-Apr-2021	EUROFINS TESTAMERICA	2,970.00
694562	21-Apr-2021	FORESITE DESIGN & CONSTRUCTION, INC	12,177.48
694563	21-Apr-2021	FSL HOME IMPROVEMENTS	3,281.40
694564	21-Apr-2021	GILA RIVER INDIAN COMMUNITY	4,396.89
694565	21-Apr-2021	GILA RIVER INDIAN COMMUNITY UTILITY AUTHORITY	20,497.01
694566	21-Apr-2021	GRAINGER INC	411.48
694567	21-Apr-2021	GUIDESOFT INC	475.56
694568	21-Apr-2021	HACH COMPANY	7,051.55
694569	21-Apr-2021	HARMON, NICOLE OR MATTHEW (R)	25.00
694570	21-Apr-2021	HILL, TRICIA (R)	25.00
694571	21-Apr-2021	IDEAL IMAGE OF ARIZONA LLC (R)	85.00
694572	21-Apr-2021	JACK IN THE BOX (R)	15.00
694573	21-Apr-2021	KARY ENVIRONMENTAL SERVICES INC	532.50
694574	21-Apr-2021	KELLER ELECTRICAL INDUSTRIES INC	7,634.20
694575	21-Apr-2021	KNOBLAUCH, DANIEL (R)	25.00
694576	21-Apr-2021	LALIAS, ANDRE	474.15
694577	21-Apr-2021	LANGUAGE CONNECTION	479.00
694578	21-Apr-2021	LEVEL 3 COMMUNICATIONS LLC	630.75
694579	21-Apr-2021	LINDSAY ENGINEERING INC	1,680.20
694580	21-Apr-2021	LTI INC	308.00
694581	21-Apr-2021	MARQUEZ, VALERIE (R)	25.00
694582	21-Apr-2021	MCHONE, HEATHER (R)	25.00
694583	21-Apr-2021	MECHANICAL SOLUTIONS, INC	24,808.36
694584	21-Apr-2021	METERING SERVICES INC	8,620.00
694585	21-Apr-2021	MICHAEL WILSON KELLY-ARCHITECTS, LTD	14,925.00
694586	21-Apr-2021	MUNICIPAL EMERGENCY SERVICES INC	1,215.25
694587	21-Apr-2021	NAUJOKAITIS, ROBERT OR HEIDI (R)	15.00
694588	21-Apr-2021	NEW HOME COMPANY (R)	235.00
694589	21-Apr-2021	NFRA INC	10,820.53
694590	21-Apr-2021	NICOMIA	2,404.16
694591	21-Apr-2021	NTT AMERICA INC	18,297.08
694592	21-Apr-2021	OTTO LOGISTICS LLC	34,973.53
694593	21-Apr-2021	PARKSON CORPORATION	3,682.31
694594	21-Apr-2021	PITA JUNGLE ON THE MOVE LLC (R)	162.50

694595	21-Apr-2021	PREMIER ENGINEERING CORP	9,750.55
694596	21-Apr-2021	STAILEY, LINDA (R)	45.00
694597	22-Apr-2021	COONS, DANIEL N	97.00
694598	22-Apr-2021	DESCALLAR, CATHERINE (R)	10.03
694599	22-Apr-2021	WERTHER, ARIEL A	97.00
694600	27-Apr-2021	10615 W CAMPBELL LLC	915.00
694601	27-Apr-2021	1112 NORTH CALIFORNIA STREET PROPERTY LLC	812.00
694602	27-Apr-2021	1GPA	653.00
694603	27-Apr-2021	2013-1 IH BORROWER LP	3,553.00
694604	27-Apr-2021	2017-1 IH BORROWER LP	3,707.00
694605	27-Apr-2021	2017-2 IH BORROWER LP	502.00
694606	27-Apr-2021	2018-2 IH BORROWER LP	1,341.00
694607	27-Apr-2021	A & V VENTURES LLC	1,375.00
694608	27-Apr-2021	AHMETOVIC, AMILA	1,600.00
694609	27-Apr-2021	APARTMENT HUNTERS	4,438.00
694610	27-Apr-2021	ARCHES AT HIDDEN CREEK	1,418.00
694611	27-Apr-2021	BREWER & STRATTON PROPERTY MANAGEMENT LLC	3,094.00
694612	27-Apr-2021	CH REALTY VII-TH MHC CHANDLER WISHING WELL, LLC	456.00
694613	27-Apr-2021	DENALI REAL ESTATE LLC	2,104.00
694614	27-Apr-2021	DESERT WIDE PROPERTIES INC.	475.00
694615	27-Apr-2021	DO, HUNG VAN	1,128.00
694616	27-Apr-2021	DWIGHT SCHRUTE HOLDINGS LLC	1,226.00
694617	27-Apr-2021	FARNSWORTH REALTY & MANAGEMENT	1,534.00
694618	27-Apr-2021	GANI, OSAMA S	1,346.00
694619	27-Apr-2021	GEDDAM, PRIYABRUNDA	586.00
694620	27-Apr-2021	GHOMRAWI, ABDALLAH	1,205.00
694621	27-Apr-2021	GREAT HOMES REALTY, LLC	950.00
694622	27-Apr-2021	GREENTREE PLACE APARTMENTS	1,687.00
694623	27-Apr-2021	HAMMACK, PAULA	1,377.00
694624	27-Apr-2021	HOMETREND PROPERTY MANAGEMENT & REAL ESTATE INC	961.00
694625	27-Apr-2021	HUERTA, JUANITA	160.00
694626	27-Apr-2021	J & B INVESTMENT	1,114.00
694627	27-Apr-2021	KRE TRAILS OWNER LLC	8,732.00
694628	27-Apr-2021	LIFEWELL BEHAVIORAL WELLNESS	848.00
694629	27-Apr-2021	LIM, NIMUL	619.00
694630	27-Apr-2021	LYNN, DANNY	900.00
694631	27-Apr-2021	NELSEN, DON E.	972.00
694632	27-Apr-2021	NOMA GROUP INC	1,488.00
694633	27-Apr-2021	NXRT FAIRWAYS LLC	5,348.00
694634	27-Apr-2021	ON Q PROPERTY MANAGEMENT	1,706.00

694635	27-Apr-2021	ONE WAY HOMES, LLC	1,165.00
694636	27-Apr-2021	OROS, ARSENIO	65.00
694637	27-Apr-2021	PARK TOWER CHANDLER, LLC	1,053.00
694638	27-Apr-2021	PARKER, DIXIE L.	1,122.00
694639	27-Apr-2021	PHASE 1 ASSETS LLC	1,374.00
694640	27-Apr-2021	PRIME TIME INC	1,496.00
694641	27-Apr-2021	PROPERTY PLUS USA	677.00
694642	27-Apr-2021	PRS PROPERTY MANAGEMENT	1,352.00
694643	27-Apr-2021	REALTY EXECUTIVES, AN ARIZONA CORP	1,264.00
694644	27-Apr-2021	ROBERTS, CAROL YVONNE	881.00
694645	27-Apr-2021	RUVOLO, CHARLES OR LAURIE	741.00
694646	27-Apr-2021	SAISSAN, JOHN	626.00
694647	27-Apr-2021	SCREMIN FAMILY LTD	861.00
694648	27-Apr-2021	SECURED EQUITIES	1,004.00
694649	27-Apr-2021	SUN, HONGXLA	1,495.00
694650	27-Apr-2021	SUNDIAL REAL ESTATE	505.00
694651	27-Apr-2021	SUNDIAL REAL ESTATE LC	801.00
694652	27-Apr-2021	SUNDIAL REAL ESTATE LC	831.00
694653	27-Apr-2021	TEAM SIZZLE	1,100.00
694654	27-Apr-2021	THE HOUSING PROFESSIONALS LLC	2,452.00
694655	27-Apr-2021	THR PHOENIX LP	3,090.00
694656	27-Apr-2021	THR PROPERTY BORROWER LP	2,220.00
694657	27-Apr-2021	TRADELANDS LLC	1,478.00
694658	27-Apr-2021	TRAN, TOM B	1,011.00
694659	27-Apr-2021	VISTA ASSET COMPANY LLC	2,723.00
694660	27-Apr-2021	VISTA STAR COMPANY, LLC	4,852.00
694661	27-Apr-2021	WALTON ENTERPRISES LLC	573.00
694662	27-Apr-2021	WORLD CLASS PROPERTIES	364.00
694663	27-Apr-2021	WREF	12,604.00
694664	27-Apr-2021	WREF GREENTREE PLACE, LP	9,205.00
694665	27-Apr-2021	ZHENG, SHAO MEI	1,400.00
694666	28-Apr-2021	ADP INTERPRETING LLC	140.00
694667	28-Apr-2021	ALLARD COLLISION	5,994.16
694668	28-Apr-2021	ALLIED UNIVERSAL SECURITY SERVICES	3,332.90
694669	28-Apr-2021	AM SIGNAL, INC	281,393.64
694670	28-Apr-2021	AMERICAN INSPECTION AND TEST INC	330.00
694671	28-Apr-2021	AQUATIC CONSULTING & TESTING INC	5,861.67
694672	28-Apr-2021	ARIZONA ELEVATOR SOLUTIONS INC	8,273.21
694673	28-Apr-2021	ARIZONA MATERIALS LLC	1,974.40
694674	28-Apr-2021	ARIZONA OFFICE TECHNOLOGIES	132.19

694675	28-Apr-2021	ARIZONA PUBLIC SERVICE COMPANY	86.80
694676	28-Apr-2021	ARIZONA RUBBER CO	271.40
694677	28-Apr-2021	BAKER & TAYLOR INC	8,072.20
694678	28-Apr-2021	BIBLIOCOMMONS CORP	49,304.09
694679	28-Apr-2021	BINGHAM EQUIPMENT COMPANY	255.57
694680	28-Apr-2021	BLAINE, ALLEN C	19.00
694681	28-Apr-2021	BOUND TREE MEDICAL LLC	1,635.00
694682	28-Apr-2021	BROOKSIE'S	62.25
694683	28-Apr-2021	C&I SHOW HARDWARE & SECURITY SYSTEMS INC	1,046.41
694684	28-Apr-2021	CARTRIGHTS DRAIN SERVICE INC	11,992.50
694685	28-Apr-2021	CERNER CORPORATION	11,082.12
694686	28-Apr-2021	CHANDLER CHAMBER COMMUNITY FOUNDATION	1,210.00
694687	28-Apr-2021	CITY OF CHANDLER	2,877.47
694688	28-Apr-2021	CITY OF MESA	13,000.00
694689	28-Apr-2021	COPPER STATE PAVEMENT SERVICES, INC	22,500.00
694690	28-Apr-2021	CRAWFORD MECHANICAL SERVICES	626.00
694691	28-Apr-2021	D L SALES CORP	4,283.08
694693	28-Apr-2021	DAY AUTO SUPPLY, INC	3,414.20
694694	28-Apr-2021	DIBBLE CM, LLC	25,650.00
694695	28-Apr-2021	PIRRONE, ANDREW	150.00
694696	28-Apr-2021	NESTLE PURE LIFE	1,196.83
694697	28-Apr-2021	RDO EQUIPMENT COMPANY	2,379.06
694698	28-Apr-2021	REYES & SONS LANDSCAPING LLC	103,489.80
694699	28-Apr-2021	SAFELITE AUTOGLASS CORP	1,170.16
694700	28-Apr-2021	SENERGY PETROLEUM, LLC	14,711.04
694701	28-Apr-2021	SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT	14,015.60
694702	28-Apr-2021	SKYLINE WINDOW CLEANING	3,123.00
694703	28-Apr-2021	SOUTHERN TIRE MART, LLC	3,903.09
694704	28-Apr-2021	SOUTHWEST LAN CONNECTIONS	4,219.41
694705	28-Apr-2021	SOUTHWEST UMPIRES ASSOCIATION	3,588.00
694706	28-Apr-2021	SUN COUNTRY TRUCK EQUIPMENT INC	538.70
694707	28-Apr-2021	SUN MECHANICAL CONTRACTING INC.	137,197.90
694708	28-Apr-2021	SURVEILLANCE SECURITY INC	648.00
694709	28-Apr-2021	T2 PEST SERVICES	32.00
694710	28-Apr-2021	TECHNOLOGY INTEGRATORS LLC	2,420.51
694711	28-Apr-2021	TEL TECH NETWORKS, INC.	4,348.60
694712	28-Apr-2021	THATCHER COMPANY OF ARIZONA	35,667.94
694713	28-Apr-2021	THE DAVID ROUND COMPANY	7,606.02
694714	28-Apr-2021	TRANE	6,451.00
694715	28-Apr-2021	WESTERN STATES FIRE PROTECTION	4,609.65

694716	28-Apr-2021	WILSON ENGINEERS LLC	406,591.74
694717	28-Apr-2021	WORKHORSE DIVING AND SALVAGE	10,233.00
694718	28-Apr-2021	YELLOWSTONE LANDSCAPE	21,627.99
694719	28-Apr-2021	ADULKAR, SANDEEP (R)	101.15
694720	28-Apr-2021	BLAIR, MATTHEW (R)	53.99
694721	28-Apr-2021	BOELTER, NICHOLAS (R)	48.37
694722	28-Apr-2021	BRADLEY, JEFFREY (R)	76.24
694723	28-Apr-2021	CARLIN, DEVAN (R)	19.72
694724	28-Apr-2021	CHEN, EN-TIEN (R)	23.44
694725	28-Apr-2021	CLARK, DONALD (R)	44.19
694726	28-Apr-2021	CORONA JOINT VENTURE LLC (R)	337.81
694727	28-Apr-2021	DANG, KHA (R)	300.00
694728	28-Apr-2021	DEIGNAN, TERRY (R)	59.33
694729	28-Apr-2021	DEVALL, KELLIE (R)	31.19
694730	28-Apr-2021	DEVRIES, LOWELL (R)	64.99
694731	28-Apr-2021	DIZON, JERDANA (R)	55.73
694732	28-Apr-2021	GOODRICK, JEFF (R)	54.35
694733	28-Apr-2021	HANCOCK, BRYANT (R)	57.75
694734	28-Apr-2021	HAYNES-O'BRIEN, DAWN (R)	18.68
694735	28-Apr-2021	HERREJON-RUIZ, ANICA (R)	44.89
694736	28-Apr-2021	HOFFMANN, NANCY (R)	25.44
694737	28-Apr-2021	JOHN VOLKEN ACADEMY (R)	36.39
694738	28-Apr-2021	KEOVORABOUTH, TERRI (R)	30.87
694739	28-Apr-2021	LU, PING (R)	70.48
694740	28-Apr-2021	LUIS, AMENCIO (R)	67.11
694741	28-Apr-2021	MCCOY, KELLIE (R)	34.27
694742	28-Apr-2021	NARANJO, JUAN (R)	10.55
694743	28-Apr-2021	PLAUTZ, GREGORY (R)	44.05
694744	28-Apr-2021	POMONIS, AIMEE (R)	21.25
694745	28-Apr-2021	REILLY, DUSTIN (R)	23.42
694746	28-Apr-2021	REZAC, TREVOR (R)	17.74
694747	28-Apr-2021	SPRING, NATALIE (R)	146.31
694748	28-Apr-2021	TORGERSEN, ANDREW (R)	6.18
694749	28-Apr-2021	WEEKLEY, CHRISTOPHER (R)	86.72
694750	28-Apr-2021	WIEDUWILT, HAYLEY (R)	40.89
694751	28-Apr-2021	WILKINSON, MARIE (R)	39.52
694752	28-Apr-2021	WILSON, PETRIAN (R)	52.37
694753	28-Apr-2021	WOLFF, JOAN (R)	81.16
694754	28-Apr-2021	ALBERTO GARDEA FLEX BUILDERS (R)	120.00
694755	28-Apr-2021	EARNHARDT	7,645.53

694756	28-Apr-2021	EARNHARDT	42.96
694757	28-Apr-2021	EARNHARDT CHEVROLET	9,868.15
694758	28-Apr-2021	EQ INSPIRATIONS	2,000.00
694759	28-Apr-2021	EUROFINS TESTAMERICA	6,950.00
694760	28-Apr-2021	EZ-LINER INDUSTRIES	1,376.78
694761	28-Apr-2021	FACILITEQ AZ LLC	11,230.24
694762	28-Apr-2021	FACTORY MOTOR PARTS COMPANY	6,936.87
694763	28-Apr-2021	FLEETPRIDE INC	232.78
694764	28-Apr-2021	FORESITE DESIGN & CONSTRUCTION, INC	20,075.59
694765	28-Apr-2021	FULTON HOMES NORMAN NICHOLLS (R)	103.61
694766	28-Apr-2021	GEORG-O PRODUCTIONS	350.00
694767	28-Apr-2021	GO AZ MOTORCYCLES	159.86
694768	28-Apr-2021	GRAINGER INC	2,396.16
694769	28-Apr-2021	GRAINGER INC	4,824.97
694770	28-Apr-2021	GUIDESOFT INC	475.56
694771	28-Apr-2021	INDIE SIGNAGE (R)	861.92
694772	28-Apr-2021	INTERSTATE BATTERY SYSTEM OF PHX	2,705.36
694773	28-Apr-2021	JACK'S TIRE & OIL MANAGEMENT COMPANY, INC	2,126.88
694774	28-Apr-2021	JR'S SHOES & BOOTS	280.00
694775	28-Apr-2021	KAYO ENERGY (R)	120.00
694776	28-Apr-2021	LITTLER MENDELSON PC	1,936.00
694777	28-Apr-2021	LTI INC	372.00
694778	28-Apr-2021	MARICOPA COUNTY DEPT OF	35,798.59
694779	28-Apr-2021	MATHURA, KIRTI I	150.00
694780	28-Apr-2021	MC MC IME LLC	4,066.00
694781	28-Apr-2021	MIDWEST TAPE	346.46
694782	28-Apr-2021	MUNICIPAL EMERGENCY SERVICES INC	242.41
694783	28-Apr-2021	OCCUPATIONAL PHYSICIAN SERVICES	35.00
694784	28-Apr-2021	OTTO LOGISTICS LLC	6,166.81
694785	28-Apr-2021	PAGAN, EDUARDO OBREGON	150.00
694786	28-Apr-2021	PERKINELMER LAS, INC	3,052.00
694787	28-Apr-2021	PITNEY BOWES INC	693.85
694788	28-Apr-2021	POSTAL STRATEGIES CORPORATION	400.00
694789	28-Apr-2021	POSTMASTER	50,000.00
694790	28-Apr-2021	PRECISION SWEEPING SERVICES, LLC	3,625.28
694791	29-Apr-2021	ABOUDI, MANHAL	148.00
694792	29-Apr-2021	SALT RIVER PROJECT	97.95
694793	29-Apr-2021	STRESSMAN, LIBBY	133.95
694794	30-Apr-2021	ATLAS AZ, LLC	913.00
694795	30-Apr-2021	PARKER, DIXIE L.	592.00

694796	30-Apr-2021	PARKER, DIXIE L.	530.00
694797	05-May-2021	EARNHARDT	3,685.89
694798	05-May-2021	EARNHARDT CHEVROLET	582.19
694799	05-May-2021	ENVIRONMENTAL DRAIN & ODOR CONTROL SERVICES LLC	2,580.00
694800	05-May-2021	EUROFINS TESTAMERICA	10,690.00
694801	05-May-2021	FACTORY MOTOR PARTS COMPANY	206.46
694802	05-May-2021	FASTSIGNS	13,388.48
694803	05-May-2021	FLORES, JESSICA (R)	5.00
694804	05-May-2021	GRAINGER INC	6,939.10
694805	05-May-2021	GRAINGER INC	1,045.06
694806	05-May-2021	GROUNDS CONTROL LLC	42,117.00
694807	05-May-2021	GUIDESOFT INC	343.46
694808	05-May-2021	HACH COMPANY	4,544.00
694809	05-May-2021	HAZEN AND SAWYER	1,141.00
694810	05-May-2021	HERPIN, RACHEL ANN	900.00
694811	05-May-2021	ISLAND NAILS 1 LLC (R)	33.75
694812	05-May-2021	JACK'S TIRE & OIL MANAGEMENT COMPANY, INC	2,893.08
694813	05-May-2021	JACKSON WHITE ATTORNEYS AT LAW (R)	5.00
694814	05-May-2021	JR'S SHOES & BOOTS	109.25
694815	05-May-2021	KANOPY LLC	1,830.00
694816	05-May-2021	KWALL LLC	3,500.00
694817	05-May-2021	LANGUAGE CONNECTION	635.00
694818	05-May-2021	LIGHTING UNLIMITED INC	309.51
694819	05-May-2021	LIM FAMILY MARTIAL ARTS	1,800.00
694820	05-May-2021	LINCOLN AQUATICS	4,174.91
694821	05-May-2021	LITHO TECH, INC.	1,302.12
694822	05-May-2021	LOGOCOMOTION	139.04
694823	05-May-2021	LOWE, MICHELLE AND JAMES (R)	236.84
694824	05-May-2021	MARICOPA COUNTY TREASURER	23,464.13
694825	05-May-2021	MATHURA, KIRTI I	150.00
694826	05-May-2021	MCCOOK INDUSTRIES LLC	7,461.52
694827	05-May-2021	MERITAGE HOMES (R)	119,808.86
694828	05-May-2021	METERING SERVICES INC	15,987.88
694829	05-May-2021	MIDWEST TAPE	104.24
694830	05-May-2021	MOBILE CONCEPTS TECHNOLOGY, LLC	1,563.84
694831	05-May-2021	MUNICIPAL EMERGENCY SERVICES INC	148.70
694832	05-May-2021	NICOMIA	1,816.96
694833	05-May-2021	NTT AMERICA INC	32,902.74
694834	05-May-2021	ORACLE AMERICA INC	244.63
694835	05-May-2021	ORIGINAL WATERMEN, INC	2,320.06

694836	05-May-2021	OTTO ENVIRONMENTAL SYSTEMS NORTH AMERICA, INC.	24,382.41
694837	05-May-2021	OTTO LOGISTICS LLC	8,966.82
694838	05-May-2021	PLAN ET COMMUNITIES	4,011.00
694839	05-May-2021	PLURALSIGHT	11,047.35
694840	05-May-2021	PRAETORIAN DIGITAL; LEXIPOL LLC	10,450.00
694841	05-May-2021	PRECISE TREE AND LAWN CARE LLC (R)	33.75
694842	05-May-2021	PRECISION SWEEPING SERVICES, LLC	315.65
694843	05-May-2021	ABU-MAHAIMED, MARWAN (R)	100.82
694844	05-May-2021	ANAEME, ADA (R)	8.75
694845	05-May-2021	ANTOUN, JOSEPH (R)	68.52
694846	05-May-2021	AREVALO, MARY (R)	16.93
694847	05-May-2021	ARMSTRONG, SHEREE (R)	84.43
694848	05-May-2021	ASHEY, THOMAS (R)	32.43
694849	05-May-2021	BENDER, JEFF (R)	34.96
694850	05-May-2021	BERBLING, RYAN (R)	26.58
694851	05-May-2021	BILODEAU, ELIZABETH (R)	39.78
694852	05-May-2021	CONKLIN, BRENDEN (R)	24.91
694853	05-May-2021	DAVIS, ROBERT (R)	51.97
694854	05-May-2021	DUNSON, MARCUS (R)	43.78
694855	05-May-2021	EICHLIN, KATHRYN (R)	67.71
694856	05-May-2021	ESPARZA, IVAN (R)	132.87
694857	05-May-2021	FULCE, CARMEN (R)	60.47
694858	05-May-2021	GERMAINE, NORM (R)	1,424.04
694859	05-May-2021	GILA RIVER INDIAN COMMUNITY (LONE BUTTE) (R)	146,831.28
694860	05-May-2021	HALES, RYAN (R)	44.87
694861	05-May-2021	HOLLINGSWORTH, SONDRA (R)	70.20
694862	05-May-2021	HORN, ROBIN (R)	120.00
694863	05-May-2021	JJL HOME SOLUTIONS (R)	68.52
694864	05-May-2021	JOHNSON, STEVEN (R)	30.58
694865	05-May-2021	JONES, LINDSAY (R)	26.31
694866	05-May-2021	KIESEL, VIRGINIA (R)	28.95
694867	05-May-2021	KIM, DAVE (R)	100.33
694868	05-May-2021	LIZOTTE, PHILLIP (R)	42.96
694869	05-May-2021	LUTES, JESSIE (R)	30.86
694870	05-May-2021	MARKHAM CONTRACTING CO, INC (R)	1,268.56
694871	05-May-2021	MARSHALL, JACOB (R)	92.38
694872	05-May-2021	MARTIN, CAROL (R)	105.95
694873	05-May-2021	PARK, HYEYEON (R)	86.41
694874	05-May-2021	PENA, TIFFANY (R)	60.41
694875	05-May-2021	PLANCK, LISA (R)	68.98

694876	05-May-2021	PREMA LLC (R)	833.23
694877	05-May-2021	REED, DANIELLE (R)	67.13
694878	05-May-2021	SANKEY, SHANNON (R)	46.20
694879	05-May-2021	SCOTTS DIVERSIFIED CONSTRUCTION (R)	1,026.92
694880	05-May-2021	SEVIER, LISA (R)	34.09
694881	05-May-2021	UEB BUILDERS INCORPORATED (R)	1,272.60
694882	05-May-2021	VAINAUSKAS, MONICA (R)	56.68
694883	05-May-2021	VOLTAGGIO, TOM (R)	33.68
694884	05-May-2021	VSS INTERNATIONAL INC (R)	1,301.82
694885	05-May-2021	ZIELINSKI, HEATHER (R)	23.16
694886	05-May-2021	ALLIED UNIVERSAL SECURITY SERVICES	624.90
694887	05-May-2021	AMERICAN FAMILY INSURANCE CO	1,135.66
694888	05-May-2021	ARIZONA MATERIALS LLC	1,275.25
694889	05-May-2021	ARIZONA PACIFIIC PULP & PAPER, INC	368.26
694890	05-May-2021	ARIZONA POWER AUTHORITY	4,161.13
694891	05-May-2021	ARIZONA PUBLIC SERVICE COMPANY	1,003.61
694892	05-May-2021	ARIZONA RUBBER CO	375.32
694893	05-May-2021	ARIZONA SLIDING DOOR LLC (R)	68.76
694894	05-May-2021	ARIZONA STATE TREASURER	287,327.17
694895	05-May-2021	ARIZONA STATE UNIVERSITY	25,000.00
694896	05-May-2021	ARIZONA TRUCK & COACH LLC	342.25
694897	05-May-2021	ASANA, INC	10,670.26
694898	05-May-2021	ASYLUM CORNHOLE LLC (R)	45.00
694899	05-May-2021	ATTORNEYS FOR FREEDOM (R)	15.00
694900	05-May-2021	AUDIENCE MAGNETS LLC	2,500.00
694901	05-May-2021	AUTO SAFETY HOUSE	503.57
694902	05-May-2021	BAKER & TAYLOR INC	1,568.69
694903	05-May-2021	BOUND TREE MEDICAL LLC	2,088.32
694904	05-May-2021	BREYER LAW OFFICES (R)	5.00
694905	05-May-2021	BRIDGESTONE HOSEPOWER LLC	8.04
694906	05-May-2021	BUESING CORPORATION	172.70
694907	05-May-2021	CALLE DE AZ	1,500.00
694908	05-May-2021	CANTOR LAW GROUP (R)	25.00
694909	05-May-2021	CAPTIVATE BODY SCULPTING LLC (R)	33.75
694910	05-May-2021	CARTRIGHTS DRAIN SERVICE INC	23,647.50
694911	05-May-2021	CBA LIGHTING & CONTROLS INC	344.68
694912	05-May-2021	CENTRALSQUARE TECHNOLOGIES, LLC	180.00
694913	05-May-2021	CERNER CORPORATION	22,353.11
694914	05-May-2021	CHANDLER UNIFIED SCHOOL DISTRICT #80	1,000.00
694915	05-May-2021	CITY OF PHOENIX	5,501.37

694916	05-May-2021	CITY OF TEMPE	2,603.01
694917	05-May-2021	COMMUNITY MAINTENANCE SERVICES, LLC	525.00
694918	05-May-2021	COMPUTER AID, INC	174,284.17
694919	05-May-2021	CORE & MAIN LP	20,853.66
694920	05-May-2021	CORVEL ENTERPRISE COMP INC	15,325.00
694921	05-May-2021	COSTCO	23.14
694922	05-May-2021	COX COMMUNICATIONS INC	3.14
694924	05-May-2021	DAY AUTO SUPPLY, INC	2,523.85
694925	05-May-2021	DEKKD (R)	11.25
694926	05-May-2021	DEPARTMENT OF PUBLIC WORKS	9.90
694927	05-May-2021	DESERT TOX, LLC	935.85
694928	05-May-2021	DPC ENTERPRISES LP	52,139.40
694929	05-May-2021	PHOENIX CITY COURT	100.00
694930	05-May-2021	RODRIGUEZ, CLARISSA (R)	10.00
694931	05-May-2021	SALT RIVER PROJECT	1,254.39
694932	05-May-2021	SOUTHWEST GAS CORP	11.23
694933	05-May-2021	CHAVEZ-GALVEZ, VIDAL (R)	40.00
694934	05-May-2021	RAIN FOR RENT	4,668.98
694935	05-May-2021	RDO EQUIPMENT COMPANY	151.91
694936	05-May-2021	REGAL FENCE LLC	1,836.00
694937	05-May-2021	REPUBLIC SERVICES INC	2,109.48
694938	05-May-2021	REYES & SONS LANDSCAPING LLC	110,309.90
694939	05-May-2021	RICOH USA INC	172.95
694940	05-May-2021	ROGERS CORPORATION	11,250.00
694941	05-May-2021	ROSE LAW GROUP (R)	5.00
694942	05-May-2021	RUBICON APPLIED DIVERS	3,800.00
694943	05-May-2021	SAFELITE AUTOGLASS CORP	1,385.48
694944	05-May-2021	SALT RIVER PROJECT	4,354.28
694945	05-May-2021	SALT RIVER PROJECT	4,113.67
694946	05-May-2021	SANDY'S BALLROOM	320.00
694947	05-May-2021	SENERGY PETROLEUM, LLC	24,815.64
694948	05-May-2021	SHERRIE BUZBY PHOTOGRAPHY LLC	352.96
694949	05-May-2021	SKYLINE WINDOW CLEANING	88.00
694950	05-May-2021	SNEDIGAR MARTIAL ARTS	1,050.00
694951	05-May-2021	SOFT HANDS PRESSURE WASHING	930.00
694952	05-May-2021	SOLS WELLNESS & AESTHETICS (R)	33.75
694953	05-May-2021	SOUTHERN TIRE MART, LLC	2,055.94
694954	05-May-2021	SOUTHWEST FABRICATION, LLC	29,939.00
694955	05-May-2021	SOUTHWESTERN SCALE COMPANY	658.01
694956	05-May-2021	SUEZ WTS USA, INC	12,131.60

694957	05-May-2021	SUNRISE ENGINEERING INC	2,962.50
694958	05-May-2021	SUNRISE ENGINEERING, INC	16,518.50
694959	05-May-2021	T-MOBILE USA	186.71
694960	05-May-2021	T-MOBILE USA	59.50
694961	05-May-2021	TDINDUSTRIES INC	37,883.46
694962	05-May-2021	THATCHER COMPANY OF ARIZONA	4,457.75
694963	05-May-2021	THE W-T GROUP, LLC	5,500.00
694964	05-May-2021	UNION PACIFIC RAILROAD COMPANY	1,452.08
694965	05-May-2021	UNITED ROTARY BRUSH CORPORATION	765.38
694966	05-May-2021	UNITED SITE SERVICES OF ARIZONA, INC.	335.67
694967	05-May-2021	W L EMSHOFF	2,040.00
694968	05-May-2021	W W WILLIAMS	327.19
694969	05-May-2021	WILSON ENGINEERS LLC	4,801.80
694970	05-May-2021	YELLOWSTONE LANDSCAPE	13,560.71
694971	05-May-2021	COWELL, EARL D	302.00
694972	05-May-2021	HERNANDEZ, HEATH J	302.00
694973	05-May-2021	FLYERS ENERGY LLC	55,086.25
694974	05-May-2021	ARIZONA PUBLIC SERVICE COMPANY	5,526.00
694975	05-May-2021	CITY OF CEDAR RAPIDS	273.88
694976	05-May-2021	CITY OF GLENDALE (233-5)	4,848.40
694977	05-May-2021	CITY OF MESA	82.00
694978	05-May-2021	DALLAS HOUSING AUTHORITY	1,880.88
694979	05-May-2021	FLAGSTAFF HOUSING AUTHORITY	1,808.88
694980	05-May-2021	HOUSING AUTHORITY OF JOLIET	2,412.88
694981	05-May-2021	HOUSING AUTHORITY OF THE CITY OF BELLINGHAM	1,676.88
694982	05-May-2021	KING COUNTY HOUSING AUTHORITY	6,594.40
694983	05-May-2021	SALT RIVER PROJECT	2,934.00
694984	05-May-2021	SAN DIEGO HOUSING COMMISSION	2,496.88
694985	05-May-2021	SCOTT COUNTY CDA	746.88
694986	06-May-2021	RELIANT GASES, LTD.	5,198.15
694987	07-May-2021	CHI CONSTRUCTION COMPANY (R)	21,606.25
694988	12-May-2021	A MIND FOR DETAIL INC	4,248.75
694989	12-May-2021	AAC STRUCTURES OF ARIZONA, LLC (R)	9,682.40
694990	12-May-2021	ADP INTERPRETING LLC	140.00
694991	12-May-2021	AFLAC	137.67
694992	12-May-2021	ALLIED UNIVERSAL SECURITY SERVICES	4,665.92
694993	12-May-2021	ALTERNATIVE MAINTENANCE SERVICE	250.00
694994	12-May-2021	AM SIGNAL, INC	1,673.00
694995	12-May-2021	APAAC	700.00
694996	12-May-2021	APL ACCESS & SECURITY	265.00

694997	12-May-2021	ARIZONA ELEVATOR SOLUTIONS INC	5,145.58
694998	12-May-2021	ARIZONA MATERIALS LLC	3,273.74
694999	12-May-2021	ARIZONA OFFICE TECHNOLOGIES	132.19
695000	12-May-2021	ARIZONA PUBLIC SERVICE COMPANY	2,347.87
695001	12-May-2021	ARIZONA TRUCK & COACH LLC	11,760.20
695002	12-May-2021	AUTOMATED ENVIRONMENTS	1,140.00
695003	12-May-2021	BAKER & TAYLOR INC	1,284.73
695004	12-May-2021	BLOOD ALCOHOL TESTING & CONSULTING, LLC	600.00
695005	12-May-2021	BOUND TREE MEDICAL LLC	11,104.65
695006	12-May-2021	BUESING CORPORATION	60.00
695007	12-May-2021	C&I SHOW HARDWARE & SECURITY SYSTEMS INC	10,746.23
695008	12-May-2021	CHANDLER CHAMBER COMMUNITY FOUNDATION	2,631.00
695009	12-May-2021	CITY OF PHOENIX	101,781.90
695010	12-May-2021	COFFMAN ASSOCIATES INC	1,500.00
695011	12-May-2021	COMBS CONSTRUCTION COMPANY	101,014.47
695012	12-May-2021	COMMERCIAL POOL REPAIR	2,491.16
695013	12-May-2021	COMMITTEE ON ACCREDITATION OF EDUCATIONAL PROGRAMS FOR THE EMERGENCY MEDICAL SERVICES PROFESSION	1,700.00
695014	12-May-2021	CORE & MAIN LP	11,385.50
695015	12-May-2021	COX COMMUNICATIONS INC	1,605.00
695016	12-May-2021	DCS CONTRACTING INC	1,087.14
695017	12-May-2021	DECA SOUTHWEST	22,900.90
695018	12-May-2021	DECISION SUPPORT PARTNERS INC	5,500.00
695019	12-May-2021	DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC	57,810.23
695020	12-May-2021	DIBBLE CM, LLC	22,535.00
695021	12-May-2021	DPC ENTERPRISES LP	87,501.84
695022	12-May-2021	GLENDALE CITY COURT	500.00
695023	12-May-2021	MESA CITY COURT	500.00
695024	12-May-2021	OPTUM	3,686.90
695025	12-May-2021	SPAY NEUTER HOTLINE	560.00
695026	12-May-2021	UNIVERSITY LAKES JUSTICE COURT	100.00
695027	12-May-2021	FLOYD, MARVIS J	26.94
695028	12-May-2021	JOHNSON, TRACEY A	65.18
695029	12-May-2021	MEJIA, VICTOR C	70.00
695030	12-May-2021	ALLIED UNIVERSAL SECURITY SERVICES	2,062.17
695031	12-May-2021	AT&T MOBILITY	7,059.19
695032	12-May-2021	ENVIRONMENTAL DRAIN & ODOR CONTROL SERVICES LLC	1,720.00
695033	12-May-2021	EUROFINS TESTAMERICA	4,348.00
695034	12-May-2021	EXHIBIT ENVOY	1,800.00
695035	12-May-2021	FASTSIGNS	6,694.24
695036	12-May-2021	GRAINGER INC	2,771.08

695037	12-May-2021	GRAINGER INC	965.19
695038	12-May-2021	GREAT TRAINING LLC	600.00
695039	12-May-2021	GRUEN GRUEN & ASSOCIATES	8,900.00
695040	12-May-2021	HACH COMPANY	11,560.35
695041	12-May-2021	HDR ENGINEERING INC	13,596.50
695042	12-May-2021	HINDOSHA, NISHA (R)	5,000.00
695043	12-May-2021	HOM, INC	540.25
695044	12-May-2021	HOME DEPOT, USA (R)	5,000.00
695045	12-May-2021	HOT TOYS, LLC (R)	5,000.00
695046	12-May-2021	HOWARD S WRIGHT CONSTRUCTION CO (R)	5,000.00
695047	12-May-2021	IN N OUT BURGERS CONSTRUCTION ACCOUNT (R)	5,000.00
695048	12-May-2021	INTERWEST SAFETY SUPPLY LLC	2,258.88
695049	12-May-2021	ISO SERVICES, INC	25.00
695050	12-May-2021	KARY ENVIRONMENTAL SERVICES INC	2,745.64
695051	12-May-2021	KILLIAN-WESTERN, LLC (R)	5,000.00
695052	12-May-2021	LIFELONG FITNESS BY KATHI	3,120.00
695053	12-May-2021	LITTLER MENDELSON PC	352.00
695054	12-May-2021	LOGAN SIMPSON DESIGN INC	1,902.96
695055	12-May-2021	LSW ENGINEERS ARIZONA, INC	811.50
695056	12-May-2021	LYFT INC	1,615.80
695057	12-May-2021	MARICOPA COUNTY	1,730.00
695058	12-May-2021	MATHESON TRI-GAS INC	261.94
695059	12-May-2021	MCCOOK INDUSTRIES LLC	3,830.52
695060	12-May-2021	MIDWEST TAPE	92.40
695061	12-May-2021	NORTHERN ARIZONA CENTER FOR ENTREPRENEURSHIP AND TECHNOLOGY	20,833.33
695062	12-May-2021	NTT AMERICA INC	40,080.00
695063	12-May-2021	OTTO LOGISTICS LLC	35,271.51
695064	12-May-2021	PASEO VISTA ARCHERY CLUB INC	3,060.00
695065	12-May-2021	PEARSON & ASSOC COURT INT	300.00
695066	12-May-2021	PRECISION SWEEPING SERVICES, LLC	3,561.41
695067	12-May-2021	RAIN FOR RENT	1,160.20
695068	12-May-2021	RELIANT GASES, LTD.	27,719.90
695069	12-May-2021	REPUBLIC SERVICES INC	6,052.50
695070	12-May-2021	REPUBLIC SERVICES INC	2,459.15
695071	12-May-2021	RICOH USA INC	2,680.12
695072	12-May-2021	ROSEMOUNT ANALYTICAL	4,546.16
695073	12-May-2021	RUBIN, RACHEL	2,000.00
695074	12-May-2021	SANTIAGUE, LILIA (R)	2,704.50
695075	12-May-2021	SDB INC	55,435.43
695076	12-May-2021	SEALY MEDIA	187.50

695083	12-May-2021	SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT	33,917.58
695084	12-May-2021	SKYLINE WINDOW CLEANING	275.00
695085	12-May-2021	SOUTHWEST FABRICATION, LLC	10,706.00
695086	12-May-2021	SOUTHWEST UMPIRES ASSOCIATION	4,264.00
695087	12-May-2021	SPARKS KARATE	1,490.00
695088	12-May-2021	STACY J DANCING	5,702.00
695089	12-May-2021	STATE OF ARIZONA	274.50
695090	12-May-2021	SUN MECHANICAL CONTRACTING INC.	3,760.00
695091	12-May-2021	SURVEILLANCE SECURITY INC	432.00
695092	12-May-2021	THATCHER COMPANY OF ARIZONA	26,591.91
695093	12-May-2021	TRAFFICADE SERVICE INC	1,685.92
695094	12-May-2021	TRIMBLE INC.	8,998.20
695095	12-May-2021	UBM ENTERPRISE, INC	460.94
695096	12-May-2021	WESTERN STATES FIRE PROTECTION	45,472.62
695097	12-May-2021	YELLOWSTONE LANDSCAPE	39,359.29
695098	12-May-2021	ACOSTA, MADELYN (R)	52.41
695099	12-May-2021	ALDRICH, SHERRY (R)	64.45
695100	12-May-2021	ALLEN, BO (R)	82.44
695101	12-May-2021	ANDRUS, KYLE (R)	389.05
695102	12-May-2021	AOSSEY, ZAKARIA (R)	56.08
695103	12-May-2021	ASCHLEMAN, TIMOTHY (R)	46.80
695104	12-May-2021	AYER, BRIAN (R)	554.64
695105	12-May-2021	BEKOE, OHENE (R)	10.95
695106	12-May-2021	BENDOKAITIS, MATT (R)	63.24
695107	12-May-2021	BERG, JOSH (R)	45.19
695108	12-May-2021	BLUMEYER, TARA (R)	78.07
695109	12-May-2021	BOUZANQUET, IRENE (R)	59.76
695110	12-May-2021	BROOKS, LARRY (R)	38.59
695111	12-May-2021	BUSHONG, DEAN (R)	77.52
695112	12-May-2021	CAMPANELLA, DINORA (R)	28.31
695113	12-May-2021	CARTER, ROBERT (R)	44.64
695114	12-May-2021	CHRISTOPHER, JAMES (R)	30.00
695115	12-May-2021	CHU, NGHIEM (R)	8.20
695116	12-May-2021	CONDOLL, TABITHA (R)	131.72
695117	12-May-2021	CROSS, KAREN (R)	35.95
695118	12-May-2021	CURRY, MONICA (R)	33.65
695119	12-May-2021	DAVID, YVETTE (R)	46.11
695120	12-May-2021	DE CAIR, PEGGY (R)	52.74
695121	12-May-2021	DERY-CHAFFIN, JUNIPER (R)	104.07
695122	12-May-2021	DOERR, SAMUEL (R)	92.14

695123	12-May-2021	DUFLO, ASHLIE (R)	46.06
695124	12-May-2021	EDWARDS, ALEX (R)	25.75
695125	12-May-2021	EHLERS, LAURA (R)	40.23
695126	12-May-2021	EICHNER, JONATHON (R)	34.28
695127	12-May-2021	EWART, GERALD (R)	1,619.89
695128	12-May-2021	FUENTES, EDWIN (R)	48.76
695129	12-May-2021	GARCIA, ALANA (R)	36.44
695130	12-May-2021	GARNER, MEGAN (R)	54.83
695131	12-May-2021	GOERTZ, TELMA (R)	29.42
695132	12-May-2021	GONYER, SHAWN (R)	71.92
695133	12-May-2021	GONZALEZ, RICARDO (R)	23.07
695134	12-May-2021	GUNDERSON, BRIAN (R)	11.68
695135	12-May-2021	HILGENBERG, EVELYN (R)	86.43
695136	12-May-2021	HINOJOSA, KAYLA (R)	109.21
695137	12-May-2021	HIROTA, MAYUMI (R)	32.29
695138	12-May-2021	HOMEC, AUDRY (R)	38.36
695139	12-May-2021	HRYNKIEWICZ, LEO (R)	73.45
695140	12-May-2021	JACKSON, MONIQUE (R)	11.95
695141	12-May-2021	JARKOW, SAMANTHA (R)	48.86
695142	12-May-2021	JEFFERIES, MARK (R)	23.64
695143	12-May-2021	JUDGE, LAURIE (R)	48.99
695144	12-May-2021	KATANA, GABRIELLA (R)	31.40
695145	12-May-2021	KIDSLEY, SHAUN (R)	72.46
695146	12-May-2021	KOENIG, BROOKELYNN (R)	57.92
695147	12-May-2021	KOKER, ALICE (R)	63.18
695148	12-May-2021	KRAUTWURST, CYNTHIA (R)	37.43
695149	12-May-2021	LEE, HOWARD (R)	94.37
695150	12-May-2021	LIDDELL, YVONNE (R)	54.16
695151	12-May-2021	LINTON, AMANDA (R)	43.61
695152	12-May-2021	LITSEY, BAILIE (R)	55.78
695153	12-May-2021	LOCASCIO, KAREN (R)	74.46
695154	12-May-2021	LOCK, JOHN (R)	28.50
695155	12-May-2021	LOCSIN, MARIA (R)	62.78
695156	12-May-2021	LUNA, LARISSA (R)	38.67
695157	12-May-2021	MARTIN, JENNIFER (R)	45.40
695158	12-May-2021	MARTIN, WAYNE (R)	19.66
695159	12-May-2021	MAUCK, SARA (R)	29.09
695160	12-May-2021	MAULER, LINSY (R)	79.63
695161	12-May-2021	MCCOY, QUINTIN (R)	57.05
695162	12-May-2021	MCLEAN, NICOLE (R)	67.60

695163	12-May-2021	MOLINA, LYDIA (R)	27.43
695164	12-May-2021	MOORE-ADAMS, SHERRY (R)	26.64
695165	12-May-2021	MORENO, DEANNA (R)	68.35
695166	12-May-2021	MOSNESS, CHEYANNE (R)	54.16
695167	12-May-2021	PACELLI, PATRICIA (R)	56.91
695168	12-May-2021	PATTON, CHRISTINA (R)	72.41
695169	12-May-2021	PEARSON, TAMARA (R)	36.83
695170	12-May-2021	PEREZ, OSWALDO (R)	65.36
695171	12-May-2021	PRICE, SHERRY (R)	138.60
695172	12-May-2021	PUNG, JAMES (R)	63.18
695173	12-May-2021	REYES, CELIA (R)	54.14
695174	12-May-2021	ROEHL, PETRINA (R)	56.25
695175	12-May-2021	SANDERS, THOMAS (R)	25.07
695176	12-May-2021	SHEPHERD, DONNA (R)	36.10
695177	12-May-2021	SHERMAN, INNA (R)	31.32
695178	12-May-2021	SINGH, KIM (R)	50.48
695179	12-May-2021	SMITH, ERIN (R)	19.48
695180	12-May-2021	SMITH, SARAH (R)	39.86
695181	12-May-2021	SOUTHWEST SPAS & POOLS (R)	310.98
695182	12-May-2021	TORBETT, JIM (R)	28.41
695183	12-May-2021	TORRES, JAMES (R)	74.62
695184	12-May-2021	WENZEL, DONALD (R)	12.77
695185	12-May-2021	WHARTON, NANCY (R)	100.00
695186	12-May-2021	WILLIAMS, ERICA (R)	31.75
695187	12-May-2021	WORK, BRANDON (R)	50.38
695188	12-May-2021	YUAN, QIUCHEN (R)	19.63
695189	12-May-2021	ZACHARIAS, LEONARD (R)	55.91
695190	12-May-2021	ZHAO, WEILONG (R)	18.68
695191	12-May-2021	BROWN, JESSICA (R)	349.86
695192	12-May-2021	HARTFORD APARTMENTS	578.00
695193	12-May-2021	SUNDIAL REAL ESTATE LC	1,754.00
695194	20-May-2021	ABRACADABRA PRODUCTIONS INC	10,400.00
695195	20-May-2021	ADP INTERPRETING LLC	280.00
695196	20-May-2021	ADVANCED EXERCISE EQUIPMENT	94,315.82
695197	20-May-2021	ALLIANCE SERVICE & CONTROL SPECIALISTS, INC	22,295.00
695198	20-May-2021	ALLIED UNIVERSAL SECURITY SERVICES	8,087.38
695199	20-May-2021	AMERICAN INSPECTION AND TEST INC	4,318.00
695200	20-May-2021	AN PHAM MEDIA, LLC	1,500.00
695201	20-May-2021	AQUATIC ENVIRONMENTAL SYSTEMS INC	17,710.33
695202	20-May-2021	ARIZONA ELEVATOR SOLUTIONS INC	142.66

695203	20-May-2021	ARIZONA MATERIALS LLC	525.24
695204	20-May-2021	B & F CONTRACTING INC	335,316.83
695205	20-May-2021	BAKER & TAYLOR INC	1,804.19
695206	20-May-2021	BOUND TREE MEDICAL LLC	321.63
695207	20-May-2021	BREYER LAW OFFICES (R)	15.00
695208	20-May-2021	BRINKS INCORPORATED	7,207.86
695209	20-May-2021	CACTUS ASPHALT	231,900.87
695210	20-May-2021	CERNER CORPORATION	11,082.12
695211	20-May-2021	CHANDLER CHAMBER COMMUNITY FOUNDATION	1,939.20
695212	20-May-2021	CHANDLER REGIONAL MEDICAL CENTER	10.00
695213	20-May-2021	CHANDLER UNIFIED SCHOOL DISTRICT #80	2,000.00
695214	20-May-2021	CITY OF CHANDLER	1,340.00
695215	20-May-2021	CLEMENTE RANCH HOMEOWNER ASSOCIATION (R)	2,613.67
695216	20-May-2021	CORE & MAIN LP	16,898.39
695217	20-May-2021	CRISTANDO HOUSE, INC.	150.00
695218	20-May-2021	DANIEL D SMITH & ASSOCIATES (R)	10.00
695219	20-May-2021	DESTINY SOFTWARE, INC	132,443.00
695220	20-May-2021	DONOHO, DIANE	1,946.00
695221	20-May-2021	DPC ENTERPRISES LP	8,830.12
695222	20-May-2021	GILBERT MUNICIPAL COURT	500.00
695223	20-May-2021	HAIR BY OLGA (PINA)	1,300.00
695224	20-May-2021	SALT RIVER PROJECT	48.65
695225	20-May-2021	SOUTHWEST GAS CORP	25,409.58
695226	20-May-2021	DAY AUTO SUPPLY, INC	2,236.10
695227	20-May-2021	ENNIS-FLINT, INC	31,915.27
695228	20-May-2021	ERIC C AWERKAMP, P..C. (R)	25.00
695229	20-May-2021	EXERPLAY INC	6,787.53
695230	20-May-2021	FASTMED URGENT CARE	85.00
695231	20-May-2021	FASTSIGNS	11,714.92
695232	20-May-2021	GBIPF (R)	45.00
695233	20-May-2021	GILA RIVER INDIAN COMMUNITY	4,396.89
695234	20-May-2021	GRAINGER INC	202.18
695235	20-May-2021	GRAINGER INC	194.29
695236	20-May-2021	GRANADO, JOSE (R)	50.00
695237	20-May-2021	GROUNDS CONTROL LLC	1,712.50
695238	20-May-2021	GUIDESOFT INC	951.12
695239	20-May-2021	HACH COMPANY	1,615.80
695240	20-May-2021	HENNESY MECHANICAL SALES	3,937.84
695241	20-May-2021	INTECH HEALTH VENTURES	174.50
695242	20-May-2021	INTERIOR SOLUTIONS OF ARIZONA LLC	5,484.98

695243	20-May-2021	INVESTIGATIVE RESEARCH INC	62.50
695244	20-May-2021	IRVIN, JILL (R)	45.00
695245	20-May-2021	JAMES SQUARE DEVELOPMENT LLC (R)	33.75
695246	20-May-2021	JENNINGS, HAUG & CUNNINGHAM, LLP	10,859.50
695247	20-May-2021	JIM SAWYER PROFESSIONAL AUDIO SERVICE LLC	500.00
695248	20-May-2021	KRAUSE, SUSAN (R)	347.16
695249	20-May-2021	LAW OFFICE OF MICHAEL E TRAUSCHT (R)	5.00
695250	20-May-2021	LECHNER CONSTRUCTION (R)	33.75
695251	20-May-2021	LEVEL 3 COMMUNICATIONS LLC	630.75
695252	20-May-2021	LITHO TECH, INC.	3,615.30
695253	20-May-2021	M R TANNER CONSTRUCTION	3,206,735.20
695254	20-May-2021	MAG - PORTRAITS, MURALS, PAINTINGS	100.00
695255	20-May-2021	MARICOPA COUNTY DEPT OF	31,918.33
695256	20-May-2021	MATHESON TRI-GAS INC	126.35
695257	20-May-2021	METROPOLITAN REPORTING BUREAU (R)	5.00
695258	20-May-2021	MIDWEST TAPE	458.10
695259	20-May-2021	NARCY, MARK (R)	5.00
695260	20-May-2021	NATIONAL COMMUNITY DEV ASSOC	1,545.00
695261	20-May-2021	NEMETH, CONNIE (R)	33.60
695262	20-May-2021	NICOMIA	2,861.96
695263	20-May-2021	NJBSOFT LLC	28,943.00
695264	20-May-2021	NTT AMERICA INC	79,728.80
695265	20-May-2021	OFFICE OF THE JURY COMMISSION	188.50
695266	20-May-2021	OTTO LOGISTICS LLC	4,016.76
695267	20-May-2021	PEARSON & ASSOC COURT INT	450.00
695268	20-May-2021	PITNEY BOWES INC	366.98
695269	20-May-2021	POTTERS INDUSTRIES INC	6,292.07
695270	20-May-2021	PRECISION SWEEPING SERVICES, LLC	690.83
695271	20-May-2021	PRH CONSTRUCTION, INC (R)	45.00
695272	20-May-2021	PROJECT HOSTS INC	1,341.00
695273	20-May-2021	AICHLER, RACHEL (R)	10.00
695274	20-May-2021	ARIZONA DEPT OF ECONOMIC SECURITY	27,715.70
695275	20-May-2021	RENNER, REBECCA (R)	5.00
695276	20-May-2021	REYES & SONS LANDSCAPING LLC	470.00
695277	20-May-2021	RICOH USA INC	9,697.07
695278	20-May-2021	SENERGY PETROLEUM, LLC	983.70
695279	20-May-2021	SGR	7,666.67
695280	20-May-2021	SPORTS BLING & THINGS	2,430.37
695281	20-May-2021	SUMPTER, THOMAS AND PATRICIA SUMPTER (R)	209.76
695282	20-May-2021	T2 PEST SERVICES	64.00

695283	20-May-2021	THATCHER COMPANY OF ARIZONA	13,170.60
695284	20-May-2021	TORRENT RESOURCES INC	11,026.05
695285	20-May-2021	UNITED SITE SERVICES OF ARIZONA, INC.	1,086.62
695286	20-May-2021	VIGILANT SOLUTIONS INC	1,050.00
695287	20-May-2021	VINCON ENGINEERING CONSTRUCTION LLC	206,076.28
695288	20-May-2021	VISION AIRCRAFT LLC (R)	50.00
695289	20-May-2021	VOIANCE LANGUAGE SERVICES LLC	406.81
695290	20-May-2021	WATER & ENERGY SYSTEMS TECHNOLOGY INC	2,306.75
695291	20-May-2021	WESTCOAST BOP PRODUCT (US) INC (R)	45.00
695292	20-May-2021	WESTERN STATES FIRE PROTECTION	9,871.62
695293	20-May-2021	WIZEBYTE (R)	45.00
695294	20-May-2021	WUNDERLICH-MALEC SYSTEMS, INC	1,500.00
695295	20-May-2021	ANGERMAIR, JAN (R)	84.57
695296	20-May-2021	BACHALA, RAMACHANDRA (R)	12.71
695297	20-May-2021	BELL, KELLY (R)	66.86
695298	20-May-2021	BENSON, MATTHEW (R)	26.92
695299	20-May-2021	BERGESON, CASSIE (R)	11.71
695300	20-May-2021	BRYCON CORPORATION (R)	1,243.02
695301	20-May-2021	BUSTOZ, DANIEL (R)	20.86
695302	20-May-2021	CASTO, RACHEL (R)	7.74
695303	20-May-2021	CHANDLER CORPORATE CENTER 1, LLC (R)	10,519.89
695304	20-May-2021	CLARK, ANDREW (R)	36.11
695305	20-May-2021	CLAUSEN, CHARLES (R)	92.12
695306	20-May-2021	COLLINS, STEVE (R)	52.80
695307	20-May-2021	DAU, JESSE (R)	22.33
695308	20-May-2021	DELGADO, GINA (R)	87.74
695309	20-May-2021	DOMAN, AMANDA (R)	59.41
695310	20-May-2021	ENGLAND, KATHRYN P (R)	188.72
695311	20-May-2021	ENGLE, DAVID (R)	58.32
695312	20-May-2021	FLETCHER, MICHAEL (R)	66.36
695313	20-May-2021	GARCIA, ATHENA (R)	19.30
695314	20-May-2021	GLEASON, BRIANA (R)	40.80
695315	20-May-2021	HANCOCK, JORDAN (R)	71.91
695316	20-May-2021	HENDERSON, JAMES (R)	15.81
695317	20-May-2021	HERNANDEZ, MINERVA (R)	29.96
695318	20-May-2021	HINES, CARSON (R)	89.22
695319	20-May-2021	JACKSON, DAN (R)	11.86
695320	20-May-2021	JACOVO, JIMMY (R)	79.56
695321	20-May-2021	JR TIRE & AUTOMOTIVE LLC (R)	111.30
695322	20-May-2021	KESTER, EARL (R)	66.68

695323	20-May-2021	LENNAR ARIZONA CONSTRUCTION (R)	1,240.71
695324	20-May-2021	LINGLEY, TROY (R)	36.64
695325	20-May-2021	MACGREGOR, SHERI (R)	37.97
695326	20-May-2021	MAGNAYE, NICOLETTE (R)	5.29
695327	20-May-2021	MARK'S DEMOLITION & EXCAVATING INC (R)	1,347.96
695328	20-May-2021	MAURIC, SAMANTHA (R)	64.53
695329	20-May-2021	MCMILLIAN, JAMES (R)	43.85
695330	20-May-2021	NARAYANAN, RAJ (R)	9.22
695331	20-May-2021	NICHOLSON, DANIEL (R)	7.94
695332	20-May-2021	PEREZ, CYNTHIA (R)	39.45
695333	20-May-2021	PILLAI, MARTIN (R)	28.67
695334	20-May-2021	RB STEVENSON DESIGN HOMES INC (R)	1,079.86
695335	20-May-2021	ROLOFF, SARA (R)	79.56
695336	20-May-2021	SERFINO, DANIELIDA (R)	72.00
695337	20-May-2021	STAFFORD, TIM (R)	51.98
695338	20-May-2021	STINSON, MONICA (R)	37.06
695339	20-May-2021	TERAMOTO, BERERLY (R)	30.56
695340	20-May-2021	THOMAS, MICHELLE (R)	30.86
695341	20-May-2021	TREVINO, MICHELLE (R)	57.28
695342	20-May-2021	TRIEU, QUAN (R)	39.38
695343	20-May-2021	WARE, STEVEN (R)	103.45
695344	20-May-2021	WEBSTER, JUSTIN (R)	24.12
695345	20-May-2021	FRITZ, MEGAN M	275.00
695346	20-May-2021	POPP, LOUIS M	124.40
695347	21-May-2021	ARIZONA PUBLIC SERVICE COMPANY	257.00
695348	21-May-2021	BENTZ, CHRISTINA A	2,002.00
695349	21-May-2021	BROWN, JACK	1,000.00
695350	21-May-2021	CITY OF MESA	265.00
695351	21-May-2021	SALT RIVER PROJECT	130.00
695352	21-May-2021	WALTON ENTERPRISES LLC	573.00
695353	26-May-2021	A MIND FOR DETAIL INC	21,575.00
695354	26-May-2021	ADP INTERPRETING LLC	420.00
695355	26-May-2021	ALB PIPING PRODUCTS & SERVICES, LLC	2,079.21
695356	26-May-2021	APL ACCESS & SECURITY	35,418.31
695357	26-May-2021	ARIZONA POLICE PSYCHOLOGY PLLC	1,200.00
695358	26-May-2021	ARIZONA PUBLIC SERVICE COMPANY	12,261.99
695359	26-May-2021	ARIZONA STATE UROLOGICAL INSTITUTE (R)	67.51
695360	26-May-2021	ARIZONA TRUCK & COACH LLC	654.53
695361	26-May-2021	B & E APPRAISAL SERVICE	170.00
695362	26-May-2021	BAKER & TAYLOR INC	7,054.32

695363	26-May-2021	BASELINE, INC	3,646.84
695364	26-May-2021	BIDDLE & BROWN FENCE CO LLC	2,290.76
695365	26-May-2021	BUESING CORPORATION	635.00
695366	26-May-2021	CHANDLER AIR INC	7,877.52
695367	26-May-2021	CHANDLER CHAMBER COMMUNITY FOUNDATION	2,709.62
695368	26-May-2021	CHILLER CITY CORP	1,815.00
695369	26-May-2021	CITY OF TEMPE	107,830.32
695370	26-May-2021	CLARK TRANSPORTATION SOLUTIONS	4,003.00
695371	26-May-2021	CLEARWING SYSTEMS INTEGRATION LLC	6,191.21
695372	26-May-2021	COMPUTER AID, INC	224,032.82
695373	26-May-2021	COPPERSTATE TECHNICAL SOLUTIONS LLC	1,045.06
695374	26-May-2021	CORE & MAIN LP	15,645.94
695375	26-May-2021	D L SALES CORP	13,034.28
695376	26-May-2021	DECA SOUTHWEST	8,661.27
695377	26-May-2021	DPC ENTERPRISES LP	43,351.20
695378	26-May-2021	RYMER, CATHERINE	450.00
695379	26-May-2021	SALT RIVER PROJECT	194.14
695380	26-May-2021	SAN TAN JUSTICE COURT	680.00
695381	26-May-2021	WEST MESA JUSTICE COURT	550.00
695382	26-May-2021	DAY AUTO SUPPLY, INC	48.36
695383	26-May-2021	EQ INSPIRATIONS	2,000.00
695384	26-May-2021	FASTSIGNS	6,694.24
695385	26-May-2021	FIREWORKS PRODUCTIONS OF ARIZONA LTD	12,500.00
695386	26-May-2021	GAVAN & BARKER INC	5,593.95
695387	26-May-2021	GHD INC	2,542.50
695388	26-May-2021	GILA RIVER INDIAN COMMUNITY	5,700.47
695389	26-May-2021	GILA RIVER INDIAN COMMUNITY	7,893.19
695390	26-May-2021	GILA RIVER INDIAN COMMUNITY UTILITY AUTHORITY	19,408.18
695391	26-May-2021	GOVERNMENT FINANCE OFFICERS	150.00
695392	26-May-2021	GRAINGER INC	3,090.18
695393	26-May-2021	GRAINGER INC	1,335.64
695394	26-May-2021	GROUNDS CONTROL LLC	18,251.00
695395	26-May-2021	GUIDESOFT INC	475.56
695396	26-May-2021	HERPIN, RACHEL ANN	1,020.00
695397	26-May-2021	HOT SHOT DELIVERY, INC	105.35
695398	26-May-2021	INDUSTRIAL AUTOMATION SERVICE INC	1,593.00
695399	26-May-2021	INTERWEST SAFETY SUPPLY LLC	1,824.48
695400	26-May-2021	JENNINGS, HAUG & CUNNINGHAM, LLP	2,080.50
695401	26-May-2021	JJW ENTERTAINMENT INC	300.00
695402	26-May-2021	LEVEL 3 COMMUNICATIONS LLC	2,385.22

695403	26-May-2021	LEVEL 3 COMMUNICATIONS LLC	2,522.52
695404	26-May-2021	LEVEL 3 COMMUNICATIONS LLC	8,143.35
695405	26-May-2021	LITHO TECH, INC.	1,302.12
695406	26-May-2021	LOGAN SIMPSON DESIGN INC	1,091.00
695407	26-May-2021	LOGOCOMOTION	122.89
695408	26-May-2021	LSW ENGINEERS ARIZONA, INC	2,705.00
695409	26-May-2021	MANLEY BROTHERS OF INDIANA INC	8,809.39
695410	26-May-2021	MARICOPA COUNTY	1,730.00
695411	26-May-2021	METROHM USA, INC.	9,714.27
695412	26-May-2021	MIDWEST TAPE	97.38
695413	26-May-2021	NEWTOWN COMMUNITY DEVELOPMENT CORP	2,500.00
695414	26-May-2021	NFRA INC	6,292.38
695415	26-May-2021	NINA STAKE CO INC	1,153.45
695416	26-May-2021	NJBSOFT LLC	5,000.00
695417	26-May-2021	NTT AMERICA INC	3,411.06
695418	26-May-2021	OSPINSIGHT INTERNATIONAL INC	8,250.00
695419	26-May-2021	OTTO LOGISTICS LLC	7,195.50
695420	26-May-2021	OUTDOOR SYSTEMS MANAGEMENT, LLC	5,848.28
695421	26-May-2021	PERRY, PAMELA L	180.00
695422	26-May-2021	PRIDE OUTFITTING, LLC	1,430.00
695423	26-May-2021	PROJECT HOSTS INC	1,341.00
695424	26-May-2021	PYRAMID CONSTRUCTION SERVICES LLC	6,006.00
695425	26-May-2021	EUROFINS TESTAMERICA	2,070.00
695426	26-May-2021	REPUBLIC SERVICES INC	2,719.63
695427	26-May-2021	RICOH USA INC	80.82
695428	26-May-2021	SEALY MEDIA	562.50
695429	26-May-2021	SOUTHWEST UMPIRES ASSOCIATION	3,640.00
695430	26-May-2021	SPARKS KARATE	490.00
695431	26-May-2021	SUNRISE ENGINEERING, INC	2,422.00
695432	26-May-2021	SURVEILLANCE SECURITY INC	432.00
695433	26-May-2021	SUTTON BAY PROPERTIES LLC (R)	66,357.10
695434	26-May-2021	THATCHER COMPANY OF ARIZONA	45,892.98
695435	26-May-2021	TORRENT RESOURCES INC	4,800.00
695436	26-May-2021	TREELAND NURSERIES, INC	395.30
695437	26-May-2021	UNITED SITE SERVICES OF ARIZONA, INC.	184.37
695438	26-May-2021	UNIVERSITY OF ARIZONA	6,162.94
695439	26-May-2021	VINCON ENGINEERING CONSTRUCTION LLC	289,524.10
695440	26-May-2021	WIENEKE LAW GROUP PLC	325.00
695441	26-May-2021	WILSON ENGINEERS LLC	156,910.91
695442	26-May-2021	WORKGROUP CONNECTIONS INC	21,555.00

695443	26-May-2021	Y2K ENGINEERING, LLC	14,460.00
695444	26-May-2021	YELLOWSTONE LANDSCAPE	2,373.00
695445	26-May-2021	AMAYA, FRANCES (R)	15.29
695446	26-May-2021	AUST, EVELYN L (R)	7.61
695447	26-May-2021	AVANT, NICOLE (R)	32.29
695448	26-May-2021	BANKER, ROSIE (R)	25.21
695449	26-May-2021	BASS COUNTRY PROPERTIES (R)	25.93
695450	26-May-2021	BAYYA, HARIKANTH (R)	78.45
695451	26-May-2021	BORST SMITH, LINDA (R)	90.40
695452	26-May-2021	BUCK, DAVID (R)	42.07
695453	26-May-2021	CAGUIAT, JANE (R)	49.07
695454	26-May-2021	CHAMBERLIN, MICHELLE (R)	31.65
695455	26-May-2021	GABRIEL, KATHRYN (R)	32.62
695456	26-May-2021	ILHAN, ZANA (R)	7.30
695457	26-May-2021	JIN, RONGHAO (R)	15.89
695458	26-May-2021	KANALEY, AVERY (R)	90.39
695459	26-May-2021	MANCHESTER, RACHEL (R)	21.15
695460	26-May-2021	MATADOR HOLDINGS LLC (R)	78.37
695461	26-May-2021	MEHLER, AUDREY (R)	88.82
695462	26-May-2021	PRICE, CLARE (R)	104.33
695463	26-May-2021	REMMEL, TOM (R)	24.33
695464	26-May-2021	SOUTH, CAMERON (R)	41.36
695465	26-May-2021	STRAUSS, TWILA (R)	27.56
695466	26-May-2021	STRUBEL-ROTH, ELLEN (R)	33.93
695467	26-May-2021	TAFT, MEGAN (R)	63.10
695468	26-May-2021	THORNTON, STEVEN (R)	23.00
695469	26-May-2021	WOOD'WARDLOW, KALEN (R)	48.64
695470	26-May-2021	10615 W CAMPBELL LLC	915.00
695471	26-May-2021	2013-1 IH BORROWER LP	2,705.00
695472	26-May-2021	2017-1 IH BORROWER LP	2,946.00
695473	26-May-2021	2017-2 IH BORROWER LP	502.00
695474	26-May-2021	2018-2 IH BORROWER LP	1,341.00
695475	26-May-2021	A & V VENTURES LLC	1,375.00
695476	26-May-2021	AHMETOVIC, AMILA	1,600.00
695477	26-May-2021	APARTMENT HUNTERS	4,438.00
695478	26-May-2021	ARCHES AT HIDDEN CREEK	1,418.00
695479	26-May-2021	ATLAS AZ, LLC	913.00
695480	26-May-2021	BREWER & STRATTON PROPERTY MANAGEMENT LLC	3,094.00
695481	26-May-2021	BROWN, JACK	1,000.00
695482	26-May-2021	CH REALTY VII-TH MHC CHANDLER WISHING WELL, LLC	456.00

695483	26-May-2021	DENALI REAL ESTATE LLC	2,104.00
695484	26-May-2021	DESERT WIDE PROPERTIES INC.	475.00
695485	26-May-2021	DO, HUNG VAN	1,128.00
695486	26-May-2021	DWIGHT SCHRUTE HOLDINGS LLC	1,333.00
695487	26-May-2021	FARNSWORTH REALTY & MANAGEMENT	1,534.00
695488	26-May-2021	GANI, OSAMA S	1,117.00
695489	26-May-2021	GEDDAM, PRIYABRUNDA	586.00
695490	26-May-2021	GHOMRAWI, ABDALLAH	1,205.00
695491	26-May-2021	GREAT HOMES REALTY, LLC	950.00
695492	26-May-2021	GREENTREE PLACE APARTMENTS	1,687.00
695493	26-May-2021	HAMMACK, PAULA	1,377.00
695494	26-May-2021	HOMETREND PROPERTY MANAGEMENT & REAL ESTATE INC	961.00
695537	26-May-2021	HUERTA, JUANITA	160.00
695538	26-May-2021	J & B INVESTMENT	1,114.00
695539	26-May-2021	KRE TRAILS OWNER LLC	8,799.00
695540	26-May-2021	LIFEWELL BEHAVIORAL WELLNESS	848.00
695541	26-May-2021	LIM, NIMUL	619.00
695542	26-May-2021	LYNN, DANNY	900.00
695543	26-May-2021	NOMA GROUP INC	1,488.00
695544	26-May-2021	NXRT FAIRWAYS LLC	5,348.00
695545	26-May-2021	ON Q PROPERTY MANAGEMENT	1,706.00
695546	26-May-2021	ONE WAY HOMES, LLC	1,165.00
695547	26-May-2021	OROS, ARSENIO	65.00
695548	26-May-2021	PARK TOWER CHANDLER, LLC	649.00
695549	26-May-2021	PARKER, DIXIE L.	530.00
695550	26-May-2021	PARKER, DIXIE L.	592.00
695551	26-May-2021	PHASE 1 ASSETS LLC	687.00
695552	26-May-2021	PRIME TIME INC	1,496.00
695553	26-May-2021	PROPERTY PLUS USA	677.00
695554	26-May-2021	PRS PROPERTY MANAGEMENT	1,352.00
695555	26-May-2021	REALTY EXECUTIVES, AN ARIZONA CORP	1,264.00
695556	26-May-2021	ROBERTS, CAROL YVONNE	881.00
695557	26-May-2021	RUVOLO, CHARLES C AND LAURIE L	741.00
695558	26-May-2021	SAISSAN, JOHN	626.00
695559	26-May-2021	SCREMIN FAMILY LTD	861.00
695560	26-May-2021	SECURED EQUITIES	1,004.00
695561	26-May-2021	SUN, HONGXLA	1,495.00
695562	26-May-2021	SUNDIAL REAL ESTATE	505.00
695563	26-May-2021	SUNDIAL REAL ESTATE LC	727.00
695564	26-May-2021	SUNDIAL REAL ESTATE LC	831.00

695565	26-May-2021	SUNDIAL REAL ESTATE LC	801.00
695566	26-May-2021	TEAM SIZZLE	1,100.00
695567	26-May-2021	THE HOUSING PROFESSIONALS LLC	2,452.00
695568	26-May-2021	THR PHOENIX LP	3,090.00
695569	26-May-2021	THR PROPERTY BORROWER LP	2,220.00
695570	26-May-2021	TRADELANDS LLC	1,478.00
695571	26-May-2021	TRAN, TOM B	1,011.00
695572	26-May-2021	VISTA ASSET COMPANY LLC	2,723.00
695573	26-May-2021	VISTA STAR COMPANY, LLC	4,922.00
695574	26-May-2021	WALTON ENTERPRISES LLC	573.00
695575	26-May-2021	WORLD CLASS PROPERTIES	364.00
695576	26-May-2021	WREF	12,713.00
695577	26-May-2021	WREF GREENTREE PLACE, LP	9,299.00
695578	26-May-2021	ZHENG, SHAO MEI	1,400.00
695579	27-May-2021	DWIGHT SCHRUTE HOLDINGS LLC	214.00
695580	27-May-2021	KURIA, JOHN (R)	588.00
695581	27-May-2021	NICHOLS, SABRINA (R)	552.00
695582	01-Jun-2021	THE FLEISCHMAN LAW FIRM, P.C.	1,200.00
695583	02-Jun-2021	POTERSON, STACEY (R)	45.00
695584	02-Jun-2021	RDO EQUIPMENT COMPANY	140.45
695585	02-Jun-2021	RICOH USA INC	118.21
695586	02-Jun-2021	RIDER LEVETT BUCKNALL LTD	28,787.37
695587	02-Jun-2021	ROSENBAUER SOUTH DAKOTA LLC	600,275.07
695588	02-Jun-2021	ROSENBAUER SOUTH DAKOTA LLC	600,275.07
695589	02-Jun-2021	ROSENBAUER SOUTH DAKOTA LLC	600,275.06
695590	02-Jun-2021	RWC INTERNATIONAL LTD	108.47
695591	02-Jun-2021	SAFELITE AUTOGLASS CORP	2,883.24
695592	02-Jun-2021	SANDY'S BALLROOM	450.00
695593	02-Jun-2021	SENERGY PETROLEUM, LLC	36,598.57
695594	02-Jun-2021	SIMPLEVIEW INC	10,000.00
695595	02-Jun-2021	SKYLINE WINDOW CLEANING	2,655.00
695596	02-Jun-2021	SNEDIGAR MARTIAL ARTS	850.00
695597	02-Jun-2021	SOLENIS LLC	27,169.40
695598	02-Jun-2021	SONSRAY MACHINERY, LLC	1,734.26
695599	02-Jun-2021	SOUTHERN TIRE MART, LLC	5,679.32
695600	02-Jun-2021	SOUTHLAND ENVELOPE COMPANY INC	9,825.00
695601	02-Jun-2021	SOUTHWESTERN SCALE COMPANY	1,269.66
695602	02-Jun-2021	SPARKS KARATE	455.00
695603	02-Jun-2021	TALIS CONSTRUCTION CORP	34,477.07
695604	02-Jun-2021	TELEVEDA SYSTEMS LLC	14,450.00

695605	02-Jun-2021	THATCHER COMPANY OF ARIZONA	31,064.96
695606	02-Jun-2021	vCORE TECHNOLOGY PARTNERS LLC	320,760.54
695607	02-Jun-2021	WILSON ENGINEERS LLC	270,236.59
695608	02-Jun-2021	WNDG, LLC (R)	500.00
695609	02-Jun-2021	YESCO LLC	9,054.00
695610	02-Jun-2021	ADRIAN, BRIANNA (R)	54.07
695611	02-Jun-2021	ALICEA, LETICIA (R)	21.01
695612	02-Jun-2021	ALLEN, KRISTINA (R)	72.75
695613	02-Jun-2021	ALLEN, SHASHANAH (R)	39.45
695614	02-Jun-2021	APPLE NINE HOSPITALITY MNGMT INC (R)	6,989.61
695615	02-Jun-2021	BASS COUNTRY PROPERTIES (R)	68.44
695616	02-Jun-2021	BEHMER, PAIGE (R)	43.12
695617	02-Jun-2021	BOWDEN, SAMUEL (R)	16.50
695618	02-Jun-2021	CAHILL, KEITH (R)	48.37
695619	02-Jun-2021	CAREY, THEODORE (R)	35.59
695620	02-Jun-2021	CARITY, LEN (R)	64.38
695621	02-Jun-2021	COUPAUD, PAUL (R)	92.85
695622	02-Jun-2021	DAVEY, ADAM (R)	18.35
695623	02-Jun-2021	EDWARDS, ANGELA (R)	34.36
695624	02-Jun-2021	FLETCHER, MICHAEL (R)	66.36
695625	02-Jun-2021	GILLIARD, THERESA (R)	8.03
695626	02-Jun-2021	HARRIS, ANNTONETT (R)	42.41
695627	02-Jun-2021	HAWKINS, BRANDON (R)	80.69
695628	02-Jun-2021	JOHNSON, BRECK (R)	29.47
695629	02-Jun-2021	JOLLIE, JANE (R)	61.68
695630	02-Jun-2021	JONES, BRYON (R)	7.30
695631	02-Jun-2021	KAMBN HOLDINGS 1 LLC (R)	823.60
695632	02-Jun-2021	KIEFT, BRAXTON (R)	16.45
695633	02-Jun-2021	KINGSLEY, DANIEL (R)	55.88
695634	02-Jun-2021	KNOTT, VERONICA (R)	53.24
695635	02-Jun-2021	LARA, CARRIE (R)	12.52
695636	02-Jun-2021	LEMBKE, TY (R)	23.16
695637	02-Jun-2021	LIAO, KUO-TING (R)	101.15
695638	02-Jun-2021	LOCKHART, ALEXANDRIA (R)	6.99
695639	02-Jun-2021	LOWE, COTY (R)	22.52
695640	02-Jun-2021	MAHMOOD, BUSHRA (R)	37.60
695641	02-Jun-2021	MARKS, LILLIAN (R)	643.89
695642	02-Jun-2021	MATHIESEN, JENNIFER (R)	89.84
695643	02-Jun-2021	MENARD, TYLER (R)	103.01
695644	02-Jun-2021	MONTIJO OSUNA, JORGE ARMANDO (R)	88.91

695645	02-Jun-2021	NASH, CHALON (R)	37.64
695646	02-Jun-2021	NGUYEN, HENRY (R)	1,237.49
695647	02-Jun-2021	PEINADO, FRANK (R)	30.05
695648	02-Jun-2021	PETTY, MARISSA (R)	33.63
695649	02-Jun-2021	R.O.I. PROPERTIES (R)	378.95
695650	02-Jun-2021	RITA, TIMOTHY (R)	72.35
695651	02-Jun-2021	RIVERA, LUZETTE (R)	31.58
695652	02-Jun-2021	STARRETT, CODY (R)	67.52
695653	02-Jun-2021	THAVINCHER, ANOUSEA (R)	103.45
695654	02-Jun-2021	THOMAS, KRYSTAL (R)	39.86
695655	02-Jun-2021	TOWSE, NATHAN (R)	36.09
695656	02-Jun-2021	VAUGHN, KAITLYN (R)	9.22
695657	02-Jun-2021	WALLACE, PAUL (R)	30.16
695658	02-Jun-2021	WANG, JUSTINE (R)	99.95
695659	02-Jun-2021	WU, YAONING (R)	80.41
695660	02-Jun-2021	YANG, JAEWON (R)	19.78
695661	02-Jun-2021	ZAPATA, GEORGE (R)	1,066.73
695662	02-Jun-2021	ACE PARKING MANAGEMENT, INC	3,492.00
695663	02-Jun-2021	ALLIED UNIVERSAL SECURITY SERVICES	1,145.70
695664	02-Jun-2021	AM SIGNAL, INC	631,898.92
695665	02-Jun-2021	APTIVE ENVIRONMENTAL LLC (R)	33.75
695666	02-Jun-2021	ARIZONA FREELANCE INTERPRETING SERVICES	570.00
695667	02-Jun-2021	ARIZONA MATERIALS LLC	752.97
695668	02-Jun-2021	ARIZONA PUBLIC SERVICE COMPANY	122.57
695669	02-Jun-2021	ARIZONA RUBBER CO	405.13
695670	02-Jun-2021	ARIZONA TRUCK & COACH LLC	757.22
695671	02-Jun-2021	ARIZONA WASTEWATER INDUSTRIES INC	2,107.23
695672	02-Jun-2021	AUTO SAFETY HOUSE	868.25
695673	02-Jun-2021	BANNER EMPLOYER SERVICES, LLC	300.00
695674	02-Jun-2021	BINGHAM EQUIPMENT COMPANY	393.06
695675	02-Jun-2021	BINGHAM EQUIPMENT COMPANY	1,829.76
695676	02-Jun-2021	BOUND TREE MEDICAL LLC	5,421.03
695677	02-Jun-2021	BRIDGESTONE HOSEPOWER LLC	196.41
695678	02-Jun-2021	BROOKSIE'S	47.58
695679	02-Jun-2021	BUESING CORPORATION	50.00
695680	02-Jun-2021	CENTRALSQUARE TECHNOLOGIES, LLC	45.00
695681	02-Jun-2021	CHICAGO STREET BUSINESS PARK LLC (R)	135.00
695682	02-Jun-2021	COMMERCIAL POOL REPAIR	55,946.03
695683	02-Jun-2021	D L SALES CORP	992.71
695684	02-Jun-2021	DANNYS KITCHEN INC (R)	33.75

695686	02-Jun-2021	DAY AUTO SUPPLY, INC	5,024.79
695687	02-Jun-2021	DEVERI'S SHESHED DESIGNS (R)	33.75
695688	02-Jun-2021	DIBBLE CM, LLC	60,720.00
695689	02-Jun-2021	DPC ENTERPRISES LP	86,572.76
695690	02-Jun-2021	RYMER, CATHERINE	150.00
695691	02-Jun-2021	SOUTHWEST GAS CORP	10.79
695692	02-Jun-2021	DAY AUTO SUPPLY, INC	17.45
695693	02-Jun-2021	EARNHARDT	1,046.68
695694	02-Jun-2021	EARNHARDT	4,717.00
695695	02-Jun-2021	EARNHARDT CHANDLER CADILLAC INC	212.67
695697	02-Jun-2021	EARNHARDT CHEVROLET	9,631.84
695698	02-Jun-2021	EMPIRE SOUTHWEST	265.12
695699	02-Jun-2021	ENVIRONMENTAL DRAIN & ODOR CONTROL SERVICES LLC	860.00
695700	02-Jun-2021	FACTORY MOTOR PARTS COMPANY	2,213.15
695701	02-Jun-2021	FASTSIGNS	8,786.45
695702	02-Jun-2021	FLEETPRIDE INC	121.25
695703	02-Jun-2021	FLYERS ENERGY LLC	72,756.61
695704	02-Jun-2021	FREIGHTLINER OF ARIZONA LLC	310.81
695705	02-Jun-2021	GO AZ MOTORCYCLES	3,637.55
695706	02-Jun-2021	GRAINGER INC	2,261.07
695707	02-Jun-2021	GRAINGER INC	460.24
695708	02-Jun-2021	HACH COMPANY	23,948.44
695709	02-Jun-2021	HEINFELD, MEECH & CO PC	10,800.00
695710	02-Jun-2021	HOPE FOR ADDICTION INC (R)	33.75
695711	02-Jun-2021	JACK'S TIRE & OIL MANAGEMENT COMPANY, INC	7,252.52
695712	02-Jun-2021	KWALL LLC	3,500.00
695713	02-Jun-2021	LANGUAGE CONNECTION	190.00
695714	02-Jun-2021	LIM FAMILY MARTIAL ARTS	2,115.00
695715	02-Jun-2021	LITHO TECH, INC.	1,302.12
695716	02-Jun-2021	LOGAN SIMPSON DESIGN INC	2,140.83
695717	02-Jun-2021	MARICOPA COUNTY	1,730.00
695718	02-Jun-2021	MARICOPA COUNTY DEPT OF	52,269.65
695719	02-Jun-2021	MUNICIPAL EMERGENCY SERVICES INC	15,079.62
695720	02-Jun-2021	MURPHY INDUSTRIAL COATINGS, INC.	19,470.00
695721	02-Jun-2021	NATIONAL WATERPROOFING & ROOFING LLC	74,326.18
695722	02-Jun-2021	NORTH AMERICAN LUBRICANTS COMPANY	2,048.03
695723	02-Jun-2021	NORTHERN ARIZONA CENTER FOR ENTREPRENEURSHIP AND TECHNOLOGY	20,833.33
695724	02-Jun-2021	ORIGINAL WATERMEN, INC	1,757.36
695725	02-Jun-2021	ORION SAFETY PRODUCTS	3,391.20
695726	02-Jun-2021	OTTO LOGISTICS LLC	18,951.27

695727	02-Jun-2021	OUTDOOR SYSTEMS MANAGEMENT, LLC	5,909.25
695728	02-Jun-2021	PB&J CREATVE LLC	2,520.00
695729	02-Jun-2021	PEARSON & ASSOC COURT INT	300.00
695730	02-Jun-2021	PIONEER ATHLETICS	1,736.59
695731	02-Jun-2021	PRIDE GROUP LLC	1,763.78
695732	02-Jun-2021	PRO EM	625.10
695733	03-Jun-2021	CAIN, KATHLEEN E	82.00
695734	03-Jun-2021	JACOBSON, JENIFER L	16.28
695735	03-Jun-2021	LAPLANTE, JANELLE L	16.63
695736	03-Jun-2021	LIGGITT, KYLE W	144.00
695737	03-Jun-2021	NOLAN, ASHLEY L	142.00
695738	03-Jun-2021	NORRIS, DANIEL H	94.94
695739	03-Jun-2021	O'NEILL, MARY M	144.00
695740	03-Jun-2021	RAMIREZ, JAIRO M	25.00
695741	03-Jun-2021	REID, ZACKARY J	135.17
695742	03-Jun-2021	TURBOSCAPE	35,144.00
695743	03-Jun-2021	WAGNER, BRIAN S	36.32
695744	03-Jun-2021	ARIZONA PUBLIC SERVICE COMPANY	6,083.00
695745	03-Jun-2021	CITY OF CEDAR RAPIDS	273.88
695746	03-Jun-2021	CITY OF GLENDALE (233-5)	4,848.40
695747	03-Jun-2021	CITY OF MESA	82.00
695748	03-Jun-2021	FLAGSTAFF HOUSING AUTHORITY	1,808.88
695749	03-Jun-2021	HOUSING AUTHORITY OF JOLIET	2,412.88
695750	03-Jun-2021	HOUSING AUTHORITY OF THE CITY OF BELLINGHAM	1,676.88
695751	03-Jun-2021	KING COUNTY HOUSING AUTHORITY	6,240.40
695752	03-Jun-2021	SALT RIVER PROJECT	2,986.00
695753	03-Jun-2021	SAN DIEGO HOUSING COMMISSION	2,496.88
695754	03-Jun-2021	SCOTT COUNTY CDA	746.88
695755	03-Jun-2021	THR PROPERTY BORROWER LP	612.00
695756	09-Jun-2021	123 WASHINGTON HOMEOWNERS ASSOCIATION	1,428.00
695757	09-Jun-2021	123 WASHINGTON HOMEOWNERS ASSOCIATION	1,428.00
695758	09-Jun-2021	A MIND FOR DETAIL INC	5,432.51
695759	09-Jun-2021	AARDVARK	46,279.80
695760	09-Jun-2021	ADP INTERPRETING LLC	140.00
695761	09-Jun-2021	AERATOR SOLUTIONS	13,150.00
695762	09-Jun-2021	AFLAC	137.67
695763	09-Jun-2021	AIRPARK SIGNS & GRAPHICS	5,427.74
695764	09-Jun-2021	ALLIED UNIVERSAL SECURITY SERVICES	2,832.93
695765	09-Jun-2021	ALLIED UNIVERSAL SECURITY SERVICES	3,749.40
695766	09-Jun-2021	APL ACCESS & SECURITY	648.50

695767	09-Jun-2021	ARIZONA ATTORNEY GENERAL	40,696.17
695768	09-Jun-2021	ARIZONA ELEVATOR SOLUTIONS INC	5,145.58
695769	09-Jun-2021	ARIZONA MATERIALS LLC	2,340.58
695770	09-Jun-2021	ARIZONA POWER AUTHORITY	4,161.13
695771	09-Jun-2021	ARIZONA PUBLIC SERVICE COMPANY	3,356.14
695772	09-Jun-2021	ARIZONA STATE TREASURER	233,949.23
695773	09-Jun-2021	AXON ENTERPRISE, INC.	106,746.70
695774	09-Jun-2021	BAKER & TAYLOR INC	6,165.19
695775	09-Jun-2021	BANNER HEALTH RELEASE OF INFORMATION CENTER	75.00
695776	09-Jun-2021	C&I SHOW HARDWARE & SECURITY SYSTEMS INC	3,471.09
695777	09-Jun-2021	CASSIUS CASTINGS LLC	18,370.62
695778	09-Jun-2021	CENTURYLINK	17,023.32
695779	09-Jun-2021	CERNER CORPORATION	582.11
695780	09-Jun-2021	CHANDLER PARC CONDOMINIUM ASSOCIATION	1,320.00
695781	09-Jun-2021	CHUSKA CONSULTING LLC	1,000.00
695782	09-Jun-2021	CLARK TRANSPORTATION SOLUTIONS	2,909.40
695783	09-Jun-2021	COM SENSE INC	700.00
695784	09-Jun-2021	COMMERCIAL POOL REPAIR	16,984.27
695785	09-Jun-2021	COPPER STATE PAVEMENT SERVICES, INC	15,630.45
695786	09-Jun-2021	CORE & MAIN LP	133,983.17
695787	09-Jun-2021	COX COMMUNICATIONS INC	3.14
695788	09-Jun-2021	DAY AUTO SUPPLY, INC	310.46
695789	09-Jun-2021	DECA SOUTHWEST	1,306.16
695790	09-Jun-2021	DESERT TOX, LLC	846.10
695791	09-Jun-2021	DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC	22,947.36
695792	09-Jun-2021	MESA CITY COURT	500.00
695793	09-Jun-2021	OPTUM	3,686.90
695794	09-Jun-2021	SALT RIVER PROJECT	1,375.35
695795	09-Jun-2021	SOUTHWEST GAS CORP	77.31
695796	09-Jun-2021	EARNEST PRODUCTIONS, LLC	525.00
695797	09-Jun-2021	ENVIRONMENTAL DRAIN & ODOR CONTROL SERVICES LLC	1,905.00
695798	09-Jun-2021	EUROFINS TESTAMERICA	378.00
695799	09-Jun-2021	EXERPLAY INC	15,350.88
695800	09-Jun-2021	FSL HOME IMPROVEMENTS	44,883.35
695801	09-Jun-2021	FX TACTICAL LLC	25,448.95
695802	09-Jun-2021	GRAINGER INC	3,655.90
695803	09-Jun-2021	GRAINGER INC	2,756.30
695804	09-Jun-2021	GROUNDS CONTROL LLC	157,477.42
695805	09-Jun-2021	GUIDESOFT INC	898.28
695806	09-Jun-2021	HDR ENGINEERING INC	1,199.50

695807	09-Jun-2021	HERDER & ASSOCIATES LLC	852.15
695808	09-Jun-2021	HOLLAND, MICHAEL BLANE	3,292.08
695809	09-Jun-2021	HOWARD, RONALD	225.00
695810	09-Jun-2021	INTERWEST SAFETY SUPPLY LLC	10,425.60
695811	09-Jun-2021	ISO SERVICES, INC	25.00
695812	09-Jun-2021	KANOPY LLC	2,026.00
695813	09-Jun-2021	KWALL LLC	4,900.00
695814	09-Jun-2021	L P RENT A FENCE	2,156.00
695815	09-Jun-2021	LANDSEA HOMES - SONORA CROSSING (R)	82,409.30
695816	09-Jun-2021	LANGUAGE CONNECTION	190.00
695817	09-Jun-2021	LEA-ARCHITECTS, LLC	810.00
695818	09-Jun-2021	LEVEL 3 COMMUNICATIONS LLC	8,143.35
695819	09-Jun-2021	LIFELONG FITNESS BY KATHI	2,610.00
695820	09-Jun-2021	LITHO TECH, INC.	3,615.30
695821	09-Jun-2021	LOGAN SIMPSON DESIGN INC	3,578.15
695822	09-Jun-2021	M R TANNER CONSTRUCTION	27,540.00
695823	09-Jun-2021	MAGNITUDE SOFTWARE INC	32,500.00
695824	09-Jun-2021	MARICOPA COUNTY TREASURER	20,109.57
695825	09-Jun-2021	MATHESON TRI-GAS INC	261.94
695826	09-Jun-2021	METERING SERVICES INC	43,931.99
695827	09-Jun-2021	MIDWEST TAPE	16.98
695828	09-Jun-2021	MIRAGE MANOR	1,680.00
695829	09-Jun-2021	MIRAGE PARK RESORT CASITAS HOA	1,140.00
695830	09-Jun-2021	MOST DEPENDABLE FOUNTAINS	11,465.00
695831	09-Jun-2021	MUNICIPAL EMERGENCY SERVICES INC	14,018.29
695832	09-Jun-2021	NATIONAL TESTING NETWORK INC	55.00
695833	09-Jun-2021	NATIONAL WATERPROOFING & ROOFING LLC	76,725.00
695834	09-Jun-2021	NTT AMERICA INC	114,407.57
695835	09-Jun-2021	OTTO LOGISTICS LLC	6,233.64
695836	09-Jun-2021	OVIVO USA, LLC	21,914.16
695837	09-Jun-2021	POSTAL STRATEGIES CORPORATION	371.54
695838	09-Jun-2021	POSTON, JANE A	300.00
695839	09-Jun-2021	POSTON, JANE A	600.00
695840	09-Jun-2021	PRECISION CONCRETE CUTTING	10,243.07
695841	09-Jun-2021	PRECISION SWEEPING SERVICES, LLC	315.65
695842	09-Jun-2021	PRO EM	585.88
695843	09-Jun-2021	SCHINDLER, KEVIN	100.00
695844	09-Jun-2021	EUROFINS TESTAMERICA	225.00
695845	09-Jun-2021	NESTLE PURE LIFE	4,904.97
695846	09-Jun-2021	QUALITY TRAFFIC DATA, LLC	16,400.00

695847	09-Jun-2021	RATTLESNAKE SOLUTIONS LLC	450.00
695848	09-Jun-2021	REPUBLIC SERVICES INC	807.15
695849	09-Jun-2021	RESCUE AIR SYSTEMS INC	824.00
695850	09-Jun-2021	REYES & SONS LANDSCAPING LLC	103,549.90
695851	09-Jun-2021	RICOH USA INC	4,009.02
695852	09-Jun-2021	ROBERTSON, ANSHULTZ, SCHNEID, CRANE & PARTNERS	29.50
695853	09-Jun-2021	RPR WYATT INC	4,527.60
695854	09-Jun-2021	SALT RIVER PROJECT	34,183.27
695855	09-Jun-2021	SECURITY TITLE AGENCY	60.00
695856	09-Jun-2021	SECURITY TITLE AGENCY	60.00
695857	09-Jun-2021	SGR	10,843.17
695858	09-Jun-2021	SIMPLEVIEW INC	5,000.00
695859	09-Jun-2021	SKYLINE WINDOW CLEANING	2,510.00
695860	09-Jun-2021	SMELTZER, TODD JAMES	1,057.50
695861	09-Jun-2021	SOUTHWESTERN SCALE COMPANY	261.29
695862	09-Jun-2021	STATE OF ARIZONA	43.00
695863	09-Jun-2021	SUN AND MOON PRODUCTIONS LLC	4,300.00
695864	09-Jun-2021	SURVEILLANCE SECURITY INC	216.00
695865	09-Jun-2021	SWCA ENVIRONMENTAL CONSULTANTS	7,325.00
695866	09-Jun-2021	T-MOBILE USA	2,958.00
695867	09-Jun-2021	T-MOBILE USA	59.50
695868	09-Jun-2021	T2 PEST SERVICES	64.00
695869	09-Jun-2021	TECHNOLOGY INTEGRATORS LLC	3,970.56
695870	09-Jun-2021	TORRENT RESOURCES INC	8,529.99
695871	09-Jun-2021	TRAFFICADE SERVICE INC	1,703.30
695872	09-Jun-2021	TREELAND NURSERIES, INC	11,228.98
695873	09-Jun-2021	UBM ENTERPRISE, INC	12,263.10
695874	09-Jun-2021	UNITED ROTARY BRUSH CORPORATION	9,868.02
695875	09-Jun-2021	UNITED SITE SERVICES OF ARIZONA, INC.	151.30
695876	09-Jun-2021	W L EMSHOFF	2,040.00
695877	09-Jun-2021	WESTERN STATES FIRE PROTECTION	31,855.60
695878	09-Jun-2021	YELLOWSTONE LANDSCAPE	33,049.30
695879	09-Jun-2021	YESCO LLC	119,968.50
695880	09-Jun-2021	ABBOTT, ANNA (R)	19.95
695881	09-Jun-2021	ALLEN, BRYNDON (R)	41.81
695882	09-Jun-2021	ALLEN, DOUG (R)	61.82
695883	09-Jun-2021	ALLEN, JASON (R)	10.03
695884	09-Jun-2021	ANDERSON-MCCORMICK, SHIRLEY (R)	39.27
695885	09-Jun-2021	ANGELL-FINSERD, DIANA (R)	76.00
695886	09-Jun-2021	ARREDONDO LOPEZ, HECTOR (R)	82.09

695887	09-Jun-2021	AYERS, GERRIT R (R)	204.64
695888	09-Jun-2021	BATEMAN, TIFFANI (R)	8.03
695889	09-Jun-2021	BENENATE, DWAYNE (R)	33.88
695890	09-Jun-2021	BETTER CHOICE BUILDERS (R)	1,340.60
695891	09-Jun-2021	BIXLER, SHELBIE (R)	52.66
695892	09-Jun-2021	BORING, GALEN (R)	58.43
695893	09-Jun-2021	BRETAS, SILVIA (R)	40.53
695894	09-Jun-2021	BRILLIANT, DAVID (R)	32.34
695895	09-Jun-2021	BROWN, JULIE (R)	21.00
695896	09-Jun-2021	BRUMM, ADAM (R)	20.00
695897	09-Jun-2021	BUCKLEY, HELGA (R)	65.10
695898	09-Jun-2021	BUTLER, SABINE (R)	88.32
695899	09-Jun-2021	BUTTS, LARRY (R)	1,335.34
695900	09-Jun-2021	CARRIER, GEORGETTE (R)	38.27
695901	09-Jun-2021	CELAYA, MARIO (R)	49.16
695902	09-Jun-2021	CHADWICK, RIANNAN (R)	90.76
695903	09-Jun-2021	CHAMP PROPERTIES LLC (R)	369.85
695904	09-Jun-2021	CHANEY, JONATHAN (R)	24.99
695905	09-Jun-2021	COMBS, EVE (R)	402.00
695906	09-Jun-2021	COOKS, CALVINA (R)	55.78
695907	09-Jun-2021	CORRIGAN, WILLIAM (R)	74.62
695908	09-Jun-2021	CREWS, DONNA (R)	68.96
695909	09-Jun-2021	DANIELS, LESLIE (R)	27.04
695910	09-Jun-2021	DEASON, RICK (R)	42.86
695911	09-Jun-2021	DELAROSA, PEDRO (R)	24.91
695912	09-Jun-2021	DENARO, COLLEEN (R)	39.27
695913	09-Jun-2021	DIAMOND UNDERGROUND (R)	1,361.30
695914	09-Jun-2021	DRANEY, MICHELLE (R)	5.12
695915	09-Jun-2021	DUGGAL, KABIR (R)	8.25
695916	09-Jun-2021	DYBAS, JAMIE (R)	10.49
695917	09-Jun-2021	ENOCHS, TRACY (R)	9.22
695918	09-Jun-2021	ETTLIN, TONY (R)	9.97
695919	09-Jun-2021	EVANS, BETTY (R)	61.50
695920	09-Jun-2021	FARNSWORTH CONSTRUCTION (R)	1,339.59
695921	09-Jun-2021	FIERRO, COLLEEN (R)	76.31
695922	09-Jun-2021	FLUELLEN, ASHLEY (R)	21.48
695923	09-Jun-2021	FRANKLIN, JENNIER (R)	386.37
695924	09-Jun-2021	GRUBER, KRYSTLE (R)	37.60
695925	09-Jun-2021	GUNNING, GAYLYN (R)	22.66
695926	09-Jun-2021	HEINZE, DEANNA (R)	50.58

695927	09-Jun-2021	HERNANDEZ, JUSTIN (R)	59.74
695928	09-Jun-2021	HERNANDEZ, NABOR (R)	37.43
695929	09-Jun-2021	HERNANDEZ, RAMON (R)	14.53
695930	09-Jun-2021	HORMAN, SUSAN (R)	15.09
695931	09-Jun-2021	HORTON, HEATHER (R)	20.47
695932	09-Jun-2021	HOWLETT, DANIEL (R)	29.90
695933	09-Jun-2021	KASSA, YAKOB (R)	105.28
695934	09-Jun-2021	KAUFMAN, ALICIA (R)	80.53
695935	09-Jun-2021	KELLY, TODD (R)	55.54
695936	09-Jun-2021	KENNEY, BLAIR (R)	10.96
695937	09-Jun-2021	KERR, BRUCE (R)	132.22
695938	09-Jun-2021	KUROWSKI, MARIUSZ (R)	53.30
695939	09-Jun-2021	LASHNITS, TEAGUE (R)	30.51
695940	09-Jun-2021	LGE DESIGN BUILD (R)	1,328.06
695941	09-Jun-2021	LIANG, JACK (R)	78.45
695942	09-Jun-2021	LOBIANCO, KARI (R)	97.38
695943	09-Jun-2021	MARSH, FELICIA (R)	31.89
695944	09-Jun-2021	MASON, CORY (R)	22.13
695945	09-Jun-2021	MAURER, ANDREW (R)	25.35
695946	09-Jun-2021	MBUYA, CHARITY (R)	17.27
695947	09-Jun-2021	MENDOZA, MONIKA (R)	85.13
695948	09-Jun-2021	MOLINA, CLAUDIA (R)	49.74
695949	09-Jun-2021	NEAL, ALAN (R)	7.31
695950	09-Jun-2021	NOLLEY, ADAM (R)	93.87
695951	09-Jun-2021	OLIVER, GRACE (R)	39.36
695952	09-Jun-2021	PANAMBUR, NAVEEN (R)	32.26
695953	09-Jun-2021	PEREYRA, AMANDA (R)	26.68
695954	09-Jun-2021	PHAN, CRYSTAL (R)	14.69
695955	09-Jun-2021	PRIESING, RICHARD (R)	53.76
695956	09-Jun-2021	RAKOSI, ROCK (R)	50.48
695957	09-Jun-2021	RAMIREZ HOWARD, KARLA (R)	1,899.26
695958	09-Jun-2021	REESE, TREVOR (R)	84.19
695959	09-Jun-2021	RESENDES, JOSELIUS (R)	23.16
695960	09-Jun-2021	RICHARDSON, HUNTER (R)	26.97
695961	09-Jun-2021	ROMERO, FRANCISCO (R)	27.09
695962	09-Jun-2021	SALAZAR, SHAWN (R)	71.21
695963	09-Jun-2021	SHARP CREEK CONTRACTING (R)	2,386.35
695964	09-Jun-2021	SHAVER, MATTHEW (R)	35.84
695965	09-Jun-2021	SINK, CHRISTOPHER (R)	54.73
695966	09-Jun-2021	SMITH, DALLIN (R)	64.99

695967	09-Jun-2021	SMITHEE, CHRISTOHER (R)	30.44
695968	09-Jun-2021	SONZONI, KAYLEE (R)	7.05
695969	09-Jun-2021	STERN, SHANNYN (R)	81.83
695970	09-Jun-2021	STRAWN, DEBBI (R)	15.27
695971	09-Jun-2021	STREICH, NINA (R)	80.21
695972	09-Jun-2021	SZAREK, LOUISA (R)	55.83
695973	09-Jun-2021	TAYLOR, RONALD (R)	76.95
695974	09-Jun-2021	THOMPSON, TRIP (R)	8.70
695975	09-Jun-2021	TURLEY, MARIA (R)	45.23
695976	09-Jun-2021	TURNER, ANDREW	44.70
695977	09-Jun-2021	UDJUNI, FHAD (R)	12.01
695978	09-Jun-2021	UY, TIMOTHY (R)	64.99
695979	09-Jun-2021	VAN COOLEY, PATRICK (R)	22.18
695980	09-Jun-2021	WALCHTER, JOHNNY (R)	63.00
695981	09-Jun-2021	WALKER, ANDREW (R)	32.34
695982	09-Jun-2021	WHITE, ASHLEE (R)	21.16
695983	09-Jun-2021	WHITE, BELINDA (R)	42.23
695984	09-Jun-2021	WILDE, SHANALYN & BRANDON (R)	14.38
695985	09-Jun-2021	ZANDER, DANIEL (R)	30.60
695986	09-Jun-2021	APARTMENT HUNTERS	102.00
695987	09-Jun-2021	ESPINOZA, MARISELA (R)	320.00
695988	09-Jun-2021	SALT RIVER PROJECT	168.00
695989	09-Jun-2021	WREF GREENTREE PLACE, LP	1,687.00
695990	10-Jun-2021	LCPTRACKER INC	10,000.00
695991	14-Jun-2021	RANDAZZO, LARRY (R)	3,200.00
695992	16-Jun-2021	CORDOVA, ROMMEL	100.00
695993	16-Jun-2021	QUALITY TRAFFIC DATA, LLC	13,000.00
695994	16-Jun-2021	REGAL FENCE LLC	715.00
695995	16-Jun-2021	REPUBLIC SERVICES INC	2,221.17
695996	16-Jun-2021	REPUBLIC SERVICES INC	6,052.50
695997	16-Jun-2021	RICOH USA INC	7,692.49
695998	16-Jun-2021	ROSEMOUNT ANALYTICAL	1,465.52
695999	16-Jun-2021	RUSHWORKS	2,303.00
696000	16-Jun-2021	SALVATION ARMY	49,999.00
696001	16-Jun-2021	SENTINEL TECHNOLOGIES	42,379.84
696005	16-Jun-2021	SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT	19,261.08
696006	16-Jun-2021	SMD REMODELING, LLC	3,180.00
696007	16-Jun-2021	SOFT HANDS PRESSURE WASHING	930.00
696008	16-Jun-2021	SOLERA CHANDLER HOMEOWNERS' ASSOCIATION	669.00
696009	16-Jun-2021	SOUTHWEST UMPIRES ASSOCIATION	3,406.00

696010	16-Jun-2021	SUEZ WTS USA, INC	4,781.70
696011	16-Jun-2021	T-MOBILE USA	1,080.03
696012	16-Jun-2021	T-MOBILE USA	1,064.77
696013	16-Jun-2021	TEACHERS OF NATURE, LLC	149.00
696014	16-Jun-2021	TELEFLEX MEDICAL INCORPORATED	9,583.20
696015	16-Jun-2021	THATCHER COMPANY OF ARIZONA	106,759.46
696016	16-Jun-2021	UNIVERSAL POLICE SUPPLY CO	193,981.50
696017	16-Jun-2021	VINCON ENGINEERING CONSTRUCTION LLC	7,686.87
696018	16-Jun-2021	VOIANCE LANGUAGE SERVICES LLC	24.05
696019	16-Jun-2021	W L EMSHOFF	2,064.00
696020	16-Jun-2021	WATER & ENERGY SYSTEMS TECHNOLOGY INC	2,006.75
696021	16-Jun-2021	WESTERN STATES FIRE PROTECTION	4,800.18
696022	16-Jun-2021	WILSON ENGINEERS LLC	235,922.14
696023	16-Jun-2021	WUNDERLICH-MALEC SYSTEMS, INC	750.00
696024	16-Jun-2021	YANG, SHU FANG AND OMAR YANG (R)	2,678.61
696025	16-Jun-2021	YELLOWSTONE LANDSCAPE	14,777.39
696026	16-Jun-2021	ALBERT, LINDA (R)	65.45
696027	16-Jun-2021	ALEXANDER, DANIELLE (R)	50.73
696028	16-Jun-2021	AMIN, ROZI (R)	21.85
696029	16-Jun-2021	ASHLOCK, REBECCA (R)	46.63
696030	16-Jun-2021	BISHOP, JACLYN (R)	31.72
696031	16-Jun-2021	BROWN, LAURA (R)	76.47
696032	16-Jun-2021	CAPALDI, EMILY (R)	37.35
696033	16-Jun-2021	CARTER, MIRIAM (R)	56.00
696034	16-Jun-2021	CHATTERJEE, TUSHAR (R)	68.66
696035	16-Jun-2021	CHAVEZ, HELAR (R)	44.55
696036	16-Jun-2021	CLARK, PHILIP (R)	69.24
696037	16-Jun-2021	COLEMAN, MICHAEL (R)	50.52
696038	16-Jun-2021	DAKER, MARK (R)	61.76
696039	16-Jun-2021	DIAZ, CYNTHIA (R)	21.48
696040	16-Jun-2021	DOWNEY, KEVIN (R)	84.56
696041	16-Jun-2021	FOUR SFR LLC (R)	74.31
696042	16-Jun-2021	FRJO, LYDIA (R)	42.82
696043	16-Jun-2021	FU, TAO (R)	65.48
696044	16-Jun-2021	GONZALEZ, ROSARIO (R)	81.47
696045	16-Jun-2021	HAGGARD, KYLE (R)	14.66
696046	16-Jun-2021	HAINES, BRITTENY (R)	54.44
696047	16-Jun-2021	HECKER, LYNN (R)	83.39
696048	16-Jun-2021	HOMEWOOD, TROY (R)	444.44
696049	16-Jun-2021	KILLIAN, JOHN (R)	44.19

696050	16-Jun-2021	KIM, LILIAN (R)	5.57
696051	16-Jun-2021	KNOLL, TANNER (R)	79.29
696052	16-Jun-2021	KUHN, BRETT (R)	77.89
696053	16-Jun-2021	LARKIN, DOMINIQUE (R)	7.64
696054	16-Jun-2021	LARSON, JENNIFER (R)	25.32
696055	16-Jun-2021	LAU, STEVEN (R)	64.29
696056	16-Jun-2021	LEMKE, CHRISTINE (R)	1,013.65
696057	16-Jun-2021	LOWRIE, NATASHA (R)	6.68
696058	16-Jun-2021	MCPHEETERS, JACKIE (R)	46.92
696059	16-Jun-2021	MORELAND, TOMMIE (R)	63.00
696060	16-Jun-2021	MSC2017-H1NORTH ARIZONA AVE LLC (R)	265.02
696061	16-Jun-2021	NINIOS, KONSTANTINOS (R)	12.79
696062	16-Jun-2021	NORRIS, DANIEL (R)	50.98
696063	16-Jun-2021	PATTON, ANGELA (R)	66.51
696064	16-Jun-2021	POTT, DEBRA (R)	58.18
696065	16-Jun-2021	QIAN, JUN (R)	14.80
696066	16-Jun-2021	SARTIN, DANELLE (R)	6.27
696067	16-Jun-2021	SENOR TACO (R)	299.00
696068	16-Jun-2021	SHIELDS, JOSH (R)	88.91
696069	16-Jun-2021	SMITH, LAUREN (R)	7.05
696070	16-Jun-2021	STANFIELD, MARGARET (R)	68.36
696071	16-Jun-2021	TITLE MANAGER LLC (R)	48.39
696072	16-Jun-2021	VELOZ, NEFERTY (R)	60.22
696073	16-Jun-2021	VILLEGAS, BRITNEY (R)	10.50
696074	16-Jun-2021	WALZ, ERIN (R)	15.78
696075	16-Jun-2021	WINCHEL, RANDY (R)	10.93
696076	16-Jun-2021	ZUHHIKA, SANER (R)	21.48
696077	16-Jun-2021	ZYLSTRA, JOAN (R)	123.80
696078	16-Jun-2021	3SI SECURITY SYSTEMS	3,314.88
696079	16-Jun-2021	A MIND FOR DETAIL INC	3,775.00
696080	16-Jun-2021	ACCESS TECHNOLOGIES	4,597.97
696081	16-Jun-2021	ADP INTERPRETING LLC	140.00
696082	16-Jun-2021	ALLIED UNIVERSAL SECURITY SERVICES	833.20
696083	16-Jun-2021	ALTERNATIVE MAINTENANCE SERVICE	500.00
696084	16-Jun-2021	APTIVE ENVIRONMENTAL LLC (R)	250.00
696085	16-Jun-2021	ARCHER WESTERN CONSTRUCTION LLC	425,216.00
696086	16-Jun-2021	ARIZONA CENTER FOR FIRE SERVICE EXCELLENCE	1,500.00
696087	16-Jun-2021	ARIZONA ELEVATOR SOLUTIONS INC	409.77
696088	16-Jun-2021	ARIZONA PUBLIC SERVICE COMPANY	115.81
696089	16-Jun-2021	B & E APPRAISAL SERVICE	310.00

696090	16-Jun-2021	BINGHAM EQUIPMENT COMPANY	9.62
696091	16-Jun-2021	BLOOD ALCOHOL TESTING & CONSULTING, LLC	150.00
696092	16-Jun-2021	BOUND TREE MEDICAL LLC	2,994.45
696093	16-Jun-2021	BROOKSIE'S	90.00
696094	16-Jun-2021	BROWN & HOBKIRK, PLLC TRUST ACCOUNT (R)	300,000.00
696095	16-Jun-2021	C&I SHOW HARDWARE & SECURITY SYSTEMS INC	1,929.59
696096	16-Jun-2021	CACTUS ASPHALT	316,723.52
696097	16-Jun-2021	CARAHSOFT TECHNOLOGY CORP	11,626.42
696098	16-Jun-2021	CENTURYLINK	271.45
696099	16-Jun-2021	CENTURYLINK	257.69
696100	16-Jun-2021	CENTURYLINK	245.42
696101	16-Jun-2021	CENTURYLINK	244.35
696102	16-Jun-2021	CERNER CORPORATION	11,082.12
696103	16-Jun-2021	CHAVEZ, EDUARDO (R)	1,960.00
696104	16-Jun-2021	CHUSKA CONSULTING LLC	580.00
696105	16-Jun-2021	CITY OF PHOENIX	18.25
696106	16-Jun-2021	COMMERCIAL POOL REPAIR	5,192.88
696107	16-Jun-2021	COPPER STATE PAVEMENT SERVICES, INC	27,663.07
696108	16-Jun-2021	CORE & MAIN LP	16,342.35
696109	16-Jun-2021	COX COMMUNICATIONS INC	1,605.00
696110	16-Jun-2021	CRASH DATA GROUP, INC	27,400.00
696111	16-Jun-2021	DAY AUTO SUPPLY, INC	23.01
696112	16-Jun-2021	DECA SOUTHWEST	2,165.59
696113	16-Jun-2021	DESERT PADDLEBOARDS	420.00
696114	16-Jun-2021	DIG STUDIO INC	7,489.00
696115	16-Jun-2021	DIVING BOARD SOLUTIONS, LLC	19,730.02
696116	16-Jun-2021	DPC ENTERPRISES LP	60,423.68
696117	16-Jun-2021	FAY, ANTHONY J	4,500.38
696118	16-Jun-2021	HARRIS, ANTONIO F (R)	950.00
696119	16-Jun-2021	UNIVERSITY LAKES JUSTICE COURT	50.00
696120	16-Jun-2021	AT&T MOBILITY	3,518.64
696121	16-Jun-2021	EARNHARDT	97.39
696122	16-Jun-2021	EARNHARDT	441.39
696123	16-Jun-2021	EARNHARDT CHEVROLET	1,263.10
696124	16-Jun-2021	EMPIRE SOUTHWEST	175.46
696125	16-Jun-2021	ENG, LEUNG	160.00
696126	16-Jun-2021	ENVIRONMENTAL DRAIN & ODOR CONTROL SERVICES LLC	960.00
696127	16-Jun-2021	FERGUSON ENTERPRISES, LLC	28,358.48
696128	16-Jun-2021	FPS CIVIL LLC	195,236.89
696129	16-Jun-2021	FREIGHTLINER OF ARIZONA LLC	656.91

696130	16-Jun-2021	GILA RIVER INDIAN COMMUNITY	10,112.01
696131	16-Jun-2021	GILA RIVER INDIAN COMMUNITY	4,396.89
696132	16-Jun-2021	GRAINGER INC	6,729.71
696133	16-Jun-2021	GRAINGER INC	2,471.14
696134	16-Jun-2021	GRAYBAR ELECTRIC COMPANY INC	8,574.30
696135	16-Jun-2021	GREAT TRAINING LLC	1,020.00
696136	16-Jun-2021	GROUNDS CONTROL LLC	230.00
696137	16-Jun-2021	GUIDESOFT INC	317.04
696138	16-Jun-2021	HARRIS, AARON (R)	503.00
696139	16-Jun-2021	HDA ARCHITECTS LLC	4,743.75
696140	16-Jun-2021	HEINFELD, MEECH & CO PC	3,216.00
696141	16-Jun-2021	HENNESY MECHANICAL SALES	17,994.37
696142	16-Jun-2021	ICNA RELIEF USA PROGRAMS INC (R)	45.00
696143	16-Jun-2021	KELLER ELECTRICAL INDUSTRIES INC	9,074.69
696144	16-Jun-2021	KWALL LLC	3,500.00
696145	16-Jun-2021	LEVEL 3 COMMUNICATIONS LLC	630.75
696146	16-Jun-2021	LEVEL 3 COMMUNICATIONS LLC	2,385.22
696147	16-Jun-2021	LOGOCOMOTION	274.39
696148	16-Jun-2021	LSW ENGINEERS ARIZONA, INC	1,082.00
696149	16-Jun-2021	LYFT INC	1,501.53
696150	16-Jun-2021	M J MOORE ENTERTAINMENT	100.00
696151	16-Jun-2021	MARKS, LASHAY R	250.00
696152	16-Jun-2021	MCCARTHY BUILDING COMPANIES, INC	156,707.00
696153	16-Jun-2021	MCCOOK INDUSTRIES LLC	5,378.91
696154	16-Jun-2021	MICHELLE LANGAN MEDIATION LAW FIRM LLC	9,415.00
696155	16-Jun-2021	MIDWEST TAPE	170.65
696156	16-Jun-2021	MOBILE CRIME SCENE ACADEMY LLC	900.00
696157	16-Jun-2021	MUNICIPAL EMERGENCY SERVICES INC	1,304.87
696158	16-Jun-2021	OTTO ENVIRONMENTAL SYSTEMS NORTH AMERICA, INC.	24,937.82
696159	16-Jun-2021	OTTO LOGISTICS LLC	20,426.57
696160	16-Jun-2021	PARADOX, INC	7,200.00
696161	16-Jun-2021	PAVEMENT RESTORATION INC	115,288.80
696162	16-Jun-2021	POSTMASTER	1,320.00
696163	16-Jun-2021	PRECISION SWEEPING SERVICES, LLC	3,821.11
696164	16-Jun-2021	PROJECT HOSTS INC	1,341.00
696165	16-Jun-2021	ARIZONA PUBLIC SERVICE COMPANY	135.76
696166	16-Jun-2021	DEMING, DIANA P	295.49
696167	16-Jun-2021	SOUTHWEST GAS CORP	22,762.34
696168	16-Jun-2021	STONE, MARK A	140.55
696169	16-Jun-2021	CITY OF MESA	489.00

696170	16-Jun-2021	KING COUNTY HOUSING AUTHORITY	825.00
696171	17-Jun-2021	SONORAN SPINE CENTER PC	3,300.00
696172	17-Jun-2021	SONORAN SPINE CENTER PC	250.00
696173	22-Jun-2021	MARTINEZ, AURORA (R)	13,375.52
696174	23-Jun-2021	A MIND FOR DETAIL INC	950.00
696175	23-Jun-2021	ADP INTERPRETING LLC	420.00
696176	23-Jun-2021	ALLARD COLLISION	15,852.60
696177	23-Jun-2021	AMERICAN FITNESS SERVICES, LLC	930.92
696178	23-Jun-2021	ANCHOR INDUSTRIES INC	8,485.00
696179	23-Jun-2021	ANIXTER INC	1,478.37
696180	23-Jun-2021	APL ACCESS & SECURITY	70.00
696181	23-Jun-2021	ARCHER WESTERN CONSTRUCTION LLC	167,266.00
696182	23-Jun-2021	ARIZONA ADVANCED IMAGING (R)	15.00
696183	23-Jun-2021	ARIZONA MATERIALS LLC	1,338.42
696184	23-Jun-2021	ARIZONA OFFICE TECHNOLOGIES	132.19
696185	23-Jun-2021	ARIZONA PUBLIC SERVICE COMPANY	13,269.83
696186	23-Jun-2021	ARIZONA RUBBER CO	462.38
696187	23-Jun-2021	ARIZONA TRUCK & COACH LLC	2,890.64
696188	23-Jun-2021	ARIZONA WASTEWATER INDUSTRIES INC	84,408.38
696189	23-Jun-2021	AUDIENCE MAGNETS LLC	2,500.00
696190	23-Jun-2021	AUSTIN, EDWARD (R)	15.00
696191	23-Jun-2021	AVON PROTECTION SYSTEMS INC	7,857.95
696192	23-Jun-2021	AZ LOCATORS LLC	16,930.62
696193	23-Jun-2021	BAKER & TAYLOR INC	7,588.45
696194	23-Jun-2021	BEST PLUMBING SPECIALTIES INC	426.67
696195	23-Jun-2021	BESWICK, ELIZABETH (R)	15.00
696196	23-Jun-2021	BLUE SQUARE MANUFACTURING (R)	65.00
696197	23-Jun-2021	BORDER STATES ELECTRIC SUPPLY	525.46
696198	23-Jun-2021	BOUCHER, SCOTT OR STEPHANIE (R)	15.00
696199	23-Jun-2021	BREYER LAW OFFICE (R)	15.00
696200	23-Jun-2021	BRICKS 4 KIDZ	4,500.00
696201	23-Jun-2021	BRIDGESTONE HOSEPOWER LLC	118.83
696202	23-Jun-2021	BUESING CORPORATION	35.00
696203	23-Jun-2021	C&I SHOW HARDWARE & SECURITY SYSTEMS INC	5,625.53
696204	23-Jun-2021	CBA LIGHTING & CONTROLS INC	325.69
696205	23-Jun-2021	CENTURYLINK	17,040.81
696206	23-Jun-2021	CHILLER CITY CORP	1,771.00
696207	23-Jun-2021	CHRIS'S PIANO MOVING	2,300.00
696208	23-Jun-2021	CITY OF CHANDLER	2,375.00
696209	23-Jun-2021	COMBS CONSTRUCTION COMPANY	142,362.73

696210	23-Jun-2021	COMMERCIAL POOL REPAIR	204.38
696211	23-Jun-2021	COMPUTER AID, INC	254,628.00
696212	23-Jun-2021	COPPER STATE PAVEMENT SERVICES, INC	110,855.60
696213	23-Jun-2021	CORE & MAIN LP	31,699.34
696214	23-Jun-2021	CRYSTAL BAY HOA	10,000.00
696216	23-Jun-2021	DAY AUTO SUPPLY, INC	3,166.17
696217	23-Jun-2021	DECA SOUTHWEST	297.59
696218	23-Jun-2021	DESERT PADDLEBOARDS	225.00
696219	23-Jun-2021	DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC	1,146.09
696220	23-Jun-2021	DIETERICH ARCHITECTURAL GROUP INC	320.00
696221	23-Jun-2021	DOOLEY ENTERPRISES INC.	157,359.89
696222	23-Jun-2021	DUHON LAW (R)	5.00
696223	23-Jun-2021	SOUTHWEST GAS CORP	15.48
696224	23-Jun-2021	EARNHARDT	5,404.65
696225	23-Jun-2021	EARNHARDT CHEVROLET	6,981.88
696226	23-Jun-2021	EMPIRE SOUTHWEST	365.07
696227	23-Jun-2021	ENG, LEUNG	160.00
696228	23-Jun-2021	ENVIRONMENTAL DRAIN & ODOR CONTROL SERVICES LLC	1,055.00
696229	23-Jun-2021	EXHIBIT ENVOY	1,350.00
696230	23-Jun-2021	FACTORY MOTOR PARTS COMPANY	1,286.62
696231	23-Jun-2021	FREIGHTLINER OF ARIZONA LLC	67.38
696232	23-Jun-2021	FSL HOME IMPROVEMENTS	7,978.68
696233	23-Jun-2021	GARCIA, ELIZABETH (R)	18.41
696234	23-Jun-2021	GERVASIO & ASSOC., INC	2,725.00
696235	23-Jun-2021	GLAZAR, RICHARD (R)	100.00
696236	23-Jun-2021	GOLDBERG & OSBORNE LLP (R)	15.00
696237	23-Jun-2021	GRAINGER INC	6,320.08
696238	23-Jun-2021	GRAINGER INC	593.59
696239	23-Jun-2021	GRAINGER INC	1,278.21
696240	23-Jun-2021	GREGORY J. KUYKENDALL, P.C. (R)	1,000,000.00
696241	23-Jun-2021	GUTIERREZ, OMAR G AMIAGA	100.00
696242	23-Jun-2021	HERPIN, RACHEL ANN	960.00
696243	23-Jun-2021	HEWLETT PACKARD ENTERPRISE COMPANY	1,373.76
696244	23-Jun-2021	IAP	4,578.00
696245	23-Jun-2021	INTERSTATE BATTERY SYSTEM OF PHX	1,352.67
696246	23-Jun-2021	INTERWEST SAFETY SUPPLY LLC	590.73
696247	23-Jun-2021	JACK'S TIRE & OIL MANAGEMENT COMPANY, INC	6,037.16
696248	23-Jun-2021	JONES, ERIC (R)	10.00
696249	23-Jun-2021	KELLY & LYONS (R)	125,000.00
696250	23-Jun-2021	LANGUAGE CONNECTION	190.00

696251	23-Jun-2021	LANGUAGE TESTING INTERNATIONAL	244.00
696252	23-Jun-2021	LEE, JEFFREY	650.00
696253	23-Jun-2021	LEE, JENNIFER (R)	15.00
696254	23-Jun-2021	LEVEL 3 COMMUNICATIONS LLC	2,435.44
696255	23-Jun-2021	LI, ZHAOZHI (R)	15.00
696256	23-Jun-2021	LIGHTING UNLIMITED INC	2,268.56
696257	23-Jun-2021	LOGAN SIMPSON DESIGN INC	7,373.97
696258	23-Jun-2021	LOGOCOMOTION	1,510.18
696259	23-Jun-2021	MARICOPA COUNTY	14,796.40
696260	23-Jun-2021	MARICOPA COUNTY	35,000.00
696261	23-Jun-2021	MARTIN, CRYSTAL (R)	15.00
696262	23-Jun-2021	MIKHA MOTORSPORTS (R)	15.00
696263	23-Jun-2021	MINJARES, MATTHEW D	1,500.00
696264	23-Jun-2021	MOTOROLA	896,562.00
696265	23-Jun-2021	MUNICIPAL EMERGENCY SERVICES INC	500.50
696266	23-Jun-2021	NTT AMERICA INC	7,800.00
696267	23-Jun-2021	OFFICE OF THE JURY COMMISSION	290.00
696268	23-Jun-2021	OLSSON, INC	450.55
696269	23-Jun-2021	OTTO LOGISTICS LLC	24,268.44
696270	23-Jun-2021	OUTPLAY SPORTS SURFACES LLC	975.00
696271	23-Jun-2021	PD' PROGRAMMING INC	1,030.00
696272	23-Jun-2021	PIRTZ, BONNIE (R)	5.00
696273	23-Jun-2021	POTTERS INDUSTRIES INC	6,292.07
696274	23-Jun-2021	PRIDE GROUP LLC	9,799.42
696275	23-Jun-2021	A TO Z EQUIPMENT RENTAL & SALES	194.55
696276	23-Jun-2021	EUROFINS TESTAMERICA	2,920.00
696277	23-Jun-2021	GOVERNMENT FINANCE OFFICERS	150.00
696278	23-Jun-2021	KIRKBY, SANDRA (R)	25.00
696279	23-Jun-2021	RATTLESNAKE SOLUTIONS LLC	200.00
696280	23-Jun-2021	REGAL FENCE LLC	4,481.00
696281	23-Jun-2021	RICOH USA INC	2,385.50
696282	23-Jun-2021	RKS PLUMBING & MECHANICAL INC	20,531.75
696283	23-Jun-2021	SAFELITE AUTOGLASS CORP	1,133.36
696284	23-Jun-2021	SALANGA, EDWARD (R)	15.00
696285	23-Jun-2021	SCP DISTRIBUTORS LLC (R)	1,802.88
696286	23-Jun-2021	SECRETARY OF STATE	43.00
696287	23-Jun-2021	SECURITY TITLE AGENCY	60.00
696288	23-Jun-2021	SENERGY PETROLEUM, LLC	25,743.13
696289	23-Jun-2021	SENTINEL TECHNOLOGIES	14,434.36
696290	23-Jun-2021	SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT	28.19

696291	23-Jun-2021	SKYLINE WINDOW CLEANING	960.00
696292	23-Jun-2021	SOUTHERN TIRE MART, LLC	3,191.12
696293	23-Jun-2021	STACY J DANCING	560.00
696294	23-Jun-2021	STOUT, MARY GRACE (R)	10.00
696295	23-Jun-2021	SUN AND MOON PRODUCTIONS LLC	4,300.00
696296	23-Jun-2021	SUN MECHANICAL CONTRACTING INC.	7,625.75
696297	23-Jun-2021	SUNRISE ENGINEERING, INC	2,110.00
696298	23-Jun-2021	T-MOBILE USA	81.97
696299	23-Jun-2021	T2 PEST SERVICES	64.00
696300	23-Jun-2021	TECHNOLOGY INTEGRATORS LLC	6,595.01
696301	23-Jun-2021	TEL TECH NETWORKS, INC.	8,249.54
696302	23-Jun-2021	THATCHER COMPANY OF ARIZONA	4,507.26
696303	23-Jun-2021	TRAFFICADE SERVICE INC	1,198.85
696304	23-Jun-2021	TRANE	4,513.00
696305	23-Jun-2021	TRITECH SOFTWARE SYSTEMS	100,169.23
696306	23-Jun-2021	UBM ENTERPRISE, INC	50.80
696307	23-Jun-2021	UNITED ROTARY BRUSH CORPORATION	8,195.21
696308	23-Jun-2021	UNITED SITE SERVICES OF ARIZONA, INC.	184.37
696309	23-Jun-2021	VINCON ENGINEERING CONSTRUCTION LLC	322,791.10
696310	23-Jun-2021	VIRGIN+NPI GROUP INC (R)	45.00
696311	23-Jun-2021	VOIANCE LANGUAGE SERVICES LLC	578.97
696312	23-Jun-2021	WALL, CRAIG (R)	15.00
696313	23-Jun-2021	WESCO DISTRIBUTION, INC	142,007.96
696314	23-Jun-2021	WESTERN STATES FIRE PROTECTION	7,853.74
696315	23-Jun-2021	WHITFIELD, TAMMIE (R)	5.00
696316	23-Jun-2021	WINDOM SECURITY STRATEGIES TODAY, LLC	3,600.00
696317	23-Jun-2021	WORKGROUP CONNECTIONS INC	23,355.00
696318	23-Jun-2021	YELLOWSTONE LANDSCAPE	6,940.00
696319	23-Jun-2021	ALATORRE, LUZ (R)	17.48
696320	23-Jun-2021	ALMANZAR, ALEXIS (R)	63.52
696321	23-Jun-2021	ANDERSON, RODNEY (R)	54.49
696322	23-Jun-2021	APEL, WILLIAM (R)	32.70
696323	23-Jun-2021	BETHANY, TIFFANY (R)	87.99
696324	23-Jun-2021	BISHOP, ELIZABETH (R)	65.18
696325	23-Jun-2021	BURDIN, MITCHELL (R)	61.61
696326	23-Jun-2021	BUTTS, ROBERT (R)	21.57
696327	23-Jun-2021	CATHCART, SCOTT (R)	56.25
696328	23-Jun-2021	CHURCHILL, CHRISTIANNE (R)	50.48
696329	23-Jun-2021	COLEMAN, JASON (R)	22.55
696330	23-Jun-2021	CONATY, DEAN (R)	41.02

696331	23-Jun-2021	DUNCAN, KATRINA (R)	23.35
696332	23-Jun-2021	EARNEST, ADAM (R)	49.33
696333	23-Jun-2021	EDDOWES, MANUEL (R)	104.33
696334	23-Jun-2021	ENGLE, DAVID (R)	58.32
696335	23-Jun-2021	EVERHART, ROD (R)	64.92
696336	23-Jun-2021	GLASS, KALA (R)	47.10
696337	23-Jun-2021	HOEKSTRA, CORY (R)	54.01
696338	23-Jun-2021	JOHNSON, LAJUANA (R)	11.88
696339	23-Jun-2021	KARLBERG, TYLER (R)	11.60
696340	23-Jun-2021	KERLEY, ROSS (R)	10.39
696341	23-Jun-2021	KROLAK, JULE (R)	79.89
696342	23-Jun-2021	LACIVITA, KENDALL (R)	19.45
696343	23-Jun-2021	LANDVATTER, TAYLOR (R)	72.18
696344	23-Jun-2021	LEAVITT, SANDRA (R)	36.43
696345	23-Jun-2021	MARTENS, MICHELLE (R)	70.20
696346	23-Jun-2021	MVV RETAIL LLC (R)	343.79
696347	23-Jun-2021	NGUYEN, JEN (R)	44.65
696348	23-Jun-2021	PHONG, CUONG (R)	179.73
696349	23-Jun-2021	POLITE, MICHAEL (R)	63.73
696350	23-Jun-2021	POORMAN, CHAD (R)	52.95
696351	23-Jun-2021	ROSE, SHANNON (R)	103.53
696352	23-Jun-2021	ROY, ZACHARY (R)	60.37
696353	23-Jun-2021	SAMMIS, ANDREW (R)	82.91
696354	23-Jun-2021	SANDY BANKS LLC (R)	56.33
696355	23-Jun-2021	SHAVER, MATTHEW (R)	62.17
696356	23-Jun-2021	SMITH, ANDREW (R)	16.69
696357	23-Jun-2021	STERBENZ, ERIKA (R)	68.85
696358	23-Jun-2021	THOMPKINS, ROBERT (R)	102.12
696359	23-Jun-2021	TURNER, ETHRELDA (R)	34.37
696360	23-Jun-2021	URTUSUAZTEGUI, LIZETTE (R)	23.16
696361	23-Jun-2021	WALKER, REGGIE (R)	33.39
696362	23-Jun-2021	WRIGHT, PAUL (R)	28.58
696363	23-Jun-2021	YOST, KATHY (R)	25.10
696364	24-Jun-2021	DUNCAN, NATHAN A	17.20
696365	24-Jun-2021	KEETON, TANYA R	34.97
696366	24-Jun-2021	KELLEY, RONALD A	164.75
696367	24-Jun-2021	SALT RIVER PROJECT	249.86
696368	30-Jun-2021	A MIND FOR DETAIL INC	375.00
696369	30-Jun-2021	ABRACADABRA PRODUCTIONS INC	1,800.00
696370	30-Jun-2021	ACCESS TECHNOLOGIES	38,177.81

696371	30-Jun-2021	ACCURATE INTERPRETING SERVICES LLC	120.00
696372	30-Jun-2021	ADAPTIVE ARCHITECTS, INC	9,588.00
696373	30-Jun-2021	ADP INTERPRETING LLC	350.00
696374	30-Jun-2021	ALLIED 100	3,788.42
696375	30-Jun-2021	ALLIED UNIVERSAL SECURITY SERVICES	2,291.40
696376	30-Jun-2021	APL ACCESS & SECURITY	13,129.89
696377	30-Jun-2021	APPLE GOVERNMENT SALES	15,402.59
696378	30-Jun-2021	ARIZONA MATERIALS LLC	584.98
696379	30-Jun-2021	ARIZONA PREMIER SURGERY PLLC (R)	45.00
696380	30-Jun-2021	ARIZONA PUBLIC SERVICE COMPANY	188.31
696381	30-Jun-2021	ARIZONA RUBBER CO	407.73
696382	30-Jun-2021	ARIZONA SUPREME COURT	18.00
696383	30-Jun-2021	BAKER & TAYLOR INC	825.75
696384	30-Jun-2021	BANNER HEALTH (R)	22.50
696385	30-Jun-2021	BEST PLUMBING SPECIALTIES INC	142.22
696386	30-Jun-2021	BLOOD ALCOHOL TESTING & CONSULTING, LLC	150.00
696387	30-Jun-2021	BOUND TREE MEDICAL LLC	3,673.21
696388	30-Jun-2021	BRICKS 4 KIDZ	5,000.00
696389	30-Jun-2021	BUESING CORPORATION	70.00
696390	30-Jun-2021	BUILDERS GUILD INC	9,827.94
696391	30-Jun-2021	CERNER CORPORATION	622.11
696392	30-Jun-2021	CHAMPION FOR SUCCESS	375.00
696393	30-Jun-2021	COLLINS COMPANY	3,146.90
696394	30-Jun-2021	COMMERCIAL POOL REPAIR	45,617.08
696395	30-Jun-2021	COMPUTER AID, INC	47,508.75
696396	30-Jun-2021	CORE & MAIN LP	28,971.93
696397	30-Jun-2021	CRI	7,657.60
696398	30-Jun-2021	DAY AUTO SUPPLY, INC	2,540.31
696399	30-Jun-2021	DECA SOUTHWEST	2,013.42
696400	30-Jun-2021	DESERT PADDLEBOARDS	750.00
696401	30-Jun-2021	DPC ENTERPRISES LP	114,203.05
696402	30-Jun-2021	DRAGONEYE TECHNOLOGY, LLC	41,897.50
696403	30-Jun-2021	SALT RIVER PROJECT	136.62
696404	30-Jun-2021	AMES, MELISSA RACHEL	250.00
696405	30-Jun-2021	ANDERSEN, NIKI ANN (R)	50.00
696406	30-Jun-2021	EARNHARDT	974.21
696407	30-Jun-2021	EARNHARDT CHEVROLET	709.40
696408	30-Jun-2021	EMPIRE SOUTHWEST	789.46
696409	30-Jun-2021	EUROFINS TESTAMERICA	864.00
696410	30-Jun-2021	EVENING STAR ALH LLC (R)	33.75

696411	30-Jun-2021	EVEREST COMMUNICATIONS	1,279.00
696412	30-Jun-2021	FACTORY MOTOR PARTS COMPANY	333.88
696413	30-Jun-2021	FIDELITY NATIONAL TITLE AGENCY INC	1,057.00
696414	30-Jun-2021	FLYERS ENERGY LLC	99,470.76
696415	30-Jun-2021	FREIGHTLINER OF ARIZONA LLC	260.68
696416	30-Jun-2021	GILA RIVER INDIAN COMMUNITY UTILITY AUTHORITY	19,909.13
696417	30-Jun-2021	GO AZ MOTORCYCLES	2,541.75
696418	30-Jun-2021	GRAINGER INC	497.24
696419	30-Jun-2021	GRAINGER INC	118.26
696420	30-Jun-2021	GUIDESOFT INC	951.12
696421	30-Jun-2021	GUST ROSENFELD PLC	9,500.00
696422	30-Jun-2021	HACH COMPANY	2,393.78
696423	30-Jun-2021	HENNEN PUBLISHING & MARKETING GROUP	947.50
696424	30-Jun-2021	HERPIN, RACHEL ANN	600.00
696425	30-Jun-2021	HOT SHOT DELIVERY, INC	77.00
696426	30-Jun-2021	INTERWEST SAFETY SUPPLY LLC	15,377.76
696427	30-Jun-2021	JACK'S TIRE & OIL MANAGEMENT COMPANY, INC	1,024.77
696428	30-Jun-2021	KARY ENVIRONMENTAL SERVICES INC	1,590.51
696429	30-Jun-2021	LANDPRO VALUATION LLC	1,000.00
696430	30-Jun-2021	LIM FAMILY MARTIAL ARTS	2,070.00
696431	30-Jun-2021	LITHO TECH, INC.	4,917.42
696432	30-Jun-2021	LOGOCOMOTION	335.26
696433	30-Jun-2021	LRK BEAUTY SALON LLC (R)	33.75
696434	30-Jun-2021	LUGO, CRESENCIO (R)	15.78
696435	30-Jun-2021	M R TANNER CONSTRUCTION	1,671,553.34
696436	30-Jun-2021	MACKEY, FRANK	100.00
696437	30-Jun-2021	MACYS RETAIL HOLDINGS (R)	22.50
696438	30-Jun-2021	MARICOPA COUNTY	680.00
696439	30-Jun-2021	MCCARTHY BUILDING COMPANIES, INC	41,963.00
696440	30-Jun-2021	METROHM USA, INC.	3,409.44
696441	30-Jun-2021	MIDWEST TAPE	204.26
696442	30-Jun-2021	MIRACLE PLAYGROUND SALES SOUTHWEST LLC	78,530.63
696443	30-Jun-2021	OLSSON, INC	42,113.27
696444	30-Jun-2021	ORION SAFETY PRODUCTS	3,646.56
696445	30-Jun-2021	OTTO LOGISTICS LLC	12,644.10
696446	30-Jun-2021	PIPELINE SERVICES INC	5,212.80
696447	30-Jun-2021	PRIDE GROUP LLC	2,362.98
696448	30-Jun-2021	PRISMA GRAPHIC CORPORATION	2,936.54
696449	30-Jun-2021	TURNER, JAMES E	100.00
696450	30-Jun-2021	JACOBSON, AMY L	15.03

696451	30-Jun-2021	BAMBAUER, DEBRA (R)	103.50
696452	30-Jun-2021	DAY AUTO SUPPLY, INC	3.16
696453	30-Jun-2021	RICOH USA INC	93.06
696454	30-Jun-2021	RKS PLUMBING & MECHANICAL INC	3,369.00
696455	30-Jun-2021	SAFELITE AUTOGLASS CORP	300.40
696456	30-Jun-2021	SANCTUARY LANDSCAPE	2,750.00
696457	30-Jun-2021	SECURITY TITLE AGENCY	60.00
696458	30-Jun-2021	SENERGY PETROLEUM, LLC	9,092.50
696459	30-Jun-2021	SHEWORKS HOME REMODELING & ELECTRICAL (R)	80.00
696460	30-Jun-2021	SOFT HANDS PRESSURE WASHING	930.00
696461	30-Jun-2021	SOUTHERN TIRE MART, LLC	651.75
696462	30-Jun-2021	SOUTHWEST UMPIRES ASSOCIATION	598.00
696463	30-Jun-2021	SPARKS KARATE	805.00
696464	30-Jun-2021	SPORTS BLING & THINGS	6,096.49
696465	30-Jun-2021	STATE OF ARIZONA	200.00
696466	30-Jun-2021	SUEZ WTS USA, INC	11,969.90
696467	30-Jun-2021	SUN COUNTRY TRUCK EQUIPMENT INC	145.86
696468	30-Jun-2021	SUPERIOR SUPPLY INC	77,837.20
696469	30-Jun-2021	T2 PEST SERVICES	32.00
696470	30-Jun-2021	TALIS CONSTRUCTION CORP	10,234.68
696471	30-Jun-2021	TEACHERS OF NATURE, LLC	149.00
696472	30-Jun-2021	THATCHER COMPANY OF ARIZONA	13,230.00
696473	30-Jun-2021	TRAFFICADE SERVICE INC	1,154.31
696474	30-Jun-2021	TREELAND NURSERIES, INC	64.98
696475	30-Jun-2021	UBM ENTERPRISE, INC	12,189.94
696476	30-Jun-2021	UNIVERSAL POLICE SUPPLY CO	378.35
696477	30-Jun-2021	UNIVERSITY OF ARIZONA	2,909.00
696478	30-Jun-2021	VINCON ENGINEERING CONSTRUCTION LLC	279,775.53
696479	30-Jun-2021	WATERFLUENCE LLC	1,710.00
696480	30-Jun-2021	WESTERN STATES FIRE PROTECTION	1,992.62
696481	30-Jun-2021	WILSON ENGINEERS LLC	100,270.00
696482	30-Jun-2021	WINCAN LLC	5,700.00
696483	30-Jun-2021	WOODS, TAMMY (R)	180.00
696484	30-Jun-2021	WORKGROUP CONNECTIONS INC	5,520.00
696485	30-Jun-2021	BENHAM, DOUGLAS (R)	21.24
696486	30-Jun-2021	BOLDEN, JULIE (R)	54.25
696487	30-Jun-2021	BOYER, TIMOTHY (R)	90.63
696488	30-Jun-2021	CAPALDI, EMILY (R)	37.35
696489	30-Jun-2021	COCHRAN, MADISON (R)	34.45
696490	30-Jun-2021	COLES, TROYCE (R)	80.45

696491	30-Jun-2021	CURTIS, AARON (R)	100.12
696492	30-Jun-2021	DOBSON, QUENYA (R)	59.66
696493	30-Jun-2021	ELROD, SARAH (R)	53.30
696494	30-Jun-2021	ERIKSTRUP, FLEMMIMG (R)	59.86
696495	30-Jun-2021	HENDERSON, JOHN (R)	1,500.00
696496	30-Jun-2021	HOWELL, JOHN (R)	50.83
696497	30-Jun-2021	HOYT, KIRSTEN (R)	64.21
696498	30-Jun-2021	HUGHS, DIANNA (R)	274.93
696499	30-Jun-2021	IRWIN, ROBERT (R)	68.96
696500	30-Jun-2021	KAMERMAN, CASSIDY (R)	233.91
696501	30-Jun-2021	KELLOCK, DOUGLAS (R)	30.25
696502	30-Jun-2021	KHALAF, RAFAT (R)	16.45
696503	30-Jun-2021	LARIOS, ANDRES (R)	25.44
696504	30-Jun-2021	LAWRENCE, RONALD (R)	21.23
696505	30-Jun-2021	LIU, JIANGTAO (R)	63.18
696506	30-Jun-2021	LUQUE, SANDRA (R)	616.00
696507	30-Jun-2021	MACDONALD, DELANEY (R)	43.11
696508	30-Jun-2021	MONSEN, TYLER (R)	35.68
696509	30-Jun-2021	PETERSON, CARL (R)	8.10
696510	30-Jun-2021	POL, TIFFANY (R)	27.13
696511	30-Jun-2021	RAMIREZ, ADRIANA (R)	54.33
696512	30-Jun-2021	REIBERT, DYLAN (R)	41.46
696513	30-Jun-2021	SANDOLVAL, CARIZIA (R)	15.74
696514	30-Jun-2021	SHAFFER, ROLIN (R)	54.07
696515	30-Jun-2021	SHIPPEY, DAVID (R)	17.27
696516	30-Jun-2021	STORMENT, MATTHEW (R)	69.94
696517	30-Jun-2021	TANNER, TYLER (R)	86.65
696518	30-Jun-2021	TERACE, KERRY (R)	6.23
696519	30-Jun-2021	THOMAS, JOHN (R)	68.61
696520	30-Jun-2021	VALDERAMA, EDWIN (R)	69.22
696521	30-Jun-2021	WALKER, TRAVIS (R)	59.50
696522	30-Jun-2021	WHYBREW, NICOLETA (R)	1,700.00
696523	30-Jun-2021	ZIMMERMANN, AMY (R)	32.84
1071069	01-Apr-2021	CENTRAL ARIZONA PROJECT	26,871.00
1071070	01-Apr-2021	CONSULTANT ENGINEERING INC	730.00
1071071	01-Apr-2021	ARIZONA GLOVE & SAFETY	295.24
1071072	01-Apr-2021	ALL CITY TOWING	788.00
1071073	01-Apr-2021	DEVAU HUMAN RESOURCES	5,622.81
1071074	01-Apr-2021	ARIZONA EMERGENCY PRODUCTS	171.57
1071075	01-Apr-2021	BRENNTAG PACIFIC INC	10,086.47

1071076	01-Apr-2021	CH2M HILL INC	44,149.19
1071077	01-Apr-2021	DH PACE SYSTEMS INTEGRATION	868.41
1071078	01-Apr-2021	BRIGHTVIEW LANDSCAPE SERVICES, INC	108,771.30
1071079	01-Apr-2021	CHOICE MAINTENANCE AND ASPHALT SERVICES, LLC	17,550.00
1071080	01-Apr-2021	GONZALEZ, ALEX	4,167.00
1071081	01-Apr-2021	ARIZONA WATER WORKS SUPPLY	533.14
1071082	01-Apr-2021	BALAR EQUIPMENT CORPORATION	1,308.43
1071083	01-Apr-2021	BROWN AND CALDWELL	2,725.79
1071084	01-Apr-2021	ARTISTIC LAND MANAGEMENT INC	8,873.00
1071085	01-Apr-2021	ARIZONA PEST PREVENTION	45.00
1071086	01-Apr-2021	AZTEC ENGINEERING	1,947.50
1071087	01-Apr-2021	ANCON	725.33
1071088	01-Apr-2021	FOSTER ELECTRIC	32,406.92
1071089	01-Apr-2021	POLYDYNE, INC.	2,668.00
1071090	01-Apr-2021	KRONOS INCORPORATED	897.80
1071091	01-Apr-2021	MYTHICS INC	26,291.13
1071092	01-Apr-2021	GHASTER PAINTING & COATINGS INC	1,150.00
1071093	01-Apr-2021	EWING IRRIGATION	10,060.89
1071094	01-Apr-2021	LAW OFFICE OF LAURIE GROGAN	4,167.00
1071095	01-Apr-2021	PHOENIX PUMPS INC	24,550.50
1071096	01-Apr-2021	LAYNE CHRISTENSEN COMPANY	93,861.63
1071097	01-Apr-2021	PM PLUMBING & MECHANICAL INC	3,454.67
1071098	01-Apr-2021	IN-PIPE TECHNOLOGY	12,000.00
1071099	01-Apr-2021	WAXIE SANITARY SUPPLY	48,210.31
1071100	01-Apr-2021	LAW OFFICE OF JARED ALLEN, THE	4,167.00
1071101	01-Apr-2021	WESTERN ENVIRONMENTAL EQUIPMENT COMPANY	7,646.00
1071102	01-Apr-2021	VOSS LIGHTING	525.19
1071103	01-Apr-2021	UNIFIRST CORPORATION	994.94
1071104	01-Apr-2021	VULCAN MATERIALS COMPANY	1,501.57
1071105	01-Apr-2021	SPRINKLER WORLD OF AZ INC	557.03
1071106	01-Apr-2021	SUMMIT ELECTRIC SUPPLY	964.36
1071107	01-Apr-2021	TOWN OF GILBERT	137,687.36
1071108	01-Apr-2021	STOTZ EQUIPMENT	819.27
1071109	01-Apr-2021	SHANNON S MARTIN CO	2,043.55
1071110	01-Apr-2021	SPIKER SPORTS	598.00
1071111	01-Apr-2021	SYSTEMS ELECTRONIC GROUP	384.44
1071112	01-Apr-2021	TOPETE/STONEFIELD INC	464.39
1071113	01-Apr-2021	WIST OFFICE PRODUCTS COMPANY	610.98
1071114	01-Apr-2021	VALLEYWIDE GENERATOR SERVICE LLC	2,401.80
1071115	01-Apr-2021	SILVA LAW FIRM PC	4,167.00

1071116	01-Apr-2021	SIMON FAMILY ENTERPRISES INC	26,369.31
1071117	01-Apr-2021	SALT WORKS	3,350.35
1071118	01-Apr-2021	SAFEWAY SIGN COMPANY	0.00
1071119	06-Apr-2021	DUPAGE HOUSING AUTHORITY	1,376.74
1071120	06-Apr-2021	ORANGE COUNTY HOUSING AUTHORITY	3,228.48
1071121	06-Apr-2021	BANK OF AMERICA	742,311.75
1071122	08-Apr-2021	CDW GOVERNMENT INC	3,668.84
1071123	08-Apr-2021	BALAR EQUIPMENT CORPORATION	6,581.95
1071124	08-Apr-2021	BAVCO	871.20
1071125	08-Apr-2021	ARTISTIC LAND MANAGEMENT INC	15,242.66
1071126	08-Apr-2021	ARIZONA PEST PREVENTION	45.00
1071127	08-Apr-2021	AZTEC ENGINEERING	760.00
1071128	08-Apr-2021	COMMUNITY BRIDGES	33,630.75
1071129	08-Apr-2021	ARIZONA PET MORTUARY	1,160.00
1071130	08-Apr-2021	CHANDLER CULTURAL FOUNDATION	54.00
1071131	08-Apr-2021	CCS PRESENTATION SYSTEMS	4,043.94
1071132	08-Apr-2021	CENTRAL ARIZONA PROJECT	264,320.00
1071133	08-Apr-2021	ARIZONA GLOVE & SAFETY	461.79
1071134	08-Apr-2021	CATHOLIC CHARITIES COMMUNITY SERVICES INC	6,250.00
1071135	08-Apr-2021	ALL CITY TOWING	48.00
1071136	08-Apr-2021	DEVAU HUMAN RESOURCES	15,479.04
1071137	08-Apr-2021	BRENNTAG PACIFIC INC	25,750.37
1071138	08-Apr-2021	ABOUT CARE INC	17,000.00
1071139	08-Apr-2021	DYE CARBONIC	402.12
1071140	08-Apr-2021	CHANDLER FIREFIGHTER CHARITIES	7,528.00
1071141	08-Apr-2021	AZCEND	148,369.32
1071142	08-Apr-2021	AMERICAN TRAFFIC SOLUTIONS INC	24,920.00
1071143	08-Apr-2021	COMMONWEALTH AMMUNITION LLC	5,025.00
1071144	08-Apr-2021	CE WILSON CONSULTING, LLC	4,590.00
1071145	08-Apr-2021	ARIZONA'S BEST CHOICE PEST & TERMITE SERVICES	1,319.00
1071146	08-Apr-2021	AMERICAN TELEPHONE	4,128.00
1071147	08-Apr-2021	CENTURYLINK	2,964.59
1071148	08-Apr-2021	CENTURYLINK	32.27
1071149	08-Apr-2021	CENTURYLINK	3,386.56
1071150	08-Apr-2021	PRECISION ELECTRIC CO	494.35
1071151	08-Apr-2021	JAMES COOKE & HOBSON	60,574.00
1071152	08-Apr-2021	MARTIN, JEFFREY G	1,267.35
1071153	08-Apr-2021	JUSTIFACTS CREDENTIAL VERIFICATION, INC.	171.50
1071154	08-Apr-2021	EWING IRRIGATION	483.75
1071155	08-Apr-2021	ENTELLUS INC	7,919.89

1071156	08-Apr-2021	JACOBO LAW FIRM, PLLC	4,167.00
1071157	08-Apr-2021	PM PLUMBING & MECHANICAL INC	15,265.04
1071158	08-Apr-2021	LAW OFFICE OF LYNN R. AROUH	4,167.00
1071159	08-Apr-2021	HORIZON DISTRIBUTORS INC	338.85
1071160	08-Apr-2021	MECHANICAL PRODUCTS BAS INC	3,975.00
1071161	08-Apr-2021	KIMLEY-HORN AND ASSOCIATES	33,089.60
1071162	08-Apr-2021	JUST PLANT DESIGNERS INC	165.00
1071163	08-Apr-2021	EAST VALLEY JCC	31,556.25
1071164	08-Apr-2021	FANS ACROSS AMERICAN CHARITABLE FOUNDATION	7,375.00
1071165	08-Apr-2021	KRONOS INCORPORATED	68.58
1071166	08-Apr-2021	WASTE MANAGEMENT	31,221.52
1071167	08-Apr-2021	UNIFIRST CORPORATION	1,328.41
1071168	08-Apr-2021	SI SE PUEDE FOUNDATION	17,500.00
1071169	08-Apr-2021	SPRINKLER WORLD OF AZ INC	152.94
1071170	08-Apr-2021	RECREATION AND ATHLETICS FOR THE DISABLED	213.00
1071171	08-Apr-2021	VERIZON WIRELESS	120.03
1071172	08-Apr-2021	REDFLEX TRAFFIC SYSTEMS	69.20
1071173	08-Apr-2021	SHANNON S MARTIN CO	22,114.42
1071174	08-Apr-2021	STARKWEATHER ROOFING INC	680.00
1071175	08-Apr-2021	WIST OFFICE PRODUCTS COMPANY	910.22
1071176	08-Apr-2021	VALLEYWIDE GENERATOR SERVICE LLC	1,158.50
1071177	08-Apr-2021	AMERICAN TRAFFIC SOLUTIONS INC	34,437.97
1071178	08-Apr-2021	WAXIE SANITARY SUPPLY	8,734.00
1071179	09-Apr-2021	BARKDOLL PROPERTIES LLC	1,131.00
1071180	09-Apr-2021	MRGUDICH, JON A	690.00
1071181	09-Apr-2021	CHANDLER GARDENS	1,224.00
1071182	15-Apr-2021	A/B ACE HARDWARE	715.36
1071183	15-Apr-2021	CDW GOVERNMENT INC	33,157.73
1071184	15-Apr-2021	B & F CONTRACTING INC	380,955.63
1071185	15-Apr-2021	BROWN AND CALDWELL	1,629.50
1071186	15-Apr-2021	ARTISTIC LAND MANAGEMENT INC	6,244.23
1071187	15-Apr-2021	ARIZONA PEST PREVENTION	135.00
1071188	15-Apr-2021	AZTEC ENGINEERING	762.50
1071189	15-Apr-2021	ANCON	3,428.79
1071190	15-Apr-2021	CEM-TEC CORPORATION	436.57
1071191	15-Apr-2021	DOWNTOWN CHANDLER COMM PARTNERSHIP, INC.	2,000.00
1071192	15-Apr-2021	CONSULTANT ENGINEERING INC	86,690.34
1071193	15-Apr-2021	ARIZONA GLOVE & SAFETY	53.35
1071194	15-Apr-2021	ALL CITY TOWING	48.00
1071195	15-Apr-2021	DEVAU HUMAN RESOURCES	3,298.58

1071196	15-Apr-2021	DENNIS L LOPEZ & ASSOCIATES LLC	13,750.00
1071197	15-Apr-2021	BRENNTAG PACIFIC INC	5,307.59
1071198	15-Apr-2021	BSN SPORTS INC	8,775.84
1071199	15-Apr-2021	DYE CARBONIC	1,976.01
1071200	15-Apr-2021	CH2M HILL INC	14,056.87
1071201	15-Apr-2021	ARIZONA FURNISHINGS	4,583.92
1071202	15-Apr-2021	CE WILSON CONSULTING, LLC	5,730.00
1071203	15-Apr-2021	BROWN WHOLESALE ELECTRIC	17,017.62
1071204	15-Apr-2021	BRIGHTVIEW LANDSCAPE SERVICES, INC	22,826.56
1071205	15-Apr-2021	ARIZONA'S BEST CHOICE PEST & TERMITE SERVICES	379.00
1071206	15-Apr-2021	DELTA DENTAL PLAN OF ARIZONA INC	186,929.94
1071207	15-Apr-2021	VISION SERVICE PLAN OF ARIZONA	24,276.66
1071208	15-Apr-2021	VISION SERVICE PLAN OF ARIZONA	4,673.36
1071209	15-Apr-2021	VISION SERVICE PLAN OF ARIZONA	68.94
1071210	15-Apr-2021	ANTHEM LIFE INSURANCE COMPANY	11,894.97
1071211	15-Apr-2021	VOYA FINANCIAL	74,096.74
1071212	15-Apr-2021	TRISTAR ICS, INC	5,761.56
1071213	15-Apr-2021	FLEXIBLE BENEFIT ADMINISTRATORS INC	950.62
1071214	15-Apr-2021	IMPROVING CHANDLER AREA NEIGHBORHOODS	17,199.00
1071215	15-Apr-2021	HORIZON DISTRIBUTORS INC	385.94
1071216	15-Apr-2021	NUTRIEN AG SOLUTIONS, INC	6,166.16
1071217	15-Apr-2021	LTI INC	308.00
1071218	15-Apr-2021	FOSTER ELECTRIC	2,305.20
1071219	15-Apr-2021	SMITH, MICHAEL J	4,167.00
1071220	15-Apr-2021	PULICE CONSTRUCTION INC	746,072.34
1071221	15-Apr-2021	NEIGHBORS WHO CARE	8,000.00
1071222	15-Apr-2021	KIMLEY-HORN AND ASSOCIATES	89,706.62
1071223	15-Apr-2021	POLYDYNE, INC.	4,962.00
1071224	15-Apr-2021	MEDTOX LABORATORIES INC.	172.90
1071225	15-Apr-2021	EWING IRRIGATION	2,420.64
1071226	15-Apr-2021	PHOENIX PUMPS INC	367.20
1071227	15-Apr-2021	PM PLUMBING & MECHANICAL INC	7,871.29
1071228	15-Apr-2021	SAVE THE FAMILY FOUNDATION OF ARIZONA	90,362.97
1071229	15-Apr-2021	VOSS LIGHTING	3,232.98
1071230	15-Apr-2021	SANDERSON FORD	27,575.93
1071231	15-Apr-2021	RESURRECTION STREET MINISTRY INC	12,187.50
1071232	15-Apr-2021	UNIFIRST CORPORATION	167.94
1071233	15-Apr-2021	VULCAN MATERIALS COMPANY	1,340.11
1071234	15-Apr-2021	SI SE PUEDE FOUNDATION	40,000.00
1071235	15-Apr-2021	SPRINKLER WORLD OF AZ INC	1,079.21

1071236	15-Apr-2021	SUMMIT ELECTRIC SUPPLY	153.86
1071237	15-Apr-2021	TRISTAR ENGINEERING AND MANAGEMENT INC	1,180.68
1071238	15-Apr-2021	UNIVERSAL FIELD SERVICES INC	2,908.46
1071239	15-Apr-2021	SUPREME OIL CO	12,813.58
1071240	15-Apr-2021	VERIZON WIRELESS	655.37
1071241	15-Apr-2021	RITOCH-POWELL & ASSOCIATES	137,892.64
1071242	15-Apr-2021	SDB INC	32,859.08
1071243	15-Apr-2021	WIST OFFICE PRODUCTS COMPANY	280.23
1071244	15-Apr-2021	V & V MANUFACTURING INC	106.95
1071245	15-Apr-2021	WONDERWARE WEST	43,720.35
1071246	15-Apr-2021	WAXIE SANITARY SUPPLY	10,809.76
1071247	15-Apr-2021	UNITED FIBERS LLC	75,513.00
1071248	15-Apr-2021	REGIONAL PUBLIC TRANS AUTHORITY-VALLEY METRO	89,508.42
1071249	19-Apr-2021	I & PSSG LLC	286.00
1071250	19-Apr-2021	HENES, HAIDY	400.00
1071251	22-Apr-2021	ARIZONA WATER WORKS SUPPLY	718.65
1071252	22-Apr-2021	BROWN AND CALDWELL	1,331.00
1071253	22-Apr-2021	CHANDLER GILBERT ARC	10,000.00
1071254	22-Apr-2021	CITY WIDE PEST CONTROL INC	130.00
1071255	22-Apr-2021	CONSULTANT ENGINEERING INC	855.00
1071256	22-Apr-2021	ARIZONA GLOVE & SAFETY	410.70
1071257	22-Apr-2021	ALL CITY TOWING	1,025.00
1071258	22-Apr-2021	DEVAU HUMAN RESOURCES	12,283.15
1071259	22-Apr-2021	BRENNTAG PACIFIC INC	17,387.62
1071260	22-Apr-2021	AZCEND	158,504.52
1071261	22-Apr-2021	AJP ELECTRIC INC	469,855.37
1071262	22-Apr-2021	DT CHANDLER LLC	29,048.97
1071263	22-Apr-2021	ARIZONA'S BEST CHOICE PEST & TERMITE SERVICES	69.00
1071264	22-Apr-2021	ASR CONSTRUCTION GROUP LLC	4,962.42
1071265	22-Apr-2021	CENTURYLINK	12.45
1071266	22-Apr-2021	ESRI INC	161,700.00
1071267	22-Apr-2021	KIMLEY-HORN AND ASSOCIATES	2,122.00
1071268	22-Apr-2021	ONE SMALL STEP INC	9,100.00
1071269	22-Apr-2021	KRONOS INCORPORATED	591.81
1071270	22-Apr-2021	MARTIN, JEFFREY G	1,656.65
1071271	22-Apr-2021	MYTHICS INC	77,783.22
1071272	22-Apr-2021	EWING IRRIGATION	38.15
1071273	22-Apr-2021	PHOENIX PUMPS INC	1,330.35
1071274	22-Apr-2021	PM PLUMBING & MECHANICAL INC	3,620.68
1071275	22-Apr-2021	SANDERSON FORD	43,750.03

1071276	22-Apr-2021	UNIFIRST CORPORATION	1,414.70
1071277	22-Apr-2021	ARIZONA REPUBLIC, THE	3,275.03
1071278	22-Apr-2021	WEBER WATER RESOURCES LLC	126,883.65
1071279	22-Apr-2021	SUNLAND, INC	1,133,131.94
1071280	22-Apr-2021	Y S MANTRI & ASSOCIATES, LLC	5,649.04
1071281	22-Apr-2021	TOWN OF GILBERT	13,425.11
1071282	22-Apr-2021	STOTZ EQUIPMENT	471.69
1071283	22-Apr-2021	VERIZON WIRELESS	9,443.52
1071284	22-Apr-2021	SHANNON S MARTIN CO	20,540.46
1071285	22-Apr-2021	SPIKER SPORTS	1,184.00
1071286	22-Apr-2021	STARKWEATHER ROOFING INC	522.30
1071287	22-Apr-2021	SDB INC	2,756.00
1071288	22-Apr-2021	VALLEYWIDE GENERATOR SERVICE LLC	5,755.76
1071289	22-Apr-2021	THE FISHEL COMPANY	432,025.70
1071290	22-Apr-2021	SIMON FAMILY ENTERPRISES INC	4,115.71
1071291	22-Apr-2021	REDDI SERVICES	230.00
1071292	22-Apr-2021	WAXIE SANITARY SUPPLY	2,434.26
1071293	22-Apr-2021	SEGAL COMPANY, THE	14,218.75
1071294	22-Apr-2021	WASTE MANAGEMENT	986,815.19
1071295	27-Apr-2021	CABRERA, TERESA	1,650.00
1071296	27-Apr-2021	WUZ 66 RENTAL LLC	1,138.00
1071297	27-Apr-2021	LUEDY, IRINA	1,303.00
1071298	27-Apr-2021	TRINH, KY Q	1,264.00
1071299	27-Apr-2021	BIG STAR PROPERTIES, LLC	7,048.00
1071300	27-Apr-2021	BROADWAY ROAD PROPERTY LLC	880.00
1071301	27-Apr-2021	MORTENSEN, GLORIA J	1,100.00
1071302	27-Apr-2021	THY LLC	956.00
1071303	27-Apr-2021	BMF IV AZ LAGUNA VILLAGE LLC	9,897.00
1071304	27-Apr-2021	MASHAYEKHI, MITRA	1,600.00
1071305	27-Apr-2021	GET MULTIFAMILY	985.00
1071306	27-Apr-2021	NPTL 4 LLC	1,380.00
1071307	27-Apr-2021	P.J HUSSEY & ASSOCIATES INC	495.00
1071308	27-Apr-2021	HARTFORD APARTMENTS	4,023.00
1071309	27-Apr-2021	REAL T MANAGEMENT	1,264.00
1071310	27-Apr-2021	BECKMAN, KRISTI M	1,551.00
1071311	27-Apr-2021	JONOVICH, KATINA	1,103.00
1071312	27-Apr-2021	RJ TORRANCE LLC	168.00
1071313	27-Apr-2021	COANNAH REALTY LLC	1,371.00
1071314	27-Apr-2021	AZ REALTY PROPERTY HOLDINGS, LLC	7,927.00
1071315	27-Apr-2021	GO GET IT INVESTMENTS LLC	915.00

1071316	27-Apr-2021	CITY PROPERTY MANAGEMENT COMPANY	575.00
1071317	27-Apr-2021	NINEVEH PROPERTIES LLC	1,549.00
1071318	27-Apr-2021	HENES, HAIDY	1,200.00
1071319	27-Apr-2021	SHAO, LAN	3,086.00
1071320	27-Apr-2021	BOSCHEE, CHARLES L	655.00
1071321	27-Apr-2021	BURTON, DOUGLAS J	1,165.00
1071322	27-Apr-2021	YIN, WENBI	1,619.00
1071323	27-Apr-2021	847 RAY LLC	6,487.00
1071324	27-Apr-2021	AZURE SEA LANE LLC	2,480.00
1071325	27-Apr-2021	SFR 2012-1 US WEST LLC	3,452.00
1071326	27-Apr-2021	MAYPER, CHAD	736.00
1071327	27-Apr-2021	N/A TOWN SQUARE-65 LP	957.00
1071328	27-Apr-2021	NGUYEN, CALVIN	574.00
1071329	27-Apr-2021	330 N COMANCHE LLC	3,486.00
1071330	27-Apr-2021	LEWERRIT LLC	1,550.00
1071331	27-Apr-2021	1125 CALIFORNIA LLC	1,820.00
1071332	27-Apr-2021	WEINBERG, JAMES M	1,490.00
1071333	27-Apr-2021	JAIN, VIKAS	814.00
1071334	27-Apr-2021	BLATO PROPERTY MANAGEMENT LLC	913.00
1071335	27-Apr-2021	TREVNIC HOLDINGS, INC	934.00
1071336	27-Apr-2021	DALA GROUP, LLC	1,162.00
1071337	27-Apr-2021	SEVEN STRONG ENTERPRISES, LLC	932.00
1071338	27-Apr-2021	MAAG, BLANCA RIVERA	1,036.00
1071339	27-Apr-2021	AZ HOME FOR US	1,021.00
1071340	27-Apr-2021	LEE, KEVIN	1,559.00
1071341	27-Apr-2021	YASSIR, YOUSEF	1,953.00
1071342	27-Apr-2021	LAROUSSI, REDOUANE	372.00
1071343	27-Apr-2021	HERNANDEZ, ERIBERTO	995.00
1071344	27-Apr-2021	ANDERSON DUNIGAN EAST VALLEY PM LLC	1,308.00
1071345	27-Apr-2021	STRATEGIC CAPITAL ALLIANCE LTD PARTNERSHIP	12,582.00
1071346	27-Apr-2021	CHANDLER GARDENS	19,312.00
1071347	27-Apr-2021	WL INVESTMENT LLC	1,324.00
1071348	27-Apr-2021	BRAVO, DEBORAH LYNN	778.00
1071349	27-Apr-2021	THOMASIAN, BIKI	772.00
1071350	27-Apr-2021	SHAHIN, GABRIEL	1,420.00
1071351	27-Apr-2021	O'DONNELL, MELISSA	1,264.00
1071352	27-Apr-2021	INVESTAR REAL ESTATE SPECIALISTS LLC	890.00
1071353	27-Apr-2021	GOLD COAST REALTY	916.00
1071354	27-Apr-2021	ARIZONA HOMES PLUS	1,510.00
1071355	27-Apr-2021	I & PSSG LLC	1,050.00

1071356	27-Apr-2021	WATTS, ELSKA M.	475.00
1071357	27-Apr-2021	NGUYEN, HONG	1,142.00
1071358	27-Apr-2021	FRESNO INVESTMENTS	1,301.00
1071359	27-Apr-2021	WONG, CHRISTOPHER DINH	875.00
1071360	27-Apr-2021	LIN, RONG CHUN	2,724.00
1071361	27-Apr-2021	BURCH, CHRISTOPHER	1,010.00
1071362	27-Apr-2021	PASQUALINA VITIRITTI TRUSTEE	512.00
1071363	27-Apr-2021	PERSONAL REAL ESTATE SERVICES LLC	499.00
1071364	27-Apr-2021	GILBERT, THURMAN	1,921.00
1071365	27-Apr-2021	CRUZ, JUAN	497.00
1071366	27-Apr-2021	HADEED, JAMES	1,030.00
1071367	27-Apr-2021	LETS REED LLC	498.00
1071368	27-Apr-2021	VIRDEE, ARVINDER S	1,273.00
1071369	27-Apr-2021	MCNELLIS, JOHN	888.00
1071370	27-Apr-2021	GILBERT, JUSTIN	438.00
1071371	27-Apr-2021	NJOROGE, ELIZABETH	947.00
1071372	27-Apr-2021	WU, SUYUAN LIN	3,092.00
1071373	27-Apr-2021	BARKDOLL PROPERTIES LLC	10,561.00
1071374	27-Apr-2021	GARCIA, CRISTINA	590.00
1071375	27-Apr-2021	ARIZONA LIVING PROPERTY MANAGEMENT, INC	1,366.00
1071376	27-Apr-2021	MRGUDICH, JON A	796.00
1071377	27-Apr-2021	JDC INVESTMENTS LLC	965.00
1071378	27-Apr-2021	NGUY CONCEPT LLC	1,806.00
1071379	27-Apr-2021	LE, THUC	1,400.00
1071380	27-Apr-2021	S J FOWLER REAL ESTATE INC	710.00
1071381	27-Apr-2021	HADAWAY, MICHELLE VIVIANNE	974.00
1071382	27-Apr-2021	AUSTIN FLECK PROPERTY MANAGEMENT LLC	951.00
1071383	27-Apr-2021	JONES, PATRICIA A.	1,080.00
1071384	27-Apr-2021	MCKINDLES, JOHN	1,209.00
1071385	27-Apr-2021	LUNDIN, ANDREY	776.00
1071386	27-Apr-2021	KHILLAN, RAJNEEK	1,120.00
1071387	27-Apr-2021	RRC INVESTMENTS LLC	1,071.00
1071388	27-Apr-2021	EPICENTER HOLDINGS LLC	718.00
1071389	27-Apr-2021	OKATI LLC	1,249.00
1071390	27-Apr-2021	WANG, XIAOGANG	982.00
1071391	27-Apr-2021	TALAI, FRANCESCO	297.00
1071392	27-Apr-2021	SLABAUGH, INGRID	1,061.00
1071393	27-Apr-2021	SURCHIK, EDWARD	967.00
1071394	27-Apr-2021	EKSS LLC	1,578.00
1071395	27-Apr-2021	LEE, LARRY	1,240.00

1071396	27-Apr-2021	XIAO, HONG MEI	1,480.00
1071397	27-Apr-2021	AHN, SUNGIL	1,524.00
1071398	27-Apr-2021	ZHANG, QISHENG	1,189.00
1071399	27-Apr-2021	GUERRERO, ROSE	4,676.00
1071400	27-Apr-2021	ZHANG, JUNLI	1,430.00
1071401	27-Apr-2021	CANO-CARRILLO, GRICELDA	561.00
1071402	27-Apr-2021	GOSKONDA, VENKATESHWAR	289.00
1071403	27-Apr-2021	TAM, VIVIAN	761.00
1071404	27-Apr-2021	MCLOONE, AMANDA	1,512.00
1071405	27-Apr-2021	GENTILE, JAMES	1,504.00
1071406	27-Apr-2021	GUERRERO, LAURIE	1,370.00
1071407	27-Apr-2021	MILLER, JEFFERY ROBERT	1,600.00
1071408	27-Apr-2021	ABDELKARIM, RABAH	1,174.00
1071409	27-Apr-2021	BURNHAM, TIMOTHY	1,477.00
1071410	27-Apr-2021	SARVI, MICHAEL	1,111.00
1071411	27-Apr-2021	SALZMAN, BART	775.00
1071412	27-Apr-2021	AVA HOLDINGS LLC	512.00
1071413	27-Apr-2021	LARSEN DEVELOPMENT LLC	951.00
1071414	27-Apr-2021	FOCUS LLC	3,499.00
1071415	27-Apr-2021	FENG, WINNIE	1,565.00
1071416	27-Apr-2021	CX RENTALS LLC	605.00
1071417	27-Apr-2021	GJONZENELI, MURAT	3,868.00
1071418	27-Apr-2021	VAKKALANKA, SURYANARAYANA	713.00
1071419	27-Apr-2021	SJ PROPERTIES LLC	2,231.00
1071420	27-Apr-2021	HYF INVESTCO, LLC	963.00
1071421	27-Apr-2021	HANDZEL, SHARON C	1,003.00
1071422	27-Apr-2021	PASHAPOUR NIKU, MAZIAR	1,625.00
1071423	27-Apr-2021	AQUINO, MIRA-FLOR T	934.00
1071424	27-Apr-2021	DESERT WIND PROPERTY MANAGEMENT & REAL ESTATE LLC	347.00
1071425	27-Apr-2021	SWH 2017-1 BORROWER, LP	2,802.00
1071426	27-Apr-2021	KATZ, JENNIFER ANN	759.00
1071427	27-Apr-2021	SANTOS, AGNES	660.00
1071428	27-Apr-2021	NGUY HUANG LLC	1,106.00
1071429	27-Apr-2021	JJBMC PROPERTIES LLC	3,939.00
1071430	27-Apr-2021	LAM, CHI MING	1,400.00
1071431	27-Apr-2021	SALEH, ZIAD	1,430.00
1071432	27-Apr-2021	SKOGLUND, NANCY B	1,450.00
1071433	27-Apr-2021	ARIZONA ELITE PROPERTIES	1,625.00
1071434	27-Apr-2021	MCKINLEY, ROSS HARRISON	399.00
1071435	27-Apr-2021	KRUY IN, BUN	865.00

1071436	27-Apr-2021	AILEEN CHU HOLDINGS LLC	1,675.00
1071437	27-Apr-2021	WOODS, KAY	1,170.00
1071438	27-Apr-2021	2ND ST INVESTMENTS	864.00
1071439	27-Apr-2021	EDB ENTERPRISE LLC	1,031.00
1071440	27-Apr-2021	POUCHKAREV, ANDREI	1,395.00
1071441	27-Apr-2021	CHANDLER PROPERTY DEVELOPMENT ASSOCIATES LTD PTR (231-1)	27,810.00
1071442	27-Apr-2021	KIANPOUR, FARAMARZ	516.00
1071443	27-Apr-2021	RODRIGUEZ-MESA, IVAN	1,690.00
1071444	27-Apr-2021	KHATRI, SHAH	6,839.00
1071445	27-Apr-2021	ARM OF SAVE THE FAMILY FOUNDATION OF ARIZONA	371.00
1071446	27-Apr-2021	GORE, VIPUL	773.00
1071447	27-Apr-2021	LE, KIEU	1,103.00
1071448	27-Apr-2021	PRICE, MI-SIM	960.00
1071449	27-Apr-2021	GREBE, ROLANDO	919.00
1071450	27-Apr-2021	HOANG, BUUCHAU QUOC	1,695.00
1071451	27-Apr-2021	COSTALES, ABEL	577.00
1071452	27-Apr-2021	CARPENTER, SONJA G	903.00
1071453	27-Apr-2021	HALL, ERIC	856.00
1071454	27-Apr-2021	SINGH, REENA	1,484.00
1071455	27-Apr-2021	SUNSHINE REALTY LLC	801.00
1071456	27-Apr-2021	NGUYEN, NGOC	2,266.00
1071457	27-Apr-2021	XIA, JINGNA	779.00
1071458	27-Apr-2021	XIE, YUN	2,773.00
1071459	27-Apr-2021	MAKEY, JAMES	805.00
1071460	27-Apr-2021	GOVINDARAJAN, OMKAR	827.00
1071461	27-Apr-2021	OARE, ELIZABETH	755.00
1071462	29-Apr-2021	ARIZONA GLOVE & SAFETY	27.24
1071463	29-Apr-2021	ALL CITY TOWING	181.00
1071464	29-Apr-2021	DEVAU HUMAN RESOURCES	12,545.07
1071465	29-Apr-2021	ARIZONA EMERGENCY PRODUCTS	106.02
1071466	29-Apr-2021	GONZALEZ, ALEX	4,167.00
1071467	29-Apr-2021	BRENNTAG PACIFIC INC	46,811.45
1071468	29-Apr-2021	DYE CARBONIC	1,531.82
1071469	29-Apr-2021	DNG CONSTRUCTION LLC	270,293.81
1071470	29-Apr-2021	ARIZONA PNEUMATIC SYSTEMS INC	11,490.00
1071471	29-Apr-2021	BROWN WHOLESALE ELECTRIC	13,879.08
1071472	29-Apr-2021	BRIGHTVIEW LANDSCAPE SERVICES, INC	32,640.00
1071473	29-Apr-2021	ARIZONA'S BEST CHOICE PEST & TERMITE SERVICES	13.00
1071474	29-Apr-2021	CHOICE MAINTENANCE AND ASPHALT SERVICES, LLC	94,273.50
1071475	29-Apr-2021	ARTHUR J GALLAGHER RISK MANAGEMENT SERVICES INC	30.00

1071476	29-Apr-2021	CURTIS BLUE LINE	9,701.08
1071477	29-Apr-2021	ANCON	3,099.16
1071478	29-Apr-2021	CENTRAL ARIZONA PROJECT	264,320.00
1071479	29-Apr-2021	ALL THE KING'S FLAGS	208.34
1071480	29-Apr-2021	A/B ACE HARDWARE	551.97
1071481	29-Apr-2021	ARIZONA WATER WORKS SUPPLY	232.20
1071482	29-Apr-2021	BALAR EQUIPMENT CORPORATION	46.36
1071483	29-Apr-2021	ARIZONA PEST PREVENTION	205.00
1071484	29-Apr-2021	LAW OFFICE OF LAURIE GROGAN	4,167.00
1071485	29-Apr-2021	ENTELLUS INC	23,300.69
1071486	29-Apr-2021	HENDERSON BELTWAY, LLC	5,933.30
1071487	29-Apr-2021	LAYNE CHRISTENSEN COMPANY	7,376.50
1071488	29-Apr-2021	JACOBO LAW FIRM, PLLC	4,167.00
1071489	29-Apr-2021	THE LAW OFFICE OF JARED ALLEN PLLC	4,167.00
1071490	29-Apr-2021	PM PLUMBING & MECHANICAL INC	1,323.73
1071491	29-Apr-2021	IN-PIPE TECHNOLOGY	12,000.00
1071492	29-Apr-2021	HORIZON DISTRIBUTORS INC	330.67
1071493	29-Apr-2021	FISHER SCIENTIFIC CO LLC	4,642.95
1071494	29-Apr-2021	FOSTER ELECTRIC	7,178.78
1071495	29-Apr-2021	SMITH, MICHAEL J	4,167.00
1071496	29-Apr-2021	H&E EQUIPMENT SERVICES INC	261.72
1071497	29-Apr-2021	POLYDYNE, INC.	8,860.00
1071498	29-Apr-2021	GHASTER PAINTING & COATINGS INC	6,000.00
1071499	29-Apr-2021	SAVE THE FAMILY FOUNDATION OF ARIZONA	11,919.63
1071500	29-Apr-2021	WASTE MANAGEMENT	40,803.64
1071501	29-Apr-2021	UNIFIRST CORPORATION	2,064.52
1071502	29-Apr-2021	SPRINKLER WORLD OF AZ INC	765.96
1071503	29-Apr-2021	SUMMIT ELECTRIC SUPPLY	1,753.82
1071504	29-Apr-2021	STOTZ EQUIPMENT	660.71
1071505	29-Apr-2021	VERIZON WIRELESS	120.03
1071506	29-Apr-2021	SHANNON S MARTIN CO	1,741.66
1071507	29-Apr-2021	STARKWEATHER ROOFING INC	10,117.00
1071508	29-Apr-2021	VALLEYWIDE GENERATOR SERVICE LLC	4,614.10
1071509	29-Apr-2021	SIERRA TRANSPORTATION & TECHNOLOGIES LLC	9,782.86
1071510	29-Apr-2021	SILVA LAW FIRM PC	4,167.00
1071511	29-Apr-2021	SALT WORKS	2,768.32
1071512	29-Apr-2021	WAXIE SANITARY SUPPLY	5,894.18
1071513	29-Apr-2021	UNITED STATES POSTAL SERVICES	100,000.00
1071514	29-Apr-2021	NORTHSTAR COMMUNICATIONS INC	0.00
1071515	30-Apr-2021	BIG STAR PROPERTIES, LLC	1,687.00

1071516	30-Apr-2021	RAY ROAD PROPERTY LLC	711.00
1071517	05-May-2021	AZ REALTY PROPERTY HOLDINGS, LLC	289.00
1071518	05-May-2021	ORANGE COUNTY HOUSING AUTHORITY	3,297.76
1071519	05-May-2021	DUPAGE HOUSING AUTHORITY	1,378.88
1071520	06-May-2021	ALL CITY TOWING	12.00
1071521	06-May-2021	ARIZONA GLOVE & SAFETY	1,494.59
1071522	06-May-2021	DOWNTOWN CHANDLER COMM PARTNERSHIP, INC.	200.00
1071523	06-May-2021	BALAR EQUIPMENT CORPORATION	704.76
1071524	06-May-2021	ARIZONA WATER WORKS SUPPLY	1,871.08
1071525	06-May-2021	A/B ACE HARDWARE	4,227.49
1071526	06-May-2021	CHRISTMAS LIGHT DECORATORS	1,120.00
1071527	06-May-2021	CENTRAL ARIZONA PROJECT	232,120.00
1071528	06-May-2021	BOYS & GIRLS CLUB OF THE EAST VALLEY	10,569.46
1071529	06-May-2021	CHOICE MAINTENANCE AND ASPHALT SERVICES, LLC	9,175.00
1071530	06-May-2021	ARIZONA'S BEST CHOICE PEST & TERMITE SERVICES	13.00
1071531	06-May-2021	BRIGHTVIEW LANDSCAPE SERVICES, INC	168,281.50
1071532	06-May-2021	BROWN WHOLESALE ELECTRIC	5,852.56
1071533	06-May-2021	CE WILSON CONSULTING, LLC	4,920.00
1071534	06-May-2021	DH PACE SYSTEMS INTEGRATION	293.51
1071535	06-May-2021	BIBLIOTHECA LLC	4,000.00
1071536	06-May-2021	DYE CARBONIC	288.23
1071537	06-May-2021	BSN SPORTS INC	1,952.96
1071538	06-May-2021	DEVAU HUMAN RESOURCES	2,383.70
1071539	06-May-2021	PM PLUMBING & MECHANICAL INC	229.00
1071540	06-May-2021	EWING IRRIGATION	94,356.12
1071541	06-May-2021	JUSTIFACTS CREDENTIAL VERIFICATION, INC.	239.25
1071542	06-May-2021	LAMBTECH INC	1,050.00
1071543	06-May-2021	MYTHICS INC	5,469.78
1071544	06-May-2021	MARTIN, JEFFREY G	2,570.40
1071545	06-May-2021	JAMES COOKE & HOBSON	37,899.23
1071546	06-May-2021	PRECISION ELECTRIC CO	266.01
1071547	06-May-2021	JUST PLANT DESIGNERS INC	165.00
1071548	06-May-2021	POLYDYNE, INC.	9,936.00
1071549	06-May-2021	H&E EQUIPMENT SERVICES INC	868.80
1071550	06-May-2021	KIMLEY-HORN AND ASSOCIATES	51,376.20
1071551	06-May-2021	J2 ENGINEERING	33,611.83
1071552	06-May-2021	MECHANICAL PRODUCTS BAS INC	52,499.99
1071553	06-May-2021	FOSTER ELECTRIC	238.00
1071554	06-May-2021	REGIONAL PUBLIC TRANS AUTHORITY-VALLEY METRO	89,508.42
1071555	06-May-2021	WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC	878.22

1071556	06-May-2021	STANTEC CONSULTING SERVICES INC	1,350.00
1071557	06-May-2021	WAXIE SANITARY SUPPLY	8,364.97
1071558	06-May-2021	SHI INTERNATIONAL CORP	213,797.37
1071559	06-May-2021	VALLEYWIDE GENERATOR SERVICE LLC	247.50
1071560	06-May-2021	TOPETE/STONEFIELD INC	306.90
1071561	06-May-2021	RITOCH-POWELL & ASSOCIATES	3,000.00
1071562	06-May-2021	SPRINKLER WORLD OF AZ INC	2,171.86
1071563	06-May-2021	UNIFIRST CORPORATION	939.79
1071564	06-May-2021	VERTEX INC	12,704.20
1071565	06-May-2021	SANDERSON FORD	39,274.41
1071566	06-May-2021	VOSS LIGHTING	1,590.94
1071567	12-May-2021	AZTEC ENGINEERING	7,647.50
1071568	12-May-2021	ARTISTIC LAND MANAGEMENT INC	3,602.66
1071569	12-May-2021	AMERICAN TELEPHONE	4,128.00
1071570	12-May-2021	DELTA DENTAL PLAN OF ARIZONA INC	127,677.65
1071571	12-May-2021	ARIZONA'S BEST CHOICE PEST & TERMITE SERVICES	167.00
1071572	12-May-2021	BRIGHTVIEW LANDSCAPE SERVICES, INC	32,889.80
1071573	12-May-2021	VOYA FINANCIAL	74,644.08
1071574	12-May-2021	DYE CARBONIC	825.40
1071575	12-May-2021	TRISTAR ICS, INC	5,812.10
1071576	12-May-2021	CENTURYLINK	3,386.56
1071577	12-May-2021	ANTHEM LIFE INSURANCE COMPANY	11,859.94
1071578	12-May-2021	VISION SERVICE PLAN OF ARIZONA	4,763.02
1071579	12-May-2021	VISION SERVICE PLAN OF ARIZONA	24,313.90
1071580	12-May-2021	VISION SERVICE PLAN OF ARIZONA	45.36
1071581	12-May-2021	BRENNTAG PACIFIC INC	29,707.52
1071582	12-May-2021	BLACK & VEATCH	31,435.00
1071583	12-May-2021	DEVAU HUMAN RESOURCES	13,688.03
1071584	12-May-2021	ARIZONA GLOVE & SAFETY	316.73
1071585	12-May-2021	CONSULTANT ENGINEERING INC	42,636.60
1071586	12-May-2021	ARIZONA PET MORTUARY	957.00
1071587	12-May-2021	FLEXIBLE BENEFIT ADMINISTRATORS INC	959.56
1071588	12-May-2021	NORTHSTAR COMMUNICATIONS INC	45,080.00
1071589	12-May-2021	LAW OFFICE OF LYNN R. AROUH	4,167.00
1071590	12-May-2021	PM PLUMBING & MECHANICAL INC	5,361.54
1071591	12-May-2021	PIONEER LANDSCAPE CENTERS	14,444.22
1071592	12-May-2021	PHOENIX PUMPS INC	360.03
1071593	12-May-2021	MYTHICS INC	4,222.74
1071594	12-May-2021	NEUDESIC LLC	123,000.00
1071595	12-May-2021	JAMES COOKE & HOBSON	788.31

1071596	12-May-2021	KRONOS INCORPORATED	1,246.09
1071597	12-May-2021	LCPTRACKER INC	10,000.00
1071598	12-May-2021	NESBITT CONTRACTING COMPANY INC	41,985.00
1071599	12-May-2021	NICKLE CONTRACTING LLC	105,858.00
1071600	12-May-2021	UNITED FIBERS LLC	66,335.00
1071601	12-May-2021	WAXIE SANITARY SUPPLY	3,150.30
1071602	12-May-2021	AMERICAN TRAFFIC SOLUTIONS INC	27,152.65
1071603	12-May-2021	SHI INTERNATIONAL CORP	62,765.90
1071604	12-May-2021	VALLEYWIDE GENERATOR SERVICE LLC	720.00
1071605	12-May-2021	WIST OFFICE PRODUCTS COMPANY	307.69
1071606	12-May-2021	TOPETE/STONEFIELD INC	234.30
1071607	12-May-2021	SDB INC	45,177.76
1071608	12-May-2021	SPIKER SPORTS	1,368.00
1071609	12-May-2021	REDFLEX TRAFFIC SYSTEMS	82.57
1071610	12-May-2021	RITOCH-POWELL & ASSOCIATES	132,835.49
1071611	12-May-2021	VERIZON WIRELESS	3,238.61
1071612	12-May-2021	SUPREME OIL CO	7,963.49
1071613	12-May-2021	UNIVERSAL FIELD SERVICES INC	730.01
1071614	12-May-2021	SPRINKLER WORLD OF AZ INC	472.25
1071615	12-May-2021	VULCAN MATERIALS COMPANY	1,544.60
1071616	12-May-2021	UNIFIRST CORPORATION	847.74
1071617	12-May-2021	WRIGHT ENGINEERING CORP.	1,340.00
1071618	12-May-2021	WASTE MANAGEMENT	9.63
1071619	12-May-2021	VOSS LIGHTING	3,192.84
1071620	12-May-2021	1112 NORTH CALIFORNIA STREET PROPERTY LLC	0.00
1071621	12-May-2021	1GPA	0.00
1071622	12-May-2021	JARVIS ART STUDIO, INC	0.00
1071623	12-May-2021	BIG STAR PROPERTIES, LLC	683.00
1071624	12-May-2021	CHANDLER GARDENS	1,005.00
1071625	12-May-2021	GILBERT, THURMAN	1,522.00
1071626	18-May-2021	ARIZONA COMMUNITY FOUNDATION	90,354.80
1071627	18-May-2021	BANK OF AMERICA	904,688.83
1071628	20-May-2021	A/B ACE HARDWARE	1,031.74
1071629	20-May-2021	A NEW LEAF	270.00
1071630	20-May-2021	BROWN AND CALDWELL	3,413.50
1071631	20-May-2021	ARTISTIC LAND MANAGEMENT INC	3,425.00
1071632	20-May-2021	ASCENT AVIATION GROUP INC	28,523.24
1071633	20-May-2021	CONSULTANT ENGINEERING INC	235.00
1071634	20-May-2021	ARIZONA BLUE STAKE INC	3,847.66
1071635	20-May-2021	ARIZONA GLOVE & SAFETY	605.93

1071636	20-May-2021	DEVAU HUMAN RESOURCES	5,068.31
1071637	20-May-2021	DENNIS L LOPEZ & ASSOCIATES LLC	2,000.00
1071638	20-May-2021	BRENNTAG PACIFIC INC	4,126.40
1071639	20-May-2021	CH2M HILL INC	43,592.49
1071640	20-May-2021	AJP ELECTRIC INC	21,120.88
1071641	20-May-2021	BRIGHTVIEW LANDSCAPE SERVICES, INC	5,798.00
1071642	20-May-2021	ARIZONA'S BEST CHOICE PEST & TERMITE SERVICES	2,739.60
1071643	20-May-2021	CHOICE MAINTENANCE AND ASPHALT SERVICES, LLC	62,149.50
1071644	20-May-2021	MARTIN, JEFFREY G	1,813.05
1071645	20-May-2021	MEDTOX LABORATORIES INC.	44.30
1071646	20-May-2021	EWING IRRIGATION	1,260.86
1071647	20-May-2021	HORIZON DISTRIBUTORS INC	414.42
1071648	20-May-2021	NICKLE CONTRACTING LLC	135,479.68
1071649	20-May-2021	O C TANNER RECOGNITION CO	213.89
1071650	20-May-2021	PULICE CONSTRUCTION INC	1,117,239.33
1071651	20-May-2021	MUNICODE	950.00
1071652	20-May-2021	KIMLEY-HORN AND ASSOCIATES	30,975.02
1071653	20-May-2021	SAVE THE FAMILY FOUNDATION OF ARIZONA	2,268.57
1071654	20-May-2021	VOSS LIGHTING	3,192.84
1071655	20-May-2021	WASTE MANAGEMENT	31,863.32
1071656	20-May-2021	UNIFIRST CORPORATION	787.02
1071657	20-May-2021	SHANNON S MARTIN CO	1,982.64
1071658	20-May-2021	SPARTAN PROMOTIONAL GROUP INC	8,181.74
1071659	20-May-2021	SPEEDIE & ASSOCIATES	10,497.50
1071660	20-May-2021	TOPETE/STONEFIELD INC	62.48
1071661	20-May-2021	WIST OFFICE PRODUCTS COMPANY	189.13
1071662	20-May-2021	RESCUE AIR SYSTEMS INC	824.00
1071663	20-May-2021	THE FISHEL COMPANY	201,005.30
1071664	20-May-2021	SALT WORKS	6,603.03
1071665	20-May-2021	WAXIE SANITARY SUPPLY	3,704.11
1071666	20-May-2021	VULCAN MATERIALS COMPANY	6,074.85
1071667	20-May-2021	SPRINKLER WORLD OF AZ INC	82.33
1071668	20-May-2021	SUNLAND, INC	858,875.04
1071669	20-May-2021	Y S MANTRI & ASSOCIATES, LLC	888.00
1071670	20-May-2021	TRISTAR ENGINEERING AND MANAGEMENT INC	22,323.83
1071671	20-May-2021	VERIZON WIRELESS	80.02
1071672	20-May-2021	RITOCH-POWELL & ASSOCIATES	18,833.11
1071673	20-May-2021	PENINGTON PAINTING COMPANY, LLC	0.00
1071674	26-May-2021	REAL T MANAGEMENT	1,264.00
1071675	26-May-2021	BECKMAN, KRISTI M	1,551.00

1071676	26-May-2021	JONOVICH, KATINA	1,103.00
1071677	26-May-2021	RJ TORRANCE LLC	168.00
1071678	26-May-2021	COANNAH REALTY LLC	1,371.00
1071679	26-May-2021	AZ REALTY PROPERTY HOLDINGS, LLC	8,657.00
1071680	26-May-2021	GO GET IT INVESTMENTS LLC	915.00
1071681	26-May-2021	CITY PROPERTY MANAGEMENT COMPANY	575.00
1071682	26-May-2021	NINEVEH PROPERTIES LLC	1,549.00
1071683	26-May-2021	HENES, HAIDY	1,200.00
1071684	26-May-2021	1GPA	653.00
1071685	26-May-2021	1112 NORTH CALIFORNIA STREET PROPERTY LLC	812.00
1071686	26-May-2021	AZ HOME FOR US	1,021.00
1071687	26-May-2021	LEE, KEVIN	1,559.00
1071688	26-May-2021	YASSIR, YOUSEF	1,953.00
1071689	26-May-2021	LAROUSSI, REDOUANE	372.00
1071690	26-May-2021	HERNANDEZ, ERIBERTO	995.00
1071691	26-May-2021	ANDERSON DUNIGAN EAST VALLEY PM LLC	1,308.00
1071692	26-May-2021	STRATEGIC CAPITAL ALLIANCE LTD PARTNERSHIP	12,591.00
1071693	26-May-2021	CHANDLER GARDENS	19,906.00
1071694	26-May-2021	CABRERA, TERESA	1,650.00
1071695	26-May-2021	WUZ 66 RENTAL LLC	581.00
1071696	26-May-2021	LUEDY, IRINA	1,561.00
1071697	26-May-2021	TRINH, KY Q	1,264.00
1071698	26-May-2021	BIG STAR PROPERTIES, LLC	8,686.00
1071699	26-May-2021	MORTENSEN, GLORIA J	1,100.00
1071700	26-May-2021	THY LLC	956.00
1071701	26-May-2021	BMF IV AZ LAGUNA VILLAGE LLC	9,997.00
1071702	26-May-2021	MASHAYEKHI, MITRA	1,600.00
1071703	26-May-2021	GET MULTIFAMILY	985.00
1071704	26-May-2021	NPTL 4 LLC	1,380.00
1071705	26-May-2021	P.J HUSSEY & ASSOCIATES INC	495.00
1071706	26-May-2021	HARTFORD APARTMENTS	4,023.00
1071707	26-May-2021	GILBERT, THURMAN	3,443.00
1071708	26-May-2021	CRUZ, JUAN	497.00
1071709	26-May-2021	HADEED, JAMES	1,030.00
1071710	26-May-2021	LETS REED LLC	479.00
1071711	26-May-2021	VIRDEE, ARVINDER S	1,273.00
1071712	26-May-2021	MCNELLIS, JOHN	888.00
1071713	26-May-2021	GILBERT, JUSTIN	438.00
1071714	26-May-2021	NJOROGE, ELIZABETH	947.00
1071715	26-May-2021	WU, SUYUAN LIN	3,092.00

1071716	26-May-2021	BARKDOLL PROPERTIES LLC	10,555.00
1071717	26-May-2021	GARCIA, CRISTINA	590.00
1071718	26-May-2021	ARIZONA LIVING PROPERTY MANAGEMENT, INC	1,366.00
1071719	26-May-2021	MRGUDICH, JON A	796.00
1071720	26-May-2021	JDC INVESTMENTS LLC	965.00
1071721	26-May-2021	847 RAY LLC	6,487.00
1071722	26-May-2021	AZURE SEA LANE LLC	1,105.00
1071723	26-May-2021	SFR 2012-1 US WEST LLC	3,452.00
1071724	26-May-2021	WL INVESTMENT LLC	1,324.00
1071725	26-May-2021	BRAVO, DEBORAH LYNN	778.00
1071726	26-May-2021	THOMASIAN, BIKI	772.00
1071727	26-May-2021	SHAHIN, GABRIEL	1,420.00
1071728	26-May-2021	O'DONNELL, MELISSA	1,264.00
1071729	26-May-2021	INVESTAR REAL ESTATE SPECIALISTS LLC	927.00
1071730	26-May-2021	GOLD COAST REALTY	916.00
1071731	26-May-2021	N/A TOWN SQUARE-65 LP	957.00
1071732	26-May-2021	NGUYEN, CALVIN	574.00
1071733	26-May-2021	330 N COMANCHE LLC	3,524.00
1071734	26-May-2021	LEWERRIT LLC	1,550.00
1071735	26-May-2021	1125 CALIFORNIA LLC	1,820.00
1071736	26-May-2021	WEINBERG, JAMES M	1,490.00
1071737	26-May-2021	JAIN, VIKAS	814.00
1071738	26-May-2021	TREVNIC HOLDINGS, INC	934.00
1071739	26-May-2021	DALA GROUP, LLC	1,162.00
1071740	26-May-2021	SEVEN STRONG ENTERPRISES, LLC	932.00
1071741	26-May-2021	MAAG, BLANCA RIVERA	1,036.00
1071742	26-May-2021	NGUY CONCEPT LLC	1,798.00
1071743	26-May-2021	LE, THUC	1,400.00
1071744	26-May-2021	S J FOWLER REAL ESTATE INC	710.00
1071745	26-May-2021	HADAWAY, MICHELLE VIVIANNE	974.00
1071746	26-May-2021	AUSTIN FLECK PROPERTY MANAGEMENT LLC	951.00
1071747	26-May-2021	JONES, PATRICIA A.	1,080.00
1071748	26-May-2021	MCKINDLES, JOHN	1,209.00
1071749	26-May-2021	LUNDIN, ANDREY	776.00
1071750	26-May-2021	KHILLAN, RAJNEEK	1,120.00
1071751	26-May-2021	RRC INVESTMENTS LLC	1,071.00
1071752	26-May-2021	EPICENTER HOLDINGS LLC	718.00
1071753	26-May-2021	OKATI LLC	1,249.00
1071754	26-May-2021	WANG, XIAOGANG	982.00
1071755	26-May-2021	TALAI, FRANCESCO	297.00

1071756	26-May-2021	SLABAUGH, INGRID	1,061.00
1071757	26-May-2021	SURCHIK, EDWARD	967.00
1071758	26-May-2021	EKSS LLC	1,578.00
1071759	26-May-2021	LEE, LARRY	1,240.00
1071760	26-May-2021	XIAO, HONG MEI	1,480.00
1071761	26-May-2021	AHN, SUNGIL	762.00
1071762	26-May-2021	ZHANG, QISHENG	1,189.00
1071763	26-May-2021	GUERRERO, ROSE	4,676.00
1071764	26-May-2021	ZHANG, JUNLI	1,430.00
1071765	26-May-2021	CANO-CARRILLO, GRICELDA	561.00
1071766	26-May-2021	GOSKONDA, VENKATESHWAR	289.00
1071767	26-May-2021	TAM, VIVIAN	761.00
1071768	26-May-2021	MCLOONE, AMANDA	1,512.00
1071769	26-May-2021	GENTILE, JAMES	1,504.00
1071770	26-May-2021	GUERRERO, LAURIE	1,370.00
1071771	26-May-2021	MILLER, JEFFERY ROBERT	1,600.00
1071772	26-May-2021	ABDELKARIM, RABAH	1,174.00
1071773	26-May-2021	BURNHAM, TIMOTHY	1,477.00
1071774	26-May-2021	SARVI, MICHAEL	1,111.00
1071775	26-May-2021	SALZMAN, BART	775.00
1071776	26-May-2021	AVA HOLDINGS LLC	532.00
1071777	26-May-2021	LARSEN DEVELOPMENT LLC	732.00
1071778	26-May-2021	FOCUS LLC	3,499.00
1071779	26-May-2021	FENG, WINNIE	1,565.00
1071780	26-May-2021	CX RENTALS LLC	605.00
1071781	26-May-2021	GJONZENELI, MURAT	3,868.00
1071782	26-May-2021	VAKKALANKA, SURYANARAYANA	713.00
1071783	26-May-2021	SJ PROPERTIES LLC	2,641.00
1071784	26-May-2021	HYF INVESTCO, LLC	963.00
1071785	26-May-2021	HANDZEL, SHARON C	1,003.00
1071786	26-May-2021	PASHAPOUR NIKU, MAZIAR	1,625.00
1071787	26-May-2021	AQUINO, MIRA-FLOR T	934.00
1071788	26-May-2021	DESERT WIND PROPERTY MANAGEMENT & REAL ESTATE LLC	347.00
1071789	26-May-2021	SWH 2017-1 BORROWER, LP	2,181.00
1071790	26-May-2021	KATZ, JENNIFER ANN	756.00
1071791	26-May-2021	SANTOS, AGNES	660.00
1071792	26-May-2021	NGUY HUANG LLC	1,102.00
1071793	26-May-2021	SHAO, LAN	3,241.00
1071794	26-May-2021	BOSCHEE, CHARLES L	655.00
1071795	26-May-2021	BURTON, DOUGLAS J	1,165.00

1071796	26-May-2021	YIN, WENBI	1,619.00
1071797	26-May-2021	CARPENTER, SONJA G	903.00
1071798	26-May-2021	HALL, ERIC	856.00
1071799	26-May-2021	SINGH, REENA	1,281.00
1071800	26-May-2021	SUNSHINE REALTY LLC	801.00
1071801	26-May-2021	NGUYEN, NGOC	2,266.00
1071802	26-May-2021	XIA, JINGNA	779.00
1071803	26-May-2021	XIE, YUN	2,773.00
1071804	26-May-2021	MAKEY, JAMES	805.00
1071805	26-May-2021	GOVINDARAJAN, OMKAR	827.00
1071806	26-May-2021	OARE, ELIZABETH	755.00
1071807	26-May-2021	ARIZONA HOMES PLUS	1,510.00
1071808	26-May-2021	I & PSSG LLC	1,050.00
1071809	26-May-2021	WATTS, ELSKA M.	475.00
1071810	26-May-2021	NGUYEN, HONG	1,538.00
1071811	26-May-2021	FRESNO INVESTMENTS	1,301.00
1071812	26-May-2021	WONG, CHRISTOPHER DINH	875.00
1071813	26-May-2021	LIN, RONG CHUN	2,724.00
1071814	26-May-2021	BURCH, CHRISTOPHER	1,010.00
1071815	26-May-2021	PASQUALINA VITIRITTI TRUSTEE	512.00
1071816	26-May-2021	PERSONAL REAL ESTATE SERVICES LLC	499.00
1071817	26-May-2021	JJBMC PROPERTIES LLC	3,346.00
1071818	26-May-2021	LAM, CHI MING	1,500.00
1071819	26-May-2021	SALEH, ZIAD	1,430.00
1071820	26-May-2021	SKOGLUND, NANCY B	1,450.00
1071821	26-May-2021	ARIZONA ELITE PROPERTIES	1,625.00
1071822	26-May-2021	MCKINLEY, ROSS HARRISON	399.00
1071823	26-May-2021	KRUY IN, BUN	865.00
1071824	26-May-2021	2ND ST INVESTMENTS	864.00
1071825	26-May-2021	EDB ENTERPRISE LLC	1,031.00
1071826	26-May-2021	POUCHKAREV, ANDREI	1,395.00
1071827	26-May-2021	CHANDLER PROPERTY DEVELOPMENT ASSOCIATES LTD PTR (231-1)	27,580.00
1071828	26-May-2021	KIANPOUR, FARAMARZ	516.00
1071829	26-May-2021	RODRIGUEZ-MESA, IVAN	1,310.00
1071830	26-May-2021	KHATRI, SHAH	6,839.00
1071831	26-May-2021	ARM OF SAVE THE FAMILY FOUNDATION OF ARIZONA	371.00
1071832	26-May-2021	GORE, VIPUL	773.00
1071833	26-May-2021	LE, KIEU	1,103.00
1071834	26-May-2021	PRICE, MI-SIM	960.00
1071835	26-May-2021	GREBE, ROLANDO	919.00

1071836	26-May-2021	HOANG, BUUCHAU QUOC	1,695.00
1071837	26-May-2021	COSTALES, ABEL	577.00
1071838	26-May-2021	AILEEN CHU HOLDINGS LLC	1,675.00
1071839	27-May-2021	ARTISTIC LAND MANAGEMENT INC	2,319.23
1071840	27-May-2021	ARIZONA PEST PREVENTION	295.00
1071841	27-May-2021	ANCON	3,956.30
1071842	27-May-2021	CHANDLER CULTURAL FOUNDATION	3,750.00
1071843	27-May-2021	CITY WIDE PEST CONTROL INC	460.00
1071844	27-May-2021	DEVAU HUMAN RESOURCES	15,652.76
1071845	27-May-2021	DENNIS L LOPEZ & ASSOCIATES LLC	1,500.00
1071846	27-May-2021	BRENNTAG PACIFIC INC	13,911.13
1071847	27-May-2021	CONTINENTAL FLOORING CO	2,046.30
1071848	27-May-2021	AZCEND	32,605.76
1071849	27-May-2021	DUNN-EDWARDS CORPORATION	655.10
1071850	27-May-2021	DH PACE SYSTEMS INTEGRATION	564.14
1071851	27-May-2021	CE WILSON CONSULTING, LLC	3,600.00
1071852	27-May-2021	BROWN WHOLESALE ELECTRIC	4,856.16
1071853	27-May-2021	DT CHANDLER LLC	29,048.97
1071854	27-May-2021	BRIGHTVIEW LANDSCAPE SERVICES, INC	16,444.04
1071855	27-May-2021	ARIZONA'S BEST CHOICE PEST & TERMITE SERVICES	1,555.00
1071856	27-May-2021	SPANISH MEDIA SERVICES	350.00
1071857	27-May-2021	SAVE THE FAMILY FOUNDATION OF ARIZONA	1,738.66
1071858	27-May-2021	WASTE MANAGEMENT	1,005,309.02
1071859	27-May-2021	UNIFIRST CORPORATION	2,315.48
1071860	27-May-2021	VULCAN MATERIALS COMPANY	548.37
1071861	27-May-2021	SPRINKLER WORLD OF AZ INC	2,088.97
1071862	27-May-2021	TOWN OF GILBERT	268,577.01
1071863	27-May-2021	SUPREME OIL CO	1,664.74
1071864	27-May-2021	VERIZON WIRELESS	36,821.11
1071865	27-May-2021	SHANNON S MARTIN CO	17,690.61
1071866	27-May-2021	SPIKER SPORTS	1,184.00
1071867	27-May-2021	TOPETE/STONEFIELD INC	116.16
1071868	27-May-2021	WIST OFFICE PRODUCTS COMPANY	254.58
1071869	27-May-2021	VALLEYWIDE GENERATOR SERVICE LLC	5,333.90
1071870	27-May-2021	WAXIE SANITARY SUPPLY	6,378.14
1071871	27-May-2021	TRAVIS SYSTEMS, INC	1,950.00
1071872	27-May-2021	WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC	1,798.16
1071873	27-May-2021	JARVIS ART STUDIO, INC	100.00
1071874	27-May-2021	INTELLITIME SYSTEMS CORPORATION	25,660.00
1071875	27-May-2021	FOSTER ELECTRIC	9,465.20

1071876	27-May-2021	J2 ENGINEERING	8,905.67
1071877	27-May-2021	KIMLEY-HORN AND ASSOCIATES	14,052.51
1071878	27-May-2021	KM FACILITY SERVICES LLC	6,000.00
1071879	27-May-2021	ENVIRONMENTAL PLANNING GROUP LLC	6,584.20
1071880	27-May-2021	MYTHICS INC	120,154.53
1071881	27-May-2021	GHASTER PAINTING & COATINGS INC	12,590.00
1071882	27-May-2021	EWING IRRIGATION	1,035.42
1071883	27-May-2021	PHOENIX PUMPS INC	1,495.56
1071884	27-May-2021	HENDERSON BELTWAY, LLC	5,933.30
1071885	27-May-2021	LAYNE CHRISTENSEN COMPANY	13,588.44
1071886	27-May-2021	PALISADE COMPLIANCE, LLC	17,250.00
1071887	27-May-2021	PM PLUMBING & MECHANICAL INC	4,645.60
1071888	27-May-2021	SJ PROPERTIES LLC	265.00
1071889	27-May-2021	BMF IV AZ LAGUNA VILLAGE LLC	57.00
1071890	27-May-2021	AZ REALTY PROPERTY HOLDINGS, LLC	803.00
1071891	03-Jun-2021	A/B ACE HARDWARE	368.44
1071892	03-Jun-2021	CLEANVIEW SEWER INSPECTIONS LLC	20,407.66
1071893	03-Jun-2021	BALAR EQUIPMENT CORPORATION	1,420.88
1071894	03-Jun-2021	ARTISTIC LAND MANAGEMENT INC	65.00
1071895	03-Jun-2021	A PROFESSIONAL LOCKS	86.24
1071896	03-Jun-2021	ARIZONA GLOVE & SAFETY	490.23
1071897	03-Jun-2021	ALL CITY TOWING	180.00
1071898	03-Jun-2021	DEVAU HUMAN RESOURCES	11,245.74
1071899	03-Jun-2021	ARIZONA EMERGENCY PRODUCTS	293.26
1071900	03-Jun-2021	BRENNTAG PACIFIC INC	26,057.02
1071901	03-Jun-2021	DYE CARBONIC	1,672.31
1071902	03-Jun-2021	GONZALEZ, ALEX	4,167.00
1071903	03-Jun-2021	MECHANICAL PRODUCTS BAS INC	30,000.02
1071904	03-Jun-2021	SMITH, MICHAEL J	4,167.00
1071905	03-Jun-2021	EUREKA PRODUCTIONS	750.00
1071906	03-Jun-2021	KIMLEY-HORN AND ASSOCIATES	49,929.25
1071907	03-Jun-2021	H&E EQUIPMENT SERVICES INC	2,693.76
1071908	03-Jun-2021	POLYDYNE, INC.	2,898.00
1071909	03-Jun-2021	JAMES COOKE & HOBSON	854.00
1071910	03-Jun-2021	LAW OFFICE OF LAURIE GROGAN	4,167.00
1071911	03-Jun-2021	ENTELLUS INC	7,130.00
1071912	03-Jun-2021	PHOENIX PUMPS INC	1,996.47
1071913	03-Jun-2021	LAYNE CHRISTENSEN COMPANY	51,980.12
1071914	03-Jun-2021	JACOBO LAW FIRM, PLLC	4,167.00
1071915	03-Jun-2021	JOHNSON CONTROLS	8,200.00

1071916	03-Jun-2021	THE LAW OFFICE OF JARED ALLEN PLLC	4,167.00
1071917	03-Jun-2021	NORTHSTAR COMMUNICATIONS INC	11,340.00
1071918	03-Jun-2021	VOSS LIGHTING	1,136.39
1071919	03-Jun-2021	SIMPSON NORTON	1,127.71
1071920	03-Jun-2021	UNIFIRST CORPORATION	1,374.40
1071921	03-Jun-2021	SPRINKLER WORLD OF AZ INC	944.84
1071922	03-Jun-2021	VERIZON WIRELESS	605.57
1071923	03-Jun-2021	SHANNON S MARTIN CO	823.52
1071924	03-Jun-2021	SHADE N NET OF ARIZONA INC	3,055.43
1071925	03-Jun-2021	VALLEYWIDE GENERATOR SERVICE LLC	1,557.62
1071926	03-Jun-2021	SILVA LAW FIRM PC	4,167.00
1071927	03-Jun-2021	SALT WORKS	3,183.10
1071928	03-Jun-2021	WAXIE SANITARY SUPPLY	2,712.48
1071929	03-Jun-2021	WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC	350.00
1071930	03-Jun-2021	REGIONAL PUBLIC TRANS AUTHORITY-VALLEY METRO	89,508.42
1071931	03-Jun-2021	ORANGE COUNTY HOUSING AUTHORITY	3,297.76
1071932	03-Jun-2021	RAY ROAD PROPERTY LLC	45.00
1071933	03-Jun-2021	CHANDLER PROPERTY DEVELOPMENT ASSOCIATES LTD PTR (231-1)	2,506.00
1071934	03-Jun-2021	JONES, PATRICIA A.	1,270.00
1071935	03-Jun-2021	DUPAGE HOUSING AUTHORITY	1,378.88
1071936	09-Jun-2021	SALZMAN, BART	244.00
1071937	09-Jun-2021	AZ HOME FOR US	272.00
1071938	10-Jun-2021	DELL MARKETING LP	12,653.54
1071939	10-Jun-2021	ANCON	3,165.04
1071940	10-Jun-2021	ARIZONA PET MORTUARY	986.00
1071941	10-Jun-2021	CEM-TEC CORPORATION	107,514.00
1071942	10-Jun-2021	ARIZONA GLOVE & SAFETY	160.96
1071943	10-Jun-2021	DEVAU HUMAN RESOURCES	9,575.39
1071944	10-Jun-2021	ARIZONA EMERGENCY PRODUCTS	263,875.07
1071945	10-Jun-2021	BRENNTAG PACIFIC INC	6,134.89
1071946	10-Jun-2021	DYE CARBONIC	2,069.19
1071947	10-Jun-2021	CENTURYLINK	3,386.56
1071948	10-Jun-2021	AZCEND	565.59
1071949	10-Jun-2021	CE WILSON CONSULTING, LLC	3,900.00
1071950	10-Jun-2021	BROWN WHOLESALE ELECTRIC	2,536.90
1071951	10-Jun-2021	BRIGHTVIEW LANDSCAPE SERVICES, INC	219,943.50
1071952	10-Jun-2021	ARIZONA'S BEST CHOICE PEST & TERMITE SERVICES	157.00
1071953	10-Jun-2021	CHOICE MAINTENANCE AND ASPHALT SERVICES, LLC	33,629.44
1071954	10-Jun-2021	DELTA DENTAL PLAN OF ARIZONA INC	145,496.30
1071955	10-Jun-2021	VISION SERVICE PLAN OF ARIZONA	24,184.10

1071956	10-Jun-2021	VISION SERVICE PLAN OF ARIZONA	4,740.48
1071957	10-Jun-2021	VISION SERVICE PLAN OF ARIZONA	68.94
1071958	10-Jun-2021	ANTHEM LIFE INSURANCE COMPANY	11,824.63
1071959	10-Jun-2021	CENTURYLINK	4.26
1071960	10-Jun-2021	VOYA FINANCIAL	73,234.03
1071961	10-Jun-2021	ARTHUR J GALLAGHER RISK MANAGEMENT SERVICES INC	30.00
1071962	10-Jun-2021	TRISTAR ICS, INC	5,812.10
1071963	10-Jun-2021	FLEXIBLE BENEFIT ADMINISTRATORS INC	956.58
1071964	10-Jun-2021	AMERICAN TELEPHONE	4,128.00
1071965	10-Jun-2021	CDW GOVERNMENT INC	723,138.94
1071966	10-Jun-2021	BAVCO	3,358.60
1071967	10-Jun-2021	ARTISTIC LAND MANAGEMENT INC	2,894.23
1071968	10-Jun-2021	ARIZONA PEST PREVENTION	75.00
1071969	10-Jun-2021	HORIZON DISTRIBUTORS INC	1,635.95
1071970	10-Jun-2021	NUTRIEN AG SOLUTIONS, INC	35,358.40
1071971	10-Jun-2021	FOSTER ELECTRIC	395.64
1071972	10-Jun-2021	MECHANICAL PRODUCTS BAS INC	1,743.64
1071973	10-Jun-2021	FULL SPECTRUM ANALYTICS INC	5,445.42
1071974	10-Jun-2021	KIMLEY-HORN AND ASSOCIATES	5,851.75
1071975	10-Jun-2021	JUST PLANT DESIGNERS INC	165.00
1071976	10-Jun-2021	ENVIRONMENTAL PLANNING GROUP LLC	5,350.75
1071977	10-Jun-2021	KRONOS INCORPORATED	51.40
1071978	10-Jun-2021	JAMES COOKE & HOBSON	6,546.52
1071979	10-Jun-2021	MARTIN, JEFFREY G	2,563.60
1071980	10-Jun-2021	MYTHICS INC	3,448.63
1071981	10-Jun-2021	JUSTIFACTS CREDENTIAL VERIFICATION, INC.	24.50
1071982	10-Jun-2021	EWING IRRIGATION	109,562.56
1071983	10-Jun-2021	PHOENIX PUMPS INC	981.74
1071984	10-Jun-2021	PIONEER LANDSCAPE CENTERS	8,250.31
1071985	10-Jun-2021	GOERING, ROBERT, RUBIN, BROGNA, ENOS & TREADWELL-RUBIN, P.C.	3,220.70
1071986	10-Jun-2021	PM PLUMBING & MECHANICAL INC	9,352.55
1071987	10-Jun-2021	LAW OFFICE OF LYNN R. AROUH	4,167.00
1071988	10-Jun-2021	IN-PIPE TECHNOLOGY	12,500.00
1071989	10-Jun-2021	SAVE THE FAMILY FOUNDATION OF ARIZONA	3,460.17
1071990	10-Jun-2021	SEGAL COMPANY, THE	6,207.15
1071991	10-Jun-2021	WASTE MANAGEMENT	11,450.25
1071992	10-Jun-2021	UNIFIRST CORPORATION	838.57
1071993	10-Jun-2021	VULCAN MATERIALS COMPANY	1,170.35
1071994	10-Jun-2021	ARIZONA REPUBLIC, THE	2,120.15
1071995	10-Jun-2021	SPRINKLER WORLD OF AZ INC	289.21

1071996	10-Jun-2021	SUPREME OIL CO	21,339.76
1071997	10-Jun-2021	VERIZON WIRELESS	9,369.17
1071998	10-Jun-2021	RITOCH-POWELL & ASSOCIATES	134,760.15
1071999	10-Jun-2021	SHANNON S MARTIN CO	1,220.03
1072000	10-Jun-2021	ROADWAY ELECTRIC LLC	17,780.00
1072001	10-Jun-2021	TOPETE/STONEFIELD INC	158.40
1072002	10-Jun-2021	VALLEYWIDE GENERATOR SERVICE LLC	720.00
1072003	10-Jun-2021	SALT WORKS	3,361.06
1072004	10-Jun-2021	WAXIE SANITARY SUPPLY	6,634.39
1072005	10-Jun-2021	UNITED FIBERS LLC	56,022.00
1072006	10-Jun-2021	WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC	16,795.47
1072007	10-Jun-2021	LANG, DAWN L	86.53
1072008	10-Jun-2021	REYES & SONS LANDSCAPING LLC	0.00
1072009	10-Jun-2021	PHASE 1 ASSETS LLC	0.00
1072010	10-Jun-2021	RM3 MECHANICAL	0.00
1072011	10-Jun-2021	AVID ARCHITECTS, LLC	0.00
1072012	10-Jun-2021	BOYS & GIRLS CLUBS OF THE VALLEY	0.00
1072013	10-Jun-2021	PENINGTON PAINTING COMPANY, LLC	0.00
1072014	15-Jun-2021	BANK OF AMERICA	980,936.82
1072015	16-Jun-2021	ARM OF SAVE THE FAMILY FOUNDATION OF ARIZONA	956.00
1072016	16-Jun-2021	AZURE SEA LANE LLC	1,178.00
1072017	16-Jun-2021	MAAG, BLANCA RIVERA	808.00
1072018	17-Jun-2021	CONSULTANT ENGINEERING INC	37,487.70
1072019	17-Jun-2021	ALL THE KING'S FLAGS	485.70
1072020	17-Jun-2021	ARIZONA GLOVE & SAFETY	108.71
1072021	17-Jun-2021	ALL CITY TOWING	300.00
1072022	17-Jun-2021	DEVAU HUMAN RESOURCES	14,326.37
1072023	17-Jun-2021	BRENNTAG PACIFIC INC	27,229.43
1072024	17-Jun-2021	BSN SPORTS INC	347.00
1072025	17-Jun-2021	DYE CARBONIC	1,115.09
1072026	17-Jun-2021	AMERICAN TRAFFIC SOLUTIONS INC	36,058.75
1072027	17-Jun-2021	BROWN WHOLESALE ELECTRIC	27,758.16
1072028	17-Jun-2021	BRIGHTVIEW LANDSCAPE SERVICES, INC	60,730.14
1072029	17-Jun-2021	ARIZONA'S BEST CHOICE PEST & TERMITE SERVICES	10.00
1072030	17-Jun-2021	A/B ACE HARDWARE	681.40
1072031	17-Jun-2021	CDW GOVERNMENT INC	49,446.67
1072032	17-Jun-2021	ARIZONA WATER WORKS SUPPLY	1,493.72
1072033	17-Jun-2021	ARTISTIC LAND MANAGEMENT INC	4,582.66
1072034	17-Jun-2021	ARIZONA PEST PREVENTION	165.00
1072035	17-Jun-2021	CONNEY SAFETY PRODUCTS LLC	222.23

1072036	17-Jun-2021	ANCON	7,221.68
1072037	17-Jun-2021	KIMLEY-HORN AND ASSOCIATES	42,131.58
1072038	17-Jun-2021	MARTIN, JEFFREY G	2,578.05
1072039	17-Jun-2021	MYTHICS INC	4,998.48
1072040	17-Jun-2021	EWING IRRIGATION	16,195.37
1072041	17-Jun-2021	PHOENIX PUMPS INC	6,378.22
1072042	17-Jun-2021	HILL BROTHERS CHEMICAL CO	236.00
1072043	17-Jun-2021	GOERING, ROBERT, RUBIN, BROGNA, ENOS & TREADWELL-RUBIN, P.C.	7,441.70
1072044	17-Jun-2021	PM PLUMBING & MECHANICAL INC	2,547.40
1072045	17-Jun-2021	NUTRIEN AG SOLUTIONS, INC	8,839.60
1072046	17-Jun-2021	FOSTER ELECTRIC	190.00
1072047	17-Jun-2021	NICKLE CONTRACTING LLC	289,977.90
1072048	17-Jun-2021	PULICE CONSTRUCTION INC	1,365,168.54
1072049	17-Jun-2021	WASTE MANAGEMENT	27,869.93
1072050	17-Jun-2021	UNIFIRST CORPORATION	866.45
1072051	17-Jun-2021	VULCAN MATERIALS COMPANY	2,016.30
1072052	17-Jun-2021	WEBER WATER RESOURCES LLC	4,750.00
1072053	17-Jun-2021	SPRINKLER WORLD OF AZ INC	27,586.66
1072054	17-Jun-2021	SUMMIT ELECTRIC SUPPLY	478.38
1072055	17-Jun-2021	SUNLAND, INC	337,439.95
1072056	17-Jun-2021	TOWN OF GILBERT	150,874.93
1072057	17-Jun-2021	TRISTAR ENGINEERING AND MANAGEMENT INC	29,953.99
1072058	17-Jun-2021	VERIZON WIRELESS	1,001.12
1072059	17-Jun-2021	REDFLEX TRAFFIC SYSTEMS	122.81
1072060	17-Jun-2021	SHANNON S MARTIN CO	18,955.48
1072061	17-Jun-2021	SPIKER SPORTS	2,020.00
1072062	17-Jun-2021	QUALITY EMULSIONS LLC	101.76
1072063	17-Jun-2021	SPEEDIE & ASSOCIATES	22,767.50
1072064	17-Jun-2021	SHI INTERNATIONAL CORP	46,093.81
1072065	17-Jun-2021	AMERICAN TRAFFIC SOLUTIONS INC	4,927.18
1072066	17-Jun-2021	WAXIE SANITARY SUPPLY	23,718.46
1072067	24-Jun-2021	ALL CITY TOWING	899.00
1072068	24-Jun-2021	DEVAU HUMAN RESOURCES	5,230.60
1072069	24-Jun-2021	APPLIED PRODUCTS GROUP LLC	3,277.33
1072070	24-Jun-2021	DYE CARBONIC	616.42
1072071	24-Jun-2021	AZCEND	34,953.28
1072072	24-Jun-2021	BIBLIOTHECA LLC	2,962.64
1072073	24-Jun-2021	DNG CONSTRUCTION LLC	4,517.00
1072074	24-Jun-2021	CALIENTE CONSTRUCTION INC	33,169.90
1072075	24-Jun-2021	ANDREW'S REFRIGERATIONS INC	4,867.14

1072076	24-Jun-2021	DH PACE SYSTEMS INTEGRATION	2,170.91
1072077	24-Jun-2021	CE WILSON CONSULTING, LLC	4,440.00
1072078	24-Jun-2021	BROWN WHOLESALE ELECTRIC	2,090.55
1072079	24-Jun-2021	ARIZONA'S BEST CHOICE PEST & TERMITE SERVICES	1,000.00
1072080	24-Jun-2021	BOYS & GIRLS CLUBS OF THE VALLEY	17,550.00
1072081	24-Jun-2021	BALAR EQUIPMENT CORPORATION	515.37
1072082	24-Jun-2021	ARIZONA PEST PREVENTION	45.00
1072083	24-Jun-2021	AZTEC ENGINEERING	21,465.00
1072084	24-Jun-2021	ALL THE KING'S FLAGS	324.09
1072085	24-Jun-2021	ARIZONA GLOVE & SAFETY	469.08
1072086	24-Jun-2021	HORIZON DISTRIBUTORS INC	103.83
1072087	24-Jun-2021	CURTIS BLUE LINE	3,963.90
1072088	24-Jun-2021	MUNICODE	500.00
1072089	24-Jun-2021	KIMLEY-HORN AND ASSOCIATES	19,521.55
1072090	24-Jun-2021	PRECISION ELECTRIC CO	703.10
1072091	24-Jun-2021	JAMES COOKE & HOBSON	4,988.52
1072092	24-Jun-2021	GHASTER PAINTING & COATINGS INC	745.00
1072093	24-Jun-2021	EWING IRRIGATION	14,983.25
1072094	24-Jun-2021	LAW OFFICE OF LAURIE GROGAN	4,167.00
1072095	24-Jun-2021	JACOBO LAW FIRM, PLLC	4,167.00
1072096	24-Jun-2021	JOHNSON CONTROLS	5,678.50
1072097	24-Jun-2021	PM PLUMBING & MECHANICAL INC	18,766.14
1072098	24-Jun-2021	NORTHSTAR COMMUNICATIONS INC	17,650.00
1072099	24-Jun-2021	WASTE MANAGEMENT	903,008.74
1072100	24-Jun-2021	UNIFIRST CORPORATION	520.41
1072101	24-Jun-2021	VULCAN MATERIALS COMPANY	1,341.95
1072102	24-Jun-2021	ARIZONA REPUBLIC, THE	1,031.60
1072103	24-Jun-2021	SPRINKLER WORLD OF AZ INC	597.29
1072104	24-Jun-2021	TOTER LLC	5,291.34
1072105	24-Jun-2021	STOTZ EQUIPMENT	103.10
1072106	24-Jun-2021	VERIZON WIRELESS	4,398.24
1072107	24-Jun-2021	SHANNON S MARTIN CO	2,161.02
1072108	24-Jun-2021	SPIKER SPORTS	1,790.00
1072109	24-Jun-2021	SHADE N NET OF ARIZONA INC	1,613.88
1072110	24-Jun-2021	WIST OFFICE PRODUCTS COMPANY	859.01
1072111	24-Jun-2021	SHI INTERNATIONAL CORP	17,180.21
1072112	24-Jun-2021	WAXIE SANITARY SUPPLY	3,423.92
1072113	24-Jun-2021	BANK OF NEW YORK, THE	24,900.00
1072114	24-Jun-2021	ZIONS FIRST NATIONAL BANK	826,900.00
1072115	24-Jun-2021	ZIONS FIRST NATIONAL BANK	27,232,950.00

1072116	24-Jun-2021	ZIONS FIRST NATIONAL BANK	1,635,899.39
1072117	24-Jun-2021	US BANK	5,570,000.00
1072118	24-Jun-2021	US BANK	4,851,880.00
1072119	24-Jun-2021	US BANK	1,528,312.50
1072120	24-Jun-2021	US BANK	901,150.00
1072121	24-Jun-2021	US BANK	3,811,412.50
1072122	24-Jun-2021	US BANK	1,578,000.00
1072123	24-Jun-2021	US BANK	1,698,325.00
1072124	24-Jun-2021	BELLING, DEXTER V	75.00
1072125	30-Jun-2021	JAMES COOKE & HOBSON	16,905.14
1072126	30-Jun-2021	LAYNE CHRISTENSEN COMPANY	40,160.66

ITEM 19

CHANDLER arizona
Community of Innovation

City Council Memorandum **Mayor and Council Memo No.**

Date:	July 12, 2021
To:	Vice Mayor and Council
From:	Mayor Kevin Hartke
Subject:	Employee Agreement for City Magistrate Michelle Lue Sang

Proposed Motion:

Move City Council appoint Michelle Lue Sang as City Magistrate and approve an Employment Agreement for the term of August 2, 2021, through August 1, 2023, with an annual base salary of $170,881.08 for the first year, and $176,007.51 for the second year.

Attachments

Employment Agreement - Michelle Lue Sang

CHANDLER CITY MAGISTRATE
EMPLOYMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered by and between the CITY OF CHANDLER (the "City"), an Arizona municipal corporation, by its Mayor, and MICHELLE LUE SANG (the "Employee"), (the City and the Employee may individually be referred to as "Party" and collectively referred to as "the Parties") on this _____ day of _____ 20 ____ (Effective Date).

WITNESSETH:

WHEREAS, the City desires to employ the services of the Employee as City Magistrate of the City of Chandler, Arizona; and

WHEREAS, it is the desire of the City Council to provide certain benefits, establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, it is the desire of the City Council to (1) secure and retain the services of the Employee and to provide inducement for the Employee to remain in such employment, (2) to make possible full work productivity by assuring the Employee's morale and peace of mind with respect to future security, (3) to act as deterrent against malfeasance or dishonesty for personal gain on the part of the Employee, and (4) to provide a just means for terminating the Employee's services at such time as the Employee may be unable fully to discharge the Employee's duties or when the City may desire to otherwise terminate the Employee's employ; and

WHEREAS, the Employee desires to accept employment as a City Magistrate of the City.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

Section 1. Duties

The City hereby agrees to engage the Employee as a City Magistrate of the City to perform the functions and duties specified in the City Charter and City Code and to perform such other legally permissible and proper duties and functions as the City Council and Presiding City Magistrate shall from time to time assign.

Section 2. Term

A. The term of this Agreement shall be from August 2, 2021, through August 1, 2023.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of the Employee as provided by State law.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from employment with the City, subject only to the provisions set forth in Section 3 of this Agreement.

D. Outside employment of the Employee shall not be permitted except with written permission of the Presiding City Magistrate. Such permission will not be given if it is determined that such employment is likely to:

1. Physically or mentally hamper the Employee in his or her ability to do the job required by the City;

2. Bring discredit to the City service, the Court, or the Employee;

3. Be in conflict with the Employee's duties as a City Magistrate and/or employee of the City.

Section 3. Resignation

In the event the Employee voluntarily resigns from employment with the City before the expiration of the term of this Agreement, the Employee shall give the Presiding City Magistrate a minimum of two months written advance notice, or such advance notice as may be otherwise mutually agreed upon.

Section 4. Disciplinary Actions

A. The Employee works at the direction of the Presiding City Magistrate and will be held to the high standards of conduct expected of a judicial officer and an employee of the City. The Employee shall be subject to disciplinary action up to and including dismissal for deficient performance or conduct that is inconsistent with the Code of Judicial Conduct or would result in disciplinary action if committed by any other City employee. The Presiding City Magistrate may issue discipline to the Employee in the form of a written reprimand or an unpaid disciplinary suspension of fewer than 30 calendar days.

B. For suspensions without pay, the process for issuing discipline set forth in Personnel Rule 5, section 1, shall be followed including the issuance of a written pre-disciplinary notice which states the specific reason(s) and supporting evidence for the disciplinary action, an opportunity for the Employee to respond, and a final determination by the Presiding City Magistrate. The Employee may appeal an unpaid suspension to the City Council within five (5) work days of receiving the Presiding City Magistrate's final notice

of suspension without pay. Within 14 days of receipt of the Employee's appeal, the City Council shall set a hearing for the Presiding City Magistrate and the Employee to present their respective positions on why the discipline should or should not be upheld. The City Council's decision on the matter shall be rendered in open session and shall be final and not subject to appeal.

C. If the Presiding City Magistrate determines the Employee's conduct warrants a suspension without pay greater in length than 30 calendar days, demotion, or dismissal, the Presiding City Magistrate shall refer the disciplinary action to the City Council unless both the Employee and the Presiding City Magistrate stipulate that the Presiding City Magistrate can issue disciplinary action in excess of a 30 calendar day suspension without pay. Before referring the disciplinary action to the City Council, the Presiding City Magistrate shall issue to the Employee a notice of intent to recommend the specific disciplinary action and provide the Employee with three work days following receipt of the notice to respond in writing stating why the proposed disciplinary action should not be taken. Within three days from receipt of the Employee's response, the Presiding City Magistrate may decide to rescind the notice of intent or may refer the notice and the Employee's response to the City Council for a final decision. Within 14 days of receipt of the notice and the Employee's response, the City Council shall set a hearing for the Presiding City Magistrate and the Employee to present their respective positions on why the action should or should not be taken. The City Council's decision on the matter shall be rendered in open session and shall be final and not subject to appeal.

D. The Presiding City Magistrate may suspend the Employee with pay whenever the Presiding City Magistrate believes such a suspension would be in the best interest of the Court. Suspension with pay shall not be considered a disciplinary action and the Employee shall have no appeal rights.

Section 5. Salary

A. The City agrees to pay the Employee for the services rendered pursuant to this Agreement an annual salary payable in installments at the same time regular employees of the City are paid as follows:

Time Period	**Annual Salary**
August 2, 2021 through June 30, 2022	$ 170,881.08
July 1, 2022 through August 1, 2023	$ 176,007.51

If during the term of this Agreement the base salary of any other City Magistrate changes in accordance with the terms of his or her Agreement then the Employee's

annual base salary shall change to be equal to that of the other City Magistrate and such change shall be effective as of the same effective date as the change to the other City Magistrate's salary.

B. Ongoing annual salary adjustments and merit increases approved for non-represented employees shall not apply to the Employee during the term of the Agreement.

C. If, during the term of this Agreement, the City agrees to provide any payment to all non-represented employees that is not added to base salaries, City agrees to pay the Employee the same amount or percentage approved for such employees.

Section 6. Hours of Work

A. The Employee shall work no fewer than 40 hours per week except when a City holiday occurs or when a leave is approved by the Presiding City Magistrate or a sick leave is taken as authorized under the City Personnel Rules.

B. In the event Employee is required to work more than 40 hours in a week, the Employee shall not be compensated for the additional time.

Section 7. Dues and Subscriptions

The City agrees to budget and pay for the professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for continued professional participation, growth, and advancement, and for the good of the City subject to the City's determination as to what is necessary.

Section 8. Professional Development

The City shall budget and pay for the travel and subsistence expenses of the Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of the Employee and to adequately pursue necessary official and other national, regional, state, and local governmental groups and committees thereof which the Employee serves as a member, subject to City's determination as to what is necessary.

Section 9. Other Terms and Conditions of Employment

A. The City Council shall fix such other terms and conditions of employment as it may determine from time to time relating to performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, or any other law.

B. All provisions of the City Charter and Code, and the Personnel Rules, Policies, and Administrative Regulations of the City relating to vacation and sick leave, retirement and retirement system contributions, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to the Employee as they would to other employees of City, in addition to said benefits enumerated specifically for the benefit of the Employee. The Employee shall pay the same amount of employee and dependent premiums for the City health and dental plans as paid by other employees of the City.

C. The Employee shall accrue vacation and sick leave benefits as follows:

1. Vacation: The Employee shall accrue vacation hours as set forth under Personnel Rule 15, Section 4(C). Personnel Rule 15, Section 5 shall apply to the Employee's accrual of vacation credits in excess of 240 hours. Excess vacation hours may be contributed to the Retirement Health Savings Plan as provided in CC-Reg. CM-57.

2. Sick Leave: The Employee shall accrue and use sick leave, including Statutory Sick Leave, as set forth in Personnel Rule 15 and may convert sick leave to vacation credits as provided under Rule 15 and the Sick Leave Conversion Program, CC-Reg. CM-71.

D. Payment of sick leave upon leaving City service or death:

1. Upon leaving City service, the Employee shall be entitled to compensation for accumulated sick leave under the provision of Personnel Rule 15 governing payment of sick leave for regular employees upon retirement.

2. If the Employee dies prior to leaving City service, the Employee's beneficiaries shall be entitled to compensation for the Employee's accrued sick leave as provided in Personnel Rule 15.

E. The Employee shall be covered by the City's insurance for malpractice and errors and omissions. City shall provide the Employee with term life insurance coverage in an amount equal to 1.5 times Employee's annual salary.

F. The Employee shall be provided an additional amount of $1,000.00 per year to be deposited into the City's Deferred Compensation Plan. The Employee may contribute additional amounts, up to the maximum allowed, to be deposited into the deferred compensation plan on a bi-weekly basis.

Section 10. General Provisions

A. The text herein shall constitute the entire Agreement between parties.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee.

C. If any provisions, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Section 11. Reappointment

Nothing in this Agreement shall give the Employee an employment right beyond the term set forth herein. In accordance with Section 2.09(c) of the Chandler City Charter, the reappointment of the Employee shall be at the pleasure of the City Council.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement.

FOR THE CITY	**FOR THE EMPLOYEE**
By: _____	By: _____
Mayor	Michelle Lue Sang

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

CHANDLER arizona
Community of Innovation

City Council Memorandum **Neighborhood Resources** **Memo No.** NR21-030

Date: July 12, 2021

To: Mayor and Council

Thru: Joshua H. Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
Leah Powell, Neighborhood Resources Director
Riann Balch, Community Resources Manager

From: Karin Bishop, Community Development and Resources Supervisor

Subject: Resolution No. 5497, Amending the Program Year 2019-2020 Annual Action Plan and Submitting Substantial Amendment #2 to the United States Department of Housing and Urban Development for its Consideration in Order to Receive Funding Under the Coronavirus Aid, Relief, and Economic Security Act; and Approving and Authorizing the Acting City Manager or His Designee to Submit Substantial Amendment #2 to the United States Department of Housing and Urban Development, Allocate Community Development Block Grant Coronavirus Funds to Prevent, Prepare for, and Respond to the Coronavirus, and Execute All Sub-Recipient Contracts.

Proposed Motion:

Move for City Council to pass and adopt Resolution No. 5497, amending the Program Year (PY) 2019-2020 Annual Action Plan and submitting Substantial Amendment #2 to the United States Department of Housing and Urban Development (HUD) for its consideration in order to receive funding under the Coronavirus Aid, Relief, and Economic Security (CARES) Act; and approving and authorizing the Acting City Manager or his designee to submit Substantial Amendment #2 to HUD, allocate Community Development Block Grant Coronavirus Funds - Tranche 3 (CDBG-CV3) to prevent, prepare for, and respond to the Coronavirus, and execute all sub-recipient contracts.

Background:

On March 27, 2020, Congress passed the CARES Act, which made available $5 billion in CDBG-CV funds to prevent, prepare for, and respond to the COVID-19 pandemic. On April 2, 2020, the City of Chandler received an award of $849,415 in CDBG-CV (Tranche 1), with funding recommendations approved by City Council on May 14, 2020. On September 11, 2020, the City of Chandler received an additional award of $1,568,885 in CDBG-CV (Tranche 3) funding. HUD lifted the fifteen percent regulatory cap on CDBG and CDBG-CV funded public services for PY 2019-2020 and PY 2020-2021 to allow grantees to increase support for direct services to eligible persons impacted by the coronavirus pandemic.

As a prerequisite for receiving CDBG-CV3 funding, the City of Chandler is required to prepare and submit Substantial Amendment #2 to the PY 2019-2020 Annual Action Plan identifying how CDBG-CV3 funds will be utilized.

In compliance with HUD regulations and the Citizen Participation Plan, the City held a 30-day public comment period regarding the draft Substantial Amendment #2 to the PY 2019-2020 Annual Action Plan. The public comment period began Wednesday, June 9, 2021, and ended Thursday, July 8, 2021.

In addition, one public hearing was held on June 9, 2021, to ensure multiple opportunities for input from the community regarding the draft Substantial Amendment #2 to the PY 2019-2020 Annual Action Plan. Public comments received during the public comment period will be included in the finalized report submitted to HUD. A copy of Substantial Amendment #2 to the PY 2019-2020 Annual Action Plan is attached.

Discussion:

HUD awarded the City of Chandler CDBG-CV3 funding in the amount of $1,568,885. The City will utilize $1,255,108 for Public Service activities to provide homeless navigation and client services; bridge housing via hotel stays; and move-in assistance and other essential services. The remaining $313,777 will be utilized for program administration.

Financial Implications:

The City of Chandler will utilize federal CDBG-CV3 funds received into the Community Development Block Grant Fund 219; no match is required.

Attachments

Resolution No. 5497

Substantial Amendment #2

RESOLUTION NO. 5497

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AMENDING THE PROGRAM YEAR 2019-2020 ANNUAL ACTION PLAN AND SUBMITTING SUBSTANTIAL AMENDMENT #2 TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR ITS CONSIDERATION IN ORDER TO RECEIVE FUNDING UNDER THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT; AND APPROVING AND AUTHORIZING THE ACTING CITY MANAGER OR HIS DESIGNEE TO SUBMIT SUBSTANTIAL AMENDMENT #2 TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, ALLOCATE COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS FUNDS TO PREVENT, PREPARE FOR, AND RESPOND TO THE CORONAVIRUS, AND EXECUTE ALL SUBRECIPIENT CONTRACTS.

WHEREAS, in March 2020, Congress enacted Public Law 116-136, the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), which provided funding to the United States Department of Housing and Urban Development (HUD) to allocate supplemental Community Development Block Grant (CDBG) funding; and

WHEREAS, Title XII of Division B of the CARES Act made available $5 billion in Community Development Block Grant Coronavirus (CDBG-CV) funds to prevent, prepare for, and respond to the coronavirus pandemic; and

WHEREAS, the City of Chandler, Arizona has been allocated $1,568,885 in funding from HUD to be used toward the above mentioned purposes; and

WHEREAS, in order to receive this funding, the City must amend its Program Year (PY) 2019-2020 Annual Action Plan which was approved by Council through Resolution No. 5263, and submit said Substantial Amendment #2 to HUD for its consideration; and

WHEREAS, the City of Chandler has, in coordination with the City's Housing and Human Services Commission, held a public hearing and presented the Substantial Amendment #2 to the PY 2019-2020 Annual Action Plan for the public's consideration; and

WHEREAS, the aforesaid Substantial Amendment #2 to the PY 2019-2020 Annual Action Plan has been available for a 30-day public comment, and in adherence to the Citizen Participation Plan; and

WHEREAS, this Council has determined by reviewing all pertinent information that it is necessary and in the best interest of the City of Chandler to approve and authorize the Substantial Amendment #2 to the PY 2019-2020 Annual Action Plan, with all documents and materials as may be required to HUD.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Chandler, Arizona, as follows:

Section 1. Approves the Substantial Amendment #2 to the PY 2019-2020 Annual Action Plan, that was prepared pursuant to the CARES Act and Community Development Block Grant (CDBG) program, a copy of which shall be kept on file in the office of the Director of Neighborhood Resources.

Section 2. Approves and authorizes the Acting City Manager, or his designee, to execute and submit the aforesaid Substantial Amendment #2 to the PY 2019-2020 Annual Action Plan, with all documents and materials as may be required to HUD.

Section 3. Authorizes the Acting City Manager, or his designee, to provide required policy and administrative assurances including civil rights, equal opportunity, citizen participation, relocation and property acquisition policy, environmental assurances, labor standards, and others as may be specified under federal law.

Section 4. Authorizes the Acting City Manager, or his designee, to take those actions necessary and prudent to implement the planned actions as described in the aforesaid Substantial Amendment #2 to the PY 2019-2020 Annual Action Plan including, but not limited to, the signing of contracts, expenditure of funds, the hiring of personnel and/or contractors, the scheduling of activities, the establishment of procedures for monitoring and evaluation of program activities and other steps necessary to ensure that the CDBG program can be carried out in a timely and effective manner.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____ day of July, 2021.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5497 was duly passed and adopted by the City Council of Chandler, Arizona, at a regular meeting held on the _____ day of July, 2021, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Substantial Amendment #2 Purpose: The City of Chandler received $1,568,885 in Community Development Block Grant-Coronavirus (CDBG-CV) funds (Tranche 3) through the CARES Act to prepare for, prevent and respond to the Coronavirus. Substantial Amendment #2 details how funds will be used for this purpose.

Substantial Amendment #1 Purpose: The City of Chandler received $849,415 in Community Development Block Grant-Coronavirus (CDBG-CV) funds (Tranche 1) through the CARES Act to prepare for, prevent and respond to the Coronavirus. The City released a Notice of Funds Availability to request proposals for Public Services to assist low-mod income Chandler residents impacted by Coronavirus. This Substantial Amendment details how funds will be used for this purpose.

Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

The Action Plan provides a description of the City of Chandler's programs and projects for Fiscal Year 2019-2020, along with funding announcements for the CDBG program. The City is a member of the Maricopa County HOME Consortium (HOME Consortium), which is the "lead agency" for HUD HOME Investment Partnerships funds and applies for HOME funds through the HOME Consortium Annual Action Plan. Chandler HOME-funded activities are included in Maricopa County's Annual Action Plan.

This Action Plan defines one-year activities in relationship to the five-year goals and objectives of the City's 2015-2019 Consolidated Plan submitted to HUD on May 15, 2015. HUD released FY 2019-2020 annual allocation information on April 12, 2019, which delayed grantees' Annual Action Plan submissions until 60 days after the release date or August 16, 2019, whichever comes first. The City of Chandler's Annual Action Plan due date was delayed until 60 days after the allocation release date, or June 11, 2019.

The City makes funding allocations based on community priorities and input. The funding recommendations for the CDBG program in this plan are based on FY 2019-2020 allocations from HUD. The City received a decrease of $83,629 in CDBG funding in comparison to FY 2018-2019 levels. The City of Chandler Housing and Human Services Commission (HHSC) was tasked with determining how to redistribute CDBG funds in light of this decrease, and the impact of the decrease on specific activities is provided in the "Projects" portion of this Plan.

The City of Chandler held a public comment period on the draft Annual Plan from March 27, 2019 to April 25, 2019. Public hearings on the draft Annual Plan were held at a Special Meeting of the Housing and Human Services Commission (HHSC) on March 27, 2019 and at a City Council meeting on April 8, 2019 (with a continuation to April 11, 2019), to ensure opportunities for public input. A second 15-day

public comment period regarding CDBG funding recommendations was held from May 17, 2019 to May 31, 2019. Final approval from City Council was received on May 23, 2019.

On March 27, 2020, Congress passed the CARES Act, which made available $5 billion in CDBG-CV to prevent, prepare for, and respond to the Coronavirus. Of this amount, HUD allocated $2 billion, to include an award of $849,415, to the City of Chandler. In addition, HUD lifted the fifteen percent regulatory cap on CDBG funded public services for Fiscal Years 2019-2020 and 2020-2021 to allow grantees to increase support for direct services to eligible persons impacted by the pandemic. On April 24, 2020, the Neighborhood Resources Department released a Notice of Funding Availability (NOFA) requesting proposals from non-profit organizations serving Chandler residents for the services of Food Assistance and Rent and Utility Assistance. Projects recommended for funding are detailed in a Substantial Amendment to the 2019 Annual Action Plan. The Citizen Participation Plan is also amended to allow for a condensed public comment period and alternative methods for public hearings.

As noted above, on March 27, 2020, Congress passed the CARES Act, which made available $5 billion in CDBG-CV to prevent, prepare for, and respond to the Coronavirus. On September 11, 2020 HUD allocated the remaining CDBG-CV funds (Tranche 3), including an award of $1,568,885, to the City of Chandler. HUD lifted the fifteen percent regulatory cap on CDBG funded public services for Fiscal Years 2019-2020 and 2020-2021 to allow grantees to increase support for direct services to eligible persons impacted by the pandemic. Herein, these funds will be referred as CDBG-CV3. Projects recommended for CDBG-CV3 funding are detailed in a Substantial Amendment #2 to the 2019 Annual Action Plan. In compliance with the current Citizen Participation Plan, the City conducted one public hearing and a 30-day public comment period.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

Affordable Housing

The City received two applications for CDBG funds to address affordable housing conditions during the coming year. The City plans to allocate CDBG funds to agencies that will:

- Provide Emergency Home Repairs for 9 low- and moderate-income homeowners.
- Provide Homeowner Rehabilitation for 39 low- and moderate-income homeowners.

The City received two applications for HOME funds to address affordable housing conditions during the coming year. The City plans to allocate HOME funds to both agencies:

- Provide tenant-based rental assistance to 25 previously homeless households, including both individuals and families.
- Assist two first-time homebuyers to purchase homes through the Chandler Community Land Trust.

Human Services, Homelessness and Special Needs Populations

The City received eight applications for CDBG funds to provide services for low- and moderate-income households, people experiencing homelessness, and people with special needs. The City plans to allocate CDBG funds to agencies that will provide:

- Case management and supportive services for 24 households experiencing homelessness, participating in the City's Tenant-Based Rental Assistance Program.
- Assistance to find housing and employment for 94 households experiencing homelessness, including connection to education, services, and income benefits.
- Case management and scattered-site, rapid re-housing for 6 families experiencing homelessness.
- Fair housing education, outreach, counseling, and enforcement for 300 Chandler residents.
- Out of school programming for 329 Chandler youth ages 6-18, who reside in Chandler's four Public Housing Family sites.
- Client services for 150 Chandler residents experiencing homelessness, housing insecurity, or crisis intervention.

The City received seven applications for CDBG-CV public service funds to assist low-mod income households impacted by Coronavirus. The City will provide funding for the following activities:

- Food Assistance
- Rent and Utility Assistance
- Homeless Navigation and Client Services

The City will provide funding for the following projects and activities:

- Homeless Navigation and Client Services
    - 4 FTE Temp Community Navigators
    - Bridge Housing Services
    - Move-In Assistance
    - Essential Services
- Administration

Non-housing Community Development

The City received seven applications for CDBG funds for capital projects and neighborhood revitalization activities. During FY 2019-2020, the City will provide funding to organizations for the following activities:

- Proactive code enforcement to reduce deteriorating areas and refer households for housing rehabilitation assistance, benefitting 13,767 people.
- ADA compliance improvements and Crime Prevention Through Environmental Design (CPTED) standards to East Mini Park as part of a larger park renovation, increasing accessibility and benefitting 9,873 individuals.
- Permanent shade structure at the Compadre branch of the Boys and Girls Club of the East Valley, benefitting 1,500 Chandler youth.
- Upgrade the kitchen in two community living homes for individuals with intellectual and development disabilities (i.e., autism, cerebral palsy, cognitive learning disabilities, etc.).

In addition to applications for CDBG funds, the City also received 60 applications for General Fund resources to provide services and address the needs of special populations and people experiencing homelessness. The City plans to allocate General Funds to agencies that will provide:

- Transportation services for low-income veterans.
- Services that address the needs of families in crisis, special populations, and youth.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

This is the fifth year of the 2015-2019 HUD 5-year Consolidated Plan. During the first four program years, the City made significant progress towards meeting housing rehabilitation, tenant based rental assistance, emergency shelter and community facilities goals. The City made expected progress towards providing assistance to first-time homebuyers, support services and case management, basic needs, and code enforcement goals. In the first three program years of its current Consolidated Plan, Chandler used CDBG funds to provide emergency home repairs for 86 low and moderate income homeowners and home rehabilitation for 25 low and moderate income homeowners. Through the Maricopa County HOME Consortium, the City provided tenant based rental assistance to 77 households and made 5 homes available for sale to low and moderate income homeowners through acquisition and rehabilitation.

In the first three program years of its current Consolidated Plan, the City's Public Housing Youth Program served more than 1,000 Chandler youth with educational and skills building programs. CDBG funds were also used for emergency shelter programs and case management for previously-homeless individuals

and households. The City and its partner agencies served about 450 individuals or households through these programs. Fair housing education was provided to more than 150 residents.

In terms of neighborhood revitalization and community development activities, the City conducted targeted code enforcement in low and moderate income areas during the first three program years of its current Consolidated Plan. The City also designed upgrades to the Family Investment Center, constructed restroom improvements at Navarette Park, and made lighting improvements at Gazelle Meadows Park.

The City continued to monitor program performance to meet all administrative requirements of HUD programs. The Consolidated Annual Performance Report will be completed in fall of 2019 for the 2018-2019 program year and will provide detailed information regarding the progress made towards 5-year Consolidated Plan goals during the most recent program year.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

City staff conducted an application workshop in October, 2018, that was open to the public and key stakeholders.

Once a draft of the Annual Action Plan was prepared, the City of Chandler held a public comment period from March 27, 2019 to April 25, 2019. In addition, a public hearing was held on March 27, 2019, at a Special Meeting of the Housing and Human Services Commission. A second public hearing was held on April 8, 2019 (with a continuation to April 11, 2019), at the Chandler City Council meeting, to ensure multiple opportunities for input from the community. Both sessions were held at City of Chandler Council Chambers, 88 East Chicago Street, Chandler, AZ 85225. A total of 12 comments were received - 7 oral and 5 written - which are provided in an appendix to this Plan.

A second, 15-day public comment period on CDBG funding recommendations was held from May 17, 2019 to May 31, 2019. No comments were received during the second public comment period.

The final Annual Action Plan was approved by City Council on May 23, 2019.

On April 24, 2020, the Neighborhood Resources Department released a Notice of Funding Availability (NOFA) requesting proposals from non-profit organizations serving Chandler residents for the services of Food Assistance and Rent and Utility Assistance. Representatives from sixteen local non-profit organizations attended a pre-proposal webinar. Seven applications were received by the April 30, 2020 application deadline.

A draft of the Substantial Amendment to the 2019 Annual Action Plan was prepared, along with an amended Citizen Participation Plan to allow for a condensed public comment period and alternative

methods for public hearings. Also included in the Substantial Amendment were the funding recommendations for how CDBG-CV would be distributed to assist low-mod income households impacted by Coronavirus. The City of Chandler held a 5-day public comment period from May 9, 2020 through May 13, 2020, and a public hearing was held during the Housing and Human Services Commission meeting on May 13, 2020. The Substantial Amendment was presented to Mayor and City Council for approval on May 14, 2020. No comments were received during the public comment.

A draft of the Substantial Amendment #2 to the 2019 Annual Action Plan was prepared and included the funding recommendations for how CDBG-CV3 would be distributed to assist households with low and moderate income who are impacted by Coronavirus. The City of Chandler is holding a 30-day public comment period from June 9, 2021 through July 8, 2021, and a public hearing was held during the Housing and Human Services Commission meeting on June 9, 2021. The Substantial Amendment is scheduled to be presented to Mayor and City Council for approval on July 15, 2021. All public comments received will become a part of the permanent record.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

Twelve comments were received during the public comment periods and at the public hearings for this Annual Action Plan. Six comments expressed support for funding for homeless housing and programs and two comments expresed support for additional affordable housing development. Three comments from one resident involved concerns about support for homeless programs. The comments are provided in an appendix to this Plan.

The City will fund activities that address the need for affordable housing and homeless housing and services during the 2019-2020 program year. The City also met multiple times with the resident who expressed concern about the City utilizing CDBG funds to support programs to assist persons experiencing homelessness to better understand her concerns and provide education about funded services.

6. Summary of comments or views not accepted and the reasons for not accepting them

There were no views or comments not accepted by the City.

7. Summary

The City continues to work towards meeting the numeric, administrative and programmatic goals established in the 5-year HUD Consolidated Plan. The focus continues to be on 1) improving neighborhoods through housing rehabilitation, facilities improvements, and code enforcement, and 2) providing necessary services to meet the needs of Chandler's most vulnerable residents.

The City is working diligently to serve low-mod income households who are impacted by Coronavirus, specifically in providing the most basic of needs such as food, housing stability in the form of rent and utility assistance, and homeless navigation and client services.

The City is working diligently to serve households with low and moderate income who are impacted by Coronavirus, specifically in addressing housing stability. The City of Chandler plans to increase its service activities to support households who are experiencing homelessness or who are at-risk of homelessness with the end of the federal eviction moratorium effective June 30, 2021. The City plans to address housing stability through the expansion of homeless navigation and client services, increasing the number of community navigators and providing a continuation of bridge housing services, move-in assistance, and essential services.

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	CHANDLER	
CDBG Administrator		Neighborhood Resources Department
HOME Administrator		

Table 1 – Responsible Agencies

Narrative

The mission of the City of Chandler Neighborhood Resources Department (NRD) is to strengthen and enrich the community by providing high quality services and resources through:

- Neighborhood revitalization
- Resident empowerment
- Promotion and celebration of diversity
- City code enforcement
- Excellent housing assistance

Consolidated Plan Public Contact Information

Karin Bishop, Community Development and Resources Supervisor
City of Chandler Neighborhood Resources Department
Community Development Division
235 S Arizona Ave

Chandler, AZ 85225
480-782-4353
community.development@chandleraz.gov

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

In developing the FY 2019-2020 Annual Action Plan, the City of Chandler Housing and Human Services Commission conducted an application workshop in October, 2018, that was open to the public and key stakeholders. The City held a public comment period on the draft Annual Action Plan from March 27, 2019 to April 25, 2019. Two public hearings were held during that time. One at a Special Meeting of the Housing and Human Services Commission on March 27, 2019, and a second at the Chandler City Council meeting on April 8, 2019 (with a continuation to April 11, 2019). A second, 15-day public comment period regarding CDBG funding recommendations was held from May 17, 2019 to May 31, 2019. The final Annual Action Plan was approved by City Council on May 23, 2019.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

The City works closely with local non-profits such as AZCEND, Community Bridges, and For Our City Chandler to ensure its activities are coordinated across public and assisted housing providers and providers of other services. These agencies are comprised of representatives of civic, business, and faith organizations, and local housing and social service agencies. The agencies meet regularly to coordinate resources throughout the community and to discuss community concerns. These agencies also directly address the needs of people experiencing homelessness and how to best coordinate resources to address their needs, as well as the needs of people who are at risk of homelessness and those who have recently transitioned to permanent housing. As a result of these efforts, the City will continue to use HOME funds received through its membership in the Maricopa County HOME Consortium to provide tenant-based rental assistance for individuals and families experiencing homelessness. The City will also provide support to homeless Chandler families by facilitating coordinated care and communicating with other service providers who provide basic needs to low- and moderate-income individuals in the Chandler community.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City of Chandler is actively involved in the Maricopa County Continuum of Care (COC) managed by the Maricopa Association of Governments. One of the City's Councilmembers co-chairs the COC board and staff attend meetings to ensure that the City's efforts to address the needs of homeless persons and persons at risk of homelessness are both consistent with and complement the COC efforts.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Chandler is not an ESG grantee.

2. Agencies, groups, organizations and others who participated in the process and consultations

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	About Care, Inc.
	Agency/Group/Organization Type	Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency participated in public meeting.
2	**Agency/Group/Organization**	BIG BROTHERS BIG SISTERS OF CENTRAL AZ
	Agency/Group/Organization Type	Services-Children Regional organization
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency participated in public meeting.
3	**Agency/Group/Organization**	BOYS AND GIRLS CLUB OF METROPOLITAN PHOENIX
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency participated in public meeting.

4	**Agency/Group/Organization**	AZCEND
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-homeless Business and Civic Leaders
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency participated in public meeting and provided a written comment. A representative from Chandler's I-HELP program (run by AZCEND) also participated in a public meeting.
5	**Agency/Group/Organization**	Chandler Education Foundation
	Agency/Group/Organization Type	Services-Children Services-Education Publicly Funded Institution/System of Care Other government - Local Business and Civic Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Economic Development Anti-poverty Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency participated in public meeting.
6	**Agency/Group/Organization**	Chandler Gilbert ARC
	Agency/Group/Organization Type	Services-Persons with Disabilities Services-Health Services-Employment
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency participated in public meeting.
7	**Agency/Group/Organization**	City of Chandler
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency participated in public meeting.
8	**Agency/Group/Organization**	Dignity Health Chandler Regional Medical Center
	Agency/Group/Organization Type	Services-Health Health Agency Publicly Funded Institution/System of Care
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency participated in public meeting.

9	**Agency/Group/Organization**	Fans Across America
	Agency/Group/Organization Type	Services-Children Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency participated in public meeting.
10	**Agency/Group/Organization**	Resurrection Street Ministry, Inc.
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency participated in public meeting.
11	**Agency/Group/Organization**	SAVE THE FAMILY
	Agency/Group/Organization Type	Housing Services-homeless Services - Victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Homelessness Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency participated in public meeting.
12	**Agency/Group/Organization**	ASSOCIATION FOR SUPPORTIVE CHILD CARE
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency participated in public meeting.
13	**Agency/Group/Organization**	CHILD CRISIS CENTER
	Agency/Group/Organization Type	Services-Children Services-Victims of Domestic Violence
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency participated in public meeting.
14	**Agency/Group/Organization**	Neighbors Who Care
	Agency/Group/Organization Type	Services-Elderly Persons Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency participated in public meeting.

15	**Agency/Group/Organization**	Matthew's Crossing Food Bank
	Agency/Group/Organization Type	Services - low income families
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency participated in public meeting.
16	**Agency/Group/Organization**	A NEW LEAF
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Homelessness Strategy Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency participated in public meeting.
17	**Agency/Group/Organization**	NEWTOWN COMMUNITY DEVELOPMENT CORPORATION
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency participated in public meeting.
18	**Agency/Group/Organization**	CARE Center
	Agency/Group/Organization Type	Services-Health

	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency participated in public meeting.
19	**Agency/Group/Organization**	Desert Sounds Performing Arts
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Homelessness Strategy Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency participated in public meeting.
20	**Agency/Group/Organization**	Chrysalis Shelter
	Agency/Group/Organization Type	Housing Services-Victims of Domestic Violence Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency participated in public meeting.

21	**Agency/Group/Organization**	HOMEWARD BOUND
	Agency/Group/Organization Type	Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency participated in public meeting.
22	**Agency/Group/Organization**	CATHOLIC CHARITIES OF THE EAST VALLEY
	Agency/Group/Organization Type	Services-Children Services-Victims of Domestic Violence Services-Health Services - Immigrants and Refugees
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency participated in public meeting.
23	**Agency/Group/Organization**	notMYkid
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency participated in public meeting.
24	**Agency/Group/Organization**	One Small Step
	Agency/Group/Organization Type	Services - Clothing
	What section of the Plan was addressed by Consultation?	Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency participated in public meeting.
25	**Agency/Group/Organization**	Live Love Inc
	Agency/Group/Organization Type	Services-Elderly Persons Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Housing Community Development Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency participated in public meeting.
26	**Agency/Group/Organization**	HOLY TRINITY LUTHERAN CHURCH
	Agency/Group/Organization Type	Church / Faith-Based Organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency participated in public meeting.
27	**Agency/Group/Organization**	Chandler Lacrosse
	Agency/Group/Organization Type	Services - youth sports
	What section of the Plan was addressed by Consultation?	Community development needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency participated in public meeting.
28	**Agency/Group/Organization**	Animal Defense League of Arizona
	Agency/Group/Organization Type	Services - other
	What section of the Plan was addressed by Consultation?	Community development needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency participated in public meeting.
29	**Agency/Group/Organization**	Mesa United Way
	Agency/Group/Organization Type	Funding org. for services to lower income households, veterans, and others
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency participated in public meeting.
30	**Agency/Group/Organization**	JUNIOR ACHIEVEMENT
	Agency/Group/Organization Type	Services-Children Services-Education
	What section of the Plan was addressed by Consultation?	Anti-poverty Strategy Community development needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency participated in public meeting.
31	**Agency/Group/Organization**	Marc Community Resources
	Agency/Group/Organization Type	Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency participated in public meeting.
32	**Agency/Group/Organization**	Friends of Chandler Public Library
	Agency/Group/Organization Type	Library
	What section of the Plan was addressed by Consultation?	Community development needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency participated in public meeting.

33	**Agency/Group/Organization**	IMPROVING CHANDLER AREA NEIGHBORHOODS, (ICAN)
	Agency/Group/Organization Type	Services-Children Services-Education Services - Youth and Families
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Economic Development Community development needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency participated in public meeting.
34	**Agency/Group/Organization**	The Salvation Army
	Agency/Group/Organization Type	Services – Children Services – Homeless Services - Education
	What section of the Plan was addressed by Consultation?	Homeless Needs – Chronically Homeless Homeless Needs – Families with Children
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency participated in public meeting.
35	**Agency/Group/Organization**	Si Se Puede
	Agency/Group/Organization Type	Services – Children Services - Education
	What section of the Plan was addressed by Consultation?	Non-homeless Special Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency participated in public meeting.
36	**Agency/Group/Organization**	Mission of Mercy
	Agency/Group/Organization Type	Services – Health Services – Elderly Persons Services – Persons with Disabiities
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-Poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency participated in public meeting.
37	**Agency/Group/Organization**	YMCA
	Agency/Group/Organization Type	Services – Children
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency participated in public meeting.
38	**Agency/Group/Organization**	FSL Home Improvements
	Agency/Group/Organization Type	Services – Elderly Persons Services – Persons with Disabilities Services - Housing
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency participated in public meeting.
39	**Agency/Group/Organization**	Central Arizona Shelter Services (CASS)
	Agency/Group/Organization Type	Services – Homeless Services – Persons with Disabilities Services - Housing
	What section of the Plan was addressed by Consultation?	Homeless Needs – Chronically Homeless Homelessness – Veterans Homelessness Strategy Anti-Poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency participated in public meeting.

Identify any Agency Types not consulted and provide rationale for not consulting

All agency types were consulted.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Maricopa Association of Governments	The City's strategies to address homelessness are consistent with the Continuum of Care strategy.
City of Chandler General Plan	City of Chandler	The goals of the General Plan support the goals of the City's Consolidated Plan.

Table 3 - Other local / regional / federal planning efforts

Narrative

AP-12 Participation - 91.401, 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

The City held two public meetings to discuss available resources and community needs and priorities – one with the HHSC on March 27, 2019 and one with City Council on April 8, 2019 (with a continuation to April 11, 2019). City staff also conducted a public meeting and application workshop in October, 2018. Nine comments were received at these meetings. Additionally, as the City received applications for both HUD-funded and General Fund activities, the community made clear those activities that were most important and workable during the coming year.

The City held a public comment period on the draft Annual Action Plan from March 27, 2019 to April 25, 2019. A second, 15-day public comment period regarding CDBG funding recommendations was held from May 17, 2019 to May 31, 2019. The draft was available for review at the Neighborhood Resources Department or online at https://www.chandleraz.gov/residents/neighborhood-resources/community-development/plans-and-reports. Three written comments were received during the first public comment period and no comments were received during the second. These comments are provided in an appendix to this Plan.

The Action Plan was available at the Neighborhood Resources Department or online at https://www.chandleraz.gov/residents/neighborhood-resources/community-development/plans-and-reports.

In response to the Coronavirus Pandemic (COVID-19), President Trump authorized the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136 on March 27, 2020. As a result, the U.S. Department of Housing and Urban Development (HUD) awarded the City of Chandler $849,415 in Community Development Block Grant-Coronavirus (CDBG-CV) funds to prevent, prepare for, and respond to COVID-19.

The City of Chandler prepared funding recommendations for how CDBG-CV funds would be disbursed, and updated its Citizen Participation Plan to reflect the allowance for a 5-day public comment period and for a virtual public hearing. Proposed funding recommendations were available for review and public comment beginning May 9, 2020, through May 13, 2020 at the City of Chandler Neighborhood Resources Office, 235 S. Arizona Avenue, Chandler, AZ 85225 and on the City of Chandler website.

The public was also invited to attend the public hearing held during the Housing and Human Services Commission meeting on May 13, 2020, where public comments may be received. In-person attendance was welcome. However, due to the public health emergency and the order by

Governor Ducey to limit gatherings and the spread of COVID-19, the City of Chandler also provided the public an opportunity to participate virtually via WebEx or phone. No comments were received during the public comment period.

The Coronavirus Pandemic (COVID-19), the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136 was enacted into law on March 27, 2020. As a result, the U.S. Department of Housing and Urban Development (HUD) awarded the City of Chandler $1,568,885 in Community Development Block Grant-Coronavirus Tranche 3 (CDBG-CV3) funds to prevent, prepare for, and respond to COVID-19.

The City of Chandler prepared funding recommendations for how CDBG-CV3 funds would be disbursed, and the proposed funding recommendations are available for review and public comment beginning June 9, 2021, through July 8, 2021 at the City of Chandler Neighborhood Resources Office, 235 S. Arizona Avenue, Chandler, AZ 85225 and on the City of Chandler website.

The public was also invited to attend the public hearing held during the Housing and Human Services Commission meeting on June 9, 2021, where public comments may be received. In-person attendance was welcome. The City of Chandler also provided the public an opportunity to participate virtually via WebEx or phone. All public comments received will become a part of the permanent record.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Non-targeted/broad community	City staff members.	No comments received.	n/a	
2	Public Meeting	Non-targeted/broad community	All members of the Housing and Human Services Commission; City staff members.	Two comments received regarding homeless programs.	n/a	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Public Hearing	Non-targeted/broad community	The City Council meeting was open to all members of the public and televised.	Seven comments received regarding homeless programs and affordable housing.	n/a	
4	Public Hearing	Non-targeted/broad community	The Housing and Human Services Commission meeting was open to all members of the public and televised.	No comments received.	n/a	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
5	Public Hearing	Non-targeted/broad community	One public hearing was held at the Housing and Human Services Commission meeting on June 9, 2021. The public had the opportunity to attend the public hearing in-person or virtually via WebEx or phone.	All public comments received will become a part of the permanent record.	n/a	

6	Newspaper Ad	Non-targeted/broad community	Public notice announcing the public hearing on June 9, 2021 and the 30-day public comment period for the draft Substantial Amendment #2 to the 2019-2020 Annual Action Plan was published in The Arizona Republic, a local newspaper with general circulation in the community, and also posted in the Neighborhood Resources Office and the City Clerk's office.	All public comments received will become a part of the permanent record.	n/a	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
7	Internet Outreach	Non-targeted/broad community	The draft Substantial Amendment #2 to the 2019-2020 Annual Action Plan was made available on the City's website during the 30-day public comment period for all interested parties to view and provide comment. Public notices were also posted on the City's website announcing the public hearing and the 30-day public comment period.	All public comments received will become a part of the permanent record.	n/a	https://www.chandleraz.gov/residents/neighborhood-resources/community-development/plans-and-reports

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

The City of Chandler receives Community Development Block Grant funding from the US Department of Housing and Urban Development (HUD) as an 'entitlement community' and is the CDBG lead agency; funds are received based on an annual formula.

The City also receives HUD HOME funding as a member of the Maricopa County HOME Consortium (Consortium). The Consortium is a legal entity created through an intergovernmental agreement between Maricopa County, the Cities of Avondale, Chandler, Glendale, Peoria, Scottsdale, Surprise, Tempe and the Town of Gilbert. Each Consortium member receives a pro rata share of funds and uses them to meet the needs of their community. The County's 5-year Consolidated Plan and Annual Action Plans also include the housing needs and activities of Chandler.

In addition to HUD entitlement funds, the City of Chandler leverages numerous local resources to address the needs of its residents. In FY 2019-2020, the City anticipates using $1.19 million in local General Funds to focus on youth services, assisting families in crisis, services for special populations, and transportation services for low-income veterans.

The City also anticipates about $9.5 million in funding for Public Housing programs during FY 2019-2020, including $5.8 million for the Housing

Choice Voucher program, $2.9 million for the Public Housing program, and $840,000 in Public Housing capital funds.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,369,267	0	109,839	1,479,106	0	Community Development Block Grant (CDBG) funds may be used for a variety of activities that meet the needs of low and moderate income residents and communities. Eligible activities are public services, economic development, and capital improvements such as infrastructure, facilities, and housing. Each activity must meet a HUD objective.

General Fund	public - local	Admin and Planning Economic Development Housing Public Services	1,193,735	0	0	1,193,735	0	Social Services Fund allocates funding to non-profit agencies that provide supportive human (public) services to low- and moderate-income Chandler residents. Acts of Kindness Program was developed in July 2000 to give residents an opportunity to voluntarily contribute $1 with their utility payment each month. AOK supports human service programs that provide basic needs such as food, shelter, clothing, medical services and transportation to low income Chandler residents. Youth Enhancement Program supports the development and operation of programs for youth activities, scholarships, sports activities, mentoring, intervention and learning programs. Veterans Transportation Program funds agencies that provide transportation for low-income veterans to services centers and other locales. The City also provides general funds for homeless navigation and emergency lodging for people experiencing homelessness.
Public Housing	public - federal	Housing	840,000	0	0	840,000	0	The Capital Fund provides funds, annually, to Public Housing Agencies (PHAs) for the development, financing,

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
Capital Fund								and modernization of Public Housing developments and for management improvements. The funds may not be used for luxury improvements, direct social services, cost funded by other HUD programs, and ineligible activities as determined by HUD on a case-by-case basis.
Section 8	public - federal	Housing	5,776,364	0	0	5,776,364	0	Housing choice vouchers allow very low-income families to choose and lease or purchase safe, decent, and affordable privately-owned rental housing.
Other	public - federal	Admin and Planning Public Services	849,415	0	0	849,415	0	The City will utilize CDBG-CV funds received through the CARES Act to prepare for, prevent, and respond to the Coronavirus. Funds will be used over a two-year period to prevent homelessness and hunger, and provide for the health and welfare of persons experiencing homelessness, who are impacted by COVID-19.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
Other	public - federal	Admin and Planning Public Services	$1,568,885	0	0	$1,568,885	0	The City will utilize CDBG-CV3 funds received through the CARES Act to prepare for, prevent, and respond to the Coronavirus. Funds will be used to prevent homelessness and provide housing stability for households with low and moderate income who are impacted by Coronavirus.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

General funds are provided annually to assist local non-profits with social services, youth enhancement services, transportation for veterans, homeless navigation, and emergency lodging for people experiencing homelessness to leverage federal funds for public service activities. Local bond funds supplement federal funding for capital improvement projects. HOME match requirements are met on a project by project basis, with all match funds currently retained by Maricopa County.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City does not have publicly owned land or property that will be used to address the needs identified in this plan.

Discussion

In addition to CDBG funds, the City of Chandler dedicates General Fund resources to support agencies that address the needs of the City's most vulnerable residents. The City received applications for $1,929,692 from 60 applicants in FY 2019-2020.

In FY 2019-2020, the Housing and Human Services Commission will continue to focus on:

1. Youth services, including educational support, health programs, and prevention/intervention activities.
2. Families in crisis, including crisis intervention, temporary assistance, basic needs, and support services focused on employment assistance and adult education.
3. Special populations, including basic needs, independent living programs, socialization, and education services.
4. Transportation services for low-income veterans.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Owner-occupied Housing Rehabilitation	2015	2019	Affordable Housing	Citywide	Affordable Housing	CDBG: $372,883	Homeowner Housing Rehabilitated: 48 Household Housing Unit
2	Alleviate crisis & meet basic needs	2015	2019	Homeless Non-Homeless Special Needs Non-Housing Community Development	North of San Tan Freeway Citywide	Homelessness Human Services	CDBG: $145,419 CDBG-CV1: $679,532 CDBG-CV3: $1,255,108	Public service activities other than Low/Moderate Income Housing Benefit: 1744 Persons Assisted (CDBG-CV1); 500 Persons Assisted (CDBG-CV3) Public service activities for Low/Moderate Income Housing Benefit: 94 Households Assisted Homelessness Prevention: 216 Persons Assisted (CDBG-CV1); 150 Persons Assisted (CDBG-CV3)
3	Case Management Homeless	2015	2019	Homeless	Citywide	Homelessness	CDBG: $59,971	Public service activities for Low/Moderate Income Housing Benefit: 30 Households Assisted
4	Community Facilities	2015	2019	Public Housing Non-Housing Community Development	North of San Tan Freeway	Revitalization, Public Facilities & Infrastructure Human Services	CDBG: $322,900	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 11381 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Code Enforcement and Blight Removal	2015	2019	Non-Housing Community Development	North of San Tan Freeway	Revitalization, Public Facilities & Infrastructure	CDBG: $194,241	Housing Code Enforcement/Foreclosed Property Care: 13767 Household Housing Unit
6	Administration	2015	2019	administration	North of San Tan Freeway Citywide	Revitalization, Public Facilities & Infrastructure Affordable Housing Homelessness Human Services	CDBG: $273,853 CDBG-CV1: $169,883 CDBG-CV3: $313,777	Other: 1 Other

Table 6 – Goals Summary

Goal Descriptions

1	**Goal Name**	Owner-occupied Housing Rehabilitation
	Goal Description	The numeric goal includes only CDBG funds invested in this activity. Goals for HOME funds are included in the Maricopa County consortium Annual Action Plan.
2	**Goal Name**	Alleviate crisis & meet basic needs
	Goal Description	The numeric goal includes only CDBG funds for this activity. General funds may also be used to alleviate crisis and meet basic needs.

3	**Goal Name**	Case Management Homeless
	Goal Description	The numeric goal includes only CDBG funds for this activity. General funds may also be used to support emergency and transitional housing.
4	**Goal Name**	Community Facilities
	Goal Description	Improvements to community facilities.
5	**Goal Name**	Code Enforcement and Blight Removal
	Goal Description	The numeric goal includes only CDBG funds for this activity. General funds may also be used to support emergency and transitional housing.
6	**Goal Name**	Administration
	Goal Description	The City will administer CDBG funds in accordance with all statutory and regulatory requirements.

AP-35 Projects - 91.420, 91.220(d)

Introduction

The following projects will be funded using CDBG funds in FY 2019-2020. The City of Chandler's planned HOME activities are included in Maricopa County's Annual Action Plan. Section 8, Public Housing Capital Funds and General Funds are not included in these projects and will be dedicated to non-CDBG funded activities.

#	Project Name
1	AZCEND - TBRA Case Management Program
2	AZCEND - Housing and Stability Specialist
3	City of Chandler Housing and Redevelopment - Public Housing Youth Program
4	City of Chandler Community Development - Fair Housing Activities
5	City of Chandler Community Development - Client Services
6	Save the Family - Case Coordination and Homeless Housing
7	Boys & Girls Club of the East Valley - Shaded Outdoor Space
8	Chandler Gilbert Arc - Community Living Home Rehabilitation
9	City of Chandler Code Enforcement - Low-Mod Neighborhoods
10	City of Chandler Community Resources and Development - Homeowner Rehabilitation
11	City of Chandler Community Services - East Mini Park Improvements
12	FSL Home Improvements - Emergency Home Repair
13	CDBG Program Administration
14	CV-Public Services
15	CV-Program Administration
16	CV-Public Services
17	CV-Program Administration

Table 7 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City annually issues an RFP to distribute funding to nonprofit organizations and City departments that may utilize CDBG to address priority needs. The City requires grantees to include a performance measurement strategy in funding proposals to demonstrate that proposed services will enhance the lives of City residents and meet identified needs. The strategy quantifies long- and short-term goals, activities, outputs, and outcomes. It includes client demographics, projections of the number of individuals and households that will be served, and annual unit-of-service projections. The primary obstacle to addressing underserved needs is insufficient funding. In addition, many nonprofit agencies serve multiple jurisdictions in the region and few are dedicated solely to providing services in Chandler.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	AZCEND - TBRA Case Management Program
	Target Area	Citywide
	Goals Supported	Case Management Homeless
	Needs Addressed	Homelessness
	Funding	CDBG: $35,515
	Description	Case management for clients that are housed in the TBRA program and formally homeless singles or families.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	24 households assisted with case management services
	Location Description	AZCEND, 345 S California Street, Chandler, or other locations to meet the needs of clients
	Planned Activities	Case management program assists clients who participate in the City's TBRA program for singles and families that were homeless. The case manager will provide intensive, targeted intervention and assistance to the City's most chronic and medically vulnerable homeless population. The Case Manager will locate and establish relations with Chandler's homeless and determine their eligibility for the program. AZCEND will refer clients to the City for the program and when house AZCEND will perform case management services.
2	**Project Name**	AZCEND - Housing and Stability Specialist
	Target Area	Citywide
	Goals Supported	Alleviate crisis & meet basic needs
	Needs Addressed	Homelessness
	Funding	CDBG: $44,919
	Description	Housing stability case management for chronically and vulnerable homeless singles or families. The housing specialist will provide advocacy necessary to help maintain housing stability once homeless clients are housed. The specialist will conduct ongoing outreach to landlords and helps facilitate client needs as appropriate.
	Target Date	6/30/2020

	Estimate the number and type of families that will benefit from the proposed activities	94 households assisted with case management services
	Location Description	Citywide – engaging clients through iHelp or on City streets
	Planned Activities	Clients that are case managed will receive intake and prioritization for housing based on their level of acuity, moving most vulnerable homeless clients to higher levels of stability through supportive services, employment, and housing. Provide continuing case management with the target clients to assist them with accessing services (behavioral health, mental health, social services, food, SSI, healthcare, transportation, employment services).
3	**Project Name**	City of Chandler Housing and Redevelopment - Public Housing Youth Program
	Target Area	North of San Tan Freeway
	Goals Supported	Alleviate crisis & meet basic needs
	Needs Addressed	Human Services
	Funding	CDBG: $78,000
	Description	Activities are offered after school and during school breaks and include community sports and other specialized events. The after-school program is held at four family Public Housing site and offers homework assistance, art, and crafts and indoor/outdoor recreation on regular school days.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	329 youth provided with education programming
	Location Description	Four Public Housing sites in Chandler including 130 North Hamilton Street, 210 North McQueen Road, 73 South Hamilton Street, and 660 South Palm Lane
	Planned Activities	The youth program serves youth ages 6 to 18 who reside in Public Housing family sites.
4	**Project Name**	City of Chandler Community Development - Fair Housing Activities
	Target Area	Citywide

	Goals Supported	Alleviate crisis & meet basic needs
	Needs Addressed	Human Services
	Funding	CDBG: $7,500
	Description	Conduct fair housing activities to affirmatively further fair housing and promote free housing choice in the City of Chandler. Fair housing activities are essential in order to provide the community and housing providers with knowledge of their fair housing rights and responsibilities.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	300 people provided with fair housing education, outreach, counseling, and/or enforcement
	Location Description	Citywide
	Planned Activities	The program will provide fair housing activities to Chandler residents on their rights and responsibilities under Fair Housing Act of 1968.
5	**Project Name**	City of Chandler Community Development - Client Services
	Target Area	Citywide
	Goals Supported	Alleviate crisis & meet basic needs
	Needs Addressed	Human Services
	Funding	CDBG: $15,000
	Description	Client services for 150 Chandler residents experiencing homelessness, housing insecurity, or crisis intervention.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	150 low- and moderate-income people provided with assistance
	Location Description	Citywide
	Planned Activities	This program will provide direct client services to individuals who are experiencing homelessness in Chandler and will facilitate coordinated care and communications with other service providers who provide basic needs to low- and moderate-income individuals in the Chandler community.

6	**Project Name**	Save the Family - Case Coordination and Homeless Housing
	Target Area	Citywide
	Goals Supported	Case Management Homeless
	Needs Addressed	Homelessness
	Funding	CDBG: $24,456
	Description	Case management and supportive services for homeless families.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	6 homeless families assisted through case management and supportive services
	Location Description	Save the Family, 125 E. University Drive, Mesa, and other locations to meet the needs of Chandler clients
	Planned Activities	Case management and supportive services for homeless families.
7	**Project Name**	Boys & Girls Club of the East Valley - Shaded Outdoor Space
	Target Area	North of San Tan Freeway
	Goals Supported	Community Facilities
	Needs Addressed	Human Services
	Funding	CDBG: $25,000
	Description	Build a permanent shade structure on the outside patio of the Chandler Compadres branch of the Boys & Girls Club of the East Valley.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	1,500 youth
	Location Description	Boys & Girls Club of the East Valley, Compadres Branch, 300 East Chandler Boulevard, Chandler

	Planned Activities	This project will involve building a permanent shade structure on the outside patio of the Chandler Compadres branch of the Boys & Girls Club of the East Valley. The shade structure will provide opportunities throughout the year for youth to participate in outdoor programming including art, environmental education, recreation, gardening, and other positive developmental programming.
8	**Project Name**	Chandler Gilbert Arc - Community Living Home Rehabilitation
	Target Area	North of San Tan Freeway
	Goals Supported	Community Facilities
	Needs Addressed	Human Services
	Funding	CDBG: $56,450
	Description	Installation of an accessible kitchen in two Chandler Gilbert Arc community living homes, which support individuals with intellectual and developmental disabilities (IDD), (e.g. Autism, Cerebral Palsy, cognitive learning disabilities, etc.), and provide necessary living support for these individuals. Accessible kitchens allow persons with IDD to participate in meal preparation, an important component in building autonomy within a supportive living environment. Additional funds will be used to provide an adjustable sink in a third community living home.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	8 people with intellectual and developmental disabilities
	Location Description	Chandler Gilbert Arc Community Living Homes
	Planned Activities	Installation of an accessible kitchen in two Chandler Gilbert Arc Community Living Homes.
9	**Project Name**	City of Chandler Code Enforcement - Low-Mod Neighborhoods
	Target Area	North of San Tan Freeway
	Goals Supported	Code Enforcement and Blight Removal
	Needs Addressed	Revitalization, Public Facilities & Infrastructure
	Funding	CDBG: $194,241

	Description	The goal of this program is to improve and revitalize neighborhoods and housing conditions through the continued inspections and code enforcement in CDBG-eligible areas.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	13,767 households benefitted from code enforcement
	Location Description	Citywide in CDBG eligible census tracts
	Planned Activities	The goal of this program is to improve and revitalize neighborhoods and housing conditions through the continued inspections and code enforcement in CDBG-eligible areas.
10	**Project Name**	City of Chandler Community Resources and Development - Homeowner Rehabilitation
	Target Area	Citywide
	Goals Supported	Owner-occupied Housing Rehabilitation
	Needs Addressed	Affordable Housing
	Funding	CDBG: $200,000
	Description	Owner-occupied housing rehabilitation of single-family homes in Chandler.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	39 low- and moderate-income homeowners
	Location Description	Citywide
	Planned Activities	Housing rehab for Chandler residents that are low/moderate income households. Moderate rehab program allows up to $50,000 per home with a zero percent, deferred and forgivable loan to rehab health and safety improvements.
11	**Project Name**	City of Chandler Community Services - East Mini Park Improvements
	Target Area	North of San Tan Freeway
	Goals Supported	Community Facilities
	Needs Addressed	Revitalization, Public Facilities & Infrastructure

	Funding	CDBG: $241,450
	Description	Renovations to meet recommended ADA compliance improvements and Crime Prevention Through Environmental Design (CPTED) standards.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	9,873 persons benefitted from park improvements
	Location Description	East Mini Park, 605 East Erie Street, Chandler
	Planned Activities	This project will involve renovations to East Mini Park to meet recommended ADA compliance improvements and Crime Prevention Through Environmental Design (CPTED) standards. Funding will improve the usability, aesthetics, safety, and disabilities access of the park to benefit all residents.
12	**Project Name**	FSL Home Improvements - Emergency Home Repair
	Target Area	Citywide
	Goals Supported	Owner-occupied Housing Rehabilitation
	Needs Addressed	Affordable Housing
	Funding	CDBG: $172,883
	Description	Emergency home repair program for owner-occupied single-family homes.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	9 low- and moderate-income homeowners
	Location Description	Citywide
	Planned Activities	The program offers emergency home repair services for eligible low- and moderate-income homeowners.
13	**Project Name**	CDBG Program Administration
	Target Area	North of San Tan Freeway Citywide
	Goals Supported	Administration

	Needs Addressed	Revitalization, Public Facilities & Infrastructure Affordable Housing Homelessness Human Services
	Funding	CDBG: $273,853
	Description	Administration of CDBG activities.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	City of Chandler Community Development Department
	Planned Activities	Administration of CDBG activities.
14	**Project Name**	CDBG-CV Public Services
	Target Area	Citywide
	Goals Supported	Alleviate crisis & meet basic needs
	Needs Addressed	Homelessness Human Services
	Funding	CDBG-CV: $679,532
	Description	Public services to prepare for, prevent and respond to Coronavirus.
	Target Date	9/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	125 senior or disabled households (125 senior or disabled individuals) will receive home delivered meals; 72 households (216 individuals) will receive rent or utility assistance; 840 households (840 individuals) experiencing homelessness will receive essential services.
	Location Description	Services will be delivered to eligible households throughout the City of Chandler.
	Planned Activities	Home delivered meals; rent and utility assistance; homeless navigation and client services.
15	**Project Name**	CDBG-CV Program Administration
	Target Area	Citywide
	Goals Supported	Administration

	Need Addressed	Homelessness Human Services
	Funding	CDBG-CV; $169,883
	Description	Administration of CDBG-CV Activities
	Target Date	9/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	City of Chandler Community Development Department
	Planned Activities	Administration of CDBG-CV Activities
16	**Project Name**	CDBG-CV Public Services
	Target Area	Citywide
	Goals Supported	Alleviate crisis & meet basic needs
	Need Addressed	Homelessness Human Services
	Funding	CDBG-CV: $1,255,108
	Description	Public services to prepare for, prevent and respond to Coronavirus.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	500 households (500 individuals) experiencing homelessness will receive essential services; 150 households (150 individuals) will receive move-in assistance
	Location Description	Services will be delivered to eligible households throughout the City of Chandler.
	Planned Activities	homeless navigation and client services, bridge housing, move-in assistance, and other essential services
17	**Project Name**	CDBG-CV Program Administration
	Target Area	Citywide
	Goals Supported	Administration
	Need Addressed	Homelessness Human Services

	Funding	CDBG-CV: $313,777
	Description	Administration of CDBG-CV Activities
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	City of Chandler Community Development Department
	Planned Activities	Administration of CDBG-CV Activities

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of Chandler consists of approximately 65 square miles and shares boundaries with the Town of Gilbert, Cities of Mesa, Phoenix and Tempe, and the Gila River Indian Community. Chandler has reached its physical geographic limits, with the exception of a few remaining county islands.

Geographic Distribution

Target Area	Percentage of Funds
North of San Tan Freeway	54
Citywide	46

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Much of the development in the City of Chandler occurred over the past twenty-five years. However, the central city and several neighborhoods north of the San Tan Freeway (202) are long-established, and have higher concentrations of low- and moderate-income and minority households. There are 11 Census Block Groups where at least 51% of the population is low- and moderate-income, and another 30 where at least 34.87% of the population is low- and moderate-income; these are CDBG-eligible areas. The Neighborhood Resources Department (NRD) has elected to target funds to CDBG eligible areas north of the San Tan Freeway (202).

During Fiscal Year 2019-2020, Chandler will invest approximately 54% of CDBG resources (not including CDBG administration costs) in the target area north of the San Tan Freeway. For several other CDBG-funded activities such as homeowner rehabilitation and homeless case management, programs are available to eligible households throughout the city but the majority of clients who use these services live north of the San Tan Freeway. By overlaying resources and programs in geographic priority areas, the City realizes a visual impact and provides a comprehensive approach to neighborhood revitalization and stabilization. The Neighborhood Resources Department partners with other City departments and nonprofit organizations to assist vulnerable households and promote residential and neighborhood stability in a variety of ways including:

- Infrastructure improvements for parks, streets, water systems, and street lighting;
- Crisis, stabilization, and support services for households experiencing hunger and homelessness; at-risk youth; veterans and older adults; and
- Prevention and reduction of deteriorated areas through code enforcement, emergency home

repair, and housing rehabilitation.

Neighborhood and community programs are offered in partnership with the Chandler Police Department, which educates neighborhoods and assists with block watch programs. In addition, City Code Enforcement offers training and education on common code violations to avoid and address deteriorating conditions.

Discussion

Over the past several years, the City has been working to improve its process for allocating funds for human services to closely reflect the changing needs of the Chandler community and maximize positive outcomes. In the fall of 2010, an assessment was conducted to review the annual process and procedures for the allocation of funds to social services providers. Based on feedback from health and human service providers, and faith-based organizations, the Housing and Human Services Commission (HHSC) and Neighborhood Resources Council Subcommittee recommended funding to three population groups – youth, special populations, and families in crisis. Another Community Needs Assessment is scheduled for completion in 2019 to ensure funds continue to meet the needs of the evolving Chandler community.

AP-75 Barriers to affordable housing -91.420, 91.220(j)

Introduction

Affordable housing barriers are regulatory or financial systems that make it harder for developers to create affordable housing. Barriers to affordable housing development can occur at many levels – local, state and federal government, as well as in related industries, such as the real estate, insurance and finance industries. In recent years, Chandler has taken steps to encourage the development of affordable housing by updating its zoning ordinance and map and other land use controls.

HUD defines a regulatory barrier as "a public regulatory requirement, payment, or process that significantly impedes the development or availability of affordable housing without providing a commensurate health and/or safety benefit." This section refers to actions planned to remove or ameliorate negative effects of public policies that serve as barriers to affordable housing, such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City of Chandler General Plan recognizes the necessity of coordinating local planning efforts with Consolidated Plan goals and objectives. To this end, the City's General Plan suggests multiple land use policies that will make it easier for affordable housing developers to conduct infill and other affordable housing activities. The extent to which options available to the City are used during the coming year will depend upon the types of development proposals received by the City.

Seven possible barriers were identified in the City’s 5-year Consolidated Plan. During the coming year, the City’s General Plan and other regulatory changes will give the City the opportunity to:

- With passage of Ordinance Number 4685 in 2016, continue to approve remodeling, upgrading, and repurposing of existing nonresidential buildings located in the overlay district without having to follow suburban site development standards that would have

prevented their adaptive reuse.

- Increase allowable density for residential development / redevelopment projects within the City's Infill Incentive District dependent upon the merits of the site, infrastructure and compatibility with adjacent properties.
- Provide for expedited approvals upon request of the developer.
- Waive up to 40% of the required parking if supported by a parking demand study.

Discussion

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

This section outlines the actions the City will take during FY 2019-2020 to address obstacles to meeting underserved needs, foster and maintain affordable housing, reduce lead-based paint hazards, reduce the number of poverty-level families, and enhance organizational structure and coordination between housing and social service agencies.

Actions planned to address obstacles to meeting underserved needs

The primary obstacle to meeting underserved needs is insufficient funding. The City allocates general funds to activities for which limited federal funding is available. In FY 2019-2020, the City will allocate $1.19 million in general funds to meet underserved needs in Chandler. Actions and priorities to be supported through the City's general fund are summarized below.

Families in Crisis

In 2019, the Housing and Human Services Commission will continue its focus on the following priorities to strengthen the capacity of low- and moderate-income individuals and families to move toward their highest level of functionality and independence:

- Emergency Services: programs that support families and children in crisis as a result of child abuse, domestic violence, and/or behavioral health issues such as substance abuse and mental health issues.
- Temporary Assistance: programs that provide temporary financial assistance (utilities and rent) and support for individuals in accessing additional community resources.
- Basic Needs: programs that provide access to food and other basic needs, including clothing and hygiene supplies, to ensure basic physical health needs are met.
- Support Services: programs that provide employment assistance and/or adult education including basic education, literacy, English as a second language, financial literacy, workforce skills training and job search skills support; tax assistance; and programs that help families avert a crisis through supportive services, including affordable child care and transportation.
- Homelessness: programs that provide support services, shelter, and housing for individuals and families experiencing homelessness.

Special Populations

In 2019, the Housing and Human Services Commission will continue its focus on the following priorities to improve the quality of life for individuals with special needs:

- Basic Needs: programs that provide for basic needs addressing food insecurity, rental assistance,

health, and transportation programs.

- Independent Living: programs that allow seniors to safely age in place; persons with disabilities to live independently, including caregiver respite and support; home-delivered and congregate meals and nutrition programs; and supportive programs for grandparents raising grandchildren.
- Socialization, Recreation and Education: programs that provide opportunities to seniors or children and adults with disabilities to combat depression, maintain or improve functional living skills, aid in workforce readiness, improve physical health or enhance quality of life.
- Access to Transportation: programs that provide transportation for veterans.
- Specialized Training: programs that provide functional living skill training and pre-vocational training to individuals over the age of 18 with intellectual and developmental disabilities.

Youth Services

In 2019, the Housing and Human Services Commission will continue its focus on the following priorities for the use of local resources targeted to youth services:

- Education: programs that focus on academic achievement and support such as technology learning, tutoring, mentoring, and student leadership.
- Health: programs that provide basic health and nutrition services that support physical, behavioral, and mental health, and prevent childhood obesity.
- Prevention/Intervention: programs that support healthy social development through the prevention of violence and gang activity, substance abuse, teen pregnancy, and other risk behaviors.

Actions planned to foster and maintain affordable housing

In order to foster and maintain affordable housing, the City utilizes a combination of CDBG and HOME funding. A summary of FY 2019-2020 activities to foster and maintain affordable rental and for-sale housing is provided below. Note that there are no units that will be lost from the affordable housing inventory during the coming year.

Affordable Rental Housing Strategies

- Provide rental assistance for 25 formerly homeless low-income individuals or families, including assistance with rental payments, security deposits, and utility reimbursements. Provide additional support services to participants in transition from homelessness to housed through the Homeless Navigator Program.
- Provide Public Housing for 303 households.
- Provide monthly rental assistance for up to 486 households through the Housing Choice

Voucher Program.

Affordable Homeownership Strategies

- Through the FSL Home Improvements' Emergency Home Repair Program, assist 9 owner-occupied households make emergency repairs.
- Through the City's Homeowner Rehabilitation Program, assist 39 low- and moderate-income, single-family homeowners with significant housing rehabilitation needs.
- Assist two first-time homebuyers to purchase homes through the Chandler Community Land Trust in partnership with the Newtown Community Development Corporation.
- Work with community partners to make resources available to participants in the Public Housing Authority Family Self-Sufficiency Program and offer down payment assistance match for participants who are ready to purchase a home.

Public Housing Strategies

The Chandler Housing and Redevelopment Division (also known as the Public Housing Authority or PHA) addresses the needs of extremely low, low- and moderate-income families. The Public Housing program and Section 8 Housing Choice Voucher (HCV) program continues to be designated by HUD as "high performing."

The Housing and Redevelopment Division (PHA) operates Low Rent Public Housing, Housing Choice Vouchers, the Family Self-Sufficiency Program, the Housing Youth Program, and a non-federal and federally HOME designated scattered-site affordable housing program. Public Housing residents and Housing Choice Voucher (Section 8) participants typically have larger families and very low incomes; 24% of participants are elderly.

The PHA manages 486 Housing Choice Vouchers (Section 8) and 303 Public Housing units. Of the 303 Public Housing units, 103 are scattered-site, single-family homes. Most were built in the late 1970s to mid 1980s, with 25 homes built in 1996.

Actions planned to reduce lead-based paint hazards

Childhood lead poisoning is a serious pediatric health problem. Children ages six years old and younger are particularly susceptible to lead poisoning. Research indicates that even a low level of lead in a child's blood can have harmful effects on physical and developmental health. The most common source of exposure is deteriorating lead-based paint and lead-contaminated dust found in the home, but other sources include pottery, jewelry, candy and makeup. The use of lead-based paint was banned in 1978.

To reduce the risk of lead poisoning, information is distributed to participants in City housing programs. The City follows strict HUD guidelines for testing and abatement of lead-based paint and other hazardous substances, and requires compliance from its contractors and subcontractors. Any structure

built before 1978 that is proposed for rehabilitation under federal programs is tested for lead-based paint. Notices and requirements regarding testing and removal of lead-based paint are provided to program participants, contractors and project sponsors.

Actions planned to reduce the number of poverty-level families

According to the American Community Survey, the majority of Chandler families living below the poverty line are families with dependent children, with the highest poverty rate among single female-headed households with children. Low income households with dependent children face significant challenges including inadequate state child care subsidies, state limited-time enrollment in financial assistance programs such as Temporary Assistance to Needy Families (which limits assistance to one year), and low wages associated with part-time employment. The City makes a substantial investment in human service intervention and prevention strategies to combat the traumatic impact of poverty and meet the basic needs of low- and moderate-income households. Services include:

- Food, clothing and toiletries;
- Emergency shelter, bridge housing, and wrap-around support services;
- Crisis assistance to move through personal and systemic barriers;
- Credit and housing counseling;
- Job skills development;
- Asset-building strategies;
- Assistance navigating social and economic systems;
- Physical and mental health services;
- Eviction and foreclosure prevention programs; and
- Rental deposits and assistance.

The mission of the Chandler PHA is to work together with community partners to ensure decent, safe, sanitary, and diverse housing opportunities in the community. This mission is supported through social service and educational programs provided in conjunction with the Family Investment Center, Youth Recreation Program, and Capital Improvement Program. The PHA works closely with other community social service providers and has two Family Self-Sufficiency Specialists on staff to serve the Public Housing and Housing Choice Voucher programs.

During the coming year, the PHA will encourage Public Housing residents to increase their earning potential through workforce strategies and partnerships with local business and Arizona @ Work. The City of Chandler Housing and Redevelopment Division is a Book Rich Environment (BRE) PHA. The PHA brings a vibrant culture of books to Public Housing residents. Chandler is one of two PHAs in AZ and one of 37 PHAs across the country that bring free, high quality books to children and families, engage the local library, and build literacy partners in the community. In 2018, the City of Chandler Housing and Redevelopment Division was awarded the Program Innovation of the Year from AZNAHRO for the Public Housing ASPIRE Read to Succeed Program. This specialized tutoring program is offered to youth in Public

Housing ages 6 to 8, who can benefit from development and strengthening of their language and reading skills. At the Public Housing sites, reading tutors provide two 60 minute sessions each week to participating youth. The PHA partnered with the City's Public Library to implement the program and to foster and encourage the love of reading, thus improving the educational outcomes of children living in HUD-assisted housing. Eleven students graduated in 2018 with significantly higher scores in reading and eight students are currently enrolled in the program this year.

Actions planned to develop institutional structure

The City will continue to participate in the regional Continuum of Care. The primary impediment to accomplishing Consolidated Plan goals is the high cost of permanent housing. Planned housing and public services activities will address this need to the extent possible.

Actions planned to enhance coordination between public and private housing and social service agencies

Chandler will continue to work with agencies that receive 2019-2020 City general funds to leverage federal awards and serve the City's most vulnerable. The City has monthly meetings with local service providers such as AZCEND, Community Bridges, and other east valley cities to better coordinate resources for Chandler's homeless population. At the beginning of the contracting period, a pre-contract technical assistance workshop is mandatory for agencies awarded CDBG funds. All interested agencies that were seeking CDBG or HOME funds were also invited to attend a technical assistance meeting at the beginning of the allocation process to learn about the program and discuss how agencies are able to address Consolidated Plan goals.

Discussion

In addition to the activities discussed above, the City of Chandler will also use FY 2019-2020 funding to assist people with special needs and people experiencing homelessness. The City will fund agencies that:

- Provide emergency shelter for individuals and families experiencing homelessness.
- Alleviate the effects of crisis for low- and moderate-income individuals, including people experiencing homelessness and people with special needs. Services may include safe housing, food and clothing, necessary medical care, job training and employment support, and case management services.
- Provide tenant-based rental assistance and intensive case management for individuals and families experiencing homelessness.

Addressing the Needs of People Experiencing Homelessness or At Risk of Homelessness

The City supports two Homeless Outreach Navigators to conduct street outreach, engage families and individuals experiencing homelessness, and proactively initiate activities to connect people with

supportive services and permanent housing. The Navigators work as an advocate, referral agent, coordinator or facilitator and work with other government agencies, community partners, and other Navigators in the community.

The City works as part of a larger homeless services delivery system called the Maricopa Regional Continuum of Care. The Continuum of Care, which is managed by the Maricopa Association of Governments, prioritizes and coordinates the activities of organizations that address homelessness and the needs of people experiencing homelessness.

Strategies to Assist People Experiencing Homelessness and People with Special Needs

1. Participate in the Maricopa Regional Continuum of Care.
2. Use CDBG funding to provide operating support to four programs operated by three nonprofits providing emergency shelter, transitional housing, and case management for 124 individuals experiencing homelessness (approximately 24 for AZCEND - TBRA Case Management, 94 for AZCEND - Housing and Stability Specialist, and 6 for Save the Family).
3. Utilize HOME funding to provide tenant-based rental assistance for 25 households experiencing homelessness.
4. Utilize CDBG funding to support the installation of an accessible kitchen in two community living homes, which benefits 8 individuals with intellectual and developmental disabilities.

Public Housing

The PHA continues to:

- Distribute over 2,500 free, high-quality books for ages 5-18 through the Book Rich Environment Partnership.
- Schedule Literacy Events for Public Housing residents in partnership with the Chandler Public Library.
- Meet monthly with residents for their input into the Public Housing and Housing Choice Voucher annual administrative plans.
- Conduct monthly Tenant Community Builders meetings with residents to discuss community issues.
- Distribute quarterly newsletters to Public Housing residents.
- Meet quarterly with 60 Public Housing residents and 60 Housing Choice Voucher Family Self-Sufficiency (FSS) participants.
- Partner with Dress for Success, Arizona @ Work, and ICAN to offer training free-of-charge to assist FSS participants in finding and maintaining jobs.
- Offer financial literacy classes through Money Management International.
- Provide workshops focused on managing student loan debt, household budgeting, and credit

repair.

- Partner with Maricopa Integrated Health Systems to provide a wide range of primary care health services.
- Partner with Newtown Community Development Corporation to provide homebuyer preparation classes, such as budgeting and repairing credit.
- Help Public Housing clients prepare for future home purchases.

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)

Introduction

In addition to its annual CDBG entitlement allocation, the City may receive program income from the operation of its owner-occupied housing rehabilitation program and may also have funds returned if a project does not need all of the funds. These funds may be allocated through the City's procurement process.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

Discussion

100% of the City's CDBG funds will be used to benefit persons of low and moderate income. Program income and prior year funds are allocated to projects in each fiscal year.

CHANDLER arizona
Community of Innovation

City Council Memorandum **Neighborhood Resources** **Memo No.** NR21-031

Date: July 12, 2021

To: Mayor and Council

Thru: Joshua H. Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
Leah Powell, Neighborhood Resources Director
Riann Balch, Community Resources Manager

From: Karin Bishop, Community Development and Resources Supervisor

Subject: Resolution No. 5498, Authorizing an Amendment to the Agreement for Services Among Maricopa County Administered by its Human Services Department, Affordable Rental Movement (A.R.M.) of Save the Family Foundation of Arizona, a Community Housing Development Organization (CHDO) and the City of Chandler, for the Acquisition and Rehabilitation of One (1) Single-Family Home in Chandler That Will be Leased to Eligible Low-Income Individuals and Families Using Program Year 2020–2021 HOME Investment Partnerships (HOME) CHDO Funds in the Amount of $208,913; and Authorizing the Acting City Manager or His Designee to Sign the Amendment and All Related Documents on Behalf of the City of Chandler.

Proposed Motion:

Move City Council pass and adopt Resolution No. 5498, authorizing an amendment to the Agreement for services among Maricopa County administered by its Human Services Department, Affordable Rental Movement (A.R.M.) of Save the Family Foundation of Arizona, a Community Housing Development Organization (CHDO) and the City of Chandler, for the acquisition and rehabilitation of one (1) single-family home in Chandler that will be leased to eligible low-income individuals and families using Program Year 2020–2021 HOME Investment Partnerships (HOME) CHDO funds in the amount of $208,913; and authorizing the Acting City Manager or his designee to sign the amendment and all related documents on behalf of the City of Chandler.

Background:

The City of Chandler, along with seven other local municipalities and Maricopa County, formed the Maricopa HOME Consortium for purposes of administering the federal HOME Program. Of the total funds allocated to each jurisdiction under the HOME Program, 15% must be reserved for specific types of non-profit organizations known as CHDO's. CHDO funds may be used to provide incentives to develop and support affordable rental housing and homeownership opportunities through activities such as acquisition, construction, reconstruction, rehabilitation, and/or various housing subsidies.

Discussion:

In December 2019, A.R.M. of Save the Family Foundation of Arizona obtained a resolution of support from the Chandler City Council for an application to Maricopa County for HOME CHDO funds. The application was approved by the Maricopa HOME Consortium and A.R.M. of Save the Family Foundation of Arizona was awarded funds to acquire and rehabilitate one (1) single-family home in Chandler that will be leased to eligible low-income individuals and families. In order for funding to be available, the City of Chandler must authorize an amendment to the existing agreement with A.R.M. of Save the Family Foundation of Arizona and Maricopa County.

Financial Implications:

All costs associated with the HOME CHDO funding will be paid by the United States Department of Housing and Urban Development (HUD) through Maricopa County and do not require payment by the City of Chandler. City of Chandler is responsible to review and approve all reimbursement requests prior to Maricopa County paying the non-profit entity.

Attachments

Resolution No. 5498

Program Year 2020-21 HOME CHDO Amendment No. 2

RESOLUTION NO. 5498

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING AN AMENDMENT TO THE AGREEMENT FOR SERVICES AMONG MARICOPA COUNTY ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT, AFFORDABLE RENTAL MOVEMENT (A.R.M.) OF SAVE THE FAMILY FOUNDATION OF ARIZONA, A COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CHDO) AND THE CITY OF CHANDLER, FOR THE ACQUISITION AND REHABILITATION OF ONE (1) SINGLE-FAMILY HOME IN CHANDLER THAT WILL BE LEASED TO ELIGIBLE LOW-INCOME INDIVIDUALS AND FAMILIES USING PROGRAM YEAR 2020-2021 HOME INVESTMENT PARTNERSHIPS (HOME) CHDO FUNDS IN THE AMOUNT OF $208,913; AND AUTHORIZING THE ACTING CITY MANAGER OR HIS DESIGNEE TO SIGN THE AMENDMENT AND ALL RELATED DOCUMENTS ON BEHALF OF THE CITY OF CHANDLER.

WHEREAS, ARM of Save the Family Foundation of Arizona, is a CHDO designated nonprofit that has a history of community service in Chandler, Arizona and has among its purposes the provision of affordable housing for households that meet the income eligibility requirements; and

WHEREAS, ARM of Save the Family Foundation of Arizona has applied to Maricopa County for Federal HOME CHDO funding set aside for affordable housing; and

WHEREAS, the United States Department of Housing and Urban Development (HUD), through Maricopa County and its HOME Consortium, has approved ARM of Save the Family Foundation of Arizona's application to utilize $208,913 in HOME CHDO funds to acquire and rehabilitate one single-family home that will be leased to eligible low-income individuals and families; and

WHEREAS, the property to be developed is located within Chandler's jurisdictional boundaries, the City of Chandler will be the administrator of the contract between ARM of Save the Family Foundation of Arizona and Maricopa County; and

WHEREAS, the activity that ARM of Save the Family Foundation of Arizona proposes meets the priorities identified in the City of Chandler Consolidated Plan as approved by the City Council of the City of Chandler, Arizona; and

WHEREAS, the City acknowledges that the intended use of such funds is in conformance with the City's Consolidated Plan and commits to administering the contract and approving the assignment to the City of Beneficial Interests under the loan agreement, deed of trust, promissory note and restrictive covenants, between Maricopa County and ARM of Save the Family Foundation of Arizona.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona, that the City Council authorizes the Acting City Manager or his designee to sign the amendment and all related documents on behalf of the City of Chandler and perform all acts necessary to give effect to this Resolution.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ____ day of July, 2021.

ATTEST:

_____ _____
CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5498 was duly passed and adopted by the City Council of Chandler, Arizona, at a regular meeting held on the _____ day of July, 2021, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

AMENDMENT TO THE AGREEMENT FOR SERVICES AMONG MARICOPA COUNTY ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT, AFFORDABLE RENTAL MOVEMENT (A.R.M.) OF SAVE THE FAMILY FOUNDATION OF ARIZONA A COMMUNITY HOUSING DEVELOPMENT ORGANIZATION, AND THE CITY OF CHANDLER

I. Maricopa County ("County") administered by its Human Services Department and Affordable Rental Movement (A.R.M.) of Save the Family Foundation of Arizona, a Community Housing Development Organization ("CHDO"), and the City of Chandler ("City") entered into a financial agreement for services ("Agreement"), which was fully executed on April 29, 2019. The purpose of the Agreement is for the CHDO, acting in the capacity of a developer, to acquire and rehabilitate a single-family home in Chandler for the CHDO's scattered-site rental program with completed homes to be leased to eligible low-income individuals/families. The County provided the CHDO with $225,000 in 2018 HOME Investment Partnerships Program (HOME) funds from the U.S. Department of Housing and Urban Development (HUD) with the expenditure timeframe for the activity being through September 30, 2022. The County, CHDO, and City collectively are referred to here as "Parties."

The Parties fully executed Amendment No. 1 on June 24, 2020, to add a 2019 Work Statement for the CHDO to acquire, rehabilitate, and rent an additional single-family home in Chandler for CHDO's scattered-site rental program. Through Amendment No. 1, the County provided the CHDO with $240,000 in 2019 HOME funds with the expenditure term for the 2019 Work Statement expiring on September 30, 2023. Amendment No. 1 also extended the term of the Agreement from September 30, 2022, to September 30, 2024.

II. The Parties agree to amend the Agreement by this Amendment No. 2 as follows:

A. Add an additional Work Statement ("2020 Work Statement") for the CHDO to acquire, rehabilitate, and rent an additional single-family home for its scattered-site rental program. The expenditure term for the 2020 Work Statement shall expire on September 30, 2024.

B. The County shall provide the CHDO and the Administrator with funding for the 2020 Work Statement in an amount not-to-exceed $208,913.

C. Add to Section 1 (General Provisions) the following new paragraphs:

55.0 WRITTEN CERTIFICATION UNDER A.R.S. § 35-393.01

If the CHDO and the Administrator engage in for-profit activity and have 10 or more employees and, if this Agreement has a value of $100,000 or more, then the CHDO and the Administrator certify they are not currently engaged in and agree for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

56.0. SURVIVAL

The indemnification, hold harmless, defense, and non-liability provisions of this Agreement shall have full force and effect notwithstanding any other provisions in this Agreement and shall survive the termination or expiration of this Agreement.

D. Revise Section II (Special Provisions), Paragraph 21.0 (General Conditions), Subparagraph 21.4, by replacing it with the following:

21.4 Administrative Change Orders and Addenda – The Chairman of the Board of Supervisors is authorized upon the recommendation of the Human Services Department Director and Legal Counsel to: a.) make changes within the general scope of the Agreement on behalf of the County through Administrative Change Orders, and b.) identify the single-family properties that are subject of Section III (Work Statement), Paragraph 1.0 (Detailed Scope of Work) of this Agreement through Addenda. Both Administrative Change Orders and Addenda shall be approved and fully executed by the Chairman of the Board of Supervisors and the authorized representative for the CHDO and the Administrator.

21.4.1 Administrative Change Orders may address any of the following areas:

21.4.2.1 Modifications to the project timeline if the last day of the project timeline is within the Agreement term;

21.4.2.2 Modifications to Budget line items if the Agreement Amount remains unchanged;

21.4.2.3 Modifications required by federal, state, or County regulations, ordinances, or policies;

21.4.2.4 Modifications to administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by HUD or local regulations, policies, or requirements; and

21.4.2.5 Modifications to Administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by HUD or by local regulations, policies, or requirements.

21.4.2 Addenda:

21.4.2.1 The CHDO and the Administrator shall submit to the County, an Addendum when each property has been identified and will be acquired by the CHDO and the Administrator for rehabilitation activities under this Agreement; and

21.4.2.2 All Addenda shall be integrated into the Agreement.

E. Revise Section IV (Compensation), Paragraph 3.0 (Timeliness), by replacing it with the following:

3.1 A Request for Reimbursement shall be submitted by the CHDO and Administrator by the 15th calendar day of the month following the month close out in which the expenditure occurred.

3.2 All requests for reimbursement of expenditures must be submitted within the same fiscal year in which the expenditures are incurred. The fiscal year runs July 1st through June 30th, and all Requests for Reimbursement shall be submitted by the CHDO and Administrator no later than July 30th for the preceding fiscal year.

3.3 All requests for reimbursements shall be submitted by the CHDO and Administrator to:
HSDFINANCE@MARICOPA.GOV

F. Revise Section IV (Compensation), Paragraph 4.0 (Reimbursement), by replacing it with the following:
The County shall increase the Agreement funding amount to total not to exceed $673,913 subject to the terms of this Agreement and availability of funds.

III. Section II above contains all the changes made by this Amendment No. 2. All other terms and conditions of the original Agreement and Amendment No. 1 remain the same and in full force and effect as approved and amended.

IV. The parties have authorized the undersigned to execute this Amendment No. 2 on their behalf.

[Signatures on the following page]

IN WITNESS, the Parties have approved and signed this Amendment No. 2:

APPROVED BY:
CITY OF CHANDLER

Signature Date

Name: _____

Title: _____

Attested To:

City Clerk Date

IN ACCORDANCE WITH A.R.S. § 9-240, THIS AMENDMENT NO. 2 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE CITY OF CHANDLER UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

Attorney for the City of Chandler BM Date

APPROVED BY:
MARICOPA COUNTY

Chairman, Board of Supervisors Date

Attested To:

Clerk of the Board Date

IN ACCORDANCE WITH A.R.S. §§ 11-201 AND 11-251, THIS AMENDMENT NO. 2 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO MARICOPA COUNTY UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

Deputy County Attorney Date

APPROVED BY:

AFFORDABLE RENTAL MOVEMENT (A.R.M.) OF SAVE THE FAMILY FOUNDATION OF ARIZONA (CHDO)

Jacki Taylor Date
Chief Executive Officer
Signature and execution authorized by corporate resolution number _____
dated _____

MARICOPA COUNTY

HOME Investment Partnerships Program
Program Year 2020

Project: Rental Housing
Type of Property: Single Family Residential

Amount of Funding

CHDO HOME AMOUNT	CASH MATCH AMOUNT	OTHER RESOURCES AMOUNT	TOTAL BUDGET
$208,913			$208,913

1.0 DETAILED SCOPE OF WORK

Work Statement

The CHDO, acting in the capacity of a developer, will acquire and rehabilitate one (1) single-family home in Chandler and will target zip codes 85224, 85225, and 85226. The program is a scattered-site rental program. Once a property is identified and prior to acquisition, Parties will complete an environmental review and execute an Addendum. The Addendum will identify the individual property by street address for participation in ARM Rental Housing and will be executed before funding is made available. Funds will be paid to the CHDO only after the CHDO has met the commitment requirements as set forth in 24 C.F.R. § 92.

Funds for rehabilitation are obligated by completing a detailed set of plans and specifications (work write-up) and a detailed rehabilitation cost estimate based upon those specifications. The property will have an estimated value after rehabilitation that does not exceed 95 percent of the median purchase price for the area as described in 24 C.F.R. § 92.254(a)(2)(iii). Cost estimates may include a contingency for construction change orders of up to 15% for rehabilitation. The Administrator must inspect the property prior to occupancy and at project completion to ensure compliance with applicable standards and codes. The property must be free from any defects that pose a danger to the health and safety of occupants, and it must meet written rehabilitation standards and local codes and ordinances at project completion. Copies of the final inspection must be retained in the project files and submitted to the County upon submitting completion report. The allocated CHDO HOME funds will be used to purchase one or more single family units with the combination of other CHDO funds from multiple years, if available.

In addition, the CHDO will execute a Deed of Trust and Note provided by the Administrator and naming the City as Beneficiary in order to secure any funds provided to the CHDO as reimbursement for acquisition costs.

Recapture provisions will be used to ensure compliance with the period of affordability of fifteen (15) years as required by HUD at 24 C.F.R. § 92.252 of the HOME regulations. After the property is rehabilitated, the home will be leased to an eligible low-income individual or family. Tenant income eligibility will be verified by CHDO staff and will comply with 24 C.F.R. § 92.203.

Consolidated Plan – The Project will increase homeownership opportunities for low- and moderate-income households. This activity is rated as a high priority in the Consolidated Plan.

2.0 OBJECTIVES AND OUTCOMES:

OBJECTIVE	OUTCOMES		
	AVAILABILITY/ ACCESSIBILITY	AFFORDABILITY	SUSTAINABILITY
DECENT HOUSING	☐ Single-Family Housing Rehab and Emergency Rehab, Homebuyer Assistance	☒ Homebuyer Activities, Acq/Rehab of rental housing, Acq/New Construction of rental housing, Expansion of assisted rental units in the private marketplace	☐ Housing Activities in a targeted revitalization area

3.0 LOGIC MODEL: PERFORMANCE INDICATORS

INPUTS/RESOURCES	OUTPUTS		OUTCOMES	OBJECTIVES
	ACTIVITIES	PARTICIPATION		
CHDO staff, Funding, Contractors	Acquire and rehabilitate one unit of Affordable Housing.	One household	Increased affordable housing for low mod income families. Increase in home-ownership, improved neighborhoods, improved quality of life.	Decent housing.

4.0 SITE INFORMATION: Scattered sites in Chandler targeting zip codes, 85224, 85225, and 85226. The Parties will execute addenda to this Agreement when specific parcels are identified.

5.0 PERFORMANCE REPORTING GOALS TIMELINE OF ACTIVITIES

MILESTONES: Tasks to be Performed	START DATE	COMPLETION DATE
Application/market study	01/01/2022	12/01/2019
Execute Agreement	04/22/2021	07/15/21
Site selection	07/01/2022	10/31/2022
Environmental review to City of Chandler	11/01/2022	11/15/2022
Acquisition	11/01/2022	01/15/2023
Work write-ups and bid selection	01/15/2023	02/15/2023
Rehabilitation	03/01/2023	05/15/2023
Final Close-out /Project Completion Form	5/15/2023	6/30/2024

Any change to the Timeline will need to be approved by the County.

6.0 ACTIVITY FOLLOW-UP AND LONG TERM COMMITMENT:

The period of affordability is based on the total amount of HOME funds invested in the housing. The Project will be monitored annually and the units will be verified annually during the period of affordability.

7.0 ACTIVITY BUDGET SUMMARY:

ACTIVITY	2020 HOME FUNDS	TOTAL ACTIVITY BUDGET
Acquisition and Rehabilitation	$198,468.00	$198,468.00
Relocation		
Development Costs		
Staff Costs		
Services		
Administration Costs		
Development Fees	$10,445.00	$10,445.00
Other (Specify)		
TOTALS	**$208,913.00**	**$208,913.00**

8.0 ACTIVITY MATCH:

AMOUNT	SOURCE
$52,228	**Federal Home Loan Bank**

9.0 CHDO PROJECT PROCEEDS:

All proceeds generated from CHDO development activities shall be considered Project proceeds and subject to the Project proceeds requirements set forth in HOME Program regulations. Project proceeds shall be tracked by the CHDO. Documentation supporting the amount of Project proceeds received and expended shall be submitted on the periodic progress report, if requested by the County. Project proceeds shall be retained and expended by the CHDO for acquisition and/or rehabilitation of additional properties under this Agreement, or for other HOME eligible activities with prior approval from the Administrator.

10.0 AFFORDABILITY REQUIREMENTS:

The housing that is acquired with HOME funds must be single-family housing. The family or individual leasing the housing must qualify as Low-Income and maintain the housing as the principal residence throughout the Period of Affordability, which shall be for a period of 15 years in accordance with HOME program requirements.

CHANDLER arizona
Community of Innovation

City Council Memorandum **Neighborhood Resources** **Memo No.** NR21-032

Date: July 12, 2021

To: Mayor and Council

Thru: Joshua H. Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
Leah Powell, Neighborhood Resources Director
Riann Balch, Community Resources Manager

From: Karin Bishop, Community Development and Resources Supervisor

Subject: Resolution No. 5499, Approving an Intergovernmental Agreement (IGA) Between Maricopa County Administered by its Human Services Department, Newtown Community Development Corporation, a Community Housing Development Organization (CHDO) and the City of Chandler, for the Acquisition and Rehabilitation of Two (2) Single-Family Homes in Chandler to Create Homeownership Opportunities for Eligible Low-Income Households Using Program Year 2020–2021 HOME Investment Partnerships (HOME) CHDO Funds in the Amount of $212,987; and Authorizing the Acting City Manager or his Designee to Sign the Agreement and All Related Documents on Behalf of the City of Chandler.

Proposed Motion:

Move City Council pass and adopt Resolution No. 5499, approving an Intergovernmental Agreement (IGA) between Maricopa County administered by its Human Services Department, Newtown Community Development Corporation, a Community Housing Development Organization (CHDO) and the City of Chandler, for the acquisition and rehabilitation of two (2) single-family homes in Chandler to create homeownership opportunities for eligible low-income households using Program Year 2020–2021 HOME Investment Partnerships (HOME) CHDO funds in the amount of $212,987; and authorizing the Acting City Manager or his designee to sign the agreement and all related documents on behalf of the City of Chandler.

Background:

The City of Chandler, along with seven other local municipalities and Maricopa County, formed the Maricopa HOME Consortium for purposes of administering the federal HOME Program. Of the total funds allocated to each jurisdiction under the HOME Program, 15% must be reserved for specific types of non-profit organizations known as CHDO's. CHDO funds may be used to provide incentives to develop and support affordable rental housing and homeownership opportunities through activities such as acquisition, construction, reconstruction, rehabilitation, and/or various housing subsidies.

Discussion:

In December 2019, Newtown Community Development Corporation obtained a resolution of support from the Chandler City Council for an application to Maricopa County for HOME CHDO funds. The application was approved by the Maricopa HOME Consortium and Newtown Community Development Corporation was awarded funds to acquire and rehabilitate two (2) single-family homes in Chandler to create homeownership opportunities for eligible low-income households. In order for funding to be available, the City of Chandler must approve an Intergovernmental Agreement (IGA) with Newtown Community Development Corporation and Maricopa County.

Financial Implications:

All costs associated with the HOME CHDO funding will be paid by the United States Department of Housing and Urban Development (HUD) through Maricopa County, and does not require repayment by the City of Chandler. City of Chandler is responsible to review and approve all reimbursement requests prior to Maricopa County paying the non-profit entity.

Attachments

Resolution No. 5499

Program Year 2020-21 HOME CHDO IGA

RESOLUTION NO. 5499

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN MARICOPA COUNTY ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT, NEWTOWN COMMUNITY DEVELOPMENT CORPORATION, A COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CHDO) AND THE CITY OF CHANDLER, FOR THE ACQUISITION AND REHABILITATION OF TWO (2) SINGLE-FAMILY HOMES IN CHANDLER TO CREATE HOMEOWNERSHIP OPPORTUNITIES FOR ELIGIBLE LOW-INCOME HOUSEHOLDS USING PROGRAM YEAR 2020-2021 HOME INVESTMENT PARTNERSHIPS (HOME) CHDO FUNDS IN THE AMOUNT OF $212,987; AND AUTHORIZING THE ACTING CITY MANAGER OR HIS DESIGNEE TO SIGN THE AGREEMENT AND ALL RELATED DOCUMENTS ON BEHALF OF THE CITY OF CHANDLER.

WHEREAS, Newtown Community Development Corporation, is a CHDO designated nonprofit that has a history of community service in Chandler, Arizona and has among its purposes the provision of affordable housing for households that meet the income eligibility requirements; and

WHEREAS, Newtown Community Development Corporation has applied to Maricopa County for Federal HOME CHDO funding set aside for affordable housing; and

WHEREAS, the United States Department of Housing and Urban Development (HUD), through Maricopa County and its HOME Consortium, has approved Newtown Community Development Corporation's application to utilize $212,987 in HOME CHDO funds to acquire and rehabilitate two single-family homes that will be resold to two (2) first-time homebuyers that meet the income eligibility requirements; and

WHEREAS, the properties to be developed will be located within Chandler's jurisdictional boundaries, the City of Chandler will be the administrator of the contract between Newtown Community Development Corporation and Maricopa County; and

WHEREAS, the activity that Newtown Community Development Corporation proposes meets the priorities identified in the City of Chandler Consolidated Plan as approved by the City Council of the City of Chandler, Arizona; and

WHEREAS, the City acknowledges that the intended use of such funds is in conformance with the City's Consolidated Plan and commits to administering the contract and approving the assignment to the City of Beneficial Interests under the loan agreement, deed of trust, promissory note and restrictive covenants, between Maricopa County and Newtown Community Development Corporation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona, that the City Council authorizes the Acting City Manager or his designee to sign the Agreement

and all related documents on behalf of the City of Chandler and perform all acts necessary to give effect to this Resolution.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ____ day of July, 2021.

ATTEST:

_____ _____
CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5499 was duly passed and adopted by the City Council of Chandler, Arizona, at a regular meeting held on the _____ day of July, 2021, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

AGREEMENT
BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
NEWTOWN COMMUNITY DEVELOPMENT CORPORATION
A COMMUNITY HOUSING DEVELOPMENT ORGANIZATION,
AND
THE CITY OF CHANDLER

Agreement Amount: $212,987
Agreement Start Date: _____
Agreement Termination Date: September 30, 2023
Agreement Number:_____
CFDA Number: 14.239, HOME Investment Partnerships Program
DUNS Number CHDO: 022225143
DUNS Number Administrator: 077524981

This Agreement ("Agreement") is entered between Maricopa County, administered by its Human Services Department ("County"), Newtown Community Development, Corporation, a Community Housing Development Organization ("CHDO"), and the City of Chandler ("Administrator"). The CHDO, the Administrator, and the County collectively are referred to in this Agreement as the "Parties" and individually as a "Party."

The County shall provide financial reimbursement in the amount listed above, subject to the terms of this Agreement and the availability of funds. The Agreement Amount constitutes the County's entire participation and obligation in the performance and completion of all work to be performed under this Agreement.

The CHDO and the Administrator for and in consideration of the covenants and conditions set forth in this Agreement shall provide and perform the services set forth in this Agreement. All rights and obligations of the Parties shall be governed by the terms of this Agreement and its exhibits, attachments, and appendices, including any Subcontracts, Amendments, or Change Orders as set forth in this Agreement and in:

Section 1 – General Provisions
Section 2 – Special Provisions
Section 3 – Work Statement
Section 4 – Compensation
Section 5 – Attachments

Lead Agency: Maricopa County
Representative: Rachel Milne, Assistant Director, Housing and Community Development Division
Phone: 602-372-1528
E-mail : Rachel.Milne@maricopa.gov
Address: 234 North Central Avenue, Third Floor, Phoenix, Arizona 85004

Administrator: City of Chandler
Representative: Karin Bishop
Phone: 480-782-4353
E-mail: karin.bishop@chandleraz.gov
Address: Mail Stop 600; P.O. Box 4008; Chandler, Arizona 85244-4008

CHDO: Newtown Community Development Corporation
Representative: Stephanie Brewer, Executive Director
Phone: 480-517-1589
E-mail: stephanie@newtowncdc.org
Address:2106 East Apache Boulevard, Suite 112, Tempe, Arizona 85281

Notice under this Agreement shall be given by either personal delivery or registered or certified mail, postage prepaid and return receipt requested, to the persons at the addresses set forth above and shall be effective upon receipt if personally delivered and three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, if sent by registered or certified mail. Business days means Monday through Friday, unless recognized as a federal or State of Arizona holiday.

This Agreement contains all the terms and conditions agreed to by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties to this Agreement. Nothing in this Agreement shall be construed as consent to any lawsuits, or waiver of any defenses in a lawsuit brought against Maricopa County, the CHDO, or the Administrator in any state or federal court.

[Signatures on the following page]

IN WITNESS, the Parties have approved and signed this Agreement:

APPROVED BY:
MARICOPA COUNTY

Jack Sellers, Chairman, Board of Supervisors

Date

Attested to:

Clerk of the Board Date

IN ACCORDANCE WITH A.R.S. §§ 11-201 11-251, AND 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO MARICOPA COUNTY UNDER THE LAWS OF THE STATE OF ARIZONA.

Approved as to form:

Deputy County Attorney Date

APPROVED BY:
CITY OF CHANDLER (Administrator)

Joshua Wright, Acting City Manager

Date

Attested to:

City Clerk Date

IN ACCORDANCE WITH A.R.S. §§ 9-240 AND 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE CITY OF CHANDLER UNDER THE LAWS OF THE STATE OF ARIZONA.

Approved as to form:

Attorney for the City of Chandler Date

APPROVED BY:
NEWTOWN COMMUNITY DEVELOPMENT, an Arizona nonprofit corporation (CHDO)

Stephanie Brewer Date
Executive Director

Execution of the Agreement has been authorized by the corporate resolution number _____ dated _____, 2021.

SECTION 1

GENERAL PROVISIONS



MARICOPA COUNTY HUMAN SERVICES DEPARTMENT

1.0 PURPOSE

The County shall provide the CHDO and the Administrator with U.S. Department of Housing and Urban Development (HUD) HOME Investment Partnerships Program funds for the provision of HOME activities as identified in Section 3 (Work Statement).

2.0 TERM

The Term of this Agreement shall commence upon the signature of the last signer ("Agreement Start Date") and terminate on the Agreement Termination Date listed on page 1 of this Agreement.

3.0 RENEWAL

This Agreement may be renewed by a written amendment, provided, however, that the CHDO and the Administrator are in full compliance with all terms and conditions of this Agreement. The County shall notify the CHDO and Administrator in writing of its intent to extend the Agreement term at least thirty (30) calendar days prior to the expiration of the original Agreement term, or any additional terms thereafter.

4.0 AMENDMENTS

4.1 All Amendments to this Agreement shall be in writing and signed by the Parties and be requested to the County no later than ninety (90) days prior to contract expiration.

4.2 The County may amend this Agreement, provided that such amendments make specific reference to this Agreement and are executed in writing and signed by a duly authorized representative of each of the Parties. Such amendments shall not invalidate this Agreement and shall neither relieve nor release the County, the CHDO, or the Administrator from their obligations under this Agreement.

5.0 TERMINATION

5.1 Pursuant to A.R.S. § 38-511, the County may cancel this Agreement without penalty or further obligation within three years after execution of this Agreement, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the County is at any time while this Agreement or any extension of this Agreement is in effect, is or becomes an employee or agent of any other party to this Agreement in any capacity or consultant to any other party to this Agreement with respect to the subject matter of this Agreement. Additionally, pursuant to A.R.S. § 38-511, the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the County from any other party to this Agreement arising as the result of this Agreement. A cancellation notice made under this paragraph shall be effective when the recipient receives a written notice of cancellation unless the notice specifies a later date.

5.2 Pursuant to A.R.S. § 38-511, the Administrator may cancel this Agreement without penalty or further obligation within three years after execution of this Agreement, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Administrator is at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to this Agreement in any capacity or consultant to any other party to this Agreement with respect to the subject matter of this Agreement. Additionally, pursuant to A.R.S § 38-511, the Administrator may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Administrator from any other party to this Agreement arising as the result of this Agreement. A cancellation notice

made under this paragraph shall be effective when the recipient receives a written notice of cancellation unless the notice specifies a later date.

5.3 A Party may terminate this Agreement at any time by giving the other Parties at least sixty (60) calendar days prior notice in writing (unless terminated by the County under the Availability of Funds provision). The notice shall be given by either personal delivery or registered or certified mail, postage prepaid and return receipt requested to the persons at the addresses set forth on pages 1 and 2 of this Agreement.

5.4 The County has the right to terminate this Agreement upon twenty-four (24) hours' notice when the County deems the health or welfare of the service recipients are endangered or the non-compliance of the CHDO or the Administrator (or both) jeopardizes funding source financial participation. If not terminated by one of the above methods, then this Agreement will terminate upon the expiration of the Term of this Agreement stated on page 1 of this Agreement.

5.5 In accordance with 2 C.F.R. Part 200, Subpart D, the County may suspend or terminate this Agreement if either the CHDO or the Administrator violates, or both violate, any term or condition of this Agreement or if either the CHDO or the Administrator fails, or both fail, to maintain a good faith effort to carry out the purpose of this Agreement.

5.6 The Parties may terminate this Agreement for convenience in accordance with 2 C.F.R. Part 200, Subpart D. The Parties shall agree upon the termination conditions including the effective date of the termination. The Party initiating the termination shall notify the other Parties in writing stating the reasons for such termination.

6.0 EFFECT

To the extent that the Special Provisions are in conflict with the General Provisions, the Special Provisions shall control. To the extent that the Work Statement and the Special or General Provisions are in conflict, the Work Statement shall control. To the extent that the Compensation Provisions are in conflict with the General Provisions, Special Provisions or Work Statement, the Compensation Provisions shall control. Nothing in this Agreement shall operate to increase the Operating Budget without a written amendment to this Agreement.

7.0 DEFINITIONS

As used throughout this Agreement, the following terms shall have the following meanings:

7.1 **Administrator** means the Party responsible for administering this Agreement. The Administrator s responsible for administering this Agreement.

7.2 **Annual Action Plan** means the annual plan submitted by the County (as the lead agency of the Maricopa HOME Consortium) to HUD, which describes the Consortium's annual program goals.

7.3 **Assistant Director** means the Director of the Housing and Community Development Division within the Maricopa County Human Services Department.

7.4 **Beneficiary** means a person or household that meets the income requirements of 24 C.F.R. § 92.203 subject to the restriction on assistance to students enrolled in an institution of higher education, as described in 24 C.F.R. § 5.612.

7.5 **Board of Supervisors (BOS)** means the Maricopa County Board of Supervisors.

7.6 **CHDO** is a community housing development organization, a private non-profit organization that meets the requirements under 24 C.F.R. Part 92.300.

7.7 **CHDO Project Proceeds** means funds resulting from the sale of CHDO developed homeownership housing; permanent financing of a CHDO project that is used to pay off a CHDO-financed construction loan; the principal and interest payments from a loan to a buyer of CHDO-developed homeownership housing; or sale of CHDO-

sponsored rental housing to a second non-profit. For purposes of this Agreement, the CHDO may retain project proceeds for use in HOME-eligible or other housing activities which benefit low-income families, as required by 24 C.F.R. § 92.300. CHDO proceeds that are retained by the CHDO are not subject to the requirements of the HOME regulations unless the funds are recaptured because the housing no longer meets the affordability requirements. Once the CHDO proceeds are used, there are no further HOME requirements.

7.8 **Commitment or Commit to a Specific Local Project** shall have the same meaning as set forth in 24 C.F.R. § 92.2 (1) and (2), respectively.

7.9 **County** means Maricopa County.

7.10 **Department** means the Maricopa County Human Services Department, Housing and Community Development Division as Lead Agency.

7.11 **Developer/Subcontractor** means either a non-profit or for-profit organization carrying out HOME-related project activities as described in the written agreement between the County and the Developer.

7.12 **Director** means the Director of the Maricopa County Human Services Department.

7.13 **Division** means the Housing and Community Development Division of the Maricopa County Human Services Department.

7.14 **Five-Year Consolidated Plan** means the HUD required Consolidated Plan submitted by the County as the Lead Agency for the Maricopa HOME Consortium.

7.15 **HOME** means the HOME Investment Partnerships Program.

7.16 **HUD** means U.S. Department of Housing and Urban Development.

7.17 **Lead Agency or Department** means the Maricopa County Human Services Department, Housing and Community Development Division.

7.18 **Low-income families** means families whose annual incomes do not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes. An individual does not qualify as a low-income family if the individual is a student who is not eligible to receive Section 8 assistance under 24 C.F.R. § 5.612.

7.19 **Minority Business Enterprise (MBE)** means an entity that is majority owned or controlled by a socially and economically disadvantaged individual as described by Public Law 95-507.

7.20 **Net Proceeds** means the amount remaining after deducting non-HOME debt and closing costs from the sale of a HOME funded asset, obligation, or loan.

7.21 **Performance Bond** means a bond executed to secure fulfillment of all of the CHDO's obligations under this Agreement.

7.22 **Project** means rehabilitation or new construction as described in a legally binding agreement between the CHDO and the prospective owners or beneficiaries of the HOME funds for which all necessary financing has been secured and budgeted and for which an acquisition, construction, or rehabilitation schedule has been established and underwriting has been completed and otherwise complies with 24 C.F.R. §§ 92.2(2)(A) and 92.2(2)(B).

7.23 **Public Agency** has the meaning prescribed by A.R.S. § 11-951.

7.24 **Subcontract** means any agreement entered into by the CHDO with a third party for professional services for performance of any of the work or provision of any of the services covered by this Agreement.

7.25 **Subcontractor** means an entity funded through the CHDO to provide any work or services required by the Work Statement.

7.26 **Vendor** means an entity funded through the CHDO to provide services required by the Work Statement.

7.27 **Very low-income families** means low-income families whose annual incomes do not exceed 50 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 50 percent of the median for the area on the basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes. An individual does not qualify as a very low-income family if the individual is a student who is not eligible to receive Section 8 assistance under 24 C.F.R. § 5.612.

7.28 **Work Statement** means the section of this Agreement that contains a description of services to be delivered pursuant to this Agreement.

7.29 **Women's Business Enterprise (WBE)** means an entity in which a woman has majority ownership and control.

8.0 GENERAL REQUIREMENTS

8.1 The terms of this Agreement shall be construed in accordance with Arizona law and the applicable regulations of the United States Department of Housing and Urban Development (HUD). Any lawsuit arising out of this Agreement shall be brought in the appropriate court in Maricopa County, Arizona.

8.2 The CHDO and the Administrator shall, without limitation, obtain and maintain all licenses, permits, and authority necessary to do business, render services, and perform work under this Agreement, and they shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation.

8.3 The CHDO and the Administrator are independent contractors in the performance of work and the provision of services under this Agreement.

8.4 The CHDO and the Administrator shall comply with the regulations prohibiting a conflict of interest, and not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or other organization that has a substantial interest in the Parties' organization or with which the Parties (or one of their directors, officers, owners, trust certificate holders, or relatives) have a substantial interest, unless the Parties make full written disclosure of the proposed payments to the County and have received written approval for the payments. For purposes of this provision, the terms "substantial interest" and "relative" shall have the meanings prescribed by A.R.S. § 38-502.

9.0 ACCEPTANCE OF FUNDS

The CHDO and the Administrator hereby agree to the receipt of funds under the terms of this Agreement and agree to execute and return a signed Agreement to the County within 30 calendar days after receipt of this Agreement unless the CHDO and the Administrator have received a written waiver of this requirement from the County.

10.0 ASSIGNMENT AND SUBCONTRACTING

No right, liability, obligation, or duty under this Agreement may be assigned, delegated, or subcontracted, in whole or in part, without the prior written approval of the County. The CHDO and the Administrator shall bear all liability under this Agreement, even if it is assigned, delegated, or subcontracted, in whole or in part, unless the County agrees otherwise.

11.0 AVAILABILITY OF FUNDS

11.1 The provisions of this Agreement relating to the payment for services shall become effective when funds assigned for the purpose of compensating the CHDO and the Administrator, as provided in this Agreement, are available to the County for disbursement. The County shall be the sole authority in determining the availability of funds under this Agreement and the County shall keep the CHDO and the Administrator fully informed as to the availability of funds.

11.2 If any action is taken by any state agency, federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligation under or in connection with this Agreement, then the Parties may amend, suspend, decrease, or terminate their obligations under or in connection with this Agreement. In the event of termination, the County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of this Agreement. The County shall give written notice of the effective date of any suspension, amendment, or termination under this paragraph at least ten (10) calendar days in advance.

12.0 BUDGET ADJUSTMENTS

12.1 Any requests for reasonable budget adjustments must be submitted ninety (90) calendar days prior to the expiration of this Agreement. Requests for adjustments to this Agreement must be supported by documentation.

12.2 The CHDO and the Administrator must receive prior written approval from the County to move funds from one budget activity line item to another. Budget adjustments that do not change the Agreement amount may be documented by an Administrative Change Order approved and fully executed by the Chairman of the Board of Supervisors and the CHDO's authorized Representative and the Administrator's authorized Representative and defined in Section 2 (Special Provisions), Paragraph 19.0 (Administrative Change Orders and Addendums). If a budget change is necessary that either increases or decreases the Agreement amount, then the County shall follow Section 1 (General Provisions), Paragraph 4.0 (Amendments) of this Agreement to amend the Agreement.

13.0 DISPUTES

13.1 Except as may otherwise be provided for in this Agreement, any dispute arising out of this Agreement that is not resolved between the Parties within a reasonable period of time, which shall not exceed one hundred twenty (120) calendar days, shall be submitted in accordance with the following dispute resolution process:

13.1.1 Notice of the specific grounds of a dispute shall be in writing and filed with the Assistant Director within ten (10) business days from the date the CHDO and the Administrator knew or should have known of the basis of the dispute.

13.1.2 The Assistant Director shall respond in writing to the CHDO and the Administrator within fourteen (14) business days. The decision of the Assistant Director shall be final and conclusive unless, within seven (7) business days after the date the CHDO and the Administrator are served with the decision, the CHDO and the Administrator file a written notice of appeal with the Human Services Department Director.

13.1.3 The Human Services Department Director shall provide the CHDO and the Administrator with a written response within fourteen (14) business days following receipt of the notice of appeal. The decision of the Director shall be final and not appealable.

13.1.4 Pending a final decision from the Director, the CHDO and the Administrator shall diligently proceed with their performance of this Agreement in accordance with the Assistant Director's decision.

14.0 DEFAULT AND REMEDIES FOR NONCOMPLIANCE

14.1 Notwithstanding anything to the contrary, this paragraph shall not be deleted or superseded by any other provision of this Agreement.

14.2 This Agreement may be immediately terminated by the County if either the CHDO or the Administrator defaults by failing to perform any objectives, or breaches any obligations under this Agreement, or any events occur that jeopardizes the CHDO's or the Administrator's ability to perform any of their obligations under this Agreement. The County reserves the right to have the services provided by persons other than the CHDO or the Administrator if either the CHDO or the Administrator is unable or fails to provide required services with the specified time frame.

14.3 Failure to comply with the requirements of this Agreement and all the applicable federal, state, or local laws, rules, and regulations may result in suspension or termination of this Agreement, the return of unexpended funds (less just compensation for work satisfactorily completed that, to date, has not been paid), the reimbursement to the County by the CHDO and the Administrator of any funds improperly expended, or the recovery of funds improperly acquired. Noncompliance with this Agreement includes but is not limited to:

14.3.1 Nonperformance of any obligations;

14.3.2 Noncompliance with any applicable federal, state, or local laws, rules, or regulations, including HUD guidelines, policies, or directives;

14.3.3 Unauthorized expenditure of funds;

14.3.4 Violation of the applicable affordability period;

14.3.5 Improper disposition of recaptured proceeds;

14.3.6 Improper disposition of Project Income;

14.3.7 Noncompliance with applicable financial record requirements, accounting principles, or standards established by 2 C.F.R. Part 200, and

14.3.8 Noncompliance with recordkeeping, record retention, or reporting requirements.

14.4 Notwithstanding the suspension or termination of this Agreement, or the final determination of the proper disposition of funds, the CHDO and the Administrator shall, without intent to limit or with restrictions, be subject to the following:

14.4.1 All funding shall be immediately revoked, and any approvals related to the project described in the Special Provision or Work Statement shall be deemed revoked and canceled. Thereby, any entitlements to compensation after suspension or termination of this Agreement are similarly revoked and unavailable.

14.4.2 Not be relieved of any liability or responsibility associated with the Special Provision or Work Statement.

14.4.3 Acknowledge that suspension or termination of this Agreement does not affect or terminate any rights against the CHDO and the Administrator at the time of suspension or termination, or that may accrue later. Nothing in this Agreement shall be construed to limit or terminate any right or remedy available under contract or rule.

14.4.4 Waiver of a breach or default of any terms, covenants, or conditions of this Agreement or any federal, state, or local laws, rules, or regulations shall not operate as a waiver of any subsequent breach of the same or any other terms, covenants, conditions, laws, rules, or regulations.

14.5 The CHDO and the Administrator shall, upon notice or with knowledge obtained by the CHDO, the Administrator, or others, take any and all proactive actions necessary, and provide any and all applicable remedies to address and correct any acts by them or their employees, officials, successors, assigns, contractors, or subcontractors that resulted in any wrongdoing (intentional or unintentional); misuse or misappropriation of funds; the incorrect or improper disposition of funds; any violations of any federal, state, or local laws, rules, or regulations; or the breach of any certifications or warranties provided in this Agreement.

15.0 SEVERABILITY

Any provisions of this Agreement that are determined to be invalid, void, or illegal by a court shall in no way affect, impair, or invalidate any other provision of this Agreement, and the remaining provisions shall remain in full force and effect.

16.0 STRICT COMPLIANCE

The County's acceptance of the CHDO's and the Administrator's performance that is not in strict compliance with the terms of this Agreement shall not be deemed to waive the requirements of strict compliance for all future performance. All changes in performance obligations under this Agreement shall follow Section 1 (General Provisions), Paragraph 4.0 (Amendments), of this Agreement.

17.0 NON-LIABILITY

The County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions shall not be liable for any act or omission by the CHDO, the Administrator, or Vendor or any agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions of the CHDO, the Administrator, or Vendor occurring in the performance of this Agreement, nor shall the County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions be liable for purchases or contracts made by the CHDO, the Administrator, Vendor or any agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions of the CHDO, the Administrator, or the Vendor, in connection with this Agreement.

18.0 INDEMNIFICATION

18.1 To the extent permitted by law, the CHDO and the Administrator shall, and shall cause any of their Subcontractors, to indemnify, defend, save and hold harmless the County, any jurisdictions or agencies issuing any permits for any work arising out of this Agreement, and their respective agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions (hereafter referred to as "Indemnitee") from and against any and all claims, demands, actions, liabilities, damages, losses, judgments, or expenses (including court costs, attorney and expert fees, and costs of claim processing, investigation, and litigation) (hereafter referred to as "Claims"): A.) that either directly or indirectly are caused by, arise from, or relate to breach of this Agreement by the CHDO, the Administrator, and any of their Subcontractors, or any of the agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions of the CHDO, the Administrator, and any of their Subcontractors; and B.) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property that are either directly or indirectly caused by, arise from, or relate to, or

are alleged to be caused by, arise from, or relate to, in whole or in part, the negligent or willful acts or omissions of the CHDO, the Administrator, and any of their Subcontractors, or any of the agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions of the CHDO, the Administrator, and any of their Subcontractors. This indemnity includes any claims or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of the CHDO, the Administrator, or any of their Subcontractors to conform to any federal, state, or local laws, statutes, ordinances, rules, regulations, or court decrees. It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the CHDO, the Administrator, and any of its Subcontractors from and against any and all claims. It is agreed that the CHDO, the Administrator, and any of their Subcontractors will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable.

18.2 To the extent permitted by law, the County and the CHDO shall, and shall cause any of their Subcontractors, to indemnify, defend, save and hold harmless the City, any jurisdictions or agencies issuing any permits for any work arising out of this Agreement, and their respective agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions (hereafter referred to as "Indemnitee") from and against any and all claims, demands, actions, liabilities, damages, losses, judgments, or expenses (including court costs, attorney and expert fees, and costs of claim processing, investigation, and litigation) (hereafter referred to as "Claims"): A.) that either directly or indirectly are caused by, arise from, or relate to breach of this Agreement by the CHDO, the County, and any of their Subcontractors, or any of the agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions of the CHDO, the County, and any of their Subcontractors; and B.) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property that are either directly or indirectly caused by, arise from, or relate to, or are alleged to be caused by, arise from, or relate to, in whole or in part, the negligent or willful acts or omissions of the CHDO, the County, and any of their Subcontractors, or any of the agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions of the CHDO, the County, and any of their Subcontractors. This indemnity includes any claims or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of the CHDO, the County, or any of their Subcontractors to conform to any federal, state, or local laws, statutes, ordinances, rules, regulations, or court decrees. It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the CHDO, the County, and any of its Subcontractors from and against any and all claims. It is agreed that the CHDO, the County, and any of their Subcontractors will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable.

19.0 TECHNICAL ASSISTANCE

The County shall provide reasonable technical assistance to the CHDO and the Administrator to assist in complying with state and federal laws and regulations, and

accountability for diligent performance and compliance with the terms and conditions of this Agreement and all applicable laws, regulations, and standards. However, this assistance in no way relieves the CHDO and the Administrator of full responsibility and accountability for their actions and performance in compliance with the terms of this Agreement.

20.0 SINGLE AUDIT ACT REQUIREMENTS

The CHDO and the Administrator are subject to the federal audit requirements of the Single Audit Act of 1984, as amended (Pub. L. No. 98-502) (codified at 31 U.S.C. § 7501, *et seq.*). The CHDO and the Administrator shall comply with 2 C.F.R. Part 200. Upon completion, such audits shall be made available for public inspection. Audits shall be submitted within the twelve (12) months following the close of the fiscal year. The CHDO and the Administrator shall take corrective actions within six (6) months after the date of receipt of the reports. The County shall consider sanctions as described in 2 C.F.R. § 200.505 if it is determined by HUD or the County that either the CHDO or the Administrator (or both) is not in compliance with the audit requirements.

21.0 AUDIT DISALLOWANCES

21.1 The CHDO and the Administrator shall, upon written notice, reimburse the County for any payments made under this Agreement that are disallowed by a federal, state, or County audit in the amount of the disallowance.

21.2 If the County determines that a cost for which payment has been made is a disallowed cost, then the County will notify the CHDO and the Administrator in writing of the disallowance and the required course of action, which shall be at the option of the County, either to adjust any future claim submitted by the CHDO and the Administrator by the amount of the disallowance or to require immediate repayment of the disallowed amount by the CHDO and the Administrator issuing a check payable to the County.

22.0 STAFF AND VOLUNTEER TRAINING

The County may make available to the CHDO and the Administrator the opportunity to participate in any applicable training activities conducted by the County.

23.0 CLEAN AIR ACT

If the total face value of this Agreement exceeds $100,000, then the CHDO and the Administrator agree to comply with all regulations, standards, and orders issued under the Clean Air Act of 1970, as amended (42 U.S.C. § 7401, *et seq.*), to the extent any are applicable by reason of performance of this Agreement.

24.0 RELIGIOUS ACTIVITIES

The CHDO and the Administrator agree that none of their costs and none of the costs incurred by any Vendors will include any expenses for any religious activities.

25.0 POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services contributed by the County, the CHDO, or the Administrator under this Agreement shall be used for any partisan political activities, or to further the election or defeat of any candidates for public office.

26.0 COVENANT AGAINST CONTINGENT FEES

The CHDO and the Administrator warrant that no person or entity has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a

commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the County may immediately terminate this Agreement without liability.

27.0 SAFEGUARDING OF PARTICIPANT INFORMATION

The use or disclosure by any Party of any information concerning an applicant for, or recipient of, services under this Agreement is directly limited to the purpose of this Agreement. The CHDO and the Administrator and their agents shall safeguard the confidentiality of this information as required by federal and state law. The CHDO and the Administrator shall include a clause to this effect in all Subcontracts.

28.0 RIGHTS IN DATA

The Parties shall have the use of data and reports resulting from this Agreement without cost or other restriction, except as otherwise provided by law or applicable regulation. Each Party shall supply the other Parties, upon request, any available information that is relevant to this Agreement and to the performance it.

29.0 COPYRIGHTS

If this Agreement results in a book or other written material, then the author is free to copyright the work, but the County reserves a royalty-free, nonexclusive, perpetual, and irrevocable license to reproduce, publish, use, and authorize others to use all copyrighted material and all material that can be copyrighted as a result of this Agreement.

30.0 PATENTS

Any discoveries or inventions arising out of, or developed in the course of, work aided by this Agreement shall be promptly and fully reported to the County for determination as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued on such invention or discovery, shall be disposed of and administered in order to protect the public interest.

31.0 AGREEMENT COMPLIANCE MONITORING

31.1 The County will monitor the CHDO's and Administrator's compliance for fiscal and programmatic performance under the terms and conditions of this Agreement and applicable regulations promulgated by the HUD and Maricopa County. On-site visits for compliance monitoring may be made by either the County or its grantor agencies (or by both the County and its grantor agencies) at any time during the CHDO's and Administrator's normal business hours, announced or unannounced. For auditing purposes, the County shall provide the CHDO and Administrator with a 30-calendar day advance notice of proposed on-site visit. During an on-site visit, the CHDO and Administrator shall make all of their records and accounts related to work performed under this Agreement available to the County for inspection and copying.

31.2 The County shall request information for monitoring/audit per Office of Management and Budget (OMB) Uniform Guidance 2 C.F.R. Part 200, to include:

31.2.1 Financial Management 2 C.F.R. § 200.302
31.2.2 Internal Controls 2 C.F.R. § 200.303
31.2.3 Bonds 2 C.F.R. § 200.304
31.2.4 Payment and Financial Reporting 2 C.F.R. § 200.305
31.2.5 Cost Sharing or Matching 2 C.F.R. § 200.306
31.2.6 Program Income 2 C.F.R. § 200.307
31.2.7 Revision of Budget and Program Plans 2 C.F.R. § 200.308
31.2.8 Period of Performance 2 C.F.R. § 200.309
31.2.9 Insurance Coverage 2 C.F.R. § 200.310

31.2.10 Record Retention and Access 2 C.F.R. § 200.334
31.2.11 Procurement Standards 2 C.F.R. § 200.318
31.2.12 Indirect Costs 2 C.F.R. § 200.414
31.2.13 Compensation-Personal Services 2 C.F.R. § 200.430
31.2.14 Audit Requirements 2 C.F.R. § 200.501-200.517

32.0 CONTINGENCY RELATING TO OTHER CONTRACTS AND GRANTS

32.1 The CHDO and the Administrator shall, during the term of this Agreement, immediately inform the Lead Agency in writing of any other agreement or grant, including any other agreement or grant awarded by the County, where the award may affect either the direct or indirect costs being paid or reimbursed under this Agreement. Failure by either the CHDO or the Administrator (or both) to notify the County of such award shall be considered a violation of this Agreement and the County may immediately terminate this Agreement without liability.

32.2 The County may request, and the CHDO and the Administrator will provide within a reasonable time, which shall not exceed ten (10) business days, a copy of such other agreement or grant, when in the opinion of the County the award of the Agreement or grant may affect the costs being paid or reimbursed under this Agreement.

32.3 If the County determines that the award to either the CHDO or the Administrator (or both) of such other agreement or grant has affected the costs being paid or reimbursed under this Agreement, then the County will prepare an amendment to this Agreement effecting a cost adjustment. If either the CHDO or the Administrator (or both) disputes the proposed cost adjustment, then the dispute shall be resolved pursuant to the "Disputes" paragraph contained in this Agreement.

33.0 MINIMUM WAGE REQUIREMENTS

The CHDO and the Administrator warrant that they shall pay all of their employees who are engaged in either performing work or providing services under the terms of this Agreement not less than the minimum wage specified under Section 206(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. § 201, *et seq.*), by law and regulation, and, as applicable, Executive Order 13658, as amended, and as specified by Arizona law.

34.0 RECOGNITION OF DEPARTMENT SUPPORT

The CHDO and the Administrator will give recognition to the County and the funding source for their support when either the CHDO or the Administrator (or both) publish materials that are (or release public information that is) paid for either in whole or in part with funds received by the CHDO and the Administrator under this Agreement.

35.0 INSURANCE

35.1 The CHDO and the Administrator, shall purchase and maintain the minimum insurance stipulated in this Agreement from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6 or higher. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company that is or companies that are authorized to do business in the State of Arizona, provided that such insurance company or companies meet the approval of the County. The form of any insurance policies and forms must be acceptable to the County.

35.2 All insurance required under this Agreement shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Agreement.

35.3 The CHDO's and the Administrator's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

35.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

35.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. The CHDO and the Administrator shall be solely responsible for the deductible and self-insured retention.

35.6 The County reserves the right to request and to receive, within 10 business days, certified copies of any or all of the insurance certificates required under this Agreement. The County shall not be obligated to review either policies or endorsements (or both) or to advise the CHDO and the Administrator of any deficiencies in such policies and endorsements, and such receipt shall not relieve either the CHDO or the Administrator from, or be deemed a waiver of the County's right to insist on strict fulfillment of the CHDO's and the Administrator's obligations under this Agreement.

35.7 The insurance policies required by this Agreement, except Workers' Compensation, shall name the County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions as Additional Insureds.

35.8 The policies required under this Agreement, except Workers' Compensation, shall contain waivers of transfer of rights of recovery (subrogation) against the County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions for any claims arising out of the work or service of either the CHDO or the Administrator (or both).

35.9 The CHDO's and the Administrator's policies shall stipulate that the insurance afforded the CHDO and the Administrator shall be primary insurance and that any insurance carried by the County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions shall be excess and not contributory insurance, as provided by A.R.S. § 41-621.

35.10 Coverage provided by the CHDO and the Administrator shall not be limited to the liability assumed under the Indemnification provisions of this Agreement.

35.11 The CHDO and the Administrator shall have coverage in effect at all times during the term of this Agreement in an amount that is adequate to protect the County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions and equipment funded under this Agreement against such losses as are set forth below. The CHDO and the Administrator shall each name the County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions as additional insured parties. The CHDO and the Administrator shall each provide the County with documentation of insurance coverage by furnishing the County a certificate of insurance or a certified copy of the insurance policy or other documentation.

35.12 The following types and amounts of insurance are required as a minimum:

35.12.1 Workers' Compensation according to statutory limits.

35.12.2 Unemployment Insurance as required by Arizona Law.

35.12.3 Public Liability, Bodily Injury, and Property Damage:

35.12.3.1 General Liability, each occurrence, $1,000,000; and

35.12.3.2 Property Damage $1,000,000; or combined single limit each occurrence $1,000,000.00 minimum 3 Automobile and Truck Liability with minimum limits of $1,000,000.00 per occurrence.

35.12.4 Standard minimum deductible amounts are allowable. Any deductible amounts are the responsibility of the CHDO and the Administrator and reimbursements, if any, under this Agreement are subject to regulatory provisions of the funding source(s) of this Agreement.

35.12.5 Property or equipment purchased or furnished through funds provided under this Agreement shall be fully insured for the purchase or replacement cost of such property or equipment.

35.13 Certificates of Insurance:

35.13.1 Upon execution of this Agreement, the CHDO and the Administrator shall furnish the County with valid and complete certificates of insurance or formal endorsements as required by the Agreement, issued by the CHDO's and the Administrator's insurer(s), as evidence that policies providing the required coverage, conditions, and limits required by this Agreement are in full force and effect. Such certificates shall identify this Agreement by number and title.

35.13.2 Prior to commencing either work or services under this Agreement, the CHDO and the Administrator shall have insurance in effect as required by this Agreement in the form provided by the County, issued by the CHDO's and the Administrator's insurer(s), as evidence that policies providing the coverage, conditions, and limits required by this Agreement are in full force and effect. Such certificates shall be made available to the County within ten (10) business days after this Agreement has been fully executed by the Parties. BY SIGNING THIS AGREEMENT, THE CHDO AND THE ADMINISTRATOR AGREE TO THIS REQUIREMENT AND THAT FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS AGREEMENT.

35.13.3 In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the CHDO's and the Administrator's work or services and as evidenced by annual Certificates of Insurance.

35.13.4 If a policy does expire during the life of this Agreement, then a renewal certificate must be sent to the County fifteen (15) business days prior to the expiration date.

35.14 Cancellation and Expiration Notice:

Insurance required under this Agreement shall not be permitted to expire, be canceled, or be materially changed without thirty (30) business day's prior, written notice to the County.

35.15 Subcontractors:

Either the CHDO's and the Administrator's certificate(s) shall include all Subcontractors as insureds under its (their) policies or the CHDO and the Administrator shall furnish to the County separate certificates for each Subcontractor. All coverages for Subcontractors shall be subject to the minimum requirements identified above.

35.16 Approval:
Any modifications or variations from the insurance requirements in this Agreement must have prior approval from the County whose decision shall be final. Such action will not require a formal amendment and must be approved by both Parties.

35.17 Exceptions:
In the event the CHDO, the Administrator, or a Subcontractor is a public entity, the Insurance Requirements shall not apply to such public entity. Such public entity shall provide a Certificate of Self-Insurance.

36.0 BONDING

36.1 The CHDO shall not commence performance or receive any reimbursements under this Agreement until such time as an assurance of performance (performance bond) shall have been provided in the full amount of this Agreement.

36.2 Any performance bond shall be from a company with a rating not less than B++ and shall be in form acceptable to the Maricopa County Attorney.

36.3 The CHDO shall provide the County with documentation of required bonding.

36.4 Nothing contained in this paragraph shall limit the ability of the CHDO to provide multiple assurances provided that the total assured amount shall be not less than the full amount of this Agreement.

37.0 GRIEVANCE PROCEDURE

The CHDO and the Administrator shall establish a system through which applicants for, and recipients of, services may present grievances and may take appeals about eligibility and other aspects of the CHDO's and the Administrator's work under this Agreement. The grievance procedure shall include provisions for notifying the applicants for, and recipients of, services of their eligibility or ineligibility for service and their right to appeal to the County if the grievance is not satisfied at the CHDO's and the Administrator's level. This system shall include protest procedures for decisions related to contract awards and requests for reasonable accommodations for persons with disabilities.

38.0 NONDISCRIMINATION

The CHDO and the Administrator, in connection with any services or other activities under this Agreement, shall not in any way discriminate against any person on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief. The CHDO and the Administrator shall include this clause in all of their Subcontracts.

39.0 EQUAL EMPLOYMENT OPPORTUNITY

39.1 The CHDO and the Administrator shall not discriminate against any employees or applicants for employment because of race, age, disability, color, religion, sex, or national origin.

39.2 The CHDO and the Administrator shall each take affirmative action to ensure applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex, or national origin. Such action shall include but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

39.3 The CHDO and the Administrator shall, to the extent the following provisions apply, comply with:

39.3.1 Title VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000a, *et seq.*);

39.3.2 the Rehabilitation Act of 1973, as amended (29 U.S.C. § 701, *et seq.*);

39.3.3 the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. § 621, *et seq.*);
39.3.4 the Americans With Disabilities Act of 1990 (42 U.S.C. § 12101, *et seq.*); and
39.3.5 Arizona Executive Order 2009-09, as amended, which mandates that all persons shall have equal access to employment opportunities.

40.0 DISABILITY REQUIREMENTS

The CHDO and the Administrator agree that any electronic or information technology offered under this Agreement shall comply with Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

41.0 UNIFORM ADMINISTRATIVE REQUIREMENTS

The CHDO and the Administrator agree to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained in 2 C.F.R. Part 200.

42.0 FINANCIAL MANAGEMENT

The CHDO shall establish and maintain a separate, interest-bearing bank account for money provided under this Agreement, or an accounting system that assures the safeguarding and accountability of all money and assets provided under this Agreement. No part of the money deposited in such bank account shall be commingled with other funds or money belonging to the CHDO or the Administrator (or both). All interest earned on such account shall be disposed of in a manner specified by the County in accordance with applicable state and federal regulations. The CHDO shall provide a signed bank account agreement authorizing the County to obtain information about the account. If an accounting system is used, then it shall be in accordance with generally accepted accounting principles.

43.0 RETENTION OF RECORDS

43.1 This provision applies to all financial and programmatic records, supporting documents, statistical records, and other records of the CHDO and the Administrator that are related to this Agreement.
43.2 The CHDO and the Administrator shall retain all records related to this Agreement for a minimum of six (6) years after final payment or until after the resolution of any audit questions, which could be more than six (6) years, whichever is longer, or for the period of affordability imposed by deed restrictions. The County, federal and state auditors, and any other persons duly authorized by the County, shall have full access to, and the right to examine, copy, and make use of any and all of the records.

44.0 ADEQUACY OF RECORDS

If the CHDO's and the Administrator's books, records, and other documents related to this Agreement are not sufficient to support and document that allowable services were provided to eligible participants, then the CHDO and the Administrator shall reimburse the County for the services not supported and documented.

45.0 COMPETITIVE BID REQUIREMENTS

45.1 Equipment

The CHDO and the Administrator shall obtain all equipment to be utilized under this Agreement and purchased with funds provided under this Agreement at the lowest practical cost in accordance with the following competitive bidding system:

45.1.1 Procurements less than $3,000 (micro-purchases) are exempt from needing competitive quotes.

45.1.2 Procurements exceeding an aggregate amount of $1,000 shall be approved by the County. At least three (3) bidders shall be solicited to submit written quotations. The award shall be made to the lowest bidder meeting specification requirements concerning price, conformity to specifications, and other purchasing factors.

45.2 Supplies

The CHDO and the Administrator shall obtain all supplies to be utilized under this Agreement and purchased with funds provided under this Agreement at the lowest practical cost and in accordance with a system of written quotes whenever the price is expected to be greater than $300, unless the CHDO and the Administrator obtain the County's prior written approval to purchase supplies by an alternate method.

45.3 Minority, Women, and Small Business Enterprises

The CHDO and the Administrator shall take affirmative steps to provide an opportunity for minorities, women, and small businesses to compete in the procurement of equipment and supplies under this Agreement.

45.4 Funding source requirements relating to competitive bid procedures may supersede any or all subparts of this clause and will be specified in the Special Provisions section of this Agreement.

46.0 PROPERTY

Any property furnished or purchased under the terms of this Agreement shall be utilized, maintained, repaired, and accounted for in accordance with instructions furnished by the County and shall revert to the County upon termination of this Agreement unless the County determines otherwise. The costs to repair such property are the responsibility of the CHDO and the Administrator within the limits budgeted under this Agreement. Repair costs beyond the budgeted amount shall be approved by the County.

47.0 IMMIGRATION LAWS AND REGULATIONS

47.1 Federal Immigration and Nationality Act

47.1.1 The CHDO and the Administrator understand and acknowledge the applicability of the Immigration Reform and Control Act of 1986 (IRCA). The CHDO and the Administrator agree to comply with the IRCA in performing under this Agreement and to permit the other Parties to inspect personnel records to verify such compliance.

47.1.2 The CHDO and the Administrator warrant compliance with the Federal Immigration and Nationality Act (FINA) and all other federal immigration laws and regulations related to the immigration status of their employees. The CHDO and the Administrator shall obtain statements from their subcontractors certifying compliance and shall furnish the statements to the Assistant Director upon request. These warranties shall remain in effect through the term of this Agreement. The CHDO and the Administrator and their subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.

47.1.3 The County may request verification of compliance for any employee or subcontractor performing work under this Agreement. Should the County either suspect or find that the CHDO or the Administrator (or both) or any of their subcontractors are not in compliance, then the County may pursue

any and all remedies allowed by law, including, but not limited to: suspension of work, termination of this Agreement for default, and suspension or debarment (or both) of the CHDO or the Administrator (or both). All costs necessary to verify compliance are the responsibility of the CHDO, the Administrator, and their subcontractor(s).

47.2 Arizona Law

47.2.1 The CHDO and the Administrator warrant that they will comply with A.R.S. § 41-4401 (e-verify requirements) and further acknowledge that:

47.2.2 The CHDO and the Administrator and their Subcontractors and Vendors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214;

47.2.3 A breach of a warranty under Sub-subparagraphs 47.2.1 and 47.2.2 above shall be deemed a material breach of this Agreement and the County may immediately terminate this Agreement without liability; and

47.2.4 The County and any contracting government entities retain the legal right to inspect the papers and employment records of any employees of CHDO and the Administrator and their Subcontractors and Vendors who work on this Agreement to ensure that the CHDO and the Administrator and their Subcontractors and Vendors are complying with the warranty provided under Sub-subparagraphs 47.2.1 and 48.7.2 above and that the CHDO and the Administrator agree to make all papers and employment records of such employee(s) available during normal working hours in order to facilitate such an inspection.

48.0 GOVERNOR'S EXECUTIVE ORDER NO. 88-26

The CHDO and the Administrator are required to use the Arizona Taxonomy of Human Services for reporting and contracting purposes.

49.0 EMPLOYMENT DISCLAIMER

49.1 This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership, or other formal business association or organization of any kind amongst the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.

49.2 The Parties agree that no individuals performing activities under this Agreement on behalf the either CHDO or the Administrator (or both) are to be considered a County employee, and no rights of County civil service, County retirement, or County personnel rules shall accrue to such individuals. The CHDO and the Administrator each shall have total responsibility for all its salaries, wages, bonuses, retirement, withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and shall defend and hold the County harmless with respect thereto.

50.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

50.1 The undersigned individuals, by signing and submitting this Agreement, indicate that they have the authority to certify the CHDO and the Administrator to the terms, representations, and warranties of this Certification. The CHDO and the Administrator, defined as the primary participant in accordance with 2 C.F.R. Part

376, both certify to the best of their knowledge and belief that they and their principals:

50.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

50.1.2 have not, within a 3-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of any federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

50.1.3 are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with the commission of any of the offenses enumerated in Subparagraph 50.1.2) of this certification;

50.1.4 have not, within a 3-year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default;

50.1.5 shall immediately notify the County if, at any time during the term of this Agreement, they are debarred, suspended, declared ineligible, or voluntarily excluded from participation. The County may pursue available remedies in the event of such occurrence, including immediate termination of this Agreement; and

50.1.6 shall not enter into a subcontract or sub-recipient agreement with any person or organization that is debarred, suspended, declared ineligible, or voluntarily excluded from participation. The County may pursue available remedies in the event of such occurrence, including immediate termination of this Agreement.

50.2 The CHDO and the Administrator shall include, without modification, this Certification's language, titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion" in all agreements with other contractors, in all lower tier covered transactions, and in all solicitations for lower tier covered transactions in accordance with 45 C.F.R. Part 76.

50.3 Should the CHDO and the Administrator not be able to provide this Certification, an explanation as to why shall be immediately provided to the County, Attention: Housing and Community Development Assistant Director, 234 North Central Avenue, Third Floor, Phoenix, Arizona 85004.

51.0 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS

51.1 The CHDO and the Administrator agree that this Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. § 4712 by Section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and Section 3.908 of the Federal Acquisition Regulation;

51.2 The CHDO and the Administrator shall inform their employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in Section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by the CHDO and the Administrator and copies provided to the County upon request; and

51.3 The CHDO and the Administrator shall insert the substance of this clause, including this paragraph, in all subcontracts over the simplified acquisition threshold ($250,000 as of June 2021).

52.0 WRITTEN CERTIFICATION IN ACCORDANCE WITH A.R.S. § 35-393.01

If the CHDO and Administrator engage in for-profit activity and have 10 or more employees, and if this Agreement has a value of $100,000 or more, then the CHDO and Administrator certify they are not currently engaged in, and agree for the duration of this Agreement not to engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

53.0 SURVIVAL

The indemnification, hold harmless, defense, and non-liability provisions of this Agreement shall have full force and effect notwithstanding any other provisions in this Agreement and shall survive the termination or expiration of this Agreement.

54.0 LOBBYING

54.1 No federal appropriated funds have been paid or will be paid by or on behalf of the CHDO or Administrator (or both) to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

54.2 If any funds, other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal agreement, grant, loan or cooperative agreement, then the CHDO or Administrator (or both) shall complete and submit OMB Form-LLL, titled "Disclosure of Lobbying Activities," in accordance with its instructions and 31 U.S.C. § 1352.

SECTION 2

SPECIAL PROVISIONS

MARICOPA COUNTY

HUMAN SERVICES DEPARTMENT

1.0 STANDARDS

The CHDO and the Administrator shall perform the work and provide the services identified in the Work Statement and the CHDO and the Administrator shall immediately notify the County whenever the CHDO or the Administrator is (or both are) unable to, or anticipate(s) an inability to, perform any of the work, or provide any of the services required by the terms of this Agreement. The CHDO and the Administrator acknowledge that any inability to perform the work and provide the services, or comply with the standards, set forth in this Agreement may subject the CHDO or the Administrator (or both) to the remedies provided in the Default and Remedies for Noncompliance established in the General Provisions.

2.0 COMPLIANCE WITH LAWS, RULES & REGULATIONS

This Agreement and the Parties to it are subject to all applicable federal, state, or local laws, rules, and regulations. The CHDO and the Administrator shall comply with all applicable laws, rules, and regulations, without limitation to those designated within this Agreement.

3.0 COMPLIANCE WITH REQUIREMENTS REGARDING ELIGIBILITY FOR PUBLIC BENEFITS

3.1 The CHDO and the Administrator shall comply with state and other laws regarding eligibility for public benefits, including A.R.S. §§ 1-501 and 1-502, which state that public benefits shall only be provided to eligible applicants who are citizens of the United States, or are Qualified Non-Citizens:

3.1.1 All applicants authorized to receive public benefits must provide documentation of their lawful presence in the United States through a verification process.

3.1.2 All eligible applicants must also execute a sworn affidavit stating that the documentation provided during the verification process to prove citizenship or qualified non-citizen is true.

3.1.3 The Affidavit Demonstrating Lawful Presence in the United States or similar form shall be used to document compliance with requirements listed above.

3.1.4 Maricopa County and its subcontracted entities are required to report “discovered violations” of federal immigration law.

3.1.5 Federal public benefits are defined in A.R.S. § 1-501 as any grant, contract, loan, professional license, or commercial license provided by an agency of the United States or by appropriated funds of the United States; and any retirement, welfare, health, disability, public or assisted housing, postsecondary education, food assistance, unemployment benefit, or any other similar benefit for which payments or assistance are provided to an individual, household, or family eligibility unit by an agency of the United States or by appropriated funds of the United States.

3.1.6 State or local public benefits are defined in A.R.S. § 1-502 as any grant, contract, loan, professional license, or commercial license provide by an agency of the state or local government or by appropriated funds of a state or local government; and any retirement, welfare, health, disability, public or assisted housing, postsecondary education, food assistance, unemployment benefit, or any other similar benefit for which payments or assistance are provided to an individual, household, or family eligibility unit by an agency of a state or local government or by appropriated funds of a state or local government.

3.2 Programs, services, or assistance (such as soup kitchens, crisis counseling and intervention, and short-term shelter) that meet the following conditions are exempt from A.R.S. §§ 1-501 and 1-502:

3.2.1 deliver in-kind services at the community level, including through public or private nonprofit agencies;

3.2.2 do not condition the provision of assistance, the amount of assistance provided, or the cost of assistance provided on the individual recipient's income or resources; and

3.2.3 are necessary for the protection of life or safety.

4.0 AUDIT REQUIREMENTS

The CHDO and the Administrator each shall, at their own expense, file with the Human Services Department, Housing and Community Development Division by March 30th of each year, either audited financial statements prepared in accordance with federal single audit requirements, or financial statements of the HOME Program prepared in accordance with generally accepted accounting principles audited by an independent certified public accountant.

5.0 SPECIAL FEDERAL AND PROJECT PROVISIONS

5.1 In accordance with HUD HOME Program regulations, the CHDO and the Administrator agree to use HOME funds pursuant to the Five-Year Consolidated Plan and the Annual Action Plan as approved by HUD and all requirements of 24 C.F.R. Part 92. The CHDO and the Administrator will require that this requirement is included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and agreements under grants, loans, and cooperative agreements) and that all Subcontractors and Vendors shall certify and disclose accordingly. The Annual Action Plan is hereby incorporated by reference into this Agreement. The project activities are described in Section 3 (Work Statement). The CHDO and the Administrator shall be responsible to provide reports of all activities related to the Work Statement. The CHDO and the Administrator agree to submit to the County the following reports:

5.1.1 **Project Proceeds Reports:** due quarterly with supporting documentation and with each Request for Reimbursement.

5.1.2 **Quarterly Performance Reports:** due on the 15th of January, April, July, and October of the preceding three (3) months (i.e., the July report covers the months of April, May, and June). Reports shall address all project activities described in the Work Statement. Failure to submit timely Quarterly Performance Reports will result in suspension of reimbursement of funds requested until all reports are brought current.

5.1.3 **Request for Reimbursements:** The Request for Reimbursement Form must include all supporting documentation, a Match Log, and Summary of Project Proceeds/Recaptured Funds Report. The CHDO will complete the documents and submit them to the Administrator for approval. The Administrator will forward the Request for Reimbursement and all supporting documentation to the Lead Agency for payment.

5.1.4 **HOME Setup Reports:** due within one (1) year after the date this Agreement is fully executed**.** According to 24 C.F.R. § 92.250 (b): Before Setup Reports are submitted, the CHDO and the Administrator must evaluate the project in accordance with guidelines that the owner/developer has adopted for determining a reasonable level of profit or return on owner's or developer's investment in a project and must not

commit or invest any more HOME funds, alone or in combination with other governmental assistance, than are necessary to provide quality affordable housing that is financially viable for a reasonable period (at a minimum, the period of affordability in accordance with 24 C.F.R. §§ 92.252 and 92.254) and that will not provide a profit or return on the owner's or developer's investment that exceeds the CHDO's and the Administrator's established standards for the size, type, and complexity of the project.

5.1.5 **HOME Completion Report:** due no later than sixty (60) calendar days after final payment is requested. The HOME Completion Report must include all required documents as described in this Agreement. Within ten (10) business days after receipt of the HOME Completion Report, the County will enter project completion data into the HUD Exchange Integrated Disbursement and Information System (IDIS). The date the HOME Completion Report is entered into IDIS is the date the affordability period commences for each activity.

5.1.6 **Initial Request for Reimbursement form**: with required documentation for each activity is due within 45 (forty-five) days after submitting a HOME Setup Report.

5.1.7 **Other HUD:** required reporting data as applicable.

6.0 PROGRAM INCOME PROJECT PROCEEDS

Project proceeds may be retained and used by the CHDO and the Administrator for HOME-eligible or other housing activities that benefit low-income families, as outlined in 24 C.F.R. Part 92. The CHDO and the Administrator will submit a Project Proceeds report with each request for reimbursement.

7.0 REAL PROPERTY ACQUIRED OR IMPROVED WITH HOME FUNDS

Upon expiration of this Agreement, any real property under the CHDO's control that was acquired or improved in whole or in part with HOME funds must be occupied by low- or very-low income households (or both) and in compliance with HOME occupancy limits and must meet the requirements to qualify as affordable housing subject to encumbrances and obligations described in any applicable recorded deed restrictions. The option to use deed restrictions must include a period of affordability set forth in 24 C.F.R. §§ 92.252 and 92.254.

8.0 DE-OBLIGATION

8.1 The County may de-obligate funds under this Agreement under any one or more of the following circumstances upon written notice to the CHDO and the Administrator:

8.1.1 The CHDO and the Administrator complete performance under the Work Statement without using all funds provided by the County under this Agreement;

8.1.2 The County's original allocation was a loan and the CHDO and the Administrator paid the loan;

8.1.3 A Program activity under the Work Statement is cancelled or changed for reasons other than non-performance; or

8.1.4 This Agreement has been terminated.

9.0 REDUCTION IN FUNDS

9.1 The County, through an Amendment, may reduce Agreement funds under either of the following circumstances:

9.1.1 The County determines that the CHDO and the Administrator failed to utilize the funds provided by this Agreement in compliance with the terms and conditions outlined herein; or

9.1.2 The CHDO and the Administrator failed to perform in accordance with Section 3 (Work Statement) and identified timelines.

10.0 REPAYMENT OF FUNDS

The CHDO and the Administrator shall repay funds that are defined as unallowable costs under applicable laws and regulations. This repayment obligation extends to, but is not limited to, questioned costs identified in either a monitoring review or Single-Audit report. Repayment of funds is required by HUD for failed projects during the period of affordability for projects financed under this Agreement. The County may specify in writing the terms of the repayment or alternative terms in lieu of repayment. However, in no case shall repayment or alternative terms be accomplished later than one hundred eighty (180) calendar days following the written determination by the County of noncompliance.

11.0 ADMINISTRATIVE REQUIREMENTS

11.1 The County is responsible for ensuring HUD HOME Program funds are administered in accordance with the HOME regulations, 24 C.F.R. Part 92. The County shall monitor the CHDO's and the Administrator's activities to ensure compliance with the following:

11.1.1 FINANCIAL RECORDS: accounting system and financial records comply with the applicable requirements and standards of 2 C.F.R. Part 200. and are subject to monitoring from time to time by the either the County or by HUD.

11.1.1.1 The CHDO and the Administrator agree to adhere to accounting principles and procedures, to utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The CHDO and the Administrator further agree to maintain an adequate accounting system that provides for appropriate grant accounting (including calculation of project proceeds).

11.1.1.2 The CHDO and the Administrator shall adhere to applicable audit requirements as described in, and in accordance with, 2 C.F.R. Part 200. In addition, the CHDO and the Administrator must provide annual single-audit reports or annual audited financial statements to the County.

11.1.1.3 The CHDO and the Administrator shall adhere to the repayment of investment requirements set forth in 24 C.F.R. § 92.503. Any HOME Funds invested in housing that do not meet the affordability requirements for the period specified in either 24 C.F.R. § 92.252 or § 92.254, as applicable, must be repaid in accordance with 24 C.F.R. § 92.503(b)(3).

11.1.2 DOCUMENTATION AND RECORD KEEPING

11.1.2.1 Records to be Maintained: The CHDO and the Administrator shall maintain all records required by the federal regulations specified in 24 C.F.R. § 92.508 that are pertinent to the activities to be funded under this Agreement. Such records shall include, but not be limited to, records:

11.1.2.1.1 Demonstrating that the CHDO is and remains a qualified CHDO;

11.1.2.1.2 Providing a full description of each activity undertaken and its impact;

11.1.2.1.3 Required to determine the eligibility of activities;

11.1.2.1.4 Demonstrating compliance with environmental review requirements;

11.1.2.1.5 Required to document the acquisition, improvement, use, or disposition of real property acquired or improved with HOME assistance (Properties retained shall continue to meet eligibility criteria);

11.1.2.1.6 Demonstrating citizen participation;

11.1.2.1.7 Demonstrating compliance regarding acquisitions, displacement, relocation, and replacement housing;

11.1.2.1.8 Demonstrating continuing compliance for all activities and compliance with recapture provisions of the affordability standards;

11.1.2.1.9 Documenting compliance with the fair housing and equal opportunity components of the HOME Program;

11.1.2.1.10 Required by 24 C.F.R. § 570.502, 2 C.F.R. Part 200, and OMB Circulars;

11.1.2.1.11 Other records necessary to document compliance with HOME Program requirements;

11.1.2.1.12 Documenting compliance with Section 3 of the Housing and Urban Development Act of 1968 and implementing regulations at 24 C.F.R. § 75.19, regardless of whether Section 3 language is included in subrecipient or other agreements;

11.1.2.1.13 Demonstrating compliance with deeds of trust, promissory notes, and forgivable loans;

11.1.2.1.14 Supporting that the CHDO and the Administrator have maintained client data demonstrating all clients served have met the income and other criteria required by federal law and that no unlawful discrimination occurs in the solicitation or selection process of low-income persons or groups and that no conflict of interest exists, as described in 24 C.F.R. § 92.356;

11.1.2.1.15 Documenting compliance with underwriting and subsidy layering requirements, including the requirement that the CHDO and the Administrator will not invest any more HOME funds in combination with other federal assistance than is necessary to provide affordable housing, as described in 24

C.F.R. § 92.250 and further described in HUD Notice CPD 15-11; and

11.1.2.1.16 Demonstrating compliance with federal, state, and local laws and regulations, including compliance with A.R.S. §§ 1-501 and 1-502.

11.1.2.2 Outcome Measures – The CHDO and the Administrator shall maintain data that supports the accomplishment of the desired outcomes as indicated in the Work Statement.

11.1.2.3 Disclosure – The CHDO and the Administrator understand that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the County's or the CHDO's and the Administrator's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service.

11.1.2.4 Program Activity Reports – Such reports as required by the County including, but not limited to, HOME Setup/Completion Reports, Quarterly Performance Reports, Quarterly Project Proceeds Reports, Match Reports, MBE/WBE information, and other HUD-required reporting data, as applicable, shall be submitted at the completion of each Program that is described under the Work Statement.

11.1.2.5 Audits and Inspections – All of the CHDO's and the Administrator records with respect to any matters covered by this Agreement shall be made available to the County, its designees, and the federal government, at any time during normal business hours, as often as the County deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any relevant deficiencies noted in audit reports shall be addressed by the CHDO and the Administrator within 45 days after receipt by the CHDO and the Administrator. Failure of the CHDO and the Administrator to comply with the above audit requirements shall constitute a violation of this Agreement and may result in the withholding of future payments. The Annual Audit requirement is applicable to all levels of funding received by the CHDO and the Administrator under this Agreement, even if the level of funding is less than the current thresholds cited in 2 C.F.R. § 200.501.

11.1.2.6 Performance Monitoring – The County and the Administrator will monitor the CHDO to determine whether HOME funded activities are implemented and administered in accordance with all applicable federal requirements and gauge performance of the CHDO against goals and performance standards required in this Agreement. The CHDO shall ensure that all required files and documentation are available at scheduled monitoring visits. The failure of the CHDO to administer, implement, and perform as determined by federal regulations and by the County shall

constitute non-compliance with this Agreement. Non-compliance is a violation of this Agreement and may result in the withholding of future payments.

12.0 ENVIRONMENTAL REVIEW CONDITIONS

12.1 Completion of the Environmental Review Record (ERR) is mandatory before taking any physical action on a site or entering into choice-limiting contracts. Only exempt activities such as administration may be taken and reimbursed by the County prior to receiving a written release of HOME funds to the CHDO and the Administrator. Exempt activities described in 24 C.F.R. § 58.34(a)(1) - (11) are activities that generally have no physical impact on the environment. If federal funds are involved in an activity, then neither federal nor non-federal funds may be expended or committed by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair, or construction activities until HUD or both HUD and the County provides the CHDO and Administrator with written authorization based on approval of an ERR.

12.2 An option agreement (to purchase land or a single-family residence) on a proposed site or property is allowable prior to the completion of the environmental review if the option agreement is contingent upon a HUD authorization to use funds based on the completion of the ERR. The cost of the option must be a nominal portion of the purchase price.

12.2.1 The CHDO and the Administrator agree to comply with: The National Environmental Policy Act of 1969 (P.L. 91-190) pursuant to 40 C.F.R. §§ 1500 – 1508; Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities pursuant thereto Title 24 C.F.R. Part 58, Subpart A; CPD Notice 01-11 HOME Environmental Review Requirements; and all conditions required in the process of the environmental assessment.

12.2.2 Air and Water - The CHDO and the Administrator shall comply with the following requirements insofar as they apply to the performance of this Agreement:

12.2.2.1 Clean Air Act, 42 U.S.C. § 7401, *et seq.*, as amended.

12.2.2.2 Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, *et seq*, as amended, Section 1318 relating to inspection, monitoring, entry, reports, and information, and all regulations and guidelines issued thereunder.

12.2.2.3 Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R. Part 50, as amended.

12.2.2.4 The CHDO and the Administrator agree to comply with conditions set forth by the Air Quality Department or other County agency, as required.

12.2.2.5 Flood Disaster Protection - In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. § 4001), the CHDO and the Administrator shall ensure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes. The CHDO and the Administrator shall require the homeowner to obtain and

maintain flood insurance as a condition of funding, or funds shall not be utilized.

12.2.2.6 Historic Preservation - The CHDO and the Administrator shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966 (54 U.S.C. § 300101, *et seq.*) and the procedures set forth in 36 C.F.R. § 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

12.2.2.7 Release of Funds (ROF) - No funds may be encumbered prior to the completion of the Environmental Review. The ERR must be completed before any funds are obligated. Funding also is conditioned upon the completion of the ERR of every activity site by address. The responsibility for certifying the appropriate ERR and ROF shall rest with the County. It is the responsibility of the CHDO and the Administrator to notify the County and to refrain from making any commitments and expenditures on a site until a ROF has been issued by the County. Failure to meet these conditions will mean that requested funds will not be disbursed.

13.0 ADDITIONAL CERTIFICATIONS, WARRANTIES, AND AGREEMENTS

13.1 The CHDO agrees to undertake the same obligations as the County has undertaken to HUD pursuant to the County's Annual Action Plan (included in this Agreement by reference) and shall adhere to the federal Certifications reference below, including Attachment 1 - Certification for a Drug-Free Workplace (HUD form 50070) and Attachment 2 - Certification of Payments to Influence Federal Transactions (HUD form 50071). The CHDO and the Administrator shall hold the County harmless, defend, and indemnify the County against any damage or other liability that the County may incur with respect to HUD as a result of any failure on the part of the CHDO and the Administrator.

13.2 The CHDO and the Administrator agree:

13.2.1 To ensure that the total HOME investment in each unit does not exceed the maximum per unit subsidy (24 C.F.R. § 92.250) for the area in which the property is located. This limit is updated annually. Refer to Attachment 3 of this Agreement.

13.2.2 To ensure that the period of affordability imposed on the project reflects the per unit subsidy limit. The minimum affordability period is five years for HOME subsidies of less than $15,000 per unit; ten years for subsidies of $15,000 to $40,000; and 15 years for subsidies greater than $40,000.

13.2.3 To ensure that the annual Homeownership Value Limits are not exceeded. HOME funds for homebuyer assistance or single-family rehabilitation projects must have an initial purchase price that does not exceed 95% of the median purchase price for Maricopa County. These limits apply to homeownership units assisted with HOME funds for the following single-family activity types: new housing construction for resale; homebuyer assistance; acquisition with rehabilitation for resale; and owner-occupied housing rehabilitation.

This limit is updated annually. Refer to Attachment 3 of this Agreement.

13.2.4 To utilize and make available the HOME funds in conformity with the non-discrimination and equal opportunity requirements set out in the HUD regulations in the National Housing Affordability and Stability Act (24 C.F.R. §§ 92.350 - 92.454), which include:

13.2.5 Implementation of the Fair Housing Act, (42 U.S.C. § 3601, *et seq.*), and implementing regulations at 24 C.F.R. Part 100 (discriminatory conduct under the Fair Housing Act), Executive Order 11063 (Equal Opportunity in Housing) as amended by Executive Order 12259 (leadership and coordination of fair housing in federal programs) and implementing regulations at 24 C.F.R. Part 107 (nondiscrimination and equal opportunity in housing under Executive Order 11063), and Title VI of the Civil Rights Act of 1964 (42 U. S. C. § 2000d, *et seq.*), and implementing regulations at 24 C.F.R. Part 1 (Nondiscrimination in Federally Assisted Programs of HUD);

13.2.6 Affirmatively further fair housing, which includes taking appropriate actions to overcome the effects of any impediments identified in the County's "Analysis of Impediments to Fair Housing Choice" and maintain records reflecting any actions taken in regard to fair housing;

13.2.7 Adhere to Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency) in accordance with Title VI of the Civil Rights Act of 1964;

13.2.8 Implementation of the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. § 6101, *et seq.*) and the regulations at 24 C.F.R. Part 146 (nondiscrimination on the basis of age in HUD programs or activities receiving federal financial assistance);

13.2.9 Implementation of the prohibitions against discrimination on the basis of handicap under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794, *et seq.*) and implementing regulations at 24 C.F.R. Part 8 (nondiscrimination based on handicap in federally assisted programs and activities of HUD) and the Americans with Disabilities Act 1990 (42 U.S.C. § 12101, *et seq.)*;

13.2.10 Implementation of the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u) (Employment Opportunities for Business and Lower Income Persons in Connection with Assisted Activities);

13.2.11 Implementation of the requirements of Executive Orders 11625 and 12432 regarding MBE development and 12138 regarding WBE, and 24 C.F.R. § 85.36 (e) and of Section 281 of the National Housing Affordability and Stability Act; and

13.2.12 Implementation of the requirements of 24 C.F.R § 5.106 Equal access in accordance with the individual's gender identity in community planning and development programs.

13.3 The CHDO and the Administrator agree that they will prepare and adopt acceptable procedures and requirements for affirmatively marketing units in the HOME Activities, when HOME Program-assisted housing contains five (5) or more rental units, by providing information about the availability of HOME Program-

assisted units that are vacant at the time of completion or that later become vacant. The CHDO and the Administrator shall make good faith efforts to provide information and to otherwise attract eligible persons from all racial, ethnic, and gender groups in the housing market to the available housing during the period of affordability. These procedures and requirements are not applicable when units are occupied by families referred from a Public Housing Authority's (PHA) waiting list, or to families receiving tenant-based rental assistance provided from HOME funds.

13.4 HOME funds may not be used for operations or modernization of public housing projects financed under the Housing Act of 1937.

13.5 The County, as the participating jurisdiction, assumes all the responsibilities for environmental review, decision making, and action under the National Environmental Policy Act of 1969 (42 U.S.C. § 4321) and the other provisions of the law that would apply to HUD were HUD to undertake such Activities as Federal Activities in accordance with 24 C.F.R. Part 58 (environmental review procedures for entities assuming HUD environmental responsibilities). The County will assume the responsibilities for the Request for Release of Funds. The CHDO and the Administrator agree not to commit or incur expenditures for HOME activities until this environmental review process has been completed. Should it be determined that the CHDO and the Administrator have incurred expenses in violation of the NEPA requirements, the CHDO and the Administrator will be responsible for the full costs for such expenditures and repayment of any related reimbursements. The CHDO and the Administrator shall provide all necessary assistance to the County in completing this environmental review process.

13.6 The CHDO and the Administrator agree to comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. §§ 4601-4655) and the governmental implementing regulations at 49 C.F.R. Part 24; and follow a residential anti-displacement and relocation assistance plan required under §104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding as they apply to the HOME Program.

13.7 The CHDO and the Administrator shall comply with the Davis-Bacon Act (40 U.S.C. § 3141, *et seq*.), Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701, *et seq*.) related acts, and the provisions of 24 C.F.R. Part 24 regarding Government Debarment and Suspension as they apply to this HOME Program.

13.8 The CHDO and the Administrator shall comply with the Flood Disaster Protection Act of 1973 (42 U.S.C. § 4001, *et seq.*) as they apply to this HOME Program.

13.9 The CHDO and the Administrator shall comply with the Drug-Free Workplace Act of 1988 as it applies to the HOME Program.

13.10 Housing assisted with HOME Program funds constitutes HUD-assisted housing for the purposes of the Lead-Based Paint Poisoning Prevention Act (42. U.S.C. §, 4851) and is therefore subject to 24 C.F.R. Part 35.

13.11 No person who is an employee, agent, consultant, officer or elected official, or appointed official who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME funds or who is in a position in a decision making process or gains inside information with regard to these activities, may obtain a financial interest or benefit from a HOME-assisted activity, either for himself/herself or those whom the person has family or business ties, during his/her tenure or for one year thereafter.

14.0 SUBCONTRACTS AND VENDORS

14.1 Approvals – Unless expressly authorized in this Agreement, exempt activities such as architectural, engineering, and administration may not be undertaken and reimbursed by the County prior to receipt of HUD Request Release of Funds (RROF). Exempt activities described in 24 C.F.R. § 58.34(a)(1)-(12) are activities that generally have no physical impact on the environment. Otherwise, the CHDO and the Administrator shall not expend or commit federal or non-federal funds by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction activities, until HUD has provided written authorization based on approved ERR. Any pre-Agreement costs entered into by subcontract with any agency or individual in the performance of this Program that are not exempt activities without Release of Funds (ROF) from the County prior to the execution of such Agreement.

14.2 DUNS Number – All Subcontractors shall have a valid DUNS number and an active profile in the federal System for Award Management, or SAM.

14.3 Fees – The CHDO and the Administrator and all Subcontractors under this Agreement shall not charge servicing, origination, or other fees for the costs of administering the HOME Program, except as permitted by 24 C.F.R. § 92.214(b)(1).

14.4 Selection Process – The CHDO and the Administrator shall ensure that all subcontracts in the performance of this Agreement are awarded on a fair and open competitive basis. Executed copies of all subcontracts shall be forwarded to the County along with documentation, if requested, concerning the selection process.

14.5 Section 3 of the Housing and Urban Development Act of 1968 – The CHDO and the Administrator shall include the Section 3 clause in every subcontract and shall take appropriate action pursuant to the subcontract upon a finding that a Subcontractor is in violation of regulations issued by HUD. The CHDO and the Administrator shall not subcontract with any entity where either the CHDO or the Administrator has (or both have) notice or knowledge that the entity has been found in violation of the regulations under 24 C.F.R. § 75.19. The CHDO and the Administrator have the responsibility of determining Section 3 eligibility.

14.6 Monitoring – The CHDO and the Administrator shall monitor/review all subcontracted services to assure contract compliance. Results of monitoring efforts shall be summarized in Quarterly Performance Reports and supported with documented evidence, if requested, of follow-up actions taken to correct areas of noncompliance.

15.0 THE COUNTY CERTIFIES

15.1 That a public purpose is served by the County contracting for activities identified in Section 3 (Work Statement).

15.2 That the HOME Program funds designated for the Work Statement activities constitute reasonable and prudent assistance.

16.0 THE ADMINISTRATOR AGREES TO

16.1 Complete and submit to the County all Environmental Reviews (ERs) in a timely manner.

16.2 Provide technical assistance to the CHDO on a continuing basis.

16.3 Approve all Requests for Reimbursement, review all requests for Amendments, and make recommendations to the County in a timely manner.

16.4 Monitor timely implementation of the CHDO's project, including encumbrance obligations, and make recommendations for compliance.

16.5 Keep the Maricopa HOME Consortium informed of progress toward goals.
16.6 Serve as the lien holder for all real estate developed, if applicable.
16.7 At the completion of the project, provide a close out memo detailing the on-going HOME requirements and responsibilities for the affordability period.

17.0 PROGRAM COMPLETION

17.1 Upon completion of the Agreement activities, any Agreement funds not expended shall be retained by the County for reallocation as defined by the Maricopa HOME Consortium Policies and Procedures.
17.2 The disposition of any property purchased during the term of this Agreement shall follow Section 1 (General Provisions), Paragraph 46.0 (Property).
17.3 The CHDO and the Administrator shall continue to be responsible for compliance activities until all HOME Program requirements and contractual obligations are met, including affordability restrictions. The CHDO's and the Administrator's obligations shall not end until all close-out requirements are completed. The County will notify the CHDO and the Administrator in writing that a Completion Report is due to the County within sixty (60) days after one of the following occurrences:
  17.3.1 Funds have been expended for the activity;
  17.3.2 The Work Statement has been completed;
  17.3.3 This Agreement has expired; or
  17.3.4 The Agreement has otherwise been terminated.
17.4 Following the receipt and approval of the Completion Report for each activity, the County will notify the CHDO and the Administrator in writing that each activity is closed. In compliance with 24 C.F.R. § 92.502(d), all project completion data shall be entered into IDIS by the County within 120 days after the final drawdown. Project completion means projects have all necessary title transfer and construction work completed, projects comply with HOME requirements including property standards set forth at 24 C.F.R. § 92.251, the final draw has been disbursed, and the projection completion data has been entered into IDIS.
17.5 For the purposes of a rental project, the following shall apply:
  17.5.1 The project shall be completed when the site receives a Certificate of Occupancy;
  17.5.2 It is not required for a beneficiary to be identified for the project to be considered complete. Vacant rental units may be marked as vacant when completion data is entered into IDIS.
  17.5.3 If any rental unit remains unoccupied six (6) months after the date of project completion, the CHDO and the Administrator must provide the County information about marketing efforts to place occupants in the unit and, if appropriate, an enhanced plan for marketing the unit so that it is leased as quickly as possible.
  17.5.4 Within eighteen (18) months after the date of project completion, if efforts to market the unit are unsuccessful and the unit is not occupied by an eligible beneficiary (or beneficiaries), the CHDO and the Administrator shall be required to repay all HOME funds invested in the unit.

18.0 FAILURE TO MAKE PROGRESS

18.1 The failure of the CHDO and the Administrator to make progress according to the Work Statement may result in the termination of this Agreement, de-obligation of funds, or recapture of funds. The CHDO and the Administrator agree to meet with

the County at the site at which the funded activity is to take place to discuss progress and allow the County to provide technical assistance if:

18.1.1 The CHDO and the Administrator fail to complete an Environmental Review pursuant to Section 2 (Special Provision) Paragraph 12.0 (Environmental Review Conditions) within one hundred and eighty (180) calendar days after the date this Agreement is executed;

18.1.2 The CHDO and the Administrator fail to commit funds to a specific local project in accordance with the terms of this Agreement within eighteen (18) months after the date of full execution of this Agreement. Commit for the purposes of this paragraph shall have the same meaning as in 24 C.F.R. § 92.2(2)(i)-(iii).

18.1.3 The CHDO and the Administrator fail to expend HOME funds in performance of project activities in accordance with the terms of this Agreement within twenty-four (24) months after the date of full execution of this Agreement.

18.1.4 Within six (6) months after the date of project completion, if a unit remains unoccupied, then the CHDO and the Administrator must provide the County information about current marketing efforts and, if appropriate, an enhanced plan for marketing the unit so that it is leased as quickly as possible. Within 18 months from the date of project completion, if efforts to market the unit are unsuccessful and the unit is not occupied by an eligible tenant, then HUD will require repayment of all HOME funds invested in the unit. A unit that has not served a low- or very low-income household has not met the purpose of the HOME program. Therefore, the costs associated with the unit are ineligible. This tracking provides the County with early notice of any units at risk of going unoccupied as described in 24 C.F.R. § 92.252.

18.2 The County will terminate this Agreement and recapture funds, if the CHDO and the Administrator do not perform the activities described in the Work Statement of this Agreement. The County, in its sole discretion, may forgo providing technical assistance and require repayment of funds as outlined in this Agreement under Section 1 (General Provisions), Paragraph 5.0 (Termination), or terminate the Agreement for cause under Section 1 (General Provisions), Paragraph 5.0 (Termination).

19.0 GENERAL CONDITIONS

19.1 Administrative Change Orders – The Chairman of the Board of Supervisors is authorized upon the recommendation of the Human Services Department Director and Legal Counsel to make changes within the general scope of the Agreement on behalf of the County through Administrative Change Orders. Administrative Change Orders shall be approved and fully executed by the Chairman of the Board of Supervisors and the City. Administrative Change Orders may address any of the following areas:

19.1.1 Administrative Change Orders may address any of the following areas:

19.1.1.1 Modifications to the project timeline if the last day of the project timeline is within the Agreement term;

19.1.1.2 Modifications to Budget line items if the Agreement Amount remains unchanged;

19.1.1.3 Modifications required by federal, state, or County regulations, ordinances, or policies;

19.1.1.4 Modifications to administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by HUD or local regulations, policies, or requirements; and

19.1.1.5 Modifications to Administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by HUD or by local regulations, policies, or requirements.

19.1.2 It is the responsibility of the City to ensure the latest documents are consulted and followed.

19.2 Addenda:

19.2.1 The CHDO and the Administrator shall submit to the County an Addendum when each property has been identified and will be acquired by the CHDO and the Administrator for rehabilitation activities under this Agreement. A sample Addendum is attached as Attachment 4; and

19.2.2 All Addenda shall be integrated into this Agreement.

19.3 It is the responsibility of the CHDO and the Administrator to ensure the latest documents are consulted and followed.

20.0 REVERSION OF ASSETS

Unexpended funds must be de-obligated and returned to the County for reallocation. At the expiration of this Agreement, the County, upon recommendation of the Maricopa HOME Consortium staff, may reallocate any unencumbered funds per the Consortium reallocation policy, as stated in the Maricopa HOME Consortium Intergovernmental Three-year Cooperative Agreement. A written letter to de-obligate funds will be sent to the CHDO from the County a minimum of ninety (90) calendar days prior to termination of this Agreement.

21.0 VIOLENCE AGAINST WOMEN REAUTHORIZATION ACT of 2013

The CHDO and the Administrator must comply with VAWA 2013, which applies to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation, and which must be applied consistent with all nondiscrimination and fair housing requirements. The CHDO must give a Notice of Occupancy Rights to tenants and applicants to ensure they are aware of their rights under VAWA, maintain an emergency transfer plan, and document incidents of domestic violence, dating violence, sexual assault, and stalking.

SECTION 3

WORK STATEMENT



MARICOPA COUNTY

HUMAN SERVICES DEPARTMENT

MARICOPA COUNTY
HOME Investment Partnerships Program
Work Statement
Program Year 2020

DUNS Number CHDO: 022225143
DUNS Number Administrator: 077524981
Project: Newtown-Chandler Community Land Trust Acquisition/Resale
Type of Property: Single Family Residential

1.0 FUNDING

CHDO 2020 HOME FUNDS	CASH MATCH	OTHER RESOURCES	TOTAL BUDGET
$212,987		$860,280	$1,073,267

2.0 SCOPE OF WORK

2.1 Project Description: Acting in the capacity of a developer, the CHDO will acquire and rehabilitate two (2) single-family houses in Chandler. The property will be acquired with CHDO's line of credit, following completion of environmental review requirements. This is a scattered-site homeownership project and will target zip codes 85224, 85225, and 85226 to be supplemented by the specific street address. Parties agree to execute an Addendum once properties are identified. Addenda to this Agreement identifying individual properties by street address for participation in the Newtown-Chandler Community Land Trust Program (CLT) will be executed before funding is made available. Funds will be paid to CHDO and the Administrator only after the CHDO and the Administrator have met the Commitment requirements as set forth in 24 C.F.R. § 92.2 (1) and (2), respectively, and are prepared to commence construction within twelve months.

2.2 Project Purpose: The Project will create homeownership opportunities for low-income households, which is a high priority in the Consolidated Plan. The completed units shall be sold through the CHDO's (CLT) program in which the buyer purchases the improvements only and enters into a 99-year CLT Ground Lease with the CHDO. The CLT Ground Lease contains provisions that require the housing to be used as the buyer's principal residence and restricts resale/transfer only to Low-Income buyers. In addition, the CLT Ground Lease has a shared-appreciation provision that limits the sale price of the housing and helps ensure affordability for future buyers.

2.3 Project Beneficiaries: Two (2) first-time homebuyers at or below 80% of the area median income level. The CHDO will secure affordability through the Resale Provisions. The CHDO shall ensure the beneficiaries are income-eligible and comply with 24 C.F.R. § 92.203(d)(1). The eligible buyer will be required to complete an approved homebuyer education class and homeownership counseling. The homeownership counseling services provided must meet the definition of housing counseling as defined at 24 C.F.R. Part 5.100. The content and process of housing counseling must meet the standards outlined in 24 C.F.R. part 214. Eligible buyers also will be required to complete a CLT orientation, at which time the ground lease, resale restrictions, shared equity, and all other provisions of the CLT program shall be fully explained.

2.4 Project Staff: The CHDO shall maintain staff qualified to perform the duties of the project. The CHDO shall immediately notify the Administrator and the County regarding any changes in staff committed to the CHDO project. The Administrator and the County reserve the right to review the qualifications of new staff committed to the CHDO project after the execution of this Agreement. The CHDO will be responsible for all communications with the Administrator and the Maricopa HOME Consortium, providing all updates and as requested. In addition, any complaints will be the responsibility of the CHDO.

2.5 Subcontractors: The CHDO, as the developer on this project, will oversee every aspect of the project. This oversight includes, but is not limited to, day-to-day operations; preparing budgets; managing the budget, timeline, and change orders; issuing a Request for Proposal and selecting the general contractor and Subcontractors. The CHDO shall select subcontractors in accordance with the Administrative Requirements of this Agreement. The CHDO shall contract with responsible and qualified subcontractors to perform the duties of the project. The CHDO shall verify the qualifications of each subcontractor through license verification, references, and SAM.gov.

2.6 Funds for rehabilitation are obligated by completing a detailed set of plans and specifications (work write-up) and completing a detailed construction/rehabilitation cost estimate based upon those specifications. Such cost estimate may include a contingency for construction change orders of up to 15% for rehabilitation and up to 5% for new construction. The property must be free from any defects that pose a danger to the health and safety of occupants and must meet written rehabilitation standards and local codes and ordinances at project completion. Copies of the final inspection must be retained in the project files and provided to the County upon submitting a completion report.

2.7 Period of Affordability: Resale provisions will be used to ensure compliance with the Period of Affordability required by HUD at 24 C.F.R. § 92.254. The affordability restrictions will be secured by a CLT Ground Lease and a Declaration of Affirmative Land Use Restrictions.

2.8 The completed units shall be sold through the CLT program in which the buyer purchases the improvements only and enters into a 99-year CLT Ground Lease with the CHDO. The CLT Ground Lease shall contain provisions that require the housing to be used as the buyer's principal residence and restricts resale/transfer only to Low-income families. In addition, the CLT Ground Lease has a shared-appreciation provision that limits the sale price of the housing and helps ensure affordability for future buyers. A Memorandum of Ground Lease and Right of First Refusal shall be recorded. A Performance Deed of Trust also shall be recorded and name the CHDO as the beneficiary. The foregoing ensures that the CHDO is notified in the event the owner of the improvements attempts to either refinance or transfer the property.

2.9 The shared-appreciation provision conforms to Maricopa HOME Consortium Recapture/Resale Provisions: The "Fair Return" for leasehold properties is defined as the lessee's purchase price, plus 25% of the lessee's share of the increase in leasehold value at time of resale based on a leasehold valuation performed by a duly licensed appraiser.

2.10 Declaration of Affirmative Land Use Restrictions: Upon sale to an eligible buyer, a Declaration of Affirmative Land Use Restrictive Covenant for HOME Project shall be executed between the Administrator and the CHDO and recorded against the land to secure the Period of Affordability as required by HUD. The Period of Affordability is based on the total amount of HOME funds invested in the housing.

3.0 OBJECTIVES AND OUTCOMES:

OBJECTIVE	OUTCOMES		
	AVAILABILITY/ ACCESSIBILITY	AFFORDABILITY	SUSTAINABILITY
DECENT HOUSING	☐ Single-Family Housing Rehab and Emergency Rehab, Homebuyer Assistance	☒ Homebuyer Activities, Acq/Rehab of rental housing, Acq/New Construction of rental housing, Expansion of assisted rental units in the private marketplace	☐ Housing Activities in a targeted revitalization area

4.0 LOGIC MODEL: PERFORMANCE INDICATORS

INPUTS/ RESOURCES	OUTPUTS		OUTCOMES	OBJECTIVES
	ACTIVITIES	PARTICIPATION		
CHDO staff, funding, contractors	Acquisition, rehabilitation, and resale	Two households	Increased affordable housing for low- income families. Increased homeownership. Improved neighborhoods and quality of life.	Decent housing.

5.0 PERFORMANCE REPORTING GOALS/TIMELINE OF ACTIVITIES

MILESTONES: Tasks to be Performed	COMPLETION DATE
Application/market study	12/06/2019
Execute third party agreement for HOME funds	07/15/2021
Site selection	03/31/2022
Environmental Review approval	03/31/2022
Homeownership counseling/buyer preparation	04/30/2022
Acquisition	03/31/2022
Work write-ups and bid selection	04/30/2022
Homebuyer financing secured	04/30/2022
Rehabilitation	04/30/2022
Resale of properties to homeowners	04/30/2022
Final Close-out /Project Completion Form	03/31/2022

Any change to the Timeline will need to be approved by the County.

6.0 ACTIVITY BUDGET SUMMARY:

ACTIVITY	PY2020 HOME FUNDS	Additional Sources	TOTAL ACTIVITY BUDGET
Acquisition	$212,987	$511,543	$724,530
Land		$4,028	$4,028
Inspections, title, appraisal		$1,611	$1,611
Legal fees		$4,833	$4,833
Rehabilitation construction cost		$140,700	$140,700
Development Costs: Loan interest, taxes, insurance, utilities, resale title & closing, realtor fees.		$60,300	$60,300
Developer Fee (address specific project delivery)		$93,265	$93,265
Down Payment Assistance		$44,000	$44,000
TOTALS	**$212,987**	**$860,280**	**$1,073,267**

6.1 Note: A total of $3,000 per activity will be withheld from the total amount of HOME funds obligated to each activity/address. $1,500 may be reimbursed upon completion of rehabilitation/new construction (Certificate of Occupancy) and a signed purchase contract with a qualified buyer. The final $1,500 will be reimbursed when a completion form is submitted by the CHDO to the County.

6.2 Additional Sources: CHDO Line of Credit and cash.

7.0 ACTIVITY MATCH:

AMOUNT	FORM OF MATCH	SOURCE
$162,000	WISH/IDEA Funds	Federal Home Loan Bank of San Francisco

8.0 SALES PRICE:

8.1 To ensure the homes are affordable for the target income group, the sales price shall be calculated so that each buyer's monthly housing expenses (including principal, interest, property taxes, and home insurance) does not exceed 35% of the buyer's gross monthly household income, unless there are documented compensating factors. In addition, the housing will have a purchase price that does not exceed 95% of the median purchase price for the area as described in 24 C.F.R. § 92.254 (a)(2). Refer to Attachment 3 to this Agreement.

8.2 The buyer may obtain a mortgage loan with a fixed-term and interest rate, and lender fees may not exceed 5% of the mortgage amount. The income of the buyer shall be determined according to the requirements at 24 C.F.R. § 92.203.

9.0 CHDO PROJECT PROCEEDS:

9.1 All proceeds generated from the CHDO development activities shall be considered Project proceeds and subject to the Project proceeds requirements set forth in HOME Program regulations. Project proceeds shall be tracked by the CHDO and reported to the Administrator. Documentation supporting the amount of Project

proceeds received and expended shall be submitted to the Administrator and the County. Project proceeds shall be retained and expended by the CHDO for either the construction of additional properties under this Agreement or other HOME-eligible activities, in both cases with prior approval from the Administrator and the County.

10.0 CONVERSION TO RENTAL:

If the acquired property under this Agreement has not been sold to an eligible homebuyer within nine (9) months after the receipt of a Certificate of Occupancy, then it must be converted to a HOME rental unit that complies with all HOME requirements for the period of affordability applicable to such rental units according to 24 C.F.R. § 92.254(a)(3). If the vacant property is not converted, then the HOME funds must be repaid to the County.

SECTION 4

COMPENSATION



MARICOPA COUNTY

HUMAN SERVICES DEPARTMENT

1.0 COMPENSATION

1.1 The CHDO and the Administrator will only utilize HOME funds to pay for eligible activities and costs of those activities permitted in 24 C.F.R. § 92.300 and not specifically prohibited under 24 C.F.R. § 92.214 (Prohibited Activities and Fees).

1.2 The CHDO and the Administrator shall be reimbursed utilizing the Catalog of Federal Domestic Assistance (CFDA): 14.239, HOME Investment Partnerships Program provided to the County through the U.S. Department of Housing and Urban Development (HUD).

1.3 Subject to the availability and authorization of funds for the explicit purposes set forth below, the County will pay the CHDO and the Administrator compensation for services rendered as indicated in the following paragraphs.

1.4 The CHDO and the Administrator shall not retain any funds drawn down in excess of immediate cash needs (to be used within 15 calendar days after drawdown) to cover subsequent requests for reimbursement. Any excess funds must be returned to the County within 30 days after receipt. The CHDO and the Administrator also must return to the County any interest that is earned on those funds that are drawn down and not expended for eligible costs within 15 days after the funds have been draw down.

2.0 METHOD OF PAYMENT

2.1 The CHDO and the Administrator agree to submit reimbursement requests utilizing the approved Reimbursement Request Form to the County, along with the Match Log Certification Form. The CHDO and the Administrator may request funds only after the CHDO and the Administrator have satisfied the funding contingencies and federal Environmental Review conditions and have a written agreement in place for Project activities. Requests for reimbursement must be made using the request for payment incorporated in this Agreement.

2.2 The CHDO and the Administrator may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed. Program income must be disbursed before the CHDO and the Administrator request funds from the County.

2.3 The County agrees to reimburse the CHDO for actual allowable costs incurred, upon certification of HUD Environmental Release of Funds and submittal by the CHDO and the Administrator of an itemized statement of actual expenditures incurred, supported by appropriate documentation. Reimbursement by the County is not to be construed as final in the event that HUD disallows reimbursement for the Program or any portion thereof. The County shall reimburse the CHDO and the Administrator on a Net 0 payment standard.

3.0 TIMELINESS

3.1 A Request for Reimbursement shall be submitted by the CHDO and Administrator by the 15th calendar day of the month following the month close out in which the expenditure occurred.

3.2 All requests for reimbursement of expenditures must be submitted within the same fiscal year in which the expenditures are incurred. The fiscal year runs July 1st through June 30th, and all Requests for Reimbursement shall be submitted by the CHDO and Administrator no later than July 30th for the preceding fiscal year.

3.3 All requests for reimbursements shall be submitted by the CHDO and the Administrator to: HSDFINANCE@MARICOPA.GOV.

4.0 REIMBURSEMENT

4.1 The County shall provide financial reimbursement for services performed by the CHDO, not to exceed the amounts listed on page 1 of this Agreement and the availability of of funds.

4.2 The County shall reimburse the CHDO on a net “0” payments standard.

5.0 FINAL REIMBURSEMENT UPON AGREEMENT TERMINATION

5.1 Upon termination of this Agreement at the date identified on page 1 of this Agreement, or as may be amended, the CHDO and the Administrator shall submit the final reimbursement request.

5.1.1 This request shall be submitted no later than 30 calendar days after the termination date except as noted immediately below.

5.1.2 If the termination date is between June 10th and June 30th, then the final reimbursement request shall be submitted by July 10th.

5.1.3 The final progress report, and any other required reports that may be applicable such as the Project proceeds report, shall be submitted with the final reimbursement request.

SECTION 5

ATTACHMENTS

MARICOPA COUNTY

HUMAN SERVICES DEPARTMENT

Attachment 1

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. **Sites for Work Performance**. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here ☐ if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Signature X	Date

form HUD-50070 (3/98)
ref. Handbooks 7417.1, 7475.13, 7485.1 & .3

Attachment 2

OMB Approval No. 2577-0157 (Exp. 11/30/2023)

Certification of Payments to Influence Federal Transactions

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

Public reporting burden for this information collection is estimated to average 30 minutes. This includes the time for collecting, reviewing, and reporting data. The information requested is required to obtain a benefit. This form is used to ensure federal funds are not used to influence members of Congress. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

Applicant Name

Program/Activity Receiving Federal Grant Funding

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

Previous edition is obsolete

form HUD 50071 (01/14)

Attachment 3

HOME Maximum Per-Unit Subsidy Limits

This limit determines the maximum amount of HOME funds that may be invested on a per-unit basis in HOME-assisted housing projects as of June 4, 2020.

Bedroom Size	Maximum HOME per unit subsidy limit
0 Bedroom	$ 153,314
1 Bedroom	$ 175,752
2 Bedrooms	$ 213,718
3 Bedrooms	$ 276,482
4 Bedrooms	$ 303,490
5 Bedrooms	$ 303,490

Please request updated HOME maximum per unit investment limits from the Maricopa County Housing and Community Development Division on an annual basis, as these limits are adjusted annually by the U.S. Department of Housing & Urban Development (HUD). For current Maricopa HOME Consortium limits, refer to additional Maricopa County Information Bulletins here: https://www.maricopa.gov/3893/Funding-Notices-Bulletins More information can be found here: https://www.hudexchange.info/resource/2315/home-per-unit-subsidy/

HOME Homeownership Value Limits (95% Limits)

Community Housing Development Organizations using HOME funds for homeownership assistance for new housing construction for resale must have an initial purchase price that does not exceed 95% of the median purchase price for Maricopa County which is **$313,000** as of July 1, 2020.

Please request updated HOME Homeownership Value Limits from the Maricopa County Housing and Community Development Division on an annual basis, as these limits are adjusted annually by the U.S. Department of Housing & Urban Development (HUD), or go to either www.maricopa.gov/3893 or HUD's website for the updated versions each year.

Attachment 4

ADDENDUM
TO THE AGREEMENT BETWEEM
MARICOPA COUNTY
ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT,
NEWTOWN CDC, AND THE CITY OF CHANDLER

ACTIVITY: **Newtown-Chandler Community Land Trust**
Acquisition/Resale
Single Family Residential

CONTRACT START DATE: _____
CONTRACT END DATE: _____
CONTRACT NUMBER: _____
ACTIVITY FUNDING AMOUNT: _____

I. The purpose of this Addendum is to identify the property(ies) acquired for Project activities.

II. Pursuant to the Agreement Section 2 (Special Provisions), Paragraph 19.0 (General Conditions), of the Parties' Agreement, the following property is identified for purchase: _____ [Insert street address(es) and Maricopa County tax parcel number(s)].

III. All other terms of the Agreement not amended by this Addendum shall remain in full force and effect as approved.

IV. The Parties have authorized the undersigned to execute this Addendum on their behalf.

V. This Addendum shall be effective upon approval and signature by the Parties.

IN WITNESS, the Parties have approved and signed this Addendum.

MARICOPA COUNTY

_____
Chairman, Board of Supervisors Date

ATTESTED TO:

_____
Clerk of the Board Date

APPROVED AS TO FORM:

_____
Deputy County Attorney Date

CITY OF CHANDLER (Administrator)

_____
City Manager Date

ATTESTED TO:

_____
City Clerk Date

APPROVED AS TO FORM:

_____
Attorney for the City of Chandler Date

NEWTOWN COMMUNITY DEVELOPMENT CORPORATION (CHDO)

_____
Executive Director Date

CHANDLER arizona
Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** UA21-058

Date: July 12, 2021
To: Mayor and Council
Thru: Joshua H. Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
John Knudson, Public Works and Utilities Director
From: Tabitha Sauer, Solid Waste Manager
Subject: Agreement No. SW0-910-4176, Amendment No. 1, with Allied Waste Transportation, Inc., dba Republic Services, Inc., for City Facilities Refuse Collection

Proposed Motion:

Move City Council approve Agreement No. SW0-910-4176, Amendment No. 1, with Allied Waste Transportation, Inc., dba Republic Services, Inc., for City Facilities Refuse Collection, in an amount not to exceed $87,495.42, for a one-year period, August 1, 2021, through July 31, 2022.

Background/Discussion:

The City provides refuse collection services to City buildings and facilities, including parks, subsidized housing facilities, and office buildings. Under this agreement, Republic Services, Inc., will provide front-load collection of three, four, and six cubic yard containers. Due to the waste volume, space limitations with revetments or parking, and access to containers, front-load collection is required for City buildings and facilities when 300-gallon, side-load containers cannot feasibly be utilized under the City's other refuse collection contracts.

Evaluation:

On June 25, 2020, City Council approved Agreement No. SW0-910-4176, with Allied Waste Transportation, Inc., dba Republic Services, Inc., for City facilities refuse collection services, for a one-year period, with the option of up to two (2) one-year extensions. The contractor has agreed to extend for one (1) additional year at the same terms, conditions and pricing.

Staff recommends extension of this agreement for the term of August 1, 2021, through July 31, 2022. This is the first extension of the original agreement.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
625.3700.5219.0.0.0	Solid Waste Operating	Other Professional Services	$87,495.42	N

Attachments

Amendment - Republic Services

DocuSign Envelope ID: CCE8003C-03D5-4C61-9F29-C38A104506FC

CHANDLER arizona

City Clerk Document No. _____

City Council Meeting Date: July 15, 2021

AMENDMENT TO CITY OF CHANDLER AGREEMENT
CITY FACILITIES REFUSE COLLECTION
CITY OF CHANDLER AGREEMENT NO. SW0-910-4176

THIS AMENDMENT NO. 1 (Amendment No. 1) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Allied Waste Transportation, Inc., dba Republic Services Inc. (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2021 (Effective Date).

RECITALS

WHEREAS, the Parties entered into an agreement for City facilities refuse collection (Agreement); and

WHEREAS, the term of the Agreement was August 1, 2020 through July 31, 2021, with the option of up to two one-year extensions; and

WHEREAS, the Parties wish to exercise the first option through this Amendment to extend the Agreement for one year.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this reference.

2. Section 4, Price is amended to read as follows: The City will pay the Contractor the per unit cost set forth in Exhibit B of the original Agreement, which is incorporated into and made a part of this Amendment No. 1 by this reference. Total payments made to the Contractor during the term of this Amendment No. 1 will not exceed $87,495.42.

3. Section 5, Term is amended to read as follows: The Agreement is extended for a one-year period August 1, 2021 through July 31, 2022.

DocuSign Envelope ID: CCE8003C-03D5-4C61-9F29-C38A104506FC

4. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 1 and the Agreement, the terms and conditions in this Amendment No. 1 prevail and control.

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: Jim Groen

Its: General Manager

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

CHANDLER arizona
Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** UA21-059

Date:	July 12, 2021
To:	Mayor and Council
Thru:	Joshua H. Wright, Acting City Manager Debra Stapleton, Assistant City Manager John Knudson, Public Works and Utilities Director
From:	Paul Roy, Utility Operations Manager
Subject:	Purchase of Variable Frequency Drive Replacement and Installation Services

Proposed Motion:

Move City Council approve the purchase of variable frequency drive replacement and installation services from Keller Electrical Industries, Inc., utilizing the City of Mesa Contract No. 2020112, in an amount not to exceed $375,000, and authorize the City Manager or designee to sign a linking agreement with Keller Electrical Industries, Inc.

Background/Discussion:

The Airport Water Reclamation Facility (AWRF), located at 905 E. Queen Creek Road, is responsible for the treatment of municipal wastewater with a current rated treatment capacity of 27 million gallons per day. Treatment processes at the facility have extensive automation controlling the pumps and motors that move wastewater flow through the facility. AWRF is over 20 years old and has been in continuous operation with aging equipment, requiring replacement to ensure operational reliability and redundancy. The majority of the pumping equipment utilizes Variable Frequency Drives (VFDs) to control variable speed operation of the electric motors and pumps required for daily operation. These controllers are utilized for optimal energy efficiency and controllability of plant treatment and distribution of reclaimed water to City customers. The identified drives are considered critical points of failure for the facility and replacement of the drives is recommended to ensure continued plant operability and redundancy.

This contract will be used to purchase and install 20 VFDs throughout the AWRF site for the reliable and efficient pumping of wastewater for treatment and the resulting reclaimed water for distribution to City of Chandler customers.

Evaluation:

The City of Mesa competitively solicited and awarded a contract for motor, pump, well repair, and replacement services to Keller Electrical Industries, Inc. The City has a current Intergovernmental Agreement with Strategic Alliance for Volume Expenditures purchasing cooperative allowing for use of City of Mesa contracts. The City of Mesa contract is valid through July 1, 2025. Staff recommends use of this contract because of competitive pricing, quality customer service, and the warranty provided.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
615.3960.5329.0.0.0	Wastewater Operating	Electrical Supplies	$250,000	N
612.3960.5329.0.0.0	Reclaimed Water Operating	Electrical Supplies	$125,000	N

CHANDLER arizona
Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** CP21-173

Date: July 12, 2021
To: Mayor and Council
Thru: Joshua H. Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
John Knudson, Public Works and Utilities Director
Andrew Goh, Capital Projects Manager
From: Sandra Story, Engineering Project Manager
Subject: Construction Contract No. WA1912.401, with Haydon Companies, LLC, for the Water Main Replacements

---

Proposed Motion:

Move City Council award Construction Contract No. WA1912.401 to Haydon Companies, LLC, for the Water Main Replacements, in an amount not to exceed $6,442,188.

Background/Discussion:

The City's Water Distribution Division currently maintains over 36,000 valves and 1,100 miles of pipe in the potable water system. This project is a continuation of a program to replace water mains that are susceptible to main breaks due to age and condition. The program evaluates water infrastructure, identifying high priority water mains in need of replacement. Replacement of City water mains will result in improved system reliability and reduced liability from water damage as a result of main breaks.

This agreement is for the construction of approximately 19,000 linear feet of water mains, ranging in size from 4-inch to 12-inch diameter, in three high-priority ranked areas: Chieftain Village, Kingston, and Westwood Manor. The contract completion time is 450 calendar days following Notice to Proceed.

A related Professional Services Agreement with Entellus, Inc., for the Water Main Replacements Construction Management Services, is also scheduled for this City Council meeting.

A related Professional Services Agreement with GHD, Inc., for the Water Main Replacements Post Design Services, is also scheduled for this City Council meeting.

Evaluation:

Six (6) bids were opened on May 4, 2021. The bid results were as follows:

Contractor	Bid Total
Haydon Companies, LLC	$6,442,188.00
Granite Construction Company	$6,457,199.00
Achen-Gardner Construction, LLC.	$6,482,000.00
Archer Western Construction, LLC.	$6,597,268.50

Action Direct, LLC. dba Redpoint Contracting, Inc.	$6,915,405.50
The Fishel Company	$8,061,354.10

Fiscal Impact

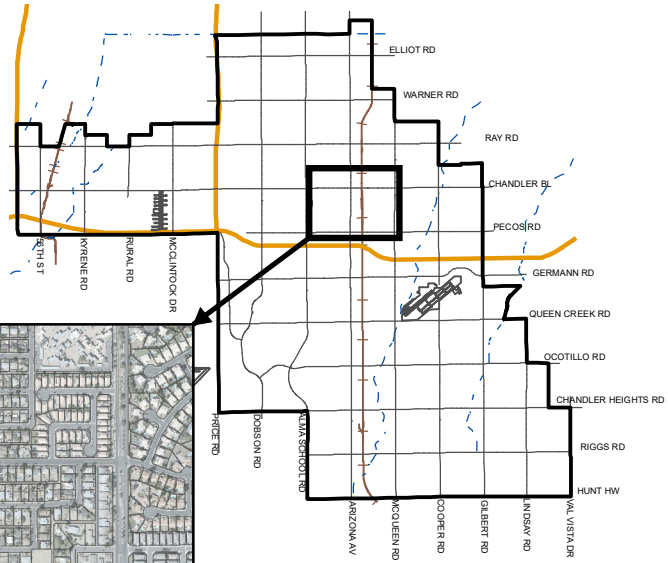
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
605.3820.6714.6WA023	Water Operating Fund	Water Main Replacements	$6,442,188.00	Y

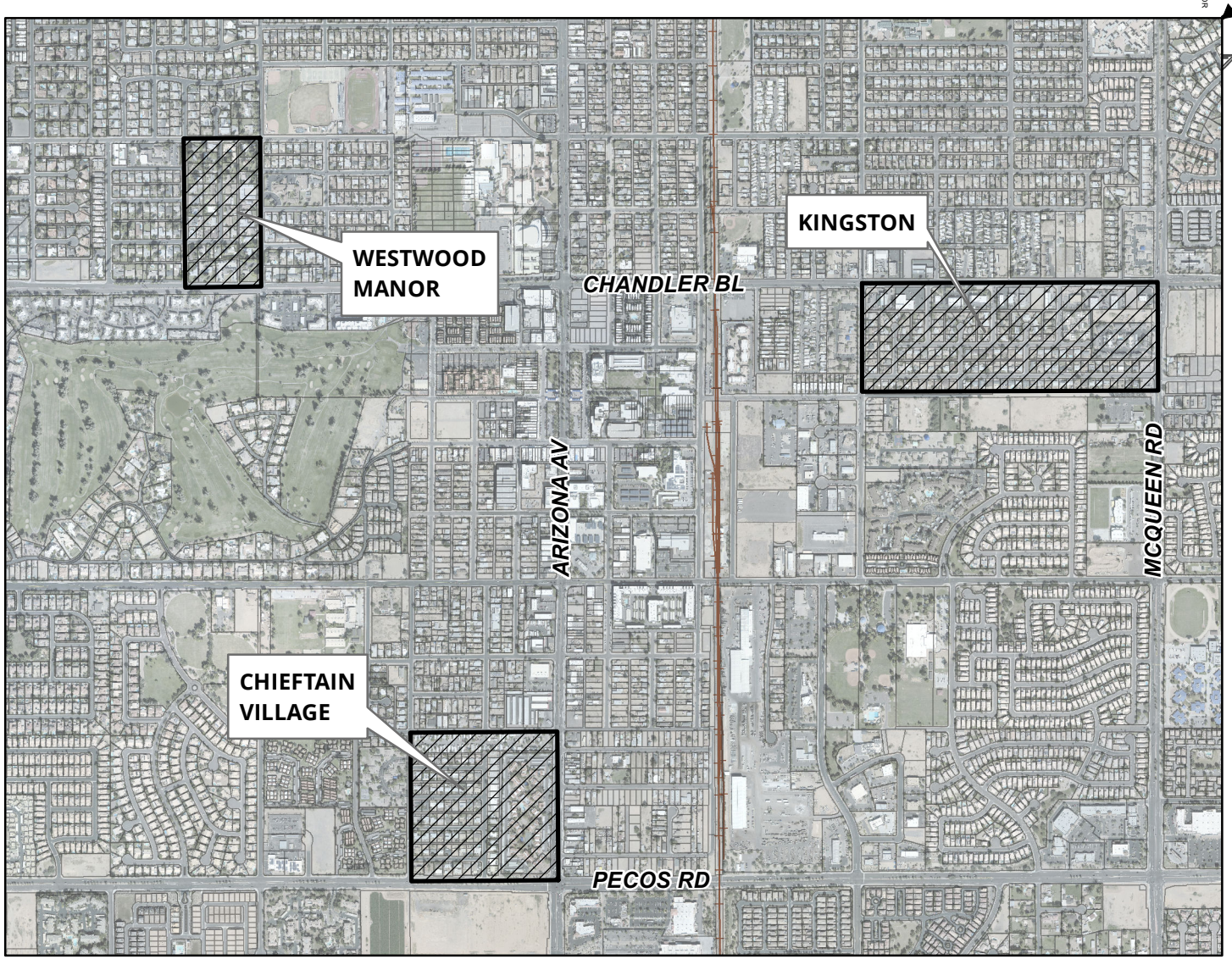
Attachments

Location Map
Contract - Haydon Companies, LLC

CHANDLER
arizona

WATER MAIN REPLACEMENTS
PROJECT NO. WA1912.401





MEMO NO. CP21-173

PROJECT SITE

NTS

ChanGIS

F:\ENGINEER\GENSERV_ArcMap_Shared\Map Requests\Capital Projects\CP21-173 WATER MAIN REPLACEMENTS\CP21-173.mxd 6/11/2021 MARICELAH

CITY OF CHANDLER, ARIZONA
PUBLIC WORKS & UTILITIES DEPARTMENT
CAPITAL PROJECTS DIVISION

CONSTRUCTION CONTRACT

WATER MAIN REPLACEMENTS

CITY PROJECT NO.: WA1912.401

MAYOR
Kevin Hartke

VICE MAYOR
Mark Stewart

COUNCIL
Matt Orlando OD Harris
Christine Ellis René Lopez Terry Roe

_____

Andrew Goh, P.E.
CIP City Engineer

CITY OF CHANDLER, ARIZONA

WATER MAIN REPLACEMENTS

CITY PROJECT NO.: WA1912.401

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CONSTRUCTION SERVICES CONTRACT
PROJECT NO.: WA1912.401

THIS CONTRACT is made and entered into on the _____ day of _____, 2021, by and between City of Chandler, an Arizona municipal corporation, hereinafter called "City" and the "Contractor" designated below (City and Contractor may individually be referred to as "Party" and collectively referred to as "Parties").

City and Contractor agree as follows:

ARTICLE 1 - PARTICIPANTS AND PROJECT

CITY: **City of Chandler**
CIP City Engineer: Andrew Goh
Phone: 480-782-3343
Email: andrew.goh@chandleraz.gov

CITY: **City of Chandler**
Construction Project Manager: Paul Ahlas
Phone: 480-782-3328
Email: paul.ahlas@chandleraz.gov

CONTRACTOR: **Haydon Companies, LLC**
4640 E. Cotton Gin Loop, Phoenix, AZ 85040
Arizona ROC No.: 330372
Federal Tax ID No.: 85-1885564
Business Organization: limited liability company
State Where Organized: Arizona
Contractor Representative: Matt Carpenter
Phone: 602-296-1496
Email: mcarpenter@haydonbc.com

DESIGN PROFESSIONAL: **GHD, Inc.**
4747 N. 22nd St., Ste. 200, Phoenix, AZ 85016
Design Professional Representative: Bill Roberts
Phone: 602-216-7208
Email: Bill.roberts@ghd.com

PROJECT DESCRIPTION:

Construction of water mains.

PROJECT LOCATION:

Downtown Chandler area

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 CONTRACT DOCUMENTS

The Contract between City and Contractor will consist of the following Contract Documents:

1. This Construction Services Contract and all of its Exhibits, including Project Plans and Technical Specifications.
2. General Conditions and General Conditions Appendices, incorporated by reference.
3. Project Specific Special Provisions as set forth in Exhibit A, incorporated by reference.
4. Project Bid Proposal.

2.2 In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents will take precedence as described in Section 14.1.4 of the General Conditions.

2.3 DEFINITIONS

The definitions in Section 2 of the General Conditions apply to all the Contract Documents, including this Agreement. Additional definitions or defined terms applicable to all the Contract Documents for this Project, if any, include the following:

N/A

ARTICLE 3 - CONSTRUCTION SERVICES

3.1 GENERAL

3.1.1 Scope of Work. All terms and conditions are set forth in the Contract. Any terms and conditions and exceptions noted in the Contractor's proposal or other documents do not apply unless agreed to in this Contract or an approved addendum.

3.1.2 Contractor agrees this is a Unit Price Contract. Contractor agrees at its own cost and expense, to do all Work necessary required to fully, timely and properly complete the construction of the Project in strict accordance with the Contract Documents in a good and workmanlike manner, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified, within the Contract time.

3.1.3 Contractor must provide all of the labor and materials, and perform the Work in accordance with Section 4 of the General Conditions. Some, but not all, of the major

components of the Construction Services and the corresponding subsections of Section 4 of the General Conditions are set forth below.

3.1.4 At all times relevant to this Contract and performance of the Work, the Contactor must fully comply with all Laws, Regulations, or Legal Requirements applicable to City, the Project and the Contract, including, without limitation, those set forth on attached Exhibit A.

3.1.5 Contractor must perform the Work under this Contract using only those firms, team members and individuals designated by Contractor consistent with Contractor's accepted Bid, or otherwise, approved by City pursuant to the General Conditions. No other entities or individuals may be used without the prior written approval of the Project Manager.

3.1.6 Contractor must comply with all terms and conditions of the General Conditions.

3.1.7 In the event of a conflict between this Contract and the General Conditions or an exhibit hereto or appendix thereto, the terms of this Contract will control.

3.1.8 Ownership of Work Product. Notwithstanding anything to the contrary in this Contract, all Work Product prepared or otherwise created in connection with the performance of this Contract, including the Work, are to be and remain the property of City. For purposes of this provision, "Work Product" will include all designs, drawings, plans, specifications, ideas, renderings and other information or matter, in whatever form created (e.g., electronic or printed) and in all media now known or hereinafter created. All Work Product will be considered Work Made for Hire as defined in the United States Copyright Act 17 U.S.C. § 101 (Copyright Act). If for any reason, any such Work is found not to be a Work Made for Hire, Contractor hereby transfers and assigns ownership of the copyright in such Work to City. The rights in this Section are exclusive to City in perpetuity.

3.2 CONTRACTOR'S PRE-CONTRACT AND PRE-WORK DELIVERABLES

3.2.1 The Contractor must provide the Deliverables in accordance with Section 4.2 of the General Conditions.

3.2.2 Any additional items which Contractor must deliver to City prior to commencing the Work on this Project, if any, include the following:

N/A

3.3 PRE-CONSTRUCTION CONFERENCE

Contractor must attend the Pre-Construction Conference in accordance with Section 4.3 of the General Conditions.

3.4 **PERFORMANCE OF THE WORK (INCLUDING FIELD MEASUREMENTS, SUBCONTRACTORS, AND SUPPLIERS)**

Contractor must perform the Work in accordance with Section 4.4 of the General Conditions.

3.5 **CONTROL OF THE PROJECT SITE**

Contractor must control and maintain the Project Site in accordance with Section 4.5 of the General Conditions.

3.6 **PROJECT SAFETY**

Contractor must implement and enforce Project safety in accordance with Section 4.6 of the General Conditions.

3.7 **MATERIALS QUALITY, SUBSTITUTIONS AND SHOP DRAWINGS**

Contractor must provide materials testing and submit substitute materials and Shop Drawings in accordance with Section 4.7 of the General Conditions.

3.8 **PROJECT RECORD DOCUMENTS**

Contractor must maintain and make available the Project Record Documents in accordance with Section 4.8 of the General Conditions.

3.9 **WARRANTY AND CORRECTION OF DEFECTIVE WORK**

Contractor must provide warranties and correct defective Work in accordance with Section 4.9 of the General Conditions.

ARTICLE 4 - CITY RESPONSIBILITIES

4.1 City will have the responsibilities, and provide the information specified in, and subject to the conditions set forth in, Section 5 of the General Conditions.

4.2 Additional services to be provided or responsibilities assumed, by City, if any, are listed below:

N/A

4.3 Additional information to be provided by City, if any, is listed below:

N/A

ARTICLE 5 - CONTRACT TIME

5.1 **GENERAL**

5.1.1 The total Contract Duration is **450** Calendar Days (including Substantial Completion by **N/A** Calendars Days and Final Acceptance by **N/A** Calendar Days).

5.1.2 The Contract Time will start with the Notice to Proceed (NTP) and end with Final Acceptance, as set forth in Article 5.4 below.

5.1.3 The Contract Time will be as set forth in the Project Schedule. Contractor agrees that it will commence performance of the Work and complete the Project through Final Acceptance within the Contract Time.

5.1.4 Time is of the essence of this Contract for the Project, and for each phase and designated Milestone thereof.

5.1.5 Failure on the part of Contractor to adhere to the approved Project Schedule will be deemed a material breach and sufficient grounds for termination of this Contract by City.

5.2 PROJECT SCHEDULE

5.2.1 The Project Schedule will be updated and maintained throughout Contractor's performance under this Contract in accordance with Section 6.2 of the General Conditions.

5.2.2 Work must be completed to meet the following milestones after the Notice to Proceed:

	Milestone		Time	Liquidated damages for delay	
1.		within	days	$	per calendar day

5.3 SUBSTANTIAL COMPLETION

Substantial Completion must be achieved no later than the Substantial Completion Date set forth in the Project Schedule. Substantial Completion will be determined in accordance with Section 6.3 of the General Conditions.

5.4 FINAL ACCEPTANCE

5.4.1 Final Acceptance will be obtained within the time period set forth in the Project Schedule.

5.4.2 Final Acceptance will be issued pursuant to Section 6.5 of the General Conditions.

5.5 LIQUIDATED DAMAGES

5.5.1 Substantial Completion Liquidated Damages. Contractor acknowledges and agrees that if Contractor fails to obtain Substantial Completion of the Work within the Contract Time, City will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, City and Contractor agree that if Contractor fails to achieve Substantial Completion of the Work within the Contract Time, City will be entitled to retain or recover from Contractor, as liquidated damages and not as a penalty, the sum per calendar day as indicated in MAG § 108.9.

5.5.2 Final Acceptance Liquidated Damages. For the same reasons set forth in Article 5.5.1 above, City and Contractor further agree that if Contractor fails to achieve Final Acceptance of the Work within the Contract Time, City will be entitled to retain or recover from Contractor, as liquidated damages and not as a penalty, the sum per calendar day as indicated in MAG § 108.9 commencing from the actual date of Substantial Completion or Final Acceptance as required under the Contract.

5.5.3 MAG Liquidated Damages. Liquidated damages provisions in MAG § 108.9 will apply.

5.5.4 City may deduct liquidated damages described in this Article 5.5 from any unpaid amounts then or thereafter due Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due Contractor will be payable to City at the demand of City, together with interest from the date of the demand at the highest lawful rate of interest payable by Contractor.

5.6 MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES ONLY

5.6.1 Contractor and City waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes.

1. Damages incurred by City for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

2. Damages incurred by Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

5.6.2 This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Contract. Nothing contained in this Article 5.6 will be deemed to preclude an award of liquidated damages, when applicable, in accordance with Article 5.5 above.

5.6.3 Nothing herein will be deemed to constitute a waiver of any other remedy available to City in the event of Contractor's default under this Contract prior to full performance of the Work including, as applicable, specific performance or completion of the Work on behalf of Contractor, the cost and expense of which will be offset against any monies then or thereafter due to Contractor (if any) and otherwise immediately reimbursed to City by Contractor.

ARTICLE 6 - CONTRACT PRICE

6.1 CONTRACT PRICE

6.1.1 In exchange for Contractor's full, timely, and acceptable performances and construction of the Work under this Contract, and subject to all of the terms of this Contract, City will pay Contractor the "Contract Price," which is **$6,442,188**.

6.1.2 The Contract Price is all-inclusive and specifically includes all fees, cost, insurance and bond premiums, and taxes of any type necessary to fully, properly and timely perform and construct Work.

6.2 COSTS

For any portion of the Work which, either through this Contract, Change Order or otherwise, is performed and paid for on a cost, or time and materials basis, the costs which may be reimbursed to Contractor and chargeable against the Contract Price will be determined as set forth in MAG § 109.5.

ARTICLE 7 - PAYMENT

Payments will be made to Contractor in accordance with Section 8 of the General Conditions.

ARTICLE 8 - CHANGES TO THE CONTRACT

Changes to the Contract may be made in strict accordance with Section 9 of the General Conditions.

ARTICLE 9 - SUSPENSION AND TERMINATION

This Contract may be suspended or terminated in accordance with Section 10 of the General Conditions.

ARTICLE 10 - INSURANCE AND BONDS

10.1 Contractor must provide insurance in accordance with Sections 11.1 through 11.3 of the General Conditions. Contractor must provide proof of such insurance and all

required endorsements in forms acceptable to City prior to commencing any Work under this Contract.

10.2 Contractor must provide performance and payment bonds to City in Accordance with Section 11.4 of the General Conditions and A.R.S. § 34-222.

10.3 Failure to provide proof of insurance and the required endorsements, or the required bonds, in forms acceptable to City, will be a material breach and grounds for termination for cause of this Contract.

ARTICLE 11 - INDEMNIFICATION

Contractor must have and assume the indemnity obligations set forth in Section 12 of the General Conditions.

ARTICLE 12 - DISPUTE RESOLUTION

Any claims or disputes relating to this Contract will be resolved according to the dispute resolution process set forth in Section 13 of, and Appendix 6 to, the General Conditions.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have executed this Contract through their duly authorized representatives and bind their respective entitles as of the effective date.

"CITY"

CITY OF CHANDLER

MAYOR Date

Recommended By:

Andrew Goh, P.E. Date
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk Seal

"CONTRACTOR"

Haydon Companies, LLC

Signature 6/10/21 Date

Matt Carpenter
Name

Member
Title

mcarpenter@haydonbc.com
Signer Email Address

ATTEST: If ~~corporation~~, LLC

Gary Haydon ~~Secretary~~ Manager

STATE OF ARIZONA)
)ss.
County of Maricopa)

SUBSCRIBED AND SWORN TO before me, the undersigned notary public, by Matt Carpenter who was identified as the Member of Haydon Companies LLC on this 10th day of June, 20 21.

My commission expires:
March 1, 2022

Notary Public

DEBBIE A. O'CONNER
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires
March 1, 2022

CHANDLER arizona
Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** CP21-175

Date: July 12, 2021
To: Mayor and Council
Thru: Joshua H. Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
John Knudson, Public Works and Utilities Director
Andrew Goh, Capital Projects Manager
From: Sandra Story, Engineering Project Manager
Subject: Professional Services Agreement No. WA1912.271, with GHD, Inc., for the Water Main Replacements Post Design Services

Proposed Motion:
Move City Council award Professional Services Agreement No. WA1912.271 to GHD, Inc., for the Water Main Replacements Post Design Services, in an amount not to exceed $103,553.

Background/Discussion:
The City's Water Distribution Division currently maintains over 36,000 valves and 1,100 miles of pipe in the potable water system. This project is a continuation of a program to replace water mains that are susceptible to main breaks due to age and condition. The program evaluates water infrastructure, identifying high priority water mains in need of replacement. Replacement of City water mains will result in improved system reliability and reduced liability from water damage as a result of main breaks.

This agreement is for the pre-construction assistance and engineering design services during construction to address issues and/or specialized technical products regarding the designer of record and preparation of the as-built record drawings. The contract completion time is 480 calendar days following Notice to Proceed.

A related Construction Contract with Haydon Companies, LLC, for the Water Main Replacements, is also scheduled for this City Council meeting.

A related Professional Services Contract with Entellus, Inc., for the Water Main Replacements Construction Management Services, is also scheduled for this City Council Meeting.

Evaluation:
The selection process was conducted in accordance with City policy and procedure and State law. This project is being performed under the On-Call Consultant Pre-Qualified List for Water and Wastewater Services. Staff recommends approval of this agreement with GHD, Inc., based on qualifications, relevant firm experience, team experience, project understanding, and project approach.

Fiscal Impact

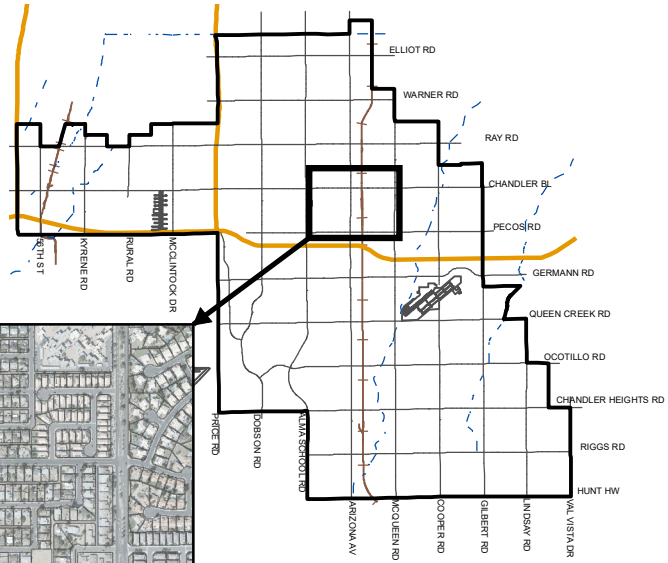
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
605.3820.6714.6WA023	Water Operating Fund	Water Main Replacements	$103,553	Y

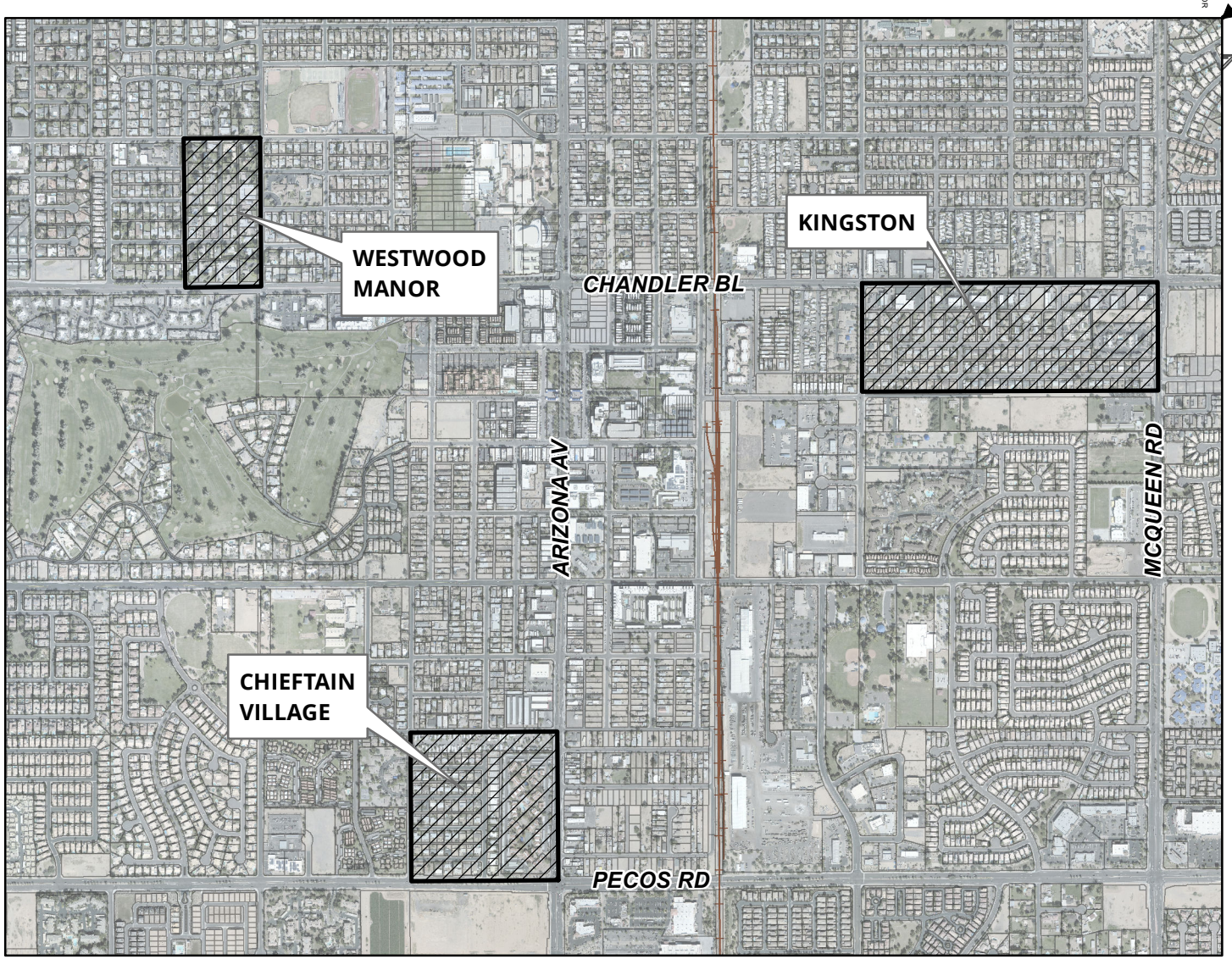
Attachments

Location Map
Agreement - GHD, Inc.

CHANDLER arizona

WATER MAIN REPLACEMENTS - POST DESIGN SERVICES PROJECT NO. WA1912.271





MEMO NO. CP21-175

PROJECT SITE

NTS

ChanGIS

F:\ENGINEER\GENSERV_ArcMap_Shared\Map Requests\Capital Projects\CP21-175 WATER MAIN REPLACEMENTS POST DESIGN SERVICES\CP21-175.mxd 6/11/2021 MARICELAH

PROFESSIONAL SERVICES AGREEMENT
Post-Design Services
WATER MAIN REPLACEMENTS - POST DESIGN SERVICES

Project No. WA1912.271

Council Date: July 15, 2021 Item No.

THIS AGREEMENT ("Agreement") is made and entered into on the _____ day of_____, 2021 ("Effective Date"), by and between City of Chandler, an Arizona municipal corporation, ("City"), and **GHD, Inc.**, a California corporation, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. City proposes to engage Consultant to provide Post-Design Services for **WATER MAIN REPLACEMENTS - POST DESIGN SERVICES** project as more fully described in **Exhibit "A"**, which is attached to and made a part of this Agreement by this reference.

B. Consultant is ready, willing, and able to provide the services described in **Exhibit "A"** for the compensation and fees set forth and as described in **Exhibit "B"**, which is attached to and made a part of this Agreement by this reference.

C. City desires to contract with Consultant to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Consultant agree as follows:

SECTION I--CONSULTANT'S SERVICES

Consultant must perform the services described in **Exhibit "A"** to City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Consultant under this Agreement must be performed in a skilled and workmanlike manner. All fixtures, furnishings, and equipment furnished by Consultant as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION II--PERIOD OF SERVICE

Consultant must perform the services described in **Exhibit "A"** for the term of this Agreement. Unless amended in writing by the Parties, the Agreement term expires **480** calendar days after the Notice to Proceed (NTP) Date.

SECTION III--PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Consultant's compensation and fees as more fully described in **Exhibit "B"** for performance of the services approved and accepted by City under this Agreement must not exceed **$103,553** for the full term of the Agreement. Consultant may not increase any compensation or fees under this Agreement without the City's prior written consent. Consultant must submit monthly requests for payment of services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subconsultant's or supplier's actual requests for payment plus similar narrative and listing of their work. Consultant must submit an Application and Certification for Payment Sheet with the monthly request for payment to: CapitalProjects.Payables@chandleraz.gov. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on the service during the preceding month. All requests for payment must be submitted to City for review and approval. City will make payment for approved and accepted services within 30 calendar days of City's receipt of the request for payment. Consultant bears all responsibility and liability for any and all tax obligations that result from Consultant's performance under this Agreement.

SECTION IV--CITY'S OBLIGATIONS

As part of Consultant's services under this Agreement, City will provide furnished items, services, or obligations as detailed in **Exhibit "D"**.

SECTION V--GENERAL CONDITIONS

5.1 Notices. Unless otherwise provided herein, demands under this Agreement must 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:	City of Chandler Public Works & Utilities Department Attn: CIP City Engineer P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008 Phone: 480-782-3343 Email: andrew.goh@chandleraz.gov
With a Copy to:	Project Manager City of Chandler Public Works & Utilities Department P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008
To Consultant:	**GHD, Inc.** **4747 N. 22nd St., Ste. 200, Phoenix, AZ 85016** **Physical Address:** (if different than Mailing Address) **Statutory Agent Name**: United Agent Group, Inc. **Statutory Agent Physical Address**: 3260 N. Hayden Road #210, Scottsdale, AZ 85251 **Statutory Agent Mailing Address**: (if different than mailing address)
	Consultant's Authorized Project Representative **Name:** Bill Roberts **Title:** Project Manager **Physical Address:** 4747 N. 22nd St., Ste. 200, Phoenix, AZ 85016 **Mailing Address:** (if different than mailing address) **Phone:** 602-216-7208 **Email:** William.roberts@ghd.com

5.2 Records/Audit. Records of Consultant's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between City and Consultant must be kept on the basis of generally accepted accounting principles and must be made available to City and its auditors for up to three years following City's final acceptance of the services under this Agreement (this requirement is increased to five years if construction of this project is federally funded). City, its authorized representative, or any federal agency, reserves the right to audit Consultant's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from Consultant following final contract payment on this Agreement if, upon audit of Consultant's records, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data. Consultant will include a similar provision in all of its contracts with subconsultants who provide services under the Agreement to ensure that City, its authorized representative, or the appropriate federal agency, has access to the subconsultants' records to verify the accuracy of all cost and pricing data. City reserves the right to decrease Contract price or

payments made on this Agreement or request reimbursement from Consultant following final payment on this Agreement if the above provision is not included in subconsultant agreements, and one or more subconsultants refuse to allow City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, Consultant will be liable for reimbursement of the reasonable, actual cost of the audit.

5.3 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by City. However, before any modified work is started, a written amendment must be approved and executed by City and Consultant. Such amendment must not be effective until approved by City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to Consultant may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra services or materials furnished by Consultant will be allowed by City except as provided herein, nor must Consultant do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by Consultant without prior written authorization will be at Consultant's own risk, cost, and expense, and Consultant hereby agrees that without written authorization Consultant will make no claim for compensation for such work or materials furnished.

5.4 Termination. City and Consultant hereby agree to the full performance of the covenants contained herein, except that City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by Consultant. In the event City abandons or suspends the services, or any part of the services as provided in this Agreement, City will notify Consultant in writing and immediately after receiving such notice, Consultant must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, Consultant must deliver to City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by City. Consultant must appraise the work Consultant has completed and submit Consultant's appraisal to City for evaluation. City may inspect Consultant's work to appraise the work completed. Consultant will receive compensation in full for services performed to the date of such termination. The fee will be paid in accordance with Section Ill of this Agreement, and as mutually agreed upon by Consultant and City. If there is no mutual agreement on payment, the final determination will be made in accordance with the "Disputes" provision in this Agreement. However, in no event may the fee exceed the fee set forth in Section Ill of this Agreement nor as amended in accordance with Section "Alteration in Character of Work." City will make the final payment within 60 days after Consultant has delivered the last of the partially completed items and the Parties agree on the final fee. If City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.5 Indemnification. To the extent permitted by law, the Consultant ("lndemnitor") must indemnify, save and hold harmless City and its officers, officials, agents and employees ("lndemnitee") from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) ("Claims") caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Consultant or any of its owners, officers, directors, agents, employees, or subconsultants in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of Consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Consultant must indemnify lndemnitee from and against any and all Claims, except those arising solely from lndemnitee's own negligent or willful acts or omissions. Consultant is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, Consultant agrees to waive all rights of subrogation against lndemnitee for losses arising from or related to this Agreement. The obligations of Consultant under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Consultant must procure insurance under the terms and conditions and for the amounts of coverage set forth in **Exhibit "C"** against claims that may arise from or relate to performance of the work under this Agreement by Consultant and its agents, representatives, employees, and subconsultants. Consultant and any subconsultant must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. City in no way warrants that the minimum limits stated in **Exhibit "C"** are sufficient to protect Consultant from liabilities that might arise out of the performance of the work under this Agreement by Consultant, Consultant's agents, representatives, employees, or subconsultants. Consultant is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. Consultant agrees to provide City such other duly executed documents as may be reasonably requested by City to implement the intent of this Agreement.

5.8 Successors and Assigns. City and Consultant each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither City nor Consultant may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and City.

5.9 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between Consultant and City, the final determination at the administrative level will be made by City Engineer.

5.10 Completeness and Accuracy of Consultant's Work. Consultant must be responsible for

the completeness and accuracy of Consultant's services, data, and other work prepared or compiled under Consultant's obligation under this Agreement and must correct, at Consultant's expense, all willful or negligent errors, omissions, or acts that may be discovered. Correction of errors disclosed and determined to exist during any construction of the project on architectural or engineering drawings and specifications must be accomplished by Consultant. The cost of the design necessary to correct those errors attributable to Consultant and any damage incurred by City as a result of additional construction costs caused by such engineering or architectural errors will be chargeable to Consultant and will not be considered a cost of the Work. The fact that City has accepted or approved Consultant's work will in no way relieve Consultant of any of Consultant's responsibilities.

5.11 Reporting. Written monthly reports, along with updated work schedules, will be made by Consultant in the format prescribed by City. These reports will be delivered to City per schedule. When requested by City, Consultant will attend Council meetings and provide finished documents including correspondence for Council action, supporting charts, graphs, drawings and colored slides of same.

5.12 Withholding Payment. City reserves the right to withhold funds from Consultant's payments up to the amount equal to the claims City may have against Consultant until such time that a settlement on those claims has been reached.

5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Consultant. For this Agreement Consultant constitutes an independent contractor. Any provisions in this Agreement that may appear to give City the right to direct Consultant as to the details of accomplishing the work or to exercise a measure of control over the work means that Consultant must follow the wishes of City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, Consultant must submit to City detailed resumes of key personnel that will be involved in performing services prescribed in the Agreement. City hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that Consultant desires to change key personnel while performing under the Agreement, Consultant must submit the qualifications of the new personnel to City for prior approval. Key personnel include, but are not limited to, principals-in-charge, project manager, and project Consultant. Consultant will maintain an adequate and competent staff of qualified persons, as may be determined by City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If City objects, with reasonable cause, to any of Consultant's staff, Consultant must take prompt corrective action acceptable to City and, if required, remove such personnel from the Project and replace with new personnel agreed to by City.

5.16 Consultants or Subconsultants. Prior to beginning the work, Consultant must furnish City for approval the names of consultants or subconsultants to be used under this Agreement. Any subsequent changes are subject to City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Federal Laws. Consultant understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. Consultant agrees to comply with these laws in performing this Agreement and to permit City to verify such compliance.

5.19 No Israel Boycott. By entering into this Agreement, Consultant certifies that Consultant is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits City from awarding a contract to any consultant who fails, or whose subconsultants fail, to comply with A.R.S. § 23-214(A). Therefore, Consultant agrees Consultant and each subconsultant it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Consultant's or subconsultant's employee who provides services under this Agreement to ensure that Consultant and subconsultants comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Covenant Against Contingent Fees. Consultant warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Consultant's firm. For breach or violation of this warrant, City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this

Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.24 Disclosure of Information Adverse to City's Interests. To evaluate and avoid potential conflicts of interest, Consultant must provide written notice to City, as set forth in this Section, of any work or services performed by Consultant for third parties that may involve or be associated with any real property or personal property owned or leased by City. Such notice must be given 7 business days prior to commencement of the services by Consultant for a third party, or 7 business days prior to an adverse action as defined below. Written notice and disclosure must be sent in accordance with Section 6.7 above. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against City; or (c) using data to produce income for Consultant or its employees independently of performing the services under this Agreement, without the prior written consent of City. Consultant represents that except for those persons, entities, and projects identified to City, the services performed by Consultant under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to City's interests. Consultant's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.25 Data Confidentiality and Data Security. As used in the Agreement, "data" means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to Consultant or its subconsultants in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to Consultant or its subconsultants in connection with Consultant's or its subconsultant's performance of this Agreement is confidential and proprietary information belonging to City. Except as specifically provided in this Agreement, Consultant or its subconsultants must not divulge data to any third party without City's prior written consent. Consultant or its subconsultants must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to Consultant or its subconsultants have first given the required notice to City: (a) data which was known to Consultant or its subconsultants prior to its performance under this Consultant or its subconsultants by a third party, who to the best of Consultant's or its subconsultants' knowledge and belief, had the legal right to make such disclosure and Consultant or its subconsultants are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which Consultant or its subconsultants are subject. In the event Consultant or its subconsultants are required or requested to disclose data to a third party, or any other information to which Consultant or its subconsultants became privy as a result of any other contract with City, Consultant must first notify City as set forth in this Section of the request or demand for the data. Consultant or its subconsultants must give City sufficient facts so that City can be given an opportunity to first give its consent or take such action that City may

deem appropriate to protect such data or other information from disclosure. All data must continue to be subject to the confidentiality agreements of this Agreement. Consultant or its subconsultants assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate City if any of the provisions of this Section are violated by Consultant, its employees, agents or subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Consultant agrees that the requirements of this Section must be incorporated into all subagreements entered into by Consultant. A violation of this Section may result in immediate termination of this Agreement without notice.

5.26 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Consultant or its subconsultants. At a minimum, Consultant or its subconsultants must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Consultant or its subconsultants in connection with this Agreement is believed to have been compromised, Consultant or its subconsultants must immediately notify City contact. Consultant agrees to reimburse City for any costs incurred by City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Consultant agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Consultant. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Consultant or its subconsultants under this Section must survive the termination of this Agreement.

5.27 Jurisdiction and Venue. This Agreement is made under, and must 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. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.28 Survival. All warranties, representations, and indemnifications by Consultant must survive the completion or termination of this Agreement.

5.29 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.30 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest

extent permitted by law.

5.31 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

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

5.33 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.34 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than City and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and Consultant and not for the benefit of any other party.

5.35 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in **Exhibit "A"**, the provisions in this Agreement prevail.

5.36 Document/Information Release. Documents and materials released to Consultant, which are identified by City as sensitive and confidential, are City's property. The document/material must be issued by and returned to City upon completion of the services under this Agreement. Consultant secondary distribution, disclosure, copying, or duplication in any manner is prohibited without City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.37 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A - Scope of Services / Schedule
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions
Exhibit E – Federal Requirements (if applicable)

5.38 Special Conditions. As part of the services Consultant provides under this Agreement, Consultant agrees to comply with and fully perform the special terms and conditions set forth in **Exhibit "D"**, which is attached to and made a part of this Agreement.

5.39 Non-Discrimination and Anti-Harassment Laws. Consultant must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.40 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Consultant must maintain all applicable City, state, and federal licenses and permits required to fully perform Consultant's services under this Agreement.

5.41 Warranties. Consultant must furnish a one-year warranty on all work and services performed under this Agreement. Consultant must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Consultant, subconsultants or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Consultant (including, but not limited to, all parts and labor) at Consultant's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to City on or before City's final acceptance of Consultant's services under this Agreement.

5.42 Cooperative Purchasing Agreement (S.A.V.E. – Strategic Alliance for Volume Expenditures). In addition to City of Chandler and with the approval of Consultant, this Agreement may be extended for use by other municipalities, school districts, and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter, or procurement rules and regulations of the respective political entity.

5.43 Budget Approval into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council.

SIGNATURE PAGE TO FOLLOW

This Agreement will be in full force and effect only when it has been approved and executed by the duly authorized City officials.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"CITY"
CITY OF CHANDLER

_____
MAYOR

Recommended By:

_____
Andrew Goh, P.E.
CIP City Engineer

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
City Clerk Seal

"CONSULTANT"
GHD, Inc.

06-15-21
Signature Date

William D. Roberts
Print Name

Project Manager
Title

bill.roberts@ghd.com
Signer Email Address

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

EXHIBIT "A"

CHANDLER WATER MAIN REPLACEMENT
POST DESIGN
SCOPE OF SERVICES

NOTE: The Post Design Services scope is written to be utilized with a separate Construction Management Services contract to address construction issues and/or specialized technical products regarding the designer of record; and preparation of as-built record drawings.

Project Description
Post Design services for the Chandler Water Main Replacement (WMR) (WA1912.401) project located within three residential areas of the City of Chandler are defined within this scope. Services include pre-construction assistance and Engineering Design Services during Construction to address issues and/or specialized technical products regarding the **designer of record**; and preparation of as-built record drawings.

The Project consists of the replacement of approximately 17,000 linear feet of existing water mains with new piping that ranges between 4 and 16 inches in diameter. Approximately 250 new water services will be installed on the new mains within the three following areas:

- **Chieftain Village**: Install approximately 270 LF of 6-inch water mains and 7,000 LF of 8-inch water mains within an area between and including Pecos Road, Palm Lane, California Street, and Fairview Street.

- **Kingston**: Install approximately 725 LF of 6-inch water mains, 5,500 LF of 8-inch water mains, and 270 LF of 12-inch water mains within an area between and including Commonwealth Avenue, McQueen Road, Chandler Boulevard, and Hamilton Place.

- **Westwood Manor**: Install approximately 10 LF of 4-inch water main, 400 LF of 6-inch water mains, 2,700 LF of 8-inch water mains, and 240 LF of 16-inch water mains within an area between and including Chandler Boulevard, Sunset Drive, Erie Street, and Evergreen Street.

Construction work is expected to last eleven (11) months, or approximately two hundred twenty-three (223) workdays. GHD will attend all meetings discussed below and provide construction support services on behalf of the City.

Project Tasks

1. PRE-CONSTRUCTION ASSISTANCE

A. Task 1.1 Preconstruction Assistance

i. Consultant will attend the pre-construction meeting. During this meeting, the Consultant will address any questions raised by the City or Contractor.

2. Engineering Design Services During Construction

A. Task 2.1 Attend Construction Meetings, as needed

i. Consultant will attend construction meetings, as needed. Consultant assumes attendance of a weekly construction meeting during which all 3 project areas will be discussed. The proposed fee includes up to forty-five (45) meetings across the duration of the project.

ii. It is assumed that half of these meetings will be virtual online meetings.

iii. The City's CM Firm or its Contractor will prepare and distribute minutes for each meeting.

B. Task 2.2 Respond to Requests for Information (RFI's), as needed

i. Consultant will review, evaluate, and respond to contractor Requests for Information (RFI's) forwarded by the CM Firm for design review. Consultant assumes a maximum of twenty (20) RFI responses. RFI responses will be provided through e-mails.

C. Task 2.3 Respond to Shop Drawing Submittals, as needed

i. Consultant will review, evaluate, and respond to any Contractor Shop Drawing submittals forwarded by the CM Firm for design review. Consultant assumes a maximum of twenty (20) reviews. Submittals and submittal reviews will be shared between the CM Firm and the Consultant in a PDF format by e-mail.

ii. Submittals will include to the following:

- Aggregate Base Course (ABC)
- Slurry Seal
- Controlled Low Strength Material (CLSM)
- Pavement Mixes
- Pavement Markings
- Pipe and Fittings
- Tapping Sleeves
- Line Stops
- Polywrap
- Couplings
- Bolt Kits, Gaskets, and Isolation Kits
- Water Service Tubing
- Corp Stops
- Curb Stops
- Concrete Mix Design
- Valves
- Air Release / Combination Valves
- Valve Box and Cover
- Fire Hydrants
- Pressure Testing and Disinfection Plans

D. Task 2.4 Construction Site Visits

i. Consultant will provide limited observations of the project's construction through field visits to the proposed site to determine if the improvements are being installed in compliance with the contract documents. The Consultant will complete up to nine (9) field visits, or three (3) field visits per each project area. Consultant will not attend testing procedures performed during construction. A City inspector will provide daily inspections and witness and provide approval of the tests and

their results. Tests are expected to include pressure, leaks, flushing, disinfection, and material testing.

3. RECORD DRAWINGS

A. Task 3.1 Record Drawings

i. Transfer red-line comments from City's construction plans to create record drawings. Consultant will incorporate contractor as-builts and field measurements into AutoCAD to produce a final record plan set, sealed by a Registered Engineer in the State of Arizona.

ii. Provide and deliver record drawings in mylar, paper and digital pdf format to the City as required for as-built submittal process at city permit counter.

iii. The contractor's as-builts will be prepared by a registered land surveyor, who will locate the new fittings, valves, and pipe deflections in the field. When as-built conditions vary from the original design, the Consultant will add marks to the original CAD line work rather than redraw it. The CAD line work for the object or improvement will not be redrawn to match the as-built dimension unless the waterline installation deviated greater than 18 inches (1.5') horizontally from its original alignment. Vertical deviations greater than 6" (0.5') at crossings or features such as valves or fittings will be redrawn.

iv. These plans will be provided to the City and submitted to MCESD as part of the Engineer's Certificate of Completion of Construction.

B. Task 3.2 Approval of Construction

i. Consultant will prepare and submit the application for an Approval of Construction including an Engineer's Certificate of Completion to the Maricopa County Environmental Services Department (MCESD) on behalf of the City. The Consultant will complete the application and share with the City for review and signature. The City will provide test results and a statement of test compliance that will be attached to the certificate of completion. It is assumed that MCESD will not require a site visit to inspect the installation of the proposed improvements.

4. OWNER'S ALLOWANCE

An Owner's allowance has been included in this proposal for extra services requested by the City. This allowance will only be used for services requested and authorized by the City Project Manager in writing.

ASSUMPTIONS, CLARIFICATIONS, AND EXCLUSIONS

1. Application fees for City reviews and permits will be paid by CITY.
2. Maintenance of Plant Operation (MOPO) plans
3. Stormwater Pollution Prevention Plan (SWPPP) or erosion control plans.
4. Public or commercial business notifications, outreach, or coordination/negotiations.
5. Utility potholing or designation during construction.
6. Geotechnical engineering services.
7. Material testing and exploration.
8. Field as-builts measurements.
9. Any other services not specifically identified in the scope of work.

EXHIBIT "B"
COMPENSATION AND FEES

EXHIBIT "B"

CHANDLER WATER MAIN REPLACEMENTS (WA1912.401)

POST DESIGN

FEE SCHEDULE

Task	Description	Cost
1	**PRE-CONSTRUCTION ASSISTANCE**	
1.1	Pre-Construction Assistance	$ 1,500.00
	SUBTOTAL TASK 1:	**$ 1,500.00**
2	**CONSTRUCTION MANAGEMENT**	
2.1	Weekly Construction Meetings	$ 35,440.00
2.2	Requests for Information (RFI)	$ 16,100.00
2.3	Shop Drawing Submittals	$ 12,970.00
2.4	Construction Site Visits (9)	$ 7,500.00
	SUBTOTAL TASK 2:	**$ 72,010.00**
3	**RECORD DRAWINGS**	
3.1	Record Drawings	$ 19,500.00
3.2	Approval Of Construction	$ 1,043.00
	SUBTOTAL TASK 3:	**$ 20,543.00**
4	**ALLOWANCES**	**$ 9,500.00**
	PROJECT TOTAL:	**$ 103,553.00**

EXHIBIT "B"
CHANDLER WATER MAIN REPLACEMENTS (WA1912.401)
POST DESIGN
FEE SCHEDULE BREAKDOWN

Task No.	Task Description	Consultant Totals	Project Principal	Engineering Manager	Senior Project Manager	Project Surveyor	Project Manager	Design Engineer	Design Engineer	Senior Designer / Survey Technician	CAD Technician	Admin	Total Labor, Overhead, Profit & Reimbursables
			$ 225	$ 215	$ 205	$ 140	$ 160	$ 127	$ 117	$ 110	$ 100	$ 65	
1.0	**PRE-CONSTRUCTION ASSISTANCE**												
1.1	Pre-Construction Assistance			4			4						$ 1,500.00
	Task Total												**$ 1,500.00**
2.0	**CONSTRUCTION MANAGEMENT**												
2.1	Weekly Construction Meetings			80			114						$ 35,440.00
2.2	Requests for Information (RFI)			20			60			20			$ 16,100.00
2.3	Shop Drawing Submittals			10			20		60				$ 12,970.00
2.4	Construction Site Visits (9)			20			20						$ 7,500.00
	Task Total												**$ 72,010.00**
3.0	**RECORD DRAWINGS**												
3.1	Record Drawings			20			40			80			$ 19,500.00
3.2	Approval Of Construction			1			2		4				$ 1,043.00
	Task Total												**$ 20,543.00**
4.0	**OWNER'S ALLOWANCE**												**$ 9,500.00**
Total Hours			0	155	0	0	260	0	64	100	0	0	
Hourly Rate			$ 78.67	$ 75.17	$ 71.68	$ 48.95	$ 55.94	$ 44.41	$ 44.41	$ 38.46	$ 34.97	$ 22.73	
Labor, Sub, and Reimbursable Cost Subtotal			$ -	$ 11,652	$ -	$ -	$ 14,545	$ -	$ 2,842	$ 3,846	$ -	$ -	$ 94,053.00
Allowances													$ 9,500.00
Total Cost													**$ 103,553.00**

EXHIBIT "C"
INSURANCE REQUIREMENTS

1. General.

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

1.2 Consultant and any of its subconsultants must procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

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

1.4 City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Consultant from liabilities that might arise out of the performance of the Agreement services under this Agreement by Consultant, its agents, representatives, employees, subconsultants, and Consultant is free to purchase any additional insurance as may be determined necessary.

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

1.6 Use of subconsultants: If any work is subcontracted in any way, Consultant must execute a written contract with subconsultant containing the same Indemnification Clause and Insurance Requirements as City requires of Consultant in this Agreement. Consultant is responsible for executing the Agreement with the subconsultant and obtaining Certificates of Insurance and verifying the insurance requirements.

2. Minimum Scope and Limits of Insurance. Consultant must provide coverage with limits of liability not less than those stated below.

2.1 *Professional Liability.* If the Agreement is the subject of any professional services or work performed by Consultant, or if Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, Consultant must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone whose acts, mistakes, errors and omissions Consultant is legally liable, with a liability limit of $1,000,000 each claim and $2,000,000 all claims. In the event the Professional Liability

insurance policy is written on a "claims made" basis, coverage must extend for 3 years past completion and acceptance of the work or services, and Consultant, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.

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

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

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

3. Additional Policy Provisions Required.

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

3.1.1. Consultant's insurance must contain broad form contractual liability coverage.

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

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

3.1.4. Coverage provided by Consultant must not be limited to the liability assumed under the indemnification provisions of this Agreement.

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

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

3.1.7. If a Certificate of Insurance is submitted as verification of coverage, City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

3.2. *Insurance Cancellation During Term of Contract/Agreement.*

3.2.1. If any of the required policies expire during the life of this Agreement, Consultant must forward renewal or replacement Certificates to City within 10 days after the renewal date containing all the required insurance provisions.

3.2.2. Each insurance policy required by the insurance provisions of this Agreement must provide the required coverage and must not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to City, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice must be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, Consultant or its insurance broker must notify City of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

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

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

3.3.2. City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by Consultant even if those limits of liability are in excess of those required by this Agreement.

EXHIBIT "D"
SPECIAL CONDITIONS

Standard Details and Specifications. Consultant must be familiar with City's latest revision of the MAG Specifications and MAG Standard Details as amended by City. City's current amendment to the MAG Specifications, part of City's Unified Development Manual, may be found and downloaded from City's website at http://www.chandleraz.gov/udm.

City Ownership of Project Documents. All work products (electronically or manually generated) including, but not limited to: plans, specifications, cost estimates, field notes, tracings, studies, investigations, design analyses, original drawings, original mylars, Computer Aided Drafting and Design (CADD) file diskettes which reflect all final drawings, and other related documents which are prepared in the performance of this Agreement (collectively referred to as "Documents") are to be and remain the property of City and are to be delivered to the Project Manager before the final payment is made to Consultant. In the event these Documents are altered, modified or adapted without the written consent of Consultant, which consent Consultant must not unreasonably withhold, City agrees to hold Consultant harmless to the extent permitted by law from the legal liability arising out of City's alteration, modification or adaptation of the Documents.

Re-use of Documents. The parties agree the documents, drawings, specifications and designs, although the property of City, are prepared for this specific project and are not intended nor represented by Consultant to be suitable for re-use for any other project. Any re-use without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant.

Patent Fees and Royalties. Consultant must pay all license fees and royalties and assume all costs incidental to the use, in the performance of the work or the incorporation in the work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Agreement for use in the performance of the work and if, to the actual knowledge of City, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed by City in the Agreement. Consultant must defend, indemnify and hold harmless City and anyone directly or indirectly employed by City from and against all claims, damages, losses, and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incidental to the use in the performance of the work, or resulting from the incorporation in the work of any invention, design, process, product, or device not specified in the Agreement, and must defend all such claims in connection with any alleged infringement of such rights.

License to City for Reasonable Use. With this Agreement, Consultant and its subconsultants hereby grant a license to City, its agents, employees, and representatives for an indefinite period of time to reasonably use, make copies, and distribute as appropriate the Documents, works or deliverables developed or created as a result of the Project and this Agreement. This license also includes the making of derivative works.

Documents to Bear Seal. Consultant and its subconsultants must endorse by professional seal all plans, works, and deliverables prepared by each for this Agreement as required by state law.

Work within City's Right-of-Way. All work performed within City's Right-of-Way by Consultant and Consultant's subconsultants must comply with City of Chandler requirements.

CHANDLER arizona
Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** CP21-174

Date: July 12, 2021

To: Mayor and Council

Thru: Joshua H. Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
John Knudson, Public Works and Utilities Director
Andrew Goh, Capital Projects Manager

From: Sandra Story, Engineering Project Manager

Subject: Professional Services Agreement No. WA1912.451, with Entellus, Inc., for the Water Main Replacements Construction Management Services

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Proposed Motion:

Move City Council award Professional Services Agreement No. WA1912.451, to Entellus, Inc., for the Water Main Replacements Construction Management Services, in an amount not to exceed $688,415.17.

Background/Discussion:

The City's Water Distribution Division currently maintains over 36,000 valves and 1,100 miles of pipe in the potable water system. This project is a continuation of a program to replace water mains that are susceptible to main breaks due to age and condition. The program evaluates water infrastructure, identifying high priority water mains in need of replacement. Replacement of City water mains will result in improved system reliability and reduced liability from water damage as a result of main breaks.

This agreement is for construction management services of approximately 19,000 linear feet of water mains, ranging in size from 4-inch to 12-inch diameter, in three high-priority ranked areas: Chieftain Village, Kingston, and Westwood Manor. The project scope of work includes pre-construction assistance, inspection services, utility coordination, materials testing, and record drawings. The contract completion time is 480 calendar days following Notice to Proceed.

A related Construction Contract with Haydon Companies, Inc., for the Water Main Replacements, is also scheduled for this City Council meeting.

A related Professional Services Agreement with GHD, Inc., for the Water Main Replacements Post Design Services, is also scheduled for this City Council meeting.

Evaluation:

The selection process was conducted in accordance with City policy and procedure and State law. Staff recommends approval of this agreement with Entellus Construction Services & Entellus, Inc., based on qualifications, relevant firm experience, team experience, project understanding, and project approach.

Fiscal Impact

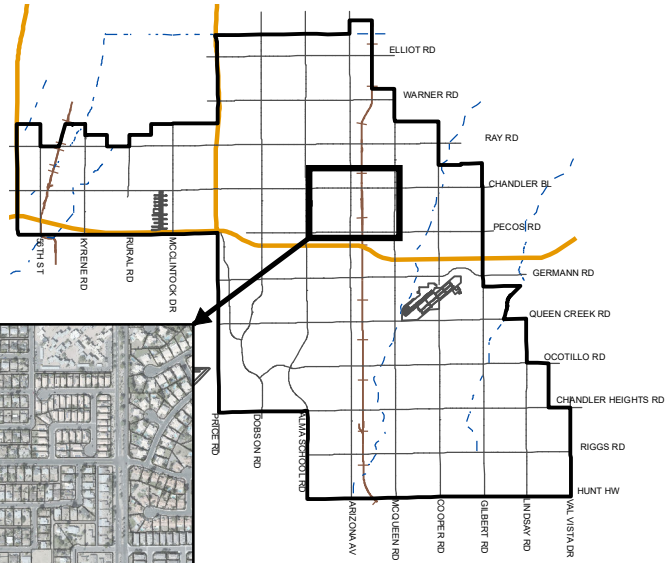
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
605.3820.6714.6WA023	Water Operating Fund	Water Main Replacements	$688,415.17	Y

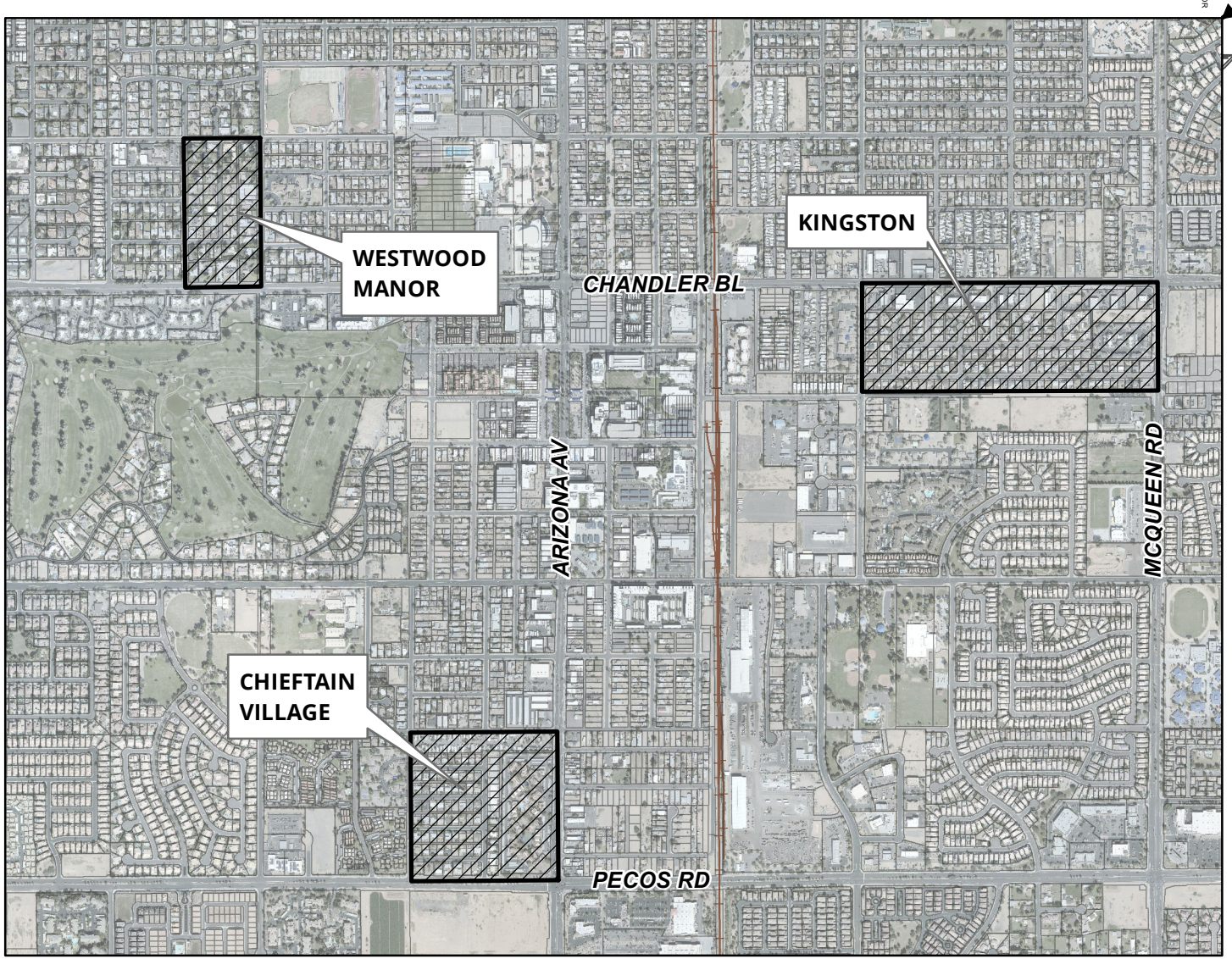
Attachments

Location Map
Agreement - Entellus

CHANDLER arizona

WATER MAIN REPLACEMENTS - CONSTRUCTION MANAGEMENT SERVICES PROJECT NO. WA1912.451





MEMO NO. CP21-174

PROJECT SITE

NTS

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CHANDLER arizona
Community of Innovation

PROFESSIONAL SERVICES AGREEMENT
Construction Management Services
WATER MAIN REPLACEMENTS - CONSTRUCTION MANAGEMENT SERVICES

Project No. WA1912.451

Council Date: July 15, 2021 Item No.

THIS AGREEMENT ("Agreement") is made and entered into on the _____ day of_____, 2021 ("Effective Date"), by and between City of Chandler, an Arizona municipal corporation, ("City"), and **Entellus, Inc.**, an Arizona corporation, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. City proposes to engage Consultant to provide Construction Management Services for **WATER MAIN REPLACEMENTS - CONSTRUCTION MANAGEMENT SERVICES** project as more fully described in **Exhibit "A"**, which is attached to and made a part of this Agreement by this reference.

B. Consultant is ready, willing, and able to provide the services described in **Exhibit "A"** for the compensation and fees set forth and as described in **Exhibit "B"**, which is attached to and made a part of this Agreement by this reference.

C. City desires to contract with Consultant to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Consultant agree as follows:

SECTION I--CONSULTANT'S SERVICES

Consultant must perform the services described in **Exhibit "A"** to City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Consultant under this Agreement must be performed in a skilled and workmanlike manner. All fixtures, furnishings, and equipment furnished by Consultant as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION II--PERIOD OF SERVICE

Consultant must perform the services described in **Exhibit "A"** for the term of this Agreement. Unless amended in writing by the Parties, the Agreement term expires **480** calendar days after the Notice to Proceed (NTP) Date.

SECTION III--PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Consultant's compensation and fees as more fully described in **Exhibit "B"** for performance of the services approved and accepted by City under this Agreement must not exceed **$688,415.17** for the full term of the Agreement. Consultant may not increase any compensation or fees under this Agreement without the City's prior written consent. Consultant must submit monthly requests for payment of services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subconsultant's or supplier's actual requests for payment plus similar narrative and listing of their work. Consultant must submit an Application and Certification for Payment Sheet with the monthly request for payment to: CapitalProjects.Payables@chandleraz.gov. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on the service during the preceding month. All requests for payment must be submitted to City for review and approval. City will make payment for approved and accepted services within 30 calendar days of City's receipt of the request for payment. Consultant bears all responsibility and liability for any and all tax obligations that result from Consultant's performance under this Agreement.

SECTION IV--CITY'S OBLIGATIONS

As part of Consultant's services under this Agreement, City will provide furnished items, services, or obligations as detailed in **Exhibit "D"**.

SECTION V--GENERAL CONDITIONS

5.1 Notices. Unless otherwise provided herein, demands under this Agreement must 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:	City of Chandler Public Works & Utilities Department Attn: CIP City Engineer P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008 Phone: 480-782-3343 Email: andrew.goh@chandleraz.gov
With a Copy to:	Project Manager City of Chandler Public Works & Utilities Department P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008
To Consultant:	Entellus, Inc. 3033 N. 44th St., Ste. 250, Phoenix, AZ 85018 Statutory Agent Name: Tim Crall Statutory Agent Physical Address: 3033 N. 44th St., Ste. 250, Phoenix, AZ 85018 Statutory Agent Mailing Address
	Consultant's Authorized Project Representative Name: Michael Speck Title: Construction Manager Physical Address: 3033 N. 44th St., Ste. 250, Phoenix, AZ 85018 Mailing Address: Phone: 602-244-2566 Email: mspeck@entellus.com

5.2 Records/Audit. Records of Consultant's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between City and Consultant must be kept on the basis of generally accepted accounting principles and must be made available to City and its auditors for up to three years following City's final acceptance of the services under this Agreement (this requirement is increased to five years if construction of this project is federally funded). City, its authorized representative, or any federal agency, reserves the right to audit Consultant's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from Consultant following final contract payment on this Agreement if, upon audit of Consultant's records, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data. Consultant will include a similar provision in all of its contracts with subconsultants who provide services under the Agreement to ensure that City, its authorized representative, or the appropriate federal agency, has access to the subconsultants' records to verify the accuracy of all cost and pricing data. City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from Consultant following

final payment on this Agreement if the above provision is not included in subconsultant agreements, and one or more subconsultants refuse to allow City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, Consultant will be liable for reimbursement of the reasonable, actual cost of the audit.

5.3 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by City. However, before any modified work is started, a written amendment must be approved and executed by City and Consultant. Such amendment must not be effective until approved by City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to Consultant may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra services or materials furnished by Consultant will be allowed by City except as provided herein, nor must Consultant do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by Consultant without prior written authorization will be at Consultant's own risk, cost, and expense, and Consultant hereby agrees that without written authorization Consultant will make no claim for compensation for such work or materials furnished.

5.4 Termination. City and Consultant hereby agree to the full performance of the covenants contained herein, except that City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by Consultant. In the event City abandons or suspends the services, or any part of the services as provided in this Agreement, City will notify Consultant in writing and immediately after receiving such notice, Consultant must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, Consultant must deliver to City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by City. Consultant must appraise the work Consultant has completed and submit Consultant's appraisal to City for evaluation. City may inspect Consultant's work to appraise the work completed. Consultant will receive compensation in full for services performed to the date of such termination. The fee will be paid in accordance with Section III of this Agreement, and as mutually agreed upon by Consultant and City. If there is no mutual agreement on payment, the final determination will be made in accordance with the "Disputes" provision in this Agreement. However, in no event may the fee exceed the fee set forth in Section III of this Agreement nor as amended in accordance with Section "Alteration in Character of Work." City will make the final payment within 60 days after Consultant has delivered the last of the partially completed items and the Parties agree on the final fee. If City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.5 Indemnification. To the extent permitted by law, the Consultant ("Indemnitor") must

indemnify, save and hold harmless City and its officers, officials, agents and employees ("Indemnitee") from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) ("Claims") caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Consultant or any of its owners, officers, directors, agents, employees, or subconsultants in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of Consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Consultant must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. Consultant is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, Consultant agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of Consultant under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Consultant must procure insurance under the terms and conditions and for the amounts of coverage set forth in **Exhibit "C"** against claims that may arise from or relate to performance of the work under this Agreement by Consultant and its agents, representatives, employees, and subconsultants. Consultant and any subconsultant must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. City in no way warrants that the minimum limits stated in **Exhibit "C"** are sufficient to protect Consultant from liabilities that might arise out of the performance of the work under this Agreement by Consultant, Consultant's agents, representatives, employees, or subconsultants. Consultant is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. Consultant agrees to provide City such other duly executed documents as may be reasonably requested by City to implement the intent of this Agreement.

5.8 Successors and Assigns. City and Consultant each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither City nor Consultant may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and City.

5.9 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between Consultant and City, the final determination at the administrative level will be made by City Engineer.

5.10 Completeness and Accuracy of Consultant's Work. Consultant must be responsible for the completeness and accuracy of Consultant's services, data, and other work prepared or

compiled under Consultant's obligation under this Agreement and must correct, at Consultant's expense, all willful or negligent errors, omissions, or acts that may be discovered. Correction of errors disclosed and determined to exist during any construction of the project on architectural or engineering drawings and specifications must be accomplished by Consultant. The cost of the design necessary to correct those errors attributable to Consultant and any damage incurred by City as a result of additional construction costs caused by such engineering or architectural errors will be chargeable to Consultant and will not be considered a cost of the Work. The fact that City has accepted or approved Consultant's work will in no way relieve Consultant of any of Consultant's responsibilities.

5.11 Reporting. Written monthly reports, along with updated work schedules, will be made by Consultant in the format prescribed by City. These reports will be delivered to City per schedule. When requested by City, Consultant will attend Council meetings and provide finished documents including correspondence for Council action, supporting charts, graphs, drawings and colored slides of same.

5.12 Withholding Payment. City reserves the right to withhold funds from Consultant's payments up to the amount equal to the claims City may have against Consultant until such time that a settlement on those claims has been reached.

5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Consultant. For this Agreement Consultant constitutes an independent contractor. Any provisions in this Agreement that may appear to give City the right to direct Consultant as to the details of accomplishing the work or to exercise a measure of control over the work means that Consultant must follow the wishes of City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, Consultant must submit to City detailed resumes of key personnel that will be involved in performing services prescribed in the Agreement. City hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that Consultant desires to change key personnel while performing under the Agreement, Consultant must submit the qualifications of the new personnel to City for prior approval. Key personnel include, but are not limited to, principals-in-charge, project manager, and project Consultant. Consultant will maintain an adequate and competent staff of qualified persons, as may be determined by City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If City objects, with reasonable cause, to any of Consultant's staff, Consultant must take prompt corrective action acceptable to City and, if required, remove such personnel from the Project and replace with new personnel agreed to by City.

5.16 Consultants or Subconsultants. Prior to beginning the work, Consultant must furnish City for approval the names of consultants or subconsultants to be used under this Agreement. Any subsequent changes are subject to City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Federal Laws. Consultant understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. Consultant agrees to comply with these laws in performing this Agreement and to permit City to verify such compliance.

5.19 No Israel Boycott. By entering into this Agreement, Consultant certifies that Consultant is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits City from awarding a contract to any consultant who fails, or whose subconsultants fail, to comply with A.R.S. § 23-214(A). Therefore, Consultant agrees Consultant and each subconsultant it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Consultant's or subconsultant's employee who provides services under this Agreement to ensure that Consultant and subconsultants comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Covenant Against Contingent Fees. Consultant warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Consultant's firm. For breach or violation of this warrant, City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and

every provision.

5.24 Disclosure of Information Adverse to City's Interests. To evaluate and avoid potential conflicts of interest, Consultant must provide written notice to City, as set forth in this Section, of any work or services performed by Consultant for third parties that may involve or be associated with any real property or personal property owned or leased by City. Such notice must be given 7 business days prior to commencement of the services by Consultant for a third party, or 7 business days prior to an adverse action as defined below. Written notice and disclosure must be sent in accordance with Section 6.7 above. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against City; or (c) using data to produce income for Consultant or its employees independently of performing the services under this Agreement, without the prior written consent of City. Consultant represents that except for those persons, entities, and projects identified to City, the services performed by Consultant under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to City's interests. Consultant's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.25 Data Confidentiality and Data Security. As used in the Agreement, "data" means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to Consultant or its subconsultants in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to Consultant or its subconsultants in connection with Consultant's or its subconsultant's performance of this Agreement is confidential and proprietary information belonging to City. Except as specifically provided in this Agreement, Consultant or its subconsultants must not divulge data to any third party without City's prior written consent. Consultant or its subconsultants must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to Consultant or its subconsultants have first given the required notice to City: (a) data which was known to Consultant or its subconsultants prior to its performance under this Consultant or its subconsultants by a third party, who to the best of Consultant's or its subconsultants' knowledge and belief, had the legal right to make such disclosure and Consultant or its subconsultants are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which Consultant or its subconsultants are subject. In the event Consultant or its subconsultants are required or requested to disclose data to a third party, or any other information to which Consultant or its subconsultants became privy as a result of any other contract with City, Consultant must first notify City as set forth in this Section of the request or demand for the data. Consultant or its subconsultants must give City sufficient facts so that City can be given an opportunity to first give its consent or take such action that City may deem appropriate to protect such data or other information from disclosure. All data must

continue to be subject to the confidentiality agreements of this Agreement. Consultant or its subconsultants assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate City if any of the provisions of this Section are violated by Consultant, its employees, agents or subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Consultant agrees that the requirements of this Section must be incorporated into all subagreements entered into by Consultant. A violation of this Section may result in immediate termination of this Agreement without notice.

5.26 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Consultant or its subconsultants. At a minimum, Consultant or its subconsultants must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Consultant or its subconsultants in connection with this Agreement is believed to have been compromised, Consultant or its subconsultants must immediately notify City contact. Consultant agrees to reimburse City for any costs incurred by City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Consultant agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Consultant. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Consultant or its subconsultants under this Section must survive the termination of this Agreement.

5.27 Jurisdiction and Venue. This Agreement is made under, and must 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. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.28 Survival. All warranties, representations, and indemnifications by Consultant must survive the completion or termination of this Agreement.

5.29 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.30 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.31 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

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

5.33 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.34 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than City and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and Consultant and not for the benefit of any other party.

5.35 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in **Exhibit "A"**, the provisions in this Agreement prevail.

5.36 Document/Information Release. Documents and materials released to Consultant, which are identified by City as sensitive and confidential, are City's property. The document/material must be issued by and returned to City upon completion of the services under this Agreement. Consultant secondary distribution, disclosure, copying, or duplication in any manner is prohibited without City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.37 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A - Scope of Services / Schedule
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions
Exhibit E – Federal Requirements (if applicable)

5.38 Special Conditions. As part of the services Consultant provides under this Agreement, Consultant agrees to comply with and fully perform the special terms and conditions set forth in **Exhibit "D"**, which is attached to and made a part of this Agreement.

5.39 Non-Discrimination and Anti-Harassment Laws. Consultant must comply with all

applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.40 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Consultant must maintain all applicable City, state, and federal licenses and permits required to fully perform Consultant's services under this Agreement.

5.41 Warranties. Consultant must furnish a one-year warranty on all work and services performed under this Agreement. Consultant must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Consultant, subconsultants or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Consultant (including, but not limited to, all parts and labor) at Consultant's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to City on or before City's final acceptance of Consultant's services under this Agreement.

5.42 Cooperative Purchasing Agreement (S.A.V.E. – Strategic Alliance for Volume Expenditures). In addition to City of Chandler and with the approval of Consultant, this Agreement may be extended for use by other municipalities, school districts, and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter, or procurement rules and regulations of the respective political entity.

5.43 Budget Approval into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council.

SIGNATURE PAGE TO FOLLOW

This Agreement will be in full force and effect only when it has been approved and executed by the duly authorized City officials.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"CITY"
CITY OF CHANDLER

_____
MAYOR

Recommended By:

_____
Andrew Goh, P.E.
CIP City Engineer

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
City Clerk Seal

"CONSULTANT"
Entellus, Inc.

William A Linck 6/15/21
Signature Date

William A. Linck
Print Name

President
Title

linck@entellus.com
Signer Email Address

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

EXHIBIT "A"

CONSTRUCTION MANAGEMENT
SCOPE OF SERVICES

PROJECT TASKS

1. PRE-CONSTRUCTION ASSISTANCE

A. Task 1.1 Preconstruction Assistance

i. Consultant must attend the pre-construction meeting.

ii. Consultant must attend the pre-construction public meeting.

iii. Consultant must attend 1 coordination meeting with the Public Outreach Consultant to review improvements and properties requiring specific outreach efforts.

2. CONSTRUCTION MANAGEMENT

A. Task 2.1 Weekly Construction Meetings

i. Consultant must conduct weekly construction meetings. Each meeting includes agenda and minutes; Request for Information (RFI); Shop Drawing; Request for Information (RFI); Field Directive (FD); Material Certification; and Allowance Logs. Consultant assumes 65 weekly meetings will be held.

B. Task 2.2 CPM Schedule

i. Consultant must review and evaluate Contractor's initial CPM schedule and provide recommendations for acceptance.

ii. Consultant must review Contractor's monthly CPM schedule updates submitted with each payment application, identify CPM tasks behind schedule that may affect critical path items, project substantial and final completion dates and initiate correspondence to City regarding those tasks. Consultant assumes 15 reviews of updated CPM schedule.

C. Task 2.3 Requests for Information (RFI's)

i. Consultant must review, evaluate, and respond to Contractor Requests for Information (RFI's); and prepare and maintain a submittal log of all RFI's. Consultant assumes a maximum of 20 RFI responses.

D. Task 2.4 Shop Drawing Submittals

i. Consultant must review, evaluate, and respond to Contractor shop drawing submittals; and prepare and maintain a submittal log of all shop drawing submittals. Consultant assumes a maximum of 30 reviews.

E. Task 2.5 Requests for Proposal (RFP)

i. Consultant must prepare Requests for Proposal (RFP) documents detailing requested additional work tasks; review and evaluate Contractor RFP responses (cost derivatons) with approval recommendations; and prepare and maintain a submittal log list of all RFP's. Consultant assumes 15 RFPs.

F. Task 2.6 Field Directives (FD's)

i. Consultant must prepare Field Directive (FD) documents detailing requested additional work tasks; review and evaluate Contractor FD responses with approval recommendations; and prepare and maintain a submittal log list of all FD's. Consultant assumes 20 FD's.

G. Task 2.7 Contractor Payment Applications

i. Consultant must review and evaluate Contractor monthly payment applications and make recommendation for payment; maintain a weekly record of constructed pay quantities and compile monthly totals; and coordinate payment application with the City quantity report and the inspectors' daily logs. Consultant assumes a maximum of 15 payment applications, with 2 reviews each.

H. Task 2.8 Public Outreach

i. Consultant must provide public outreach services, whether by Consultant or subconsultant. Tasks will include: create and maintain project website; maintain a 24-hour bilingual project hotline to respond to inquiries, complaints and maintain a call log; public weekly email updates; public interactions with property owners as a liaison between property owners and the City; coordination meetings; project meetings; public meeting coordination; ~~federal funds required partnering process (project team partnering meeting, maintaining status)~~.

3. CONSTRUCTION INSPECTION

A. Task 3.1 Inspection Services

i. Consultant must provide weekly construction inspection to verify materials and installations conform to construction documents; prepare daily inspection reports documenting Contractor construction activities and progress during field inspection visits; and perform intermittent erosion control inspections. Consultant assumes 1 (one) senior inspector eight (8) hours per day, 6 (six) days per week and 1 (one) inspector eight (8) hours per day, 1 day per week, for 15 months.

~~B. Task 3.2 Landscape / Irrigation Inspection Services~~

~~i. Consultant must provide Irrigation system layout and installation observations; attend and observe irrigation system pressure tests; and attend a nursery visit to tag and inspect plant material. Consultant assumes site visits.~~

C. Task 3.3 Project Closeout

i. Consultant must compile non-conformance list prior to Substantial Completion; schedule and conduct Substantial Completion inspection; prepare Substantial Completion punch list generated from Substantial Completion inspection; track items on punch list and note completed items; and complete and distribute Substantial Completion certificates.

ii. Consultant must schedule and conduct Final Completion inspection; and complete and distribute Final Completion certificates.

4. UTILITY COORDINATION

A. Task 4.1 Utility Coordination

i. Consultant must complete Acceptance of Construction (AOC) applications and submit to MCESD for reclaimed water booster pump and potable water/sewer improvements. (Record drawings to be prepared by OTHERS).

5. MATERIALS TESTING

A. Task 5.1 Quality Control (QC) Test Program

i. Consultant must review and verify Contractor's Quality Control material test type and frequencies are consistent with City and MAG; review and evaluate Contractor's QC test schedule and provide recommendations on acceptance;

and review and evaluate all Contractor sampling, test, and inspection results for conformance with construction documents.

B. Task 5.2 Quality Assurance (QA) Test Program

i. Consultant must prepare and maintain a materials Quality Assurance plan per City and MAG.

ii. Consultant must coordinate with Contractor's testing representative to obtain required QA tests and sample; complete sampling and compaction testing of subgrade (including lime-stabilized subgrade base), aggregate base and asphalt concrete materials in new asphalt concrete pavement areas; complete sampling and compaction testing of subgrade, aggregate base (where required) and concrete for new curbs, gutters, sidewalks and concrete pavement and structures; and complete sampling and compaction testing of backfill for new irrigation, sewer, water, storm drain pipe, and dry utilities.

6. RECORD DRAWINGS

A. **Task 6.1 Record Drawings**

i. Review and monitor Contractor's weekly updates on red-line drawing set. (Record drawings to be prepared by OTHERS)

ASSUMPTION, CLARIFICATIONS, AND EXCLUSIONS

1. Application fees for City reviews and permits will be paid by CITY.
2. The Owner's Allowance will only be utilized with prior written approval from the City representative.
3. The Direct Expense Allowance will be used for normal reimbursable expenses on the project. Items must be billed at cost and backup must be provided with pay applications.

EXHIBIT "B"
COMPENSATION AND FEES

EXHIBIT "B"
CONSTRUCTION MANAGEMENT
SCOPE OF SERVICES
FEE SCHEDULE

Task	Description	Cost
1	**PRE-CONSTRUCTION ASSISTANCE**	
1.1	Pre-Construction Assistance	$ 2,971.21
	SUBTOTAL TASK 1:	**$ 2,971.21**
2	**CONSTRUCTION MANAGEMENT**	
2.1	Weekly Construction Meetings	$ 30,479.87
2.2	CPM Schedule	$ 5,606.60
2.3	Requests for Information (RFI)	$ 8,245.00
2.4	Shop Drawing Submittals	$ 7,420.50
2.5	Requests for Proposal (RFP)	$ 6,596.00
2.6	Field Directive (FD)	$ 6,596.00
2.7	Contractor Payment Applications	$ 9,579.30
2.8	Public Outreach	$ 15,995.30
	SUBTOTAL TASK 2:	**$ 90,518.57**
3	**CONSTRUCTION INSPECTION**	
3.1	Inspection Services	$ 462,551.98
3.2	Landscape/Irrigation Inspection Services (IF APPLICABLE)	$ -
3.3	Project Closeout	$ 9,714.24
	SUBTOTAL TASK 3:	**$ 472,266.22**
4	**UTILITY COORDINATION**	
4.1	Utility Coordination	$ 1,870.88
	SUBTOTAL TASK 4:	**$ 1,870.88**
5	**MATERIALS TESTING**	
5.1	QC Test Program	$ 18,513.95
5.2	QA Test Program	$ 7,705.39
	SUBTOTAL TASK 5:	**$ 26,219.34**
6	**RECORD DRAWINGS**	

6.1	Record Drawings	$ 10,268.95
	SUBTOTAL TASK 6:	**$ 10,268.95**
SUBCONSULTANTS		
MakPro		$ 24,300.00
SAECO		$ 10,000.00
		$ -
		$ -
	SUBTOTAL SUBCONSULTANTS:	**$ 34,300.00**
ALLOWANCES		
Direct Expense Allowance		$ 50,000.00
	SUBTOTAL ALLOWANCES:	**$ 50,000.00**
	PROJECT TOTAL:	**$ 688,415.17**

EXHIBIT B

LABOR ESTIMATE

CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES

PROJECT TITLE: Water Main Replacements 2019 (Westwood Manor, Kingston
Client's Project #: WA1912.451
Client: City of Chandler
Date: 5/21/2021
Entellus Project #: 615.113
Project Duration (Calendar Days): 450

Staff Classification	Unit	Qty	Rate	Cost
PRIME CONSULTANT				
PRINCIPAL	Hrs	0	$ 209.87	$ -
CONSTRUCTION MANAGER	Hrs	851	$ 164.90	$ 140,329.90
P.E.	Hrs	0	$ 134.92	$ -
SENIOR INSPECTOR	Hrs	3385	$ 119.93	$ 405,963.05
INSPECTOR	Hrs	515	$ 95.94	$ 49,409.10
ADMIN	Hrs	122	$ 68.96	$ 8,413.12
Labor Total	**Hrs**	**4873**		
			Subtotal	**$ 604,115.17**
SUBCONSULTANTS				
MakPro	LS	1	$ 24,300.00	$ 24,300.00
SAECO	LS	1	$ 10,000.00	$ 10,000.00
				$ -
			Subtotal	**$ 34,300.00**
Direct Expense Allowances				
Reimbursables (Printing, Deliveries, Vehicle Usage)	LS	1	$ 50,000.00	$ 50,000.00
				$ -
				$ -
				$ -
				$ -
			Subtotal	**$ 50,000.00**
Total Proposal for Construction Administration and Inspection Services			**$**	**688,415.17**

Entellus

3033 N. 44th Street, Suite 250, Phoenix, AZ
(602) 244-2566 engineers@entellus.co
www.entellus.com

Project Title: **Water Main Replacements 2019 (Westwood Manor, Kingston and Chieftain Village)**
Clients Project #: **WA1912.451**
Client: **City of Chandler**

EXHIBIT B
LABOR ESTIMATE
CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES

Date: **May 21, 2021**
Entellus Project #: **615.113**

SECTION	TASK	WORK ITEM DESCRIPTION	PRINCIPAL $ 209.87	CONSTRUCTION MANAGER $ 164.90	P.E. $ 134.92	SENIOR INSPECTOR $ 119.93	INSPECTOR $ 95.94	ADMIN $ 68.96	Total Hours	Total Amount
1	**Pre-Construction Assistance**									
	1.1	Pre-Construction Assistance		15.0		3.0		2.0	20	$ 2,971.21
1	**SUBTOTAL**		0	15	0	3	0	2	20	$ 2,971.21
2	**Construction Management**									
	2.1	Weekly Construction Meetings		97.0		65.0		97.0	259	$ 30,479.87
	2.2	CPM Schedule		34.0					34	$ 5,606.60
	2.3	Requests For Information (RFI's)		50.0					50	$ 8,245.00
	2.4	Shop Drawing Submittals		45.0					45	$ 7,420.50
	2.5	Requests for Proposal (RFP)		40.0					40	$ 6,596.00
	2.6	Field Directive (FD)		40.0					40	$ 6,596.00
	2.7	Contractor Payment Applications		30.0		30.0		15.0	75	$ 9,579.30
	2.8	Public Outreach		97.0					97	$ 15,995.30
2	**SUBTOTAL**		0	433.0	0.0	95.0	0.0	112.0	640	$ 90,518.57
3	**Construction Inspection**									
	3.1	Inspection Services		261.0		3086.0	515.0		3862	$ 462,551.98
	3.2	Landscape/Irrigation Inspection Services (If Applicable)		0.0					0	$ -
	3.3	Project Close-Out		24.0		48.0			72	$ 9,714.24
3	**SUBTOTAL**		0	285.0	0.0	3134.0	515.0	0.0	3934	$ 472,266.22
4	**Utility Coordination**									
	4.1	Utility Coordination		8.00				8.00	16	$ 1,870.88
4	**SUBTOTAL**		0	8.0	0.0	0.0	0.0	8.0	16	$ 1,870.88
5	**Materials Testing**									
	5.1	QC Test Program		65.0		65.0			130	$ 18,513.95
	5.2	QA Test Program		30.0		23.0			53	$ 7,705.39
5	**SUBTOTAL**		0	95.0	0.0	88.0	0.0	0.0	183	$ 26,219.34
6	**Record Drawings**									
	6.1	Record Drawings		15.0		65.0			80	$ 10,268.95
6	**SUBTOTAL**		0	15	0	65	0	0	80	$ 10,268.95
	TOTAL ESTIMATED HOURS		0	851	0	3385	515	122	4873	
	TOTAL ESTIMATED LABOR COSTS		$ -	$ 140,329.90	$ -	$ 405,963.05	$ 49,409.10	$ 8,413.12		**$604,115.17**

May 18, 2021

SMITH & ANNALA
ENGINEERING CO
SAECO
saecosafe.com
Phone: 480-659-4101
Fax: 480-659-5484

Entellus, Inc.
3033 North 44th Street, Suite 250
Phoenix, Arizona 85018

Attention: Michael Speck
Construction Manager

Subject: **Proposal For Construction Engineering Services Rev. 0**
City of Chandler Watermain Replacements 2019
Westwood Manor, Kingston and Chieftain Village (WA1912.451)
Chandler, Arizona
SAECO Proposal Number PC44.21.042

Smith & Annala Engineering Co. (SAECO) is pleased to provide this proposal for construction materials testing services for the above referenced project. SAECO has developed this proposal based upon our review of the plans and specifications for this project and our experience on similar projects.

SAECO

SAECO was founded in 2011 by Michael E. Smith, P.E. and Michael S. Annala, R.G. The firm provides geotechnical engineering, construction QA/QC, and environmental services to clients across the Southwestern U.S. The firm is locally owned and operated and is headquartered in Tempe, Arizona. Currently our staff consists of over 40 engineers, geologists, engineering technicians, and special inspectors. We previously built a considerable presence in the industry as a startup during challenging economic conditions because of our commitment to our safety culture and client service. We hope to demonstrate these attributes for your company on this project.

SAECO maintains American Association of State Highway and Transportation Officials (AASHTO) Materials Reference Laboratory (AMRL) and Cement and Concrete Reference Laboratory (CCRL) accreditation. These programs require our quality system meet strict federal criteria and requires us to undergo inspections which assess our personnel and our equipment relative to the criteria established by AASHTO. The programs also require us to participate in a Proficiency Sample Program (PSP) which allows us to conduct testing and provide results that are then compared to other accredited laboratories across the United States.

The company is also commited to the certification and continued development of our employees. SAECO Construction Engineering personnel maintain certifications in a wide range of programs including Arizona Training and Technical Institute (ATTI), American Concrete Institute (ACI), International Code Council (ICC), National Institute of Certified Engineering Technicians (NICET), and the Geosynthetic Institute.

The engineering and management personnel in the Construction Engineering Department of SAECO are currently or have been involved in leadership roles within the American Society of Civil Engineers (ASCE), Arizona Rock Products Association (ARPA), and Maricopa Association of Governments (MAG) Specifications and Technical Committee. Additionally, Mr. Michael Smith of SAECO currently serves as a faculty associate at Arizona State University in the Del E. Webb School of Construction. Our engineering and management personnel are actively involved in determining the future of the construction engineering industry.

The Construction Engineering Department of SAECO has experience on hundreds of projects performing Quality Assurance (QA) and/or Quality Control (QC) materials testing and inspection services. Our staff can provide a wide range of construction engineering services including asphalt and concrete mix designs; laboratory asphalt, soils, concrete, and aggregate evaluations; construction management and safety related services; geosynthetic materials evaluation and inspection; ICC Special Inspection; and, expert witness consulting on various construction, geotechnical, and/or construction materials issues.

Project Information

SAECO understands that the project will consists of watermain replacements at various locations in the City of Chandler. Our services during the project will be determined by Entellus, Inc. We have prepared this proposal to generally outline the types of tests that we would expect on a project of this nature.

SMITH & ANNALA ENGINEERING CO SAECO

Scope of Work and Fee Schedule

Miscellaneous Field Density Testing

SAECO will provide an Engineering Technician to perform sampling (if necessary) and testing during the placement of parking area subgrade, utility trench backfill, and other parking lot aggregate base course in an attempt to evaluate the level of compaction achieved by the contractor. Field testing will include both nuclear density (ARIZ 235) and sandcone density (ARIZ 230).

Soils and aggregate requiring laboratory testing will be sampled and delivered to our AMRL accredited laboratory in Tempe, Arizona. Laboratory testing will include maximum density - optimum moisture (proctor) determinations. Additional laboratory testing will include sieve analysis and plasticity index for aggregate base course materials.

Description	*Rate*
Engineering Technician, per hour	$ 66.00
Engineering Technician - OT/Standby, per hour	$ 99.00
Mileage	$ 0.65
Proctor (ASTM D698 or ASTM D1557)	$ 105.00
Sieve Analysis (ASTM C136/C117)	$ 75.00
Plasticity Index (ASTM D4318)	$ 65.00

Asphalt Concrete Paving

SAECO will provide an Engineering Technician to perform sampling (if necessary) and testing during the placement of asphalt concrete in an attempt to evaluate the level of compaction achieved by the contractor. Field density testing will include nuclear density (ARIZ 412b). Sampling (if necessary) will be performed in accordance with ARIZ 104 or AASHTO T-168. Laboratory testing will include gyratory bulk density or marshall density depending on the applicable mix design, maximum theoretical specific gravity (RICE density), and asphalt content and gradation.

SAECO will also perform coring of the pavement utilizing the Maricopa Association of Governments (MAG) procedure described in MAG Section 321.14. Core specimens will be properly transported to our laboratory in Tempe, Arizona for completion of in-place density testing in accordance with AASHTO T-269.

Description	*Rate*
Engineering Technician, per hour	$ 66.00
Engineering Technician - OT/Standby, per hour	$ 99.00
Mileage	$ 0.65
Laboratory Asphalt Density (AASHTO T-245 or T-312)	$ 150.00
Max. Theoretical Specific Gravity (RICE, AASHTO T-209)	$ 150.00
Asphalt Content and Gradation (AASHTO T-308)	$ 150.00
Bulk Density of Asphalt Concrete Core	$ 15.00
Subtotal, Asphalt Concrete Paving	

SMITH & ANNALA ENGINEERING CO SAECO

Structural Concrete

SAECO will provide an Engineering Technician to perform sampling and testing during the placement of concrete. Sampling of concrete will be performed in accordance with ASTM C172. After sampling the temperature of the plastic concrete will be determined in accordance with ASTM C1064 and the slump will be determined in accordance with ASTM C143. If required by the project specifications, or client request, air content and/or yield will be determined in accordance with ASTM C138, ASTM C173, or ASTM C231.

Our Engineering Technician will fabricate a set of concrete compressive strength specimens in accordance with ASTM C31. Unless otherwise directed, our Engineering Technician will fabricate a set of 4 test specimens. One specimen will be tested at 7-days, 2 specimens will be tested at 28-days, and the fourth specimen will be utilized as a hold cylinder in the event the concrete does not make strength at 28-days or additional evaluation is necessary. SAECO will transport the specimens to our central laboratory for compressive strength testing. The specimens will be cured in accordance with ASTM C31 during both the initial and final curing. Laboratory compressive strength testing will be performed in our CCRL accredited laboratory in Tempe, Arizona. ASTM C617 (capping) or ASTM C1231 (unbonded caps) procedure will be followed.

Based upon our review of the project requirements, we have estimated the number of trips below based upon a sampling frequecy of 1 set of compressive strength specimens for each concrete placement which exceeds 5 cubic yards. An additional set of compressive strength specimens will be fabricated for each additional 50 cubic yards of structural concrete placed.

Description	*Rate*
Engineering Technician, per hour	$ 66.00
Engineering Technician - OT/Standby, per hour	$ 99.00
Mileage (10 trips)	$ 0.65
Comp. Stength of Concrete Cylinders (Set of 4, ASTM C39)	$ 60.00

Additional Items

Description	*Rate*
Report Preparation & Dispatch, per hour	$ 55.00
Project Manager, per hour	$ 115.00
Professional Engineer, P.E., per hour	$ 145.00
Contingency	$ -

We understand a budget of $10,000 will be established for this project. Our services will be invoiced in accordance with the rates shown in this proposal.

ADDITIONAL PROVISIONS

1) Hourly rates shown are based upon a typical 5 day per week, 8 hour per day schedule. The overtime rate applies for work more than 8 hours per day, weekends, and holidays.
2) Services are billed portal to portal from our office in Tempe, Arizona.

SMITH & ANNALA ENGINEERING CO
SAECO

3) Services will be performed with appropriate notification. Schedule requests should be made by emailing our dispatch team at dispatch@saecosafe.com before 2 pm of the day prior to needing services.

Closing

We are available to start work immediately. SAECO appreciates this opportunity to provide this proposal. We have attached a Consulting Agreement which you can use to authorize us to begin work. Should you find this proposal acceptable please sign and return this proposal which includes the Consulting Agreement. We are available to discuss this proposal with you should have any questions.

Sincerely,

Michael E. Smith, P.E.
Principal

attachment: Consulting Agreement

MakPro Services, LLC
2036 N. Gentry • Mesa, AZ 85213

Office: 480-890-1927
Email: teresa@makprosvc.com

May 20, 2021

Mr. Michael Speck
Entellus Construction Services
3033 N. 44th Street, Suite 250
Phoenix, Arizona 85018

Dear Mike:

MakPro Services, LLC (MakPro) is pleased to provide the following proposal for public outreach services for the City of Chandler's Water Main Replacements Project (615113), which will replace water mains in three Chandler neighborhoods; Westwood Manor, Kingston, and Chieftain Village. Public outreach is an important element in projects that directly impact residents and businesses and provides a link between the project and the community it impacts. The City of Chandler has developed a strong relationship with its residents and businesses, and it's important these relationships are maintained throughout construction projects.

There are a variety of public outreach tools which can be used to establish appropriate communication with the effected stakeholders of a project. The services included in this scope and fee are based on our experience with the City of Chandler and the information you provided from your discussions with the City. This estimate is based on an estimated 450-calendar day (16-month) construction schedule, and currently slated to begin in late Summer 2021. In addition, the public outreach services have been categorized into tasks; however, adjusting one task may require adjustment of other tasks as there are economies of scale and efficiencies embedded in the cost estimate.

Please take a moment to review this scope and cost estimate and if I've missed or misunderstood any of the project characteristics, or if you'd like to customize this proposal in some other way, please let me know.

Task 2.8: Public Outreach: This effort includes various public outreach components:
Website: Makpro shall develop and maintain a project web presence for the project, which will include information about the construction schedule and how to contact the project team. The site will be updated with any new information on a regular basis. (10 hrs)

Hotline: MakPro shall maintain a 24-hour bilingual project hotline to respond to inquiries or complaints, maintain a call log and coordinate with the project team to respond to calls. ($200/mo hotline; calls requiring research or follow-up are billed at hourly rates) (16 hrs)

E-updates: MakPro will coordinate with community or property managers to provide e-updates on a regular basis, related to upcoming work and schedule. (24 hrs)

Project Progress Meetings: MakPro will prepare for and attend approximately 65 project on-line (video conference) progress meetings during construction, as well as participate in ongoing team communications throughout the project. (80 hrs)

Project Notifications: MakPro will send out notifications via mail in advance of work taking place in to inform residents of upcoming work, how they may be impacted, and how to contact the project team. Reimbursable expenses of postage/printing for notifications are included in the reimbursable allowance (based on 2-up, color one side mailer). Based on our previous experience, the distribution area would be to homes/properties impacted by the replacements or by construction near them, with approximately 500 pieces for mailing for all three neighborhoods. (20 hrs + printing/postage costs)

Included in project notifications are individual notifications (door hangers) for planned water shutdowns during tie-over's and connections. (40 hrs + cost of door hangers)

The total cost for public outreach services as identified above **based on a 16-month construction schedule should not exceed $24,300.00 which includes an allowance of $1,220 for reimbursable expenses, such as printing and postage of notifications, and also a $500 allowance for translation services.** This cost estimate assumes a labor rate of $110/hour for principal and $90/hour for associates, as well as a flat fee of $200/mo for the project hotline. Excluded from this estimate are any unusual out-of-pocket expenses requested by the sponsor. In addition, the estimate incorporates efficiencies from one task/activity to another, so removal of an activity may require an adjustment of hours in other activities.

Activity	Principal Hrs ($110/hr)	Associate Hrs ($90/hr)	Total
Public Outreach Services			
Task 2.8: Public Outreach Project Hotline	96	98	$19,380 $3,200
Subtotal	**32**	**32**	**$22,580**
Reimbursable Allowance (printing/postage for notifications)			**$1,220**
Translator Allowance			**$500**
Grand Total			**$24,300**

This proposal assumes any displays, exhibits, engineering designs or details, required for public information will be provided by the owner, the design engineer, or the contractor. MakPro is not responsible for documenting existing property conditions, project signage or traffic signage. Changes of substance to this proposal during the project may affect the final cost.

Thank you for the opportunity to work with Entellus and the City of Chandler on this exciting project. Should you have questions or need additional information related to this proposal, please feel free to contact me at (480) 890-1927.

Sincerely,

Teresa Makinen
Principal

EXHIBIT "C"
INSURANCE REQUIREMENTS

1. General.

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

1.2 Consultant and any of its subconsultants must procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

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

1.4 City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Consultant from liabilities that might arise out of the performance of the Agreement services under this Agreement by Consultant, its agents, representatives, employees, subconsultants, and Consultant is free to purchase any additional insurance as may be determined necessary.

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

1.6 Use of subconsultants: If any work is subcontracted in any way, Consultant must execute a written contract with subconsultant containing the same Indemnification Clause and Insurance Requirements as City requires of Consultant in this Agreement. Consultant is responsible for executing the Agreement with the subconsultant and obtaining Certificates of Insurance and verifying the insurance requirements.

2. Minimum Scope and Limits of Insurance. Consultant must provide coverage with limits of liability not less than those stated below.

2.1 *Professional Liability.* If the Agreement is the subject of any professional services or work performed by Consultant, or if Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, Consultant must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone whose acts, mistakes, errors and omissions Consultant is legally liable, with a liability limit of $1,000,000 each claim and $2,000,000 all claims. In the event the Professional Liability

insurance policy is written on a "claims made" basis, coverage must extend for 3 years past completion and acceptance of the work or services, and Consultant, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.

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

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

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

3. Additional Policy Provisions Required.

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

3.1.1. Consultant's insurance must contain broad form contractual liability coverage.

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

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

3.1.4. Coverage provided by Consultant must not be limited to the liability assumed under the indemnification provisions of this Agreement.

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

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

3.1.7. If a Certificate of Insurance is submitted as verification of coverage, City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

3.2. *Insurance Cancellation During Term of Contract/Agreement.*

3.2.1. If any of the required policies expire during the life of this Agreement, Consultant must forward renewal or replacement Certificates to City within 10 days after the renewal date containing all the required insurance provisions.

3.2.2. Each insurance policy required by the insurance provisions of this Agreement must provide the required coverage and must not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to City, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice must be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, Consultant or its insurance broker must notify City of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

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

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

3.3.2. City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by Consultant even if those limits of liability are in excess of those required by this Agreement.

EXHIBIT "D"
SPECIAL CONDITIONS

Work within City's Right-of-Way. All work performed within City's Right-of-Way by Consultant and Consultant's subconsultants must comply with City of Chandler requirements.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/15/2021

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

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

PRODUCER Phone: (480) 368-1800 Fax: (480) 368-1702
SOUTHWEST PROFESSIONAL INSURANCE CONSULTANTS
7689 E. PARADISE LANE, SUITE 5
SCOTTSDALE AZ 85260

CONTACT NAME: **Southwest Professional Insurance Consultants**
PHONE (A/C, No, Ext): **(480) 368-1800** FAX (A/C, No): **(480) 368-1702**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : RLI Insurance Company	13056
INSURER B : RLI Insurance Company	13056
INSURER C : RLI Insurance Company	13056
INSURER D: RLI Insurance Company	13056
INSURER E : RLI Insurance Company	13056
INSURER F :	

INSURED
ENTELLUS INC.
3033 N. 44th Street
Phoenix, AZ 85018

COVERAGES **CERTIFICATE NUMBER:** 13772 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:	X	X	PSB0001271	11/01/20	11/01/21	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED. EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 1,000,000 10,000 1,000,000 2,000,000 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS	X	X	PSA0001072	11/01/20	11/01/21	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (per accident)	$ $ $ $	1,000,000
C	X UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $	X	X	PSE0001219	11/01/20	11/01/21	EACH OCCURRENCE AGGREGATE	$ $	5,000,000 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	PSW0001258	11/01/20	11/01/21	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
E	Professional Liability			RDP0041469	11/01/20	11/01/21	Per Claim Aggregate		$2,000,000 $4,000,000

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

SEE SUPPLEMENTAL CERTIFICATE INFORMATION

CERTIFICATE HOLDER

City of Chandler
215 E Buffalo Street
Chandler, AZ 85225
paula.brown@chandleraz.gov

Attention: Paula Brown

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Dan Hardesty

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SUPPLEMENT TO CERTIFICATE OF LIABILITY INS # 13772

DATE
JUN 15 2021

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES

Professional Liability - Claims Made - Retroactive Date 12/06/1985

City of Chandler, its officers, officials, agents, and employees are added as additional insured on a primary and non-contributary basis as required by written contract as respects to general liability only for ongoing work per form PPB 304 02 12. Waiver of Subrogation applies as respects general liability as required by written contract per form PPB 304 02 12. Blanket Waiver of Subrogation applies to Workers Compensation per form WC 00 03 13. City of Chandler, its officers, officials, agents, and employees are added as additional insured as required by written contract as respects auto liability only for ongoing work per form PPA 300 03 13.

Project No. WA1912.451 Water Main Replacements 2019 Construction Management Services

Entellus 2020-2021 Endorsement Packet

1.) **Commercial Package Policy #PSB0001271**

☐ PPB 304 02 12- Blanket Additional Insured Endorsement (covering any/all additional insured named on the COI) Primary and Non-Contributory language included.

☐ PPB 101 07 16- Separation of Insured language page 42 of Policy

2.) **Workers Compensation Policy #PSW0001258**

☐ WC 00 03 13- Waiver Right to Recover
(also called waiver of subrogation)

3.) **Excess Liability Policy #PSE0001219**

☐ PPU 304 06 10- Excess Liability Enhancement containing Additional Insured language and Waiver of Subrogation.

4.) **Commercial Auto Policy #PSA0001072**

☐ PPA 300 03 13- Business Auto Enhancement
Containing Blanket Additional Insured and Waiver of Subrogation language.

Policy Number: PSB0001271
Named Insured: Entellus, Inc.

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:
   a. In the performance of your ongoing operations;
   b. In connection with premises owned by or rented to you; or
   c. In connection with "your work" and included within the "product-completed operations hazard".
2. The insurance provided to the additional insured by this endorsement is limited as follows:
   a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
   b. This insurance does not apply to the rendering of or failure to render any "professional services".
   c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.
3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

   However, if you specifically agree in a contract or agreement that the insurance provided to an additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:
   a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
   b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.
4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

   We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

b. All:

(1) "Bodily injury" and "property damage" except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";

(2) Plus medical expenses;

(3) Plus all "personal and advertising injury" caused by offenses committed;

is twice the Liability and Medical Expenses limit.

Subject to Paragraph **a.** or **b.** above, whichever applies, the Damage To Premises Rented To You Limit is the most we will pay for damages because of "property damage" to any one premises, while rented to you, or in the case of fire, while rented to you or temporarily occupied by you with permission of the owner.

The Limits of Insurance of **SECTION II – LIABILITY** apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. Liability And Medical Expenses General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this policy.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this policy:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Separation Of Insureds

Except with respect to the Limits of Insurance of **SECTION II – LIABILITY**, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® FOR DESIGN PROFESSIONALS EXCESS LIABILITY ENHANCEMENT

SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

A. General Aggregate Limit – Per Project Or Per Location
B. Additional Insured – Primary/Non-contributory
C. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

A. General Aggregate Limit – Per Project Or Per Location

Paragraph **2.a.** of **C. Limits of Liability** of **SECTION I – INSURING AGREEMENT** is deleted and replaced by the following:

a. The limit of liability stated in the Declarations as general aggregate is the most we will pay during each policy period for all ultimate net loss, except ultimate net loss because of:

(1) injury and damage included in the products-completed operations hazard or;

(2) any coverage included in **underlying insurance** to which no underlying aggregate applies.

The general aggregate applies separately to each of your "projects" away from premises owned by or occupied by you or to each of your locations owned by or occupied by you.

"Projects" mean an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" at the same "location" shall be considered a single "project".

For the purposes of this provision, "location" means

(1) premises involving the same or connecting lots;

(2) premises where connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad; or

(3) premises where operations are performed in sections, stages or phases as a continuation of the same contract or agreement, even if the premises do not involve connecting lots.

B. Additional Insured – Primary/Non-contributory

Paragraph **K. Other Insurance** of **SECTION IV – CONDITIONS** is deleted and replaced by the following:

K. Other Insurance

If other insurance, whether collectible or not, is available to the insured covering a loss also covered by this policy, the insurance afforded by this policy shall be in excess of, and shall not contribute with, such other insurance. However, if the **underlying insurance** provides coverage to an additional insured on a primary basis, or a primary and non-contributory basis, this insurance shall be available to such additional insured on an excess basis over the underlying insurance. We will not share with other insurance which covers such additional insured as a named insured.

C. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

Paragraph **L. Subrogation** of **SECTION IV – CONDITIONS** is deleted and replaced by the following:

L. Subrogation

In the event of any payment under this policy, the insured must notify us of any of the insured's rights of recovery against any person or organization. We shall be subrogated to all such rights. The insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights. However we waive any rights of recovery we may have against any person or organization if the **underlying insurance** also waives such rights.

Any amount recovered through subrogation or otherwise shall be apportioned in the inverse order of payment of the claim or claims involved to the extent of actual payment thereof by all interests. The expenses of all such recoveries and proceedings in connection therewith shall be apportioned in the ratio of respective recoveries. With respect to proceedings conducted solely by us, if there is no recovery, we will bear the expense thereof. If there is a recovery, we shall be reimbursed in full from such recovery for the amount of all expenses incurred by us before apportionment of such recovery as herein provided.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.
(This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)
This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization that you have agreed with in a written contract to provide this agreement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

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

Endorsement Effective 11-01-2020 Policy No. PSW0001258 Endorsement No. Premium 10430
Insured
Entellus, Inc.
Insurance Company
RLI Insurance Company

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® BUSINESS AUTO ENHANCEMENT

SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

A. Broad Form Named Insured
B. Employees As Insureds
C. Blanket Additional Insured
D. Blanket Waiver Of Subrogation
E. Employee Hired Autos
F. Fellow Employee Coverage
G. Auto Loan Lease Gap Coverage
H. Glass Repair – Waiver Of Deductible
I. Personal Effects Coverage
J. Hired Auto Physical Damage Coverage
K. Hired Auto Physical Damage – Loss Of Use
L. Hired Car – Worldwide Coverage
M. Temporary Transportation Expenses
N. Amended Bodily Injury Definition – Mental Anguish
O. Airbag Coverage
P. Amended Insured Contract Definition – Railroad Easement
Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound
R. Notice Of And Knowledge Of Occurrence
S. Unintentional Errors Or Omissions
T. Towing Coverage

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Broad Form Named Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE,** Paragraph **A.1. Who Is An Insured** Provision:

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Bus-iness Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

B. Employees As Insureds

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE,** Paragraph **A.1. Who Is An Insured** Provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Blanket Additional Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE,** Paragraph **A.1. Who Is An Insured** Provision:

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs is an "insured" for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in **SECTION II – COVERED AUTOS LIABILITY COVERAGE.**

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured's own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs.

D. Blanket Waiver Of Subrogation

The following is added to the **SECTION IV – BUSI-NESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

E. Employee Hired Autos

1. The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE,** Paragraph **A.1. Who Is An Insured** Provision:

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions:

   Paragraph **5.b.** of the **Other Insurance** Condition in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

   (1) Any covered "auto" you lease, hire, rent or borrow; and

   (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

F. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, Exclusion B.5. does not apply if you have workers compensation insurance in-force covering all of your employees.

G. Auto Loan Lease Gap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE** section of the policy; and
2. Any:
   a. Overdue lease/loan payments at the time of the "loss";

b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.

c. Security deposits not returned by the lessor;

d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

e. Carry-over balances from previous loans or leases.

H. Glass Repair – Waiver Of Deductible

SECTION III – PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

I. Personal Effects Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**:

c. Personal Effects Coverage

In the event of a total theft loss of your covered "auto" we will pay up to $400 for "loss" to wearing apparel and other personal effects which are:

(1) Owned by an "insured"; and

(2) In or on your covered "auto";

No deductible applies to Personal Effects Coverage.

J. Hired Auto Physical Damage Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**:

d. Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Liability Coverage and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" in any one "accident" to a hired, rented or borrowed "auto" is the lesser of:

(a) $60,000

(b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned auto will apply.

(5) This Coverage Extension will not apply to:

(a) Any "auto" that is hired, rented or borrowed with a driver; or

(b) Any "auto" that is hired, rented or borrowed from your "employee".

K. Hired Auto Physical Damage – Loss Of Use

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**:

e. We will pay sums which you legally must pay to the lessor of a covered "auto" which you have leased without a driver for thirty (30) days or less for the lessor's loss of use of the covered "auto", provided:

(1) This insurance provides comprehensive, specified causes of loss or collision covered on the covered "auto";

(2) The loss of use results from the covered "auto" being damaged in an "accident" while you are leasing it.

We will pay up to a maximum limit of $1,500 for this covered extension.

L. Hired Car – Worldwide Coverage

The following is added to **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A.2. Coverage Extensions**:

f. Hired Car – Worldwide Coverage

(1) We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" which occurs outside of the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada resulting from the maintenance, or use of any covered "auto" of the private passenger type you lease, hire, rent or borrow without a driver for thirty (30) days or less.

(2) With respect to any claim made or "suit" instituted outside the United States of America, the territories and possessions of the United States of America, Puerto Rico, and Canada:

(a) You shall undertake the investigation, settlement and defense of such claims and "suits" and keep us advised of all proceedings and actions.

(b) You will not make any settlement without our consent.

(c) We will reimburse you:

(i) For the amount of damages because of liability imposed upon you by law on account of "bodily injury" or "property damage" to which this insurance applies, and

(ii) For all reasonable expenses incurred with our consent in connection with the investigation, settlement or defense of such claims or "suits". Reimbursement for expenses will be part of the Limit of Insurance for liability coverage shown in the Business Auto Coverage Declarations, and not in addition to such limits.

(3) The limit of Insurance for Liability Coverage shown in the Business Auto Coverage Declarations is the most we will reimburse you for the sum of all damages imposed on you, as set forth in paragraph **2.c.** above, and all expenses incurred by you arising out of any single "accident" or "loss".

(4) You must maintain the greater of the following primary auto liability insurance limits:

(a) Compulsory admitted insurance with limits required to be in force to satisfy the legal requirements of the jurisdiction where the accident occurs; or

(b) Insurance limits required by law and issued by a government entity or by an insurer licensed or permitted by law to do business in the jurisdiction where the "accident" occurs; or

(c) Auto liability insurance limits of at least $300,000 combined single limit or $100,000 per person/$300,000 per accident Bodily Injury, $100,000 Property Damage.

If you fail to comply with the above, this insurance is not invalidated. However, in the event of a "loss", we will pay only to the extent that we would have been liable had you so complied.

(5) The insurance provided by this coverage extension is excess over any other collectible insurance available to you whether on a primary, excess contingent or any other basis.

M. Temporary Transportation Expenses

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions, subparagraph **a. Transportation Expenses** is deleted and replaced by the following:

a. Transportation Expenses

(1) We will pay up to a maximum of $1,500 for temporary transportation expense incurred by you because of Physical Damage to a covered "auto".

(2) We will pay only for those covered "autos" for which you carry Comprehensive, Colli-sion or Specified Case of Loss Coverage.

(3) We will pay only for those expenses incurred by you during the period of time that begins twenty-four (24) hours after the covered "loss" and ends at the time when the covered "auto" can be reasonable repaired or replaced.

(4) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

N. Amended Bodily Injury Definition – Mental Anguish

The following is added to **SECTION V – DEFINITIONS, Definition C.**:

"Bodily injury" also includes mental anguish, but only when the mental anguish arises from other bodily injury, sickness or disease.

O. Airbag Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE B. Exclusions 3.a.**:

However, this exclusion will not apply to accidental discharge of an airbag due to mechanical or electrical breakdown.

P. Amended Insured Contract Definition – Railroad Easement

SECTION V – DEFINITIONS paragraph **H.** "Insured contact" is modified as follows:

1. Paragraph **H.3.** is replaced by the following:

3. Any easement or license agreement.

2. Paragraph **H.6.a.** is deleted.

Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound

SECTION III – PHYSICAL DAMAGE COVERAGE B. Exclusions, exception paragraph **a.** to exclusion **4.c.** and **4.d.** is deleted and replaced with the following:

a. Equipment and accessories used with such equipment, except for tapes, records, discs or other electronic media device, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or is removable from the housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "autos" electrical system, in or upon the covered "autos"; or

R. **Notice Of And Knowledge Of Occurrence**

SECTION IV – BUSINESS AUTO CONDITIONS, A.2. Duties In The Event Of Accident, Claim Suit Or Loss, subparagraph **a.** is deleted and replaced with the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss" including:

(1) How, when and where the "accident" or "loss" occurred;

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured person and witnesses.

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(1) You, if you are an individual;

(2) A partner if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

S. **Unintentional Errors Or Omissions**

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions; 2. Concealment Misrepresentation Or Fraud is amended by adding the following:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

T. **Towing Coverage**

SECTION III – PHYSICAL DAMAGE COVERAGE, A.2. Towing, is deleted and replaced by the following:

2. We will pay up to $750 for towing and labor costs incurred each time a covered "auto" is disabled due to a covered cause of loss. However:

a. All labor must be performed at the place of disablement; and

b. If the covered auto is a private passenger type no deductible applies; and

c. If the covered auto is not of the private passenger type our obligation to pay will be reduced by a $250 deductible per disablement.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

CHANDLER arizona
Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** CP21-172

Date: July 12, 2021

To: Mayor and Council

Thru: Joshua H. Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
John Knudson, Public Works and Utilities Director
Andrew Goh, Capital Projects Manager

From: Sandra Story, Engineering Project Manager

Subject: Pre-Construction Services Construction Manager at Risk Contract No. WW1901.252, with McCarthy Building Companies, Inc., for the Reclaimed Water Interconnect Facility

---

Proposed Motion:

Move City Council award Pre-Construction Services Construction Manager at Risk Contract No. WW1901.252, to McCarthy Building Companies, Inc., for the Reclaimed Water Interconnect Facility, in an amount not to exceed $274,521.

Background/Discussion:

On February 11, 2021, City Council approved a contract to begin design on a Reclaimed Water Interconnect Facility (RWIF) using advanced membrane water treatment technologies to treat surface water from both Salt River Project and Colorado River sources to A+ standard to supplement the City's reclaimed water system supply. The additional supply produced from this facility will be used to supplement the City's groundwater recharge efforts as well as supply additional water for industrial cooling at Intel's expanded facilities.

This project will be completed using the Construction Manager at Risk (CMAR) delivery process. The contract completion time is 270 calendar days following Notice to Proceed. Construction-related contracts for the RWIF will be awarded separately. Major components of the project will include construction of a raw water pump station, self-cleaning strainers, membrane basins, blower building, chemical feed facilities, chlorine contact basins, and related interconnecting piping.

This agreement includes constructability studies and review, value engineering, project planning and scheduling, assistance in the coordination of contract documents, and preparation of Guaranteed Maximum Price packages. The contract completion time is 270 calendar days following Notice to Proceed. Construction-related contracts for the RWIF will be awarded separately. The project will be partially funded by Arizona Department of Revenue (ADOR) and Intel.

Evaluation:

The selection process was followed in accordance with City policy and procedure and State law. Staff recommends contract award to McCarthy Building Companies, Inc., based on qualifications, relevant firm experience, team experience, project understanding, and project approach.

Financial Implications:

This project will be 50% reimbursed by ADOR and Intel. ADOR will fund 80% of 50% of the project cost, and Intel will fund the remaining 20% of the 50% project cost.

Fiscal Impact

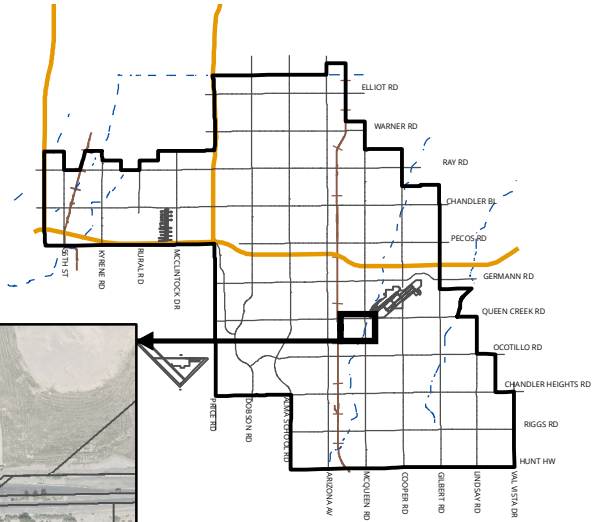
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
615.3910.6817.6WW189	Wastewater Operating Fund	Effluent Reuse-Storage & Rcvry Well	$274,521	Y

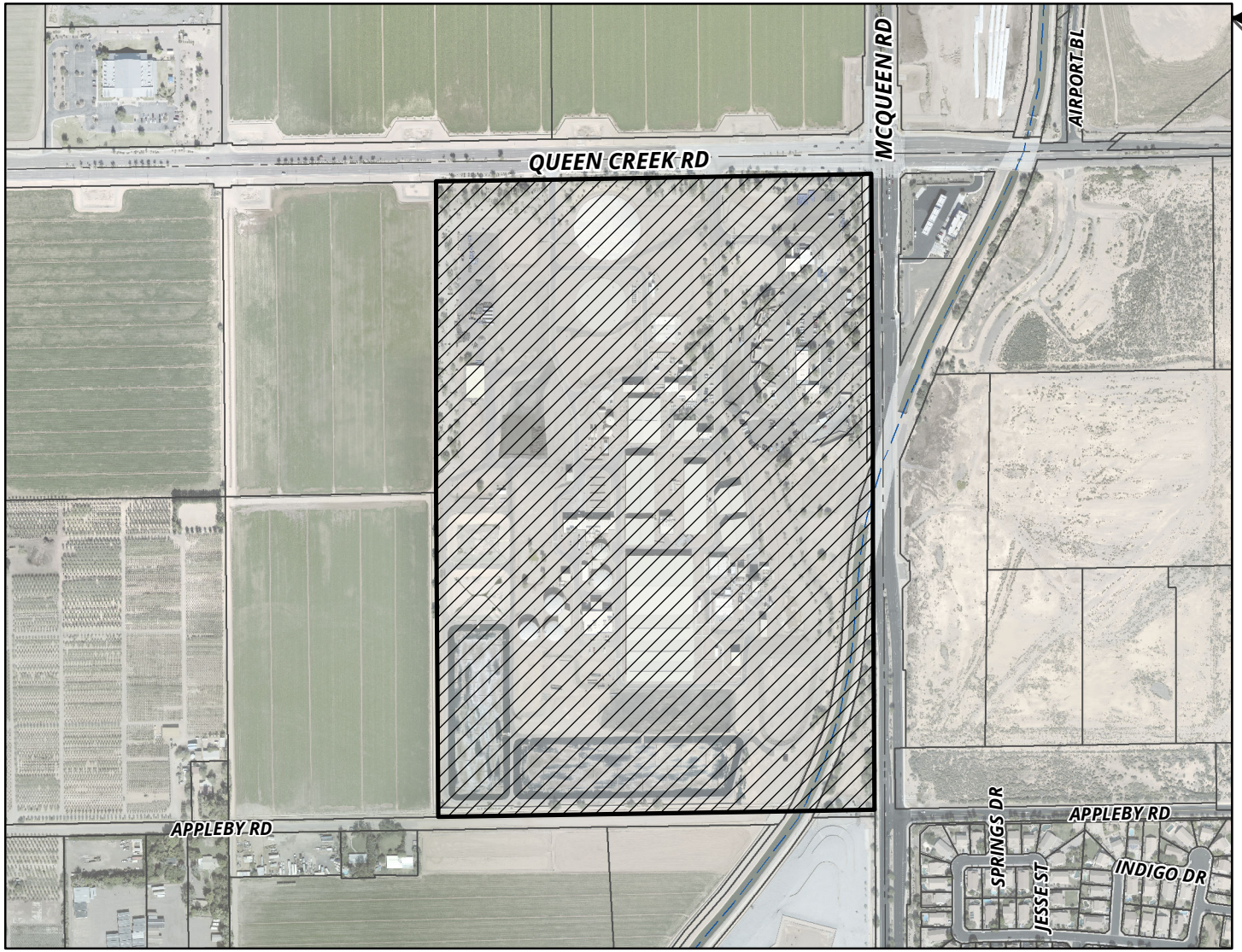
Attachments

Location Map

Contract - McCarthy

RECLAIMED WATER INTERCONNECT FACILITY - PRE-CONSTRUCTION SERVICES PROJECT NO. WW1901.252





MEMO NO. CP21-172

PROJECT SITE

NTS

ChanGIS

F:\ENGINEER\GENSERV_ArcMap_Shared\Map Requests\Capital Projects\CP21-172 RECLAIMED WATER INTERCONNECT FACILITY PRE-CONSTRUCTION SERVICES\CP21-172.mxd 6/11/2021 MARICELAH

CITY OF CHANDLER, ARIZONA

RECLAIMED WATER INTERCONNECT FACILITY – PRECONSTRUCTION SERVICES

CITY PROJECT NO. WW1901.252

PRE-CONSTRUCTION SERVICES CONTRACT

(CONSTRUCTION MANAGER AT RISK)

_____

Andrew Goh, P.E.
CIP City Engineer

CITY OF CHANDLER, ARIZONA

RECLAIMED WATER INTERCONNECT FACILITY – PRECONSTRUCTION SERVICES
CITY PROJECT NO.: WW1901.252

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CONSTRUCTION MANAGER AT RISK
PRE-CONSTRUCTION SERVICES CONTRACT
PROJECT NO.: WW1901.252

THIS CONTRACT is made and entered into on the _____day of _____, 2021, ("Effective Date") by and between City of Chandler, an Arizona municipal corporation, hereinafter called "City" and the "Construction Manager at Risk" or "CM@Risk" designated below (City and CM@Risk may individually be referred to as "Party" and collectively referred to as "Parties").

City and CM@Risk agree as follows:

ARTICLE 1 - PARTICIPANTS AND PROJECT

CITY: **CIP City Engineer:**
Andrew Goh
Public Works & Utilities Department
P.O. Box 4008, Mail Stop 407
Chandler, AZ 85244-4008
Phone: 480-782-3343
Email: andrew.goh@chandleraz.gov

CITY: **Project Manager:**
Sandy Story
Public Works & Utilities Department
P.O. Box 4008, Mail Stop 407
Chandler, AZ 85244-4008
Phone: 480-782-3588
Email: Sandra.story@chandleraz.gov

CM@RISK: **McCarthy Building Companies, Inc.**
6225 N. 24th St., Ste. 200, Phoenix, AZ 85016
Physical Address (if different than Mailing Address)
Arizona ROC No.:
Federal Tax ID No.:
Business Organization: Corporation
State Where Organized: Missouri
Statutory Agent Name: Joseph Brunsman
Statutory Agent Mailing Address: 6225 N. 24th St., Ste. 200, Phoenix, AZ 85016
Statutory Agent Physical Address: (if different than Mailing Address)
CM@Risk's Authorized Project Representative:
Name: Shane D. Banks
Title: Project Director
Phone: 6225 N. 24th St., Ste. 200, Phoenix, AZ 85016
Email: sbanks@mccarthy.com

DESIGN PROFESSIONAL: **Wilson Engineers, LLC**
1620 W. Fountainhead Parkway, Ste. 501, Tempe, AZ 85282
Physical Address: (if different than Mailing Address)
Statutory Agent Name: Stephen M. Todd
Statutory Agent Mailing Address: 1620 W. Fountainhead Parkway, Ste. 501, Tempe, AZ 85282
Statutory Agent Physical Address: (if different than Mailing Address)
Design Professional's Authorized Project Representative:
Name: Uday Kumar Gandhe
Title: Principal
Phone: 480-893-8860
Email: Uday.gandhe@wilson-engineers.com

PROJECT DESCRIPTION:

The project is for construction of the Reclaimed Water Interconnect Facility (RWIF), a membrane water treatment facility, that will deliver water to the Airport Water Reclamation Facility (AWRF) for distribution to the reclaimed distribution system and aquifer storage facilities. The new facility will optimize the use of the City's water resources by recharging additional water into the groundwater aquifer beneath the City to enhance the sustainability of the aquifer and provide resilience of the City's water system in case of drought.

PROJECT LOCATION:

Airport Water Reclamation Facility - 905 East Queen Creek Road

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 CONTRACT DOCUMENTS

The Contract between City and CM@Risk will consist of the following Contract Documents:

1. This Pre-Construction Services Contract and all of its Exhibits, incorporated by reference;
2. **Exhibit A** – Pre-Construction Scope of Work and Schedule;
3. **Exhibit B** – Compensation and Fee Schedule;
4. **Exhibit C** – Insurance Requirements;
5. **Exhibit D** – Submittal Requirements for GMP/Price Proposal;
6. **Exhibit E** - General Conditions and General Conditions Appendices.

2.2 DEFINITIONS

The definitions in Sections 2 and 15.1 of the General Conditions apply to all the Contract Documents, including this Contract.

ARTICLE 3 - PRE-CONSTRUCTION SERVICES

3.1 SERVICES

CM@Risk must provide all of the services and perform in accordance with Section 17 of the General Conditions. The major components of Pre-Construction Services and the corresponding subsections of Section 17 of the General Conditions are set forth below.

3.2 GENERAL REQUIREMENTS

3.2.1 CM@Risk must perform the services required by, and in accordance with this Contract and as outlines in the attached **Exhibit A** to the satisfaction of the Project Manager, in full compliance with Section 17.2.1 of the General Conditions.

3.2.2 In performance of the Services under this Contract, the CM@Risk must fully comply with all applicable Laws, Regulations, or Legal Requirements applicable to City, the Project, and the Contract.

3.2.3 CM@Risk must perform the Services under this Contract using only those firms, team members, and individuals designed by CM@Risk consistent with the Statement of Qualifications or as otherwise approved by City in accordance with the General Conditions. No other entities or individuals may be used without the prior written approval of City.

3.2.4 CM@Risk will comply with all terms and conditions of the General Conditions.

3.2.5 In the event of a conflict between this Contract and the General Conditions or any exhibit hereto or appendix thereto, the terms of this Contract will control.

3.2.6 **Ownership of Work Product**. Notwithstanding anything to the contrary in this Contract, all Work Product prepared or otherwise created in connection with the performance of this Contract, including the Work, are to be and remain the property of City, as set forth in Section 17.2.6 of the General Conditions.

3.3 **DESIGN PROJECT SCHEDULE**

CM@Risk must prepare and present to City a Detailed Project Schedule that is acceptable to the City and in accordance with Section 17.3 of the General Conditions.

3.4 **DESIGN DOCUMENT REVIEW**

CM@Risk must conduct the evaluations, perform the design document reviews, make the recommendations, and provide the other Services referenced in accordance with Section 17.4 of the General Conditions.

3.5 **BASELINE COST MODEL, DETAILED COST ESTIMATES, AND SCHEDULE OF VALUES**

3.5.1 CM@Risk must prepare and submit the Baseline Cost Model, Detailed Cost Estimates, and Schedule of Values in accordance with Section 17.5 of the General Conditions.

3.5.2 The submitted Baseline Cost Model, Detailed Cost Estimates, and Schedule of Values must not exceed the City's Construction Budget, which is **$24,000,000** ("Construction Budget"). If CM@Risk submits a Baseline Cost Model, Detailed Cost Estimates, and Schedule of Values that exceeds the Construction Budget, negotiations could lead to termination or suspension of the Contract.

3.6 **SUBCONTRACTOR AND MAJOR SUPPLIER SELECTIONS**

CM@Risk must select and obtain approval of Subcontractors and Suppliers in accordance with Section 17.6 of the General Conditions.

3.7 **GUARANTEED MAXIMUM PRICE (GMP) PROPOSAL**

3.7.1 CM@Risk must submit a GMP Proposal for the entire Work, and for each phase (if required) of the Work, at the times set forth in the Pre-Construction Schedule included in attached. The GMP Proposal must be presented in a format acceptable to City based upon the attached **Exhibit D**. City may change the schedule, format, and/or requirements for the GMP Proposal as it deems necessary during Pre-Construction, and may request resubmittal of the GMP Proposal to reflect such changes.

3.7.2 Preparation, submittal, review, and approval (or disapproval, if applicable) of the GMP Proposal will be done in accordance with Section 17.7 of the General Conditions.

3.7.3 For the purposes of the GMP Proposal, the Parties agree that:

a. The CM@Risk Fee will be equal to **7%** (percent) of the Cost of Work;
b. General Conditions costs will be a fixed amount or percentage agreed to as part of the Baseline Cost Model.

3.7.4 The GMP Proposal must not exceed the City's Construction Budget.

3.8 **ADDITIONAL PRE-CONSTRUCTION SERVICES**

3.8.1 Additional services which are outside the scope of the services required under the Contract Documents will not be performed by CM@Risk without prior written authorization from City. Additional services, when authorized by an executed written Change Order under Section 9 of the General Conditions, will be compensated for by a fee mutually agreed upon in such written Change Order between City and CM@Risk.

3.8.2 No claim for additional services, extra work done or materials furnished by CM@Risk will be allowed by City except as provided herein, nor will CM@Risk provide any additional services, do any work, or furnish any materials(s) not covered by this Contract unless such work or material is first authorized in writing by City. Work or material(s) furnished by CM@Risk without such prior written authorization will be CM@Risk's sole jeopardy, cost, and expense, and CM@Risk hereby agrees that without prior written authorization no claim for compensation for such services, work or materials furnished will be made, and City will not be responsible for such costs.

3.8.3 No Work (as defined by Section 1 of the General Conditions) may be performed under this Pre-Construction Services Contract, without prior written approval by City. As an example, all procurement of long lead time items that must be procured to support the construction schedule or site investigative Work necessary to complete Pre-Construction Services, if done by the CM@Risk, will be performed only after a GMP Proposal for the Work has been approved and accepted in writing by City and all such Work will be done only under an executed Contract for Construction Services, or pursuant to a prior written direction from City to engage in such procurement.

ARTICLE 4 - CONSTRUCTION SERVICES

If City accepts CM@Risk's GMP Proposal, CM@Risk and City will enter a Construction Services Contract for Construction of the Project based upon CM@Risk's Pre-Construction Services performed and GMP Proposal submitted pursuant to this Contract. The terms of the Construction Services Contract are being negotiated contemporaneously with this Contract and CM@Risk agrees to execute the Construction Services Contract, without further modification, upon acceptance by City of the GMP Proposal. All of CM@Risk's obligations, duties and warranties in relation to Pre-Construction Services and Deliverables (including specifically the GMP Proposal) survive the completion of this Contract and will be incorporated into the Construction

Services Contract.

ARTICLE 5 - CITY FURNISHED INFORMATION

5.1 City, at no cost to CM@Risk, will furnish the following to CM@Risk:

5.1.1 One copy of data in City's possession or control which City determines in its discretion to be pertinent to the Work. However, CM@Risk will be responsible for searching the records and requesting information it deems reasonably required for the Project.

5.1.2 Electronic copies of programs, reports, drawings, and specifications reasonably required by CM@Risk, to the extent in possession of City.

ARTICLE 6 - CONTRACT TIME

Contract Duration is **270** Calendar Days. The Pre-Construction Services described in this Contract must be performed by CM@Risk in accordance with the Pre-Construction Schedule set forth in attached **Exhibit A**, as updated and expanded in the most current updated/revised and approved Detailed Project Schedule. Failure on the part of CM@Risk to adhere to the Pre-Construction Schedule requirements for activities for which it is responsible and in control will be deemed a material breach and sufficient ground for termination for cause of this Contract by City.

ARTICLE 7 - CONTRACT PRICE

7.1 In exchange for CM@Risk's full, timely, and acceptable performance of the Services under this Contract, and subject to all of the terms of this Contract, City will pay CM@Risk a fee of **$274,521** (the "Contract Price"). The method of payment for this Contract is Hourly, Not-to-Exceed. The amount paid will not exceed the Contract Price for actual costs incurred, based on the negotiated hourly rates and reimbursement schedule as defined in **Exhibit B**, Compensation and Fee Schedule.

7.2 The Contract Price is all-inclusive, and City will not pay any additional amounts, costs or expense, except for only those specifically designated reimbursable costs, without markup, as set forth in **Exhibit B**.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this Contract through their duly authorized representatives and bind their respective entitles as of the Effective Date.

"CITY"
CITY OF CHANDLER

MAYOR Date

Recommended By:

Andrew Goh, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney
ATTEST:

City Clerk Seal

"CM@Risk"
McCarthy Building Companies, Inc.

Joseph Brunsman 6/18/2021
Signature Date

Joseph Brunsman
Print Name

Sr. Vice President
Title

jbrunsman@mccarthy.com
Signer Email Address

ATTEST: If Corporation

Secretary

EXHIBIT A

PRE-CONSTRUCTION SERVICES
SCOPE OF WORK AND SCHEDULE

June 3, 2021

Sandy Story
Project Manager
Public Works & Utilities
215 E. Buffalo Street
Chandler, AZ 85225

Re: Reclamation Water Interconnect Facility
Project No WW1901.202

Dear Sandy,

Attached is a proposal for the Preconstruction Services, Hourly Rates, Task Narrative, Exhibit A, and Contract Legal Notice form. The amount included is a not to exceed price in the amount of Two Hundred Seventy-Four Thousand Five Hundred Twenty-One ($274,521). For the Preconstruction Agreement, section 3.7.3, McCarthy is proposing a CM@Risk Fee of 7% based on mutually agreeable labor rates.

The Preconstruction services are based on beginning in July 2021 with a duration not to exceed 270 calendar days.

If there are any questions, don't hesitate to give me a call.

Sincerely,

Jeff Clarkson
Preconstruction Director
McCarthy Building Companies, Inc.

Attachments (8 pages)

City of Chandler
Reclamation Water Interconnect Facility, #WW1901.202
Pre-Construction Services: Tasks/Deliverables
May 18, 2021 rev June 3, 2021

Tasks/Deliverables derived from General Conditions (dated 11/13/19) Section 17

17.2 - General

Project Kick-off Meeting/Project Reviews

- Meeting attendance and participation; presentation as applicable

Regular Team Meetings/Design Meetings

- Meeting attendance and participation; presentation as applicable

Owner Bi-Weekly Meetings

- Meeting attendance and participation; presentation as applicable

Public Agency Meetings and Coordination

- Not included

Written Evaluation of Program and Budget

- Not included

Baseline Cost Model

- see section 17.5 below - this will be the 30% cost model

Project Workshops/Design Workshops

- Meeting attendance and participation; input consistent with sound and generally accepted construction management and contracting practices related to procurement, cost impact, schedule and facility operation

Construction Document Rolling Reviews

- Review of documents as received from Engineer; feedback consistent with sound and generally accepted construction management and contracting practices related to procurement, cost impact, schedule, quality and operation/maintenance

Partnering Session

- Not included

17.3 - Detailed Project Schedule

Develop Design Phase Schedule

- Prepare and present to City a detailed design phase project schedule with input from City and Engineer

Design Phase Schedule - Monthly Updates

- Provide monthly updates to current schedule; analysis of progress achieved to-date against baseline, including any concerns regarding delays or potential delays and any recommendations regarding mitigating actions

Develop Preliminary Construction Schedule & Phasing Plans

- Transition design phase schedule to overall project schedule in association with the baseline cost model and proposed phasing plans for early equipment procurement and/or construction activities and the remainder of the construction phase

Long Lead Analysis and Recommendations

- Not included

Equipment Plan
- Not included

17.4 - Design Document Reviews

Value Analysis/Efficiency Analysis
- Evaluate periodically the availability of labor, materials/equipment, cost-sensitive aspects of the design; and other factors that may create an unacceptable variance to the Baseline Cost Model and/or Baseline Project Schedule; use established value analysis principles in recommending cost effective alternatives

Constructability and Bid-ability Reviews
- Conduct constructability and bid-ability reviews of the Drawings and Specifications as necessary; identify discrepancies and inconsistencies in the construction Documents especially those related to clarity, consistency, completeness and coordination of Work of Subcontractors and Suppliers

Maintenance of Plant Operations (MOPOs)
- Evaluate scope and design for tasks that have the potential to effect plant operations; lead development of planning to minimize or eliminate disruption to Owner's facilities

Site Investigations
- Recommend additional surface and subsurface investigations that, in CM@Risk's professional opinion, are necessary to design and construct the Project

Document Complementary Review and Cross Checks
- Evaluate whether: (a) the Drawings and Specifications are sufficiently clear and detailed to minimize ambiguity and to reduce scope interpretation discrepancies; ~~(b) named materials and equipment are commercially available and are performing well, or otherwise, in similar installations;~~ (c) Specifications include alternatives in the event a requirement cannot be met in the field; ~~and (d) in its professional opinion, the Project is likely to be subject to Differing Site Conditions~~ (b) and (d) are specifically excluded

17.5 - Baseline Costs Model, Detailed Cost Estimates, Schedule of Values

30% Cost Model (Baseline Cost Model)
- At the conclusion of the 30% design, CM@Risk will review all available information regarding the design and scope of the Project using CM@Risk’s experience in performing similar work, knowledge of similar projects and current and projected construction costs and, based upon that review

60% Cost Model
- At the conclusion of the 60% design, CM@Risk will review all available information regarding the design and scope of the Project using CM@Risk's experience in performing similar work, knowledge of similar projects and current and projected construction costs and, based upon that review, will update the Cost Model for review by the Project Team and approval by City

Continuous Cost Model/Estimate Updates (Design Evolution Log)
- Track, estimate/price and address the Project Team's overall project cost issues that arise outside of the Baseline Cost Model and the latest approved Detailed Cost Estimate such as: City generated changes, Project Team proposed changes, alternate system analysis, constructability items and value engineering analysis

Cash Flow Projections
- Not included

Schedule of Values
- Not included

17.6 - Subcontractor and Major Supplier Selections

Procurement Prequalifications & Subcontractor Prequalification
- Evaluate potential suppliers and subcontractors with respect to safety, financial capacity, ability to meet/exceed schedule and quality in order to obtain adequate pool of acceptable bidders

Subcontractor Selection Plan
- Develop and submit written subcontractor selection plan per section 17.6 with justification for any qualifications based selections proposed

Subcontractor Bid Evaluation/Reports
- Prepare and submit detailed list of recommended subcontractors and summary report of the entire selection process

Pre-Bid Conference
- Plan, communicate and conduct pre-bid conference with prospective subcontractors and suppliers

17.7 - GMP Proposals

Early Equipment/Early GMP Preparation
- Early Membrane procurement GMP; work with Owner and Engineer in developing required Contract Documents to facilitate this procurement

GMP Preparation
- CM@Risk will prepare its GMP Proposal in accordance with City's request for GMP Proposal requirements based on the most current completed Drawings and Specifications at that time, which unless otherwise directed by City in writing, will be at 90% Construction Drawings

17.8 - Payment Procedures

Monthly Progress Reports/Request for Payment
- CM@Risk will prepare and submit monthly request for payment accompanied by a progress report, detailed invoices and receipts, if applicable

EXHIBIT A
PROJECT DESCRIPTION

The project is a small membrane water treatment facility at the Airport Water Reclamation Facility (AWRF), located at 905 E. Queen Creek Road. The treated water will be delivered to the reclaimed water distribution system and the City's aquifer storage facilities at Veteran Oasis Park, located at 4050 E. Chandler Heights Road, and Tumbleweed Park, located at 2250 S. McQueen Road. The intent of the project is to optimize the use of the City's water resources by recharging additional water into the groundwater aquifer beneath the City to enhance the sustainability of the aquifer and provide resilience of the City's water system in case of drought.

The scope includes components on the AWRF project site including Raw Water Pump Station (canel intake structure is not included as it is by SRP), Self Cleaning Strainers, Membrane Basins, Blower Building, Chemical Feed Facilities, Chlorine Contact Basin, and related interconnecting piping.

The City of Chandler is planning to use CM@Risk for pre-construction and construction services, and will require the CM@Risk to cooperate with the Engineer throughout the pre-construction and construction phases. Both the Engineer and the CM@Risk will be a part of the Design/Constructability Team working together to develop the design that best meets the City’s needs and budget.

EXHIBIT B

COMPENSATION AND FEE SCHEDULE

City of Chandler
Reclamation Water Interconnect Facility, #WW1901.202
Proposal - Pre-Construction Services
May 18, 2021 rev June 3, 2021

			TOTAL
		Hours	Cost
17.2 - General			**$36,378**
☐	Project kick-off meetings / project reviews	8	$1,122
☐	Regular team meetings / design meetings	68	$9,804
☐	Owner bi-weekly meetings	60	$8,412
☐	Public agency meetings and coordination	0	not included
☐	Written evaluation of program and budget	0	not included
☐	Baseline cost model (see section 17.5 - this will be the 30% cost model)	0	not included
☐	Project workshops / design workshops	64	$8,824
☐	Construction document rolling reviews	64	$8,216
☐	Partnering sessions	0	$0
17.3 - Detailed Project Schedule			**$11,837**
☐	Develop design phase schedule	24	$3,640
☐	Maintain design phase schedule - monthly updates	19	$2,739
☐	Develop preliminary construction schedule & phasing plans	38	$5,458
☐	Long lead analysis and recommendations	0	not included
☐	Equipment plan	0	not included
17.4 - Design Document Reviews			**$47,441**
☐	Value analysis / efficiency analysis	81	$11,325
☐	Constructability and bid-ability reviews	58	$8,096
☐	Maintenance of plant operations (MOPOs)	44	$6,020
☐	Site investigations	68	$9,860
☐	Document complementary review and cross checks	104	$12,140
17.5 - Baseline Costs Model, Detailed Cost Estimates, Schedule of Values			**$71,438**
☐	30% cost model (baseline cost model)	232	$29,030
☐	60% cost model	250	$31,192
☐	Continuous cost model / estimate updates	80	$11,216
☐	Cash flow projections	0	not included
☐	Schedule of values	0	not included
17.6 - Subcontractor and Major Supplier Selections			**$18,651**
☐	Procurement prequalifications & subcontractor prequalification	52	$6,294
☐	Subcontractor selection plan	8	$1,295
☐	Subcontractor bid evaluation / reports	72	$9,664
☐	Pre-bid conference	10	$1,398
17.7 - GMP Proposals			**$48,026**
☐	Early equipment / Early GMP preparation	82	$10,684
☐	GMP preparation	314	$37,342
	Subtotal	***1,800***	***$233,771***

		TOTAL
	Hours	Cost
Reimbursables & Allowances		**$40,750**
☐ **Underground Utility Locating**		
Survey / Mapping / Scanning / BIM		$15,000
Potholing		not included
☐ **Reimbursable Expenses**		
Plan printing and production		$750
☐ **Additional Services Provided Under Allowance**		
Owner Allowance		$25,000
Total		**$274,521**

Rate Schedule by Position
City of Chandler
Reclamation Water Interconnect Facility, #WW1901.202
May 18, 2021 rev June 3, 2021

Description		Total Hourly Labor Rate
GC Principal / Project Executive	$	228
Preconstruction / Project Director	$	169
Project / Preconstruction Manager	$	140
Design Manager	$	145
Asst. Project Manager	$	125
EI&C Estimator	$	126
Civil / Structural Estimator	$	126
Process Estimator	$	126
Estimator	$	109
BIM Specialist	$	95
Superintendent	$	138
Scheduler	$	139
Project Engineer	$	85
Project Administrator	$	64

Rates above are for preconstruction services and are all-inclusive (base rates plus overhead and profit)

EXHIBIT C

INSURANCE REQUIREMENTS

1. General.

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

1.2 CM@Risk and any of its subconsultants must procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

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

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

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

1.6 Use of subconsultants: If any work is subcontracted in any way, CM@Risk must execute a written contract with subconsultant containing the same Indemnification Clause and Insurance Requirements as City requires of CM@Risk in this Agreement. CM@Risk is responsible for executing the Agreement with the subconsultant and obtaining Certificates of Insurance and verifying the insurance requirements.

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

2.1 *Commercial General Liability-Occurrence Form*. CM@Risk must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $2,000,000 for each occurrence, $4,000,000 aggregate. Said insurance must also include

coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

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

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

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

3. Additional Policy Provisions Required.

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

3.1.1. CM@Risk's insurance must contain broad form contractual liability coverage.

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

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

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

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

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

3.1.7. If a Certificate of Insurance is submitted as verification of coverage, City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

3.2. *Insurance Cancellation During Term of Contract/Agreement.*

3.2.1. If any of the required policies expire during the life of this Agreement, CM@Risk must forward renewal or replacement Certificates to City within 10 days after the renewal date containing all the required insurance provisions.

3.2.2. Each insurance policy required by the insurance provisions of this Agreement must provide the required coverage and must not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to City, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice must be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, CM@Risk or its insurance broker must notify City of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

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

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

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

EXHIBIT D

SUBMITTAL REQUIREMENTS FOR GMP/PRICE PROPOSAL
(Page 1 of 2)

1. Unless otherwise instructed, CM@Risk must submit 3 bound copies of any GMP Proposal(s) that includes the following documents, complies with the requirements specified in this Contract and the following instructions. The GMP Proposal(s) must be organized as follows:

   A. Table of Contents
   B. Project Description
   C. GMP Proposal and the following attachments:
      i. Detailed Cost Estimate upon which the GMP is based and if for phased work, a total project Detailed Cost Estimate as of the time of the phased GMP Proposal.
      ii. List of Subcontractors
      iii. Schedule of Manufacturers and Suppliers
   D. Schedule of Values ("SOV")
   E. Project Schedule and a variance report to the Baseline Project Schedule
   F. Construction phasing/traffic control (if applicable)
   G. List of GMP Plans and Specifications

2. A summary breakdown of the GMP Proposal is shown on page 2 of this Exhibit, along with instructions regarding certain line items. The definitions included in Section 1 of the General Conditions apply to the line items, as appropriate, and set-forth the criteria to be used by CM@Risk in providing the required breakdown.

3. The most current version of CM@Risk's SOV must be submitted with the GMP Proposal. Supporting documents for the SOV, including the request for bids, copies of bids received and clarification assumptions used for the particular bid item listed must be provided in an organized matter that correlates with the SOV.

4. The final accepted GMP must not include any clarifications/assumptions made by CM@Risk in the preparation of the GMP Proposal, unless any such clarification or assumption is agreed to in writing by City.

5. The most current version of CM@Risk's Detailed Project Schedule must be submitted with the GMP Proposal with a variance report from the project's Baseline Schedule. The Detailed Project Schedule must be prepared as specified in this Contract.

6. A table listing all drawing sheets included in the GMP Plans and Specifications must be included with the GMP package. The table must include the following information: Sheet Number, Sheet Name, Sheet Version, and Date of Issuance. The GMP Proposal and Specifications, as defined, must be transmitted as specified in this Contract.

NOTE: The submittal package must be kept as simple as possible all on 8 ½ x 11 sheets. Color or shading must be kept to a minimum. If used, make sure the color or shading will not affect the reproduction of the submittal in black and white.

EXHIBIT D

CM@RISK GMP SUMMARY (PAGE 2 of 2)

Project Name: _____ Date: _____

Project Location: _____

City of Chandler Project No.: _____

	Amount
A. Cost of Work	
A1 Cost of Work (self perform, no mark-up)	$0.00
A2 Cost of Work (subcontractors, suppliers, materialmen)	$0.00
TOTAL COST OF WORK:	**$0.00**
B. General Conditions	**$0.00**
SUBTOTAL 1 (Cost of Work) (A + B):	**$0.00**
C. CM@Risk's Fee	**$0.00**
SUBTOTAL 2 (A + B + C):	**$0.00**
D. Bonds and Insurance (on Subtotal 1)	
D1 Bonds (Payment and Performance)	$0.00
D2 Insurance	$0.00
TOTAL BONDS & INSURANCE:	**$0.00**
SUBTOTAL 3 (SUBTOTAL 2 + BONDS & INS):	**$0.00**
E. Sales Tax	
E1 Sales Tax	$0.00
E2 Tax Credits	$0.00
TOTAL SALES TAX:	**$0.00**
F. Approved Allowances	
F1 Owner's Allowance	$0.00
F2 Owner's Allowance for Water and Wastewater	$0.00
TOTAL ALLOWANCES:	**$0.00**
G. Contingencies	
G1	$0.00
G2	$0.00
TOTAL CONTINGENCIES:	**$0.00**
TOTAL GMP PROPOSAL:	**$0.00**

Establishment of Values:

a. Cost of Work (A) and Allowances (F) to be submitted with GMP Proposal.

b. General Conditions Cost (B) to be established in Baseline Cost Model.

c. CM@Risk Fee as set forth in Section 3.7.3 of this Contract

EXHIBIT E
GENERAL CONDITIONS
AND
GENERAL CONDITIONS APPENDICES

GENERAL CONDITIONS

Approved date: April 27, 2021

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SECTION 1 - SCOPE OF THESE GENERAL CONDITIONS

These General Conditions encompass provisions that apply, and are incorporated into all construction contracts entered into by the City of Chandler, unless otherwise specifically excluded in the executed Contract.

SECTION 2 - GENERAL DEFINITIONS

Allowance : A specific amount for a specific item of Work, if any, that City agrees has not been sufficiently designed, detailed, or selected (including design changes from 90% to 100% as authorized by and at the discretion of the City) at the time the Contract Price is agreed to for Contractor to provide a definitive price.

Alternate Systems Evaluations or Alternative Analysis: Alternatives for design, means and methods or other scope considerations that are evaluated using value analysis principles and have the potential to reduce construction costs while still delivering a quality and functional Project that meets City requirements.

Change Order: A written instrument issued after execution of the Contract Documents signed by City and Contractor, stating their agreement upon all of the following: the addition, deletion or revision in the scope of services or deliverables; the amount of the adjustment to the Contract Price, the extent of the adjustment to the Contract Time, or modifications of other contract terms. The Contract Price and the Contract Time may be changed only by Change Order.

Consultant: Person or firm that provides professional services.

City (Owner or OWNER): City of Chandler, a municipal corporation, with whom Contractor has entered into the Contract and for whom the Work or Services are to be provided pursuant to the Contract(s).

Contingent Bid Items: This is a minor bid item which is likely, but not certain, to occur during the course of work. If the Engineer determines that this work is required, the Contractor will accomplish the work and payment will be made based on the contingent unit bid price included in the proposal. Since the quantity listed in the proposal is primarily for bid comparison, the amount of work required by the Engineer may vary materially from this.

Contract: The written agreement executed between City and Contractor, including all of the Contract Documents.

Contract Documents: The documents which together form the Contract between City and Contractor, as identified in Article 2 of the Contract, or are otherwise incorporated into the Contract, including the Contract, the exhibits thereto, these General Conditions, any Notice to Proceed, and any Job Order (if applicable), the Plans and Specifications, Project Schedule, written and properly executed Change Orders, MAG Specifications and City's amendments thereto, and any other documents so designated in the Contract.

Contract Price: The agreed-upon price to be paid to Contractor for full, timely, and acceptable completion of the Work or Services under the terms of the Contract.

Contract Time(s): The number of calendar days or the dates related to the applicable phase, Substantial Completion, or Final Acceptance as stated in Contract Documents. Contract Time starts with the Notice

to Proceed (NTP) and ends with Final Acceptance. The Contract Time is set forth in the Contract and is based upon the Project Schedule agreed to by City in writing.

Contractor: The person or business association with whom City has entered into an agreement for construction related Work or Services in relation to the Project at issue.

Contractor Payment Request: The form that is accepted by City and used by Contractor in requesting progress payments or final payment and which must include such supporting documentation as is required by the Contract Documents or City.

Construction Budget: The City's budget for construction of the Project.

Construction Documents: The Plans, Specifications, and Drawings prepared and issued by the Design Professional and approved by City for construction, meaning the documents are sealed by the Design Professional (as required), acceptable for permitting and incorporated into the Contract by this reference. All amendments and modifications to the Construction Documents must be approved in writing by City prior to incorporation into the Contract.

Cost of the Work: The term Cost of the Work will mean costs necessarily incurred by Contractor in the proper performance of the Work. Such costs will be at rates not higher than the standard paid at the place of the Project except with prior consent of City.

Critical Path Method (CPM): A scheduling technique which identifies the logical sequence of the activities occurring in a Construction Project, the anticipated time required to complete each activity in the Project, and the activities that must be completed on schedule to finish the Project within the anticipated time. Typically, activities are arranged in a network that shows both activities and their dependencies. CPM is also used as a management technique which enables contracting parties to predict when activities may occur so that resources can be effectively used and limitations can be identified.

Critical Path: Critical Path is the sequence of project network activities which add up to the longest overall duration. Once established in the Project Schedule, the Critical Path for the Project must not be changed without prior written approval of City.

Day: Calendar day(s) unless otherwise specifically stated in the Contract Documents.

Design Professional: The qualified, licensed person, firm or corporation who furnishes design and construction administration services required under the Contract Documents. These services may include, but are not limited to: development of Construction Drawings and Documents, review of Contractor Submittal(s), review of and response to Requests for Information, approval and certification of progress payment applications, construction administration, and construction contract close out.

Differing Site Conditions: Concealed or latent physical conditions or subsurface conditions at the Site that, (i) materially differ from the conditions indicated in the Contract Documents, or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work at the general area of the Site. Caliche, rock, hard-digging or sandy/silty soil encountered on a project is not considered a "Differing Site Condition."

Drawings (Plans): Documents, which visually represent the scope, extent and character of the Work to be furnished and performed by Contractor during the construction phase and which have been prepared

or approved by the Design Professional and City. These documents include Drawings that have reached a sufficient state of completion and released by Design Professional solely for the purposes of review and use in performing constructability or bid-ability reviews by Contractor and in preparing cost estimates (e.g. Master Planning and Programming, Schematic Design, Design Development, and Construction Drawings), but *"not for construction*." Shop Drawings are not Drawings as so defined.

Final Acceptance: The City's acceptance of the facility or project from the Contractor after all Work is completed, tested, and inspected in accordance with the contract requirements. Final Acceptance results in a Letter of Acceptance (LOA).

Fixed Price: A fixed price or amount for a Contract Price, Scope of Work, materials, or other item under a Contract, Change Order, or other agreement, which City agrees, in writing, to pay instead of the actual cost.

Float: The number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Contract Time. Unless otherwise expressly agreed in writing, all Float belongs to City.

Laws, Regulations, or Legal Requirements: Any and all applicable laws, rules, regulations, ordinances, codes and orders applicable to the Project of any and all governmental bodies, agencies, authorities and courts having jurisdiction and any applicable provisions of the Development Agreement for the Project (if any), including, without limitation, those provisions relating to the design and construction of the Project.

Line Item: The individual elements of Work identified on a bid or other schedule and associated with a price or a unit price and quantity particular to that individual element of the Work. Also refers to individual items of work within the Schedule of Values.

Liquidated Damages: Designated damages for the City to collect as compensation upon a specific breach (example: late delivery).

Long-Lead Item: Long-lead item refers to the equipment, product, or system that is identified at the earliest stage of a project to have a delivery time long enough to affect directly the Critical Path/the overall lead time of the project.

MAG: The Maricopa Association of Governments.

MAG Specifications: The most current version of the Uniform Standard Specifications for Public Works Construction published by MAG.

MAG Standard Details: The most current version of the Uniform Standard Details as published by MAG.

Minor change: A change in the Work having no impact on cost or time or the City-approved design intent, as determined by City.

Notice to Proceed (NTP): A written notice given by City to Contractor fixing the date on which Contractor will start to perform Contractor's obligations under the Contract.

Project: The Project specified in the Contract (including a Job Order).
Project Manager: The Project Manager designated in Article 1 of the Contract, or any successor thereto designated by City. The Project Manager has the authority to act on behalf of City, as delineated and

limited by the Contract Documents and applicable law. And City will communicate with Contractor through the Project Manager. However, the Project Manager has no authority to bind City or City Council in contravention of any City code, State or Federal statute or regulation, or these General Conditions.

Project Schedule: The schedule for the completion of the Project agreed to and required by City.

Project Specific Conditions: Additional conditions which apply to the specific Project and Scope of Work which are set forth in Exhibit D of the Contract.

Project Team: The Project Team consisting of the Design Professional, Contractor, Project Manager, and such others as City may designate.

Punch List: The list initially prepared by Contractor pursuant to the Contract Documents, reviewed and supplemented by the Project Manager (and at the sole option of the Project Manager, the Design Professional) and approved by City containing items of incomplete work not impacting Substantial Completion, if allowed for under the Contract, and to be completed or corrected by Contractor after Substantial Completion and before Final Acceptance in accordance with the Contract Documents.

Quality Assurance (QA) Testing: Testing performed to verify the accuracy and applicability of the QC testing results and to ascertain that the materials installed meet the specified levels of quality in accordance with the Contract Documents.

Quality Control (QC) Testing: Testing performed to assure that the materials installed comply with the requirements in the Contract Documents.

Requests for Information (RFIs): Formal written request from Contractor to City or Design Professional for the Project seeking clarification or additional information needed for Contractor to properly complete the Work or Services under the Contract. City may require RFI's to be submitted on a specific form or in a specified format.

Schedule of Values (SOV): The specified document prepared by Contractor, and approved and accepted by City, which divides the Contract Price into pay items, such that the sum of all pay items equals the Contract Price for the construction phase Work, or for any portion of the Work having a separate specified Contract Price.

Scope of Work: The scope of work agreed to or required by City and incorporated into the Contract as Exhibit A.

Shop Drawings: All drawings, diagrams, schedules and other data specifically prepared for the Work by Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

Site: The land or premises on which the Project is located.

Specifications: The part(s) of the Contract Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto. Where specified, the Project must be constructed using the current Uniform Standard Specifications and Details for Public Works Construction as furnished by the Maricopa Association of Governments, as amended by City.

Subconsultant: A person, firm or corporation having a Contract with Consultant/Contractor to furnish services required as its independent professional associate or consultant with respect to the Project.

Subcontractor: An individual or firm having a direct Contract with Contractor or any other individual or firm having a Contract with the aforesaid contractors at any tier, who undertakes to perform a part of pre-construction services or construction phase Work at the Site for which Contractor is responsible. Subcontractors must be selected through the Subcontractor selection process described in the Contract Documents, if any.

Substantial Completion: The date when the City determines that the Work (or separable units of Phases as provided in the Contract Documents) is essentially and satisfactorily complete in accordance with the Contract Documents such that the Project is ready for use by the City for its intended purpose, opening to the general public, full occupancy or use by City (including, without limitation, all separate units, or rooms, facilities, access, income-generating areas, and all areas serving the general public, as applicable, must be ready for full operation without material inconvenience or discomfort), including, to the extent applicable to the Work, the following: all materials, equipment, systems, controls, features, facilities, accessories, and similar elements are installed in the proper manner and in operating condition, inspected, and approved; surfaces have been painted; masonry and concrete cleaned with any sealer or other finish applied; utilities and systems connected and functioning; site work complete; permanent heating, ventilation, air conditioning, vertical transportation, and other systems properly operating with proper controls; lighting and electrical systems installed, operable and controlled; paving completed, signage installed, and other work as applicable, has been performed to a similar state of essential and satisfactory completion.

Supplier: A manufacturer, fabricator, distributor, or vendor having a direct Contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the construction phase Work by Contractor or any Subcontractor.

Total Float: Number of Days by which pre-construction services or construction phase Work or any part of the same may be delayed without necessarily extending a pertinent Contract Time or schedule milestone in the Project Schedule.

Work: The entire completion of construction or the various separately identifiable parts thereof, required to be furnished during the construction phase. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials, resources and equipment into the construction, and performing or furnishing services and documents as required by the Contract Documents for the construction phase.

Writing: Typing, printing, photography and other modes of representing or reproducing words in a visible form, including email, and expressions.

SECTION 3 - STANDARD SPECIFICATIONS AND DETAILS

3.1 City operates under the latest revision of the MAG Specifications and MAG Standard Details as amended by City. City's current amendment to the MAG Specifications, part of the City's Unified Development Manual, may be found in the downloaded from City's website at http://www.chandleraz.gov.

3.2 Copies of the MAG Specifications and MAG Standard Details are available at the Maricopa Association of Governments office, 302 N. 1st Avenue, Suite 300, Phoenix,

Arizona. They may also be downloaded from their website at: http://www.azmag.gov/Newsroom/Publications

3.3 The MAG Specifications and Standard Details and City's amendments thereto are incorporated into the Contract by this reference.

SECTION 4 - CONTRACTOR'S RESPONSIBILITIES FOR CONSTRUCTION SERVICES

4.1 **GENERAL**

4.1.1 Contractor must construct the Work in accordance with the Contract Documents and as outlined in Exhibit A of the Contract to the satisfaction of City, exercising the degree of professional care, skill, diligence, quality and judgment that a professional construction manager engaged, experienced and specializing in the construction management of construction and facilities of similar scope, function, size, quality, complexity and detail in urban areas throughout the United States comparable to Chandler, Arizona would exercise at such time, under similar conditions. Contractor must, at all times, perform the Work in conformance with sound and generally accepted engineering principles and construction management and construction contracting practices.

4.1.2 If Contractor observes errors, discrepancies or omissions in the Contract Documents, Contractor must promptly notify the Design Professional and City and request clarification. If Contractor, with the exercise of reasonable care, should have recognized such error, inconsistency, omission or difference and fails to report it to City, and if Contractor proceeds with the Work affected by such observed errors, discrepancies or omissions, without receiving such clarifications, Contractor does so at its own risk and will be liable to City for damages resulting from proceeding without clarification.

4.1.3 Project Team and agents of each of them, testing agencies and governmental agencies with jurisdictional interests will be provided access to the Work at reasonable times for their observation, inspection and testing. Contractor must provide proper and safe conditions for such access.

4.1.4 Contractor must comply with, and require all Subcontractors to comply with, the Arizona Contractors' license laws, including all requirements with respect to being duly registered and licensed.

4.1.5 Contractor must insure that all employees performing any Work for which Contractor is responsible have a legal right to live and work in the United States. In addition, all compensation of any such employee must meet all applicable requirements of the Fair Labor Standards Act (FLSA) and Federal Minimum Wage laws.

4.1.6 Contractor must comply with the Immigration Reform and Control Act of 1986 (IRCA). Contractor understands and acknowledges the applicability of the IRCA activities. Contractor agrees to comply with the IRCA while performing their work and to permit City inspection of Contractor personnel records to verify such compliance.

4.1.7 Pursuant to MAG Specifications §§ 107.4, Contractor must report immediately any discovery of archeological ruins or artifacts. Excavation must stop immediately so that City can decide on the pertinent steps to follow such discovery.

4.1.8 All property owners that may be affected by the proposed construction activities must be

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

4.1.9 Access must be maintained to adjacent properties at all times during construction. Where property has more than one point of access, no more than one access will be restricted or closed at any one time. Access to adjacent private driveways will be maintained during all non-working hours.

4.1.10 Contractor must furnish and erect construction signs in accordance with Project Specifications. The signs must be professionally prepared and subject to approval by City, must be maintained by Contractor for the duration of the project, and must be removed by Contractor during the final project clean up.

4.1.11 The number of signs required, the size, shape, installation requirements and information to be included for construction signs is established on the detail sheet, provided, however, signs must be a minimum of 4 foot by 8 foot and must be installed so that the bottom of the sign is at least 4 foot above grade. No direct payment will be made for furnishing and erecting construction signs. The cost thereof must be included in other items for which direct payment is made. Sign locations will be determined by City.

4.1.12 All required construction signs must be installed by Contractor within 7 Days of Notice to Proceed.

4.1.13 The Work to be accomplished under these Contract Documents has been designed for City by a Design Professional retained by City for this purpose. It is understood that normal construction Administration for the purpose of interpretation of the Contract Documents is provided by City. Should any services of the Design Professional be required to assist in the corrections of errors or omissions by Contractor, or services of the Design Professional be required because of changes in structure or equipment where Contractor has requested approval of substitute methods or material, or any other items detailed herein below, those services will be provided by the Design Professional at the standard hourly rates previously negotiated with City and must be paid for by the Contractor.

4.1.14 Contractor must reimburse City for costs incurred by the Design Professional for additional services to the Project through no fault of City or the Design Professional including, but not limited to, the following conditions:

a. Additional Site visits, investigations, inspections, design work or reports by the Design Professional which are required due to damages to existing facilities or completed Work caused by the Contractor in his performance, Contractor's negligence, or Contractor's Work which is rejected as defective or as failing to conform to the Contract Documents;

b. Design Professional construction phase services rendered on the project during the time the project remains incomplete after the Contract date of final completion will be charged to Contractor at a rate previously negotiated City; and

c. All retesting required due to the failure of Contractor's Work to meet the

requirements of the Contract Documents will be at Contractor's expense. All standby and travel time by the City's testing lab, the Design Professional or City due to Contractor's inability to be prepared for testing at the agreed upon time will be at the Contractor's expense.

4.1.15 City may withhold from any payment otherwise due to Contractor any amounts necessary to pay the Design Professional for such additional services as provided herein above.

4.1.16 Contractor will not be required to bear additional costs incurred by City due to errors by the Design Professional.

4.2 **CONTRACTOR'S PRE-CONTRACT AND PRE-WORK DELIVERABLES**

4.2.1 Prior to award of the Contract, Contractor must execute Contract and deliver to City. Failure to do so may delay Contract award. Contractor must also provide to City its Contractor's License classification and number and its Federal Tax I.D. number.

4.2.2 Before beginning any Work under the Contract, Contract must be fully executed by City.

4.2.3 After Contract award, City will issue to Contractor an award letter. At that time Contractor must deliver to City such bonds and certificates of insurance with endorsements in such amounts (and other evidence of insurance requested by City) required under Section 11 of these General Conditions, and as the Contract requires.

4.2.4 As evidence of Workmen's Compensation Insurance, Contractor must, upon request, provide a letter of certification from the Industrial Commission of Arizona that Contractor is insured by the State Compensation Fund or is an authorized self-insurer or a certificate of insurance issued by an insurance company authorized by the Insurance Department of Arizona to write Workmen's Compensation and Occupational Disease Insurance in the State of Arizona.

4.2.5 Within 10 Days of the date of the executed Contract letter issued by City, Contractor must submit to City for review and acceptance the following items:

4.2.5.1 Comprehensive construction Project Schedule including a Critical Path Method (CPM) diagram schedule as described in Section 6.2. Project Schedule must be in Microsoft Project standard file format. Within 10 Days of receipt of City's comments, Contractor must make all required corrections, adjustments, and additions to complete the Project Schedule and resubmit to City for review.

4.2.5.2 Preliminary schedule of submittals and Shop Drawings. Within 10 Days of receipt of City's comments, Contractor must submit the corrected and completed schedule of Shop Drawings submissions for approval. Contractor's schedule of Shop Drawings and sample submittals will be acceptable to City if it provides a workable arrangement for reviewing and processing the required submittals.

4.2.5.3 Schedule of Values in a form specified by City reflecting the subcontracts and other categories that will be used to submit Pay Applications for the Work. The total amount of the Schedule of Values must not be greater than the Contract Price. The Schedule of Values will be reviewed at the Pre-Construction Conference and revised by Contractor within 10 Days after Pre-Construction Conference in response to comments and questions from City. Once accepted by City in writing, the Schedule of Values for the Project must not be changed without the prior written approval of City.

4.2.6 Video Recording Requirement. Prior to performing any Work, Contractor must document the existing conditions of the Site, all other areas where Work will occur and all adjacent areas that may be impacted by the Work via digital video format. Contractor must video record and index all areas, features, buildings and other public and private improvements that could potentially be impacted by the Work. Video recording must be coordinated with City. When video recording private property, Contractor must also coordinate the video recording with the private property owner, if possible. Contractor must provide City with a copy of said digital video format prior to performing any Work.

4.2.7 Aerial Drone Construction Photography.

4.2.7.1 If Contract duration is greater than 90 calendar days, Contractor must engage a professional unmanned aerial vehicle (UAV) aerial pilot to photograph the Site prior to construction mobilization, at three-month intervals during construction, and following final inspection. Drone camera specifications must meet the following minimum requirements:

a. 1-inch CMOS
b. Pixels: 20M
c. FOV 84 8.8 mm/24 mm (35 mm format equivalent) f/2.8-f/11 auto focus at 1 m-
d. For photographing: 16.9 Aspect Ratio: 5472x3078
e. For video shooting: MP4/MOV/H.264
f. FHD: 1920x1080 120p @100Mbps
g. File format: High Definition (HD) JPEG for digital photos and HD MPEG 4 for digital video.
h. All metadata to be recorded including GPS data and preserved with photographs provided.

Interval	**JPEG**
3 month intervals	At an altitude (AGL) between 70-90 ft.
3 month intervals	Images to be taken every 50-100 ft. to be determined based on project scope.

4.2.7.2 Drone photos to be taken in sequential geographical order and then organized and provided in the same manner unless otherwise specified.

4.2.7.3 Photos to be provided digitally via an online file share service and/or by a USB drive to contractor.

4.2.7.4 Drone pilots to obey ALL local (city, county, state) UAV regulations as well as FAA UAV guidelines including, but not limited to, conducting all flights during daylight hours, not exceeding maximum altitude ceilings (depending on area), not flying over people, yielding to other aircraft.

4.2.7.5 Drone pilots must fly drone within visual line of sight (VSOL) and have visual spotter when needed. Drone pilots only to operate in favorable weather conditions when minimum visibility is 3 miles or greater.

4.2.7.6 Drone pilots to conduct a preflight checklist and visually inspect the entire flight path prior to flying to ensure a safe flight.

4.2.7.7 Airspace Authorizations. Operations in Class G airspace are allowed without air traffic control (ATC) permission. Operations in Class B, C, D and E airspace need ATC authorization. Drone

pilots to schedule each flight in advance and based on airspace if required will notify nearby airports/control towers, etc.

4.2.8 Government Approvals and Permits.

4.2.8.1 Contractor must obtain all necessary permits for the Work and pay all applicable fees, unless otherwise noted on the Plans and in the Specifications. City permit fees will be paid internally by City. For bidding purposes, an allowance for all permit fees is included in the bid schedule under the item "allowance for permit fees." The Contractor will be paid for the actual cost of the permit fees upon submitting a receipt showing the fee Contractor has paid. Excluded from the above allowance are items such as all costs incurred by the Contractor in securing the permit except for the actual permit fee established by the agency, cost for all shut downs or outages, cost for pole bracing, cost of permits for construction water, cost of construction water, cost for any additional insurance requirements, cost for any licenses, and other similar type costs. Contractor is specifically notified of the need to obtain the necessary environmental permits or file the necessary environmental and regulatory permit notices.

4.2.8.2 Copies of all permits and the associated notices must be provided to City prior to starting the permitted activity.

4.3 PRE-CONSTRUCTION CONFERENCE

4.3.1 Prior to the commencement of any Work, City will schedule a Pre-Construction Conference.

4.3.2 The purpose of this Conference is to establish a working relationship between Contractor, the utility firms, and various City agencies. The agenda will include critical elements of the Work schedule, submittal schedule, cost breakdown of major lump sum items, Payment Requests and processing, coordination with the involved utility firms, and emergency telephone numbers for all representatives involved in the course of construction.

4.3.3 Minimum attendance by Contractor at any mandatory meeting with City must be (1) Contractor's Representative, who is authorized to execute and sign documents on behalf of the firm, (2) Contractor's on-site Superintendent, and (3) Contractor's Safety Office, or other employee responsible for safety.

4.4 PERFORMANCE OF THE WORK (INCLUDING FIELD MEASUREMENTS, SUBCONTRACTORS, AND SUPPLIERS)

4.4.1 Unless otherwise provided in the Contract Documents to be the responsibility of City or a separate Contractor, Contractor must provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Contractor to complete the Work consistent with the Contract Documents.

4.4.2 Contractor must perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Contractor must at all times exercise complete and exclusive control over the means, methods, safety, sequences and techniques of construction.

4.4.3 Contractor's Superintendent must be present at the Site at all times that material Work under this Contract is taking place. Contractor's Superintendent or designee must be present at the Site at all times any other Work under this Contract is taking place.

Superintendent must not be replaced without written notice to City. Whenever the Superintendent is not present at a particular part of the Work where the City or Design Professional may desire to inform the Contractor relative to interpretation of the Drawings and Specifications or to disapproval or rejection of materials or Work performed, the City or Design Professional may provide such information in writing to the foreman or other worker in charge of the particular part of the Work in reference to which the information is given. Information so given will be as binding as if given to the Superintendent.

4.4.4 All elements of the Work must be under the direct supervision of a foreman or his designated representative on the Site who must have the authority to take actions required to properly carry out that particular element of the Work.

4.4.5 Working Hours. Except in connection with the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise indicated, all Work at the Site must be performed during regular working hours, and Contractor will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without City's written consent given after prior written notice to City. If it will become absolutely necessary to perform Work at night or on Saturdays, Sundays or legal holidays, the City must be informed at least 24 hours in advance of the beginning of performance of such Work. Only such Work will be done at night as can be done satisfactorily as determined by the City. Good lighting and all other necessary facilities for carrying out and inspecting the Work must be provided and maintained at all points where such Work is being done. Further, unless such non-normal work hours are performed at City's request or required by the Contract Documents, Contractor must pay to City all additional costs incurred by City by reason of such non-normal working hours. Expenses incurred by City for overtime compensation must be reimbursed by Contractor as follows: (i) City staff at the rate set forth in current City Fee Schedule as published on City website, (ii) Design Professional and staff at the standard hourly rates previously negotiated with City, and (iii) all others at actual cost plus ten percent administrative overhead. Such costs may be deducted by City from any payments due to Contractor. Provided, however, if overtime work or work during other than normal hours is at the request of City and not due to Contractor delay, City will pay the cost of City overtime expenses.

4.4.6 Where the Contract Documents require that a particular product be installed or applied by an applicator approved by the manufacturer, it is Contractor's responsibility to ensure the Subcontractor employed for such work is approved by the manufacturer. All materials and equipment must be stored, applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Contract Documents; but no provisions of any such instructions will be effective to impose on City of Design Professional responsibility for the means, methods, techniques, sequences or procedures of construction or for safety precautions incident thereto.

4.4.7 Before starting the Work, Contractor must carefully study and compare the various Plans, Drawings, other Contract Documents, and Specifications relative to that portion of the Work, as well as the information furnished by City, must take field measurements of any existing conditions related to that portion of the Work and must observe any conditions at the Site affecting it. The exactness of grades, elevations, dimensions, or locations given on any Drawings, or the Work installed by other contractors, is not guaranteed by City.

4.4.8 Before ordering materials or doing Work, Contractor and each Subcontractor must verify

measurements at the Site and will be responsible for the correctness of such measurements. No extra charge or compensation will be allowed because of differences between actual dimensions and the dimensions indicated on the Contract Documents, including the Drawings.

4.4.9 Ground Level Construction Photography.

4.4.9.1 The Contractor must furnish progress photographs of the project. The photographer selected by the Contractor must be approved by the City and must be either a commercial photographer or an individual experienced and equipped for such photography.

4.4.9.2 The Contractor must deliver to City all photographs taken during that period with each application for payment. If the current photographs do not accompany the application, the application will not be reviewed and will be returned to the Contractor as incomplete.

4.4.9.3 Photographs must be identified by use of typewritten labels affixed to the back of the photograph. The label must provide a description of the view, the direction from which the photograph was taken, the name of the project, City's project number, the name of Contractor and the date of the photography. The stationing must also be included for all pipeline installations.

4.4.9.4 Photographs must be taken during the construction period and must be of aesthetic composition and depict the progress of the Work from the beginning of construction through and including the finished product. City may vary the specified frequency so that significant progress or changes can be recorded on the photographs.

4.4.10 Underground Facilities.

4.4.10.1 The existence and number of facilities as shown on the Plans are estimated from information furnished by the particular utility. Contractor is responsible for field verification and location of all utilities prior to the start of construction. No field work will be allowed to start until Contractor has contacted Arizona 811 and all affected utilities have been located. In addition Contractor must expose and physically locate all potentially conflicting utilities prior to construction. The actual locations of the utilities must be compared to locations shown on the Plans and any required changes in alignment and grade must be made at the time of construction in consultation with Project Manager. It is generally recognized and Contractor should anticipate that information from Arizona 811 or information from utility companies during project design, frequently fails to disclose all underground facilities. The fact that more utility lines or other underground facilities are located in the Project Site than shown on the Project Plans does not constitute an "unforeseen Condition" and such undisclosed underground facilities do not differ materially from the conditions which Contractor should expect. The provisions of Sections 105.4, 105.6, 107.11 and 109.8.1 of the MAG Uniform Standard Specifications for Public Works Construction apply and are incorporated herein by this reference.

4.4.10.2 Contractor is responsible for all coordination with utility companies. The provisions of Sections 105.4, 105.6, 107.11 and 109.8.1 of the MAG Uniform Standard Specifications for Public Works Construction strictly apply and no additional compensation will be paid to Contractor for delays due to utility work on the project.

4.4.11 Relocation of Existing Water Meters. When a service line has been extended and a line setter installed in a meter box, City forces will re-install meter. No compression fittings will

be utilized.

4.4.12 Water Turn-On or Turn-Off.

4.4.12.1 Contractor must coordinate all water line turn-ons and turn-offs through the City. Application must be made to the Municipal Utility Division and Contractor must pay the established charges. The City will close existing valves, but will not guarantee a bone-dry Shutdown.

4.4.12.2 Contractor must notify all customers affected by the turn-off not less than 48 hours in advance. Notification must be in writing, must give the reason for the turn-off and must give the estimated time and duration that water service will be interrupted. Contractor is also notified that water turn-off will not be permitted on the Day before and after Thanksgiving Day and Christmas Day.

4.4.12.3 No direct payment will be made to Contractor for turn-ons or turn-offs. Costs associated therewith will be included in other items for which direct payment is made.

4.4.13 Tests and Inspections.

4.4.13.1 Contractor must give City timely (at a minimum, twenty-four hours) notice of readiness of the Work for all required inspections, tests or approvals. Contractor must give timely notice to City in advance of backfilling or otherwise covering any part of the Work so that city representative may, if desired, observe such part of the Work before it is concealed. Whenever Contractor varies the normal period during which Work or any portion of it is carried on each Day, Contractor must give timely notice to City so that city representative may, if desired, be present to observe the Work in progress. If Contractor fails to give such timely notice, any Work done in the absence of city representative will be subject to rejection. If Contractor gives such notice to City, but then is not ready for such inspections, tests, approvals or observations at the time so noticed, Contractor must reimburse City for all costs incurred by the attendance of city representatives.

4.4.13.2 If any law, ordinance, rule, regulation, code, or orders of any public body having jurisdiction requires any Work (or part thereof) to be inspected, tested or approved, Contractor (unless another party is specified in the Contract Documents) must assume full responsibility therefor, pay all costs in connection therewith and furnish City the required certificates of inspection, testing, or approval. Contractor must also be responsible for and must pay all costs in connection with any inspection or testing required by the Specifications in connection with City's acceptance of a manufacturer, fabricator, supplier or distributor of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. The cost of all other inspections, tests and approvals required by the Contract Documents will be paid by City (unless otherwise specified).

4.4.13.3 All inspections, tests or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having jurisdiction must be performed by organizations acceptable to City and by the Design Professional if so specified.

4.4.13.4 Neither observations by City, the Design Professional nor inspections, tests or approvals by others will relieve Contractor from their obligations to perform the Work in accordance with the Contract Documents.

4.4.14 Uncovering Work. If any Work that is to be observed, inspected, tested or approved is covered without written concurrence of City, it must, if requested by City be uncovered for observation. Unless Contractor has given City timely notice of Contractor's intention to cover such Work and City has not acted with reasonable promptness in response to such notice, Contractor must furnish all necessary labor, material and bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order will be issued.

4.4.15 In all cases of interconnection of its Work with existing or other Work, Contractor must verify at the Site all dimensions relating to such existing or other Work. Any errors due to Contractor's failure to so verify all such grades, elevations, locations or dimensions must be promptly rectified by Contractor without any increase in the Contract Price. Any design errors or omissions noted by Contractor during this review must be reported promptly to City.

4.4.16 Contractor must establish and maintain all construction grades, lines, levels, and benchmarks, and will be responsible for accuracy and protection of same. This Work must be performed or supervised by a licensed civil engineer or surveyor in the State of Arizona.

4.4.17 Contractor must photograph all buried piping of greater than four (4) inches in diameter prior to backfill.

4.4.18 Contractor is responsible for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

4.4.19 Contractor must coordinate the activities of all Subcontractors. Contractor must coordinate performance of the Work with City's Public Works & Utilities Department and other departments or agencies within City. The Design Professional and other contractors or parties involved in the Project. If City performs other work on the Project or at the Site with separate contractors under City's control, Contractor agrees to cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

4.4.20 Contractor will not substitute or change any Subcontractor or Supplier without the prior written approval of City. Any substitute or replacement Subcontractor or Supplier must be required to meet the same qualifications and selection criteria and process as the original Subcontractor or Supplier. If a Subcontract/Supplier selection plan has been approved by City, Contractor will follow that plan unless otherwise approved by City in writing.

4.4.21 Contractor must not change or replace any members of its Project team, including Contractor's Representative, Project Manager, or Superintendent, without an explanation for the change being given to City, and receiving prior written approval of the change from City, which approval will not be unreasonably withheld.

4.4.22 Subcontractors whose scope of work has a value greater than 15% of the total Contract Price are required to furnish performance and payment bonds to Contractor, unless otherwise

approved in writing by City.

4.4.23 Contractor must comply with MAG Specification § 108.2 (E) unless otherwise specified in Contract Documents.

4.5 **CONTROL OF THE PROJECT SITE**

4.5.1 Throughout all phases of construction, including suspension of Work, Contractor must keep the Site reasonably free from debris, trash and construction wastes to permit Contractor to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Prior to Final Acceptance of the Work, or a portion of the Work, Contractor must remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit City to occupy the Project or a portion of the Project for its intended use.

4.5.2 Contractor must take whatever steps, procedures or means necessary to prevent dust nuisance due to construction operations. The dust control measures must be maintained at all times to the satisfaction of City and in accordance with the requirements of the Maricopa County Bureau of Air Pollution Control Rules and Regulations.

4.5.3 Contractor must maintain Americans with Disabilities Act (ADA) and American National Standards Institute (ANSI) accessibility requirements during construction activities, including without limitation compliance with the 2010 regulations governing implementation of the ADA to the extent applicable. ADA and ANSI accessibility requirements must include, but not be limited to, parking, building access, areas of refuge, and emergency exit paths of travel. Contractor is responsible for the coordination of all Work to minimize disruption to residents and the public.

4.5.4 Only materials and equipment used directly in the Work will be brought to and stored on the Site by Contractor. When equipment is no longer required for Work, it must be removed promptly from the Site. Protection of construction materials and equipment stored at the Site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor.

4.5.5 Contractor agrees all persons working on the Site must act at all times in the best interest of the Project and will comply with all applicable rules and regulations reasonably set forth by City related to the Site. Notwithstanding the foregoing or anything in this Agreement to the contrary, City may remove from the Site any individual who City deems in their reasonable discretion to be creating a disturbance or causing any problem on the Site.

4.5.6 Contractor will be responsible to City for the acts and omissions of Contractor's employees, Subcontractors and their agents and employees, and any other person performing any of the Work under a Contract with Contractor, or claiming by, through or under Contractor, for all damages, losses, costs and expenses resulting from such acts or omissions.

4.5.7 City may conduct criminal, drive history, and all other requested background checks of Contractor and Subcontractor personnel performing Work or who have access to City's information, data, or facilities in accordance with City's current background check policies, or the provisions of the Project Specific Conditions. Any officer, employee or agent that fails to background check must be replaced immediately.

4.5.8 City will have a final authority, based upon security reasons: (i) to determine when

security clearance of Contractor's and Subcontractor's personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting personnel; and (iii) to determine whether or not any individual or entity may provide Services or perform Work under the Contract.

4.5.9 If City objects to any personnel for any reasonable cause, then Contractor must, upon notice from City, remove such individual from the Project.

4.6 **PROJECT SAFETY**

4.6.1 The Project and all Work performed in relation thereto is governed by applicable provisions of the federal laws, including but not limited to, the latest amendments of the following:

a. Williams-Steiger Occupational Safety & Health Act of 1970, Public Law, 91-596.

b. Part 1910 and Part 1926 – Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations.

c. Part 1518 – Safety and Health Regulations for Construction, Chapter XIII of Title 29, Code of Federal Regulations.

4.6.2 Contractor is responsible for safety of the job Site for employees of Contractor as well as for members of the general public and others who may drive or walk through or be at the Site.

4.6.3 Contractor recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to: (i) all individuals at the Site, whether working or visiting; (ii) the Work, including materials and equipment incorporated into the Work and stored On-Site or Off-Site; and (iii) all other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction; and (iv) the owners or tenants of adjacent property and their patrons, employees and invitees.

4.6.4 Contractor assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.

4.6.5 Contractor must provide a "competent person' as required by O.S.H.A regulations. The "competent person" must be identified at the Pre-Construction Conference with City advised in writing of any changes.

4.6.6 The "competent person" must make routine daily inspections of the Site and must hold weekly safety meetings with Contractor's personnel, Subcontractors and others as applicable.

4.6.7 Contractor and Subcontractors must comply with all legal and regulatory requirements relating to safety, as well as any City specific safety requirements set forth in the Contract Documents, provided that such City-specific requirements do not violate any applicable legal and regulatory requirements.

4.6.8 Contractor will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Project Manager and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

4.6.9 Contractor's responsibility for safety under this Section is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.

4.6.10 As between City and Contractor, Contractor is responsible to City for any and all the safety issues relating to the Work on the Project. Contractor must administer and manage the safety program. This will include, but not necessarily be limited to review of the safety programs of each Subcontractor. Contractor must monitor the establishment and execution of compliance with all applicable regulatory and advisory agency construction safety standards. Contractor's responsibility for review, monitoring, and coordination of the Subcontractor's safety programs will not extend to direct control over execution of the Subcontractors' safety programs. Notwithstanding Contractor's safety obligations to City, it is agreed and understood that each individual Subcontractor will remain controlling employer responsible for the safety programs and precautions applicable to its own work and the activities of other's work in areas designated to be controlled by such Subcontractor for purposes of workers compensation insurance coverage.

4.6.11 Nothing in this agreement will relieve Contractor of his responsibility to maintain traffic, structures, etc., as noted on the Plans, Specifications, and Project Specific Conditions. Contractor is responsible to provide all necessary shoring, bracing and trench support as is necessary to maintain traffic structures, etc., as stipulated in the Plans, Specifications, and Special Provisions. If the stability of adjoining building, walls, roadways, etc., is endangered by Contractor's excavation, shoring, bracing, or under pinning must be provided as necessary to ensure project safety. Cost for shoring, bracing, underpinnings, and trench support will be included in the appropriate items listed in the Contract Price, and no additional payment will be made for this work.

4.7 MATERIALS QUALITY, SUBSTITUTIONS, AND SHOP DRAWINGS

4.7.1 Quality Control and Quality Assurance Testing.

4.7.1.1 All construction materials to be used or incorporated in the Project are subject to inspection, Quality Control & Quality Assurance Testing, and approval or rejection by City. Any material rejected by City must be removed immediately and replaced in an acceptable manner to City at no additional cost to City. When QC/QA tests indicate noncompliance with the Contract Documents, retesting must be performed by the same testing laboratory that performed the tests that indicated noncompliance.

4.7.1.2 The Contractor must establish, provide, and maintain an effective Quality Control Testing Program (QCTP). The Contractor must develop his own program or procure the services of a consultant. In either case, the party performing the tests must be currently certified by the National Bureau of Standards in the National Voluntary Laboratory Accreditation Program (NVLAP) for construction services or the AASHTO Accreditation Plan (AAP) for Soils, Asphalt and Concrete. The Contractor must provide all support necessary to perform QC and QA testing and sampling (i.e. shoring for testing trench backfill, backhoes, motor graders, loaders, etc. to facilitate testing and sampling). The City will perform the QA testing.

4.7.1.3 The Contractor must submit a written QCTP to the City as a required submittal. The Contractor must not begin Work until the Quality Control Program has been reviewed and

accepted by the City. Resumes of all personnel that will be associated directly or indirectly with the QCTP must be included.

4.7.1.4 The QCTP must include, but not be limited to, on-site/field and laboratory testing of all material delivered to the Site and any existing materials or conditions pertinent to the project.

4.7.1.5 All testing must be under the direction of a Professional Engineer registered in the State of Arizona, knowledgeable in Materials Testing. All "Test Report" forms must be stamped by said Engineer.

4.7.1.6 The written QCTP will set forth the responsibilities of the engineer, project manager, supervisory personnel and each technician assigned to this project. Substitutions or replacement of personnel must require prior written approval by the City. All personnel must be proficient within their assigned duties and possess certification(s) commensurate with their position and responsibilities. The minimum certification(s) for each technician must be NICET Level II, Arizona Technical Testing Institute, American Concrete Institute, or other nationally recognized program applicable to the project and approved by the City of Chandler. The written QCTP must include a description of the required field and construction materials laboratory tests, including required frequencies that meet the minimums established herein.

4.7.1.7 The Contractor must establish a system to record and report all material test results. The daily test reports must include, but not be limited to:

a. Test designation;
b. Date of test;
c. Name of tester;
d. Location of test/sample (station and offset);
e. Product suppliers and product codes (as applicable);
f. Depth/elevation of test/sample;
g. Test result;
h. Control requirement(s);
i. Cause of rejection (if applicable);
j. Results of retests (if applicable); and
k. Remedial action (if applicable).

4.7.1.8 The Contractor must submit test results to the designated City representative.

4.7.1.9 The Contractor must also submit a weekly report to the City summarizing the testing and construction activities completed by emailing the report to the email addresses noted above. All weekly reports must be submitted simultaneously to the Contractor and the City of Chandler. The report must include individual summary sheets for each utility line, structure, and portion of the pavement section. Cores must be numbered sequentially throughout the Project. Re-cores must reference the original core by number and must contain the averaged values for thickness and density. Total pavement thickness must be reported**.** Vertical location of tests for underground utilities must indicate the depth of the

excavation at the location of the test (i.e., cut to flow line [if applicable], depth to bottom or top of pipe, etc.). Density tests must be numbered sequentially. If the minimum number of tests has not been performed per the written QCTP, this must be stated in the weekly summary report with an explanation of the circumstances.

4.7.1.10 The City will maintain a copy of the Project test results and weekly reports in the Project file. In cases where quality control activities do not comply with the contract provisions, the City may:

a. Order the Contractor to replace ineffective or unqualified quality control personnel.

b. Order the Contractor to stop operations until appropriate corrective action is taken.

4.7.1.11 Although minimum testing requirements are specified herein, the Contractor bears full responsibility for the quality of the materials and their installation and may elect to perform additional testing beyond the requirements set forth herein to ensure compliance.

4.7.1.12 The Quality Control requirements contained in this Section are in addition to and separate from Quality Assurance Testing, which will be performed by the City of Chandler or its representative. If the Quality Assurance test results are not in agreement with the Quality Control test results, the Contractor will have the option to retain a third party consultant for referee tests. The third party consultant must meet the same requirements as the consultant performing the Quality Control Testing. The results of the third party will be binding. All cost incurred by the referee testing will be the Contractor's expense. If the Contractor elects not to retain a third party for referee testing, the City of Chandler test results will prevail.

4.7.1.13 Except as otherwise noted within this Section, Work or materials required by this Section are non- pay items. Per MAG Section 101, a non-pay item is an item of Work for which no separate payment will be made, the cost of which is to be included as an incidental cost for associated item(s) included on the Bid Schedule or Schedule of Values.

4.7.2 Trade Names and Substitutions.

4.7.2.1 Substitutions prior to bid will only be considered if in compliance with Arizona Revised Statute § 34-104.

4.7.2.2 Contractor, if requested by City, must submit Samples or any additional information that may be necessary to evaluate the acceptability of the substitution.

4.7.2.3 City will make the final decision and will notify Contractor in writing as to whether the substitution has been accepted or rejected.

4.7.2.4 If City does not respond within 15 working days, Contractor must continue to perform the Work in accordance with the Contract Documents and the substitution will be considered rejected.

4.7.3 Shop Drawings.

4.7.3.1 Contractor must prepare and submit Shop Drawings which show details of all Work to insure proper installation of the Work using those materials and equipment specified under the approved Plans and Specifications.

4.7.3.2 Contractor must submit a schedule of Shop Drawing submissions, which avoids bulk submissions to the extent reasonably possible, with the Project Schedule for City approval. The schedule of Shop Drawing submissions must include all of the items for which Shop Drawings are required by the Contract Documents, including the Specifications. Unless otherwise noted, Shop Drawings will not be required for items specified or detailed in the Uniform Standard Specifications and Details or the Technical Specifications.

4.7.3.3 Shop Drawings must be numbered consecutively for each Specification section and must accurately and distinctly present the following:

a. All working and erection dimensions.

b. Arrangements and sectional views.

c. Necessary details, including complete information for making connections between work under this Contract and work under other Contracts.

d. Kinds of materials and finishes.

e. Parts list and description thereof.

4.7.3.4 Each Drawing or page must include:

a. Project Name, City of Chandler Project Number and descriptions.

b. Submittal date and space for revision dates.

c. Identification of equipment, product or material.

d. Name of Contractor and Subcontractor.

e. Name of Supplier and Manufacturer.

f. Relation to adjacent structure of material.

g. Physical dimensions clearly identified.

h. ASTM and Federal Specifications references.

i. Identification of and justification for deviations from the Contract Documents.

j. Contractor's stamp, initialed or signed, dated and certifying the review of submittal, certification of field measurements and compliance with Contract.

k. Location at which the equipment or materials are to be installed.

4.7.3.5 Location will mean both physical location and location relative to other connected or attached material. City will return unchecked any submittal, which does not contain complete data on the Work and full information on related matters.

4.7.3.6 Stock or standard drawings will not be accepted for review unless full identification and supplementary information is shown thereon in ink or typewritten form.

4.7.3.7 Contractor must schedule, prepare and submit all Shop Drawings in accordance with a time-table that will allow its suppliers and manufacturers sufficient time to fabricate, manufacture, inspect, test and deliver their respective products to the project Site in a timely manner so as to not delay the complete performance of the Work.

4.7.3.8 If the Shop Drawings show departures from the Contract requirements, Contractor must

make specific mention thereof in the Letter of Transmittal; otherwise review of such submittals by City will not constitute review of the departure. Review of the Drawings will constitute review of the specific subject matter for which the Drawings were submitted and not of any other structure, material, equipment, or apparatus shown on the Drawings.

4.7.3.9 The review of Shop Drawings will be general and will not relieve Contractor of responsibility for the accuracy of such Drawings, nor for the proper fitting and construction of the Work, nor for the furnishing of materials or Work required by the Contract. No construction called for by Shop Drawings will be initiated until such Drawings have been reviewed and approved by City.

4.7.3.10 The procedure in seeking review of the Shop Drawings will be as follows:

a. Contractor must submit complete sets of Shop Drawings and other descriptive data as specified in this Section.

b. After Contractor's submittal or resubmittal of Shop Drawings, if Contractor has submitted Shop Drawings in accordance with the City-approved submittal schedule, or upon resubmission, City will be provided with three (3) calendar weeks for review. Should City require additional review time above and beyond the three (3) calendar weeks, Contractor may ask for a time extension or monetary compensation, if they can present valid, factual evidence that actual damages were incurred by Contractor. City will determine the amount of the time extension or the monetary compensation to be awarded Contractor, if any, in accordance with City's Policy Statement for Calculating Delays and Damages, Appendix 1.

4.7.3.11 Contractor will be responsible for all extra costs incurred by City caused by Contractor's failure to comply with the procedure outline above.

4.7.4 Long Lead Time Items. Contractor must submit Shop Drawings, as required by the Engineer, on all long lead items to be furnished and installed as part of the project within 10 Days after the date of the executed Contract letter issued by City. In addition, Contractor must order all long lead items to be furnished and installed as part of this Project within 3 Days after receiving approved Shop Drawings. For all long lead times for which Shop Drawings are not required, Contractor must order said long lead items within 15 Days after the date of the executed Contract letter issued by City. Within 2 Days after ordering long lead items, Contractor must supply copies of all purchase orders, along with an accurate delivery schedule from the supplier.

4.7.5 Construction Water. If Contractor uses water from City's water system for construction water, Contractor must obtain a fire hydrant meter from City of Chandler Utility Services (480-782-2280) and all construction water must be obtained through the hydrant meter. Contractor must pay all fees related to the hydrant meter and all water bills for construction water. All cost for meters and construction water will be included in the Contract Price.

4.8 PROJECT RECORD DOCUMENTS

4.8.1 During the construction period, Contractor must maintain at the jobsite a full-size set of prints of the Construction Document Drawings and Shop Drawings for Project Record Document purposes.

4.8.2 Contractor must mark these Drawings to indicate the actual installation where the installation

varies from the original Construction Documents. Contractor must give particular attention to information on elements that will be concealed, which would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:

a. Dimensional changes to the Drawings.

b. Revisions to details shown on Drawings.

c. Locations and depths of underground utilities.

d. Revisions to routing of piping and conduits.

e. Actual equipment locations.

f. Changes made by Change Order or Addendum.

g. Details not on original Contract Drawings.

4.8.3 Contractor must mark completely and accurately Project Record Drawing sets of Construction Documents.

4.8.4 Contractor must mark Project Record Drawings sets with red erasable colored pencil.

4.8.5 Contractor must note Request for Information (RFI) Numbers and Change Order numbers, etc., as required to identify the source of the change to the Construction Documents.

4.8.6 Contractor must submit Project Record Drawing sets and Shop Drawings to City or its representative for review and comment.

4.8.7 Upon receipt of the reviewed Project Record Drawings from City, Contractor must correct any deficiencies and omissions to the Drawings and submit the final original of the Project Record Drawings to City prior to Final Payment.

4.8.8 Project Manager will review the Project Record Drawings monthly prior to the date established for the Payment Request and will be the sole judge of acceptance of these Drawings.

4.9 WARRANTY AND CORRECTION OF DEFECTIVE WORK

4.9.1 Contractor warrants to City that the construction, including all materials and equipment furnished as part of the Work, will be new unless otherwise specified in the Contract Documents, of good quality, and free of defects in materials and workmanship. Contractor's warranty obligation excludes defects caused by abuse, alterations, or unreasonable failure to maintain the construction by persons other than Contractor, subcontractors, or others under Contractor's control. Nothing in this warranty will limit any manufacturer's warranty which provides City with greater warranty rights than set forth herein or in the Contract. Contractor will provide City with all manufacturers' warranties and operation and maintenance manuals upon substantial completion of the Work. Contractor's warranty must be for one (1) year, in accordance with MAG Specification § 108.8, 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.

4.9.2 City May Stop the Work. If the Work is defective, or Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, City may order Contractor to stop the Work without cost to City, or any portion thereof, until the cause for such order has been

eliminated; however, this right of City to stop the Work will not give rise to any duty on the part of City to exercise this right for the benefit of Contractor or any other party.

4.9.3 Correction or Removal of Defective Work.

4.9.3.1 If required by City, Contractor must promptly, without cost to City and as specified by City, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by City, remove it from the Site and replace it with non-defective Work. Contractor must correct any Work which may be displaced in correcting, removing or replacing defective Work. No compensation will be allowed Contractor for such removal, replacement or remedial Work. Contractor must reimburse City for costs incurred by City due to such correction or removal including but not limited to additional expenses for inspection, testing or observation and for repeated reviews by the City or Design Professional.

4.9.3.2 Upon failure on the part of the Contractor to comply within a reasonably prompt time with any written order of City to correct or remove defective Work, City has authority to cause nonconforming materials or rejected Work to be remedied, removed, or replaced at the Contractor's expense and to deduct the costs from any moneys due or to become due the Contractor.

4.9.4 City May Correct Defective Work. If Contractor fails within a reasonable time after written notice of City to proceed to correct defective Work or to remove and replace rejected Work as required by City or if Contractor fails to perform the Work in accordance with the Contract Documents (including any requirements of the progress schedule), City may, after 7 Days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, City may exclude Contractor from all or part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site and incorporate in the Work all materials and equipment stored at the Site or for which City has paid Contractor, but which are stored elsewhere. Contractor must allow City, city representatives, agents and employees such access to the Site as may be necessary to enable City to exercise City’s rights under this Section. All direct and indirect costs of City in exercising such rights will be charged against Contractor in an amount verified by City representative, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs will include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of Work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor will not be allowed an extension of the Contract Time because of any delay in Contractor’s performance of the Work attributable to the exercise by City or City's rights hereunder.

4.9.5 Correction or Removal of Unauthorized Work.

4.9.5.1 Any Work done beyond the lines and grades shown on the Drawings or established by the Design Professional or any changes in, additions to, or deductions from the Work done without written authority will be considered as unauthorized and will not be paid for. Work so done may be ordered remedied, removed, or replaced at the Contractor's expense.

4.9.5.2 Upon failure on the part of the Contractor to comply promptly with any order of the City, City will have authority to cause unauthorized Work to be remedied, removed, or replaced

at the Contractor's expense and to deduct the costs from any moneys due or to become due the Contractor.

4.9.6 Correction Period - One Year Guarantee.

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

4.9.6.2 If, in the opinion of the City, defective Work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the City or to prevent interruption of operation of the City, the City will attempt to give the notice required by this Section. If the Contractor cannot be contacted or does not comply with the City's request for correction within a reasonable time as determined by the City, the City may, notwithstanding the provisions of this Section, proceed to make such correction or provide such attention; and the costs of such correction or attention will be charged against the Contractor. Such action by the City will not relieve the Contractor of the guarantees required by this Section or elsewhere in the Contract Documents.

4.9.6.3 This Section does not in any way limit the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer or supplier gives a guarantee for a longer period. The Contractor agrees to act as co-guarantor with such manufacturer or supplier and must furnish the City all appropriate guarantee or warranty certificates upon completion of the Project. No guarantee period, whether provided for in this Section or elsewhere, will in any way limit the liability of Contractor or their sureties or insurers under the indemnity or insurance provisions of these General Conditions and the Project Specific Special Conditions.

4.9.7 Acceptance of Defective Work.

4.9.7.1 If, instead of requiring correction or removal and replacement of defective Work, City may accept Work when in the best interest of the City to do so with appropriate monetary credit from Contractor. If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after final payment, an appropriate amount must be paid by Contractor to City.

4.9.7.2 Alternatively, City may require Contractor to furnish at Contractor's expense, a special performance guarantee or other surety prior to acceptance of defective work.

4.9.8 The Warranty period begins on the Final Acceptance date noted in the Certificate of Completion, irrespective of early completion by some Subcontractors of their work.

4.9.9 Contractor's warranty obligation must be in accordance with MAG Specifications.

4.9.10 Nothing in the warranties contained in the Contract Documents are intended to limit any manufacturer's warranty which provides City with greater warranty rights than set forth in this Section or the Contract Documents. Contractor must provide City with all manufacturers' warranties prior to Substantial Completion, if applicable, or Final Acceptance.

4.9.11 Contractor agrees that it will be responsible to manage and administer the correction of any Work that is not in conformance with the Contract Documents during the warranty periods set forth in this Section, or during any longer periods to the extent required by the Contract Documents. A progress payment, or partial or entire use or occupancy of the Project by City, will not constitute acceptance of Work not in accordance with the Contract Documents.

4.9.12 When notified of a warranty issue, Contractor must respond in writing within 48-hours and must perform warranty Work as soon as material for said repairs are available (as judged solely by City), and in any event Contractor must, take immediate steps to commence and complete correction of nonconforming Work no later than the time period set forth in City's written notification in accordance with the Contract Documents. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If defects develop which are determined by City to be an emergency, City will notify Contractor, via the most expeditious means regarding the nature and condition of the defects. In turn, Contractor must immediately dispatch necessary forces to correct the defect or the emergency condition in accordance with Contract Documents.

4.9.13 The time periods referenced in this Section apply only to Contractor's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies that City may have regarding Contractor's other obligations under the Contract Documents.

4.9.14 Without limiting the foregoing or anything in these General Conditions or the Contract to the contrary, Contractor must obtain and provide to City all warranties for any portion of the Project offered by the manufacturer, installer or provider thereof. City and the user of the facility will have the right to the full value and benefit of all such warranties. Contractor must ensure all such warranties are fully transferrable to facilitate the full value of this Section.

4.9.15 Contractor's warranty excludes damages or defects caused by abuse, alterations to the Work not executed by or through Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

4.9.16 In the event of any noncompliance with this entire Section 4, City may require Contractor to stop or suspend the Work in whole or in part.

SECTION 5 - CITY RESPONSIBILITIES

5.1 CITY PROJECT MANAGER AND INSPECTORS

5.1.1 Project Manager is responsible for providing City-supplied information and approvals in a timely manner to assist Contractor to fulfill its obligations under the Contract Documents.

5.1.2 Project Manager will also provide Contractor with prompt notice when it observes any failure on the part of Contractor to fulfill its contractual obligations, including any default or defect in the Project or non-conformance with the Drawings and Specifications.

5.1.3 City may utilize Field Inspectors to assist Project Manager during construction in observing performance of Contractor. City's use of Inspectors is for the purpose of assisting Project Manager.

5.1.4 The Inspectors are authorized to inspect all Work and materials furnished. Such inspections may extend to all or part of the Work and to preparation, fabrication or manufacture of the materials to be used. The Inspectors have the authority to issue instructions contrary to the Construction Documents if approved and coordinated with the directions of Project Manager.

5.1.5 The Inspectors have the authority to reject work or materials until any questions at issue can be decided by Project Manager.

5.1.6 The use of Inspectors by City will not make City responsible for or give City control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs or responsibility for Contractor's failure to perform the Work in accordance with Contract Documents. The Inspectors are not authorized to direct any of Contractor's activities, employees or Subcontractors.

5.2 **DESIGN PROFESSIONAL SERVICES**

City may contract separately with one or more Design Professionals to provide construction administration of the Project. The Design Professional's Contract, as well as other firms hired by City may be furnished to Contractor. Contractor does not have the right to limit or restrict or reject any Contract modifications that are mutually acceptable to City and Design Professional.

5.3 **CITY'S SEPARATE CONTRACTORS**

City is responsible for all work performed on the Project or at the Site by separate contractors retained by City. City will contractually require its separate contractors to reasonably cooperate with, and reasonably coordinate their activities so as not to interfere with Contractor in order to enable Contractor to timely complete the Work consistent with the Contract Documents. Contractor must immediately notify the Project manager, and address the matter in the next monthly status report, if any activities of such separate contractors are expected to interfere, or are interfering, with Contractor and such interference will or could result in any delay in Contractor's performance of the Work.

5.4 **PERMIT REVIEW AND INSPECTIONS**

5.4.1 If requested by Contractor, Project Manager will provide assistance and guidance in obtaining necessary reviews, permits and inspections.

5.4.2 The regulating agencies of City, such as Development and Sustainability, Fire and Planning Departments, enforce legal requirements. The enforcement activities of City are independent and separate from this Agreement.

5.5 **PLANS AND SPECIFICATIONS TO THE CONTRACTOR**.

Contractor will be provided up to five copies of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request,

at the cost of reproduction.

SECTION 6 - CONTRACT TIME

6.1 CONTRACT TIME

6.1.1 The Contract Time will start with the Notice to Proceed ("NTP") and end with Final Acceptance.

6.1.2 Beginning on the date of the NTP, Contractor must begin to fulfill Contractor's obligations under the Contract. Contractor's obligations include providing City and other agencies with any submittals required by the Project Specific Special Provisions, including but not limited to, an approved Project Schedule, Traffic Control Plans, and a Stormwater Pollution Prevention Plan. Contractor must submit all such required submittals before any physical construction work commences on the Site. NTP does not authorize construction work until all contract insurance, bonds, and schedules are submitted to and accepted by the City.

6.1.3 The Contract Time will be as set forth in the Project Schedule. Contractor agrees that it will commence performance of the Work and complete the Project through both Substantial Completion and Final Acceptance within the Contract Time.

6.1.4 Time is of the essence of this Contract, for the Project, for the Work, and for each phase and designated Milestone thereof.

6.1.5 Failure of Contractor to perform any covenant or condition contained in the Contract Documents within the time periods specified herein, will constitute a material breach of this Contract entitling City to terminate the Contract unless Contractor applies for and receives an extension of time, in accordance with the procedures set forth in the Contract Documents.

6.1.6 Failure of City to insist upon the performance of any covenant or condition within the time periods specified herein, will not constitute a waiver of Contractor's duty to perform every other covenant or condition within the designated periods, unless a specific waiver is granted in writing for each such covenant or condition.

6.1.7 City's agreement to waive a specific time provision or to extend the time for performance will not constitute a waiver of any other time provisions contained in the Contract Documents. Failure of Contractor to complete performance promptly within the additional time authorized in the waiver or extension of time agreement constitutes a material breach of this Contract entitling City to all the remedies set forth herein or provided by law.

6.2 PROJECT SCHEDULE

6.2.1 The Project Schedule must be in Microsoft Project standard file format, must be updated and maintained throughout the Contract Time, and must contain the following:

6.2.1.1 Detailed representation of all activities for the project, both on-site construction and major procurement. All significant activities together with the resource loading requirements for each and all items appearing on the schedule of values or bid schedule for progress payments must be shown on the Project Schedule or in attached transmittal letter as described in Section 6.2.8.

6.2.1.2 Dependencies between activities must be indicated so that it may establish as to the effect the progress of any one activity would have on other activities and on the Schedule.

6.2.1.3 Activities for submission, review, and approval of all required submittals.

6.2.1.4 An amount of time will be established prior to the final completion date for "punch list and cleanup". No other activities will be scheduled during this period. Punch list and cleanup must be shown on the Project Schedule and must be entirely completed prior to the expiration of the Contract Time.

6.2.2 Within 10 Days of receipt of City's comments, Contractor must make all required corrections, adjustments, and additions to complete the Project Schedule and resubmit to City for review. City's review of and response to the Project Schedule is for the purpose of: (1) City planning and staffing for the Project as may be required from time to time; (2) ensuring Contractor's general conformance with the scheduling requirements of the Contract Documents and completion of the Project within the Contract Time; and (3) monitoring and evaluating the construction status for purposes of approving monthly progress payments. Acceptance of a submitted schedule by City should in no way be construed as an affirmation or admission that the schedule is reasonable or workable by Contractor. The responsibility for completing the Work on the Project within the Contract Time remains the obligation of Contractor. City's review does not relieve Contractor from compliance with the requirements of the Contract Documents or be construed as relieving Contractor of its complete and exclusive control over the means, methods, sequences and techniques for executing the work.

6.2.3 The Project Schedule must show milestones, including milestones for City-furnished information, and must include activities for City-furnished material and construction by other contractors when those activities are interrelated with Contractor activities.

6.2.4 The Project Schedule must be revised as required by conditions and progress of the Work, but such revisions do not relieve Contractor of its obligations to complete the Work within the Contract Time, as adjusted in accordance with the Contract Documents. No modification to the Contract Documents or the Contract Time will be effective unless approved in advance by City.

6.2.5 For all items of materials and equipment that are critical or may require long lead times to acquire, the Project Schedule must show dates for submission, review and approval of submittals, ordering, and delivery.

6.2.6 An updated Project Schedule must be submitted monthly to City as part of the Payment Request. The monthly submittal must include one full size plot of the entire schedule and one electronic copy containing the schedule in Microsoft Project standard file format. In addition, Contractor must, upon request by City, provide a copy of all submitted schedule data in electronic format which must be clearly labeled with the Project description, scheduling program name and version number, and schedule print/data date.

6.2.7 Contractor must provide City with a monthly status report with each Project Schedule detailing the progress of the Work, including: (i) if the Work is proceeding according to schedule, (ii) any discrepancies, conflicts, or ambiguities found to exist in the Contract Documents that require resolution, and (iii) other information detailing items that require resolution so as not to jeopardize the ability to complete the Work in the Contract Time.

6.2.8 With each Project Schedule submittal, Contractor must include a transmittal letter including the following:

a. Description of problem tasks, referenced to field instructions or requests for information (RFI's), as appropriate.

b. Current and anticipated delays including:

(i) Cause of the delay.

(ii) Corrective action and schedule adjustments to correct the delay.

(iii) Known or potential impacts and their delay on other activities, milestones, and their impact on the Substantial Completion and Final Acceptance dates.

(iv) Changes in construction sequence.

c. Pending items and status thereof including but not limited to:

(i) Time Extension requests;

(ii) Substantial Completion date status;

(iii) Final Acceptance date status.

d. If ahead of schedule, the number of calendar Days ahead.

e. If behind schedule, the number of calendar Days behind.

f. Other Project or scheduling concerns.

6.2.9 Critical Path Method (CPM).

6.2.9.1 Unless otherwise specified in the Contract, the Project Schedule must include a Critical Path Method (CPM) diagram schedule showing the sequence of activities, the interdependence of each activity and identifies the Critical Path.

6.2.9.2 The CPM diagram schedule must be in calendar Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float Times for all activities except critical activities. The CPM diagram must be presented in a time scaled graphical format for the Project as a whole.

6.2.9.3 The CPM diagram schedule must indicate all relationships between activities.

6.2.9.4 The activities making the Project Schedule must contain sufficient detail to assure that adequate planning has been done for proper execution of the Work and such that it provides an appropriate basis for monitoring and evaluation the progress of the Work. Individual activities must not exceed 30 Days in length, in most cases.

6.2.9.5 The CPM diagram schedule must be based upon activities, which coincide with the Schedule of Values.

6.2.9.6 The CPM diagram schedule must show all submittals associated with each work activity and the review time for each submittal.

6.2.10 Float Time.

6.2.10.1 The total Float Time within the overall schedule is for the exclusive use of City, but City may approve Contractor's use of Float as needed to meet contract Milestones and

the Project completion date.

6.2.10.2 Contractor will not be allowed to sequence, hide, or reallocate Float Time through such strategies, as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing, tec. No time extensions will be granted nor delay damages paid until a delay occurs which extends the Work beyond the Contract Time.

6.2.11 City-Caused Delays. City-caused delays on the Project, if any, may be offset by City-caused time savings (i.e., Critical Path submittals returned in less time than allowed by the Contract, approval of substitution requests and credit changes which result in savings of time to Contractor, etc.) In such an event, Contractor will not be entitled to receive a time extension or delay damages until all City-caused time savings are exceeded and the Contract Time is also exceeded.

6.2.12 Rain-Related Delays. Contractor is required, in preparing the Project Schedule to take into account all relevant weather conditions, including normal rainfall and distribution. No additional compensation will be given for any rain-related delays or impacts on the Work or the Project Schedule. No time extension will be granted in the Project Schedule unless the rainfall during the construction of Work is unusually severe, was not reasonably anticipated, and the total rainfall was significantly in excess of the normal rainfall for the Project Site location. Normal rainfall for the Project will be determined from the 10-year average rainfall for the Site as measured by the National Oceanic and Atmospheric Administration or comparable source of reliable information for rainfall in Chandler, Arizona. In addition, the excessive rainfall must have actually impacted Work activities on the Critical Path and caused delay beyond any remaining Float at the time of the rain- caused delay. The burden of documenting normal rainfall, the excessive rainfall and the impact on Critical Path activities is on Contractor. All other provisions in the Contract Documents relating to claims, including without limitation notice requirements, apply to any claim by Contractor for a rain delay.

6.2.13 City's "Policy Statement for Calculating Delays and Damages," Appendix 1 to these General Conditions, will apply to all claims of delay and delay damages.

6.2.14 Force Majeure. If Contractor is delayed or prevented from the performance of any Work required under this Contract by reason of acts of God or other causes beyond the control and without fault of Contractor (financial inability excepted), performance of that Work will be excused, but only for the period of the delay. The time for performance of the Work will be extended for a period equivalent to the period of delay.

6.3 SUBSTANTIAL COMPLETION

6.3.1 When Contractor considers that the Work, phase or a portion thereof, which City agrees in writing to accept separately, is substantially complete, City will prepare and submit to Contractor a comprehensive Punch List of items to be completed or corrected prior to Final Acceptance and Final Payment. Failure to include an item on such Punch List does not alter the responsibility of Contractor to complete all Work in accordance with the Contract Documents.

6.3.2 Upon receipt of Contractor's Punch List, Project Manager will make an inspection to determine whether the Work or designated portion thereof is substantially complete. Project Manager may, at Project Manager's sole option, be assisted in such inspection by

the Design Professional for the Project. If the inspection by the Project Manager discloses any item, whether or not included on Contractor's Punch List, which is not sufficiently completed in accordance with the Contract Documents so that City can occupy or utilize the Work, phase or designated portion thereof for its intended use, Contractor must, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by Project Manager. In such case, Contractor must then submit a request for another inspection by Project Manager to determine Substantial Completion.

6.3.3 Certificate of Substantial Completion.

6.3.3.1 The Project Manager will not issue a Certificate of Substantial Completion unless and until the Work (or separable units or Phases as provided in the Contract Documents) is essentially and satisfactorily complete in accordance with the Contract Documents, such that the Project is ready for use by City for its intended purpose, opening to the general public, full occupancy or use by City (including, without limitation, all separate units, or rooms, facilities, access, income-generating areas, and all areas serving the general public, as applicable, must be ready for full-operation without material inconvenience or discomfort), including, to the extent applicable to the Work, the following: all materials, equipment, systems, controls, features, facilities, accessories and similar elements are installed in the proper manner and in operating condition, inspected and approved; surfaces have been painted; masonry and concrete cleaned with any sealer or other finish applied; utilities and systems connected and functioning; site work complete; permanent heating, ventilation, air condition, vertical transportation and other systems properly operating with proper controls; lighting and electrical systems installed, operable and controlled; paving completed, signage installed, and other Work as applicable, has been performed to a similar state of essential and satisfactory completion. A minor amount of Work, as determined by and at the discretion of the Project Manager, such as installation of minor accessories or items, a minor amount of painting, minor replacement of defective work, minor adjustment of controls or sound systems, or completion or correction of minor exterior work that cannot be completed as a result of weather conditions, will not delay determination of Substantial Completion. If prior written approval is obtained from City for purposes of Substantial Completion, specified areas of the entire Work or Project may be individually certified as Substantially Complete. In no event will Substantial Completion be deemed to have occurred unless and until: (i) a temporary certificate of occupancy has been issued by the appropriate Governmental Authorities (as applicable) and (ii) all terms and Work required under this Agreement have been fulfilled by Contractor and same will have also been approved and accepted by City, subject only to the Punch List items.

6.3.3.2 If requested by City, Contractor must complete and turn-over to City the Project on a phased basis. Each phase will have a separate inspection by the Project Manager, a Punch List generated, and then an inspection by City with final approval and acceptance only after the Project Manager's Punch List.

6.4 **PARTIAL UTILIZATION**

6.4.1 City at City's option may use and occupy any substantially completed parts of the Work which has specifically been identified in the Contract Documents, or which City, the Design Professional and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by City for its intended purpose, without significant interference with Contractor's performance of the remainder of the Work, provided, however, if the

portion of the Work to be used or occupied has not been found to be substantially complete, City must do so in accordance with Section 6.3 prior to such occupancy.

6.4.2 In lieu of the issuance of a Certificate of Substantial Completion as to part of the Work, City may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately usable; provided that prior to any such takeover, City and Contractor agree in writing as to the division of responsibilities between City and Contractor for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.

6.4.3 Substantial Completion of or City's beneficial occupancy of a part of the Project will not alter the fact that the one-year warranty for the whole Project starts at the date of Final Completion of the whole Project.

6.5 **FINAL ACCEPTANCE**

6.5.1 Unless otherwise expressly agreed to in writing by City, Final Acceptance must be obtained by no later than 30 Days (60 Days for federally funded contracts) after the date of Substantial Completion. Failure to timely obtain Final Acceptance will be a material breach of the Contract.

6.5.2 Upon receipt of written notice that the Work is ready for final inspection and acceptance, City and Contractor will jointly inspect to verify that the remaining items of Work have been completed. There will be no partial acceptance. Final Acceptance will not occur until all items of Work, including Punch List Items, have been completed to City's satisfaction as reflected in the written Final Acceptance.

6.5.3 Final Payment will not be due, owing, or paid by City until Final Acceptance is issued.

6.5.4 Landscape Establishment Period. Unless otherwise expressly agreed to in writing by City, the Landscape Establishment Period will begin on the date of Final Acceptance of the Project and will run 90 Calendar Days thereafter. Landscape Establishment Period requirements are detailed in General Conditions Appendices, attached herein.

6.6 **CONTINUATION OF WORK**

6.6.1 Permitting Contractor to continue and finish the Work or any part of it after the time fixed for its completion (whether milestone, phase, Substantial Completion or Final Acceptance) or after the date to which the time fixed for any completion may have been extended, does not operate as a waiver by City of any rights under the Contract Documents, law or equity.

6.6.2 Furthermore, the timely completion of the Work being of the utmost importance under this Contract, notwithstanding the existence of one or more disputes between the parties concerning the scope of the Work, the Project Schedule, Contract Time, payments or any other matter, and further notwithstanding a party's invocation of the Dispute Resolution provisions specified in Appendix 6 of these General Conditions, unless City suspends the Contract or Contractor's performance pursuant to Section 10 of these General Conditions, Contractor will continue to prosecute the Work, including any Change Order work or Extra Work Orders, in a diligent and timely manner and not stop, slow down or impede by action or inaction the progress of the Work, including commencing performance of and thereafter completing any additional work called out in any Change Order or Extra Work Order issued by Project Manager with the approval of City, so long as City makes

payment to Contractor in accordance with Section 8 of these General Conditions.

SECTION 7 - CONTRACT PRICE

7.1 UNIT PRICE CONTRACTS

7.1.1 The Contract Price for all Unit Price Contracts will be the amount set forth in the Contract or Change Order multiplied by the verified quantity provided.

7.1.2 Measurements of quantities to determine the total Contract Price must be in accordance with MAG Specification §§ 109.1 and 109.2.

7.1.3 The Unit Price may only be changed as set forth in Section 9 below.

7.2 CHANGE ORDERS

7.2.1 Unit Price Change Orders. The Change Order Price for all Unit Price Change Orders will be the amount set forth in the Change Order multiplied by the verified quantity provided.

7.2.2 Measurements of quantities to determine the total Change Order Price must be in accordance with MAG Specifications §§ 109.1 and 109.2.

7.2.3 The Unit Price may only be changed as set forth in Section 9 below.

7.2.4 MAG Specification § 109.4.1 is modified as follows: Before § 109.4.1, the following is added: Any deduction or increase in the Contract Price must be supported by a signed, written Change Order fully executed by City, and supported by such backup as the Project Manager may require. No adjustments in any Unit Prices will be allowed. Sections 109.4.1(A) and (B) and 109.4.2(A) are deleted in their entirety.

7.3 SALES TAX

Contractor is required to pay all applicable sales tax in accordance with the law of the state of Arizona and this cost must be included in all Contract Prices. When equipment, materials or supplies generally taxable to Contractor are eligible for a tax exemption due to the nature of the Project, Contractor must assist City in applying for and obtaining such tax credits and exemptions which will be paid or credited to City.

SECTION 8 - PAYMENT

8.1 PAYMENT FOR CONSTRUCTION SERVICES

8.1.1 Payment for the Work will be made in accordance with MAG Standard Specification § 109 as amended below.

8.1.2 Contractor must submit to City for review a completed Contractor Payment Request signed by Contractor, covering the Work completed as of the date of the Request and accompanied by such supporting documentation as is required by the Contract Documents and also as City may reasonably require. A Contractor Payment Request will not be considered complete unless it is accompanied by an updated Project Schedule and a certification that the on-site, red lined, as built Drawings are up to date. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably, securely stored at the Site or at another location (such as a bonded warehouse) agreed to in writing, the Contractor Payment Request must also be accompanied by such data,

satisfactory to City, as will establish City's title to the material and equipment and protect City's interest therein, including applicable insurance. Each subsequent Contractor Payment Request must include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied to discharge in full all of Contractor's obligations reflected in prior Contractor Payment Requests.

8.1.3 The Contracting Agency will retain 10 percent of all estimates as a guarantee for complete performance of the Contract in accordance with Arizona Revised Statutes Section 34-221 or 34-607, unless the Contractor elects to deposit securities in accordance with Arizona Revised Statutes Section 34-221, Paragraph C.5. or 34-607, Paragraph B.5.

8.1.4 The payment process functions as follows: Prior to the payment cycle date, Contractor must send a draft Contractor Payment Request to Project Manager. The Project Team will review the Request and agree upon any necessary adjustments. Contractor must certify the final Request by signing and returning to Project Manager.

8.1.5 When construction of the Project is fifty percent (50%) completed, Contractor may request payment of one-half of the retention pursuant to A.R.S. § 34-609(B)(3), subject to all of City's rights to withhold or offset payments, and other rights of City, under the Contract.

8.1.6 City reserves the right under A.R.S. § 34-609(B)(3) to reinstate the ten percent (10%) retention if City determines that satisfactory progress is not being made.

8.1.7 Contractor's Warranty of Title.

8.1.7.1 Contractor warrants and guarantees that title to all Work, materials and equipment covered by any Contractor Payment Request, whether incorporated in the Project or not, will pass to City at the time of payment, free and clear of all liens, claims, security interests, and encumbrances, provided that this will not preclude the Contractor from installing metering devices or other equipment of utility companies or municipalities, the title of which is commonly retained by the utility company or municipality.

8.1.7.2 No materials, supplies, or equipment for the Work under this Contract will be purchased subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest therein, or any part thereof, is retained by the seller or supplier.

8.1.7.3 Nothing contained in this Section will defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection, or any right under any law permitting such persons to look to funds due the Contractor in the hands of the City. The provisions of this Section must be inserted in all subcontracts and material contracts, and notices of its provision must be given to all persons furnishing materials for the Work when no formal contract is entered into for such materials.

8.2 PAYMENT UPON SUBSTANTIAL COMPLETION

8.2.1 No payment will be made upon Substantial Completion, except for a regularly-scheduled monthly progress payment, as allowed by Section 8.2.2.

8.2.2 No further payments will be made to Contractor until Final Acceptance.

8.3 FINAL PAYMENT

8.3.1 Subject to all of City's rights to withhold or offset payment, and other rights under the

Contract, Final Payment including remaining retainage will be paid only after:

a. Work has been fully completed (including completion of all incorrect or incomplete work items) and the written Final Acceptance has been issued by City;

b. Necessary operating manuals, any excess materials and supplies necessary for matching materials and supplies incorporated into the Work, acceptable sewer video results (if applicable), and complete "as-built" Drawings (including the Building Information Model, if required by the Contract Documents) have been delivered to City, as specified in this Section 8.3;

c. Full and unconditional lien waivers and releases by Contractor and any person performing labor or supplying material, machinery, fixtures, or tools for the Work have been delivered to Contractor;

d. All conditions and requirements imposed by City or any financing entity for the corresponding disbursement have been met; and

e. Contractor delivers to City a Contractor Payment Request requesting Final Payment.

8.3.2 Contractor must also submit a signed copy of Contractor's Affidavit Regarding Settlement of Claims, Appendix 3 to these General Conditions, and Certificate of Completion, Appendix 7 to these General Conditions, prior to Final Payment.

8.3.3 In addition, if required under the Project Specific Special Provisions, Contractor must compile a complete equipment list and maintenance manual to be submitted to City as a precondition to Final Payment. The list must include the following items for all equipment supplied under the Plumbing, Electrical, Air Conditioning, Elevator, and other Special Equipment Specifications:

a. Name, Model and Manufacturer.

b. Complete parts lists and Drawings.

c. Local source of supply for replacement parts along with suppliers' telephone numbers.

d. Local service organizations serving the equipment and their telephone numbers.

e. All tags, inspection slips, instruction packages, etc., removed from equipment must be properly identified as to pieces of equipment from which they were taken.

8.3.4 Contractor must also deliver to City, prior to Final Payment, one (1) digital (in the format specified by City), and if requested by City, one (1) hard copy, of any applicable Maintenance manuals. Each manual must include all manufacturer's operation and maintenance instructions and "as-built" Drawings with the list herein specified. It must also include all other diagrams and instructions necessary to properly operate and maintain the equipment, the name, address and telephone number of Contractor and all Subcontractors involved.

8.4 CITY'S RIGHT TO WITHHOLD PAYMENT

City may withhold payment to such extent as may be necessary in City's opinion to protect City from loss for which Contractor is responsible, including, without limitation, if any of the following conditions exist:

a. Defective Work not remedied;

b. Third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to City is provided by Contractor;

c. Failure of Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

d. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;

e. Damage to City or another Contractor;

f. Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

g. Failure to carry out the Work in accordance with the Contract Documents; or

h. Contractor is in default of any of its other obligations under the Contract Documents.

8.5 **JOINT/DIRECT CHECKS**

To promote the timely completion and progress of the Work or when appropriate and necessary, payments to Contractor may be made jointly to Contractor and its employees, agents, Subcontractors and suppliers, or any of them. For federally funded contracts, see federal provisions for additional requirements for the joint check process.

8.6 **PAYMENT NOT A WAIVER**

No payment (nor use or occupancy of the Project by City) will be deemed acceptance or approval of the Work or as a waiver of any claims, rights, or remedies of City.

8.7 **LIENS AND BOND CLAIMS**

Contractor must make all payments, in the time required, of all labor and materials furnished to Contractor in the course of the Work and must promptly furnish evidence of such payments as City may require. Contractor must pay when due all claims arising out of performance of the Work covered by this Contract for which a lien may be filed either against the real estate or leasehold interest of City, or against payments due from City to Contractor, or for which a claim may be made against any payment or performance bond or both. To the fullest extent permitted by law, Contractor agrees that no liens or other claims in the nature of a lien against the real estate, leasehold, or other interest of City, against payment due from City to Contractor, or against any payment or performance bond, must be filed or made in connection with the Work by any party who has supplied professional services, labor, materials, machinery, fixtures, tools, or equipment used in or in connection with the performance of this Contract, and Contractor agrees to remove or to cause to be removed any such liens or claims in the nature of a lien or bond claim within 10 Days upon receiving notice or obtaining actual knowledge of the existence of such liens or claim. In addition, Contractor agrees to defend, indemnify, and hold harmless City from and against any and all such liens and claims. This paragraph does not apply to claims and liens of Contractor due to non-payment for work performed.

8.8 **FINANCIAL RECORDKEEPING AND CITY'S AUDIT RIGHT**

8.8.1 Records for all Contracts between City and Contractor must, upon reasonable notice, be open to inspection and subject to audit, scanning, and reproduction during normal business working hours. Such audits may be performed by any City's representative or any outside representative engaged by City for the purpose of examining such records. City or its designee may conduct such audits or inspections throughout the term of this Contract and for a period of five years after Final Payment or longer if required by law. City's representatives may (without limitation) conduct verifications such as counting employees at the Site, witnessing the distribution of payroll, verifying information and amounts through interviews and written confirmations with Contractor employees, field and agency labor, Subcontractors, and vendors.

8.8.2 Contractor's "records" must include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in City's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. Such records must include (hard copy, as well as computer readable data if it can be made available), written policies and procedures; time sheets; payroll registers; payroll records; cancelled payroll checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, negotiation notes, etc.); original bid estimates; estimating work sheets; correspondence; Change Order files (including documentation covering negotiated settlements); back-charge logs and supporting documentation; invoices and related payment documentation; general ledger, information detailing cash and trade discounts earned, insurance rebates and dividends; and any other Contractor records which may have a bearing on matters of interest to City or the Project in connection with Contractor's dealings with City or the Project (all foregoing hereinafter referred to as "records") to the extent necessary to adequately permit evaluation and verification of any or all of the following:

a. Compliance with Contract requirements for deliverables;

b. Compliance with approved Plans and Specifications;

c. Compliance with § 14.9 below;

d. Compliance with Contract provisions regarding the pricing of Change Orders;

e. Accuracy of Contractor representations regarding the pricing of invoices; or

f. Accuracy of Contractor representations related to claims submitted by Contractor or any of their employees.

8.8.3 Contractor must require all payees (examples of payees include Subcontractors, Suppliers, Insurance Carriers, etc.) to comply with the provisions of this Section by including the requirements hereof in a written Contract Agreement between Contractor and payee. Contractor will ensure that all payees (including those entering into lump sum contracts) have the same right to audit provisions contained in this contract included in their contracts with Contractor.

8.8.4 City's authorized representative(s) (including, without limitation, Project Manager) must have reasonable access to Contractor's facilities, must be allowed to interview all current or former

employees to discuss matters pertinent to the performance of this contract and must be provided adequate and appropriate work space, in order to conduct audits in compliance with this Section.

8.8.5 If an audit inspection or examination in accordance with this Section, discloses overpricing or overcharges to City (of any nature) by Contractor or Contractor's Subcontractors in excess of $100,000 in addition to making adjustments for the overcharges, the reasonable actual cost of City's audit must be reimbursed to City by Contractor. Any adjustments or payments which must be made as a result of any such audit or inspection of Contractor's invoices or records must be made within a reasonable amount of time (not to exceed 90 Days) from presentation of City's findings to Contractor.

8.8.6 In addition to the normal paperwork documentation Contractor typically furnishes to City, Contractor agrees to furnish, upon written request from City, any of the documentation necessary for City to exercise its audit rights under this Section 8.8 in computer readable file formats (Word, Excel, or .pdf), as City may designate.

8.8.7 City, its authorized representative, and the appropriate agency, reserve the right to audit Contractor's records in compliance with local, state or federal policies, statutes or at City's discretion, within three (3) years of Final Acceptance of the Work.

SECTION 9 - CHANGES TO THE CONTRACT

9.1 **FIELD ORDERS**

City may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Times, which are consistent with the overall intent of the Contract Documents. These may be accomplished by a written Field Order on the standard form approved and executed by City. Such Field Orders must be binding and Contractor must perform the change promptly. If Contractor believes that a Field Order justifies an increase in the Contract Price or Contract Time, Contractor may make a claim therefor as provided in Section 7.2.

9.2 **EXTRA WORK/CHANGES IN THE WORK**

9.2.1 City reserves the right to make such changes in the Plans and Specifications for the Work, as it may deem appropriate and any such change as set forth in a written Change Order must be deemed a part of this Contract as if originally incorporated herein.

9.2.2 In the event City and Contractor cannot agree on the terms of a Change Order, or when circumstances otherwise require, the Project Manager has the authority to direct the Contractor to perform extra work, if the work in question is an item not provided for in the Contract as awarded. The Project Manager will have the authority to determine, based upon factual evidence presented by the Contractor, whether the work in question is an item not provided for in the Contract as awarded. If the Project Manager directs the Contractor to perform extra work, the Project Manager's instructions will include a price that the Contractor cannot exceed in charging the City for the extra work. Upon receipt of the Project Manager's directions to perform extra work, the Contractor must promptly proceed with the extra work and document the actual cost thereof. Contractor's right to payment for extra work will be determined under Subsection 9.2.4 below. The Contractor is responsible to manage the extra work to ensure that the price limits set by the Project Manager are not exceeded. Contractor must perform the extra work and submit

documentation for the actual cost of the extra work to the City. A Change Order will be issued to cover this work.

9.2.3 Contractor will not be entitled to payment for extra work unless a written Change Order, in form and content prescribed by City, has been executed by City. On all requests for Change Orders, Contractor must specify the increased or decreased costs and whether it believes any extensions of time will be necessary to complete its Work as modified by the Change Order. If extra work is performed under Subsection 9.2.2 above, a corresponding Change Order will be prepared, approved and processed by City before payment can be made to Contractor.

9.2.4 In general, pricing for Change Orders will include the same mark-up percentages that were in effect when the Contract was awarded. The cost or credit to the City resulting from a change in the Work is subject to Appendix 1 (Policy Statement for Calculating Delays and Damages) and will be determined, based on the type of pricing for the Contract involved, as follows:

a. By mutual acceptance of a lump sum properly itemized in a form acceptable to City;

b. By unit prices stated in the Contract Documents;

c. When the City determines that a Unit Price Book Job Order associated with a Job Order Contract requires a Change Order, by using the same Total Cost Data and CCI that are in effect when the Change Order is anticipated to be issued; or

d. By actual cost and a percentage fee covering overhead and profit, as follows:

(i) Contractor will perform the extra work and be compensated for actual cost of labor, materials and equipment.

(ii) Contractor will have the right to add the fee percentage applicable to the Work under the Contract, or if no such fee has been agreed to by the parties, not more than five percent (5%) to the Subcontractor's prices for authorized extra work performed solely by Subcontractors. Such percentage will include all of Contractor's charges for overhead, profit, administration and supervision.

(iii) Contractor or Subcontractor will have the right to add the fee percentage applicable to Work under the Contract for self-performed extra work, or if no such fee has been agreed to by the parties, Contractor's or Subcontractor's maximum total allowable additions for overhead, profit, administration and supervision will not exceed ten percent (10%) of actual verifiable labor, materials and equipment for such self- performed extra work.

9.2.5 Any agreement which modifies the terms of the Contract (including Change Orders) will be approved in writing by the Project Manager. Once properly executed by both parties, these modifications to the Contract will have the same effect as if they had been included in the original Contract.

9.3 **ACCURACY OF CHANGE ORDER PRICING INFORMATION**

9.3.1 Subject to Sections 9.3.2 through 9.3.4, signature by the contracting parties constitutes full

accord and satisfaction between City and Contractor for all costs, damages, and expenses of whatever kind of nature, including delay, impact or acceleration damages, which may be occasioned by a Change Order of other modification of the Contract agreed to in writing.

9.3.2 Accurate Change Order Pricing Information: Contractor agrees that it is responsible for submitting accurate cost and pricing data to City to support its Fixed Price, Unit Price, or Cost Plus Change Order Proposals or other Contract Price adjustments under the Contract. Contractor further agrees to submit Change Order proposals with cost and pricing data which is accurate, complete, current, and in accordance with the terms of the Contract with respect to pricing of change orders. Contractor agrees that any "buy-out savings" on Change Orders will accrue 100% to Owner. "Buy-out savings" are defined as any savings negotiated by the Contractor with a Subcontractor or a Material Supplier after receiving approval of a Change Order amount that was designated to be paid to a specific Subcontractor or Supplier for the Approved Change Order work.

9.3.3 Right to Verify Change Order Pricing Information: Contractor agrees that City, through its designated representative, will have the right to examine, copy, and scan the records of the Contractor, Subcontractor or Sub-Subcontractor's records (during the Contract period and up to three years after final payment is made on the Contract) to verify the accuracy and appropriateness of the pricing data used to price all Change Order proposals or claims. Contractor agrees that if City determines the cost and pricing data submitted (whether approved or not) was inaccurate, incomplete, not current, or not in compliance with the terms of the Contract regarding pricing of Change Orders, an appropriate Contract Price adjustment will be made. Such post-approval Contact Price adjustments will apply to all levels of contractors and Subcontractors and to all types of Change Order proposals, specifically including Fixed Price, Unit Price, and Cost Plus Change Orders.

9.3.4 Requirements for Detailed Change Order Pricing Information: Contractor agrees to provide a detailed breakdown of allowable labor and labor burden cost (i.e., base wage rate of applicable classifications of workers, payroll taxes, and insurance and benefits costs). This information will be used to evaluate the potential cost of labor and labor burden related to Change Order work. It is intended that this information represent an accurate estimate of the Contractor's actual labor and labor burden cost components. Information is not intended to establish fixed billing or Change Order pricing labor rates. However, at the time Change Orders are priced, the submitted cost data for labor rates may be used to price Change Order work. The accuracy of any such agreed upon labor rate cost components used to price Change Orders will be subject to later audit. Approved Change Order amounts may be adjusted later to correct the impact of inaccurate labor cost components if the agreed upon labor cost components are determined to be inaccurate.

9.4 **EMERGENCIES**

In any emergency affecting the safety of persons or property, Contractor will act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price or Contract Time resulting from emergency work will be determined as provided in this Section.

9.5 **DIFFERING SITE CONDITIONS**

9.5.1 If Differing Site Conditions are encountered at the Project Site, then notice by the observing party must be given to the other party promptly before conditions are disturbed (to the extent practicable) and in no event later than 14 Days after first observance of the conditions.

City will promptly investigate such conditions and, if City determines that Differing Site Conditions exist and they materially cause an increase in the cost of, or time required for, performance of any part of the Work, Contractor will be entitled to equitable adjustment in the Contract Price or Construction Schedule (and other time requirements), or both. If it is determined by City that the conditions at the Project Site are not Differing Site Conditions and no change is justified, then City will so notify Contractor in writing, stating the reasons. Claims in opposition to such determination must be made within 14 Days after City has given notice of its decision. If City and Contractor cannot agree on an adjustment in the Contract Price or Construction Schedule (and other time requirements), the adjustment may be submitted to dispute resolution as provided these General Conditions.

9.6 **CHANGES IN LAWS, REGULATIONS, OR LEGAL REQUIREMENTS OR TAXES**

In the event of a material change in applicable Laws, Regulations, or Legal Requirements, or taxes subsequent to the date of the Contract by the parties, Contractor may be entitled to a Change Order, in City's discretion, to the extent Contractor can document to the satisfaction of City that such change significantly increases Contractor's actual cost of performance of the Work.

SECTION 10 -SUSPENSION AND TERMINATION

10.1 **SUSPENSION**

City may suspend the Contract and Contractor's performance in accordance with MAG Specifications § 105.1 and 108.7.

10.2 **TERMINATION BY THE CITY FOR CAUSE**

10.2.1 MAG Specifications § 108.11 applies to the Contract.

10.2.2 City may also terminate the Contract if City determines, in its sole discretion that Contractor has:

a. After prior written notice, refused or failed to supply enough properly skilled workers or proper materials;

b. After prior written notice, failed to make payment to Subcontractors for materials or labor in accordance with the respective agreements between Contractor and the Subcontractors;

c. After prior written notice, disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;

d. After prior written notice, repeatedly failed to comply with written directives from City;

e. Is adjudged as bankrupt or insolvent;

f. Made a general assignment for the benefit of creditors;

g. Appointed a trustee or receiver for itself or any of its property;

h. Filed a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws; or

i. Otherwise breached a provision of the Contract Documents or any other contract between City and Contractor.

10.2.3 When any of the above reasons exist, City may terminate the Contract, without prejudice to

any other rights or remedies of City, after giving Contractor and Contractors' surety, if any, 7 Days written notice of City's intent to terminate the Contract and Contractor's failure to cure any such reasons. Upon such termination, City may: (1) take possession of the Site and of all materials thereon owned by Contractor; or (2) finish the Work by whatever reasonable method City may deem expedient. When City terminates the Contract for one of the reasons state above, Contractor will not be entitled to receive further payment until the Work is finished. If the unpaid balance of the Contract Price existing at the time of such termination exceeds the costs and expenses of finishing the Work and any other damages incurred by City, such excess will be paid to Contractor. If such costs, expenses and damages exceed such unpaid balance, Contractor must pay the difference to City. This obligation for payment will survive termination of the Contract.

10.3 **TERMINATION BY CITY FOR CONVENIENCE**

City may also terminate the Contract at any time for its convenience upon 7 Days written notice to Contractor specifying the termination date. In the event of termination which is not the fault, in whole or in part, of Contractor, City will pay to Contractor only such compensation, including reimbursable expenses, due for Work properly performed on the Project prior to the termination date. Upon any termination of the Contract, no further payments will be due from City to Contractor.

10.4 **A.R.S. § 38-511**

The Contract is subject to, and may be terminated by City in accordance with, the provisions of A.R.S. § 38-511.

SECTION 11 -INSURANCE AND BONDS

11.1 **INSURANCE REQUIREMENTS**

11.1.1 After Contract award, the Contractor must furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement may not be deemed to apply to required Worker's Compensation coverage.

11.1.2 The Contractor and any of its Subcontractors must procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, the insurances set forth below.

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

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

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

11.1.6 Use of Subcontractors: If any Work is subcontracted in any way, the Contractor must execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Contract. The Contractor is responsible for executing the Contract with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

11.2 **MINIMUM SCOPE AND LIMITS OF INSURANCE**

11.2.1 The Contractor must provide coverage with limits of liability not less than those stated below.

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

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

11.2.1.3 Workers Compensation and Employers Liability Insurance. Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of Work under this Contract and must also maintain Employers' Liability insurance of not less than $1,000,000 for each accident and $1,000,000 disease for each employee.

11.2.1.4 Builders' Risk/Installation Floater Insurance. The Contractor bears all responsibility for loss to all equipment or Work under construction. Unless waived in writing by the City the Contractor will purchase and maintain in force Builders' Risk/Installation Floater insurance on the entire Work until completed and accepted by the City. This insurance will be Special Causes of Loss policy form, (minimally including perils of fire, flood, lightning, explosion, windstorm and hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, and collapse), completed value, replacement cost policy form equal to the contract price and all subsequent modifications. The Contractor's Builders' Risk/Installation Floater insurance must be primary and not contributory.

a. Builders' Risk/Installation Floater insurance must cover the entire Work including reasonable compensation for architects and engineers' services and expenses and other "soft costs" made necessary by an insured loss. Builders' Risk/Installation Floater insurance must provide coverage from the time any covered property comes under the Contractor's control and or responsibility, and continue without interruption during course of construction, renovation and or installation, including any time during which any Project property or equipment is in transit, off Site, or while on Site for future use or installation. Insured property must include, but not be limited to, scaffolding, false work, and temporary buildings at the Site. This

insurance must also cover the cost of removing debris, including demolition as may be legally required by operation of any law, ordinance, regulation or code.

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

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

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

e. The Builders Risk/Installation Floater insurance must include as named insureds, the City, the Contractor, and all tiers of Subcontractors and others with an insurable interest in the Work who will be named as additional insureds unless they are able to provide the same level of coverage with the City and Contractor named as additional insureds. Certificates must contain a provision that the insurance will not be canceled or materially altered without at least 30 Days advance notice to the City. The City must also be named as a Loss Payee under the Builders' Risk/Installation Floater coverage.

f. The Builders Risk/Installation Floater insurance must be written using the Special Causes of Loss policy form, replacement cost basis.

g. All rights of subrogation under the Builders Risk/Installation Floater insurance are, by this Contract/Agreement, waived against the City, its officers, officials, agents and employees.

h. The Contractor is responsible for payment of all deductibles under the Builders' Risk/Installation Floater insurance policy.

11.2.1.5 Pollution Liability Insurance (Including Errors and Omissions). For Job Orders, Pollution Liability Insurance is only required if applicable and determined on a project specific basis. Contractor must maintain Pollution Liability Insurance with a limit of not less than $5,000,000 per loss, $5,000,000 aggregate for losses caused by pollution conditions including coverage for bodily injury, property damage, defense costs, clean-up costs, and completed operations that arise from the operations of Contractor as described in this Contract.

a. The policy must provide for complete professional service coverage, including coverage for pollution liability that is a result of a breach of professional duties.

b. The policy must provide for protection again claims for third-party bodily injury, property damage, or environmental damage caused for pollution conditions resulting from general contracting activities for which Contractor is legally liable.

c. The policy must provide for cleanup costs when mandated by governmental entities, when required by law, or as a result of third-party claims.

d. Completed Operations Coverage must be kept in place for up to the statute of repose.

e. The policy must be endorsed to include the following additional insured language: "City, its elected officials, trustees, employees, agents, and volunteers must be named as additional insureds with respect to liability arising out of the activities performed by, or on behalf of Contractor".

f. If Work under this Contract requires the transportation of any hazardous material or regulated substances, Contractor must carry Auto Liability with a CA 9948 endorsement or equivalent.

g. If Work under this Contract requires the disposal of any hazardous materials from the job site, Contractor must obtain a certificate of insurance for Pollution Legal Liability from the disposal site operator with a limit of not less than $5,000,000 per loss, $5,000,000 aggregate.

11.3 **ADDITIONAL POLICY PROVISIONS REQUIRED**

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

11.3.2 The Contractor's insurance must contain broad form contractual liability coverage.

11.3.3 The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees will be in excess of the coverage provided by the Contractor and must not contribute to it.

11.3.4 The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

11.3.5 Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Contract.

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

11.3.7 The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Contract for a minimum period of 3 years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Contract insurance requirements, including naming the required Additional Insureds set forth herein.

11.3.8 If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Contract.

11.3.9 Insurance Cancellation During Contract Term.

11.3.9.1 If any of the required policies expire during the life of this Contract, the Contractor must forward renewal or replacement Certificates to the City within 10 Days after the renewal date containing all the required insurance provisions.

11.3.9.2 Each insurance policy required by the insurance provisions of this Contract must provide the required coverage and must not be suspended, voided or canceled except after 30 Days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then 10 Days prior notice may be given. Such notice must be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the require notice, the Contractor or its insurance broker must notify the City of any cancellation, suspension, non-renewal of any insurance within 7 Days of receipt of insurers' notification to that effect.

11.3.10 City as Additional Insured. The above-referenced policies are to contain, or be endorsed to contain, the following provisions:

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

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

11.4 BONDS AND OTHER PERFORMANCE SECURITY

11.4.1 After Contract award, Contractor must provide a Performance Bond and a Payment Bond, each in an amount equal to the full amount of the Contract Price.

11.4.2 Each such bond must be executed by a surety company or companies holding a Certificate of Authority to transact surety business in the State of Arizona, issued by the Director of the Arizona Department of Insurance and must be named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. A copy of the Certificate of Authority must accompany the bonds. The Certificate must have been issued or updated within two (2) years prior to the execution of this Agreement. The bonds must 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, as by law required.

11.4.3 The bonds must be made payable and be acceptable to City. The bond forms for the performance and payment bonds must be in the forms required under A.R.S. § 34-221, *et.*

Seq., as in Appendices 4 and 5 of these General Conditions.

11.4.4 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract Documents, Contractor must promptly furnish a copy of the bonds or must permit a copy to be made.

11.4.5 All bonds submitted for this Project must be provided by a company which has been rated AM Best rating of A- or better for the prior four quarters by the latest edition of the 'Results Best's Key Rating Guide (Property/Casualty)" published by the A.M. Best Company.

11.4.6 Personal or individual bonds are not acceptable.

11.4.7 If the surety on any Bond furnished by Contractor is declared a bankrupt or becomes insolvent, or Contractor's right to do business is terminated in any state where any part of the Project is located, or it ceases to meet the requirements of this Section 11.4, Contractor must within 5 Days thereafter substitute another Bond and surety, both of which must be acceptable to City.

SECTION 12 - INDEMNIFICATION

12.1 To the extent permitted by law, the Contractor and its owners, officers, directors, agents, employees, and subconsultants (collectively "Indemnitor") must indemnify, save, and hold harmless the City and its officers, officials, agents, and employees (collectively "Indemnitee") from any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation, and litigation) (collectively "Claims") caused or alleged to be caused, in whole or in part, by the negligent, reckless, wrongful, or willful acts, errors, or omissions of Indemnitor in connection with this Agreement. This indemnity includes any Claim or amount arising out of or recovered under workers' compensation laws or on account of Indemnitor's failure to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. Indemnitor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent, reckless, wrongful, or willful acts, errors, or omissions. Indemnitor is responsible for primary loss investigation, defense, and judgment costs where this indemnification applies. In consideration of the award of this Agreement, Indemnitor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. Indemnitor's obligations under this provision survive the termination or expiration of this Agreement.

SECTION 13 -DISPUTE RESOLUTION

13.1 All disputes arising out of or relating to the Contract, the Work or the Project, other than termination under Section 10, will be resolved pursuant to the Dispute Resolution process set forth in Appendix 6 of these General Conditions, and not pursuant to MAG Specifications § 110.

13.2 Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations under the Contract until such dispute is resolved.

13.3 Notwithstanding any other provision in this Contract, City has the right to immediately file in court and pursue an action for a temporary restraining order and injunctive relief against Contractor if City determines that such action is necessary to protect its interests under the Contract, to obtain specific performance of any provision of the Contract, to advance the

completion of the Project, or to protect health, welfare and safety.

SECTION 14 - MISCELLANEOUS PROVISIONS

14.1 CONTRACT DOCUMENTS

14.1.1 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Times for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards.

14.1.2 It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result must be provided by Contractor whether or not specifically called for at no additional cost to City.

14.1.3 The Contract Documents establish the rights and obligations of the parties and include the Contract, Addenda (which pertain to the Contract Documents), Contractor's Bid or Proposal (including documentation accompanying the Bid and any post-Bid documentation submitted prior to Contract award) when attached as an exhibit to the Contract, the accepted Project Schedule, the Notice to Proceed, the Performance Bond, the Payment Bond, Project Design, Engineering and Specifications, these General Conditions, the Project Specific Special Provisions, Technical Specifications, Contract Drawings, as the same may be more specifically identified in the Contract, Change Orders, Work Change Directives, Field Orders and the written interpretations and clarifications of the Design Professional or City representative and Modifications issued after execution of the Contract. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

14.1.4 In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents will take precedence as follows from highest to lowest: Change Orders, Addenda, Contract, Project Specific Special Provisions, General Conditions, Technical Specifications, Drawings/Plans, Chandler Amendments to MAG Standard Specifications and Chandler Standard Details, and MAG Uniform Standard Specifications and Details for Public Works Construction. If applicable to this Contract, Federal Provisions prevail.

14.1.5 On the Drawings, given dimensions will take precedence over scaled measurements and large scale drawings over small-scale drawings.

14.1.6 Clarifications and interpretations of the Contract Documents will be issued by the Design Professional through the City.

14.1.7 The headings used in this Agreement or any other Contract Documents, are for ease of reference only and must not in any way be construed to limit or alter the meaning of any provision.

14.1.8 The Contract Documents form the entire agreement between City and Contractor. No

oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

14.1.9 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party in the form of a Change Order.

14.1.10 Re-Use of Documents. Neither Contractor nor any Subcontractor, manufacturer, fabricator, supplier or distributor will have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of the Design Professional; and they must not re-use any of them on extensions of the Project or any other project without written consent of City and the Design Professional and specific written verification or adaptation by the Design Professional.

14.2 **REFERENCE STANDARDS**

14.2.1 Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, will mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

14.2.2 The provisions of any such standard, specification, manual or code, or any instruction of a Supplier will not change the duties or responsibilities of City, Contractor, Design Professional or Project Manager, or any of their Subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor will any such provision or instruction assign to City, Contractor, Design Professional, or any of their agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

14.3 **COMPLIANCE WITH ARIZONA LAW AND FEDERAL LAW**

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

14.3.2 A breach of the Contractor Immigration Warranty constitutes a material breach of this Contract and subject to penalties up to and including termination of this Contract.

14.3.3 The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in the conduct of any such inspections.

14.3.4 The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verifications.

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

14.4 **HAZARDOUS ENVIRONMENTAL CONDITIONS**

14.4.1 Contractor will not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Document to be within the scope of the Work. Contractor will be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

14.4.2 If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition. Contractor must immediately:

a. Secure or otherwise isolate such condition;

b. Stop all Work in connection with such condition and in any area affected thereby; and

c. Notify City and promptly thereafter confirm such notice in writing.

14.4.3 City will promptly retain a qualified expert to evaluate such condition or take corrective action, if any.

14.4.4 Contractor will be responsible for any and all civil or criminal penalties, fines, damages, or other charges imposed by any regulatory agency or court for sewage discharges that are in violation of applicable statutes and laws and that are a result, direct or indirect, of work performed under this Contract. Contractor will also be responsible for reimbursement to City for administration, reporting, and tracking expenses required as a result of any spill event. In the event the regulatory agency or court imposes a probationary period, Contractor must post bond for the probationary period to ensure that all such costs are reimbursed to City. This responsibility will apply whether penalties are imposed directly on Contractor or any of its Subcontractors, or the City of Chandler. Contractor must defend and indemnify City against such penalties. Regulatory agencies may include, but are not limited to, the Arizona Department of Environmental Quality (ADEQ) and the United States Environmental Protection Agency (USEPA).

14.5 **COOPERATION AND FURTHER DOCUMENTATION**

Contractor agrees to provide City such other duly executed documents as may be reasonably requested by City to implement the intent of the Contract Documents.

14.6 **ASSIGNMENT**

Neither Contractor nor City will, without the written consent of the other assign, transfer or sublet any portion of this Agreement or part of the Work or the obligations required by the Contract Documents, any such assignment will be void, will transfer no rights to the purported assignee, and would be a material breach of the Contract.

14.7 **SUCCESSORS**

Contractor and City intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

14.8 **LAWFUL PRESENCE**

Pursuant to A.R.S. §§ 1-501 and 1-502, City is prohibited from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

14.9 **NO BOYCOTT OF ISRAEL CERTIFICATION**

By Contractor's signature on this Contract, Contractor certifies under A.R.S. § 35-393.01 that Contractor is not currently engaged in and for the duration of this Contract will not engage in a boycott of Israel.

14.10 **NO THIRD PARTY BENEFICIARY**

Nothing under the Contract Documents will be construed to give any rights or benefits in the Contract Documents to anyone other than City and Contractor, and all duties and responsibilities undertaken pursuant to the Contract Documents will be for the sole and exclusive benefit of City and Contractor and not for the benefit of any other party, unless otherwise expressly set forth in the Contract Documents.

14.11 **GOVERNING LAW AND VENUE**

The Agreement and all Contract Documents will be deemed to be 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. Any court action to enforce any provision of the Contract or to obtain any remedy with respect hereto must 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.

14.12 **SEVERABILITY**

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

14.13 **LEGAL REQUIREMENTS**

At all times relevant to its entry into this Contract and performance of the Services and the Work, Contractor must fully comply with all Laws, Regulations, or Legal Requirements applicable to City, the Project, and the Contract, including, without limitation, those set forth on Exhibit C of the Contract.

14.14 **PARTIAL INVALIDITY**

If any provision of the Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

14.15 **ATTORNEYS' FEES**

Should either party to the Contract bring an action to enforce any provision of the Contract, the prevailing party will be entitled to recover reasonable attorneys' fees and costs in

connection therewith.

14.16 **CONFLICT OF INTEREST**

14.16.1 Contractor agrees to disclose any financial or economic interest with the Project property, or any property affected by the Project, existing prior to the execution of the Contract. Further, Contractor agrees to disclose any financial or economic interest with the Project property, or any property affected by the Project, if Contractor gains such interest during the course of this Contract. If Contractor gains financial or economic interest in the Project during the course of this Contract, this may be grounds for terminating this Contract. Any decision to terminate the Contract must be at the sole discretion of City.

14.16.2 Contractor will not engage the services on this Contract of any present 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.

14.16.3 Contractor agrees that it will not perform services on this Project for a contractor, subcontractor, or any supplier, not covered under this Contract.

14.17 **INDEPENDENT CONTRACTOR**

Contractor is and must be an independent contractor. Any provisions in the Contract Documents that may appear to give City the right to direct Contractor as to the details of accomplishing the Work or to exercise a measure of control over the Work means that Contractor must follow the wishes of City as the results of the Work only. These results must comply with all applicable laws and ordinances.

14.18 **NOTICE OF INJURY**

Should City or Contractor suffer injury or damage to their person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim must be made in writing to the other party within 7 Days of the first observance of such injury or damage.

14.19 **CONFIDENTIALITY**

Contractor, for the benefit of City, hereby agrees it will not release or cause or permit to be released to the public any press notices, publicity (oral or written) or advertising promotion relating to, any statement regarding, or any other public announcement or disclosure or cause or permit to be publicly announced or disclosed, in any manner whatsoever, the specific terms and conditions of this Agreement or any comment relating to the Project or the Site. Notwithstanding the foregoing, Contractor will be entitled to disclose the terms of the Agreement to the extent required by law or in the course of enforcing or defending a claim or action hereunder. Contractor must give City reasonably prompt notice of any disclosure or statement made pursuant to this provision.

14.20 **DATA CONFIDENTIALITY**

14.20.1 As used in the Contract, “data” means all information, whether written or verbal, including plans, specifications, renderings, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the City in the performance of this Contract.

14.20.2 Contractor agrees that all data, regardless of form, including originals, images, and

reproductions, prepared by, obtained by, or transmitted to City in connection with the Contractor's performance of this Contract is confidential and proprietary information belonging to City.

14.20.3 Except as specifically provided in this Contract, Contractor or its Subcontractors must not divulge data to any third party without prior written consent of City. Contractor or its Subcontractors must not use data for any purposes except to perform Work required under this Contract. These prohibitions will not apply to the following data provided Contractor has first given the required notice to City:

a. Data which was known to Contractor or its Subcontractors prior to its performance under this Contract unless such data was acquired in connection with Work performed for City;

b. Data which was acquired by Contractor or its Subcontractors in its performance under this Contract and which was disclosed to Contractor or its Subcontractors by a third party, who to the best of Contractor's or its Subcontractor's knowledge and belief, had the legal right to make such disclosure and Contractor or its Subcontractors are not otherwise required to hold such data in confidence; or

c. Data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its Subcontractors are subject.

14.20.4 In the event the Contractor or its Subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its Subcontractors became privy as a result of any other contract with City, the Contractor must first notify City as set forth in this Section of the request or demand for the data. The Contractor or its Subcontractors must give City sufficient facts so that City can be given an opportunity to first give its consent or take such action that City may deem appropriate to protect such data or other information from disclosure.

14.20.5 Unless prohibited by law, within 10 Days after completion of services for a third party on real or personal property owned or leased by City, the Contractor must promptly deliver, as set forth in this Section, a copy of all data to City. All data will continue to be subject to the confidentiality agreements of this Contract.

14.20.6 Contractor or its Subcontractors assume all liability for maintaining the confidentiality of the data in its possession and agree to compensate City if any of the provisions of this Section are violated by Contractor, its employees, agents, or Subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section will be deemed to cause irreparable harm that justified injunctive relief in court. Contractor agrees that the requirements of this Section will be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Contract without notice.

14.21 **SURVIVAL**

All warranties, representations and indemnifications by Contractor must survive the completion or termination of this Agreement.

14.22 **COVENANTS AGAINST CONTINGENT FEES**

Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage,

brokerage, or contingent fee, and that no member of City Council, or any employee of City has any interest, financially, or otherwise, in the firm. For breach or violation of this warrant, City will have the right to annul the Contract without liability or at its discretion to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

14.23 **NO WAIVER**

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

14.24 **NONEXCLUSIVE REMEDIES**

The remedies set forth in this Contract are cumulative and not exclusive, and failure to exercise any remedy (including, without limitation, any right to terminate) will not preclude any party from exercising any other right in seeking any other remedy available to it at law or in equity.

14.25 **PROJECT COMMUNICATIONS**

14.25.1 All communications concerning the performance of the Work or the Project will be provided to the designated Project Manager and Contractor's Representative set forth in Article 1 of the Contract. City may change the designated Project Manager and, subject to Section 4.4.20 of these General Conditions, Contractor may change Contractor Representative, by written notice to the other.

14.25.2 Project communications may be exchanged by e-mail, but email communications cannot change the terms of the Contract or the Scope of Work, or effectuate any change that requires a written Change Order.

14.25.3 When any provisions of the Contract Documents requires Contractor or the Design Professional to give written notice to City, it will be deemed to have been validly given if delivered in person or if delivered at or sent by registered or certified mail, postage prepaid, to the Parties indicated in Contract Article 1, incorporated by reference.

14.25.4 When any provisions of the Contract Documents requires City, Project Manager, or the Design Professional to give written notice to Contractor, it will be deemed to have been validly given if delivered in person to the person designated in the Contract Documents as Contractor's Resident Superintendent, or if delivered at or sent by registered or certified mail, postage prepaid, to Contractor at the last address in the Contract Documents or such substitute address which Contractor designates in writing, or to the business address known to the giver of notice.

14.26 **DRUG FREE WORKPLACE PROGRAM**

14.26.1 City has adopted a policy establishing a drug free workplace for itself and as a requirement for Contractors doing business with City, to ensure the safety and health of employees working on City projects.

14.26.2 Contractor must require a drug free workplace for all employees working under the Contract. Specifically, all employees of Contractor who are working under a Contract with City must be notified, in writing, by Contractor that they are prohibited from the

manufacture, distribution, dispensation, possession or unlawful use of a controlled substance in the workplace.

14.27 Failure to require a drug free workplace in accordance with the City's policy may result in termination of the Contract and possible debarment form bidding on future City projects.

SECTION 15 - PROVISIONS APPLICABLE SOLELY TO GMP AND COST-BASED CONTRACTS, CHANGE ORDERS, AND JOB ORDERS

15.1 **ADDITIONAL DEFINITIONS**

The definitions set forth in Section 2 apply to GMP and Cost-Based Contracts, Change Orders, and Job Orders, together with the additional definitions set forth below.

Baseline Cost Model –
A breakdown and estimate of the scope of the Project developed by CM@Risk pursuant to Section 17.5 of these General Conditions.

CM@Risk or Construction Manager at Risk –
The person or firm selected by City to provide pre-construction and/or construction services as detailed in a Construction Manager at Risk Contract with City. In these General Conditions, the term "Contractor" includes CM@Risk under both Pre-Construction and Construction Services Contracts.

CM@Risk Fee or Contractor's Fee –
An agreed to percentage in an accepted GMP that represents the Contractor's fee for performance of the Work.

Contract Documents –
Where compensation under the Contract is based upon a GMP accepted by City, the term "Contract Documents" also includes the accepted GMP Proposal.

Contract Price –
Where compensation under the Contract based upon a GMP accepted by City, the term "Contract Price" refers to the GMP.

Cost-Based Contract, Change Order, or Job Order –
A Contract, Change Order, or Job Order where the Contract Price is based upon the actual cost of performing the Work, subject to the terms of the Contract Documents, including this Section 15. These would include those generally referred to as "Cost of the Work plus a Fee with a GMP," "Time and Materials," or "Cost Plus a Fee."

Cost of the Work –
The direct costs necessarily incurred by Contractor in the proper, timely, and complete performance on the Work. The Cost of the Work will include only those costs set forth in Section 15.2 of these General Conditions.

Deliverables –
The work products prepared by Contractor in performing the scope of work described in the Contract. Some of the major deliverables to be prepared and provided by Contractor during pre-construction may include but are not limited to: the Baseline Cost Model and Schedule that validate City's plan and budget, Construction Management Plan, Detailed Project Schedule, Schedule of Values, alternative system evaluations, procurement strategies and plans, Detailed Cost Estimates, construction market surveys, cash flow projections, GMP Proposals, Subcontractor procurement plan, Subcontractor agreements, Subcontractor bid packages, Supplier agreements, Constructability Review, Cost Control

Log, Traffic control and phasing plans and others as indicated in this Contract or required by the Project Team.

Pre-Construction Services Contract –
The Contract entered into between City and the CM@Risk for Pre-Construction Services to be provided by the CM@Risk, including, without limitation, the generation of a GMP Proposal. If the GMP Proposal is accepted by City and a Construction Contract is entered into between City and CM@Risk, the duties, obligations and warranties of the CM@Risk under the Pre-Construction Services Contract survive and are incorporated into the resulting Construction Contract.

Pre-Construction Services –
The services to be provided under the Pre-Construction Services Contract, including Section 17 of these General Conditions.

Detailed Project Schedule –
The Detailed Project Schedule developed by the CM@Risk for the review and approval of the Project Manager in accordance with Section 17.3 of these General Conditions, if applicable.

General Conditions Costs –
Those costs set forth in Section 4 of Appendix 9 to these General Conditions.

GMP Plans and Specifications –
The plan and specifications upon which the Guaranteed Maximum price Proposal is based.

GMP Proposal –
The proposal of Contractor submitted pursuant to Section 17.7 of these General Conditions for the entire Work and/or portion (phases) of the Work.

Guaranteed Maximum Price or GMP –
The Guaranteed Maximum Price set forth in the Contract, Change Order, or Job Order if applicable.

15.2 **CONTRACT PRICE**

15.2.1 The Contract Price for all Contracts, Change Orders, and Job Orders based upon payment of the Cost of the Work plus a Fee with a GMP, time and materials, or cost-plus a fee will be the Cost of the Work incurred plus the Fee agreed to in writing by City, limited to the amount of the GMP, if agreed to. Unless otherwise expressly provided in the Contract, Change Order, or Job Order, all Cost Based pricing will be subject to and limited to GMP.

15.2.2 The Contract Price may only be changed as set forth in Section 9 above.

15.2.3 Only costs specifically designated as reimbursable costs are eligible for payment by City or may be charged against the Contract Price. All other costs will not be paid by City and will not be chargeable against the Contract Price.

15.2.4 Cost-Based Contracts. For Contracts, Change Orders, or Job Orders, reimbursable costs must be determined pursuant to Appendix 9 to these General Conditions, Cost of the Work, and not by MAG Specifications §109.5.

15.3 **ALLOWANCES**

15.3.1 Contractor must include in the Contract Price all Allowances stated in the Contract

Documents and agreed to in writing by City. Items covered by these Allowances must be supplied for such amounts and by such persons as City may direct, provided Contractor will not be required to employ persons against whom Contractor makes a reasonable objection. Materials, labor, and equipment under an Allowance will be selected by City in accordance with a schedule to be mutually agreed upon by City, Design Professional and Contractor or otherwise in reasonably sufficient time to avoid delay in the Work.

15.3.2 Unless otherwise provided in the Contract Documents:

15.3.2.1 These Allowances must cover the cost to Contractor, less any applicable trade discount, of the materials, labor, and equipment required by the Allowances, delivered at the Site, and all applicable taxes;

15.3.2.2 Contractor's costs for unloading and handling on the Site, labor, installation costs, overhead, profit and other expenses relating to materials, labor, and equipment required by the Allowance must be included in the Contract Sum and not in the Allowance; and

15.3.2.3 Whenever the cost is more or less than the Allowance, the Contract Sum must be adjusted accordingly by Change Order, the amount of which will recognize the difference between actual costs for an Allowance item and the amount of the Allowance item and changes, if any, in handling costs on the Site, labor, installation costs, overhead, profit and other expenses.

15.4 **CONTINGENCY**

An agreed to amount in the GMP that may only be used in accordance with the terms set forth in these General Conditions and with prior written approval by the City.

15.4.1 Construction Contingency. This GMP includes a dollar amount listed as a Construction Contingency which will be readily available for increased costs for subcontractors, material, and equipment subject to prior approval of City, which approval will not be withheld unreasonably. The Construction Contingency may also be used, at the discretion of City, to reimburse CM@Risk for unexpected costs due to (a) scope gaps between trade subcontractors; (b) contract default by trade subcontractors; (c) unforeseen field conditions, but only as defined in Section 9.5 above; (d) work completed to meet the intent of the design, but which was not indicated on the plans; (e) costs overruns not covered by allowances; (f) costs of corrective work not provided for elsewhere; and (g) implementation of any Recovery Plan. Cost for which CM@Risk desires to be paid from the Construction Contingency must be documented by CM@Risk on a time and materials basis and are subject to verification by City. If agreed to by City, a "Use of Contingency" form will be executed by both parties authorizing the actual cost of the work to be paid and included in the Work Item Direct Costs. The Construction Contingency is not allocated to any particular item of the Project but may be used for any portion of the work as determined above. Any amount not used in the Construction Contingency will belong to City and will reduce the GMP.

15.4.2 Owner's Contingency. This GMP also includes a dollar amount listed as an Owner's Contingency which may be used only by the City (owner department) for upgrades and changes in scope or other changes not already included within the intent of the Project Program. City will provide CM@Risk with a Work Change Directive authorizing CM@Risk to perform the additional work and to transfer funds from the Owner's Contingency to the Work Item Direct Costs category to be paid with such direct costs. These additional costs will be in an amount mutually agreed upon by CM@Risk and City or will be documented by

CM@Risk on a time and materials basis and are subject to verification by City. Any amount not used in the Owner's Contingency will belong to the City and will reduce the GMP.

15.5 **REDUCTION IN RETENTION**

If the Contract Price is based upon a GMP, in order to receive payment of one-half of the retention as set forth in Section 8.1.5 above, Contractor must also submit to the Project Manager a complete accounting of the Actual Reimbursable Cost of the Work to date, including all such documentation (including, without limitation, invoices, subcontract, subcontractor change orders, purchase orders, records of payment, etc.) as City may require, to establish whether the payments made to Contractor equal, exceed, or are less than the actual reimbursable Cost of the Work to date. Any excess payments by City, as determined by the Project Manager, will be deducted from the one-half retention payment to be made to Contractor, and any additional excess amounts paid to Contractor will be refunded by Contractor to City. The Project Manager's determinations as to Actual Reimbursable Cost of the Work will be the basis of payment until final Project Closeout and Final Payment under the Contract.

15.6 **FINAL PAYMENT**

If the Contract Price is based upon a GMP, as a further condition precedent to Final Payment by City, Contractor must submit to the Project Manager a complete final accounting of the Actual Reimbursable Cost of the Work, including all such documentation (including, without limitation, invoices, subcontracts, subcontractor change orders, purchase orders, records of payment, etc.) as City may require, to establish whether the payments made to Contractor equal, exceed, or are less than the Actual Reimbursable Cost of the Work to date. Any excess payments by City, as determined by the Project Manager, will be deducted from the one-half retention payment to be made to Contractor, and any additional excess amounts paid to Contractor will be refunded by Contractor to City. Disputes relating to the Final Cost of the Work will be subject to City's audit rights under Sections 8.8 above and 15.7 below, and the dispute resolution process under Section 13 above.

15.7 **OPEN BOOK**

On any GMP-based or Cost-Based Contract, Job Order, or Change Order, City may attend any and all meetings or discussions pertaining to the Project, including bid openings, and must have access to all books, invoices, accounts, memoranda, correspondence, and written communications or records of any kind pertaining to the Project, including without limitation, those stored in electronic format.

15.8 **DIFFERING SITE CONDITIONS AND/OR CHANGE IN LAWS**

A Change Order for increased costs under Section 9.5 or 9.6 above will only be considered or granted by City to the extent such actual, documented costs are justified.

SECTION 16 - PROVISIONS APPLICABLE SOLELY TO JOB ORDER CONTRACTS (JOC)

16.1 **ADDITIONAL DEFINITIONS**

The definitions set forth in Sections 2 and below will apply to all Job Order Contracts and Job Orders. In addition, the definitions set forth in Section 15.1 above will apply to all Cost-Based Job Orders.

Contract –
Includes the Job Order Master Agreement and Job Order Project Agreements issued and agreed to by City and JOC Contractor.

JOC Contractor's Coefficient –
A numerical factor that represents JOC Contractor total costs (indirect and direct costs, sales tax, profit, etc.) and other adjustments for market conditions.

Job Order Request for Proposal (RFP) –
The Request for Proposals issued by City for each Job Order Project Agreement relating to a specific Project.

Job Order Cost Proposal –
The Proposal submitted by JOC Contractor in response to a Job Order Request for Proposal (RFP) issued by City to develop a Job Order Project Agreement for a specific Project.

Guaranteed Maximum Price (GMP) Job Order –
Job Order under which JOC Contractor is compensated for actual costs incurred.

Job Order Project Agreement (Job Order) –
The agreement for a specific project, as it may be modified by all Change Orders, executed by the Parties, which incorporates the terms and conditions of the Job Order Master Agreement.

16.2 **ORDERING AND PROCESSING PROCEDURES FOR JOB ORDERS**

16.2.1 The process for developing and issuing a Job Order for a particular Project consists of three (3) procedures: (1) issuance of a RFP by City; (2) JOC Contractor's response to the RFP in the form of JOC Contractor's Job Order Cost Proposal; and (3) Issuance of a Job Order by City, as set for below.

16.2.2 RFP's For Job Orders

16.2.2.1 City will provide to JOC Contractor RFP with a Scope of Work (SOW) describing the Work to be performed, which may include special instructions and conditions, material submittal requirements, and, if applicable, a complete set of sketches, construction drawings and specifications for the Job Order.

16.2.2.2 Some Job Order RFP's will be issued by City without detailed sketches, drawing and specifications and will rely on JOC Contractor to produce them for City review and approval and is considered to be Pre-Construction and incidental design services included in JOC Contractor's overhead for GMP Job Orders. In addition JOC Contractor will not be reimbursed for any Pre-Job Order costs, including proposal preparation, attendance during negotiations, or site visits.

16.2.3 JOC Contractor's Job Order Cost Proposal

16.2.3.1 JOC Contractor must respond within ten (10) calendar days of the RFP date or site visit, whichever is later or as otherwise indicated on a case-by-case basis, by submitting JOC Contractor's Job Order Cost Proposal to the City representative.

16.2.3.2 Unless otherwise required under the terms of the RFP, JOC Contractor's Job Order Cost Proposal must include the following.

a. JOC Contractor's Job Order Cost Proposal in PDF and electronic format;

b. A Project Schedule and schedule of values that reflects the costs of each work element on the schedule. The schedule must show all milestones (e.g.,

permits, submittals, ordering materials, demolition, work phases, closeout and completion date); and

c. Necessary documentation will be required to indicate that adequate scoping, layout, setup and planning to accomplish the Work has been done. Examples of documentation that might reasonably be expected include sketches, drawings, calculations, catalog cuts and specifications produced to a level of detail and skill that could be expected of experienced, competent Project Managers with five or more periods experience in their respective trade.

16.2.3.3 JOC Contractor must select Subcontractors based on qualifications alone or on a combination of qualifications and price and must not select Subcontractors based on price alone. A qualifications and price selection may be a one-step selection based on a combination of qualifications and price or two-step selection. In a two-step selection, the first step must be based on qualifications alone and the second step may be based or a combination of qualifications and price or on price alone.

16.2.3.4 Upon request, JOC Contractor must provide City with copies of Subcontractor quotes and the basis for selection of each Subcontractor.

16.2.3.5 If City objects to a selected Subcontractor, City will make the objection and the reasons for the objection known to the JOC Contractor. JOC Contractor must then present an acceptable Subcontractor for the applicable discipline. City will not unreasonably object to or withhold approval of a Subcontractor.

16.2.3.6 For self-performed work, the City retains the right to have the JOC Contractor establish JOC Contractor's costs by bidding their costs against at least three (3) other interested trade Contractors. No self- performed work will be allowed to be performed on a lump sum basis.

16.2.4 Issuance of Job Order

16.2.4.1 City Representative will compare the JOC Contractor's Job Order Cost Proposal with the City's estimate, schedules and other requirements, and then, if the City Representative determines it is in the best interest of City, arrange a meeting with JOC Contractor, at which time the JOC Contractor's Job Order Cost Proposal will be discussed and negotiated.

16.2.4.2 If the City Representative determines that it is in the best interest of the City, City will then issue a Job Order to JOC Contractor for execution.

16.2.4.3 Specific Job Orders may vary, but unless agreed to by City in writing otherwise, the content of Job Orders under the Contract will generally be as follow, all of which will be signed and/or initialed by JOC Contractor's designated representative:

a. The description of the Scope of the Work and Project Schedule (attached as Exhibit A to the Job Order);

b. The address or location of the Work;

c. The Contract Price for Work (Construction) included in the Project (attached as Exhibit B to the Job Order);

d. The name of the JOC Contractor representative for the Project;

e. The Drawings and Specifications for the Project;

f. If any shop drawings, project date and/or samples are required for the Job Order, the date for delivery of each required item (included in the Project Schedule, Exhibit A to the Job order); and

g. Project Specific Provisions, if any, in Exhibit A to the Job Order, including, without limitation, whether any of the following are required: Pre-Construction Conference, weekly progress meetings, field office, storage enclosure, materials and equipment handling facility, submittals, shop drawings, product data, equipment list, samples, project manual, schedule of values, Construction progress schedule, narrative reports, progress report, progress charts, progress photographs, materials status report, Construction diagram, Construction status report, operation and maintenance data, operating maintenance instructions and parts list, and as-build drawings.

16.2.5 Job Order Intent. Each Job Order will be interpreted to include all items reasonably necessary to complete the Project under that Job Order as described in the scope of the Work in that Job Order. All Work must be performed in a professional manner and all materials used must be new and of the highest quality and of the type best adapted to their purpose, unless otherwise specified. The Notice to Proceed date, and the award date established therein, will be deemed an integral part of the Job Order the same as if set forth therein.

16.3 **INCIDENTAL DESIGN SERVICES**

16.3.1 This effort includes all "extensions of design" for systems that are typically specified in a performance oriented manner by consultants and designers. Examples include: fire sprinkler systems, fire alarm and sprinkler systems, DDC controls, control systems, prefabricated metal building and similar situations. These designs are normally provided under submittals as a shop drawing with engineering backup and as appropriate, seals of registered engineers specializing in the particular system.

16.3.2 Incidental design includes all documents, sketches, schematic diagrams, floor plan layouts, equipment schedules and other documents produced by the JOC Contractor to define the work required for projects that the City does not develop formal or abbreviated designs requiring a seal by a registered engineer. Incidental design does not include preparation of designs requiring an architect or engineer seal.

16.3.3 JOC Contractor represents, covenants, and agrees, and contractually assumes the obligation to furnish, all of the required Design Services through properly licensed and experienced Design Professionals in complete accordance with all of the duties imposed on a Design Professional under the Contract Documents, Laws, Regulations, or Legal Requirements, and the common law.

16.3.4 All Design Documents (and all other Project-related documents, models, computer drawings and other electronic expression, photographs and other expressions CADD, and BIM files and images included) that JOC Contractor and/or JOC Contractor's Design Professional(s) prepare in connection with a Job Order and the copyrights therein (collectively, the "Instruments of Service") will be the property of City. JOC Contractor covenants and agrees to execute any additional document reasonably requested by City to confirm such assignment without any additional compensation.

16.4 **CONSTRUCTION SERVICES**

16.4.1 The following subsections of this Section 16.4 set forth requirements beyond those set forth in Section 4 above which apply to Construction Services performed under a Job Order.

16.4.2 JOC Contractor must perform the Work using only those firms, team members and individuals designated by JOC Contractor consistent with each Job Order or otherwise approved by City pursuant to the General Conditions. No other entities or individuals may be used without the prior written approval of the Project Manager.

16.4.3 Construction Phasing

16.4.3.1 City use of the facilities is anticipated while the Work is being performed. The Work must be planned and accomplished so that there will be a minimum of interference and inconvenience to occupants in the building and agencies in the vicinity and to other craftsmen who may have to do work in the affected facilities. Any blockage of building exits or driveways must be coordinated in advance.

16.4.3.2 If applicable, furniture, portable office equipment and wall appurtenances not rigidly fastened to the walls must be moved by JOC Contractor, protected from damage and replaced to the original position upon completion of the work. If the work required by the Job Order will not allow furniture and portable office equipment to be replaced to its original position, new locations will be designated by City. Incidental costs associated with moving one-piece furnishings up to approximately 150 pounds to perform such tasks as painting, carpet or tile replacement, etc., are considered a general cost of building renovation and must be included in the JOC Contractor's Coefficient. Costs for large scale or wholesale removal and replacement of large quantities of desks or modular workstations, copiers, multiple full file cabinets, etc. to another location or storage outside the work space, or disassembly and reassembly of modular furniture is not considered part of the JOC Contractor's Coefficient and will be priced separately.

16.4.3.3 The work must, so far as practicable, be done in definite sections or divisions and confined to limited areas which must be completed before work in other sections or divisions are begun.

16.4.4 Work Site Conflicts. In the event of a conflict between JOC Contractor and others in an occupied facility or where other Contractors are performing work on the same facility under other Contracts, City will decide to dispute and that decision will be final.

16.4.5 Ownership of Work Product. Work Product prepared or otherwise created in connection with the performance of this Contract, including the Work, are to be and remain the property of City. For purposes of this provision, "Work Product" will include all designs, drawings, plans, specifications, ideas, renderings and other information or matter, in whatever form created (e.g., electronic or printed) and in all media now known or hereinafter created. All Work Product will be considered Work Made for Hire as defined in the United States Copyright Act 17 U.S.C. §101 (Copyright Act). If for any reason any such Work is found not to be a work for hire, JOC Contractor hereby transfers and assigns ownership of the copyright in such Work to City. The rights in this Section are exclusive to City in perpetuity.

16.5 **OPTIONAL LIQUIDATED DAMAGES**

16.5.1 Specific Job Orders. City will have the right to assess liquidated damages in relation to any specific JOC Project Agreement as set forth below.

16.5.2 Substantial Completion Liquidated Damages. JOC Contractor acknowledges and agrees that if JOC Contractor fails to obtain Substantial Completion of the Work within the Contract Time, City will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, City and JOC Contractor agree that if JOC Contractor fails to achieve Substantial Completion of the Work within the Contract Time, City will be entitled to retain or recover from JOC Contractor, as liquidated damages and not as a penalty, the sum per calendar day as indicated in MAG § 108.9.

16.5.3 Final Acceptance Liquidated Damages. For the same reasons set forth in Section 16.5.2 above, City and JOC Contractor further agree that if JOC Contractor fails to achieve Final Acceptance of the Work within the Contract Time, City will be entitled to retain or recover from JOC Contractor, as liquidated damages and not as a penalty, the sum per calendar day as indicated in MAG § 108.9 commencing from the actual date of Substantial Completion or Final Acceptance as required under any specific JOC Project Agreement.

16.5.4 MAG Liquidated Damages. Liquidated damages provisions in MAG § 108.9 may apply to any specific JOC Project Agreement.

16.5.5 City may deduct liquidated damages assessed pursuant to this Section 16.5 from any unpaid amounts then or thereafter due JOC Contractor under the Contract or any specific JOC Project Agreement between JOC Contractor and City. Any liquidated damages not so deducted from any unpaid amounts due JOC Contractor must be payable to City at the demand of City, together with interest from the date of the demand at the highest lawful rate of interest payable to JOC Contractor.

16.6 **PERFORMANCE MEASUREMENT**

16.6.1 Performance Assessment. After the Final Acceptance of Work under each Job Order, City will complete a written evaluation of the performance of JOC Contractor on the Job Order.

16.6.2 Consideration in Assignment of Work. JOC Contractor's record of cost, schedule and quality performance and comparative assessments will be significant considerations in City's determination whether to award future Job Orders. JOC Contractor agrees that any determination by City not to not award future Job Orders or Option periods based on performance will be at the sole discretion of City.

SECTION 17 - PROVISIONS APPLICABLE SOLELY TO PRE-CONSTRUCTION SERVICES FOR CONSTRUCTION MANAGER AT RISK

17.1 **ADDITIONAL DEFINITIONS**

The definitions set forth in Section 2 and 15.1 above will apply to all Pre-Construction Services Contracts.

17.2 **GENERAL**

17.2.1 CM@Risk must perform the Services required by, and in accordance with the Contract Documents and as outlined in Exhibit A of the Contract to the satisfaction of the Project Manager, exercising the degree of care, skill, diligence and judgment a professional

construction manager experienced in the performance of such services for construction and/or facilities of similar scope, function, size, quality, complexity and detail to the Project in urban areas throughout the United States, would exercise at such time, under similar conditions. CM@Risk must, at all times, perform the required services consistent with sound and generally accepted engineering principles and construction management and construction contracting practices.

17.2.2 As a participating member of the Project Team, CM@Risk must provide to City and Design Professional a written evaluation of City's Project Program and budget, each in terms of the other, with recommendations as to the appropriateness of each. CM@Risk must prepare a Baseline Cost Model that validates City's budget. The Baseline Cost Model must include all assumptions and basis of estimates in enough detail so that the Project Team can compare future detail estimates to the Baseline Cost model for variances. City and Design Professional will provide all the reasonably required data that is available in order to reach agreement between the team members that the Baseline Cost Model is an accurate projection of the costs of the Project.

17.2.3 CM@Risk must attend Project Team meetings, which may include, but are not limited to, bi- weekly Project management meetings, Project workshops, special Project meetings, construction document rolling reviews, public meetings and partnering sessions. CM@Risk attendance at design or other meetings in which CM@Risk is provided the opportunity but does not actively participate and/or is not properly prepared is not acceptable. Repeated instances of non-participation and/or lack of preparedness will be grounds for termination of CM@Risk Contract for default.

17.2.4 CM@Risk must provide Pre-Construction Services, described herein, in a timely manner and consistent with the intent of the most current Drawings and Specifications. CM@Risk must promptly notify City in writing whenever CM@Risk determines any Drawings or Specifications are inappropriate for the Project and/or cause changes in the scope of Work that deviates more than the allowed contingencies within the Baseline Cost Model or requires an adjustment in the Baseline Cost Model, Detailed Cost Estimate, Detailed Project Schedule, GMP Proposals and/or in the Contract Time for the Work, to the extent such as established.

17.2.5 CM@Risk when requested by City, must attend, make presentations and participate as may be appropriate in public agency and or community meetings, relevant to the Project. CM@Risk must provide drawings, schedule diagrams, budget charges and other materials describing the Project when their use is required or appropriate in any such public agency meetings.

17.2.6 Ownership of Work Product. All Work Product prepared or otherwise created in connection with the performance of this Contract, including the Work, are to be and remain the property of City. For purposes of this provision, "Work Product" will include all designs, drawings, plans, specifications, ideas, renderings and other information or material, in whatever form created (e.g., electronic or printed) and in all media now know or hereinafter created. All Work Product will be considered Work Made for Hire as defined in the United States Copyright Act 17 U.S.C.
§101 (Copyright Act). If for any reason any such Work is found not to be a work for hire, Contractor hereby transfers and assigns ownership of the copyright in such Work to City. The rights in this Section are exclusive to City in perpetuity.

17.2.7 CM@Risk represents to City in completing Pre-Construction Services and providing the reports and analysis required thereunder, that Work can be properly and timely constructed within the GMP Proposal, if accepted. CM@Risk does not assume any design responsibilities unless specifically called for in the scope of work, but CM@Risk will be responsible for their errors, omissions or inconsistencies included in the Work.

17.3 **DETAILED PROJECT SCHEDULE**

17.3.1 The fundamental purpose of the Detailed Project Schedule is to identify, coordinate and record the tasks and activities to be performed by all of the Project Team members and then for the Project Team to utilize that Deliverable as a basis for managing and monitoring all member's compliance with the schedule requirements of the Project. Each Project Team member is responsible for its compliance with the Detailed Project Schedule requirements. CM@Risk must, however, develop and maintain the Detailed Project Schedule on behalf of and to be used by the Project Team based on input from the other Project Team members. The Baseline Project Schedule must be developed as part of the Baseline Cost Model. The Detailed Project Schedule must use the Critical Path method ("CPM") technique, unless required otherwise, in writing by City. CM@Risk must use scheduling software acceptable to City to develop the Detailed Project Schedule. The Detailed Project Schedule must be presented in graphical and tabular reports as agreed upon by the Project Team. If Project phasing as described below is required, the Detailed Project Schedule must indicate milestone dates for the phases once determined. As part of construction phase, City may require CM@Risk to prepare a "resource loaded" schedule for all work, including work performed by Subcontractors, detailing each of the project tasks and the required/anticipated number of personnel per day for each task. CM@Risk must also indicate on the schedule its ability to meet said required/anticipated personnel requirements.

17.3.2 CM@Risk must include and integrate in the Detailed Project Schedule the services and activities required of City, Design Professional and CM@Risk including all construction phase activities based on the input received from City and the Design Professional. The Detailed Project Schedule must define activities as determined by City to the extent required to show: (a) the coordination between preliminary design and various pre-construction documents, (b) any separate long-lead procurements, (c) any permitting issues, (d) any land, right-of-way, or easement acquisition, (e) bid packaging strategy and awards to Subcontractors and Suppliers, (f) major stages of construction, (g) start-up and commissioning, and (h) occupancy of the completed Work by City. The Detailed Project Schedule must include by example and not limitation, proposed activity sequences and durations for design, procurement, construction and testing activities, milestone dates for actions and decisions by the Project Team, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead time procurement (if any), milestone dates for various construction phases, Total Float for all activities to the extent authorized by City, relationships between the activities, City's occupancy requirements showing portions of the Project having occupancy priority, and proposed dates for Final Acceptance.

17.3.3 A Baseline Project Schedule must be initiated with the project Baseline Cost Model and agreed to by the project team at the same time. CM@Risk must update and maintain a detailed Project Schedule throughout pre-construction such that it will not require major changes at the start of the construction phase to incorporate CM@Risk's plan for the performance of the construction phase Work. CM@Risk must provide updates and/or

revisions to the Detailed Project Schedule for use by the Project Team, whenever required, but no less often than at the Project Team meetings. CM@Risk must include with such submittals a narrative describing its analysis of the progress achieved to-date vs. the Baseline Project Schedule, including any concerns regarding delays or potential delays, and any recommendations regarding mitigating actions.

17.3.4 If phased construction is deemed appropriate at the time of developing the Baseline Cost Model or during the development of the Detailed Project Schedule, and City approves, CM@Risk must review the design and make recommendations regarding the phased issuance of Construction Documents to facilitate phased construction of the Work, with the objective of reducing the Project Schedule and/or Cost of the Work. CM@Risk must take into consideration such factors as natural and practical lines of work severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, labor and materials availability, and any other factors pertinent to saving time and cost.

17.3.5 Long Lead Time Items. As part of developing the Detailed Project Schedule, CM@Risk must identify all long lead time materials, fabrications, equipment, or other items which may impact the Project Schedule and may require early action on the part of the Project Team. Dates for selecting and ordering long lead time items will be included and highlighted in the Detailed Project Schedule

17.3.6 Equipment Plan. Contractor must develop an Equipment Plan that addresses all rental and owned equipment, regardless of whether such equipment will be provided by CM@Risk or subcontractor(s), that will be necessary to construct the Project and the cost of which will be included as a Cost of the Work in the GMP Proposal. The Equipment Plan will seek to minimize the cost of the equipment to City and maximize the efficient and coordinated use of the equipment for completion of the Project. The Equipment Plan will not only include the costs and allowable lease rates for the equipment, but will also include an equipment schedule that will be incorporated into the Detailed Project Schedule and the Schedule of Values submitted with the GMP Proposal.

17.4 DESIGN DOCUMENT REVIEWS

17.4.1 CM@Risk must evaluate periodically the availability of labor, materials/equipment, cost-sensitive aspects of the design; and other factors that may create an unacceptable variance to the Baseline Cost Model and/or Baseline Project Schedule.

17.4.2 CM@Risk must recommend, in conjunction with the Project Team, those additional surface and subsurface investigations that, in its professional opinion, are required to provide the necessary information for CM@Risk to construct the Project. These additional investigations, if agreed to be necessary by the Project Manager and the Design Professional, will be acquired by City and copies of the reports will be provided to CM@Risk.

17.4.3 CM@Risk must meet with the Project Team as required to review designs during their development. CM@Risk must familiarize itself with the evolving documents through pre- construction. CM@Risk must proactively advise the Project Team and make recommendations on factors related to construction costs, and concerns pertaining to the feasibility and practicality of any proposed means and methods, selected materials, equipment and building systems, and, labor and material availability. CM@Risk must furthermore advise the Project Team on proposed site improvements, excavation and foundation considerations, as well as, concerns that exist with respect to coordination of

the Drawings and Specifications. CM@Risk must use established value analysis principles in recommending cost effective alternatives.

17.4.4 CM@Risk must routinely conduct constructability and bid-ability reviews of the Drawings and Specifications as necessary to satisfy the needs of the Project Team. The reviews must attempt to identify all discrepancies and inconsistencies in the Construction Documents especially those related to clarity, consistency, completeness and coordination of Work of Subcontractors and Suppliers.

17.4.4.1 CM@Risk must evaluate whether: (a) the Drawings and Specifications are configured to enable efficient construction; (b) design elements are standardized; (c) construction efficiency is properly considered in the Drawings and Specifications; (d) module/preassembly design is prepared to facilitate fabrication, transport and installation; (e) sequences of Work required by or inferable from the Drawings and Specifications are practicable; (f) the design has taken into consideration efficiency issues concerning access and entrance to the site, laydown and storage of materials, staging of site facilities, construction parking, and other similar pertinent issues; and (g) the design maintains continued operation of the existing City systems and maintains traffic on adjacent roadways. CM@Risk must also review the Drawings and Specifications to ensure that what is depicted therein can be constructed as designed and must promptly inform the Project Team of any issues.

17.4.4.2 CM@Risk must check cross-reference and complementary Drawings and sections within the Specifications and in general evaluate whether: (a) the Drawings and Specifications are sufficiently clear and detailed to minimize ambiguity and to reduce scope interpretation discrepancies; (b) named materials and equipment are commercially available and are performing well, or otherwise, in similar installations; (c) Specifications include alternatives in the event a requirement cannot be met in the field; and (d) in its professional opinion, the Project is likely to be subject to Differing Site Conditions.

17.4.4.3 The results of the reviews must be provided to Project Team in formal, written reports clearly identifying all reviewed documents and the discovered discrepancies and inconsistencies in the Drawings and Specifications with notations and recommendations made on the Drawings, Specifications and other documents. CM@Risk must meet with Project Team to discuss any findings and review reports.

17.4.4.4 CM@Risk's reviews must be from a Contractor's perspective, and though it will serve to eliminate/reduce the number of RFIs) and changes during the construction phase, responsibility for the Drawings and Specifications will remain with the Design Professional and not CM@Risk.

17.4.5 It is CM@Risk's responsibility to assist the Design Professional in ascertaining that, in CM@Risk's professional opinion, the Construction Documents are in accordance with applicable Laws, Regulations, or Legal Requirements, building codes, sound engineering principle's rules and regulations. If CM@Risk recognizes that portions of the Construction Documents are at variance with applicable laws, statutes, ordinances, building codes, sound engineering principle's rules and regulations, it must promptly notify the Project Team in writing, describing the apparent variance of deficiency. However, the Design Professional is ultimately responsible for the compliance of the Drawings and Specifications with those laws, statutes, ordinances, building codes, rules and regulations.

17.4.6 The Project Team will routinely identify and evaluate using value analysis principles and

alternate systems, approaches, design changes that have the potential to reduce Project costs while still delivering a high quality and fully functional Project consistent with the Project Program. If the Project Team agrees, CM@Risk in cooperation with the Design Professional, will perform a cost/benefit analysis of the alternatives and submit such in writing to the Project Team. City, through the Project Manager, will direct which alternatives will be incorporated into the Project. The Design Professional will have full design responsibility for the review and incorporation of CM@Risk suggested alternatives into the Drawings and Specifications. CM@Risk must analyze the costs and schedule impacts of the alternatives against the Baseline Cost Model and Schedule and provide a recommendation for the Project Team's consideration and City's approval prior to the establishment of the GMP.

17.5 **BASELINE COSTS MODEL, DETAILED COST ESTIMATES, AND SCHEDULE OF VALUES**

17.5.1 At the conclusion of the Master Planning and Programming, if required, CM@Risk will review all available information regarding the design and scope of the Project using CM@Risk's experience in performing similar work, knowledge of similar projects and current and projected construction costs and, based upon that review, must develop a Baseline Cost Model for review by the Project Team and approval by City. Once approved by City, the Baseline Cost Model will be continually referenced as detailed estimates are created as the design progresses throughout Pre-Construction until the final GMP for the entire Project is established. A final GMP for the entire Project must be established and approved by City prior to the start of construction. It is the responsibility of CM@Risk to ensure City has sufficient information to evaluate and approve a final GMP prior to the time necessary to start construction so construction can be completed within the Contract Time. The Project Detailed Cost Estimate will be the best representation from CM@Risk of what the complete functional Project's construction costs will be as indicated by the most current available documents and will be constantly checked against the Baseline Cost Model. CM@Risk must communicate to the Project Team and assumptions made in preparing the Baseline Cost Model. The Baseline Cost Model must support CM@Risk's Detailed Cost Estimates and may be broken down initially as dictated by the available information, as required by City.

17.5.2 After receipt of the Design Professional's most current documents from certain specified pre- construction milestones, CM@Risk must provide a draft Detailed Cost Estimate including a detailed written report detailing any variances to the Baseline Cost Model and Baseline Project Schedule. The Design Professional and CM@Risk will reconcile any disagreements on the estimate to arrive at an agreed upon Detailed Cost Estimate for the construction costs based on the scope of the Project through that specified pre-construction milestone. Pre-Construction milestones applicable to this paragraph are: Master Planning and Programming, Schematic Design, 50% Design Development, 100% Design Development, and 50% Construction Drawings, If no consensus is reached, City will make the final determination. If the Project Team requires additional updates of the Detailed Cost Estimate beyond that specified in this paragraph, CM@Risk must provide the requested information in a timely manner.

17.5.3 If at any point the Detailed Cost Estimate submitted to City exceeds the previously accepted Baseline Cost Model or previously approved Detailed Cost Estimate agreed to as set forth in Section 17.5.2 above, CM@Risk must make appropriate recommendations to project Team on means/methods, materials, and or other design elements that it believes will reduce the estimated construction costs, such that it is equal to or less than

the established Project Team's Baseline Cost Model.

17.5.4 Unless other levels of completion are agreed to in writing in the Construction Documents, at 50% Construction Drawings and included with the associated report, CM@Risk must also submit to the Project Team for review and approval a Schedule of Values that complies with the following requirements. The Schedule of Values must be based on City standard bid schedule and highlight significant variances from any previously submitted Schedule of Values. The Schedule of Values must be directly related to the breakdowns reflected in the Detailed Project Schedule and CM@Risk's Detailed Cost Estimate. In addition, the Schedule of Values must: (a) detail unit prices and quantity take-offs, (b) detail all other contingencies and unit price Work shown and specified in the detailed design documents.

17.5.5 CM@Risk is to track, estimate/price and address the Project Team's overall project cost issues that arise outside of the Baseline Cost Model and the latest approved Detailed Cost Estimate such as: City generated changes, Project Team proposed changes, alternate system analysis, constructability items and value engineering analysis. The system used to implement this process will be referred to as the Design Evolution Log. This is to be addressed between the Baseline Cost Model and the Master Planning and Programming Detailed Cost Estimate, and then (unless other levels of completion are agreed to in writing in the Construction Documents) between the Detailed Cost Estimates for each of the pre-construction milestones thereafter, Schematic Design, 50% Design Development, 100% Design Development, and 50% Construction Documents, and the bid packages for all Phases.

17.5.6 Upon request by City, CM@Risk must submit to City a cash flow projection for the Project based on the current updated/revised Detailed Project Schedule and the anticipated level of payments for CM@Risk during the design and construction phases. In addition, if requested by City and based on information provided by City, CM@Risk must prepare a cash flow projection for the entire Project based on historical records for similar types of projects to assist City in the financing process.

17.5.7 Construction Water. CM@Risk must estimate the quantity of water to be used and include the cost thereof in each Detailed Cost Estimate and GMP Proposal provided by City.

17.6 **SUBCONTRACTOR AND MAJOR SUPPLIER SELECTIONS**

17.6.1 There are two ways to select Subcontractors and major Suppliers prior to submission of a GMP Proposal: (1) qualifications-based selection; or (2) a combination of qualifications and price. Except as noted below, the selection of Subcontractors/Suppliers is the sole responsibility of CM@Risk. In any case, CM@Risk is solely responsible for the performance of the selected Subcontractors/Suppliers, and for compliance with the requirements of Title 34 of the Arizona Revised Statutes in the selection of a Subcontractors/Suppliers, to the extent applicable. CM@Risk must comply with its Subcontractor Selection Plan submitted with its Statement of Qualifications.

17.6.2 City may approve the selection of a Subcontractor(s) or Suppliers(s) based only on their qualifications when CM@Risk can demonstrate it is in the best interest of the Project. All Work that is performed, after such a qualifications-based selection, for a price that is negotiated by CM@Risk will be billed in accordance with the GMP for actual costs and may be subject to audit by City.

17.6.2.1 Qualifications based selection of a Subcontractor(s)/Supplier(s) should only occur prior to

the submittal of the GMP Proposal.

17.6.2.2 If a Subcontractor/Supplier selection plan was submitted and agreed to by City, CM@Risk must apply the plan in the evaluation of the qualifications of a Subcontractor(s) or Supplier(s) and provide City with its review and recommendations.

17.6.2.3 CM@Risk must receive written City approval for each selected Subcontractor(s) and Supplier(s).

17.6.2.4 CM@Risk must negotiate costs for services/supplies from each Subcontractor/Supplier selected under this method.

17.6.3 All Work must be competitively bid unless a Subcontractor or Supplier was selected pursuant to Section 17.6.2 above.

17.6.3.1 CM@Risk must develop Subcontractor and Supplier interest, submit the names of a minimum of three qualified Subcontractors or Suppliers for each trade in the Project for approval by City and solicit bids for the various Work categories. If there are not three qualified Subcontractors/Suppliers available for a specific trade or there are extenuating circumstances warranting such, CM@Risk may request approval by City to submit less than three names. Without prior written notice to City, no change in the recommended Subcontractors/Supplies will be allowed.

17.6.3.2 If City objects to any nominated Subcontractor/Supplier or to any self-performed Work for good reason, CM@Risk must nominate a substitute Subcontractor/Supplier that is acceptable to City.

17.6.3.3 CM@Risk must distribute Drawings and Specifications, and when appropriate, conduct a Pre- Bid Conference with prospective Subcontractors and Suppliers.

17.6.3.4 If CM@Risk desires to self-perform certain portions of the Work, it must request to be one of the approved Subcontractor bidders for those specific bid packages. CM@Risk's bid will be evaluated in accordance with the process identified below. If events warrant and City concurs that it is necessary in order to ensure compliance with the Project Schedule and/or the most recent Detailed Cost Estimate, CM@Risk may be authorized to self-perform Work without bidding or rebidding the Work. When CM@Risk self-performs work without bidding, only the actual costs associated with performing the Work in accordance with the approved GMP will be billed and may be subject to audit by City.

17.6.3.5 CM@Risk must receive, open, record and evaluate the bids; provided, however, that if CM@Risk or one of its affiliates is bidding to self-perform the Work that is the subject of the bid, then the bids must be received, opened, recorded and evaluated by Project Manager instead of CM@Risk. Bids for each category of Work must be opened and recorded at a pre-determined time. The apparent low bidders must be interviewed to determine the responsiveness of their proposals. In evaluating the responsiveness of bid proposals CM@Risk, in addition to bid price, may consider the following factors: past performance on similar projects, qualifications and experience of personnel assigned, quality management plan, approach or understanding of the Work to be performed, and performance schedule to complete the Work. The final evaluation of Subcontractor/Supplier bids must be done with Project Manager in attendance to observe and witness the process. CM@Risk must resolve any Subcontractor/Supplier bid withdrawal, protest or disqualification in connection with the award at no increase in the Cost of Work.

17.6.4 CM@Risk will be required to prepare two different reports on the subcontracting process.

17.6.4.1 Within fifteen days after each major Subcontractor/Supplier bid opening process; CM@Risk must prepare a report for City's review and approval identifying the recommended Subcontractors/Supplier for each category of Work. The report must detail: (a) the name of the recommended Subcontractor/Supplier and the amount of the Subcontractor/Supplier bid for each sub-agreement; (b) the sum of all recommended Subcontractor/Supplier bids received; (c) and trade work and its cost that CM@Risk intends to self-perform, if any.

17.6.4.2 Upon completion of the Subcontractor/Supplier bidding process, CM@Risk must submit a summary report to City of the entire Subcontractor/Supplier selection process. The report must indicate, by bid process, all Subcontractors/Suppliers contacted to determine interest, the Subcontractors/Suppliers solicited, the bids received and costs negotiated, and the recommended Subcontractors/Suppliers for each category of Work.

17.6.5 The approved Subcontractors/Suppliers will provide a Schedule of Values with their bid proposals, which will be used to create the overall Project Schedule of Values.

17.6.6 If after receipt of sub-bids or after award to Subcontractors and Suppliers, City objects to any nominated Subcontractor/Supplier or to any self-performed Work without any reasonable basis, CM@Risk must nominate a substitute Subcontractor or Supplier, preferably if such option is still available, from those who submitted Subcontractor bids for the Work affected. Once such substitute Subcontractors and Suppliers are consented to by City, CM@Risk's proposed GMP for the Work or portion thereof must be correspondingly adjusted to reflect any higher or lower costs form any such substitution.

17.7 **GMP PROPOSAL**

17.7.1 When a GMP Proposal is submitted for a phase of the Work, the GMP will have a Detailed Cost Estimate of the Costs of the Work (as set forth in Section 15.2) in each phase of the Work that is being proposed plus the current estimate for all other Work. City will not approve the GMP for the phase of work without a total estimate for the complete Project. City may request a GMP Proposal for all or any portion of the Project and at any time during pre-construction. Any GMP Proposals submitted by CM@Risk must be based on and consistent with Baseline Cost Model and the current update/revised Detailed Cost Estimate at the time of the request and include any clarifications or assumptions upon which the GMP Proposal(s) are based.

17.7.2 A GMP Proposal for the entire Project will be the sum of the Cost of the Work, CM@Risk Fee, and General Conditions Cost. CM@Risk guarantees to complete the Project at or less than the final GMP Proposal amount plus approved Change Orders. CM@Risk will be responsible for any costs for expenses that would cause the Cost of the Work actually incurred, including the Construction Fee and General Conditions Costs, to exceed the GMP.

17.7.3 CM@Risk must prepare its GMP Proposal in accordance with City's request for GMP Proposal requirements based on the most current completed Drawings and Specifications at that time, which unless otherwise directed by City in writing, will be at 100% Construction Drawings. CM@Risk must mark the face of each document of each set upon which its GMP Proposal is based. These documents must be identified as the GMP Plans and Specifications. CM@Risk must send one set of those documents to the Project Manager, keep one set and return the third set to the Design Professional.

17.7.4 An updated/revised Detailed Project Schedule, Equipment Plan, and Schedule of Values must be included in any GMP Proposal(s), all of which must reflect the GMP Plans and Specifications the Detailed Project Schedule must be shown in relationship to the Project Schedule and identify any variance to the Baseline Project Schedule. Any such Detailed Project Schedule updates/revisions must continue to comply with the requirements of Section 17.3.1 through 17.3.5.

17.7.5 GMP Proposals(s) Review and Approval

17.7.5.1 CM@Risk must meet with the Project Team to review the GMP Proposal(s) and the written statement of its basis. In the event the Project Team discovers inconsistencies or inaccuracies in the information presented, CM@Risk must make adjustments as necessary to the GMP Proposal.

17.7.5.2 If during the review and negotiation of GMP Proposals design changes are required, City may authorize and cause the Design Professional to revise the GMP Plans and Specifications to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the final approved GMP Proposal. Such revised GMP Plans and Specification will be furnished to CM@Risk. CM@Risk must promptly notify the Project Team in writing if any such revised GMP Plans and Specifications are inconsistent with the agreed upon assumptions and clarifications.

17.7.6 All portions of or items comprising the GMP Proposal are subject to audit by City, as deemed appropriate by City, including, without limitation, any based upon unit prices or Work to be self- performed by CM@Risk, or its affiliates.

17.8 **PAYMENT PROCEDURE FOR PRE-CONSTRUCTION SERVICES**

17.8.1 Requests for monthly payments by CM@Risk for Pre-Construction Services must be submitted monthly and must be accompanied by a progress report, detailed invoices and receipts, if applicable. Any requests for payment must include, as a minimum, a narrative description of the tasks accomplished during the billing period, a listing of any Deliverables submitted, and copies of any Subconsultants' requests for payment, plus similar narrative and listings of Deliverables associated with their Work. Payment for services negotiated as a lump sum will be made in accordance with the percentage of work completed during the preceding month.

17.8.2 In no event will City pay more than seventy-five (75%) of the Contract Price until acceptance of ALL Pre-Construction Services and award of the final approved Construction Services Contract for the entire Project by City Council. If CM@Risk does not prepare a GMP Proposal that is acceptable to City, or the GMP Proposal exceeds the City's Construction Budget, then CM@Risk understands and acknowledges that it will forfeit any right to receive the 25% of the Contract Price being retained by City.

17.8.3 CM@Risk agrees that no charges or claims for costs or damages of any type will be made by it for any delays or hindrances beyond the reasonable control of City during the progress of any portion of Pre-Construction Services specified in this Contract. Such delays or hindrances, if any, will be solely compensated for by an extension of time for such reasonable period and may be mutually agreed between the parties. It is understood and agreed, however, that permitting CM@Risk to proceed to complete any such Services, in whole or in part after the date to which the time of completion may have been extended, will in no way act as a waiver on the part of City of any of their respective legal rights herein.

17.8.4 No compensation to CM@Risk will be allowed contrary to Article I, Chapter I, Title 34 of the Arizona Revised Statutes.

17.8.5 If any service(s) executed by CM@Risk is abandoned or suspended in whole or in part, for a period of more than 180 days through no fault of CM@Risk, CM@Risk is to be paid for the services performed prior to the abandonment or suspension.

17.9 **SURVIVAL OF THE DESIGN SERVICES CONTRACT, DUTIES, OBLIGATIONS AND WARRANTIES**

If the GMP Proposal is accepted by City and a Construction Contract is entered into between City and CM@Risk, the duties, obligations and warranties of CM@Risk under the Pre- Construction Services Contract survive and are incorporated into the resulting Construction Contract.

SECTION 15 – APPENDICES

The following Appendices attached hereto are referenced in the General Conditions and are incorporated herein.

Appendix 1 – Policy Statement for Calculating Delays and Damages
Appendix 2 – Cost Reduction Incentive Proposals for Design Bid Build Contracts
Appendix 3 – Contractor's Affidavit Regarding Settlement of Claims
Appendix 4 – Forms of Performance Bond
Appendix 5 – Forms of Payment Bond
Appendix 6 – Dispute Resolution
Appendix 7 – Certificate of Completion
Appendix 8 – Construction Sign Detail
Appendix 9 – Cost of the Work (Applicable solely to Construction Manager at Risk and Job Order Contracting)
Appendix 10 Landscape Establishment Period

CALCULATING DELAYS AND DAMAGES

The purpose of this policy statement is to establish guidelines and procedures for negotiation between the Contractor and City of Chandler relating to compensation for delays pursuant to Arizona Revised Statutes (A.R.S.) 34-221(F). This policy statement contains notice requirements in addition to those set forth in the Contractor Documents, and will be the Contract Provision contemplated by that statute.

NOTE: As used herein, the term "Engineer" will refer to the City of Chandler City Engineer or his/her designated representative. Nothing in this Policy Statement will be construed to void any provision in the Contract which requires timely notice of delays or provides for arbitration or any other procedure for settlement or provides for liquidated damages.

I. TYPES OF DELAYS:

For the purposes of this document, there are essentially four types of delays encountered by City of Chandler Construction Contractors; excusable/compensable, excusable/non-compensable, non- excusable, and concurrent. Only delays that extend Contract Completion Time set forth in the Contract Document will be considered for issues relating to Contract extensions or additional compensation. All other delays are considered to be activity delays and do not entitle the Contractor to either time extensions or additional compensation. Contract Completion Time will be defined as the date set forth in Maricopa Association of Governments (MAG) Uniform Standard Specification Section 101 and as may be modified by the Contract Documents.

A. Excusable/Compensable:

These are delays caused solely by the City's actions or inactions, are unreasonable under the circumstances, and which were not within the contemplation of the parties to the Contract at or prior to the time of execution of the Contract. Since the Contractor presumably has no control over the events causing the delay, he may be entitled to both contract time extensions and additional compensation for delay damages. Further, he/she may be entitled to additional compensation from the impact of that delay on other work. Examples of excusable/compensable (E/C) delays include: failure to properly locate an underground City-owned utility within 2 feet of the actual location; failure to relocate City-owned utilities far enough in advance of construction in an area where the Contractor is scheduled to work that it delays start or completion of the Contractor's regularly scheduled work; failure to provide City-furnished equipment or materials in a timely manner if required by the Contract; failure to acquire necessary Right-of-Way or Public Utility Easements prior to the Contractor beginning Work in the area; failure to timely return Shop Drawings or other Contract Submittals in accordance with the Contract; unreasonable delay by the City in making decisions which affect critical activities; surveying errors when the City is contractually responsible for providing Project Surveying. This list is not meant to be all inclusive, but is intended merely as examples of the type of City action or inaction which can result in a Contractor's claim for additional time and compensation.

B. Excusable/Non-compensable:

These are delays over which neither the City nor the Contractor had control. Since both parties to the Contract have been potentially damaged by the delay, but neither have caused it, only Time Extensions are warranted. Examples of excusable, non-compensable (E/N) delays include: unusually severe weather; fire; acts of God; failure of non-City owned utilities (SRP, CenturyLink, Cable TV, Southern Pacific Railroad, and Southwest Gas, etc.) to properly or timely locate accurately; failure of non-City owned utilities to relocate in advance of construction; the voluntary or involuntary filing for Bankruptcy protection by a Supplier or Subcontractor which causes the Supplier/Subcontractor to fail to meet a contractual deadline provided the Contractor can provide documentation that he/she executed the required Purchase Orders/Subcontract Agreements and received delivery schedules which, if met, would have eliminated the delay; delays as a result of an incomplete shutdown of a City or non-City owned utility main (the City does not guarantee a complete shutdown). This list also is not necessarily all inclusive but merely indicative of type and class of E/N delays.

C. Non-excusable/Non-compensable:

These are delays caused by the actions or inactions of Contractor or an officer, employee, agent, Subcontractor, Supplier or any other party for whom the Contractor is responsible. Since the Contractor has assumed responsibility for the risks associated with the events that caused the delay, he/she are not entitled to either time extensions or monetary delay damages. All non-excusable delays are also non-compensable. Examples of non- excusable, non-compensable (N/N) delays include: failure to perform by the Contractor, its Subcontractors and/or Suppliers (except as noted in section I.B above); failure to provide adequate labor, materials, and/or equipment on the Project; failure to perform contractually-required coordination with utilities, agencies and other Contractors; failure to notify the Engineer, in writing, of delay impacts within two working days, as required by MAG 104.2.3, or the next work day, as required by MAG 109.8.2; failure to timely submit Shop Drawings; failure to pothole or otherwise visually locate utilities sufficiently ahead of the Work to allow the Engineer to direct corrective action when necessary; delays due to retesting of previously failed work, re-inspection, and/or restaking resulting from faulty workmanship, poor quality control, or lack of compliance with Contract Specifications. Again, this list is not necessarily all inclusive.

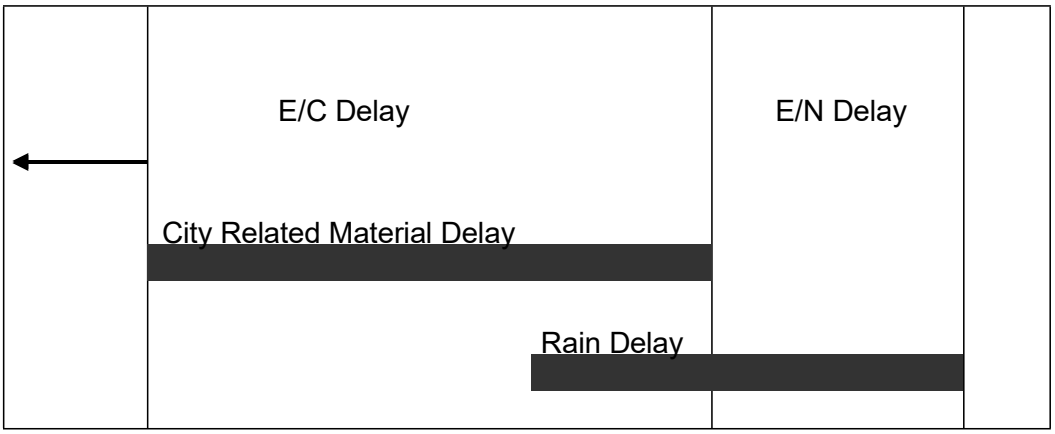
D. Concurrent:

When two or more delays occur simultaneously or overlap, each delay is analyzed separately to determine its impact on the overall project completion date based on when that delay started. Once again, only those delays which actually extend the contract completion time are considered as delays. The concurrent delay is considered an additional delay only to the extent it prolongs the delay to the Contract Completion Time beyond the date that the one it is concurrent with had already delayed that date. For example, if two delays are concurrent, and one is five days long and the second is seven days long, the second concurrent delay will

only extend the Contract Completion Time by two days. The same method of analysis is used when there are multiple concurrent delays. Only those extending the Project Completion Date are considered to be delays for the purposes of this policy. The portion of each concurrent delay that delays the completion of the work is classified in the same manner as described previously for individual delays and being either E/C, E/N or N/N.

An example of a concurrent delay is where the City delays furnishing material, but the Contractor could not have installed it anyway due to unusually severe weather. The effect of the first delaying activity will extend for the full duration and will be considered controlling on the Contractor's schedule. A subsequent, concurrent delay will thereafter only be considered to effect the project completion (if at all) once the first delaying activity has ceased to impact the project completion. In this case, if the unusually severe weather continued and delayed the work after the material was delivered, the first portion of the delay would be classified E/C (delay for material) and the second as E/N (delay due to unusually severe weather). Using the procedure set forth above, the entire concurrent portion would be considered E/C as shown in the chart which follows.

Example of a Concurrent Delay:



II. ANALYZING THE DELAY:

The Contractor must provide all documents required or requested by the Engineer to analyze the delay(s). It is important to understand that, prior to the delay analysis, delays and their impacts are alleged issues. The information the Contractor provides will be compared with the Inspector's Daily Log, Schedules and other available Project information and together they will support or refute that delays occurred and, if so, how they impact other work and the overall project completion. The Contractor's delay in providing these documents will be considered prima facie evidence that either the delay did not occur or it did not impact the Project Completion Date and any claim for time extension or damages will be denied.

The Engineer will accept delay analyses in CPM format, as these may demonstrate to his/her satisfaction whether or not Project Completion has been impacted by a specific event. If the Contractor chooses not to use CPM scheduling procedures, then the burden will be on the Contractor to prove to the Engineer's satisfaction that the Project Completion has been impacted. The procedures below assume that the Contractor is using CPM scheduling methods.

As a minimum the Contractor must provide the following materials to the Engineer:

A. As-Planned Schedule. The initial construction schedule, required by the Contract Documents, will be considered the baseline schedule. It is to the Contractor's advantage that the As-Planned (baseline) Schedule be as detailed as possible in order for delays, as they occur, to be incorporated into the schedule in representative locations. It is also to the Contractor's advantage to use a computer software program to generate the schedule since updated schedules are required monthly by the Contract Documents and since updated schedules are required to support delays and requests for additional compensation for delays. The As-Planned (baseline) Schedule must be presented in network format which clearly shows the interrelationships of the activities. The Contractor must also provide a printout of the activities showing early start, early finish, late start, late finish, duration and float. The activity list printout must also indicate predecessor and successor activities.

B. As-Built Schedules. The as planned (baseline) schedule must be updated with complete progress-to-date information (actualized) up to the date of the start of the alleged delay. Each updated schedule will serve as the as-built schedule for analyzing the alleged delay and provide a new baseline as-planned schedule for the next delay. This process must be repeated for each alleged delay as it occurs. In updating the baseline schedule, the alleged delay must be treated as an activity and inserted into the schedule as a predecessor to the impacted activity (ies). When an activity that has already started is impacted, it is preferable to divide this activity into two parts and show the impact affecting the second part. For schedules which incorporate a time line (or data date), the delay activity must be inserted at the time it actually occurred. Some software scheduling programs have a PAUSE-RESUME feature that can be used to facilitate the requirements. The updated schedule must also be accompanied by a listing of activities as with the baseline schedule. This activities list must contain the alleged delay as an activity showing the duration and the activities which are predecessors and successors to it. When computer generated schedules are used, the Contractor must provide, in electronic media format, the complete data files for the updated schedule that included the delay activity, preferably either in Suretrak or in Microsoft Project. Each electronic media must contain a label identifying the Project name, Contractor's name, program name and version number, data date and project finish date.

C. Other Documents: In order to determine the amount of the alleged delay and if it is compensable, the Contractor must provide all backup documentation relevant to the issue and as required by the Engineer. This documentation must include copies of such items as: purchase orders; delivery schedules; correspondence; memoranda of telephone calls; force account daily worksheets (initialed by the Inspector); payroll data; estimating (bid) worksheets; and any other materials which may be requested by the Engineer.

D. Procedure: Only after receipt of sufficient documentation will the Engineer analyze each alleged delay and determine if it is supported or refuted. If supported, the Engineer will determine if it is excusable or non-excusable, compensable or non-compensable. If the Engineer determines that the delay did not affect the Project Completion, the as-planned schedule, which has been updated to the date of the alleged delay, must be revised to indicate this. If the Engineer determines the delay

did occur but was N/N, then no time extension will be granted. It is imperative that an actualized schedule be submitted as soon as the occurrence of the alleged delay is known. In no event will the Contractor submit an actualized updated schedule later than 60 days after the occurrence of the alleged delay becomes known.

If the Engineer determines the delay did occur and was excusable but, due to a reason listed in section I.B. is non-compensable, he/she will determine the length of the E/N delay and prepare a Change Order to add that time to the Contract. The Engineer's decision will be final.

If the Engineer determines the delay was excusable and compensable, he/she will determine the length of the E/C delay and proceed to review the Contractor's damage calculations in accordance with Section III. The Engineer will check the Contractor's calculations, review the backup documentation provided, and prepare a Change Order to cover both the additional compensation and the time extension. The Engineer's decision on both the time extension and additional compensation for the delay will be final.

If the issue involves a concurrent delay, the Engineer will analyze available data to determine the portions which are E/C, E/N, and/or N/N as described above. The Engineer will proceed to determine the length of E/C delay and verify the Contractor's delay damage calculations, if any are provided. Upon completion of this review, the Engineer will prepare a Change Order for the Contractor's review and signature. The Engineer's decision regarding excusable delay and additional compensation for the delay is final.

The amount of time the Engineer will require to analyze the alleged delay(s) will depend upon the Engineer's workload, the complexity of the delay analysis, availability of supporting data, extent of cooperation by the Contractor, and other factors beyond the Engineer's control. It is entirely possible other delay(s) may occur while the Engineer is analyzing particular claim for delay(s). The Engineer's failure to respond to the Contractor in a set period of time will not be used as the basis for a further delay claim or as justification for extending and existing delay claim. The time required for delay analysis by the Engineer will not be counted against the time allotted for processing Final Payment as required by (MAG Section 109.7(B)) or the release of retention and Final Payment as prescribed by A.R.S. Arizona Revised Statutes §34-221.

III. CALCULATING MONETARY DELAY DAMAGES:

Additional compensation for delay, when authorized by the Engineer, will be calculated in accordance with MAG Section 109.5 ACTUAL COST WORK with the following exceptions:

A. No additional compensation or other monetary damages will be awarded or paid for any loss of anticipated profits by the Contractor, Subcontractors or Suppliers.

B. No additional compensation or other monetary damages will be awarded for home office overhead or non-project general conditions of the Contractor, Subcontractors or Suppliers.

C. Equipment:

1. Contractor-owned equipment rate calculations must be computed in accordance with Section 109.04(D)(3), Arizona Department of Transportation "Standard Specifications for Road and Bridge Construction," 2008 or latest edition and as modified herein. Year and regional adjustment factors must be based on the most recent publications of the Rental Rate Blue Book for Construction Equipment, published by the Equipment Guide-Book Company, San Jose, CA, same as provided by ADOT and in print as of the date of alleged delay. In no event will the compensation for Contractor-owned equipment exceed the purchase price, including tax, paid by the Contractor for the equipment. Compensation will not be allowed for small tools or equipment that show a daily equipment rental rate of less than $5.00 per day or for unlisted equipment that has a value of less than for hundred dollars ($400.00).
2. For leased and rented equipment or equipment not otherwise listed in the Blue Book, rental contracts, or other supporting data will be used to establish the hourly rate. No hourly operating expense will be allowed for delay on standby equipment. In no case will equipment be considered for rental which exceeds the hourly rate for the first eight hours and the daily rate divided by eight for all additional hours as compared with similar equipment listed in the Blue Book. The hourly standby rate must be computed as the lesser of:

    a. Dividing the monthly invoice or rental value by 176 hours per month when the equipment is utilized by the Contractor for more than three weeks;

    b. Dividing the monthly invoice or rental value by 40 hours per week when the equipment is utilized by the Contractor for more than three days.

    In no event will compensation be paid for delay at more than 8 hours per day or 40 hours per week.

3. Except for vehicles used by supervisory personnel, all equipment will be paid at the "standby" rate during the delay period.

4. Equipment brought solely to mitigate the delay (such as pumps, light plants, etc.) may be paid in accordance with ADOT section 109.04(D) (3).

5. The Blue Book regional adjustment will apply in determining rental rates.

D. Material:

Allowable material charges may include, in addition to material incorporated in the work material used to mitigate the delay such as barricades, plates, shoring, cold mix, etc. Except in emergencies the Contractor will not employ such material without the prior written approval of the Engineer.

E. Labor:

1. Except for Supervisory Personnel (Superintendent, Project Engineer, and Foremen), labor wages will not be paid after the first one-half day of

claimed delay or impact. It is expected the Contractor will reassign or layoff unneeded employees.

2. For Foreman wages to be included, that Foreman must have been actively employed on the project prior to the commencement of the delay and be directly responsible for the activity being delayed.

3. Labor burden must be actual amounts incurred but must not exceed the ADOT approved rate.

F. All costs (equipment, material, and labor) must be substantiated by the City of Chandler's Daily Work Reports.

IV. DOCUMENT REQUIRED FOR CLAIM ANALYSIS:

For purposes of reviewing the Contractor's request for additional compensation, it will be required that the Contractor submit the following listed information. Information requested must be prepared on forms which are substantially similar to the City of Chandler's Daily Work Report form, a copy of which is attached as an exhibit.

A. Labor:

For each employee, laborer, and foreman, for which compensation is requested: Name, classification, dates of work performed, daily hours worked, total hours worked, labor rates, labor burden rates, overtime or premium time charges. Further, the Contractor must make available for inspection and copying to the Engineer the following listed documentation.

1. Certified payroll reports for the period of work claimed.
2. Accounting of Fringe Benefits – certified by a CPA.
3. Contractor's and Subcontractor's daily field reports and daily diaries.

B. Materials:

For all materials for which compensation is requested, if any, total quantities of materials, prices, extensions and transportation costs must be provided on a daily basis. Further, the Contractor must make available for inspection and copying to the Engineer the following listed documentation.

1. Invoices for all materials incorporated.
2. Weigh tickets.
3. Purchase orders.
4. Delivery schedules.
5. Quotes or proposals from manufacturers or supplier.
6. Freight bills, Bills of Lading, or other documentation to show transportation costs.
7. Restocking charges-invoices from vendor.

C. Equipment:

For all equipment, the Contractor must provide the Engineer with the designation, dates and hours of usage, dates and hours of standby, if any, daily hours, total hours,

rental rates and extension for each unit of equipment and machinery. Rental rates will be as established in Section III. Further, the Contractor must make available for inspection and copying to the Engineer the following listed documentation.

1. Owned:
   a. Purchase contracts(s).
   b. Depreciation schedule(s).
   c. Invoices for fuel, lube, repairs and other operating costs.

2. Leased:
   a. Lease agreement with hourly rate, overtime rate, double shift rate, etc.
   b. Invoices or other documentation showing hours worked on a daily basis.

D. Subcontractors/Owner-Operators:

In the event the Contractor submits a claim which includes requests for compensation for Subcontractors of Owner-Operators, the same information requested of the Contractor must be provided by the Subcontractor/Owner-Operator. Further, the Contractor must make available for inspection and copying to the Engineer the following listed documentation.

1. Bid/Estimate work sheets and/or spreadsheets.
2. Subcontract Agreements or Agreements with Owner-Operator.
3. All invoices and billing statements received from the Subcontractor/Owner-Operator which relates to the amount requested.

E. Miscellaneous:

Further, the Contractor must make available for inspection and copying to the Engineer the following listed documentation.

1. Evidence of payment for bonds and insurance premiums (MAG 109.5.6).
2. Taxes – unless the Contractor can show otherwise, taxes are reimbursable at 65% of the total cost (less bonds and insurance).

V. TIME LIMIT ON SUBMISSIONS OF CLAIM FOR DELAY OR IMPACT DAMAGES:

No claims for delay or impact damages will be considered or allowed more than 45 days after the event or occurrence which the Contractor claims gives rise to the delay or impact. In no event will a claim for delay or impact damages be considered after submission by the Contractor of the Final Payment Request.

COST REDUCTION INCENTIVE PROPOSALS FOR DESIGN BID BUILD CONTRACTS

The Contractor may submit to the Engineer proposals for modifying the Plans, Specifications, or other requirements of the Contract for the sole purpose of reducing the total cost of Project construction. The proposals must not impair in any manner the essential functions or characteristics of the project; including but not limited to service life, economy of operations, ease of maintenance, desired appearance, compatibility with existing or planned equipment, standardization of systems, or design and safety standards.

It must not be inferred from this Policy that the Engineer is required to consider any proposal submitted.

Submissions that propose changes in the basic design of a bridge, propose changes in pipe line size, materials, bedding conditions, pipe specifications; or that propose any change in pavement design will not be considered.

Proposals submitted pursuant to this Policy will be identified as Cost Reduction Incentive Proposals. They must be submitted in writing and, at a minimum, contain the following.

1. Complete the attached or similar cost reduction incentive proposal form.

2. A description of both the existing Contract Requirements for performing the work and the proposed changes.

3. All Engineering Drawings and computations necessary for the thorough and expeditious evaluation.

4. An itemization of the existing Contract Requirements that must be changed if the Proposal is adopted and a recommendation as to the manner in which the change should be made.

5. A detailed estimate of the cost of performing the Work under the existing Contract and under the proposed changes, including the cost of developing and implementing the changes.

6. The Contract items affected by the proposed changes and any variations in quantities resulting from the changes.

7. An objective estimate of any effects the proposal will have on collateral cost to the City, costs of related items, and cost of maintenance and operation.

8. A statement as to the effect that the Proposal will have on the time for the completion of the Project.

9. A statement as to the time by which a Change Order adopting the Proposal must be executed or when the Engineer must have given verbal approval.

Proposals will be processed expeditiously; however, the City will not be liable for any delay in acting upon any Proposal nor for any failure to accept any Proposal pursuant to this Special Provision.

The Engineer will be the sole judge of the acceptability of a Proposal and of the estimated net savings in construction costs from the adoption of all or any part of the Proposal. The Contractor will be notified in writing by the Engineer as to whether his/her Proposal has been accepted. The decision by the Engineer is final.

When the City deems such action to be appropriate, it reserves the right to require the Contractor to share equally in the cost to the City of investigating, evaluating, and processing the proposal as a condition for the consideration of such Proposal. Such cost must be shared whether the Proposal is accepted or rejected. When such a condition is imposed, the City will estimate these costs and the Contractor must indicate his acceptance thereof in writing. Such acceptance will authorize the City to deduct the Contractor's share of the costs from any monies due or that may become due to the Contractor under the Contract.

If the Contractor's Proposal is accepted in whole or in part, the necessary Contract Modifications and Contract Price Adjustments will be affected by the execution of a Change Order which will specifically state that it is executed pursuant to this Special Provision.

The Contractor must continue to perform the work in accordance with the requirements of the Contract until a Change Order incorporating the Proposal has been executed or until he/she has been given verbal approval by the Engineer that his/her Proposal has been accepted. If the Change Order has not been executed or he/she has not been given verbal approval on or before the date specified on the attached cost reduction incentive proposal form or on or before such other date as the Contractor may have subsequently specified in writing, the Proposal may be deemed to be rejected.

The executed Change Order will incorporate the changes in the Plans, Specifications, or other requirements of the Contract which are necessary to permit the Proposal, or such part of it which has been accepted, to be put into effect, and will include any condition – upon which the City's approval thereof is based, if such approval is conditional. The executed Change Order may also extend the time for the completion of the Contract if such an extension has been deemed to be warranted by the Engineer as a result of his evaluation of the Proposal.

The executed Change Order will also establish the estimated net savings in the cost of performing the Work attributable to the Proposal effectuated by the Change Order. In determining the net savings, the right is reserved to the Engineer to disregard the Contract bid prices if, in his/her judgment, such prices do not represent a fair measure of the value of the Work to be performed or to be deleted. The net savings will be established by determining the Contractor's cost of performing the Work, taking into account his/her cost of developing the Proposal and implementing the change, and reducing this amount by any ascertainable collateral costs to the City. The executed Change Order may provide that the Contractor be paid 50 percent of the estimated net savings amount.

The executed Change Order may also provide for the adjustment in Contract prices. Contract prices may be adjusted by subtracting the City's share of the accrued net savings.

The amount specified to be paid to the Contractor in the executed Change Order which effectuates a Cost Reduction Proposal will constitute full compensation to the Contractor for the Cost Reduction Proposal and the performance of the work thereof pursuant to the said Change Order.

Upon acceptance of a Cost Reduction Incentive Proposal, any restrictions imposed by the

Contractor on its use or on disclosure of the information will become void, and the City thereafter will have the right to use all or any part of the Proposal without obligation or compensation of any kind to the Contractor.

COST REDUCTION INCENTIVE PROPOSAL FORM

TO: CIP City Engineer

FROM:

PROJECT NAME: RECLAIMED WATER INTERCONNECT FACILITY – PRECONSTRUCTION SERVICES

PROJECT NUMBER: WW1901.252

DATE:

Summary of Change (Brief description of proposed change including advantages and disadvantages):

ESTIMATED COST SUMMARY (Attached detailed estimate):

A.	Original Cost:	$
B.	Proposed Cost:	$
C.	Construction Savings (A-B):	$
D.	Gross Savings (Included OH %, Bond %)	$
E.	Contractor Implementing	$
F.	City Implementing Cost:	$
	Reduction in Contract Price (C+D-E-F) x 50%:	$

Date by which a Change Order must be issued so as to obtain maximum cost reduction:

CITY OF CHANDLER, ARIZONA
PUBLIC WORKS & UTILITIES DEPARTMENT

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

_____, Arizona
Date _____

Project Name: RECLAIMED WATER INTERCONNECT FACILITY – PRECONSTRUCTION SERVICES
City Project No.: WW1901.252

To the City of Chandler, Arizona

Gentlemen:

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the consideration of $_____, as set out in the final pay estimate, as full and complete payment under the terms of the contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described project. The undersigned further agrees to indemnify and save harmless the City of Chandler against any and all liens, claims or liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performances and materials furnished for the performance of said installation.

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

_____
CONTRACTOR

By _____

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

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

_____
Notary Public

_____
My Commission Expires

PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS THAT:_____

(hereinafter "Principal"), and _____ (hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, holding a certificate of authority to transact surety business in Arizona issued by the Director of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto _____(hereinafter "Obligee") in the amount of _____ (Dollars) ($_____), for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated

the _____ day of _____, 20___ for construction of **RECLAIMED WATER INTERCONNECT FACILITY – PRECONSTRUCTION SERVICES**, **WW1901.252** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

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

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

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

Witness our hands this _____ day of _____, 20__.

_____
PRINCIPAL SEAL

_____
AGENT OF RECORD

By _____

_____
SURETY SEAL

_____
AGENT ADDRESS

PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS THAT:_____

(hereinafter "Principal"), as Principal, and _____(hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto _____ (hereinafter "Obligee") in the amount of _____ (Dollars) ($_____), for the payment whereof, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20___ for construction of **RECLAIMED WATER INTERCONNECT FACILITY – PRECONSTRUCTION SERVICES**, **WW1901.252** 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 Principal promptly pays all moneys due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in said contract, this obligation is void. Otherwise it remains in full force and effect.

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

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

Witness our hands this _____ day of _____, 20__.

_____
PRINCIPAL SEAL

_____
AGENT OF RECORD

By _____

_____
SURETY SEAL

_____
AGENT ADDRESS

DISPUTE RESOLUTION

A. INFORMAL DISPUTE RESOLUTION

The parties to the Contract agree that time is of the essence in relation to performance of the Contract and completion of the Project, therefore any and all disputes in relation to the Contract will initially be referred to the Project Manager, the Design Professional Representative and/or the Contractor Representative as applicable to the dispute, for immediate resolution. If, after good faith efforts to reach a resolution, none is reached, any party to the dispute may submit the dispute to the Dispute Resolution Representative ("DRR") process set forth below, which is intended to be an expedited process.

B. DISPUTE RESOLUTION REPRESENTATIVE ("DRR") PROCESS

1. The Parties under the Contract agree that all claims and disputes in relation to the Project which are not resolved in the ordinary course of the Project ("Claim" or "Claims") will, as a prerequisite to any mediation, or litigation of the Claim, first be submitted for resolution between the designated Dispute Resolution Representatives of the Parties as set forth herein (the "DRR Process").

2. The DRR Process will be initiated through service of a DRR Notice as set forth below:

   a. For claims by the Contractor or the Design Professional, the DRR Process will be initiated by the party asserting the claim serving written notice on the City setting forth in detail: (i) the basis for the claim; (ii) the effect of the Claim upon the construction of, and/or Project Schedule for, the Project;
   (iii) the specific relief requested, the amount thereof, and how such was calculated; (iv) the parties involved in the Claim, and how they are involved; (v) the specific contract provisions in the Contract Documents (including, if applicable, drawings and specifications) which apply; and (vi) efforts made to date to resolve the Claim.

   b. For claims by the City, the DRR process will be initiated by the City providing written notice to the other parties of the basis and amount of its claim, the parties involved in the Claim, and how they are involved, the provisions in the Contract Documents that apply, and the relief requested.

   c. The DRR Notice will be hand-delivered and e-mailed to the other parties' designated Dispute Resolution Representatives.

3. The other parties will respond in writing to the DRR Notice ("DRR Response") within ten (10) calendar days of receipt of the DRR Notice, setting forth those items set forth in the DRR Notice that they agree with, dispute, and/or have questions concerning. The DRR Response will be hand-delivered and e-mailed to the other parties' Dispute Resolution Representatives.

4. The designated Dispute Resolution Representatives for the Parties to the claim will then meet as soon as possible and in any event within twenty (20) calendar days of submission of the DRR Notice (regardless of whether a DRR Response has been submitted by all parties involved in the dispute), at a mutually agreed upon time and place, to attempt to resolve the Claim based upon the DRR Notice and DRR Response.

5. At any time after the first meeting required above, either party may terminate the DRR Process by written notice to the other party.

6. The parties may agree, in writing, to extend or modify the time limits or other provisions of the DRR process in relation to a specific pending Claim.

7. Unless otherwise designated in a written notice to the other parties, the City and the representatives of the Contractor and of the Design Professional will act as the parties' designated Dispute Resolution Representatives.

8. If a resolution of the Claim is reached, that resolution must be set forth in writing and must be signed by the Parties' designated Dispute Resolution Representative. If the resolution involves a change in any Contract Documents, the Contract Price, the Project Schedule, or any other change requiring a written Change Order or Amendment, the parties must execute an appropriate written Change Order or Amendment pursuant to the terms of the Contract Documents.

C. MEDIATION

1. Unless extended by written agreement of the parties involved in the dispute, any Claim not resolved through the DRR process set forth above within five (5) calendar days after the meeting required under B (4) above, or after the DRR is terminated pursuant to ¶ B (5) above, whichever is earlier, will be submitted to mediation as a condition precedent to litigation by either party.

2. The mediation will be commenced by written demand upon the other party for mediation. If the parties cannot agree upon a mediator within ten (10) calendar days of the written demand, either party may make a request to the Civil Presiding Judge of the Maricopa County Superior Court to appoint a mediator. The mediation will occur within forth (40) calendar days of the written demand for mediation, unless the parties agree, in writing, to a longer period of time.

3. The qualifications for the mediator will be that he/she be: (a) an experienced mediator, arbitrator or litigator of construction disputes; and (b) having engaged a significant portion of his/her time involving and/or resolving construction disputes for at least the past five (5) years.

4. Each party will provide to the other party and the mediator all of the information and documentation required under B(1) and (2) above, together with any additional information and documentation which the party believes relevant. In addition, the parties will exchange, and provide to the mediator such additional memoranda, information and/or documentation, as the

mediator may request, and in the form and at such times, as the mediator may direct.

5. The parties will share the mediator's fee and any filing fees equally. The mediation will be held in Chandler, Arizona, unless another location is mutually agreed upon. Agreements reached in mediation will be specifically enforceable in any court having jurisdiction thereof.

D. LITIGATION

Any claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those claims waived as provided for in the Contract Documents, must be resolved through litigation in the Maricopa County, Arizona Superior Court.

CITY OF CHANDLER, ARIZONA
PUBLIC WORKS & UTILITIES DEPARTMENT

CERTIFICATE OF COMPLETION

PROJECT NAME:	**RECLAIMED WATER INTERCONNECT FACILITY – PRECONSTRUCTION SERVICES**		
CITY PROJECT NO.:	**WW1901.252**		
If Federally Funded:			
FEDERAL NO.:	**WW1901.252**	**TRACS NO:**	**WW1901.252**

(*This section to be completed by Prime*)
I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER FOR THIS PROJECT HAVE BEEN DELIVERED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND BID SPECIFICATIONS AND ALL ACTIVITIES REQUIRED BY THE CONTRACTOR UNDER THE CONTRACT HAVE BEEN COMPLETED AS OF THE COMPLETION DATE LISTED HERE:

COMPLETION DATE:	

PRIME

FIRM NAME:			
PRINCIPAL:			
TITLE:			
SIGNATURE:		DATE:	

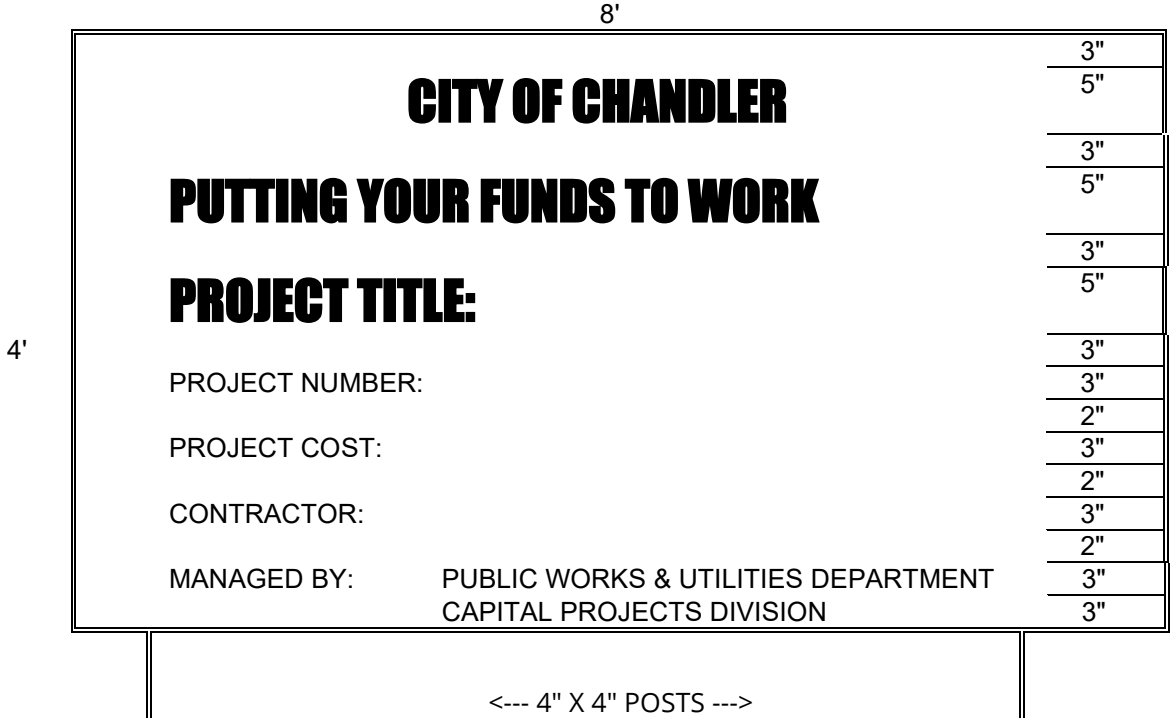
CERTIFIED BY ENGINEER/CONSULTANT:

FIRM NAME:			
SIGNATURE:		DATE:	

PROJECT ACCEPTED BY CITY OF CHANDLER:

FIRM NAME:			
SIGNATURE:		DATE:	

CONSTRUCTION SIGN DETAIL



NOTES:

SIGN(S) MUST BE FURNISHED AND ERECTED PRIOR TO COMMENCEMENT OF CONSTRUCTION. POSTS MUST BE ANCHORED A MINIMUM OF TWO FEET INTO THE GROUND. BOTTOM OF SIGN MUST BE A MINIMUM OF FOUR FEET ABOVE THE GROUND.

TYPICAL PROJECT IDENTIFICATION SIGN FOR GENERAL PROJECTS MUST BE NON-REFLECTORIZED GREEN BACKGROUND, AND NON-REFLECTORIZED WHITE LETTERS AND NUMERALS.

ONE SIGN MUST BE ERECTED FOR BUILDINGS AND OTHER LIMITED AREA SINGLE SITES. FOR MULTIPLE SITES, ONE SIGN MUST BE ERECTED AT EACH SITE.

FOR LINEAR PROJECTS ONE HALF MILE OR LONGER, PLACE ONE SIGN AT EACH END OF THE PROJECT.

COST OF THE WORK

(APPLICABLE SOLELY TO CONSTRUCTION MANAGER AT RISK AND JOB ORDER CONTRACTING)

SECTION 1 – COSTS TO BE REIMBURSED

1.1 Cost of the Work

The term Cost of the Work will mean costs necessarily incurred by Contractor in the proper performance of the Work. Such costs must be at rates not higher than the standard paid at the place of the Project except with prior consent of City. The Cost of the Work will include only the items set forth in this Section 1.

1.2 Labor Costs

1.2.1 Wages of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with City's approval, at off-site workshops. Cost to be reimbursed will be the actual wages paid to the individuals performing the work.

1.2.2 Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site with City's approval. No Contractor personnel stationed at the Contractor's home or branch offices will be charged to the Cost of the Work. Non-field office based Contractor management and support personnel are expected to provide service and advice from time to time throughout the job and his/her time devoted to Project matters is considered to be covered by the Contractor's Fee.

1.2.3 Wages and salaries of Contractor's supervisory or administrative personnel who would normally be stationed at the field office in accordance with Section 1.2.2 but who become engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of his/her time required for the Work. Employee bonuses and/or costs associated with Employee Stock Ownership Plans ("ESOP") will not be considered reimbursable labor or labor burden costs and will be considered non-reimbursable costs considered to be covered by the Contractor's Fee.

1.2.4 Costs paid or incurred by Contractor for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holiday, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Subparagraphs 1.2.1 through 1.2.3.

1.2.4.1 Cost of the Work will include the actual net cost to Contractor for worker's compensation insurance attributable to the wages chargeable to the Cost of Work per this Agreement. The actual net cost of worker's compensation must take into consideration all cost adjustments due to experience modifiers, premium discounts, policy dividends, retrospective rating plan premium adjustments, assigned risk pool rebates, any applicable weekly maximums, etc. Contractor may charge an estimated amount for worker's compensation insurance costs, but will make appropriate cost adjustments to actual costs within 45 days of receipt of actual cost adjustments from the insurance carrier.

1.2.4.3 Overtime wages paid to salaried personnel (if approved in advance in writing by City) will be reimbursed at the actual rate of overtime pay paid to the individual. No time charges for overtime hours worked on the Project will be allowed if the individual is not paid for the overtime worked.

1.2.4.4 Any overtime premium or shift differential expense to be incurred by Contractor for hourly workers will require City's advance written approval before the incremental cost of the overtime premium or shift differential will be considered a reimbursable cost. If the Contractor is required to work overtime as a result of an inexcusable delay or other coordination problems caused by the Contractor or anyone he/she is responsible for, the overtime premium and/or shift differential expense portion of the payroll expense and related labor burden costs will be considered as cost not to be reimbursed.

1.2.4.5 Reimbursable labor burden costs will be limited to payroll taxes, worker's compensation insurance, the employer's portion of union benefit costs for union employees working on the Project, and the actual verifiable fringe benefit costs incurred by Contractor for non-union individuals working on the Project subject to the following maximum percentages for the following reimbursable non-union fringe benefit costs. The following maximums (as a percentage of reimbursable actual wages by individual) will apply for each of the following types of fringe benefit costs specifically attributable to each of the non-union personnel working on the Project:

- Medical Insurance, Dental, Life & AD&D Insurance: 12.00%
- Holiday, vacation and other paid time not worked: 10.00%
- Pension Plan Contributions to Vested Employee Account, Simplified Employee Pension Plans, or 401K matching plans (Note: ESOP related costs are covered by the Contractor Fee) 10.00%

For non-union personnel, no other fringe benefit costs (other than the three specific categories listed immediately above, will be considered reimbursable Cost of Work. Any labor burden costs that are in excess of the amounts considered reimbursable or are otherwise not considered reimbursable under the terms of this agreement are intended to be covered by the Contractor Fee.

1.3 Subcontract Costs

1.3.1 Payments made by Contractor to Subcontractors in accordance with the requirements of the subcontracts.

1.3.2 For Scope of Work Bid Packages typically performed by Subcontractors, Contractor may "self- perform" such work on an actual cost basis subject to an agreed upon Guaranteed Maximum Price for the "self-performed work". The Contractor must, unless agreed to by City in writing, bid his/her proposed guaranteed Maximum Price for the work to be "self-performed" against at least three other interested trade Contractors. All savings under any such Subcontract for "self-performed work" must be applied to reduce the Cost of Work under the Contract and the Guaranteed Maximum Price. For purposes of defining "self-performed work" subject to this provision, any division of Contractor, or any separate Contractor or Subcontractor that is partially owned or wholly owned by the Contractor or any of his/her employees or employee's relatives will be considered a related party entity

and will be subject to this provision regarding "self-performed work". No self-performed work will be allowed to be performed on a Fixed Price basis.

1.3.3 Contractor (with respect to its Suppliers, Subcontractors and all lower tier Subcontractors) must provide City advance written notice and must obtain City's approval for any proposed Subcontract Change Order, Material Purchase Order, or other financial commitment in an amount in excess of $5,000 prior to placing such order or entering into such agreement (regardless of whether or not any such commitment will affect the prime contract Guaranteed Maximum Cost). It is agreed that sums applicable to any Subcontract Change Order, Purchase Order or other financial commitment entered into in violation of the above notice and approval requirement will not be included in the amounts owning to Contractor, Subcontractors or Suppliers whether as Costs of the Work or as reasonable termination costs in the event of termination.

1.4 Costs of Material and Equipment Incorporated in the Completed Construction

1.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

1.4.2 Costs of materials described in the preceding Subparagraph 1.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, in any, will become City's property at the completion of the Work or, at City's option, may be sold by the Contractor. Any amounts realized from such sales must be credited to City as a deduction from the Cost of Work.

1.4.3 Proceeds from the sale of recyclable materials, scrap, waste, etc. will be credited to job cost.

1.5 Costs of Other materials and Equipment, Temporary Facilities and Related Items

1.5.1 Costs, including transportation and storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers, that are provided by the Contractor at the site and fully consumed in the performance of the Work; and cost (less salvage value) of such items if not fully consumed, whether sold to others or retained by Contractor. Cost for items previously used by Contractor will mean fair market value.

1.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by Contractor at the site, whether rented from Contractor or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of equipment rented will be subject to City's prior written approval.

1.5.2.1 The Projected usage for each piece of equipment to be rented for use on the Project and the estimated total rentals must be considered by Contractor before the piece of equipment is rented so that an appropriate rent versus buy decision can be made. Purchased equipment must be considered "job owned". At the completion of the Project, Contractor must transfer title and possession of all remaining job-owned equipment to City, or Contractor may keep any such equipment for an appropriate fair market value credit to job cost, which will be mutually agreed to by City and Contractor.

1.5.2.2 Each piece of equipment to be rented must have hourly, daily, weekly and monthly rates and the most economical rate available will be reimbursed based on the circumstances of actual need and usage of the piece of equipment while it is stationed at the jobsite. When the piece of equipment is no longer needed for the work, no rental charges will be reimbursed if the piece of equipment remains at the jobsite for the convenience of Contractor.

1.5.2.3 Equipment Rental Rates

1.5.2.3.1 Compensation for equipment used on the Project will be paid in accordance with the Equipment Plan submitted by Contractor in the accepted GMP Proposal and no payments will be made in excess of the rates set forth in the Equipment Plan, or actual documented costs, whichever is less.

1.5.2.3.2 All equipment rental rates and costs are subject to City's right to audit when submitted as part of Equipment Plan and/or at any time during the Project.

1.5.2.4 The aggregate rentals chargeable for each piece of Contractor owned tools or equipment must not exceed 50% of the fair market value of such equipment at the time of its commitment to the Work. The original purchase price and date of purchase of the equipment will be documented with a copy of the purchase invoice for the piece of equipment. Such aggregate limitations will apply and no further rentals will be charged even if a piece of equipment is taken off the job and is later replaced by a similar piece of equipment. For purposes of computing the aggregate rentals applicable to aggregate rental limitations, rental charges for similar pieces of equipment will be combined if the pieces of equipment were not used at the same time.

1.5.2.5 Fair market value for used material and equipment as referred to in the Contract Documents will mean the estimated price a reasonable purchaser would pay to purchase the used material or equipment at the time it was initially needed for the job. Note: This is usually lower than the price a reasonable purchaser would pay for similar new construction material or construction equipment.

1.5.2.6 All losses resulting from lost, damaged or stolen tools and equipment will be the sole responsibility of Contractor, and not City, and the cost of such losses will not be reimbursable under the Contract.

1.5.2.7 Contractor will be required to maintain a detailed equipment inventory of all job-owned equipment (either purchased and charged to job cost or job-owned through aggregate rentals) and such inventory must be submitted to City each month. For each piece of equipment, such inventory should contain at a minimum (1) original purchase price or acquisition cost (2) acquisition date (3) approved Fair Market Value at the time the piece of equipment was first used on the job and (4) final disposition.

1.5.2.8 All costs incurred for minor maintenance and repairs will be reimbursed at actual cost. Such costs include routine and preventative maintenance, minor repairs and other incidental costs. Repairs and/or replacement of a capital nature are considered to be covered by the rental rates. Major repairs and overhauls are not considered routine and ordinary; consequently such costs are not reimbursable and are intended to be covered by the rental

rates.

1.5.3 Costs of removal of debris from the Site.

1.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

1.5.5 That portion of the reasonable expenses of Contractor's personnel incurred while traveling in discharge of duties connected with the Work.

1.5.5.1 No travel expenses will be reimbursed to Contractor's representatives unless Project related travel required them to travel to a destination more than 100 miles from the Project location. Any travel involving airfare will require advance written approval by an authorized City's representative.

1.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, if approved in advance by the City.

1.5.7 Reproduction costs will be the actual costs of reproduction subject to a maximum of five cents ($.05) per square foot for prints and a maximum of five cents ($.05) per 8 ½ by 11-inch page for offset print or photo copied contract documents, specifications, etc. Telephone costs will be the actual costs paid to the third party telephone company for the field office telephone.

1.6 Miscellaneous Costs

1.6.1 That portion of insurance and bond premiums that can be directly attributed to the Contract. The City will reimburse Contractor for contractually required bond at time of first pay application for GMP and Cost-Based contracts upon receipt of proof of payment from the Contractor. If the Contractor completes Work for less than the Contract Price, Contractor must credit the City a pro- rated amount for the unused portion of the bond payment

1.6.1.1 Contractor's actual cost for insurance will be considered to be included within the Maximum limit for General Conditions Costs. All premiums for any insurance and bonds required for the Project must reflect the net actual costs to Contractor after taking into consideration cost adjustments due to experience modifiers, premium discounts, policy dividends, retrospective rating plan premium adjustments, assigned risk pool rebates, refunds, etc.

1.6.1.2 The amount to be reimbursed to Contractor for all contractually required insurance will be actual costs not to exceed a total of 2% of the Contract Value, unless Contractor establishes to City's satisfaction that the actual cost is higher and City agrees to such actual higher cost in writing. If Contractor's cost of contractually required insurance is greater than the amount agreed to be reimbursed per this Contract Provision, the difference will be considered to be covered by the Contractor's Fee. The City will reimburse Contractor for contractually required insurance on a monthly basis for GMP and Cost-Based contracts. If Contractor can demonstrate substantial savings by paying for all insurance in advance, the City may agree to reimburse all insurance costs at time of first pay application

for GMP and Cost-Based contracts with proof of payment from Contractor.

1.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work.

1.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which Contractor is required by the Contract Documents to pay.

1.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work and which do not fall within the scope of ¶ 1.7.3 below.

1.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suites or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against Contractor resulting from such suites or claims and payments of settlements made with City's consent. However, such costs of legal defenses, judgments and settlements must not be included in the calculation of the Contractor's Fee or subject to the Guaranteed Maximum Price.

1.6.6 Data processing costs related to the Work. However, any such data processing costs will be limited to the cost of personal computer hardware used at the field office in the normal day to day administration, management and control of the Project. The aggregate charges for any such hardware must not exceed the Fair Market Value of the hardware at the time it was brought to the field office. If the total charges for any particular piece of hardware reach an amount equal to the Fair Market Value, that particular piece of hardware must be turned over to City whenever it is no longer needed for the Project. If Contractor elects to keep the particular piece of hardware, the job costs must be credited with a mutually agreeable amount which will represent the Fair Market Value of the particular piece of hardware at the time it was no longer needed for the job. Software or other costs associated with the use of computer programs will not be considered to be a reimbursable cost and will be considered to be covered by the Contractor's Fee.

1.6.7 Deposits lost for causes other than Contractor's negligence or failure to fulfill a specific responsibility to City as set forth in the Contract Documents.

1.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between City and Contractor, reasonably incurred by Contractor in the performance of the Work and with City's prior written approval; which approval will not be unreasonably withheld.

1.6.9 Expenses incurred in accordance with Contractor's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, if pre-approved by City in writing. If City authorizes the reimbursement of relocation costs, the reimbursable relocation expenses will be limited to a maximum of $50,000 per person. Any relocation cost incurred by Contractor in excess of the amount reimbursed by City will be considered to be covered by the Contractor's Fee.

1.7 Other Costs and Emergencies

1.7.1 Other costs incurred in the performance of the Work if and to the extent approved in

advance in writing by City.

1.7.2 Costs due to emergencies incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

1.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by Contractor, Subcontractors or Suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of Contractor and only to the extent that the cost of repair or correction is not recoverable by Contractor from insurance, sureties, Subcontractors or Suppliers.

1.8 Related Party Transactions

1.8.1 The term "related party" will mean a parent, subsidiary, affiliate or other entity having common ownership or management with Contractor; any entity in which any stockholder in, or management employee of, Contractor owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of Contractor. The term "related party" includes any member of the immediate family of any person identified above.

1.8.2 If any of the costs to be reimbursed arise from a transaction between Contractor and a related party, Contractor must notify City in writing of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If City, after such notification, authorizes in writing the proposed transaction, then the cost incurred will be included as a cost to be reimbursed, and Contractor must procure the Work, equipment, goods or service from the related party, as a Subcontractor. If City fails to authorize the transaction, Contractor must procure the Work, equipment, goods or service from some person or entity other than a related party.

SECTION 2 – COSTS NOT TO BE REIMBURSED

2.1 The Cost of Work must not include:

2.1.1 Salaries and other compensation of Contractor's personnel stationed at Contractor's principal office or offices other than the site office, except as specifically provided in Subparagraphs 1.2.2 and 1.2.3.

2.1.2 Expenses of Contractors' principal office and offices other than the site office.

2.1.3 Overhead and general expenses, except as may be expressly included in Section 1.

2.1.3.1 Costs of Contractor's home office computer services or other outside computer processing services will be considered overhead and general expense. Accordingly, Contractor should not plan to perform any such computer related services or alternatives at the field office when such services or functions can be performed at Contractor's home or branch offices, or other outside service locations.

2.1.4 Contractor's capital expenses, including interest on Contractor's capital employed for the Work.

2.1.5 Rental costs of machinery and equipment, except as specifically provided in subparagraph 1.5.2.

2.1.6 Except as provided in Subparagraph 1.7.3 of the Agreement, costs due to the negligence or failure to fulfill a specific responsibility of Contractor, Subcontractors and Suppliers or anyone directly or indirectly employed by any of them or for whose acts of them may be liable.

2.1.7 Any cost not specifically and expressly described in Section 1.

2.1.8 Costs, other than costs included in Change Orders approved by City that would cause the GMP to be exceeded.

SECTION 3 – DISCOUNTS, REBATES, REFUNDS AND SAVINGS

3.1 Cash discounts obtained on payments made by Contractor will accrue to City if (1) before making the payment, Contractor included them in an Application for Payment and received payment therefore from City, or (2) City has deposited funds with Contractor with which to make payments; otherwise, cash discounts will accrue to Contractor. Trade discounts, rebates, refunds and amounts received from sales or surplus materials and equipment will accrue to City, and Contractor must make provisions so that they can be secured.

3.1.1 Cost of the Work will be credited with all insurance policy discounts, performance and payment bond rebates or refunds, refunds or return premiums from any Subcontractor default insurance, refunds or rebates from any Contractor controlled insurance programs applicable to the Project, merchandise rebates of any nature, refunds of any nature, insurance dividends; and a portion of any volume rebates or free material credits earned with purchase of material or other goods and services charged to the job.

3.1.2 "Cash" discounts which may accrue to Contractor will be limited to a maximum of 1.5% of invoice cost. Any portion of "Cash" discounts greater than 1.5% will automatically accrue to City if Contractor is eligible to take advantage of the discounts.

3.2 Amounts that accrue to City in accordance with the provisions of Paragraph 3.1 will be credited to City as a deduction from the Cost of the Work.

3.3 Any and all savings on the GMP, or any separately guaranteed items comprising the GMP, will belong to City, subject to any express right in the Contract for Contractor to share in savings. Savings are subject to City's right to audit, and may be audited separately.

SECTION 4 – GENERAL CONDITIONS COSTS

4.1 General Conditions Costs may include, but are not limited to, the following types of costs incurred by Contractor during construction of the Work to the extent they are reimbursable Costs of the Work as delineated above: payroll costs 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 (e.g. loading/unloading, clean-up, etc.), administrative office personnel, 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 liability insurance premiums not included in labor burdens for direct labor costs, costs of bond premiums, costs of consultants not in the direct employ of Contractor or Subcontractors, fees for permits and licenses.

4.2 General Conditions Costs may be paid on a percentage of the Contract Price or on a lump/stipulate sum basis as set forth in the Contract. All costs included in the General Conditions Costs will not be separately invoiced to or paid by City.

4.3 The total amount of General Conditions Costs for the Work may be divided by the number of days allowed for performance of the Work, to determine a fixed daily rate for General Conditions Costs that may be used in computing the General Conditions Costs allocated to any period of time, or for any adjustments in the General Conditions Costs agreed to in writing by City.

LANDSCAPE ESTABLISHMENT PERIOD

Section 1 – Description and General

Contractor is in direct control of work performed under the Landscape Establishment Period. If work is subcontracted, a representative of the Contractor will be present at the site of the work for all hours that the subcontractor works. Subcontracting of Landscape Establishment work will be permitted for weed eradication with herbicides, because of special licensing. A licensed temporary service may be used to supply labor to Contractor if Contractor has received approval from City Representatives. Contractor will submit the required subcontract documentation.

Contractor must provide adequate personnel to accomplish the required maintenance of the plant materials at intervals acceptable to City Representatives.

If not healthy at the end of the maintenance period, the maintenance must be continued until the plant material is approved by City.

1.1 Time and Schedule

Unless otherwise expressly agreed to in writing by City, the Landscape Establishment Period will be per General Conditions Section 6.5.4.

1.2 Planted Stock and Seeding Establishment

1.2.1 Tree planting and staking must be per City of Chandler Standard Detail C-801.

1.2.2 All trees will stand erect on their own without stakes when brought to this site. If the tree cannot stand on its own when nursery stakes are removed, the tree will be removed and replaced.

1.3 Pre-Emergent Herbicide and Weed Control

1.3.1 Contractor will provide three applications of an approved pre-emergent herbicide on all unpaved areas of the project, as directed by City Representatives, to control weed growth in all areas of the project. The number of applications may be increased as directed by the City Representative, and at no additional cost to City, if the City Representative deems additional applications are required to control weed growth.

1.3.2 Application sequence will be approved in advance by City. The first application of pre-emergent will be completed prior to the application of Decomposed Granite and will be included with the cost of the Decomposed Granite as specified and part of the Construction Phase portion of work. The second application of pre-emergent will be completed after installation of the Decomposed Granit and no later than half-way through the Landscape Establishment Period. The third and final application of pre-emergent will be applied 15 days prior to completion of the Landscape Establishment portion of the project. The second and third pre-emergent applications will be included with the cost of Landscape Establishment. Watering will be completed in accordance with the manufacturer's recommendations, as included and as related to each application.

1.3.3 The pre-emergent herbicide will be applied in accordance with the Technical Specifications and the recommendations of the pre-emergent herbicide manufacturer, as approved by City Representatives.

1.3.4 The control of weeds will be accomplished by the use of herbicides. Manual removal of weeds will be required, after herbicides have taken affect.

1.3.5 Contractor is responsible for the removal and disposal of all trash and debris that during the Landscape Establishment Period. Contractor will keep the project in a neat and orderly manner during the duration of the Landscape Establishment Period.

1.4 Water

The water used during Landscape Establishment to properly maintain the plant material will be furnished by City, at designated sources from within the project limits, at no charge to Contractor. Contractor will be responsible for all equipment, materials and labor necessary to load, transport and unload water for watering purposes.

1.5 Plant Material Replacements

The plant material replacement will be considered as included in the work for Landscape Establishment, and will be made at no charge to the City.

1.5.1 Shrub and Plant Replacement - During the second half of the Landscaping Establishment period, Contractor will provide, where required, plant replacements as follows:

Original Size	**Replacement Size**
1 gallon	5 gallon
5 gallon	15 gallon
15 gallon	24-inch box
36-inch box	48-inch box

1.5.2 Tree Replacement – During the second half of the Landscape Establishment Period, Contractor will provide plant material replacements for existing plants that die as follows:

Existing Plant Material Sizes	**Replacement Size**
Trees:	
2-inch Caliper	24-inch box
4-inch Caliper	36-inch box
6-inch Caliper and greater	54-inch box
Shrubs:	
All Existing Shrubs	15 gallon

1.6 Measurement and Payment

See Technical Specifications for Measurement Payment provisions.

CHANDLER arizona
Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** CP21-171

Date: July 12, 2021

To: Mayor and Council

Thru: Joshua H. Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
John Knudson, Public Works and Utilities Director
Andrew Goh, Capital Projects Manager

From: Sandra Story, Engineering Project Manager

Subject: Professional Services Agreement No. WW1901.452, with Wilson Engineers, LLC, for the Water Reclamation Facility Improvements Construction Management Services

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Proposed Motion:

Move City Council award Professional Services Agreement No. WW1901.452, to Wilson Engineers, LLC, for the Water Reclamation Facility Improvements Construction Management Services, in an amount not to exceed $4,776,670.

Background/Discussion:

The City provides wastewater services to over 260,000 residents. The Ocotillo Water Reclamation Facility, located at 3333 South Old Price Road, was originally built in 1985. The Airport Water Reclamation Facility, located at 905 East Queen Creek Road, was originally built in 1998. Both facilities are in need of rehabilitation due to aging infrastructure. Major efforts of this project will include the replacement of sand media filters with updated cloth media technologies, rehabilitation of secondary clarifiers, replacement of large diameter blower piping and related instrumentation, and electrical upgrades.

On February 25, 2021, City Council awarded Construction Manager at Risk Contract No. WW1901.401 GMP-1, to McCarthy Building Companies, Inc., for the Water Reclamation Facility Improvements, that included the procurement of disc filters and stainless steel gates, demolition, and concrete work at the Airport Water Reclamation Facility. This agreement is for the construction management services of the Construction Manager at Risk Contract No. WW1901.401 GMP-2, with McCarthy Building Companies, Inc., for the Water Reclamation Facility Improvements.

The project scope of work consists of pre-construction assistance, weekly meetings, drawing submittals, inspection services, utility coordination, record drawings, and project close-out. The contract completion time is 760 calendar days following Notice to Proceed.

A related Construction Manager at Risk Contract with McCarthy Building Companies, Inc., for the Water Reclamation Facility Improvements, is also scheduled for this City Council meeting.

Evaluation:

The selection process was conducted in accordance with City policy and procedure and State law. Staff recommends approval of this agreement with Wilson Engineers, LLC, based on qualifications, relevant firm experience, team experience, project understanding, and project approach.

Fiscal Impact

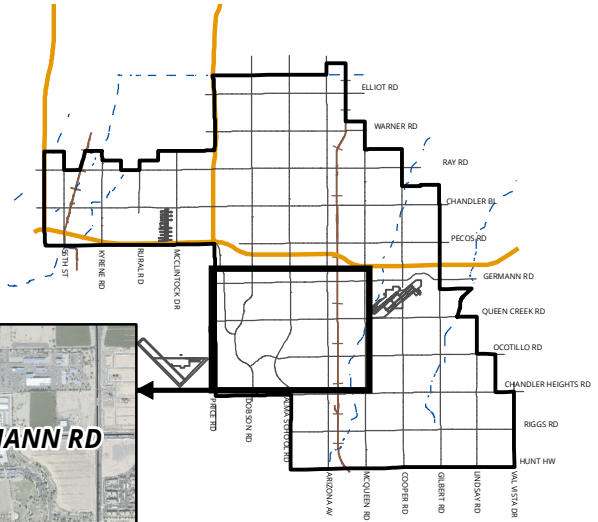
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
615.3910.6814.6WW621	Wastewater Operating	Water Reclamation Improvements	$3,964,636	Y
610.3910.6817.6WW189	Reclaimed Water SDF	Effluent Reuse & Recovery Wells	$812,034.	Y

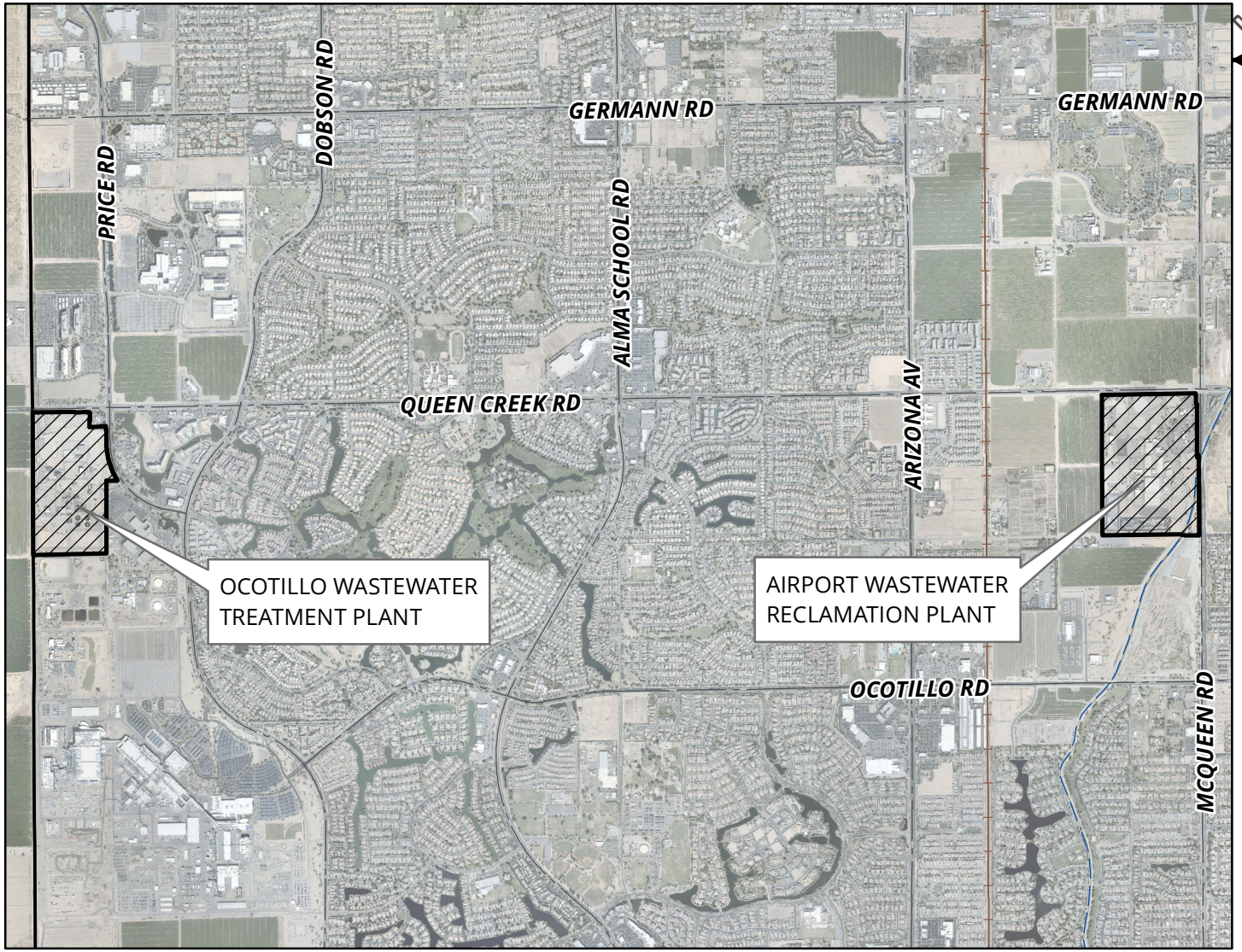
Attachments

Location Map
Agreement - Wilson Engineers, LLC

CHANDLER arizona

WATER RECLAMATION FACILITY IMPROVEMENTS - GMP 2 CONSTRUCTION MANAGEMENT SERVICES PROJECT NO. WW1901.452





MEMO NO. CP21-171

PROJECT SITE

NTS

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PROFESSIONAL SERVICES AGREEMENT
Construction Management Services
WATER RECLAMATION FACILITY IMPROVEMENTS - GMP 2 CONSTRUCTION MANAGER SERVICES

Project No. WW1901.452

Council Date: July 15, 2021 Item No.

THIS AGREEMENT ("Agreement") is made and entered into on the _____ day of_____, 2021 ("Effective Date"), by and between City of Chandler, an Arizona municipal corporation, ("City"), and **Wilson Engineers, LLC**, an Arizona limited liability company, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. City proposes to engage Consultant to provide Construction Management Services for **WATER RECLAMATION FACILITY IMPROVEMENTS - GMP 2 CONSTRUCTION MANAGER SERVICES** project as more fully described in **Exhibit "A"**, which is attached to and made a part of this Agreement by this reference.

B. Consultant is ready, willing, and able to provide the services described in **Exhibit "A"** for the compensation and fees set forth and as described in **Exhibit "B"**, which is attached to and made a part of this Agreement by this reference.

C. City desires to contract with Consultant to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Consultant agree as follows:

SECTION I--CONSULTANT'S SERVICES

Consultant must perform the services described in **Exhibit "A"** to City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Consultant under this Agreement must be performed in a skilled and workmanlike manner. All fixtures, furnishings, and equipment furnished by Consultant as

part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION II--PERIOD OF SERVICE

Consultant must perform the services described in **Exhibit "A"** for the term of this Agreement. Unless amended in writing by the Parties, the Agreement term expires **760** calendar days after the Notice to Proceed (NTP) Date.

SECTION III--PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Consultant's compensation and fees as more fully described in **Exhibit "B"** for performance of the services approved and accepted by City under this Agreement must not exceed **$4,776,670** for the full term of the Agreement. Consultant may not increase any compensation or fees under this Agreement without the City's prior written consent. Consultant must submit monthly requests for payment of services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subconsultant's or supplier's actual requests for payment plus similar narrative and listing of their work. Consultant must submit an Application and Certification for Payment Sheet with the monthly request for payment to: CapitalProjects.Payables@chandleraz.gov. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on the service during the preceding month. All requests for payment must be submitted to City for review and approval. City will make payment for approved and accepted services within 30 calendar days of City's receipt of the request for payment. Consultant bears all responsibility and liability for any and all tax obligations that result from Consultant's performance under this Agreement.

SECTION IV--CITY'S OBLIGATIONS

As part of Consultant's services under this Agreement, City will provide furnished items, services, or obligations as detailed in **Exhibit "D"**.

SECTION V--GENERAL CONDITIONS

5.1 Notices. Unless otherwise provided herein, demands under this Agreement must 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:	City of Chandler Public Works & Utilities Department Attn: CIP City Engineer P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008 Phone: 480-782-3343 Email: andrew.goh@chandleraz.gov
With a Copy to:	Project Manager City of Chandler Public Works & Utilities Department P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008
To Consultant:	Wilson Engineers, LLC 1620 W. Fountainhead Pkwy., Ste. 501 Tempe, AZ 85282 Statutory Agent Name: Stephen M. Todd Statutory Agent Physical Address: 1620 W. Fountainhead Pkwy., Ste. 501 Tempe, AZ 85282 Statutory Agent Mailing Address: (if different than mailing address)
	Consultant's Authorized Project Representative Name: Uday Kumar Gandhe Title: Principal Physical Address: 1620 W. Fountainhead Pkwy., Ste. 501 Tempe, AZ 85282 Mailing Address: (if different than mailing address) Phone: 480-893-8860 Email: uday.gandhe@wilson-engineers.com

5.2 Records/Audit. Records of Consultant's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between City and Consultant must be kept on the basis of generally accepted accounting principles and must be made available to City and its auditors for up to three years following City's final acceptance of the services under this Agreement (this requirement is increased to five years if construction of this project is federally funded). City, its authorized representative, or any federal agency, reserves the right to audit Consultant's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from Consultant following final contract payment on this Agreement if, upon audit of Consultant's records, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data. Consultant will include a similar provision in all of its contracts with subconsultants who provide services under the Agreement to ensure that City, its authorized representative, or the appropriate federal agency, has access to the subconsultants' records to verify the accuracy of all cost and pricing data. City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from Consultant following

final payment on this Agreement if the above provision is not included in subconsultant agreements, and one or more subconsultants refuse to allow City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, Consultant will be liable for reimbursement of the reasonable, actual cost of the audit.

5.3 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by City. However, before any modified work is started, a written amendment must be approved and executed by City and Consultant. Such amendment must not be effective until approved by City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to Consultant may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra services or materials furnished by Consultant will be allowed by City except as provided herein, nor must Consultant do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by Consultant without prior written authorization will be at Consultant's own risk, cost, and expense, and Consultant hereby agrees that without written authorization Consultant will make no claim for compensation for such work or materials furnished.

5.4 Termination. City and Consultant hereby agree to the full performance of the covenants contained herein, except that City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by Consultant. In the event City abandons or suspends the services, or any part of the services as provided in this Agreement, City will notify Consultant in writing and immediately after receiving such notice, Consultant must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, Consultant must deliver to City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by City. Consultant must appraise the work Consultant has completed and submit Consultant's appraisal to City for evaluation. City may inspect Consultant's work to appraise the work completed. Consultant will receive compensation in full for services performed to the date of such termination. The fee will be paid in accordance with Section Ill of this Agreement, and as mutually agreed upon by Consultant and City. If there is no mutual agreement on payment, the final determination will be made in accordance with the "Disputes" provision in this Agreement. However, in no event may the fee exceed the fee set forth in Section Ill of this Agreement nor as amended in accordance with Section "Alteration in Character of Work." City will make the final payment within 60 days after Consultant has delivered the last of the partially completed items and the Parties agree on the final fee. If City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.5 Indemnification. To the extent permitted by law, the Consultant ("lndemnitor") must

indemnify, save and hold harmless City and its officers, officials, agents and employees ("lndemnitee") from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) ("Claims") caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Consultant or any of its owners, officers, directors, agents, employees, or subconsultants in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of Consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Consultant must indemnify lndemnitee from and against any and all Claims, except those arising solely from lndemnitee's own negligent or willful acts or omissions. Consultant is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, Consultant agrees to waive all rights of subrogation against lndemnitee for losses arising from or related to this Agreement. The obligations of Consultant under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Consultant must procure insurance under the terms and conditions and for the amounts of coverage set forth in **Exhibit "C"** against claims that may arise from or relate to performance of the work under this Agreement by Consultant and its agents, representatives, employees, and subconsultants. Consultant and any subconsultant must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. City in no way warrants that the minimum limits stated in **Exhibit "C"** are sufficient to protect Consultant from liabilities that might arise out of the performance of the work under this Agreement by Consultant, Consultant's agents, representatives, employees, or subconsultants. Consultant is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. Consultant agrees to provide City such other duly executed documents as may be reasonably requested by City to implement the intent of this Agreement.

5.8 Successors and Assigns. City and Consultant each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither City nor Consultant may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and City.

5.9 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between Consultant and City, the final determination at the administrative level will be made by City Engineer.

5.10 Completeness and Accuracy of Consultant's Work. Consultant must be responsible for the completeness and accuracy of Consultant's services, data, and other work prepared or

compiled under Consultant's obligation under this Agreement and must correct, at Consultant's expense, all willful or negligent errors, omissions, or acts that may be discovered. Correction of errors disclosed and determined to exist during any construction of the project on architectural or engineering drawings and specifications must be accomplished by Consultant. The cost of the design necessary to correct those errors attributable to Consultant and any damage incurred by City as a result of additional construction costs caused by such engineering or architectural errors will be chargeable to Consultant and will not be considered a cost of the Work. The fact that City has accepted or approved Consultant's work will in no way relieve Consultant of any of Consultant's responsibilities.

5.11 Reporting. Written monthly reports, along with updated work schedules, will be made by Consultant in the format prescribed by City. These reports will be delivered to City per schedule. When requested by City, Consultant will attend Council meetings and provide finished documents including correspondence for Council action, supporting charts, graphs, drawings and colored slides of same.

5.12 Withholding Payment. City reserves the right to withhold funds from Consultant's payments up to the amount equal to the claims City may have against Consultant until such time that a settlement on those claims has been reached.

5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Consultant. For this Agreement Consultant constitutes an independent contractor. Any provisions in this Agreement that may appear to give City the right to direct Consultant as to the details of accomplishing the work or to exercise a measure of control over the work means that Consultant must follow the wishes of City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, Consultant must submit to City detailed resumes of key personnel that will be involved in performing services prescribed in the Agreement. City hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that Consultant desires to change key personnel while performing under the Agreement, Consultant must submit the qualifications of the new personnel to City for prior approval. Key personnel include, but are not limited to, principals-in-charge, project manager, and project Consultant. Consultant will maintain an adequate and competent staff of qualified persons, as may be determined by City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If City objects, with reasonable cause, to any of Consultant's staff, Consultant must take prompt corrective action acceptable to City and, if required, remove such personnel from the Project and replace with new personnel agreed to by City.

5.16 Consultants or Subconsultants. Prior to beginning the work, Consultant must furnish City for approval the names of consultants or subconsultants to be used under this Agreement. Any subsequent changes are subject to City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Federal Laws. Consultant understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. Consultant agrees to comply with these laws in performing this Agreement and to permit City to verify such compliance.

5.19 No Israel Boycott. By entering into this Agreement, Consultant certifies that Consultant is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits City from awarding a contract to any consultant who fails, or whose subconsultants fail, to comply with A.R.S. § 23-214(A). Therefore, Consultant agrees Consultant and each subconsultant it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Consultant's or subconsultant's employee who provides services under this Agreement to ensure that Consultant and subconsultants comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Covenant Against Contingent Fees. Consultant warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Consultant's firm. For breach or violation of this warrant, City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and

every provision.

5.24 Disclosure of Information Adverse to City's Interests. To evaluate and avoid potential conflicts of interest, Consultant must provide written notice to City, as set forth in this Section, of any work or services performed by Consultant for third parties that may involve or be associated with any real property or personal property owned or leased by City. Such notice must be given 7 business days prior to commencement of the services by Consultant for a third party, or 7 business days prior to an adverse action as defined below. Written notice and disclosure must be sent in accordance with Section 6.7 above. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against City; or (c) using data to produce income for Consultant or its employees independently of performing the services under this Agreement, without the prior written consent of City. Consultant represents that except for those persons, entities, and projects identified to City, the services performed by Consultant under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to City's interests. Consultant's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.25 Data Confidentiality and Data Security. As used in the Agreement, "data" means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to Consultant or its subconsultants in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to Consultant or its subconsultants in connection with Consultant's or its subconsultant's performance of this Agreement is confidential and proprietary information belonging to City. Except as specifically provided in this Agreement, Consultant or its subconsultants must not divulge data to any third party without City's prior written consent. Consultant or its subconsultants must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to Consultant or its subconsultants have first given the required notice to City: (a) data which was known to Consultant or its subconsultants prior to its performance under this Consultant or its subconsultants by a third party, who to the best of Consultant's or its subconsultants' knowledge and belief, had the legal right to make such disclosure and Consultant or its subconsultants are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which Consultant or its subconsultants are subject. In the event Consultant or its subconsultants are required or requested to disclose data to a third party, or any other information to which Consultant or its subconsultants became privy as a result of any other contract with City, Consultant must first notify City as set forth in this Section of the request or demand for the data. Consultant or its subconsultants must give City sufficient facts so that City can be given an opportunity to first give its consent or take such action that City may deem appropriate to protect such data or other information from disclosure. All data must

continue to be subject to the confidentiality agreements of this Agreement. Consultant or its subconsultants assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate City if any of the provisions of this Section are violated by Consultant, its employees, agents or subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Consultant agrees that the requirements of this Section must be incorporated into all subagreements entered into by Consultant. A violation of this Section may result in immediate termination of this Agreement without notice.

5.26 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Consultant or its subconsultants. At a minimum, Consultant or its subconsultants must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Consultant or its subconsultants in connection with this Agreement is believed to have been compromised, Consultant or its subconsultants must immediately notify City contact. Consultant agrees to reimburse City for any costs incurred by City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Consultant agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Consultant. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Consultant or its subconsultants under this Section must survive the termination of this Agreement.

5.27 Jurisdiction and Venue. This Agreement is made under, and must 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. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.28 Survival. All warranties, representations, and indemnifications by Consultant must survive the completion or termination of this Agreement.

5.29 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.30 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.31 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

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

5.33 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.34 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than City and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and Consultant and not for the benefit of any other party.

5.35 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in **Exhibit "A"**, the provisions in this Agreement prevail.

5.36 Document/Information Release. Documents and materials released to Consultant, which are identified by City as sensitive and confidential, are City's property. The document/material must be issued by and returned to City upon completion of the services under this Agreement. Consultant secondary distribution, disclosure, copying, or duplication in any manner is prohibited without City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.37 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A - Scope of Services / Schedule
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions
Exhibit E – Federal Requirements (if applicable)

5.38 Special Conditions. As part of the services Consultant provides under this Agreement, Consultant agrees to comply with and fully perform the special terms and conditions set forth in **Exhibit "D"**, which is attached to and made a part of this Agreement.

5.39 Non-Discrimination and Anti-Harassment Laws. Consultant must comply with all

applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.40 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Consultant must maintain all applicable City, state, and federal licenses and permits required to fully perform Consultant's services under this Agreement.

5.41 Warranties. Consultant must furnish a one-year warranty on all work and services performed under this Agreement. Consultant must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Consultant, subconsultants or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Consultant (including, but not limited to, all parts and labor) at Consultant's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to City on or before City's final acceptance of Consultant's services under this Agreement.

5.42 Cooperative Purchasing Agreement (S.A.V.E. – Strategic Alliance for Volume Expenditures). In addition to City of Chandler and with the approval of Consultant, this Agreement may be extended for use by other municipalities, school districts, and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter, or procurement rules and regulations of the respective political entity.

5.43 Budget Approval into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council.

SIGNATURE PAGE TO FOLLOW

This Agreement will be in full force and effect only when it has been approved and executed by the duly authorized City officials.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"CITY"
CITY OF CHANDLER

_____
MAYOR

Recommended By:

_____
Andrew Goh, P.E.
CIP City Engineer

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
City Clerk Seal

"CONSULTANT"
Wilson Engineers, LLC

08/14/2024
Signature Date

Uday Kumar Gandhe
Print Name

Principal
Title

uday.gandhe@wilson-engineers.com
Signer Email Address

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

WILSON ENGINEERS

1620 West Fountainhead Parkway, Suite 501
Tempe, AZ 85282
480-893-8860 | 480-893-8968 Fax
Wilson-Engineers.com

June 11, 2021

Andrew Goh, P.E.
Capital Projects Manager
City of Chandler, Public Works and Utilities Dept
215 E Buffalo Street, Mail Stop 407
Chandler, AZ 85244-4008

Re. WRF Improvements Project Construction Administration
City Project Number: WW 1901-451
CA&I Scope of Services Proposal

Dear Mr. Goh,

We are pleased to submit this proposal to provide Construction Administration and Inspection Services for the WRF Improvements Project. The Scope of work includes administering the construction and inspection of improvements at both the Airport WRF and the Ocotillo WRF. The improvements include rehabilitation of treatment facilities and replacement of existing filters at the Airport WRF and new filters and new reclaimed water reservoirs and rehabilitation of existing processes at the Ocotillo WRF.

Enclosed please find the detailed Scope of Work and the attached **Exhibit B** proposes our fee breakdown for the project. We propose to provide these services for a fee of: **$4,776,670.00** per the breakdown in Exhibit B. The estimated duration to provide the proposed services for the project is approximately 13 months from the Notice to Proceed.

Please review and let us know if there are any questions. Thank you for the opportunity to be of service.

WILSON ENGINEERS, LLC

Uday Kumar Gandhe, P.E.
Principal

WILSON ENGINEERS

EXHIBIT "A"

POST DESIGN AND CONSTRUCTION MANAGEMENT
SCOPE OF SERVICES
WRF IMPROVEMENTS PROJECT

GENERAL DESCRIPTION

The City of Chandler has determined to complete improvements at both the Airport Water Reclamation Facility (AWRF) and the Ocotillo Water Reclamation Facility (OWRF). The early procurement package (GMP 1) was executed to procure some long lead equipment to maintain project schedule. The design of the project is essentially complete and submitted to agencies for final reviews. The City is finalizing the remaining construction contract for the WRF Improvements Project (GMP 2). This Post Design and Construction Management scope of work will include effort by Wilson Engineers (Consultant) and will involve Project Administration, Engineering and Resident Services during this phase (GMP 2) of the Project.

PROJECT TASKS

1. PRE-CONSTRUCTION ASSISTANCE

A. Task 1.1 Preconstruction Assistance

i. Not Included

2. CONSTRUCTION MANAGEMENT

A. Task 2.1 Weekly Construction Meetings

i. Consultant must conduct weekly construction meetings. Each meeting includes agenda and minutes; Request for Information (RFI); Shop Drawing; Request for Information (RFI); Field Directive (FD); Material Certification; and Allowance Logs. Consultant assumes 100 weekly meetings.

B. Task 2.2 CPM Schedule

i. Consultant's opinions concerning various scheduling documents produced or used by the Contractor are for information and not controlling on the Contractor. It is Contractor's responsibility to continue to exercise it's independent judgement concerning means, methods and sequences of construction it employs. The Contractor remains solely responsible for meeting contract time(s) identified in the construction documents.

ii. Review Progress Schedule: Consultant will review and critique the Contractor's progress schedule in accordance with the construction documents, Consultant will examine work sequence, durations, interim milestones, and other appropriate scheduling features in accordance with the requirements of the construction documents. Consultant will prepare a summary of the baseline schedule review comments and will meet and discuss the schedule comments with the Contractor and the City. Consultant will provide recommendations for acceptance.

iii. Review Progress schedule updates: Consultant will review the Contractor's progress schedule updates to the construction schedule in accordance with the construction documents. Consultant will perform a review of progress accomplished during the period and compare to planned schedule and discuss

significant discrepancies with the Contractor. Consultant and Contractor will establish, based on the data, the percent of Project completion. Consultant will meet with Contractor on monthly basis to review and update the schedule data. Based upon the schedule update, Consultant will recommend processing progress payments. Consultant will identify CPM tasks behind schedule that may affect critical path items, project substantial and final completion dates and initiate correspondence to City regarding those tasks. Consultant assumes twenty reviews of updated CPM schedule.

C. Task 2.3 Perform Site Visits

i. The Consultant's design staff will make site visits appropriate for the type of construction at periods appropriate to the various stages of construction to observe, as an experienced qualified professional, the progress and quality of the executed work of a Contractor and to determine in general, if such work is proceeding in accordance with the design intent. The Consultant's site visit or site presence shall support the inspection needs and requirements established by the City.

D. Task 2.4 Requests for Information (RFI's)

i. Consultant will issue necessary interpretations and clarifications of the construction documents; have authority, as City's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the construction documents and judge the acceptability of the work thereunder, and make decisions on all claims of City and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the construction documents pertaining to the execution and progress of the work. Consultant will render interpretations or decisions in good faith and in accordance with the requirements of the construction documents.

ii. Consultant will respond to the City's representative and/or Contractor to clarify and/or interpret technical or design-related questions. Consultant will respond to issues raised during construction regarding interpretation and clarification of the contractual administrative and technical requirements of the construction documents. Consultant will serve as the City's advisor in resolution of these issues.

iii. Consultant will prepare and maintain a submittal log of all RFI's. Consultant assumes a maximum of 550 RFI responses.

E. Task 2.5 Shop Drawing Submittals

i. Consultant will receive, review, evaluate, and distribute (or take other appropriate action in respect of) shop drawings, samples, test results, and other data which Contractor is required to submit. Consultant review shall be for conformance with the design concept of the Project and compliance with the information given in the construction documents. Such review or other action shall not extend to means, methods, sequences, techniques, or procedures of construction selected by Contractor(s), or to safety precautions and programs associated thereto. Consultant will receive and review (for general contents as required by the construction documents) maintenance and operating schedules and instructions, operation and maintenance manuals, guarantees, and certificates of inspection, which are to be assembled by Contractor(s) in accordance with the construction documents.

ii. Consultant will maintain a submittal log showing dates of submittal, transmittal action to other sub-consultants, dates of return, and review action. Copies of the log shall be furnished to the City and the Contractor weekly. Consultant will promptly and in accordance with Project schedule requirements, review and approve, reject or take other appropriate action on the Contractor's request for substitutions. Consultant will not approve any proposed substitution unless such substitution conforms to the Project design concept and the construction documents including the contract price.

iii. Task effort is based on receiving an estimated 1100 shop drawing submittals. Submittal review efforts is based upon a maximum of two (2) reviews per submittal

and that no more than fifty percent (50%) of the total number of first submittals will require two (2) reviews.

F. Task 2.6 Requests for Proposal (RFP)

i. Consultant must prepare Requests for Proposal (RFP) documents detailing requested additional work tasks; review and evaluate Contractor RFP responses (cost deviations) with approval recommendations; and prepare and maintain a submittal log list of all RFP's. Consultant assumes seventy (70) RFPs.

G. Task 2.7 Field Directives (FD's)

i. Consultant, without the City's prior approval, may authorize or direct minor changes in the Work which are consistent with the intent of the construction contract documents and which do not involve a change in Project cost, time for construction, Project scope, aesthetics, or approved design elements. Any such minor changes shall be implemented by written field order. Except as provided in this paragraph, Consultant shall not have authority to direct or authorize changes in the Work without the City's prior written approval; however, Consultant shall provide a copy of any written field order to the City.

ii. Consultant will prepare and submit change order requests explaining the merits for the change and a recommendation for the City's approval and acceptance.

iii. Consultant will negotiate an agreement with the Contractor as to scope of work and cost, time or both associated with the change in Work. The change order shall include a written justification for the cost of the Work. Consultant will administer and manage minor changes, change order requests, and change orders on behalf of the City. Change orders shall be prepared on a standard form provided by the City. Should a change order request be accepted by the City in the absence of an agreement with the Contractor as to cost, time, or both, Consultant will:

A) receive and maintain all documentation pertaining to the change order request required of the Contractor;

B) examine such documentation on the City's behalf;

C) take such other action as may be reasonably necessary or as the City may request; and

D) make a recommendation to the City concerning any appropriate adjustment in the construction cost and/or time, and prepare a change order for Contractor's acceptance and City approval.

iv. Changes and substitutions shall be limited to the scope of the Project as defined by the construction documents or additional work as may be requested by the City. Consultant will promptly consult with and advise the City concerning, and shall administer and manage, all change order requests and change orders.

v. Consultant will prepare, when requested by the City, required drawings, specifications and other supporting data regarding minor changes, change order requests, and change orders. Consultant must prepare Field Directive (FD) documents detailing requested additional work tasks; review and evaluate Contractor FD responses with approval recommendations; and prepare and maintain a submittal log list of all FD's. Consultant assumes seventy (70) FD's.

H. Task 2.8 Contractor Payment Applications

i. Consultant will review, prepare comments, and reach agreement with the Contractor on the progress represented in the Contractor's schedule of values. The monthly schedule update, schedule of values, in combination with Consultant's field inspections, and the progress schedule shall be used by Consultant to determine the appropriateness of the Contractor's request for payment.

ii. Consultant, as an experienced and qualified professional, and on review of applications for payment and the accompanying data and schedules, determine the amounts owed to Contractor and recommend in writing, payments to Contractor in such amounts; such recommendations of payment will constitute a representation to City, based on such inspections and review, that;

A) the work has progressed to the point indicated;

B) to the best of Consultant's knowledge, information and belief, the quality of such work is in accordance with the construction documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the construction documents, and to any qualifications stated in the recommendation); and

C) payment of the amount recommended is due and owed to the Contractor.

iii. For unit price work, Consultant's recommendations for payment will be a determination of completed quantities of such work.

iv. Consultant assumes a maximum of 20 payment applications, with 2 reviews each.

I. Task 2.09 Public Outreach

i. Not Included

3. CONSTRUCTION INSPECTION

A. Task 3.1 Inspection Services

i. The Resident Project Representative (RPR) and various Inspectors will be on-site and will act as directed by Consultant, in order to assist Consultant in inspecting performance of the work of the Contractor(s). Consultant will endeavor to provide further protection for City against deficiencies in the work of Contractor(s) through more extensive on-site inspections of the work and field checks of materials and equipment by the RPR and Inspectors,. The furnishing of such RPR representation will not make Consultant responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs, or for Contractor(s) failure to perform their work in accordance with the construction documents. The Resident Project Representative (RPR) will be at the Project site to be knowledgeable about the progress and quality of the work to:

A) Conduct on-site inspections of the work in progress to assist Consultant in determining if the work is proceeding in accordance with the construction documents and that completed work conforms to the construction documents.

B) Report to Consultant whenever it is believed that any work is unsatisfactory, faulty, or defective, or does not conform to the construction documents, or does not meet the requirements of inspections, tests or approval required to be made, or has been damaged prior to final payment; and advise Consultant when it is believed work should be corrected or rejected or should be uncovered for inspection, or requires special testing, inspection or approval.

C) Verify that tests, equipment, and systems start-up and operating and maintenance instructions are conducted as required by the construction documents and in presence of the required personnel, and that Contractor maintains adequate records thereof; inspect, record and report to Consultant appropriate details relative to the test procedures and start-ups. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections, and report to Consultant.

The RPR, as Consultant's agent, will act as directed by and under the supervision of Consultant. The RPR's dealings in matters pertaining to the on-site work shall in general be only with Consultant and Contractor, and dealings with subcontractors shall only be through or with the full knowledge of Contractor. Written communication with City will be only through or as directed by Consultant, and when appropriate, may be through the RPR.

ii. Certificates. Maintenance and Operation Manuals: During the course of the work, review and determine that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed; and deliver this material to Consultant for review and forwarding to City prior to final acceptance of the work.

iii. Start-up Assistance: Start-up services shall be sufficient to transfer finished work from a construction status to operating, functional system(s). Such services may include review of Contractor's start-up plan, prepare and coordinate a start-up plan and procedures for City personnel use, supervise during start-up procedures, and assist City personnel during a period of initial operation.

iv. Special Inspection: During the course of the work, arrange and coordinate Special Inspections for structural, mechanical, and electrical work as required by the Special Inspection Certificates required by the City.

B. Task 3.2 Landscape / Irrigation Inspection Services

i. Not Included

C. Task 3.3 Project Closeout

i. Following notice from the Contractor, The Consultant will conduct an inspection to determine if the Project or the work associated with interim milestones is substantially complete in accordance with the construction documents. If the Consultant considers the work substantially complete, the Consultant will deliver to the City and the Contractor the Certificate of Substantial Completion and the punch list, the date for completion of the punch list, and recommend the division of responsibilities between the City and the Contractor. If the work is not substantially complete, the process shall be repeated until the work is substantially complete.

ii. The Consultant, upon completion of the punch list items as notified by the Contractor, make final inspection. The inspection will be to determine if the finished work is complete to the standard required by the construction documents, and determine whether required inspections and approvals for permit compliance are met. The Consultant will further verify whether the Contractor has fulfilled the contractual obligations so that Consultant may recommend, in writing, final payment to Contractor and may give written notice to City and the Contractor that the work is acceptable, subject to any conditions therein expressed and in consultation with the City, whether the work is finally complete. At or prior to the final inspection, the Consultant will request the Contractor prepare and furnish;

1) Certification that all obligations for payment for labor, materials or equipment related to the work have been paid and satisfied;

2) Certification that all insurance and bonds required of the Contractor beyond final payment is in effect and will not be canceled or allowed to expire without notice to the City;

3) Written consent of surety for final payment;

4) Record document information is complete and submitted;

5) All keys, manuals, required spare parts, guaranties and warranties, and other documents necessary for close-out of the work; and

6) Verification of permit close-out including the Certification of Occupancy.

If the work is not finally complete, the process will be repeated until the work is complete. Promptly after the work is determined to be finally complete and the Consultant determines that the Contractor has properly submitted the items required for final inspection, the Consultant will determine whether the Contractor is entitled to final payment and, if so, will so certify to the City.

iii. The Consultant certification that the Contractor is entitled to final payment constitutes the Consultant representation to the City that;

1) the work complies with (a) the construction contract documents, (b) applicable building codes, rules or regulations of all governmental authorities having jurisdiction over the Project, and (c) applicable installation and workmanship standards;

2) The Contractor has submitted proper Final Completion close-out documents; and

3) The Contractor is entitled to final payment.

The Consultant will provide to the City, at the time it submits a signed final payment request from the Contractor, all Final Completion close-out documents.

Consultant will not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractor(s)' or subcontractor(s)' agents or employees or any other persons (except Consultant's own employees and agents) at the site(s) or otherwise performing any of the Contractor(s)' work;

4. UTILITY COORDINATION

A. Task 4.1 Utility Coordination

i. The Consultant will coordinate with the Maricopa County Department of Environmental Services and submit Approval of Construction (AOC) documents for review and approval. The Consultant will also coordinate with the County to approve multiple Temporary AOC's for portions of the project that will need to be in operation prior to the completion of the entire project. The Consultant will also coordinate County site visits for the temporary and final AOCs.

ii. Consultant anticipates approximately eight submittals of Temporary AOC packages to the County and multiple inspections (between 8 and 10) from the County for Interim Approvals. The temporary AOC submittals will include markup as-built drawings, all relevant test reports, draft O&M Manuals, and relevant construction photos and review of the interim AOC paperwork with the County. The Consultant shall review the draft AOC and provide comments to the County before interim AOCs are finalized. The Consultant will coordinate these efforts with the City, Contractor and the County to obtain interim approvals prior to beneficial use of facilities but after completion of startup and testing of the facilities that are acceptable to the City. The Consultant will also coordinate one final inspection each for the Airport WRF and Ocotillo WRF and the effort includes submission of all paperwork associated with the Final AOC.

5. MATERIALS TESTING

A. Task 5.1 Quality Control (QC) Test Program

i. Consultant shall review and verify Contractor's Quality Control material test type and frequencies are consistent with City, and MAG requirements.

ii. Consultant shall review Contractor's QC test schedule and provide recommendations on acceptance.

iii. Consultant shall review all Contractor sampling, test and inspection results for conformance with construction documents.

B. Task 5.2 Quality Assurance (QA) Test Program

i. Consultant shall prepare and maintain a materials Quality Assurance plan per City, and MAG requirements.

ii. Consultant shall coordinate with Contractor's testing representative to obtain required QA tests and sample.

iii. Consultant shall complete sampling and compaction testing of subgrade aggregate base and asphalt concrete materials in new asphalt concrete pavement areas, concrete structures, and underground utilities.

6. RECORD DRAWINGS

A. Task 6.1 Record Drawings

i. The Consultant will prepare a set of record drawings showing those changes made during construction. Record drawing information shall be based on marked-up prints, drawings, and other data furnished by Contractor(s) to the Consultant.

ii. The Consultant will provide stamp/certification on record drawings cover sheet, as well as ensure that all required signatures are present on the cover sheet.

iii. The Consultant will provide and deliver record drawings in mylar, paper and digital pdf format to the City as required for as-built submittal process to the City Project Manager.

7. ALLOWANCES

A. Task 7.1 Start-up Assistance

i. The Contractor will be working at two operating wastewater treatment facilities. There will be multiple shutdowns associated with the new work that needs to be performed within the vicinity of existing structures, process areas, channels etc. Extensive coordination is required with the Contractor to keep plant shutdowns and disruptions to a minimum.

ii. The Consultant shall review the Contractor's proposals for any temporary conveyance and/or processing facilities. For work within the areas of process shutdowns, the Consultant shall review list of labor materials, estimation of time, and equipment necessary and written description of the work.

iii. New process areas/equipment will come on line as soon as they are installed and start up services will need to be completed to bring equipment online. The Consultant shall provide start up assistance services. Such services will include review of contractor's start-up checklist, coordinate start-up plan and procedures for City personnel use, supervise during start up procedures, trouble shoot and assist the City staff during the period of initial operation.

iv. The start-up process will include a planned, systematic approach to verify that facility systems operate as intended and there is an orderly transition from construction phase to routine operation. The start-up program will include four phases with estimated durations as follows:

v. Start-up Plan: Consultant will review a start-up plan and procedures prepared by the Contractor with the City staff. The start-up plan will include identification of key milestone activities necessary for orderly start-up of the facilities. The milestone activities will include completion of any construction activities required for substantial completion, coordination of required Contractor maintenance activities, etc. The plan shall include the coordination of the activities with the equipment vendors, subcontractors, programming sub consultant and the plant staff and identify the time required and roles and responsibilities during start-up activities. The start-up of activities shall be coordinated with the construction sequencing and MOPO activities.

vi. The Consultant will assist the Contractor with the start-up and testing of new facilities. Following a sequentially coordinated initial start-up of the facility, the facility would be operated continuously. The Consultant will verify that, all mechanical equipment, associated valves and control devices, and any other components operate properly under actual operating conditions. This includes the verification that all hardwired electrical control interlocks and safeguards are functioning properly. The Consultant will verify that all mechanical equipment, and instrumentation system components are operating properly under actual operating conditions. This includes the verification that all software based electrical/process

control monitoring, interlocks, automatic control logic, alarms, and report generation subroutines.

vii. The Consultant will maintain documentation of the areas of operational concern encountered during the manual start-up phase with a determination of whether the item of concern is a Contractor warranty issue or requires a design modification. The Consultant will monitor the documented concerns and promptly notify the Contractor of all warranty issues.

viii. Design modifications that may be necessary, will be promptly evaluated by the Consultant and recommendations will be presented to the City for a determination of the necessity for implementation. The Consultant will complete the necessary check out of the instrumentation system components and initial loading of the control software simultaneously computer operation mode can be verified for each process

ix. After completion of the start-up of process units, the Consultant shall coordinate with the City and prepare a list of outstanding items that will need to be completed by the Contractor.

B. Task 7.2 MOPO Coordination

i. Consultant shall assist the Contractor the MOPOs and MOPO coordination.

ii. Consultant shall attend weekly or periodic MOPO meetings during the construction phase of the project.

iii. Consultant shall assist the Contractor with Mock Shutdown(s) as necessary if needed to verify current conditions.

iv. Conduct pre-MOPO walkthrough with the Contractor and all relevant parties (City, subcontractors etc) prior to every MOPO to verify all equipment and back up contingencies are in place.

v. Communicate and monitor throughout each MOPO duration and conduct any special inspections necessary during each MOPO. The Consultant shall verify workmanship of MOPOs and troubleshoot any issues that come up.

C. Task 7.3 Contractor and Equipment Manufacturer Training Coordination

i. The Consultant will review and coordinate Contractor's training plan and instruction materials for compliance with Construction Documents. Contractor or Manufacturer training presentations shall be scheduled and coordinated with City and facility operation.

ii. Consultant will coordinate and monitor the Contractor’s and manufacturer’s training of City personnel.

iii. Discuss the preliminary course and lesson plan development with the Contractor and the manufacturer/supplier. Meet with City’s operational staff and the Contractor for these discussions.

iv. Review and approve lesson plans and course materials, act as a liaison between the City and the Contractor, Monitor training sessions, monitor attendance, evaluate course, and assist in class room discussions. After completion of the training sessions, follow up with the City to coordinate and discuss with the City if additional sessions are necessary to complete the project scope.

D. Task 7.4 Systems Training

i. Consultant will provide instruction to City personnel on the Project objectives, design intent, and system operational procedures. Consultant will provide training on the design and operation of the major process systems that are part of this project to the City prior to substantial completion.

ii. Specific training services shall consist of the following:

iii. Prepare training outline, schedule and lesson plan format for review and approval by City.

iv. Review training plans and presentation materials including training guides for the major process systems and submit to City for review before finalizing by the contractor. The lesson plans shall include the following subjects;

1. purpose and design intent of system;
2. process operations and principles;
3. system controls and control strategies
4. specific safety procedures and hazards;
5. specific sampling, monitoring, and process calculations; and
6. system orientation and hands-on demonstration.

v. Conduct training on the major process systems. Training may consist of classroom training for each system, followed by field orientation or hands-on instruction.

E. Task 7.5 Update Operations Manual and electronic Operations Manual

i. The Consultant will update the current Operations Manual content to reflect modifications to processes at the Ocotillo WRF, Airport WRF facilities. The Ocotillo WRF currently maintains two separate operations manuals, one for the MLE Process Train and an electronic Operations Manual for the MBR Process Treatment Train.

ii. The content development process for the manual is designed to meet City goals and objectives for content that meets user needs and is presented in an understandable, easy-to-read style. The content level of detail, format, and organization will comply with format and layout to meet the City's standard.

iii. Each chapter for the major systems will consist of the following sections: Background, Theory, Operating Strategies, Equipment & Control Description, Procedures, Design Criteria, Troubleshooting, Safety, Alarms, Drawings, figures and Photographs. These procedures will be field verified by the Consultant with assistance from the plant staff.

iv. Workshop(s) will be held with the City prior to content development activities to provide an overview of the content to be developed, to identify key City staff to review draft chapters, and to establish a review schedule. The City will be provided with interim deliverables of completed sections as the construction of major areas of the facility are completed. As each chapter is completed, the Consultant will submit draft chapters to the City for their review and comment. The Consultant to incorporate comments into the final documents.

v. Prior to submitting the final version of the manual and transferring to the City, the Consultant will conduct a detailed final validation and field verification process. Through this important quality control activity, the Consultant will verify that:

1) Content has been field-verified and checked at the installation.

2) Photographs are current and are reflective of well-maintained and clean conditions.

3) Relevant documentation, such as scanned documents, figures and drawings are appropriately categorized for insertion into the database.

4) Standard Operating Procedures are accurate and reflect actual "as-operated" conditions

vi. Additions and modifications to the facility Operations Manual will cover new, or any modified and upgraded pump station and auxiliary systems included in the Project. New areas of the facility will be created as new sections of the Manual and will be completed in conjunction with the specific completion milestones of construction.

F. Task 7.6 Programming Assistance and Coordination

i. The Consultant will assist the Contractor during the system configuration phase of the project. As part of this task the Consultant will assist the contractor in implementation of functional requirements outlined as part of the project documents. The Consultant shall conduct weekly meetings with the Contractor and the City to clarify and review Contractor's progress of the work regarding I&C and programming work.

ii. The Consultant will provide assist the Contractor with the PLC Programming and Startup Services for the Facility. The scope of services will include attending witness at Factory Acceptance Testing (FAT), witness SCADA interface testing, participate in I/O field point-to-point testing, configuration and set-up of any Radio communication to the City SCADA system as necessary, and witness calibration checks and sign calibration reports.

iii. The Consultant will participate in loop checks of all communication

ASSUMPTIONS, CLARIFICATIONS, AND EXCLUSIONS

The extent and limitations of the duties, responsibilities, and authority of Consultant as assigned herein shall not be modified, except as Consultant may otherwise agree in writing. City's instructions to Contractor(s) shall be issued through Consultant, who shall have authority to act on behalf of the City to the extent provided in this Scope of Services, except as otherwise provided in writing.

Consultant shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, unless otherwise specified in the construction documents or the safety precautions and programs incident to the work of Contractor. Consultant efforts shall be directed toward providing a greater degree of confidence for the City that the completed work of Contractor shall conform to the Contract Documents, but Consultant shall not be responsible for the failure of Contractor to perform the work in accordance with the construction documents.

The Consultant review shall only be for conformance with the design concept of the Project and compliance with the information given in the construction documents. Such review or other action shall not extend to means, methods, sequences, techniques, or procedures of construction selected by Contractor or to safety precautions and programs incident thereto. The Consultant shall receive and review (for general contents as required by the construction documents) maintenance and operating schedules and instructions, operation and maintenance manuals, guarantees, bonds, and certificates of inspection which are to be assembled by Contractor in accordance with the construction documents.

Consultant shall not be responsible for the acts or omissions of the Contractor, or subcontractor, or any of the Contractor's or subcontractor's agents or employees, or any other persons (except Consultant own employees and agents) at the site or otherwise performing any of the Contractor's work;

Limitations of Authority: Except upon written instructions, the Consultant:

1. will not authorize any deviation from the Contract Documents or approve any substitute materials or equipment;

2. will not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent, or expedite the work;
3. will not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Construction Documents;
4. will not advise on or issue directions as to safety precautions and programs in connection with the work; and
5. will not authorize City to occupy the Project in whole or in part.

Reimbursable costs allowance shall be utilized to reimburse for items such as reproduction, delivery, and mileage.

Application fees for City reviews and permits will be paid by CITY. The Owner's Allowance will only be utilized with prior written approval from the City representative.

EXHIBIT "B"
COMPENSATION AND FEES

WILSON ENGINEERS

EXHIBIT "B"
CONSTRUCTION MANAGEMENT
SCOPE OF SERVICES
FEE SCHEDULE

Task	Description	Cost
1	**PRE-CONSTRUCTION ASSISTANCE**	
1.1	Pre-Construction Assistance	$ -
	SUBTOTAL TASK 1:	**$ -**
2	**CONSTRUCTION MANAGEMENT**	
2.1	Weekly Construction Meetings	$ 234,260.00
2.2	CPM Schedule	$ 57,700.00
2.3	Perform Site Visits	$ 214,060.00
2.3	Requests for Information (RFI)	$ 288,980.00
2.4	Shop Drawing Submittals	$ 848,000.00
2.5	Requests for Proposal (RFP)	$ 53,500.00
2.6	Field Directive (FD)	$ 186,660.00
2.7	Contractor Payment Applications	$ 52,760.00
2.8	Public Outreach	$ -
	SUBTOTAL TASK 2:	**$ 1,935,920.00**
3	**CONSTRUCTION INSPECTION**	
3.1	Inspection Services	$ 1,778,400.00
3.2	Landscape/Irrigation Inspection Services (IF APPLICABLE)	$ -
3.3	Project Closeout	$ 33,560.00
	SUBTOTAL TASK 3:	**$ 1,811,960.00**
4	**UTILITY COORDINATION**	
4.1	Utility Coordination	$ 59,920.00
	SUBTOTAL TASK 4:	**$ 59,920.00**
5	**MATERIALS TESTING**	
5.1	QC Test Program	$ 14,140.00
5.2	QA Test Program	$ 34,580.00
	SUBTOTAL TASK 5:	**$ 48,720.00**
6	**RECORD DRAWINGS**	
6.1	Record Drawings	$ 93,200.00
	SUBTOTAL TASK 6:	**$ 93,200.00**
7	**ALLOWANCES**	
7.1	Startup Assistance	$ 143,690.00
7.2	MOPO Coordination	$ 143,420.00
7.3	Contractor and Eqpt Manufacturer Coordination	$ 37,270.00
7.4	Systems Training	$ 104,860.00
7.5	Update Operations Manuals and e Operations Manual	$ 125,180.00
7.6	Programming Assistance and Coordination	$ 71,080.00
	SUBTOTAL TASK 4:	**$ 625,500.00**
SUBCONSULTANTS		
	Gannett Fleming (Structural Services)	$ 152,700.00
	Motley Design Group (Architectural Services)	$ 15,000.00
	Kennelly & Associates (HVAC Services	$ 6,750.00
	RAMM (Qualtiy Assurance Testing)	$ 25,000.00
	SUBTOTAL SUBCONSULTANTS:	**$ 199,450.00**
ALLOWANCES		
Direct Expense Allowance		$ 2,000.00
Owner's Allowance		$ -
	SUBTOTAL ALLOWANCES:	**$ 2,000.00**
	PROJECT TOTAL:	**$ 4,776,670.00**

WILSON ENGINEERS

EXHIBIT "B-2"
Hours and Rates

	Principal	Sr. PM (Design)	Sr. PM (Const)	Resident Project Rep.	Sr. Eng	Project Engineer / Prof	Lead Const. Inspector	Const. Inspector	Lead Elec. Inspector	Senior CADD Tech	Senior Admin	< PROJECT ROLE	
	Uday Gandhe	*Sreeram R.,*	*Dave M*	*Craig H*	*Damien T., Phani P*	*Kiliegh P., Katie G., Abhinay S. Elvin R, John S*	*Jeff J.,Toby T*	*Brandon O., Kristen R*	*Jason Gilley*	*Kam C, Julius C*	*Brandy Nixon*	*< NAME OF PERSON*	
	$ 215.00	$ 195.00	$ 195.00	$ 160.00	$ 170.00	$ 145.00	$ 145.00	$ 125.00	$ 145.00	$ 115.00	$ 95.00	< HOURLY RATES	
TASK DESCRIPTION												**TOTAL HOURS PER TASK**	
1. Preconstruction Assistance	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**		**0**
Preconstruction Assistance	0	0	0	0	0	0	0	0	0	0	0	*0*	
2. Construction Management	**120**	**608**	**480**	**840**	**1920**	**6860**	**596**	**336**	**424**	**120**	**408**		**12712**
Weekly Construction Meetings	40	80	200	400	120	240	180	0	120	0	88	*1468*	
CPM Schedule	0	0	60	80	0	0	120	80	40	0	0	*380*	
Perform Site Visits	4	80	0	0	480	800	0	0	0	0	0	*1364*	
Requests for Information	24	80	16	80	320	1020	80	80	80	80	80	*1940*	
Shop Drawing Submittals	40	240	0	0	820	4400	0	0	0	0	160	*5660*	
Request for Proposals	4	8	64	120	0	0	56	16	64	0	0	*332*	
Field Directives	4	120	80	80	180	400	80	80	80	40	80	*1224*	
Contractor Payment Applications	4	0	60	80	0	0	80	80	40	0	0	*344*	
Public Outreach	0	0	0	0	0	0	0	0	0	0	0	*0*	
3. Construction Inspection	**4**	**4**	**736**	**3160**	**160**	**480**	**3440**	**2440**	**1640**	**0**	**240**		**12304**
Inspection Services	0	0	720	3120	160	480	3360	2400	1600	0	240	*12080*	
Landscaping and Inspection Services (N/A)	0	0	0	0	0	0	0	0	0	0	0	*0*	
Project Closeout	4	4	16	40	0	0	80	40	40	0	0	*224*	
4. Utility Coordination	**0**	**16**	**0**	**0**	**80**	**240**	**0**	**0**	**0**	**40**	**40**		**416**
Utility Coordination	0	16	0	0	80	240	0	0	0	40	40	*416*	
5. Materials Testing	**0**	**0**	**8**	**56**	**0**	**0**	**120**	**120**	**40**	**0**	**0**		**344**
QC Test Program	0	0	4	16	0	0	40	40	0	0	0	*100*	
QA Test Program	0	0	4	40	0	0	80	80	40	0	0	*244*	
6. Record Drawings	**0**	**16**	**0**	**0**	**120**	**240**	**16**	**0**	**40**	**160**	**88**		**680**
Record Drawings	0	16	0	0	120	240	16	0	40	160	88	*680*	
7. Allowances	**32**	**92**	**20**	**128**	**620**	**1808**	**744**	**200**	**304**	**88**	**228**		**4264**
Start up Assistance	2	24	4	40	100	400	240	80	80	0	0	*970*	
MOPO Coordination	8	24	16	80	80	168	400	40	120	4	24	*964*	
Contractor and Eqpt Manufacturer Coordination	2	4	0	4	40	120	24	0	24	4	40	*262*	
Systesm Training	8	16	0	4	80	400	80	80	40	0	4	*712*	
Update Operations Manuals and e Operations Manual	4	16	0	0	160	480	0	0	0	80	160	*900*	
Programming Assistance and Coordination	8	8	0	0	160	240	0	0	40	0	0	*456*	
TOTAL HOURS:	156	736	1244	4184	2900	9628	4916	3096	2448	408	1004		**30720**

EXHIBIT "C"
INSURANCE REQUIREMENTS

1. General.

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

1.2 Consultant and any of its subconsultants must procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

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

1.4 City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Consultant from liabilities that might arise out of the performance of the Agreement services under this Agreement by Consultant, its agents, representatives, employees, subconsultants, and Consultant is free to purchase any additional insurance as may be determined necessary.

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

1.6 Use of subconsultants: If any work is subcontracted in any way, Consultant must execute a written contract with subconsultant containing the same Indemnification Clause and Insurance Requirements as City requires of Consultant in this Agreement. Consultant is responsible for executing the Agreement with the subconsultant and obtaining Certificates of Insurance and verifying the insurance requirements.

2. Minimum Scope and Limits of Insurance. Consultant must provide coverage with limits of liability not less than those stated below.

2.1 *Professional Liability.* If the Agreement is the subject of any professional services or work performed by Consultant, or if Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, Consultant must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone whose acts, mistakes, errors and omissions Consultant is legally liable, with a liability limit of $1,000,000 each claim and $2,000,000 all claims. In the event the Professional Liability

insurance policy is written on a "claims made" basis, coverage must extend for 3 years past completion and acceptance of the work or services, and Consultant, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.

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

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

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

3. Additional Policy Provisions Required.

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

3.1.1. Consultant's insurance must contain broad form contractual liability coverage.

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

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

3.1.4. Coverage provided by Consultant must not be limited to the liability assumed under the indemnification provisions of this Agreement.

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

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

3.1.7. If a Certificate of Insurance is submitted as verification of coverage, City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

3.2. *Insurance Cancellation During Term of Contract/Agreement.*

3.2.1. If any of the required policies expire during the life of this Agreement, Consultant must forward renewal or replacement Certificates to City within 10 days after the renewal date containing all the required insurance provisions.

3.2.2. Each insurance policy required by the insurance provisions of this Agreement must provide the required coverage and must not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to City, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice must be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, Consultant or its insurance broker must notify City of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

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

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

3.3.2. City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by Consultant even if those limits of liability are in excess of those required by this Agreement.

EXHIBIT "D"
SPECIAL CONDITIONS

Standard Details and Specifications. Consultant must be familiar with City's latest revision of the MAG Specifications and MAG Standard Details as amended by City. City's current amendment to the MAG Specifications, part of City's Unified Development Manual, may be found and downloaded from City's website at http://www.chandleraz.gov/udm.

City Ownership of Project Documents. All work products (electronically or manually generated) including, but not limited to: plans, specifications, cost estimates, field notes, tracings, studies, investigations, design analyses, original drawings, original mylars, Computer Aided Drafting and Design (CADD) file diskettes which reflect all final drawings, and other related documents which are prepared in the performance of this Agreement (collectively referred to as "Documents") are to be and remain the property of City and are to be delivered to the Project Manager before the final payment is made to Consultant. In the event these Documents are altered, modified or adapted without the written consent of Consultant, which consent Consultant must not unreasonably withhold, City agrees to hold Consultant harmless to the extent permitted by law from the legal liability arising out of City's alteration, modification or adaptation of the Documents.

Re-use of Documents. The parties agree the documents, drawings, specifications and designs, although the property of City, are prepared for this specific project and are not intended nor represented by Consultant to be suitable for re-use for any other project. Any re-use without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant.

Patent Fees and Royalties. Consultant must pay all license fees and royalties and assume all costs incidental to the use, in the performance of the work or the incorporation in the work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Agreement for use in the performance of the work and if, to the actual knowledge of City, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed by City in the Agreement. Consultant must defend, indemnify and hold harmless City and anyone directly or indirectly employed by City from and against all claims, damages, losses, and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incidental to the use in the performance of the work, or resulting from the incorporation in the work of any invention, design, process, product, or device not specified in the Agreement, and must defend all such claims in connection with any alleged infringement of such rights.

License to City for Reasonable Use. With this Agreement, Consultant and its subconsultants hereby grant a license to City, its agents, employees, and representatives for an indefinite period of time to reasonably use, make copies, and distribute as appropriate the Documents, works or deliverables developed or created as a result of the Project and this Agreement. This license also includes the making of derivative works.

Documents to Bear Seal. Consultant and its subconsultants must endorse by professional seal all plans, works, and deliverables prepared by each for this Agreement as required by state law.

1. Contract Worker Access Controls, Badge and Key Access Requirements. A Contract Worker from Consultant's firm must not be allowed to begin work in any City facility without: (A) The prior completion and City's acceptance of the required background screening; and (8) when required, the Contract Worker's receipt of a City issued badge. A badge will be issued to a Contract Worker solely for access to City facility(s) to which the Contract Worker is assigned. Each Contract Worker who enters a City facility must use the badge issued to the Contract Worker.

2. Badges. After receipt of the badge application, the Contract Worker will proceed to the Badging Office for processing of the badge application and issuance of the badge. City will not process the badge application until the Contract Worker satisfies the required Background Screening (as defined herein). The Contract Worker must comply with all requirements and furnish all requested information as requested by the Badging Office. Any and all fees associated with security badging will be assessed in compliance with Chandler City Code §4-22.

3. Key Access Procedures. If the Contract Worker's services require keyed access to enter a City facility(s), a separate key issue/return form must be completed and submitted by Consultant for each key issued.

4. Stolen or Lost Badges or Keys. Consultant must report lost or stolen badges or keys to City immediately. A new badge application or key issue form must be completed and submitted along with payment of the applicable fees prior to issuance of a new badge or key.
5. Return of Badges or Keys. All badges and keys are the property of City and must be returned to City at the Badging Office within one (1) business day of when the Contract Worker's access to a City facility is no longer required to furnish the services under this Agreement. Consultant must collect a Contract Worker's badge and key(s) upon the termination of the Contract Worker's employment; when the Contract Worker's services are no longer required at the particular City facility(s); or upon termination, cancellation or expiration of this Agreement.

6. Consultant's default under this Section must include, but is not limited to the following: (1) Contract Worker gains access to a City facility(s) without the proper badge or key; (2) Contract Worker uses a badge or key of another to gain access to a City facility; (3) Contract Worker commences services under this Agreement without the proper badge, key or Background Screening; (4) Contract Worker or Consultant submits false information or negligently submits wrong information to City to obtain a badge, key or applicable Background Screening; or (5) Consultant fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement. Consultant acknowledges and agrees that the access

control, badge and key requirements in this Section are necessary to preserve and protect public health, safety and welfare. Accordingly, Consultant agrees to properly cure any default under this Section within three (3) business days from the date notice of default is sent by City. The parties agree that Consultant's failure to properly cure any default under this Section must constitute a breach of this Section. In addition to any other remedy available to City at law or in equity, Consultant must be liable for and must pay to City the sum of one thousand dollars ($1,000.00) for each breach by Consultant of this Section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to City at the time and making of this Agreement in the event that Consultant breaches this Section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving City's actual damages in the event that Consultant breaches this Section. The parties further agree that three (3) breaches by Consultant of this Section arising out of any default within a consecutive period of three (3) months or three (3) breaches by Consultant of this Section arising out of the same default within a period of twelve (12) consecutive months will constitute a material breach of this Agreement by Consultant and City expressly reserves all of its rights, remedies and interests under this Agreement, at law and in equity including, but not limited to, termination of this Agreement.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/14/2021

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

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

PRODUCER
Professional Underwriters of AZ, Inc.
P.O. Box 5419
Scottsdale AZ 85261-5419

License#: 1800004061

CONTACT NAME: Justin Stewart-Maynard
PHONE (A/C, No, Ext): 480-483-0440 **FAX (A/C, No):**
E-MAIL ADDRESS: justin@prounderwriters.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : RLI Insurance Company	13056
INSURER B : Hartford Ins. of SE	38261
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Wilson Engineers, LLC
1620 W Fountainhead Suite 501
Tempe AZ 85282

WILSENG-01

COVERAGES **CERTIFICATE NUMBER:** 1655340690 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	PSB0001272	1/1/2021	1/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	PSA0001073	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	59WECAJ9ADF	1/1/2021	1/1/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability Architect/Engineer		Y	RDP0041543	11/8/2020	11/8/2021	Per Claim Annual Aggregate	1,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Water Reclamation Facility Improvements - GMP 2 Construction Manager Services, Project No. WW1901.452
The City of Chandler, its agents, representatives, officers, directors, officials and employees are additional insured as indicated. Coverages afforded are primary and non-contributory basis. Waiver of subrogation and severability of interests included.
Attached: PPB304 02 12, PPA300 03 13, WC000313

CERTIFICATE HOLDER

City of Chandler
Public Works & Utilities Department
P.O. Box 4008
Mail Stop 407
Chandler AZ 85244-4008

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:
   - **a.** In the performance of your ongoing operations;
   - **b.** In connection with premises owned by or rented to you; or
   - **c.** In connection with “your work” and included within the “product-completed operations hazard”.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
   - **a.** This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
   - **b.** This insurance does not apply to the rendering of or failure to render any "professional services".
   - **c.** This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.
3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

   However, if you specifically agree in a contract or agreement that the insurance provided to an additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:
   - **a.** The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
   - **b.** The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.
4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

   We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® BUSINESS AUTO ENHANCEMENT

SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

A. Broad Form Named Insured
B. Employees As Insureds
C. Blanket Additional Insured
D. Blanket Waiver Of Subrogation
E. Employee Hired Autos
F. Fellow Employee Coverage
G. Auto Loan Lease Gap Coverage
H. Glass Repair – Waiver Of Deductible
I. Personal Effects Coverage
J. Hired Auto Physical Damage Coverage
K. Hired Auto Physical Damage – Loss Of Use
L. Hired Car – Worldwide Coverage
M. Temporary Transportation Expenses
N. Amended Bodily Injury Definition – Mental Anguish
O. Airbag Coverage
P. Amended Insured Contract Definition – Railroad Easement
Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound
R. Notice Of And Knowledge Of Occurrence
S. Unintentional Errors Or Omissions
T. Towing Coverage

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Broad Form Named Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE,** Paragraph **A.1. Who Is An Insured** Provision:

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

B. Employees As Insureds

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE,** Paragraph **A.1. Who Is An Insured** Provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Blanket Additional Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE,** Paragraph **A.1. Who Is An Insured** Provision:

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs is an "insured" for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured's own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs.

D. Blanket Waiver Of Subrogation

The following is added to the **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

E. Employee Hired Autos

1. The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE,** Paragraph **A.1. Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions:

Paragraph **5.b.** of the **Other Insurance** Condition in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

F. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, Exclusion B.5. does not apply if you have workers compensation insurance in-force covering all of your employees.

G. Auto Loan Lease Gap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE** section of the policy; and

2. Any:

a. Overdue lease/loan payments at the time of the "loss";

b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.

c. Security deposits not returned by the lessor;

d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

e. Carry-over balances from previous loans or leases.

H. Glass Repair – Waiver Of Deductible

SECTION III – PHYSICAL DAMAGE COVERAGE, **D. Deductible** is amended by adding the following:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

I. Personal Effects Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE**, **A. Coverage, 4. Coverage Extensions**:

c. Personal Effects Coverage

In the event of a total theft loss of your covered "auto" we will pay up to $400 for "loss" to wearing apparel and other personal effects which are:

(1) Owned by an "insured"; and

(2) In or on your covered "auto";

No deductible applies to Personal Effects Coverage.

J. Hired Auto Physical Damage Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**:

d. Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Liability Coverage and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" in any one "accident" to a hired, rented or borrowed "auto" is the lesser of:

(a) $60,000

(b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned auto will apply.

(5) This Coverage Extension will not apply to:

(a) Any "auto" that is hired, rented or borrowed with a driver; or

(b) Any "auto" that is hired, rented or borrowed from your "employee".

K. Hired Auto Physical Damage – Loss Of Use

The following is added to **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A.2. Coverage Extensions**:

e. We will pay sums which you legally must pay to the lessor of a covered "auto" which you have leased without a driver for thirty (30) days or less for the lessor's loss of use of the covered "auto", provided:

(1) This insurance provides comprehensive, specified causes of loss or collision covered on the covered "auto";

(2) The loss of use results from the covered "auto" being damaged in an "accident" while you are leasing it.

We will pay up to a maximum limit of $1,500 for this covered extension.

L. Hired Car – Worldwide Coverage

The following is added to **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A.2. Coverage Extensions**:

f. Hired Car – Worldwide Coverage

(1) We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" which occurs outside of the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada resulting from the maintenance, or use of any covered "auto" of the private passenger type you lease, hire, rent or borrow without a driver for thirty (30) days or less.

(2) With respect to any claim made or "suit" instituted outside the United States of America, the territories and possessions of the United States of America, Puerto Rico, and Canada:

(a) You shall undertake the investigation, settlement and defense of such claims and "suits" and keep us advised of all proceedings and actions.

(b) You will not make any settlement without our consent.

(c) We will reimburse you:

(i) For the amount of damages because of liability imposed upon you by law on account of "bodily injury" or "property damage" to which this insurance applies, and

(ii) For all reasonable expenses incurred with our consent in connection with the investigation, settlement or defense of such claims or "suits". Reimbursement for expenses will be part of the Limit of Insurance for liability coverage shown in the Business Auto Coverage Declarations, and not in addition to such limits.

(3) The limit of Insurance for Liability Coverage shown in the Business Auto Coverage Declarations is the most we will reimburse you for the sum of all damages imposed on you, as set forth in paragraph **2.c.** above, and all expenses incurred by you arising out of any single "accident" or "loss".

(4) You must maintain the greater of the following primary auto liability insurance limits:

(a) Compulsory admitted insurance with limits required to be in force to satisfy the legal requirements of the jurisdiction where the accident occurs; or

(b) Insurance limits required by law and issued by a government entity or by an insurer licensed or permitted by law to do business in the jurisdiction where the "accident" occurs; or

(c) Auto liability insurance limits of at least $300,000 combined single limit or $100,000 per person/$300,000 per accident Bodily Injury, $100,000 Property Damage.

If you fail to comply with the above, this insurance is not invalidated. However, in the event of a "loss", we will pay only to the extent that we would have been liable had you so complied.

(5) The insurance provided by this coverage extension is excess over any other collectible insurance available to you whether on a primary, excess contingent or any other basis.

M. Temporary Transportation Expenses

SECTION III – PHYSICAL DAMAGE COVERAGE, **A.4. Coverage Extensions**, subparagraph **a. Transportation Expenses** is deleted and replaced by the following:

a. Transportation Expenses

(1) We will pay up to a maximum of $1,500 for temporary transportation expense incurred by you because of Physical Damage to a covered "auto".

(2) We will pay only for those covered "autos" for which you carry Comprehensive, Collision or Specified Case of Loss Coverage.

(3) We will pay only for those expenses incurred by you during the period of time that begins twenty-four (24) hours after the covered "loss" and ends at the time when the covered "auto" can be reasonable repaired or replaced.

(4) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

N. Amended Bodily Injury Definition – Mental Anguish

The following is added to **SECTION V – DEFINITIONS**, **Definition C**.:

"Bodily injury" also includes mental anguish, but only when the mental anguish arises from other bodily injury, sickness or disease.

O. Airbag Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE B. Exclusions 3.a.**:

However, this exclusion will not apply to accidental discharge of an airbag due to mechanical or electrical breakdown.

P. Amended Insured Contract Definition – Railroad Easement

SECTION V – DEFINITIONS paragraph **H.** "Insured contact" is modified as follows:

1. Paragraph **H.3.** is replaced by the following:

3. Any easement or license agreement.

2. Paragraph **H.6.a.** is deleted.

Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound

SECTION III – PHYSICAL DAMAGE COVERAGE B. Exclusions, exception paragraph **a.** to exclusion **4.c.** and **4.d.** is deleted and replaced with the following:

a. Equipment and accessories used with such equipment, except for tapes, records, discs or other electronic media device, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or is removable from the housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "autos" electrical system, in or upon the covered "autos"; or

R. Notice Of And Knowledge Of Occurrence

SECTION IV – BUSINESS AUTO CONDITIONS, A.2. Duties In The Event Of Accident, Claim Suit Or Loss, subparagraph **a.** is deleted and replaced with the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss" including:

(1) How, when and where the "accident" or "loss" occurred;

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured person and witnesses.

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(1) You, if you are an individual;

(2) A partner if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

S. Unintentional Errors Or Omissions

SECTION IV – BUSINESS AUTO CONDITIONS, **B. General Conditions; 2. Concealment Misrepresentation Or Fraud** is amended by adding the following:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

T. Towing Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, **A.2. Towing**, is deleted and replaced by the following:

2. We will pay up to $750 for towing and labor costs incurred each time a covered "auto" is disabled due to a covered cause of loss. However:

a. All labor must be performed at the place of disablement; and

b. If the covered auto is a private passenger type no deductible applies; and

c. If the covered auto is not of the private passenger type our obligation to pay will be reduced by a $250 deductible per disablement.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 59 WEC AJ9ADF **Endorsement Number:**
Effective Date: 01/01/21 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: Wilson Engineers, LLC
1620 W FOUNTAINHEAD PKWY STE 501
TEMPE AZ 85282

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by _____
Authorized Representative

CHANDLER arizona
Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** CP21-170

Date: July 12, 2021

To: Mayor and Council

Thru: Joshua H. Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
John Knudson, Public Works and Utilities Director
Andrew Goh, Capital Projects Manager

From: Sandra Story, Engineering Project Manager

Subject: Construction Manager at Risk Contract No. WW1901.401, Change Order No. 1, GMP-2, with McCarthy Building Companies, Inc., for the Water Reclamation Facility Improvements

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Proposed Motion:

Move City Council award Construction Manager at Risk Contract No. WW1901.401, Change Order No. 1, GMP-2, to McCarthy Building Companies, Inc., for the Water Reclamation Facility Improvements, in an amount not to exceed $38,552,248.

Background/Discussion:

The City provides wastewater services to over 260,000 residents. The Ocotillo Water Reclamation Facility, located at 3333 S. Old Price Road, was originally built in 1985. The Airport Water Reclamation Facility, located at 905 E. Queen Creek Road, was originally built in 1998. Both facilities are in need of rehabilitation due to aging infrastructure. Major efforts of the project will include the replacement of sand media filters with updated cloth media technologies, rehabilitation of secondary clarifiers, replacement of large diameter blower piping and related instrumentation, as well as electrical upgrades.

On February 25, 2021, City Council awarded Construction Manager at Risk Contract No. WW1901.401 Guaranteed Maximum Price (GMP) -1 to McCarthy Building Companies, Inc. for the Water Reclamation Facility Improvements, that included the procurement of disc filters and stainless steel gates, demolition, and concrete work at the Airport Water Reclamation Facility.

This GMP -2 agreement is the next phase of the project and will include the replacement of sand media filters with updated cloth media technologies, rehabilitation of secondary clarifiers, construction of a reclaimed water reservoir, replacement of large diameter blower piping, related instrumentation, and electrical upgrades. The contract completion time is 730 calendar days following Notice to Proceed.

A related Professional Services Agreement with Wilson Engineers, LLC, for the Water Reclamation Facility Improvements Construction Management Services, is also scheduled for this City Council meeting.

Evaluation:

The selection process was followed in accordance with City policy and procedure and State law. Staff recommends approval of this change order to McCarthy Building Companies, Inc., based on qualifications, relevant firm experience, team experience, project understanding, and project approach. Staff reviewed the Guaranteed Maximum Price proposal and determined it to be reasonable.

Financial Implications:

This project utilizes savings in the amount of $4,615,943 transferred from 610.3910.6WW189; $4,339 transferred from 611.3910.6WW189; and $1,186,523 transferred from 615.3910.6WW189 to 615.3910.6WW621.

Funding includes resources from both Fiscal Year 2020-2021 (estimated carryforward) as well as from Fiscal Year 2021-2022.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
615.3910.6814.6WW621	Wastewater Operating Fund	Water Reclamation Facility Impr	$32,745,443	Y
610.3910.6817.6WW189	Reclaimed Water SDF	Effluent Reuse-Storage & Rcvry Well	$4,615,943	Y
611.3910.6817.6WW189	Wastewater Bonds	Effluent Reuse-Storage & Rcvry Well	$4,339.00	Y
615.3910.6817.6WW189	Wastewater Operating Fund	Effluent Reuse-Storage & Rcvry Well	$1,186,523	Y

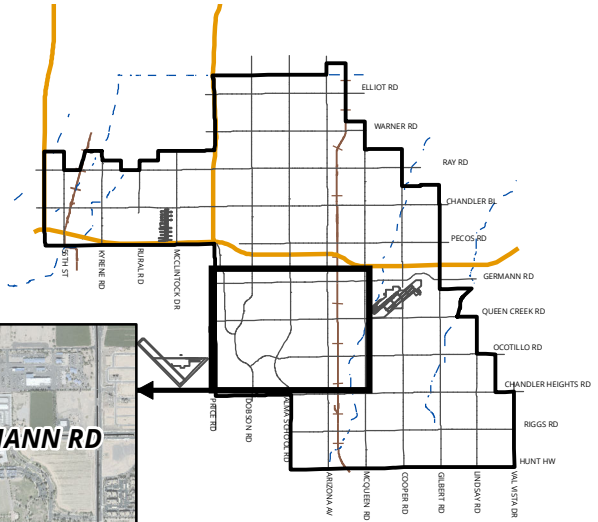
Attachments

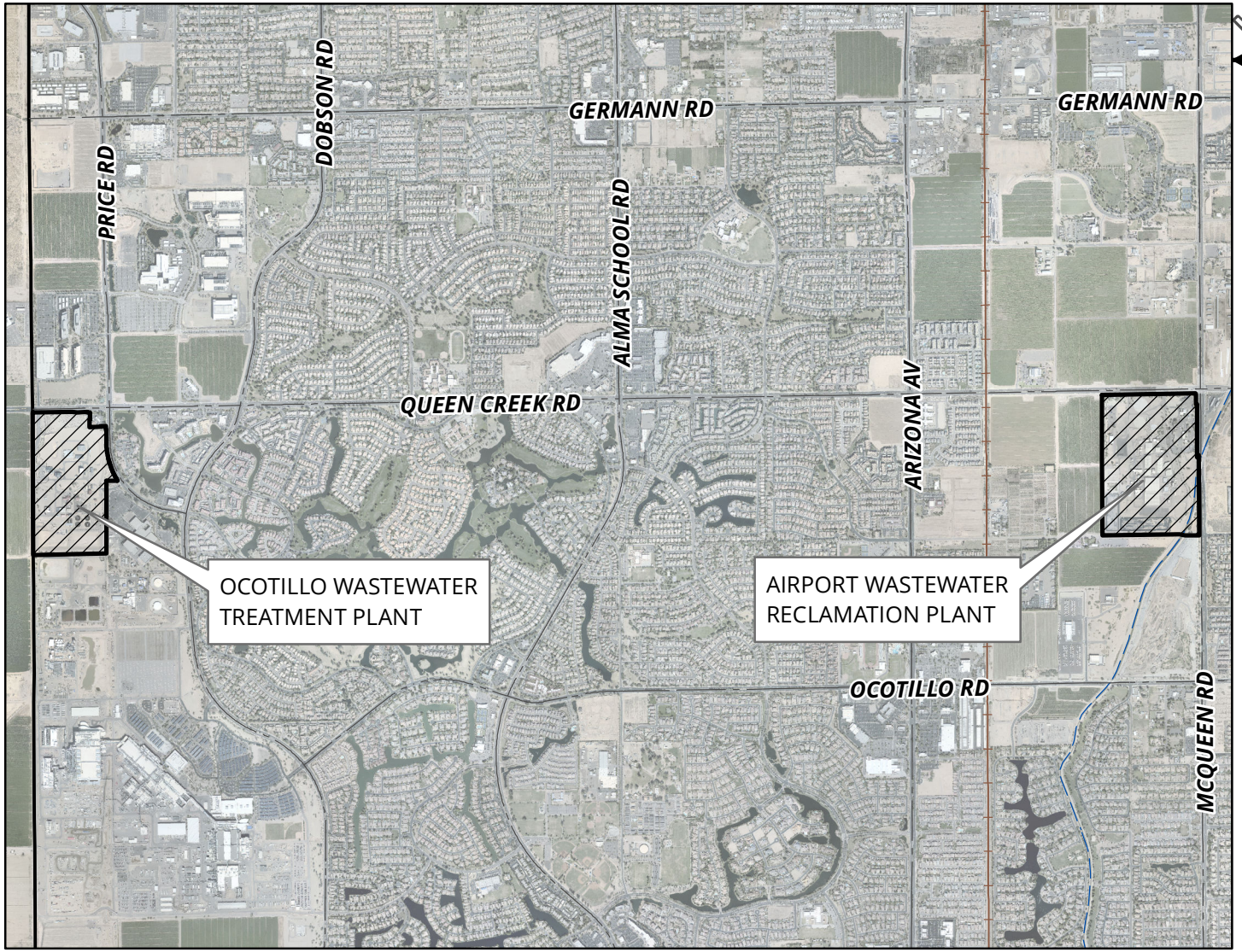
Location Map

Change Order No. 1 - McCarthy

CHANDLER arizona

WATER RECLAMATION FACILITY IMPROVEMENTS - GMP 2 PROJECT NO. WW1901.401





MEMO NO. CP21-170

PROJECT SITE

NTS

ChanGIS

F:\ENGINEER\GENSERV_ArcMap_Shared\Map Requests\Capital Projects\CP21-170 WATER RECLAMATION FACILITY IMPROVEMENTS GMP 2\CP21-170.mxd 6/11/2021 MARICELAH

CITY OF CHANDLER
CHANGE ORDER NO. 1
DATE 6/9/2021

Change Order not valid until signed by both the City and the Contractor. Contractor's signature indicates agreement herewith, including any adjustments in the Contract Price or Contract Time.

Project Name: **Water Reclamation Facility Improvements - GMP 2**
Project No.: **WW1901.401**
User Dept.: Public Works & Utilities NTP Date: 6/1/2021

TO: **McCarthy Building Companies, Inc.** (CONTRACTOR) **6225 N. 24th St., Ste. 200 Phoenix, AZ 85016** (Address)

Contractor must make the following changes to this contract: (Detail scope change (Exh. A) / cost breakdown (Exh. B), if needed)

This Change Order No. 1 is for replacement of sand media filters with updated cloth media technologies, rehabilitation of secondary clarifiers, construction of a reclaimed water reservoir, replacement of large diameter blower piping, and related instrumentation and electrical upgrades. See Exhibit A

OWNER NAME & DATE APPROVAL: **John Pinkston 6/2/2021**

Changes result in the following revised contract amount and time:

Original contract amount:	**$5,842,737**
Current contract amount, prior to this Change Order: (incl. previous Change Orders)	**$5,842,737**
Net change resulting from this Change Order: (if over $50,000 from contract amount previously approved by Council, Council approval is required)	**$38,552,248**
Revised contract amount, including this Change Order:	**$44,394,985**
Last contract amount approved by Council:	**$5,842,737**
Change Order % of last contract amount approved by Council: (if over 10% of previous contract amount approved by Council, Council approval is required)	**660%**

Contract time or completion date prior to this Change Order: (incl. previous Change Orders) _____ Days or 2/6/22 Date

Net change resulting from this Change Order: _____ Days

Revised contract time OR completion date: _____ Days or 8/25/23 Date

SIGNATURE PAGE TO FOLLOW

THE ABOVE IS AGREED TO BY:

McCarthy Building Companies, Inc.
CONTRACTOR

Signature

06/28/2021
Date

JBrunsman@McCarthy.com
Signer Email Address

Or (not both, delete appropriately)

For Change Orders of $50,000 or more, or 10% or more of last contract amount approved by Council:

MAYOR

Date

Approved by Council on:

Date

Recommended By:

Approved as to Form (initials):

Andrew Goh, CIP City Engineer

Date

City Attorney by:

Attest: City Clerk:

Date

E-copy: Owner / Project Mgr. / Orig.- City Clerk

Exhibit A

City of Chandler Water Reclamation Facility Improvements Project

Project No. WW1901.401

GMP #2 Proposal

May 4, 2021 Rev June 21, 2021

City of Chandler Water Reclamation Facility Improvements Project

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- SCOPE SHEETS WITH VENDOR BACKUP

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- QUESTION AND ANSWER LOG

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City of Chandler Water Reclamation Facility Improvements Project
PROJECT DESCRIPTION

Project Description

The project consists of improvements to the Airport Water Reclamation Facility (AWRF) and the Ocotillo Water Reclamation Facility (OWRF). This GMP includes the work for the project as follows:

1. The improvement items for Airport WRF are:
    a. Removal and replacement of Blower Piping between the Blower Building and the Aeration Basins.
    b. Modifications of Blower Piping and exhaust fans at the Blower Building.
    c. Replacement of the fine bubble diffusers and diffuser piping for 2 Aeration Basins.
    d. Retrofit East Mono-Media Filters to Disc Filters.
    e. Addition of a Maintenance Building.
    f. Replacement of the 480V Duct Bank between MCC-BL2 and MCC-AER.
    g. Upgrades to Distributed Control System to add the Disc Filters to the existing Foxboro Controls.

2. The improvement items for Ocotillo WRF are:
    a. Structural modifications of the Aeration Basins, including channel widening and cutting out of foam ports.
    b. Structural modifications of the Anoxic Basins, including channel widening and extension, replacement od slide gates, addition of slide gates and stop logs, replacement of the IMLR flow meter, replacement of all mixers, addition of one IMLR pump.
    c. Rehabilitation of the Clarifier Splitter Box, including replacement of gates, mud valves, and removal of mixers.
    d. Rehabilitation of the RAS/WAS Pumpstation, including process mechanical piping, pumps, VFD and floor coatings.
    e. Mechanism replacement for Secondary Clarifiers 1 and 2.
    f. Replacement of Secondary Clarifier No. 1 drain plug valve.
    g. Replacement of the RAS pumps and VFDs, flow meter, and RAS piping.
    h. Replacement of the WAS pumps, flow meter and WAS piping.
    i. Demolition of existing Traveling Bridge Filters No. 1 and No. 2 and install four Disc Filters.
    j. Addition of a 1.5 MG Reclaimed Water Reservoir with ancillary piping and valving.
    k. Replacement of the Non-Potable Water (NPW) piping and nozzles on the Aeration Basins with new connection to the existing NPW loop.
    l. Modification to the cake silo actuated gate.
    m. Replacement of the Blower Building Motor Control Centers.
    n. Upgrades to Distributed Control System to add the IMLR pumps, Disc Filters, Reservoir to the existing SCADA Controls.

The cost to procure of the Stainless-Steel Gates and Disc Filters for both AWRF and OWRF have been included in GMP 1 and have not been included in this GMP. The Stainless steel gates will be released for fabrication off of the For Construction set of documents.

The following alternate pricing has not been included as part of the total GMP cost:

1. Alternate 1: Purchase and installation of disc filter 6 at AWRF (Concrete work for filter 6 is included in WC 03A)
2. Alternate 2: Clarifier 3 removal and replacement at OWRF
3. Alternate 3: Two sludge holding tanks with new blower building at OWRF
4. Alternate 4: Removal and replacement of 2 aeration basin diffusers

PROJECT COST SUMMARY

5/4/2021 Rev 6/21/2021

Project: **Chandler Water Reclamation Facility Improvements Project**
GMP #2 Proposal
Client: **City of Chandler**
Location: **Chandler, AZ**
City Project # **WW1901.401**

		Percentage	Amount
A. Direct Costs			
A1	Direct Cost		$29,103,022
A2	Construction Contingency	2.38%	$691,209
	TOTAL DIRECT COSTS:		***$29,794,231***
B. General Conditions on Direct Costs only			
B	General Conditions	8.9%	$2,725,539
	SUBTOTAL 1 (Cost of the Work):		**$32,519,770**
C. CM@Risks's Fee on Cost of Work only			
	CMAR Construction Fee	7.0%	$2,276,384
	SUBTOTAL 2		**$34,796,154**
D. Bonds and Insurance			
D1	Performance and Payment Bonds	0.7%	$243,573
D2	Insurance (PL/PD, Builders Risk)	1.2%	$431,472
	Bonds & Insurance Allowance Total		***$675,045***
	SUBTOTAL 3		**$35,471,199**
E. Sales Tax			
E1	Sales Tax (65% of 7.8%)	5.07%	$1,798,390
E2	Tax Credits		($256,620)
	TOTAL SALES TAX		***$1,541,770***
F. Allowances			
F1	COVID/Force Majeure Allowance		$100,000
F2	Owner Allowance		$400,000
F3	IT Allowance at Maintenance Bld @ AWRF		$300,000
F4	90% TO 100% Drawing Allowance		$664,279
F5	Invent Allowance		$75,000
	TOTAL GMP #2 PROPOSAL		**$38,552,248**

TAX EXEMPT SUMMARY

5/4/2021 Rev 6/21/2021

Project: **Chandler Water Reclamation Facility Improvements Project**
GMP #2 Proposal
Client: **City of Chandler**
Location: **Chandler, AZ**
City Job # **WW1901.401**

	DESCRIPTION	Total Tax Exempt Value
01A	General Requirements	$0
01B	Maintenance of Plant Operations	$0
01C	Quality Control	$0
01D	Startup & Commissioning	$0
01E	Survey	$0
01F	Engineers Trailers	$0
02A	Demolition	$0
02B	Earthwork & Yard Pipe	$348,168
02B.1	Landscaping	$0
02B.2	Paving	$0
02B.3	Site Concrete	$0
03A	Concrete & Reinforcing	$0
03A.1	Concrete Reinforcment	$0
04A	Masonry	$0
05A	Structural Steel	$0
05B	Miscellaneous Metals	$0
06A	Carpentry	$0
06B	Fiberglass Fabrications	$0
07A	Roofing, Accessories & Flashing	$0
07B	Sealants/Thermal Protection	$0
08A	Metal Doors, Frames, Hardware	$0
08B	Glass & Glazing	$0
08D	Overhead Coiling Doors	$0
09A	Drywall	$0
09B	Tile & Resilient Flooring	$0
09C	Suspended Acoustical Ceilings	$0
09E	Paintings & Coatings	$0
10A	Identification Devices & Misc. Specialties	$0
11C	Vertical Turbine Pumps	$147,700
11D	Submersible Mixers	$312,600
11E	Secondary Clarifier Mechanism	$837,325
11F	Fine and Coarse Aeration Systems	$174,230
11H	Submersible Pump for Dry Pit Application	$288,901

11J	End Suction Centrifugal Pump			$41,021
11K	Equipment Installation			$0
13A	Wet Pipe Fire Extinguishing System			$0
13B	Prefabricated Metal Building			$0
14A	Hoist, Trolleys, Monorail			$0
15A	Process Mechanical			$2,266,106
15B	HVAC/Plumbing			$0
16A	Electrical, Instrumentation, & Control			$645,487
	Total Tax Exempt Amount			***$5,061,538***
	Gross Receipts Tax Credit, 65% * 7.8%	5.07%	$	(256,620)

LIST OF SUBCONTRACTORS AND SUPPLIERS

5/4/2021 Rev 6/21/2021

Project: **Chandler Water Reclamation Facility Improvements Project**
GMP #2 Proposal
Client: **City of Chandler**
Location: **Chandler, AZ**
City Project # **WW1901.401**

Work Category	DESCRIPTION	Subcontractor / Supplier
Recommended Subcontractors / Suppliers		
01A	General Requirements	Various
01B	Maintenance of Plant Operations	Various
01C	Quality Control	Alpha Geotechnical
01D	Startup & Commissioning	McCarthy
01E	Survey	Southwest Survey
01F	Engineers Trailers	Misc
02A	Demolition	Penhall
02B	Earthwork & Yard Pipe	McCarthy
02B.1	Landscaping	AAA Landscaping
02B.2	Paving	L&L Asphalt
02B.3	Site Concrete	Via Sun
03A	Concrete	McCarthy
03A.1	Concrete Reinforcment	Tyler Reinforcing
04A	Masonry	Denny Clark
05A	Structural Steel	Revolution
05B	Miscellaneous Metals	Revolution
06A	Carpentry	Best Holdings Group
06B	Fiberglass Fabrications	Fibergrate
07A	Roofing, Accessories & Flashing - ALT ONLY	Broken Arrow
07B	Sealants/Thermal Protection	RTI Sealants
08A	Metal Doors, Frames, Hardware	Walters and Wolf
08B	Glass & Glazing	SGSI Glass and Glazing
08D	Overhead Coiling Doors	Miner Corp
09A	Drywall	Pete King
09B	Tile & Resilient Flooring	Envision Flooring
09C	Suspended Acoustical Ceilings	Barret-Homes
09E	Paintings & Coatings	PPC
10A	Identification Devices & Misc. Specialties	Misc Vendors
11C	Vertical Turbine Pumps	Cascade/JCH
11D	Submersible Mixers	Invent
11E	Secondary Clarifier Mechanism	Walker
11F	Fine and Coarse Aeration Systems	Sanitaire/JCH
11H	Submersible Pump for Dry Pit Application	Flygt/JCH
11J	End Suction Centrifugal Pump	Fairbanks/Hennesy Mech
11K	Equipment Installation	McCarthy
13A	Wet Pipe Fire Extinguishing System	RCI Systems
13B	Prefabricated Metal Building	Arizona Corp
14A	Hoist, Trolleys, Monorail	Hoist Systems
15A	Process Mechanical	McCarthy
15B	HVAC/Plumbing	McCarthy
16A	Electrical, Instrumentation, & Control	Ludvik

WORK CATEGORY SCHEDULE OF VALUES ("SOV")

5/4/2021 Rev 6/21/2021

Project: **Chandler Water Reclamation Facility Improvements Project**
GMP #2 Proposal
Client: **City of Chandler**
Location: **Chandler, AZ**
City Project # **WW1901.401**

Work Category	Description	Total
A. DIRECT COSTS		
01A	General Requirements	$391,897
01B	Maintenance of Plant Operations	$519,391
01C	Quality Control	$52,508
01D	Startup & Commissioning	$13,432
01E	Survey	$19,000
01F	Engineers Trailers	$148,366
02A	Demolition	$984,603
02B	Earthwork & Yard Pipe	$3,440,494
02B.1	Landscaping	$44,287
02B.2	Paving	$89,312
02B.3	Site Concrete	$119,764
03A	Concrete	$5,087,692
03A.1	Concrete Reinforcment	$879,869
04A	Masonry	$6,335
05A	Structural Steel	$642,403
05B	Miscellaneous Metals	$863,923
06A	Carpentry	$2,809
06B	Fiberglass Fabrications	$42,734
07B	Sealants/Thermal Protection	$11,024
08A	Metal Doors, Frames, Hardware	$31,482
08B	Glass & Glazing	$12,103
08D	Overhead Coiling Doors	$32,721
09A	Drywall	$119,345
09B	Tile & Resilient Flooring	$14,556
09C	Suspended Acoustical Ceilings	$6,815
09E	Paintings & Coatings	$347,253
10A	Identification Devices & Misc. Specialties	$99,901
11C	Vertical Turbine Pumps	$152,913
11D	Submersible Mixers	$317,719
11E	Secondary Clarifier Mechanism	$854,427
11F	Fine and Coarse Aeration Systems	$175,539
11H	Submersible Pump for Dry Pit Application	$196,668
11J	End Suction Centrifugal Pump	$47,402
11K	Equipment Installation	$1,675,810
13A	Wet Pipe Fire Extinguishing System	$32,703
13B	Prefabricated Metal Building	$564,673
14A	Hoist, Trolleys, Monorail	$231,563
15A	Process Mechanical	$4,263,556
15B	HVAC/Plumbing	$737,661
16A	Electrical, Instrumentation, & Control	$5,828,369
	Direct Cost Subtotal	***$29,103,022***

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **01A - General Requirements**

GMP Date: **5/4/2021 Rev 6/21/2021**

TOTAL WORK CATEGORY PACKAGE VALUE				**$391,897**
Description	**Qty**	**Unit**	**Unit Price**	**Total**
Both Sites				**$130,520**
CPM Schedule Preparation	1	LS	22,880.00	$22,880
CPM Schedule Progress Updates	23	MO	4,680.00	$107,640
Airport WRF				**$90,661**
Final Cleanup (Maintenance Bldg)	1.0	LS	1,533.00	$1,533
General Cleanup- Periodic	51	WK	446.73	$22,761
Haul Debris Service/Haz Com Program (3 LD/MO)	36.0	LD	260.06	$9,362
Temporary Toilets (2x per wk.) @ 6 for 12 Mo	72	MO	77.35	$5,569
Hand Wash (1x per Wk.) @ 3 for 12 Mo	36	MO	85.00	$3,060
Temp Ladders/Stairs/Site Lighting	1	LS	3,500.00	$3,500
Temp Protection	1	LS	5,000.00	$5,000
Project Signs	1	LS	12,000.00	$12,000
Fire Extinguishers	8	EA	150.00	$1,200
Progress Photos & Drone Flights	12	EA	450.00	$5,400
As-Builts per 01782	1	LS	2,000.00	$2,000
Utility Locating and Mapping	1	LS	10,000.00	$10,000
General Safety Labor	12	MO	773.00	$9,276
Ocotillo WRF				**$170,716**
Final Cleanup	1.0	LS	4,500.00	$4,500
General Cleanup- Periodic	101	WK	446.73	$45,328
Haul Debris Service/Haz Com Program (4 LD/MO)	91	LD	260.06	$23,665
Temporary Toilets (2x per wk.) @ 6.5 - 21 Mo	138	MO	77.35	$10,675
Hand Wash (1x per Wk.) @ 3 for 21 Mo	69	MO	85.00	$5,865
Temp Ladders/Stairs/Site Lighting	1	LS	3,500.00	$3,500
Temp Protection	1	LS	5,000.00	$5,000
Temp Fence / Barricades	1	LS	5,500.00	$5,500
Project Signs	1	LS	15,000.00	$15,000
Fire Extinguishers	20	EA	150.00	$3,000
Progress Photos & Drone Flights	21	EA	450.00	$9,450
As-Builts per 01782	1	LS	5,000.00	$5,000
Utility Locating and Mapping	1	LS	18,000.00	$18,000
General Safety Labor	21	MO	773.00	$16,233
TOTAL WORK CATEGORY PACKAGE VALUE				$391,897

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **01B - Maintenance of Plant Operations**

GMP Date: **5/4/2021 Rev 6/21/2021**

COMPANY INFORMATION		**McCarthy Building Companies**				
		Ben Whitlock				
		602-320-7837				
		bwhitlock@mccarthy.com				
TOTAL WORK CATEGORY PACKAGE VALUE		**$519,391**				
MCCARTHY SUBCONTRACT & FRONT END TERMS						
1	Per Plans & Specifications	Yes				
2	Division 1 as it relates to this scope of work	Yes				
3	01012 Plant Operation During Construction	Yes				
Scope of Work						
Base Bid:		$560,790.00				
4	Provide all labor, materials, tools, equipment and appurtenances as required to perform the Work Category 01B - Maintenance of Plant Operations, in accordance with and reasonably inferable from the Contract Documents, complete and without exception unless otherwise noted below, including, but not limited to the following:	Yes				
5	1 year warranty from Final Acceptance (Aug 2023)	N/A				
6	**AWRF**					
7	**CMAR MOPOs**					
8	Filters 1-8 Process Flow	Yes				
9	Blower Piping Air Supply Test Included as an alternate	No				
10	**Civil MOPOs**					
11	Abandon 24" BW at Filters	WC 02B				
12	Abandon 12" Filter to Waste Piping	WC 02B				
13	Connection of 12-inch Backwash Water Pipe to new sewer manhole	WC 02B				
14	Maintenance Bldg. POT/Sewer connections	WC 02B				
15	**Process MOPOs**					
16	Aeration Basin Diffuser Piping	N/A				
17	Blower Piping	WC 15A				
18	Abandon 8" SST Air Supply at Filters	WC 15A				
19	**Electrical MOPOs**					
20	MCC-BL2 to MCC-AER Feed Replacement	WC 16A				
21	Thickening Building - MCC-TH2 - New Maintenance Building Breaker/Feeders	WC 16A				
22	**OWRF**					
23	**CMAR MOPOs**					
24	Chlorine Contact Basin Bypass for Structural & Process Modifications	Yes				
25	Clarifier 1 & 2 Structure Shutdown	Yes				
26	Filters 1 - 2 Process Flow	Yes				
27	Anoxic Basin Process Flow	Yes				
28	Clarifier Splitter Box (3 Coffer Dams)	Yes				
29	RAS/WAS PS and Wetwell (Cleanout)	Yes				
30	Reclaimed Water Pump Station Sluice Gates	Yes				
31	**Civil MOPOs**					
32	48" RW Installation at CCB	WC 02B				
33	60" Manholes West of Sludge Holding Tanks	WC 02B				
34	6" NPW Connection South of Aeration Basins	WC 02B				
35	New Sewer MH East of Filters	WC 02B				
36	**Process MOPOs**	N/A				

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **01B - Maintenance of Plant Operations**

GMP Date: **5/4/2021 Rev 6/21/2021**

COMPANY INFORMATION		**McCarthy Building Companies**				
		Ben Whitlock				
		602-320-7837				
		bwhitlock@mccarthy.com				
TOTAL WORK CATEGORY PACKAGE VALUE		**$519,391**				
37	**Electrical MOPOs**					
38	Secondary Clarifier #1, #2 and #3 feeders, drive motors, control panels, etc. replacement and upgrade	WC 16A				
39	MCC-539-001/002 prep for new disk filters #1-4	WC 16A				
40	Reclaimed Water PS Ductbank Relocation	WC 16A				
41	**General**					
42	Provide lifting lugs for proper installation	Yes				
43	Provide structural and anchorage calculation sealed by a registered structural engineer in the state of Arizona	Yes				
44	Provide all anchors and epoxy required for the installation of the equipment	Yes				
45	Unloading & storage	Yes				
46	**GMP 1 Early Demo**	-$41,399				
47	ADD ALTERNATE NOT IN TOTAL (Blower Pipe Test Station)	$45,787				
48	End of Scope					
49	Bond/CDI Cost	$0				
	TOTAL WORK CATEGORY PACKAGE VALUE	**$519,391**				

Estimate Detail

Chandler WRF Improvement Project GMP 2

6/21/2021

Description	Quantity		Unit Price	Labor Total	Equip Total	Mat Total	Sub Total	Total
01B – Maintenance of Plant Operations								
A - Filters				**10,512**	**5,138**	**23,249**	**2,500**	**$41,399**
AWRF Filters 1-8								
Coffer dam engineering	1.0	EA	1,800.00			1,800		$1,800
Coffer dam fabrication	4.0	EA	5,000.00			20,000		$20,000
Coffer dam installation	4.0	EA	1,501.68	6,007				$6,007
Pump out Flocc Basins 1-4	4.0	EA	825.42	1,502	1,800			$3,302
Disinfect Filters 1-8, Filter Influent Channels and BW Channel	10.0	EA	250.00				2,500	$2,500
Remove coffer dam	4.0	EA	750.84	3,003				$3,003
42" inflatable plug	2.0	MO	1,669.00		3,338			$3,338
Safety Equipment @ 2%	1.0	LS	827.97			828		$828
Small Tools/Consumables @ 1%	1.0	LS	620.98			621		$621
O - Aeration / Anoxic & MCC Replacement				**101,044**	**47,616**	**19,240**		**$167,900**
Anoxic Grit Removal								
City to open mud valves to drain basins	2.0	EA						
Grit Removal	1,017.0	CY						
Crane	20.0	DY	1,864.04	11,594	25,687			$37,281
Forklift	20.0	DY	670.24	9,275	4,130			$13,405
CAT 242D Skid Steer	20.0	DY	914.08	9,888	8,394			$18,282
(6) Craft for cleanup	20.0	DY	2,620.32	52,406				$52,406
Trash Hoppers	6.0	EA	558.00		3,348			$3,348
2 Yd Concrete Buckets	6.0	EA	593.00		3,558			$3,558
Fuel (35 Gallons Per Day)	20.0	DY	122.50			2,450		$2,450
Power Washer	1.0	LS	2,500.00		2,500			$2,500
50% OT @ 1.43%	1.0	LS	17,880.17	17,880				$17,880
Safety Equipment @ 6%	1.0	LS	10,074.02			10,074		$10,074
Small Tools @ 4%	1.0	LS	6,716.02			6,716		$6,716
O - Chlorine Contact Basin				**4,504**	**75,446**	**58,720**		**$138,670**
OWRF Chlorine Contact Basin for Modifications								
Pump Bypass	4.0	WK	30,631.25		72,125	50,400		$122,525
Labor to install and remove plug	1.0	EA	794.24	794				$794
48" inflatable plug	1.0	MO	1,669.00		1,669			$1,669
Forklift	8.0	HR	670.25	3,710	1,652			$5,362
Safety Equipment @ 6%	1.0	LS	8,320.23			8,320		$8,320
O - Clarifiers				**2,052**	**19,328**			**$21,381**
Secondary Clarifier 1 & 2								
30" Inflatable Plug - Clarifier 1	8.0	MO	927.00		7,416			$7,416
Plug Installation/Removal - Clarifier 1	16.0	EA	183.70	794	2,145			$2,939
Forklift - Clarifier 1	4.0	HR	83.78	232	103			$335
30" Inflatable Plug - Clarifier 2	8.0	MO	927.00		7,416			$7,416
Plug Installation/Removal - Clarifier 2	16.0	EA	183.70	794	2,145			$2,939
Forklift - Clarifier 2	4.0	HR	83.78	232	103			$335
O - Effluent Storage Reservoir				**9,020**	**4,068**	**835**		**$13,924**
Reclaimed Water PS Sluice Gate								
Remove 48" blind flanges	3.0	DY	3,462.32	7,861	2,526			$10,387
Forklift	1.0	DY	837.82	580	258			$838
Crane	1.0	DY	1,864.04	580	1,284			$1,864
Safety Equipment @ 4%	1.0	EA	556.98			557		$557
Consumables @ 2%	1.0	LS	278.49			278		$278
O - Filters				**7,508**		**20,834**		**$28,342**
OWRF Filters								
Coffer dam engineering	2.0	EA	2,350.00			4,700		$4,700
Coffer dam fabrication	3.0	EA	5,000.00			15,000		$15,000
Coffer dam installation	3.0	EA	1,501.68	4,505				$4,505
Remove coffer dam	3.0	EA	1,001.12	3,003				$3,003
Small Tools/Consumables @ 4%	1.0	LS	1,133.68			1,134		$1,134
O - RAS/WAS Pump Station				**10,481**	**15,992**	**2,345**	**500**	**$29,318**
RAS/WAS PS and Wet Well								
Clean	4.0	DY	3,462.32	10,481	3,368			$13,849
Vactor Truck and haul off for wet well	4.0	EA	2,979.90		11,920			$11,920
Safety Retrieval System	4.0	DY	176.00		704			$704
Disinfect Pump Station/Wet Well	1.0	EA	500.00				500	$500
Safety Equipment @ 4%	1.0	LS	1,172.73			1,173		$1,173
Small Tools @ 4%	1.0	LS	1,172.73			1,173		$1,173
O - Splitter Box Mods				**7,324**	**5,137**	**13,384**		**$25,846**
OWRF Splitter Box								
Coffer dam engineering	1.0	EA	2,350.00			2,350		$2,350
Coffer dam fabrication	2.0	EA	5,000.00			10,000		$10,000
Coffer dam installation	2.0	EA	1,501.68	3,003				$3,003
Crane	4.0	DY	1,864.04	2,319	5,137			$7,456
Remove coffer dam	2.0	EA	1,001.12	2,002				$2,002
Consumables @ 4%	1.0	LS	1,033.82			1,034		$1,034
Z - General Requirements (both plants)						**52,000**		**$94,010**
Job Support Items								
Final MOPO Development	1.0	LS	52,000.00			52,000		$52,000
Contractor Fee @ 9%	466,780.2	%	0.09					$42,010
01B – Maintenance of Plant Operations Total				**152,447**	**172,726**	**190,608**	**3,000**	**$560,790**

Project Name: Chandler WRF Improvements
Project No. WW1901.201

Work Category: **01C - Quality Control Testing**

GMP Date: **5/4/2021 Rev 6/21/2021**

	COMPANY INFORMATION	Recommended Alpha Geotechnical & Materials, Inc	ACS Services	Ninyo & Moore		
		Aaron Tiemann	Sean Mayfield	Jony Martinez		
		623-414-9909	480-968-0190	520-577-7600		
		atiemann@alphageotech.com	email	email		
	TOTAL WORK CATEGORY PACKAGE VALUE	**$52,508**	**No Bid**	**No Bid**		
	MCCARTHY SUBCONTRACT & FRONT END TERMS					
1	Compliant with McCarthy Front Ends	No				
2	Bid Submitted on McCarthy Bid Form	No				
3	Bid Bond Included with Bid (if over $250k Sub/$500k Supplier)	N/A				
4	Current Bank Reference Letter that shows Subcontractor or Vendor is in good standing. (The date on the letter provided should be within the last 30 days and the letter should include the status of their line of credit.)	In Prequal				
5	Surety Company	N/A				
6	Surety AM Best Rating (Must be A- or Better)	N/A				
7	AM Best Financial Size X($500M to $750M) or higher	N/A				
8	Anticipated contract amount is less than the Federal UW Limit as listed on the Treasury Listing	N/A				
9	Bond/CDI Cost	0.000%				
10	Included Insurance Requirements (Per Matrix)	Yes				
11	GL Insurance Company Name	Travelers Indemnity				
12	GL Insurance Carrier AM Best Rating (Must be A- or Better)	Yes				
13	PRL Insurance (If required by the Front Ends)	Yes				
14	Pollution Insurance (If required by the Front Ends)	N/A				
15	Tier 1 Approved	Yes				
16	Tier 2 Approved	N/A				
17	Safety Items:					
18	OSHA Recordable Incident Rate (Current)	6.1 had 3 minor on less than 100k of hrs				
19	Agrees to comply with PPE requirements including 100% glove policy	Yes				
20	Acknowledges updated ladder policy (platform ladders)	Yes				
21	Task Hazard Analysis included for all tasks	Yes				
22	Tie-off above 6' required	Yes				
23	Includes Hoisting for Sub's Own Work Scope	N/A				
24	Acknowledges Soils Report	Yes				
25	Acknowledges Addenda	Yes				
26	Hold Bid for 150 Days	Yes				
27	Pricing good for the duration of the project	Yes				
28	Sales Tax Included	N/A				
29	**COVID-19 Market Questions**					
30	How has your workprogram been impacted by the COVID-19 situation? % of work stopped or delayed by more than 2 weeks?	No				
31	Have you had any future work oppurtunities canceled or delayed? What % of your future sales are projected to be impacted by COVID-19?	No				
32	Are you suffering productivity loss that is impacting the ability to complete work on time?	No				
33	Have you had any difficulty with employees not wanting to come to work because of the risk of infection?	No				
34	Have you experienced any unusual voluntary turnover as a result of COVID-19?	No				
35	Have you had to furlough or make a reduction in staff or go to a reduced workweek as a result of COVID-19 market conditions?	No				
36	Have you experienced and/or do you anticipate any issues with existing suppliers or vendors?	No				
37	Do you have any overseas suppliers that may be impeding your supply chain?	No				
38						

Project Name: Chandler WRF Improvements
Project No. WW1901.201

Work Category: **01C - Quality Control Testing**

GMP Date: **5/4/2021 Rev 6/21/2021**

	COMPANY INFORMATION	Recommended Alpha Geotechnical & Materials, Inc Aaron Tiemann 623-414-9909 atiemann@alphageotech.com	ACS Services Sean Mayfield 480-968-0190 email	Ninyo & Moore Jony Martinez 520-577-7600 email		
	TOTAL WORK CATEGORY PACKAGE VALUE	**$52,508**	**No Bid**	**No Bid**		
39	Per Plans & Specifications	Yes				
40	Division 1 as it relates to this scope of work	Yes				
Scope of Work						
Base Bid:		$40,529				
41	Provide all labor, materials, tools, equipment and appurtenances as required to perform the Work Category 01C - Quality Control Testing, in accordance with and reasonably inferable from the Contract Documents, complete and without exception unless otherwise noted below, including, but not limited to the following:	Yes				
42	Check to Spec completed and submitted to McCarthy	N/A				
43	1 year warranty from Final Acceptance (Aug 2023)	N/A				
44	Early concrete breaks for columns (16)	$1,994				
45	Early concrete breaks for beams (6)	$748				
46	Early concrete breaks for decks (46)	$5,733				
47	Soil Compaction Tests (50)	$3,505				
48	Mapping Services	N/A				
49	COVID-19 Scope Items					
50	Proposal includes CDC, Federal, State and Local OSHA guidelines for COVID-19.	Yes				
51	Your proposal shall include all productivity, schedule, and other impacts to cost and schedule.	Yes				
52	All personnel onsite must maintain 6'0" spacing between personel and shall have facemasks on at all times that align with CDC, Federal, State or Local OSHA guidelines for COVID-19.	Yes				
53	Work activities that require personnel to be closer than 6'0" must have a plan presented and approved by McCarthy before work activity commences. Work activities within 6'0" shall also include the appropriate masks and PPE while performing the work.	Yes				
54	All tools and equipment used must be sanitzed each day.	Yes				
55	Personnel must comply with all hand washing and sanitizing requirements set by McCarthy.	Yes				
56	Subcontractors with onsite trailers must sanitize trailer interior high contact areas and restroom facilities daily. Subcontractors must have a plan approved by McCarthy to maintain 6' social distancing within the trailer as required by the AHJ.	N/A				
57	Personnel are not allowed to carpool to the site or while onsite.	Yes				
58	Any personnel reporting symptoms must be immediately reported to McCarthy and follow the apropriate testing and quarantine protocols.	Yes				
59						
60	End of Scope					
61	Bond/CDI Cost	$0				
62	**TOTAL WORK CATEGORY PACKAGE VALUE**	**$52,508**				

April 05, 2021

Alpha Proposal Number: 21-CC-12148

Attention: BWhitlock, Project Manager
Estimating Department
Regarding: Materials Testing and Sampling Services

Alpha Geotechnical & Materials, Inc. (Alpha), is pleased to present our estimate for sampling and testing services for this project. This proposal is based upon a review of the Chandler Water Reclamation Facility Improvements Plans as part of a request for proposal dated 3/16/2021 by BWhitlock, Project Manager.

1.0 PROJECT UNDERSTANDING

Materials sampling, testing and special inspections services will be required to determine compliance with the applicable specifications and jurisdictional regulations during construction. Alpha should revise this proposal once construction set drawings become available.

2.0 ESTIMATED FEES

Alpha proposes to complete the scope of services for a **'Not to Exceed'** fee, as outlined in the attached cost estimate, provided the estimated number of trips is not exceeded.

Chandler Water Reclamation Facility Improvements	**# Trips**	**Cost**
Building Pads (BP)	25	$7,392.00
Commercial Structure (CS)	20	$4,972.00
Drainage Facilities (DF)	2	$269.20
Dry Utilities (DU)	11	$1,390.60
Foundation (F)	34	$6,376.40
Sewer (S)	15	$2,085.00
Streets & Street Related Work (ST)	39	$7,701.40
Walls Load Bearing (WAL-LB)	38	$6,074.80
Water (W)	5	$583.00
Project Code Total	**189**	**$36,844.40**

Sub-Total	$36,844.40
Project Management	$3,684.44
TOTAL ESTIMATE	**$40,528.84**

-Charges will be made at the unit rates established in this proposal for all project-related time, including travel (port-to-port).

-The quoted rates include the vehicle and all equipment necessary to perform field tests

-There is an additional charge of $75 for same day service schedules.

-Overtime (work over 8 hours per day or weekend work) will be invoiced at 1.5 times the hourly rate.

-Unit prices for laboratory tests include all labor, equipment and administrative time necessary to complete the test procedure and prepare the report.

-Additional areas of construction may require materials testing or inspections to satisfy code or jurisdictional requirements. These services will be provided at the client's request. However, they are not included in our cost estimate and will be invoiced according to our Standard Unit Fee Schedule.

3.0 SCOPE OF SERVICES

Alpha will provide qualified and experienced personnel to perform the scopes as outlined in the attached cost estimate.

4.0 ASSUMPTIONS

Number of Trips

-The Client's representative is responsible for coordinating testing efforts with Alpha so the minimum testing frequency, as required by the applicable specifications (if specified), is met.

-Not meeting the minimum tests per trip requirement will likely result in an increase in the number of trips and cost.

-The minimum test per trip requirement is defined as the minimum number of tests required, by the applicable specification (if specified), divided by the estimated number of trips per scope.

-The number of trips estimated for each scope in this proposal is based on meeting or exceeding the minimum tests per trip requirement.

-The minimum tests per trip for each scope is outlined in the cost summary at the end of this proposal.

-**Other**

-This proposal includes concrete sampling and cylinders for every 50 cubic yards placed.

-This proposal excludes special inspections, however may be added upon request.

-This proposal excludes materials testing and inspections for site and screen walls, trash enclosures, light pole bases, concrete bollards, and monument signs, however may be added upon request.

5.0 CLIENT RESPONSIBILITIES

-Prior to the start of work, sign our attached Consulting Services Agreement or provide a Consulting Services Contract for our signature.

-Provide Alpha with updated plans each time there are changes to the existing plans.

-Ensure the client representative coordinates scheduling service with Alpha to meet or exceed the minimum test per trip requirement as outlined in the estimate.

-Schedule services at least 24 hrs in advance (48 hrs for night work) by using the online scheduling portal at www.alphageotech.com or calling 602-453-3265 Ext. 4. Alpha's office hours are from 8:00 am to 5:00 pm M-F.

-Register all client authorized users on our secure website to access project specific test results and inspection reports within 24 hours of the test taken.

6.0 DELIVERABLES

Reports

Test results and Final Reports are available for review or download on our secure web site at no charge. Final Reports on electronic media and/or bound paper originals are $50 per report.

Reports of test results and inspections will be distributed to those designated by the client. Concrete compressive strength data, if designated by the client, can also be provided to the concrete supplier.

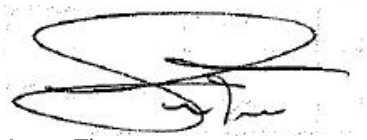
7.0 ACKNOWLEDGEMENT

The Client acknowledges acceptance of this proposal by signing and returning it to Alpha Geotechnical & Materials, Inc. We look forward to working with you on this project and are committed to enhancing the quality and value of the project to the owners.

If you have questions concerning this estimate, please contact Alf Wold at (602) 453-3265 extension 132, or e-mail questions to: awold@alphageotech.com.

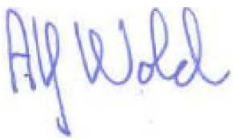
Respectfully submitted,

Alpha Geotechnical & Materials, Inc.



Aaron Tiemann
Project Manager
Email: atiemann@alphageotech.com
Office Phone: (602) 453-3265 x172
Cell Phone: (623) 414-9909

Reviewed by,



Alf Wold, P.E.
V.P. Operations
Office Phone: (602) 453-3265 x132
Cell Phone: (602) 370-0201

Attached:

- Consulting Services Agreement

- Estimate

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT is made by and between:

- **McCarthy Building Companies, Inc.**

hereinafter referred to as CLIENT, and Alpha Geotechnical & Materials, Inc., hereinafter called Alpha.

The CONSULTING SERVICES AGREEMENT between the parties consists of these terms and conditions, the attached PROPOSAL identified as Alpha Proposal Number:

21-CC-12148 dated: April 05, 2021

and any exhibits or attachments noted in the PROPOSAL. Together, these elements will constitute the entire AGREEMENT superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this CONSULTING SERVICES AGREEMENT must be mutually agreed to in writing.

SECTION 1 - SCOPE OF WORK

Alpha shall perform pursuant to the terms and conditions of this CONSULTING SERVICES AGREEMENT the services as set forth in the accompanying PROPOSAL.

SECTION 2 - PERMITS & UTILITIES

1. Unless otherwise stated in the PROPOSAL, CLIENT shall apply for and obtain all required permits and licenses. CLIENT shall make all necessary arrangements for right of entry to provide Alpha access to the site for all equipment and personnel at no charge to Alpha.

2. While Alpha will take all reasonable precautions to minimize any damage to the property, CLIENT agrees to hold Alpha harmless for any damages to structures or any damage required for right of entry, in the absence of willful and gross misconduct by Alpha.

SECTION 3 - SAMPLES

Samples collected during this work will be retained for approximately 30 days after the sample is collected and then disposed.

SECTION 4 - INVOICES

Alpha will submit monthly progress invoices to CLIENT. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. CLIENT agrees to pay a finance charge of one and percent (1 1/2%) per month on past due invoices. Alpha may require a retainer prior to start of work. Alpha will apply the retainer, if applicable, to the final invoice.

SECTION 5 - OWNERSHIP OF DOCUMENTS

1. All reports, field data, field notes, calculations, estimates and other documents prepared by Alpha, as instruments of service, shall remain the property of Alpha.

2. Alpha will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to CLIENT at reasonable times.

SECTION 6 - DISPUTES

In an effort to resolve any conflicts that arise during the design or construction of the Project or following the completion of the Project, the CLIENT and Alpha agree that all disputes arising between them out of or relating to this Agreement or the Project shall be submitted to mediation unless the parties mutually agree otherwise.

SECTION 7 - STANDARD OF CARE & NOTIFICATION

1. Services performed by Alpha under this CONSULTING SERVICES AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No warranty is expressed or implied.

2. Alpha agrees to notify CLIENT when unanticipated hazardous materials or suspected hazardous materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies.

3. Alpha will be responsible for data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

SECTION 8 - LIMITATION OF LIABILITY

1. CLIENT agrees to limit Alpha's liability to CLIENT and all third parties arising from Alpha's negligent acts, errors or omissions, such that the total aggregate liability of Alpha to all those named shall not exceed our fees for the project or $50,000, whichever is less. Neither CLIENT nor any third parties assume any liability for damages to others, which may arise solely on account of Alpha's negligent acts, errors or omissions.

2. As part of the consideration Alpha requires for provision of the Services indicated herein, CLIENT agrees that any claim for damages filed against Alpha by CLIENT of any contractor or subcontractor hired directly or indirectly by CLIENT will be filed solely against Alpha or its successors or assigns and that no individual person shall be made personally liable or liable for damages, in whole or in part.

SECTION 9 - INSURANCE

Alpha represents and warrants that it and its agents, staff and consultants employed by it are protected by worker's compensation insurance and that Alpha has such coverage under public liability and property damage insurance policies which Alpha deems to be adequate. Certificates for all such policies of insurance will be provided to CLIENT, if requested. Within the limits and conditions of such insurance, Alpha agrees to indemnify and hold CLIENT harmless from and against any loss, damage, or liability arising from any negligent acts by Alpha, it agents, staff, and consultants employed by it. Alpha shall not be responsible for any loss, damage or liability arising from any acts by CLIENT, its agents, staff, and other consultants employed by it.

SECTION 10 - TERMINATION

1. This CONSULTING SERVICES AGREEMENT may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or in the event of the parties' failure to agree upon an adjustment to this CONSULTING SERVICES AGREEMENT in accordance with Section 6. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Alpha shall be paid for services performed to the termination notice date plus reasonable termination expenses.

2. In the event of termination or suspension for more than three (3) months prior to completion of all reports contemplated by this CONSULTING SERVICES AGREEMENT, Alpha may complete such analyses and records as are necessary to complete ALPHA's Project files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of ALPHA in completing such analyses, records and reports.

SECTION 11 - ENTIRE AGREEMENT

This CONSULTING SERVICES AGREEMENT along with the exhibits and/or proposals appended hereto constitute the entire CONSULTING SERVICES AGREEMENT of the parties with respect to the subject matter hereof.

The Parties have read the foregoing, understand completely the terms and conditions, and willingly enter into this CONSULTING SERVICES AGREEMENT which will become effective on the date signed by the CLIENT below.

Alpha Geotechnical & Materials, Inc.		**Client**	
By :		By	
Name (please print):	Carrie Weaver	Name	
Title:	President	Title	
Date:	April 05, 2021	Date	

Alpha Geotechnical & Materials, Inc.

Client: McCarthy Building Companies, Inc.
Project: Chandler Water Reclamation Facility Improvements
Proposal Number: 21-CC-12148
Location: 905 East Queen Creek Road & 3333 South Old Price Road
Date: 04-05-2021

Chandler Water Reclamation Facility Improvements

Building Pads (BP) : Mass Grading : Labor

Material	Service	Item	# Tests / Samples	Trips	Tests / Trip	Total Hours	Rate	Sub-Total
Native Soil	Sampling	Engineering Technician - Sampling Soils/Aggregate	4	1	4	2.7	$48.00	$129.60
Aggregate Base Course	Sampling	Engineering Technician - Sampling Soils/Aggregate	1	1	1	1.2	$48.00	$57.60
Native Soil	Compaction Testing	Sr Engineering Technician - Nuclear Gauge Soils/Aggregate	60	15	4	70.5	$54.00	$3,807.00
Aggregate Base Course	Compaction Testing	Engineering Technician - Nuclear Gauge Soils/Aggregate	32	8	4	13.6	$48.00	$652.80
		Labor Total	25		88			$4,647.00

Building Pads (BP) : Mass Grading : Laboratory

Material	Service	Item	# Tests	Rate	Sub-Total
Native Soil	Lab Testing	Plasticity Index (Dry Preparation)	4	$58.00	$232.00
Native Soil	Lab Testing	Standard Proctor	4	$108.00	$432.00
Native Soil	Lab Testing	Swell (Remolded Sample)	4	$148.00	$592.00
Native Soil	Lab Testing	Gradation of soil or aggregate	4	$64.00	$256.00
Aggregate Base Course	Lab Testing	Plasticity Index (Wet Preparation)	1	$156.00	$156.00
Aggregate Base Course	Lab Testing	Standard Proctor	1	$138.00	$138.00
Aggregate Base Course	Lab Testing	Gradation of soil or aggregate	1	$64.00	$64.00
		Laboratory Total	19		$1,870.00
Building Pads (BP) : Mass Grading Sub-Total					**$6,517.00**
				Mileage Charge (25 trips X $35.00)	**$875.00**
				Project Management	**$739.20**
Building Pads (BP) : Mass Grading Total					**$8,131.20**

Commercial Structure (CS) : Columns : Labor

Material	Service	Item	# Tests / Samples	Trips	Tests / Trip	Total Hours	Rate	Sub-Total
Concrete	Pick up	Engineering Technician	5	5	1	4.75	$48.00	$228.00
Concrete	Sampling	Engineering Technician - Sampling Concrete	5	5	1	8.5	$48.00	$408.00
		Labor Total	10		13.25			$636.00

Commercial Structure (CS) : Columns : Laboratory

Material	Service	Item	# Tests	Rate	Sub-Total
Concrete	Lab Testing	Compressive Strength of Concrete Specimens	20	$18.00	$360.00
		Laboratory Total	20		$360.00
Commercial Structure (CS) : Columns Sub-Total					**$996.00**
				Mileage Charge (10 trips X $35.00)	**$350.00**
				Project Management	**$134.60**
Commercial Structure (CS) : Columns Total					**$1,480.60**

Commercial Structure (CS) : Slab on Deck : Labor

Material	Service	Item	# Tests / Samples	Trips	Tests / Trip	Total Hours	Rate	Sub-Total

Concrete	Pick up	Engineering Technician	5	5	1	4.75	$48.00	$228.00
Concrete	Sampling	Engineering Technician - Sampling Concrete	24	5	5	27.5	$48.00	$1,320.00
				Labor Total	10		32.25		$1,548.00

Commercial Structure (CS) : Slab on Deck : Laboratory

Material	Service	Item	# Tests	Rate	Sub-Total
Concrete	Lab Testing	Compressive Strength of Concrete Specimens	96	$18.00	$1,728.00
		Laboratory Total	96		$1,728.00

Commercial Structure (CS) : Slab on Deck Sub-Total	**$3,276.00**
Mileage Charge (10 trips X $35.00)	**$350.00**
Project Management	**$362.60**
Commercial Structure (CS) : Slab on Deck Total	**$3,988.60**

Drainage Facilities (DF) : Head/Wing Walls : Labor

Material	Service	Item	# Tests / Samples	Trips	Tests / Trip	Total Hours	Rate	Sub-Total
Concrete	Pick up	Engineering Technician	1	1	1	0.95	$48.00	$45.60
Concrete	Sampling	Engineering Technician - Sampling Concrete	1	1	1	1.7	$48.00	$81.60
				Labor Total	2		2.65		$127.20

Drainage Facilities (DF) : Head/Wing Walls : Laboratory

Material	Service	Item	# Tests	Rate	Sub-Total
Concrete	Lab Testing	Compressive Strength of Concrete Specimens	4	$18.00	$72.00
		Laboratory Total	4		$72.00

Drainage Facilities (DF) : Head/Wing Walls Sub-Total	**$199.20**
Mileage Charge (2 trips X $35.00)	**$70.00**
Project Management	**$26.92**
Drainage Facilities (DF) : Head/Wing Walls Total	**$296.12**

Dry Utilities (DU) : Mainline : Labor

Material	Service	Item	# Tests / Samples	Trips	Tests / Trip	Total Hours	Rate	Sub-Total
Backfill - Type I	Compaction Testing	Engineering Technician - Nuclear Gauge Soils/Aggregate	20	5	4	8.5	$48.00	$408.00
				Labor Total	5		8.5		$408.00

Dry Utilities (DU) : Mainline Sub-Total	**$408.00**
Mileage Charge (5 trips X $35.00)	**$175.00**
Project Management	**$58.30**
Dry Utilities (DU) : Mainline Total	**$641.30**

Dry Utilities (DU) : Structures : Labor

Material	Service	Item	# Tests / Samples	Trips	Tests / Trip	Total Hours	Rate	Sub-Total
Concrete	Pick up	Engineering Technician	3	3	1	2.85	$48.00	$136.80
Concrete	Sampling	Engineering Technician - Sampling Concrete	3	3	1	5.1	$48.00	$244.80
				Labor Total	6		7.95		$381.60

Dry Utilities (DU) : Structures : Laboratory

Alpha Geotechnical & Materials, Inc.

Client: McCarthy Building Companies, Inc.
Project: Chandler Water Reclamation Facility Improvements
Proposal Number: 21-CC-12148
Location: 905 East Queen Creek Road & 3333 South Old Price Road
Date: 04-05-2021

Material	Service	Item	# Tests	Rate	Sub-Total
Concrete	Lab Testing	Compressive Strength of Concrete Specimens	12	$18.00	$216.00
		Laboratory Total	12		$216.00

Dry Utilities (DU) : Structures Sub-Total	**$597.60**
Mileage Charge (6 trips X $35.00)	**$210.00**
Project Management	**$80.76**
Dry Utilities (DU) : Structures Total	**$888.36**

Foundation (F) : Footings : Labor

Material	Service	Item	# Tests / Samples	Trips	Tests / Trip	Total Hours	Rate	Sub-Total
Concrete	Pick up	Engineering Technician	5	5	1	4.75	$48.00	$228.00
Concrete	Sampling	Engineering Technician - Sampling Concrete	5	5	1	8.5	$48.00	$408.00
		Labor Total	10			13.25		$636.00

Foundation (F) : Footings : Laboratory

Material	Service	Item	# Tests	Rate	Sub-Total
Concrete	Lab Testing	Compressive Strength of Concrete Specimens	20	$18.00	$360.00
		Laboratory Total	20		$360.00

Foundation (F) : Footings Sub-Total	**$996.00**
Mileage Charge (10 trips X $35.00)	**$350.00**
Project Management	**$134.60**
Foundation (F) : Footings Total	**$1,480.60**

Foundation (F) : Slab on Grade : Labor

Material	Service	Item	# Tests / Samples	Trips	Tests / Trip	Total Hours	Rate	Sub-Total
Concrete	Pick up	Engineering Technician	12	12	1	11.4	$48.00	$547.20
Concrete	Sampling	Engineering Technician - Sampling Concrete	27	12	3	35.4	$48.00	$1,699.20
		Labor Total	24			46.8		$2,246.40

Foundation (F) : Slab on Grade : Laboratory

Material	Service	Item	# Tests	Rate	Sub-Total
Concrete	Lab Testing	Compressive Strength of Concrete Specimens	108	$18.00	$1,944.00
		Laboratory Total	108		$1,944.00

Foundation (F) : Slab on Grade Sub-Total	**$4,190.40**
Mileage Charge (24 trips X $35.00)	**$840.00**
Project Management	**$503.04**
Foundation (F) : Slab on Grade Total	**$5,533.44**

Sewer (S) : Mainline : Labor

Material	Service	Item	# Tests / Samples	Trips	Tests / Trip	Total Hours	Rate	Sub-Total
Backfill - Type I	Compaction Testing	Engineering Technician - Nuclear Gauge Soils/Aggregate	12	3	4	5.1	$48.00	$244.80
		Labor Total	3			5.1		$244.80

Sewer (S) : Mainline Sub-Total	**$244.80**
Mileage Charge (3 trips X $35.00)	**$105.00**

Project Management	**$34.98**
Sewer (S) : Mainline Total	**$384.78**

Sewer (S) : Manhole Bases : Labor

Material	Service	Item	# Tests / Samples	Trips	Tests / Trip	Total Hours	Rate	Sub-Total
Concrete	Pick up	Engineering Technician	4	4	1	3.8	$48.00	$182.40
Concrete	Sampling	Engineering Technician - Sampling Concrete	4	4	1	6.8	$48.00	$326.40
		Labor Total	8			10.6		$508.80

Sewer (S) : Manhole Bases : Laboratory

Material	Service	Item	# Tests	Rate	Sub-Total
Concrete	Lab Testing	Compressive Strength of Concrete Specimens	16	$18.00	$288.00
		Laboratory Total	16		$288.00

Sewer (S) : Manhole Bases Sub-Total	**$796.80**
Mileage Charge (8 trips X $35.00)	**$280.00**
Project Management	**$107.68**
Sewer (S) : Manhole Bases Total	**$1,184.48**

Sewer (S) : Manholes : Labor

Material	Service	Item	# Tests / Samples	Trips	Tests / Trip	Total Hours	Rate	Sub-Total
Backfill - Type III	Compaction Testing	Engineering Technician - Nuclear Gauge Soils/Aggregate	32	4	8	10.8	$48.00	$518.40
		Labor Total	4			10.8		$518.40

Sewer (S) : Manholes Sub-Total	**$518.40**
Mileage Charge (4 trips X $35.00)	**$140.00**
Project Management	**$65.84**
Sewer (S) : Manholes Total	**$724.24**

Streets & Street Related Work (ST) : Curb & Gutter : Labor

Material	Service	Item	# Tests / Samples	Trips	Tests / Trip	Total Hours	Rate	Sub-Total
Concrete	Pick up	Engineering Technician	4	4	1	3.8	$48.00	$182.40
Concrete	Sampling	Engineering Technician - Sampling Concrete	4	4	1	6.8	$48.00	$326.40
Native Soil	Compaction Testing	Engineering Technician - Nuclear Gauge Soils/Aggregate	8	0	0	2	$48.00	$96.00
		Labor Total	8			12.6		$604.80

Streets & Street Related Work (ST) : Curb & Gutter : Laboratory

Material	Service	Item	# Tests	Rate	Sub-Total
Concrete	Lab Testing	Compressive Strength of Concrete Specimens	16	$18.00	$288.00
		Laboratory Total	16		$288.00

Streets & Street Related Work (ST) : Curb & Gutter Sub-Total	**$892.80**
Mileage Charge (8 trips X $35.00)	**$280.00**
Project Management	**$117.28**
Streets & Street Related Work (ST) : Curb & Gutter Total	**$1,290.08**

Alpha Geotechnical & Materials, Inc.

Client: McCarthy Building Companies, Inc.
Project: Chandler Water Reclamation Facility Improvements
Proposal Number: 21-CC-12148
Location: 905 East Queen Creek Road & 3333 South Old Price Road
Date: 04-05-2021

Streets & Street Related Work (ST) : Driveways : Labor

Material	Service	Item	# Tests / Samples	Trips	Tests / Trip	Total Hours	Rate	Sub-Total
Concrete	Pick up	Engineering Technician	2	2	1	1.9	$48.00	$91.20
Concrete	Sampling	Engineering Technician - Sampling Concrete	2	2	1	3.4	$48.00	$163.20
Native Soil	Compaction Testing	Engineering Technician - Nuclear Gauge Soils/Aggregate	4	0	0	1	$48.00	$48.00
		Labor Total	4			6.3		$302.40

Streets & Street Related Work (ST) : Driveways : Laboratory

Material	Service	Item	# Tests	Rate	Sub-Total
Concrete	Lab Testing	Compressive Strength of Concrete Specimens	8	$18.00	$144.00
		Laboratory Total	8		$144.00
Streets & Street Related Work (ST) : Driveways Sub-Total					**$446.40**
				Mileage Charge (4 trips X $35.00)	**$140.00**
				Project Management	**$58.64**
Streets & Street Related Work (ST) : Driveways Total					**$645.04**

Streets & Street Related Work (ST) : Parking Lot : Labor

Material	Service	Item	# Tests / Samples	Trips	Tests / Trip	Total Hours	Rate	Sub-Total
Aggregate Base Course	Sampling	Engineering Technician - Sampling Soils/Aggregate	1	1	1	1.2	$48.00	$57.60
Asphaltic Concrete	Sampling	Engineering Technician - Sampling Asphaltic Concrete	4	0	0	2	$48.00	$96.00
Native Soil	Compaction Testing	Engineering Technician - Nuclear Gauge Soils/Aggregate	16	4	4	6.8	$48.00	$326.40
Aggregate Base Course	Compaction Testing	Engineering Technician - Nuclear Gauge Soils/Aggregate	16	4	4	6.8	$48.00	$326.40
Asphaltic Concrete	Compaction Testing	Engineering Technician - Nuclear Gauge Asphaltic Concrete	20	4	5	22.8	$48.00	$1,094.40
		Labor Total	13			39.6		$1,900.80

Streets & Street Related Work (ST) : Parking Lot : Laboratory

Material	Service	Item	# Tests	Rate	Sub-Total
Aggregate Base Course	Lab Testing	Gradation of soil or aggregate	1	$64.00	$64.00
Aggregate Base Course	Lab Testing	Plasticity Index (Wet Preparation)	1	$156.00	$156.00
Aggregate Base Course	Lab Testing	Standard Proctor	1	$138.00	$138.00
Asphaltic Concrete	Lab Testing	Rice or Maximum Theoretical Specific Gravity	4	$148.00	$592.00
Asphaltic Concrete	Lab Testing	Oil Content by Ignition Method	4	$96.00	$384.00
Asphaltic Concrete	Lab Testing	Gradation of extracted aggregate	4	$50.00	$200.00
		Laboratory Total	15		$1,534.00
Streets & Street Related Work (ST) : Parking Lot Sub-Total					**$3,434.80**
				Mileage Charge (13 trips X $35.00)	**$455.00**
				Project Management	**$388.98**
Streets & Street Related Work (ST) : Parking Lot Total					**$4,278.78**

Streets & Street Related Work (ST) : Roadway : Labor

Material	Service	Item	# Tests /	Trips	Tests /	Total	Rate	Sub-Total

			Samples		Trip	Hours		
Concrete	Pick up	Engineering Technician	3	3	1	2.85	$48.00	$136.80
Concrete	Sampling	Engineering Technician - Sampling Concrete	3	3	1	5.1	$48.00	$244.80
Native Soil	Compaction Testing	Engineering Technician - Nuclear Gauge Soils/Aggregate	6	0	0	1.5	$48.00	$72.00
		Labor Total		6		9.45		$453.60

Streets & Street Related Work (ST) : Roadway : Laboratory

Material	Service	Item	# Tests	Rate	Sub-Total
Concrete	Lab Testing	Compressive Strength of Concrete Specimens	12	$18.00	$216.00
		Laboratory Total	12		$216.00

Streets & Street Related Work (ST) : Roadway Sub-Total	**$669.60**
Mileage Charge (6 trips X $35.00)	**$210.00**
Project Management	**$87.96**
Streets & Street Related Work (ST) : Roadway Total	**$967.56**

Streets & Street Related Work (ST) : Sidewalk : Labor

Material	Service	Item	# Tests / Samples	Trips	Tests / Trip	Total Hours	Rate	Sub-Total
Concrete	Pick up	Engineering Technician	2	2	1	1.9	$48.00	$91.20
Concrete	Sampling	Engineering Technician - Sampling Concrete	2	2	1	3.4	$48.00	$163.20
Native Soil	Compaction Testing	Engineering Technician - Nuclear Gauge Soils/Aggregate	4	0	0	1	$48.00	$48.00
		Labor Total	4			6.3		$302.40

Streets & Street Related Work (ST) : Sidewalk : Laboratory

Material	Service	Item	# Tests	Rate	Sub-Total
Concrete	Lab Testing	Compressive Strength of Concrete Specimens	8	$18.00	$144.00
		Laboratory Total	8		$144.00

Streets & Street Related Work (ST) : Sidewalk Sub-Total	**$446.40**
Mileage Charge (4 trips X $35.00)	**$140.00**
Project Management	**$58.64**
Streets & Street Related Work (ST) : Sidewalk Total	**$645.04**

Streets & Street Related Work (ST) : Valley Gutters : Labor

Material	Service	Item	# Tests / Samples	Trips	Tests / Trip	Total Hours	Rate	Sub-Total
Concrete	Pick up	Engineering Technician	2	2	1	1.9	$48.00	$91.20
Concrete	Sampling	Engineering Technician - Sampling Concrete	2	2	1	3.4	$48.00	$163.20
Native Soil	Compaction Testing	Engineering Technician - Nuclear Gauge Soils/Aggregate	4	0	0	1	$48.00	$48.00
		Labor Total	4			6.3		$302.40

Streets & Street Related Work (ST) : Valley Gutters : Laboratory

Material	Service	Item	# Tests	Rate	Sub-Total
Concrete	Lab Testing	Compressive Strength of Concrete Specimens	8	$18.00	$144.00
		Laboratory Total	8		$144.00

Streets & Street Related Work (ST) : Valley Gutters Sub-Total	**$446.40**
Mileage Charge (4 trips X $35.00)	**$140.00**
Project Management	**$58.64**
Streets & Street Related Work (ST) : Valley Gutters Total	**$645.04**

Walls Load Bearing (WAL-LB) : Building : Labor

Material	Service	Item	# Tests / Samples	Trips	Tests / Trip	Total Hours	Rate	Sub-Total
Grout	Pick up	Engineering Technician	4	4	1	3.8	$48.00	$182.40
Grout	Sampling	Engineering Technician - Sampling Grout	4	4	1	6.8	$48.00	$326.40
		Labor Total	8			10.6		$508.80

Walls Load Bearing (WAL-LB) : Building : Laboratory

Material	Service	Item	# Tests	Rate	Sub-Total
Grout	Lab Testing	Compressive Strength of Grout Prisms	16	$18.00	$288.00
		Laboratory Total	16		$288.00

Walls Load Bearing (WAL-LB) : Building Sub-Total	**$796.80**
Mileage Charge (8 trips X $35.00)	**$280.00**
Project Management	**$107.68**
Walls Load Bearing (WAL-LB) : Building Total	**$1,184.48**

Walls Load Bearing (WAL-LB) : Retaining : Labor

Material	Service	Item	# Tests / Samples	Trips	Tests / Trip	Total Hours	Rate	Sub-Total
Concrete	Pick up	Engineering Technician	15	15	1	14.25	$48.00	$684.00
Concrete	Sampling	Engineering Technician - Sampling Concrete	23	15	2	33.5	$48.00	$1,608.00
		Labor Total	30			47.75		$2,292.00

Walls Load Bearing (WAL-LB) : Retaining : Laboratory

Material	Service	Item	# Tests	Rate	Sub-Total
Concrete	Lab Testing	Compressive Strength of Concrete Specimens	92	$18.00	$1,656.00
		Laboratory Total	92		$1,656.00

Walls Load Bearing (WAL-LB) : Retaining Sub-Total	**$3,948.00**
Mileage Charge (30 trips X $35.00)	**$1,050.00**
Project Management	**$499.80**
Walls Load Bearing (WAL-LB) : Retaining Total	**$5,497.80**

Water (W) : Mainline : Labor

Material	Service	Item	# Tests / Samples	Trips	Tests / Trip	Total Hours	Rate	Sub-Total
Backfill - Type I	Compaction Testing	Engineering Technician - Nuclear Gauge Soils/Aggregate	20	5	4	8.5	$48.00	$408.00
		Labor Total	5			8.5		$408.00

Water (W) : Mainline Sub-Total	**$408.00**
Mileage Charge (5 trips X $35.00)	**$175.00**
Project Management	**$58.30**
Water (W) : Mainline Total	**$641.30**

Alpha Geotechnical & Materials, Inc.

Client: McCarthy Building Companies, Inc.
Project: Chandler Water Reclamation Facility Improvements
Proposal Number: 21-CC-12148
Location: 905 East Queen Creek Road & 3333 South Old Price Road
Date: 04-05-2021

Cost Summary

Sub-Total:	$36,844.40
Project Management Total	$3,684.44
Grand Total	**$40,528.84**

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **01D - Startup & Commissioning**

GMP Date: **5/4/2021 Rev 6/21/2021**

TOTAL WORK CATEGORY PACKAGE VALUE				**$13,432**
Description	**Qty**	**Unit**	**Unit Price**	**Total**
Airport WRF				**$5,256**
Filters 1-5	1	LS	2,920	$2,920
Aeration Basins 1-2	1	LS	2,336	$2,336
Ocotillo WRF				**$8,176**
Anoxic Basins	1	LS	3,504	$3,504
Clarifier #1	1	LS	1,168	$1,168
Clarifier #2	1	LS	1,168	$1,168
Filters 1-4	1	LS	2,336	$2,336
TOTAL WORK CATEGORY PACKAGE VALUE				$13,432

Startup and commissioning cost are support costs for complete system startups.
All individual process equipment startup is included in each equipment work category.

Chandler WRF Improvements Project

GMP 2 Work Category Solicited Subcontractors Summary

Work Category: **01E Surveying**

Subcontractor/Supplier Name	***Status***
Southwest Survey Solutions	*Recommended*
D2 Surveying	*Proposed*
Rick Engineering Company	*Proposed*
82 Bravo LLC	*Declined*
Skynewest	*Declined*
DBE Surveying	*Declined*
Geomatics Consulting Group	*Declined*
Inti, LLC	*Declined*
Ritoch-Powell & Associates	*Declined*
The CK Group	*Declined*
Trace Consulting	*Declined*
JT2 Enterprises	*Declined*
Lemme Associates AZ	*Declined*

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **01E - Surveying**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	Southwest Survey Solutions	D2 Surveying	Rick Engineering Company		
		Todd Highland	Jeremy	Randy Hagar		
		480-522-6661	480-221-1368	623-262-1581		
		toddh@s3-az.com	jeremy@d2surveying.com	rhager@rickengineering.com		
	TOTAL WORK CATEGORY PACKAGE VALUE	**$19,000**	**$23,000**	**$23,000**		
	MCCARTHY SUBCONTRACT & FRONT END TERMS					
1	Compliant with McCarthy Front Ends	Yes	Yes	Yes		
2	Bid Submitted on McCarthy Bid Form	N/A	N/A	N/A		
3	Bid Bond Included with Bid (if over $250k Sub/$500k Supplier)	N/A	N/A	N/A		
4	Current Bank Reference Letter that shows Subcontractor or Vendor is in good standing.	N/A	N/A	N/A		
5	Surety Company	N/A	N/A	N/A		
6	Surety AM Best Rating (Must be A- or Better)	N/A	N/A	N/A		
7	AM Best Financial Size X($500M to $750M) or higher	N/A	N/A	N/A		
8	Anticipated contract amount is less than the Federal UW Limit as listed on the Treasury Listing	Unit Price	Unit Price	Unit Price		
9	Bond/CDI Cost	0.000%	0.000%	0.000%		
10	Included Insurance Requirements (Per Matrix)	Yes	Yes	Yes		
11	GL Insurance Company Name	COUNTRY Mutual Insurance Company	RLI Insurance Company	XL Specialty Company		
12	GL Insurance Carrier AM Best Rating (Must be A- or Better)	Yes	Yes	Yes		
13	PRL Insurance (If required by the Front Ends)	Yes	Yes	Yes		
14	Pollution Insurance (If required by the Front Ends)	N/A	N/A	N/A		
15	Tier 1 Approved	Yes	No	No		
16	Tier 2 Approved	N/A	N/A	N/A		
17	Safety Items:	Yes	Yes	Yes		
18	Agrees to comply with PPE requirements including 100% glove policy	Yes	Yes	Yes		
19	Acknowledges updated ladder policy (platform ladders)	Yes	Yes	Yes		
20	Task Hazard Analysis included for all tasks	Yes	Yes	Yes		
21	Tie-off above 6' required	Yes	Yes	Yes		
22	Includes Hoisting for Sub's Own Work Scope	Yes	Yes	Yes		
23	Acknowledges Soils Report	N/A	N/A	N/A		
24	Acknowledges Addenda	N/A	N/A	N/A		
25	Hold Bid for 150 Days	Yes	Yes	Yes		
26	Pricing good for the duration of the project	Yes	No	No		
27	Sales Tax Included	N/A	N/A	N/A		
28	**COVID-19 Market Questions**					
29	How has your work program been impacted by the COVID-19 situation? % of work stopped or delayed by more than 2 weeks?	No	No	No		
30	Have you had any future work opportunities canceled or delayed? What % of your future sales are projected to be impacted by COVID-19?	No	No	No		
31	Are you suffering productivity loss that is impacting the ability to complete work on time?	No	No	No		
32	Have you had any difficulty with employees not wanting to come to work because of the risk of infection?	No	No	No		
33	Have you experienced any unusual voluntary turnover as a result of COVID-19?	No	No	No		
34	Have you had to furlough or make a reduction in staff or go to a reduced workweek as a result of COVID-19 market conditions?	No	No	No		
35	Have you experienced and/or do you anticipate any issues with existing suppliers or vendors?	No	No	No		
36	Do you have any overseas suppliers that may be impeding your supply chain?	No	No	No		
37						

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **01E - Surveying**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	Southwest Survey Solutions	D2 Surveying	Rick Engineering Company		
		Todd Highland	Jeremy	Randy Hagar		
		480-522-6661	480-221-1368	623-262-1581		
		toddh@s3-az.com	jeremy@d2surveying.com	rhager@rickengineering.com		
	TOTAL WORK CATEGORY PACKAGE VALUE	**$19,000**	**$23,000**	**$23,000**		
38	Per Plans & Specifications	No	No	No		
39	Division 1 as it relates to this scope of work	No	No	No		
	Scope of Work					
	Base Bid:	Unit Cost	Unit Cost	Unit Cost		
40	Provide all labor, materials, tools, equipment and appurtenances as required to perform the Work Category 01E - Surveying, in accordance with and reasonably inferable from the Contract Documents, complete and without exception unless otherwise noted below, including, but not limited to the following:	Yes	Yes	Yes		
41	Check to Spec completed and submitted to McCarthy	N/A	N/A	N/A		
42	1 year warranty from Final Acceptance (Aug 2023)	N/A	N/A	N/A		
43	All scopes include 1 man crew	Yes	Yes	Yes		
44	Structural control, layout and benchmarks	Yes	Yes	Yes		
45	**AWRF**					
46	Filters	$2,280	$3,120	$3,000		
47	Blower Piping	$2,280	$3,120	$3,000		
48	Maintenance Bldg.	$1,520	$2,080	$2,000		
49	**OWRF**					
50	Anoxic Basins	$1,520	$2,080	$2,000		
51	Filters	$3,040	$4,160	$4,000		
52	Reservoir	$4,560	$6,240	$6,000		
53	Administrative Fees for invoices	$3,800	$2,200	$3,000		
54	COVID-19 Scope Items					
55	Proposal includes CDC, Federal, State and Local OSHA guidelines for COVID-19.	Yes	Yes	Yes		
56	Your proposal shall include all productivity, schedule, and other impacts to cost and schedule.	Yes	Yes	Yes		
57	All personnel onsite must maintain 6'0" spacing between personnel and shall have facemasks on at all times that align with CDC, Federal, State or Local OSHA guidelines for COVID-19.	Yes	Yes	Yes		
58	Work activities that require personnel to be closer than 6'0" must have a plan presented and approved by McCarthy before work activity commences. Work activities within 6'0" shall also include the appropriate masks and PPE while performing the work.	Yes	Yes	Yes		
59	All tools and equipment used must be sanitized each day.	Yes	Yes	Yes		
60	Personnel must comply with all hand washing and sanitizing requirements set by McCarthy.	Yes	Yes	Yes		
61	Subcontractors with onsite trailers must sanitize trailer interior high contact areas and restroom facilities daily. Subcontractors must have a plan approved by McCarthy to maintain 6' social distancing within the trailer as required by the AHJ.	N/A	N/A	N/A		
62	Personnel are not allowed to carpool to the site or while onsite.	Yes	Yes	Yes		
63	Any personnel reporting symptoms must be immediately reported to McCarthy and follow the appropriate testing and quarantine protocols.	Yes	Yes	Yes		
64						
65	End of Scope					
66	Bond/CDI Cost	$0	$0	$0		
	TOTAL WORK CATEGORY PACKAGE VALUE	**$19,000**	**$23,000**	**$23,000**		

Southwest Survey Solutions LLC
4615 East Warner Road, Suite 5
Gilbert, AZ 85296
Office: 480-414-4121
Fax: 1-888-870-6203 Email: toddh@s3-az.com

March 31, 2020

McCarthy Building Companies, Inc.
6225 N 24th Street, Suite 200
Phoenix, AZ 85016

Re: Chandler WRF Improvements - GMP 02 Full Time S3 Surveyor/Grade Checker Support

Below is bullet point of the services and how the fees work under this type of agreement with S3.

Services

- Site calibration
- Prelim topo's
- Quantity topo's
- Final topo's and as-builts
- Staking
- Grade checking
- Machine control support (loading control an models, trouble shooting)

Cost

- Flat rate cost of **$95.00/hr**. Includes trained surveyor/grade checker, office support including calcs, quantities, as-builts, and employee management.
- S3 UTV or Vehicle for site travel included.
- Base and Rover included in rate.
- PO forms signed daily by the site McCarthy supervisor.
- When the site is a full-time project the billable hours are on-site time. **Projects less than 40hrs will be billed port to port.**
- Rate does not change/increase for overtime.
- Arizona RLS services are included in the flat rate.
- Site specific training shall be paid under hourly rate.
- This does not include boundary and ALTA type surveys.

Please feel free to contact me with any questions or clarifications.

Regards,

Todd Highland

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **01F - Engineer Trailers**

GMP Date: **5/4/2021 Rev 6/21/2021**

TOTAL WORK CATEGORY PACKAGE VALUE				**$148,366**
Description	**Qty**	**Unit**	**Unit Price**	**Total**
Trailer Rental (24'x60')	24	MO	1,500	$36,000
Trailer Set Up and Demob	1	LS	9,100	$9,100
Trailer Furnishings	1	LS	19,500	$19,500
Trailer Utilities	24	MO	450	$10,800
Construction Trailer Permit	1	LS	5,500	$5,500
Copier and Office Supplies	24	MO	850	$20,400
Internet	24	MO	500	$12,000
Drinking Water and Cups	24	MO	390	$9,360
Trailer Signs	1	LS	650	$650
Old Admin Cleaning	24	MO	450	$10,800
VOIP Phones	72	MO	48	$3,456
Trailer Cleaning	24	MO	450	$10,800
TOTAL WORK CATEGORY PACKAGE VALUE				$148,366

Chandler WRF Improvements Project
GMP 2 Work Category Solicited Subcontractors Summary
Work Category: **02A Demolition**

Subcontractor/Supplier Name	***Status***
Penhall Company	*Recommended*
Dickens Quality Demolition	*Proposed*
BCS Demolition	*Proposed*
Viking	*Declined*
Cano Structures	*Declined*
Desert Services International Inc.	*Declined*
Total Quality Contracting	*Declined*
Advanced Demolition	*Declined*
The Ground Level Co.	*Declined*

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **02A - Demolition**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

COMPANY INFORMATION		**Penhall Company**	Dickens Quality Demolition	BCS Demolition		
		Josh Hernandez	Craig Snider	Cameron Morris		
		949-562-5935	602-361-5173	480-620-0491		
		jhernandez@penhall.com	csnider@dickensquality.com	cjmorris@bcsdemo.com		
TOTAL WORK CATEGORY PACKAGE VALUE		**$984,603**	**$1,082,255**	**$1,133,607**		
MCCARTHY SUBCONTRACT & FRONT END TERMS						
1	Compliant with McCarthy Front Ends	Yes	Yes	Yes		
2	Bid Submitted on McCarthy Bid Form	Yes	Yes	Yes		
3	Bid Bond Included with Bid (if over $250k Sub/$500k Supplier)	Yes	Yes	Yes		
4	Current Bank Reference Letter that shows Subcontractor or Vendor is in good standing.	Yes	Yes	Yes		
5	Surety Company	Arch Insurance Company	Merchants Bonding Company	Western Surety Company		
6	Surety AM Best Rating (Must be A- or Better)	Yes	Yes	Yes		
7	AM Best Financial Size X($500M to $750M) or higher	Yes	No	Yes		
8	Anticipated contract amount is less than the Federal UW Limit as listed on the Treasury Listing	Yes	Yes	Yes		
9	Bond/CDI Cost	2.000%	0.750%	2.000%		
10	Included Insurance Requirements (Per Matrix) CGL $5 Million	Yes	Yes	Yes		
11	GL Insurance Company Name	Zurich American Insurance Company	Evanston Insurance Company	Great Divide Insurance Company		
12	GL Insurance Carrier AM Best Rating (Must be A- or Better)	Yes	Yes	Yes		
13	PRL Insurance (If required by the Front Ends)	N/A	N/A	N/A		
14	Pollution Insurance as required by the Front Ends	Yes	Yes	Yes		
15	Tier 1 Approved	Yes	Yes	Yes		
16	Tier 2 Approved	N/A	N/A	N/A		
17	Safety Items:	Yes	Yes	Yes		
18	OSHA Recordable Incident Rate (Current)	1.33	3.25	1.07		
19	Agrees to comply with PPE requirements including 100% glove policy	Yes	Yes	Yes		
20	Acknowledges updated ladder policy (platform ladders)	Yes	Yes	Yes		
21	Task Hazard Analysis included for all tasks	Yes	Yes	Yes		
22	Tie-off above 6' required	Yes	Yes	Yes		
23	Includes Hoisting for ALL of Sub's Own Work Scope	Yes	Yes	Yes		
24	Acknowledges Soils Report	Yes	Yes	Yes		
25	Acknowledges Addenda 1-4	Yes	Yes	Yes		
26	Hold Bid for 150 Days	Yes	Yes	Yes		
27	Pricing good for the duration of the project	Yes	Yes	Yes		
28	Sales Tax Included	N/A	N/A	N/A		
29	**COVID-19 Market Questions**					
30	Has your work program been impacted by the COVID-19 situation? % of work stopped or delayed by more than 2 weeks?	No	No	No		
31	Have you had any future work opportunities canceled or delayed? What % of your future sales are projected to be impacted by COVID-19?	No	No	No		
32	Are you suffering productivity loss that is impacting the ability to complete work on time?	No	No	No		
33	Have you had any difficulty with employees not wanting to come to work because of the risk of infection?	No	No	No		
34	Have you experienced any unusual voluntary turnover as a result of COVID-19?	No	No	No		
35	Have you had to furlough or make a reduction in staff or go to a reduced workweek as a result of COVID-19 market conditions?	No	No	No		
36	Have you experienced and/or do you anticipate any issues with existing suppliers or vendors?	No	No	No		

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **02A - Demolition**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	Penhall Company	Dickens Quality Demolition	BCS Demolition		
		Josh Hernandez	Craig Snider	Cameron Morris		
		949-562-5935	602-361-5173	480-620-0491		
		jhernandez@penhall.com	csnider@dickensquality.com	cjmorris@bcsdemo.com		
	TOTAL WORK CATEGORY PACKAGE VALUE	**$984,603**	**$1,082,255**	**$1,133,607**		
37	Do you have any overseas suppliers that may be impeding your supply chain?	No	No	No		
38						
39	Per Plans & Specifications	Yes	Yes	No		
40	Division 1 as it relates to this scope of work	Yes	Yes	Yes		
41	Spec Section 01012 Plant Operation During Construction	Yes	Yes	Yes		
42	Spec Section 02050 Demolitions	Yes	Yes	Yes		
	Scope of Work					
	Base Bid:	$1,150,529	$1,155,222	$916,341		
43	Provide all labor, materials, tools, equipment and appurtenances as required to perform the Work Category 02A Demolition, in accordance with and reasonably inferable from the Contract Documents, complete and without exception unless otherwise noted below, including, but not limited to the following:	Yes	Yes	Yes		
44	Check to Spec completed and submitted to McCarthy	Yes	Yes	Yes		
45	1 year warranty from Final Acceptance (Aug 2023)	Yes	N/A	Yes		
46	Electrical determ and make safe at all demolition areas for both sites	WC 16A	WC 16A	WC 16A		
47	Understands project schedule requirements and critical path	Yes	Yes	Yes		
48	Includes crews and OT as needed to perform the OWRF Anoxic/Aeration/RAS shutdown in February & March of 2022	Yes	No	Yes		
49	Demo Contractor has reviewed and understands the Q&A log	Yes	Yes	Yes		
50	Wash down structures and chlorinate	$16,500	$16,500	$16,500		
51	**AWRF Site**					
52	Remove asphalt parking lot & curb south of Thickening Bldg.	WC 02B	WC 02B	WC 02B		
53	Remove 55' of 24" BW south of filter #1 as shown and abandon in place	WC 02B	WC 02B	WC 02B		
54	Remove 2" pressure assembly and bollards	WC 02B	WC 02B	WC 02B		
55	Abandon in place 8" SST BWA @ Filters	WC 15A	WC 15A	WC 15A		
56	Abandon in place 12" DIA DIP Filter to Waste Piping @ Filters	WC 02B	WC 02B	WC 02B		
57	Abandon in place 30" DIA DIP Filter Effluent Piping @ Filters	N/A - Completed in UV Structure	N/A - Completed in UV Structure	N/A - Completed in UV Structure		
58	Abandon in place Flow Meter Manholes	N/A - No Scope Required	N/A - No Scope Required	N/A - No Scope Required		
59	**AWRF Blower Bldg./Blower Piping**					
60	Remove 30" and haul off Temp Steel Blower Air Pipe from basin 1 to Blower BLDG	WC 15A	WC 15A	WC 15A		
61	Remove existing pipe supports under 30" Temp Steel Air Pipe	WC 15A	WC 15A	WC 15A		
62	Remove FRP air pipe to SST connections and Cap	WC 03A/15A	WC 03A/15A	WC 03A/15A		
63	Salvage existing 20" expansion joints and BFVs	WC 15A	WC 15A	WC 15A		
64	Remove pipe hangers in blower building	WC 15A	WC 15A	WC 15A		
65	Remove HVAC Exhaust Fans	WC 15B	WC 15B	WC 15B		
66	**AWRF Aeration Basins**					
67	Remove metal stairs on NW corner of A Basin #4	Yes	Yes	Yes		
68	Remove diffuser piping, anchors and supports in 2 aeration basins (2 basins are part of alternate #4)	-$4,800	Yes	Yes		
69	Salvage stainless steel couplings	Yes	No	Yes		
70	**AWRF Filters**					
71	Remove ALL filter influent troughs in Filters 1-8	Yes	$443	Yes		

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **02A - Demolition**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	Penhall Company	Dickens Quality Demolition	BCS Demolition		
		Josh Hernandez	Craig Snider	Cameron Morris		
		949-562-5935	602-361-5173	480-620-0491		
		jhernandez@penhall.com	csnider@dickensquality.com	cjmorris@bcsdemo.com		
	TOTAL WORK CATEGORY PACKAGE VALUE	**$984,603**	**$1,082,255**	**$1,133,607**		
72	Remove 4 decks as shown on D-1.14 in Filters 2,3,6 & 7	Yes	$26,040	Yes		
73	Remove Filter influent and BW Gates	WC 11K	WC 11K	WC 11K		
74	Salvage and relocate anthracite media from 1-8 to 9-16 as needed	WC 11K	WC 11K	WC 11K		
75	Remove ALL Filter underdrains in Filters 1-8	Yes	$5,409	Yes		
76	Sawcut & remove (3) 12'x10' wall openings per Q&A 80	Yes	Yes	Yes		
77	Sawcut & remove 2'x4'' Filter influent wall openings	Yes	Yes	Yes		
78	Sawcut & remove (15) walls 6'x8' between filters 1-8 to allow for new concrete walls to be built as shown on Structural drawings	Yes	$14,702	$10,500		
79	Remove grout behind 6'x8' wall openings at 8 locations	Yes	$24,175	$391,400		
80	Delete grout behind (2) 6'x8' wall openings between filters 1 & 2	-$6,097	-$6,044	-$97,850		
81	Remove grout in Filters 2-8 (Filter 1 removed from price)	-$11,323	Yes	Yes		
82	Remove FRP overflow trough per Q&A 105	Yes	$750	$750		
83	Remove steel platform above filters 2&3 per Q&A 106	Yes	$6,640	$500		
84	Cap and abandon in place 42" PCCP line in UV splitter box	WC 03A/15A	WC 03A/15A	WC 03A/15A		
85	Sawcut and remove 4'x5' concrete wall to splitter box per note 3 on section E	Yes	Yes	Yes		
86	Cap and abandon in place 30" DIP line in UV splitter box	WC 03A/15A	WC 03A/15A	WC 03A/15A		
87	Core (36) 6" diameter cores at 3 new sumps per Detail 5 on S-1.70	Yes	$4,154	$4,000		
88	Sawcut 4'x4' slab at 3 locations for new sumps	Yes	$4,449	$9,000		
89	Sawcut and remove 4'x5' concrete wall for BW channel access x 2	$10,000	$10,000	$10,000		
90	**OWRF Site**					
91	Remove 12" Sewer for new MH @ SW corner of existing Blower Bldg.	WC 02B	WC 02B	WC 02B		
92	~~Remove asphalt paving and curb around old Admin Bldg.~~	~~WC 02B~~	~~WC 02B~~	~~WC 02B~~		
93	~~Relocate 3 light pole bases around old Admin Bldg. and Dewatering PS~~	~~WC 03A/16A~~	~~WC 03A/16A~~	~~WC 03A/16A~~		
94	~~Relocate electrical conduit around old Admin Bldg. and Dewatering PS~~	~~WC 16A~~	~~WC 16A~~	~~WC 16A~~		
95	Remove existing curb north of Filters 1 & 2	WC 02B	WC 02B	WC 02B		
96	Determ and pull wire from ductbank south of RWPS	WC 16A	WC 16A	WC 16A		
97	Remove ductbank south of RWPS	WC 02B	WC 02B	WC 02B		
98	Remove 48" OF pipe south of RWPS	WC 02B	WC 02B	WC 02B		
99	Abandon and bury west reservoir structure per D-3.05	WC 02B	WC 02B	WC 02B		
100	Sawcut and cap 24" influent headers per D-3.06	WC 02B	WC 02B	WC 02B		
101	Remove & cap 8" NPW and air line south of anoxic basin.	WC 02B	WC 02B	WC 02B		
102	Remove 24" BFVs at reservoir inlet chamber	WC 11K	WC 11K	WC 11K		
103	**OWRF CCB**					
104	Core (11) 6" cores for new beam S-3.60	Yes	$1,270	$2,000		
105	Sawcut & remove 18"x13' opening in CCB deck	Yes	Yes	Yes		
106	**OWRF Filters 1 & 2**					
107	Remove flow metering vault north of filters	Yes	Yes	Yes		
108	Remove flow meter in box north of filters	WC 15A	WC 15A	WC 15A		
109	Remove all concrete as shown on the drawings	Yes	Yes	Yes		
110	Remove all equipment, media, conduits, piping within the demolition limits of Filters 1 & 2	Yes	Yes	$27,000		
111	Remove concrete stairs	Yes	Yes	Yes		
112	Remove slide gates	WC 11K	WC 11K	WC 11K		

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **02A - Demolition**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	Penhall Company	Dickens Quality Demolition	BCS Demolition		
		Josh Hernandez	Craig Snider	Cameron Morris		
		949-562-5935	602-361-5173	480-620-0491		
		jhernandez@penhall.com	csnider@dickensquality.com	cjmorris@bcsdemo.com		
	TOTAL WORK CATEGORY PACKAGE VALUE	**$984,603**	**$1,082,255**	**$1,133,607**		
113	**OWRF Aeration Basins**					
114	Sawcut and remove foam (16) ports below deck	Yes	Yes	No		
115	Sawcut and remove (8) openings on west wall	Yes	Yes	Yes		
116	Sawcut and remove (16) 18"x24" opening in the west deck per S-3.01	Yes	Yes	Yes		
117	Core (35) 6" cores in the west deck per S-3.01	Yes	Yes	$4,000		
118	Remove SST air line and supports in south channel of aeration basins and into splitter box channels	WC 15A	WC 15A	WC 15A		
119	Sawcut and remove (8) wall openings on east dividing wall	Yes	Yes	No		
120	Sawcut and remove south effluent channel and pipe chase	Yes	Yes	Yes		
121	Remove aluminum handrail on south channel wall	Yes	Yes	Yes		
122	Remove NPW piping, pipe supports & spray nozzles throughout aeration basins	WC 15A	WC 15A	WC 15A		
123	**OWRF Anoxic Basins**					
124	Remove slide/sluice gates throughout structure	WC 11K	WC 11K	WC 11K		
125	Sawcut 6'x2' opening on north deck	Yes	Yes	Yes		
126	Remove (8) vertical mixers	WC 11K	WC 11K	WC 11K		
127	Remove 8" mud valves	WC 15A	WC 15A	WC 15A		
128	Remove IMLR deck and wall and all pipe, conduits, appurtenances, etc. located on wall	Yes	Yes	Yes		
129	Remove 24" RAS Piping	WC 02B/15A	WC 02B/15A	WC 02B/15A		
130	Remove 36" Flow Meter in vault	WC 15A	WC 15A	WC 15A		
131	Remove metal stairs, handrail and concrete pad	Yes	Yes	Yes		
132	Remove concrete T wall separating east/west anoxic basins north of the IMLR discharge channel	Yes	Yes	Yes		
133	Salvage and reinstall IMLR pump seal water assembly	WC 15A	WC 15A	WC 15A		
134	Sawcut 24" RAS Piping 6" below RAS 90	WC 15A	WC 15A	WC 15A		
135	**OWRF Clarifier Splitter Box**					
136	Remove mixers	WC 11K	WC 11K	WC 11K		
137	Remove grating and supports	Yes	Yes	Yes		
138	Remove slide/sluice/weir gates	WC 11K	WC 11K	WC 11K		
139	Remove mud valves	WC 1A	WC 1A	WC 1A		
140	**OWRF Clarifiers 1 & 2**					
141	Remove walkway, stairs, handrail, suction piping and clarifier mechanisms	WC 11K	WC 11K	WC 11K		
142	Remove 30" pipe from effluent trough	WC 15A	WC 15A	WC 15A		
143	Remove effluent trough and concrete beams	Yes	Yes	Yes		
144	Remove 8" drain plug valve	WC 02B	WC 02B	WC 02B		
145	Remove concrete grout topping	Yes	Yes	Yes		
146	Remove scum box	WC 11K	WC 11K	WC 11K		
147	Remove influent riser piping	WC 11K	WC 11K	WC 11K		
148	**OWRF RAS/WAS PS**					
149	Remove all pipe, metal pipe supports, valves, etc.	WC 15A	WC 15A	WC 15A		
150	Remove all pumps	WC 11K	WC 11K	WC 11K		
151	Remove concrete pipe/equipment supports	Yes	Yes	$4,250		
152	Demo hatch and bush concrete for replacement assume 8" around perimeter (bar to remain in place)	Yes	Yes	$2,500		
153	Haul off demolished materials removed by WC 02A	Yes	Yes	Yes		

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **02A - Demolition**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	Penhall Company	Dickens Quality Demolition	BCS Demolition		
		Josh Hernandez	Craig Snider	Cameron Morris		
		949-562-5935	602-361-5173	480-620-0491		
		jhernandez@penhall.com	csnider@dickensquality.com	cjmorris@bcsdemo.com		
	TOTAL WORK CATEGORY PACKAGE VALUE	**$984,603**	**$1,082,255**	**$1,133,607**		
154	Unloading & storage	Yes	Yes	Yes		
155	Temporary protection of structures and equipment staying in place	Yes	Yes	Yes		
156	**GMP 1 Early Demolition @ AWRF Filters**	-$189,512	-$189,512	-$189,512		
157	COVID-19 Scope Items					
158	Proposal includes CDC, Federal, State and Local OSHA guidelines for COVID-19.	Yes	Yes	Yes		
159	Your proposal shall include all productivity, schedule, and other impacts to cost and schedule.	Yes	Yes	Yes		
160	All personnel onsite must maintain 6'0" spacing between personnel and shall have facemasks on at all times that align with CDC, Federal, State or Local OSHA guidelines for COVID-19.	Yes	Yes	Yes		
161	Work activities that require personnel to be closer than 6'0" must have a plan presented and approved by McCarthy before work activity commences. Work activities within 6'0" shall also include the appropriate masks and PPE while performing the work.	Yes	Yes	Yes		
162	All tools and equipment used must be sanitized each day.	Yes	Yes	Yes		
163	Personnel must comply with all hand washing and sanitizing requirements set by McCarthy.	Yes	Yes	Yes		
164	Subcontractors with onsite trailers must sanitize trailer interior high contact areas and restroom facilities daily. Subcontractors must have a plan approved by McCarthy to maintain 6' social distancing within the trailer as required by the AHJ.	Yes	Yes	Yes		
165	Personnel are not allowed to carpool to the site or while onsite.	Yes	Yes	Yes		
166	Any personnel reporting symptoms must be immediately reported to McCarthy and follow the appropriate testing and quarantine protocols.	Yes	Yes	Yes		
167						
168	End of Scope					
169	Bond/CDI Cost	$19,306	$8,056	$22,228		
	TOTAL WORK CATEGORY PACKAGE VALUE	**$984,603**	**$1,082,255**	**$1,133,607**		

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BID PROPOSAL

Date 4/21/21

Bid Proposal of * Penhall Company (hereinafter called "Bidder")

a ** Demolition Company organized and existing under the laws of the State of AZ.

Penhall Company
3301 E Wood St
Phoenix, AZ 85040

(INSERT OWNER'S ADDRESS)
TO: McCarthy Building Companies, Inc.
6225 North 24th Street, Suite 200
Phoenix, Arizona 85016

The Bidder, in compliance with your Invitation for Bids for the construction of Chandler Water Reclamation Facility Improvements having examined the Contract Documents entitled City of Chandler, Chandler WRF Improvements Project, and other related documents and being familiar with the site of the proposed work, and with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, and the progress of work to date, if any, hereby proposes to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, superintendence, perform all work, provide all services, and to construct all work in accordance with the Contract Documents set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required.

The Bidder shall attach a copy of Bidders' detailed estimate to its Bid Proposal. This estimate shall identify all quantities shown in the documents or anticipated along with corresponding labor, material and equipment pricing.

After Bid Proposals are received, tabulated, and evaluated by McCarthy, said Bidder agrees to meet with McCarthy for the purpose of determining any duplications, omissions, or mutually agreed bid adjustments. For these meetings, the Bidder agrees to provide a complete, detailed cost breakdown; a list of all sub-subcontractors proposed for use in the work; and a list of all items, materials and their manufacturers proposed for use in the work.

The Bidder, if awarded a Subcontract, agrees to commence work and to fully complete its Work in accordance with a schedule to be established in collaboration with McCarthy under the provisions of the Additional Subcontractor Conditions of the Specifications.

The Bidder acknowledges receipt of the following Addenda:

City of Chandler- Chandler Water Reclamation Facility- Improvements Project- GMP 2.

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BASE BID:

The Bidder agrees to perform all listed on Penhall's Proposal (herein insert the title of the Work Category as it appears in the Additional Subcontractor Conditions) Work for Work Category No. _____, as described in the Contract Documents, for the Lump Sum of _____ _____ DOLLARS ($ 1,369,146.68).

BID BREAKDOWN:

Airport WRF Total Amount $_____

See proposal breakout below. Base work category value is $1,150,529.08. Above value of $1,369,146.68 includes cost for alternates that are not included in total GMP 2 amount.

- Aeration Basin $_____.
- Blower Piping $_____.
- Blower Ductbank $_____.
- Filters $_____.
- Maintenance Bldg $_____.

Ocotillo WRF Total Amount $_____

- Aeration/Anoxic $_____.
- RAS/WAS PS $_____.
- Clarifiers 1& 2 $_____.
- Filters $_____..
- MCC Replacement $_____..
- Reservoir $_____..
- Roads/Sitework $_____..

Performance & Payment Bond Cost *(If Applicable)* $ 17,021.00 estimate

Total Subcontract Amount $ $1,167,550.08

The name of the proposed Bonding Company is Alliant Insurance Services, Inc.

Bond rate 2 % estimate

All applicable taxes, except sales and use taxes on materials and equipment which are affixed and made a part of the real estate of the Project, are included in the above Base Bid. Bidder agrees that this Bid Proposal shall be good and may not be withdrawn unless McCarthy does not send Bidder a Subcontract within one hundred ~~twenty (160) calendar days~~ fifty (150) calendar days after the opening date of Bid Proposals.

(Amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

ALTERNATES:

The Bidder further agrees that if any or all of the Alternates listed and described below are incorporated and accepted within sixty (60) calendar days after receipt of a Subcontract from McCarthy, the Bidder will adjust its Subcontract by the amount indicated opposite the Alternates listed below.

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ALTERNATE NO. 1: Filter Disc in Basin 7 Installation:

ADD the sum of $_____.

ALTERNATE NO. 2: Clarifier 3 Rehabilitation

ADD the sum of $61,833,61.

ALTERNATE NO. 3: Sludge Holding Tank and Blower Bldg No. 2

ADD the sum of $_____.

ALTERNATE NO. 4: Removal/Replacement of Diffusers in 2 Aeration Basins

ADD the sum of $139,762.99.

ALTERNATE NO. 5:_____

ADD the sum of $_____.

CHANGE ORDER RATES: (Add separate sheet as needed)

Markup % (on rates and material): _____.

Position: _____ Rate: _____.

Position: _____ Rate: _____.

Equipment: _____ Rate: _____.

Equipment: _____ Rate: _____.

SAFETY RECORDS

The Bidder certifies to the following Experience Modification Rates (EMR) and Incidence Rates for the three (3) most recent years:

	Year 2018	Year 2019	Year 2020
1. Compensation Experience Modification Rate:	.95	.87	.70
2. Incidence Rate:			
(a) Number of hours employees worked in the year.	2,658,794	2,453,712	2,247,921
(b) Number of cases defined as recordable, from the OSHA Form 300 Log.	8	6	4
(c) Total Recordable Incidence Rate = (b) x (200,000 hours) / Hours Worked (a)	1.73	1.71	1.33

The Bidder understands that McCarthy reserves the right to reject any or all Bid Proposals and to waive any informalities or irregularities therein.

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SELECT AS APPROPRIATE

☒ The Bidder has completed the Prequalification Form together with all other required data for McCarthy's' Contractor Default Insurance Program; OR

☐ The Bidder has not completed the Prequalification Form together with all other required data for McCarthy's' Contractor Default Insurance Program because the Bidder has provided the Form and all such information to McCarthy in the past 12 months for the following project:

_____ Project, which bid on: _____.

RESPONSIVE BID REQUIREMENTS:

DO NOT ENCLOSE YOUR STANDARD TERMS AND CONDITIONS

If any exceptions are taken to the requirements of this Proposal form, attach a separate sheet listing those exceptions, stating the sections and paragraphs and the specific exception.	(initials)
BB	
In submitting this proposal, the Bidder certifies that this bid is valid for 150 calendar days.	(initials)
BB	
In submitting this Proposal as described herein, we agree to complete the work in accordance with the included Preliminary Construction Sequence.	(initials)
BB	
In submitting this Proposal, the Bidder certifies that all cost for extended warranties to start on the date of Substantial Completion is included.	(initials)
BB	
In submitting this proposal as described herein, we confirm that we have received, reviewed and agree to all commercial terms stated in the McCarthy Subcontract and Purchase Order Agreement. Any exception taken to the commercial terms stated in these Agreements must be listed on a separate sheet noting the article or paragraph and the specific exception. ***Bidders attached Standard Terms and Conditions will not be acknowledged or accepted as part of any given bid.***	(initials)
BB	
In submitting this proposal as described herein, the Bidder certifies that this bid is coordinated based on a complete set of documents and that there will be no claims for change order based on the assertion that the Bidder did not have a complete set of Bidding Documents.	(initials)
BB	
In submitting this proposal, the Bidder certifies that they have included all spare parts, training, O & M Manuals, shop drawings and administration costs as associated to comply with the requirements of the specifications and as listed for their scope of work.	(initials)
BB	
A bid will be considered non-responsive if the Subcontractor Pre-Qualification Form is not completed as part of the Bid Form **(or on file at McCarthy office)**.	(initials)
BB	
The Bidder, by submitting their bid, represents that they have read and understand the scope requirements of the Bidding Documents.	(initials)
BB	
The Bidder certifies that any proposed materials in this scope of work meet or exceeds the requirements stated in the specifications unless noted otherwise within this proposal.	(initials)
BB	
The bidder certifies that the price listed in this bid is a firm Price through the final delivery of the materials proposed herein, and that no material escalation will be accepted as part of this proposal.	BB (initials)

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Within fifteen (10) days after receipt by the Bidder from McCarthy of the Subcontract or Purchase Order, the Bidder will execute and return to McCarthy said Subcontract or Purchase Order and if notified from McCarthy that Bidder is not to be enrolled in McCarthy's Contractor Default Insurance Program, deliver to McCarthy Performance and Labor and Material Payment Bonds for the Subcontract or a Supply Contract Bond for the Purchase Order, or the difference between the amount of the bid and such larger amount for which McCarthy may subcontract with another party to perform the work covered by said bid, together with all court costs, all attorney fees and all other expense of recovery, all of which shall not exceed the Bid Security attached in the amount of 15% of the bid, will become the property of McCarthy. The bonds shall name McCarthy as Obligee.

If an Individual:

Authorized Signature: _____

Name (print): _____

Email: _____

Business Address: _____

_____

If a Partnership:

Authorized Signature: _____

Name (print): _____

Email: _____

Authorized Signature: _____

Name (print): _____

Email: _____

Business Address: _____

_____

If a Corporation:

Authorized Signature: DocuSigned by: Brian Berger 2B1226C7047945...

Name (print): Brian Berger

Email: bberger@penhall.com

Title: Sr. Vice President

Business Address: 7501 Esters Blvd Ste 150
Irving, TX 75063

Telephone 817-796-7150

Contractor License Number: ROC084469/ ROC084470

General Liability Insurance Carrier (not the agent): American Zurich Insurance

*Please attach a sample certificate of insurance and current W9 form to your bid.

PENHALL COMPANY

Concrete Sawing, Drilling, Scanning and Breaking

PROPOSAL

Date:	4/19/2021	**Phone:**	602.320.7837
Attention:	Ben Whitlock	**Fax:**	N/A
Company:	McCarthy	**Email:**	bwhitlock@mccarthy.com
Re:	**Chandler WRF Improvements**		

Thank you for the opportunity to submit this proposal for your consideration. I have listed below a scope of work outlining what is included in the quoted price. Please feel free to contact me with any questions. **Penhall Company** proposes to furnish labor and equipment to:

AWRF Aeration Basins	
Remove metal stairs on NW corner of A Basin #4	Yes
Remove diffuser piping, anchors, and supports in 2 aeration basins (2 basins are part of alternate #4)	Yes
Salvage stainless steel couplings	Yes

AWRF Filters	
Remove **ALL** filter influent troughs in **Filters 1-8**	Yes
Remove 4 decks as shown on D-1.14 in Filters 2,3,6 & 7	Yes

Remove **ALL** Filter underdrains in **Filters 1-8**	Yes
Sawcut & remove **(3) 12'x10**' wall openings per Q&A 80	Yes
Sawcut & remove 2'x4'' Filter influent wall openings	Yes
Sawcut & remove (**12**) walls **6'x8'** between filters 1-8 to allow for new concrete walls to be built as shown on Structural drawings	Yes
Remove grout behind **6'x8'** wall openings at 8 locations	Yes
Remove Filter underdrains and grout in **ALL** Filters 1-8 (no surface treatment, rough finish after grout removal)	Yes
Remove FRP overflow trough per Q&A 105	Yes
Remove steel platform above filters 2&3 per Q&A 106	Yes

Review RFI Responses	
Sawcut and remove 4'x5' concrete wall to splitter box per note 3 on section E	Yes
Core (36) 6" diameter cores at 3 new sumps per Detail 5 on S-1.70	Yes
(3) 4x4 Openings per Sheet, S-1.70 Detail 5	Yes
OWRF CCB	
Core (11) 6" cores for new beam S-3.60	Yes
Sawcut & remove 18"x13' opening in CCB deck	Yes
OWRF Filters 1 & 2	
Remove flow metering vault north of filters	Yes
Remove all concrete as shown on the drawings	Yes
Remove all equipment, media, conduits, piping within the demolition limits of Filters 1 & 2	Yes
Remove concrete stairs	Yes

OWRF Aeration Basins	
Sawcut and remove foam (16) ports below deck	Yes

Sawcut and remove (8) openings on west wall	Yes
Sawcut and remove (16) 18"x24" opening in the west deck per S-3.01	Yes
Core (35) 6" cores in the west deck per S-3.01	Yes
Sawcut and remove (8) wall openings on east dividing wall	Yes
Sawcut and remove south effluent channel and pipe chase	Yes
Remove aluminum handrail on south channel wall	Yes

OWRF Anoxic Basins	
Sawcut 6'x2' opening on north deck	Yes
Remove IMLR deck and wall and all pipe, conduits, appurtenances, etc. located on wall	Yes
Remove metal stairs, handrail, and concrete pad	Yes
Remove concrete T wall separating east/west anoxic basins north of the IMLR discharge channel	Yes
OWRF Clarifier Splitter Box	
Remove grating and supports	Yes

OWRF Clarifiers 1 & 2	
Remove effluent trough and concrete beams	Yes
Remove concrete grout topping (1/2" amplitude tolerance, no surface treatment, rough finish after grout removal)	Yes

OWRF RAS/WAS PS	
Remove concrete pipe/equipment supports	Yes
Demo hatch	Yes

Alternate #2 - Clarifier 3	
Base Bid	**$61,833.61**

Alternate #4 - 2 Diffuser Rehab	
Base Bid	**$139,762.99**

Bond Estimate for Base Bid, Alt #2, & Alt #4 **$17,021.00**

DESCRIPTION	Qnty	UoM	THICKNESS/Dia.	SF/ LF		AMOUNT
Total Work Category Package Value	1	LS				**$1,150,529.08**
Alternate #2- Clarifier 3, Remove 2" Grout Topping/ Sheet D-3.19, Keyed Note #4	1	LS				**$61,833.61**
Alternate #4- 2 Diffuser Rehab	1	LS				**$139,762.99**
TOTAL: BASE BID, ALT #2 & ALT #4, & Bond Estimate						**$1,369,146.68**

GPR Scanning of the concrete is recommended and is available from Penhall for an additional charge of $185.00/hr. Hourly rate will be charged for all time on site and travel from and to our local branch office. Orientation, badging and drug testing, parking fees, permitting, utility location, call before you dig, temporary walls and barricades, bonding, liquidated damages, retainage, layout, cleaning and power washing are all excluded. The price is based on one mobilization only and continuous, clear, and unobstructed access to the work. If the scope changes or quantity, dimensions or thickness exceed those qualified herein, additional charges will apply. The Proposal Price does not include sales tax, use tax, excise tax, business tax, or other similar taxes or duties. Customer shall pay all such taxes in addition to the Proposal Price, or, alternatively, shall provide Penhall with acceptable proof of tax exemption. Customer understands and agrees that Penhall's Standard Terms and Conditions (which are available on Penhall's website (www.penhall.com/us/standard-terms-conditions) or by request) are incorporated by reference into this Proposal and shall apply, in addition to the terms of this Proposal, to all transactions between Customer and Penhall related to this Proposal. A 4.3% Environmental Fee will be added to all invoices.

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **02B - Earthwork & Yard Pipe**

GMP Date: **5/4/2021 Rev 6/21/2021**

COMPANY INFORMATION		**McCarthy**				
		Joe Kilgallen				
		480-364-1032				
		Jkilgallen@mccarthy.com				
TOTAL WORK CATEGORY PACKAGE VALUE		**$3,440,494**				
MCCARTHY SUBCONTRACT & FRONT END TERMS						
1	Compliant with McCarthy Front Ends	Yes				
2	Bid Submitted on McCarthy Bid Form	N/A				
3	Bid Bond Included with Bid (if over $250k Sub/$500k Supplier)	N/A				
4	Current Bank Reference Letter that shows Subcontractor or Vendor is in good standing. (The date on the letter provided should be within the last 30 days and the letter should include the status of their line of credit.)	Yes				
5	Surety Company	Allianz-Starr				
6	Surety AM Best Rating (Must be A- or Better)	A+				
7	AM Best Financial Size X($500M to $750M) or higher	Yes				
8	Anticipated contract amount is less than the Federal UW Limit as listed on the Treasury Listing	Yes				
9	Bond/CDI Cost	0.000%				
10	Included Insurance Requirements (Per Matrix)	Yes				
11	GL Insurance Company Name	Allianz-Starr				
12	GL Insurance Carrier AM Best Rating (Must be A- or Better)	A+				
13	PRL Insurance (If required by the Front Ends)	Yes				
14	Pollution Insurance (If required by the Front Ends)	Yes				
15	Tier 1 Approved	Yes				
16	Tier 2 Approved	Yes				
17	Safety Items:	Yes				
18	OSHA Recordable Incident Rate (Current)	0.39				
19	Agrees to comply with PPE requirements including 100% glove policy	Yes				
20	Acknowledges updated ladder policy (platform ladders)	Yes				
21	Task Hazard Analysis included for all tasks	Yes				
22	Tie-off above 6' required	Yes				
23	Includes Hoisting for Sub's Own Work Scope	Yes				
24	Acknowledges Soils Report	Yes				
25	Acknowledges Addenda	Yes				
26	Hold Bid for 150 Days	Yes				
27	Pricing good for the duration of the project	Yes				
28	Sales Tax Included	N/A				
29	**COVID-19 Market Questions**					
30	How has your work program been impacted by the COVID-19 situation? % of work stopped or delayed by more than 2 weeks?	No				
31	Have you had any future work opportunities canceled or delayed? What % of your future sales are projected to be impacted by COVID-19?	No				
32	Are you suffering productivity loss that is impacting the ability to complete work on time?	No				
33	Have you had any difficulty with employees not wanting to come to work because of the risk of infection?	No				
34	Have you experienced any unusual voluntary turnover as a result of COVID-19?	No				
35	Have you had to furlough or make a reduction in staff or go to a reduced workweek as a result of COVID-19 market conditions?	No				
36	Have you experienced and/or do you anticipate any issues with existing suppliers or vendors?	No				
37	Do you have any overseas suppliers that may be impeding your supply chain?	No				

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **02B - Earthwork & Yard Pipe**

GMP Date: **5/4/2021 Rev 6/21/2021**

COMPANY INFORMATION		**McCarthy**				
		Joe Kilgallen				
		480-364-1032				
		Jkilgallen@mccarthy.com				
TOTAL WORK CATEGORY PACKAGE VALUE		**$3,440,494**				
38						
39	Per Plans & Specifications	Yes				
40	Division 1 as it relates to this scope of work	Yes				
41	01414 - Earthmoving and Dust Control	Yes				
42	02050 - Demolitions	Yes				
43	02100 - Site Preparations	Yes				
44	02150 - Shoring	Yes				
45	02315 - Earthwork, Excavation, and Backfill	Yes				
46	02318 - Crushed Stone and Gravel	Yes				
47	02319 - Riprap	Yes				
48	02371 - Filter Fabric for Rip Rap Channels	Yes				
49	02500 - Asphalt Pavement	Yes				
50	02580 - Pavement Markings	Yes				
51	02751 - Portland Cement Concrete Paving	Yes				
52	03100 - Concrete Formwork	Yes				
53	03200 - Concrete Reinforcement	Yes				
54	03251 - Concrete Joints	Yes				
55	03300 - Cast-in-Place Concrete	Yes				
56	03600 - Grout	Yes				
57	11295 - Hydraulic Valves	Yes				
58	15050 - Piping Systems	Yes				
59	15051 - Buried Piping Installation	Yes				
60	15061 - Ductile Iron Pipe	Yes				
61	15064 - Copper Pipe	Yes				
62	15065 - Thermoplastic Pipe and Accessories	Yes				
63	15067 - Fiberglass Reinforced Plastic Pipe and Accessories	Yes				
64	15120 - Piping Specialties and Accessories	Yes				
Scope of Work						
Base Bid:		$3,440,494				
65	Provide all labor, materials, tools, equipment and appurtenances as required to perform the Work Category 02B-Civil Earthwork & Yard Pipe, in accordance with and reasonably inferable from the Contract Documents, complete and without exception unless otherwise noted below, including, but not limited to the following:	Yes				
66	Check to Spec completed and submitted to McCarthy	Yes				
67	1 year warranty from Final Acceptance (Aug 2023)	Yes				
68	**Demolition, Make-ready, temporary facilities**					
69	Clear and Grub	N/A				
70	Sawcut and remove asphalt/pavement	Yes				
71	Sawcut and remove curb and sidewalk	Yes				
72	Sawcut and cap underground wet utilities	Yes				
73	Sawcut and demo ductbank at Ocotillo Reservoir - Electrical to Terminate	Yes				
74	Light pole and foundation removal - Airport	Yes				
75	Concrete bollard removal	Yes				
76	Electrical ductbank removal	Yes				

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **02B - Earthwork & Yard Pipe**

GMP Date: **5/4/2021 Rev 6/21/2021**

COMPANY INFORMATION		**McCarthy**				
		Joe Kilgallen				
		480-364-1032				
		Jkilgallen@mccarthy.com				
TOTAL WORK CATEGORY PACKAGE VALUE		**$3,440,494**				
77	Rip rap removal	Yes				
78	Backfill of excavations left behind by demolition subcontractor including, but not limited to the following:	Yes				
79	Disc Filters - OWRF	Yes				
80	Asphalt Pavement and ABC subbase	Yes				
81	Hold Asphalt pricing through 5/31/2023.	Yes				
82	Pavement Markings	Yes				
83	Concrete utility adjustments	Yes				
84	Excavation, subgrade prep, fine grade +/- 0.05', and backfill for all site concrete including, but not limited to, curb, valley gutter, curb & gutter, bollards, and sidewalk.	Yes				
85	Site concrete including, but not limited to, curb, curb & gutter, valley gutter bollards, and sidewalk.	Yes				
86	Sitework concrete to be installed by applicator with minimum of 2 years' experience.	Yes				
87	Replace disturbed rip rap as required for the installation of yard piping and earthwork scope.	Yes				
88	Maintain temporary roadways, laydown areas	Yes				
89	Place 1-1/2" of temp bituminous pavement immediately after backfilling trenches in paved roadways which are to be retained for permanent use	Yes				
90	Develop SWPPP manual and obtain permits	Yes				
91	Install and maintain SWPPP BMP's as required	Yes				
92	Track-out Pad installation, maintenance, and removal	Yes				
93	Underground pipe removal & abandonment as required	Yes				
94	Place pre-emergent herbicide according to MAG; prior to installation of decomposed granite (DG). DG depth to be a minimum of 2".	Yes				
95	Asphalt & Site Concrete removal and replacement as required for the installation of yard piping.	Yes				
96	Sweep all paved roads by mechanical sweeper	Yes, while onsite				
97	**Excavation, fine grade, & backfill**					
98	Provide all excavation, fine grading, dental excavation, CLSM backfill & structure backfill as required at the following structures, including, but not limited to:	Yes				
99	Maintenance Building AWRF	Yes				
100	Blower Building/Pipe Supports AWRF	Yes				
~~101~~	~~Sludge Holding Tanks / Blower Building OWRF~~	~~Yes~~				
102	Disc Filters OWRF	Yes				
103	Clarifier 1, 2, ~~3~~ Rehab OWRF	Yes				
104	A-Basin OWRF	Yes				
105	Reservoir OWRF	Yes				
106	Other areas as required for relocations and make-ready.	Yes				
107	Toe of excavation shall start 5' outside of the concrete footings	Yes				
108	Grade structure excavations to +0.0 to -0.05'	Yes				
109	Engineered shop drawings for excavation stamped by Registered Professional Engineer licensed in the State of Arizona	Yes				
110	Include CLSM backfill for structures bearing on backfill zones	Yes				
111	Modifications to drainage areas and grading in associated areas	Yes				
112	Finish grade site to final contours shown on plans less the depth of landscaping finish course.	Yes				

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **02B - Earthwork & Yard Pipe**

GMP Date: **5/4/2021 Rev 6/21/2021**

COMPANY INFORMATION		**McCarthy**				
		Joe Kilgallen				
		480-364-1032				
		Jkilgallen@mccarthy.com				
TOTAL WORK CATEGORY PACKAGE VALUE		**$3,440,494**				
113	Conform to Section 701 of the Uniform Standard Specifications of Public Works Construction by the Maricopa Association of Government (MAG).	Yes				
114	On-site excavated material will be classified for use as backfill material. All materials should be screened and free of organics, debris, rubble and material greater than 3 inches in size.	Yes				
115	Provide grading and paving as required at the following structures, including, but not limited to:	Yes				
116	Maintenance Building AWRF	Yes				
117	Blower Building/Pipe Supports AWRF	Yes				
118	Filters Structure AWRF	Yes				
~~119~~	~~Sludge Holding Tanks / Blower Building OWRF~~	~~Yes~~				
120	Disc Filters OWRF	Yes				
121	Clarifier 1, 2, ~~3~~ Rehab OWRF	Yes				
122	A-Basin OWRF	Yes				
123	Reservoir OWRF	Yes				
124	Other areas as required for relocations and make-ready.	Yes				
125	Berm excavations per OSHA and to ensure no rainwater is able to enter the excavation	Yes				
126	Install and maintain temporary fencing around excavations while onsite. Remove once excavation is backfilled.	Yes				
127	Monitoring, inspections, and maintenance of all shoring and excavation sloping until excavations are backfilled	Yes				
128	Caliche, which is a calcareous soil, is a common subsurface condition in the Phoenix area and may exist within the limits of this project. Caliche varies in density and in strength. Caliche soils contain gravel and particles of rock cemented together by calcium carbonate. There will be no cost adjustment if Caliche is encountered on the project.	Yes				
129	Earthwork at new sump pumps in Filter Basin at AWRF	By WC 02A				
130	Haul and dispose of all spoils material offsite.	Yes				
131	**Shoring**	Yes				
132	Shoring shall be installed a minimum of 5' from the outside face of the concrete structure or utility. It is the responsibility of this subcontractor, through a review of the contract documents, to determine which excavations shall require shoring. Provide all sheeting/shoring required to protect existing structures, pipes, electrical, and facilities including but not limited to:	Yes				
133	Reservoir - OWRF	Yes				
134	Disc Filters - OWRF	Yes				
135	Remove all temporary shoring/sheeting installed once no longer required.	Yes, Only top 5'				
136	Install and maintain safety cable and toe board at shoring areas while onsite	Yes				
137	Spoil haul-off from Shoring	Yes				
138	**Yard Piping**					
139	Remove the following yard pipe systems, including, but not limited to:	Yes				
140	08" DIP - NPW	Yes				
141	08" SS - Air	Yes				
142	48" RCP - Effluent Overflow	Yes				
143	24" DIP - Reservoir Lines	Yes				
144	Install, protect, and/or relocate the following yard pipe systems, including, but not limited to:	Yes				
145	4" PVC SS to Maintenance Building - AWRF	Yes				

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **02B - Earthwork & Yard Pipe**

GMP Date: **5/4/2021 Rev 6/21/2021**

COMPANY INFORMATION		**McCarthy**				
		Joe Kilgallen				
		480-364-1032				
		Jkilgallen@mccarthy.com				
TOTAL WORK CATEGORY PACKAGE VALUE		**$3,440,494**				
146	6" DIP PW to Maintenance Building - AWRF	Yes				
147	1.5" CU PW to Maintenance Building - AWRF	Yes				
148	12" DIP BWW from Filters Structure - AWRF	Yes				
~~149~~	~~06" DIP NPW to Sludge Holding Tanks - OWRF~~	~~Yes~~				
~~150~~	~~18" DIP Dewatering from Sludge Holding Tanks Structure - OWRF~~	~~Yes~~				
~~151~~	~~12" DIP Overflow from Sludge Holding Tanks Structure - OWRF~~	~~Yes~~				
~~152~~	~~12" DIP WAS from Sludge Holding Tanks Structure - OWRF~~	~~Yes~~				
~~153~~	~~12" DIP Drain from Sludge Holding Tanks Structure - OWRF~~	~~Yes~~				
~~154~~	~~36" FRP Foul Air from Sludge Holding Tanks Structure - OWRF - Dig/Bedding/Backfill Only~~	~~Yes~~				
155	06" DIP PW to Blower Building - OWRF	Yes				
156	01" CU PW to EVAP Cooler - OWRF	Yes				
157	03" PVC Backwash/Solids Waste from Disc Filter Structure - OWRF	Yes				
158	04" PVC Filter Waste from Disc Filter Structure - OWRF	Yes				
159	10" PVC Filter Backwash Drain from Disc Filter Structure - OWRF	Yes				
160	02" CU NPW - Disc Filters Reroute - OWRF	Yes				
161	08" DIP Tank Drain Plug Valve Replacement at Clarifier 1 - OWRF	Yes				
162	06" DIP NPW from A-Basin Structure - OWRF	Yes				
163	48" DIP RW from existing CCB to Reservoir - OWRF	Yes				
164	42" DIP Overflow from Reservoir to Retention Basin - OWRF	Yes				
165	Pipe material, coating, and lining per pipe schedule	Yes				
166	All ancillary yard piping additions and modifications	Yes				
167	Delineation between Process Mechanical and Yard Pipe shall be as follows:	Yes				
168	Yard Pipe shall provide all pipe/systems below grade and exterior to structures up to the penetration point of each structure. If the system continues (via pipe) into the structure, Process Mechanical shall provide the penetration (sleeve or wall pipe). If the system does not continue (via pipe) into the structure, Yard Pipe shall provide the penetration (sleeve, or wall pipe). If a pipe comes above grade before entering a structure, Yard Pipe shall provide the pipe system up to the first flange above grade and Process Mechanical shall provide the rest of the system.	Yes				
169	All bolt kits at the exterior side of a penetration will be provided by Yard Pipe.	Yes				
170	For exceptions to the above, reference Process/Yard/Plumbing Delineation Drawings.	Yes				
171	Install all yard hydrants and applicable appurtenances	By WC 15A				
172	Pipe testing and disinfection	Yes				
173	Pipe encasements	By WC 03A				
174	Pipe supports, restraints and thrust blocks.	By WC 03A & 15A				
175	Plastic and magnetic tracer tape	Yes				
176	Pipe Bedding to be MAG ABC and extend from 4" below pipe to 1' above pipe	Yes				
177	All other encasements per MAG 404-3	By WC 03A				
178	CLSM backfill all pipe as required	Yes				
179	MOPOs as required for utility tie-ins	Yes				
180	Precast Concrete Structures as required in contract drawings	Yes				
181	All manholes to be tested for watertight-ness	Yes				
182	Flexible joints to be provided between each pipe entering and exiting the manhole.	Yes				
183	Pipe trench paving	Yes				

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **02B - Earthwork & Yard Pipe**

GMP Date: **5/4/2021 Rev 6/21/2021**

COMPANY INFORMATION		**McCarthy**				
		Joe Kilgallen				
		480-364-1032				
		Jkilgallen@mccarthy.com				
TOTAL WORK CATEGORY PACKAGE VALUE		**$3,440,494**				
184	Haul and dispose of all spoils material offsite.	Yes				
185	Complete lay drawings for all work, including but not limited to pipe, fittings, valves, supports, etc.	Yes				
186	**General:**					
187	Full time onsite Project Manager and Superintendent	Yes				
188	Testing as required	Yes				
189	100% fall protection within 6' of 6' leading edge, including excavations	Yes				
190	All survey and layout required from control points established by CMAR	Yes				
191	Dust control for entire site while onsite. Includes acquisition, renewals, signage, maintenance and complete execution of the Maricopa County Dust Control Permit.	Yes				
192	Storm water pumping	Yes				
193	Pothole and locate all existing piping and utilities. Pothole at all points of crossing and connections to verify depths, material, and size	Yes				
194	All permits as required	Yes				
195	The cost of the temporary water will be paid by the Owner. All costs for distribution, storage, pumping, conveyance/placement, etc. shall be by this Subcontractor.	Yes				
196	Excavation Bank Maintenance	Yes				
197	Traffic control	Yes				
198	Included site orientation	Yes				
199	Included City of Chandler background check and badging	Yes				
200	Shipping shall be FOB jobsite	Yes				
201	Unloading & storage	Yes				
202	Temporary protection & enclosure	Yes				
203	Preventative maintenance	Yes				
204	O&M's per specification section 01730	Yes				
205	1 year warranty from Final Acceptance (July 2023)	Yes				
206	Training per the Contract Documents	Yes				
207	Manufactures Services	Yes				
208	Performance testing: Per Spec	Yes				
209	Erosion Repairs	Yes				
210	Utilities protection	Yes				
211	Curb & Sidewalk replacements	Yes				
212	Existing Utility adjustments	Yes				
213	COVID-19 Scope Items					
214	Proposal includes CDC, Federal, State and Local OSHA guidelines for COVID-19.	Yes				
215	Your proposal shall include all productivity, schedule, and other impacts to cost and schedule.	Yes				
216	All personnel onsite must maintain 6'0" spacing between personnel and shall have facemasks on at all times that align with CDC, Federal, State or Local OSHA guidelines for COVID-19.	Yes				
217	Work activities that require personnel to be closer than 6'0" must have a plan presented and approved by McCarthy before work activity commences. Work activities within 6'0" shall also include the appropriate masks and PPE while performing the work.	Yes				
218	All tools and equipment used must be sanitized each day.	Yes				
219	Personnel must comply with all hand washing and sanitizing requirements set by McCarthy.	Yes				

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **02B - Earthwork & Yard Pipe**

GMP Date: **5/4/2021 Rev 6/21/2021**

COMPANY INFORMATION		**McCarthy**				
		Joe Kilgallen				
		480-364-1032				
		Jkilgallen@mccarthy.com				
TOTAL WORK CATEGORY PACKAGE VALUE		**$3,440,494**				
220	Subcontractors with onsite trailers must sanitize trailer interior high contact areas and restroom facilities daily. Subcontractors must have a plan approved by McCarthy to maintain 6' social distancing within the trailer as required by the AHJ.	Yes				
221	Personnel are not allowed to carpool to the site or while onsite.	Yes				
222	Any personnel reporting symptoms must be immediately reported to McCarthy and follow the appropriate testing and quarantine protocols.	Yes				
223						
224	End of Scope					
225	Bond/CDI Cost	$0	$0	$0	$0	$0
	TOTAL WORK CATEGORY PACKAGE VALUE	**$3,440,494**	**$0**	**$0**	**$0**	**$0**

Estimate Detail

Chandler WRF Improvement Project GMP 2

6/21/2021

Description	Quantity		Unit Price	Labor Total	Equip Total	Mat Total	Sub Total	Total
02B – Earthwork & Yard Pipe								
A - Blower Piping				**66,133**	**42,094**	**136**	**2,143**	**$110,507**
Demo Asphalt - Blower Bldg								
Sawcut Asphalt	128.0	LF	0.65				83	$83
Demo Asphalt	37.0	SY	16.20	356	243			$599
Haul & Dump Asphalt	1.0	LD	105.00				105	$105
Demo Concrete Curb - Blower Bldg								
Sawcut Concrete	3.0	EA	15.00				45	$45
Demo Concrete Curb	53.0	LF	11.63	356	261			$617
Haul & Dump Concrete	1.0	LD	155.00				155	$155
30"-Air Conc Pipe Suppt Ftgs - EW for Existing								
Structure Excavation	13.0	EA	1,244.89	9,943	6,240			$16,184
Structure Backfill	13.0	EA	1,411.30	11,152	7,195			$18,347
Subgrade Prep & Finegrade for Footings	13.0	EA	472.70	3,669	2,476			$6,145
Haul & Dump Spoils - YP	2.0	LD	195.00				390	$390
42"-Air Conc Pipe Suppt Ftgs - EW								
Structure Excavation	13.0	EA	622.58	4,972	3,121			$8,094
Structure Backfill	13.0	EA	705.81	5,577	3,599			$9,175
Subgrade Prep & Finegrade for Footings	13.0	EA	472.70	3,669	2,476			$6,145
Haul & Dump Spoils - YP	2.0	LD	195.00				390	$390
42"-Air Conc Pipe Suppt w/ HSS Columns Ftgs - EW								
Structure Excavation	12.0	EA	1,244.89	9,178	5,760			$14,939
Structure Backfill	12.0	EA	1,411.29	10,294	6,641			$16,936
Subgrade Prep & Finegrade for Footings	12.0	EA	472.57	3,386	2,285			$5,671
Haul & Dump Spoils - YP	5.0	LD	195.00				975	$975
Asphalt Paving Repairs - 4" AC / 6" ABC Blower								
Subgrade Prep	37.0	SY	13.77	337	173			$509
Place ABC	11.0	TN	46.31	337	173			$509
Finegrade ABC	37.0	SY	13.77	337	173			$509
Purchase ABC Subbase	11.0	TN	12.40			136		$136
Curb & Gutter Repairs- Blower Bldg								
Subgrade Prep & Finegrade for Curb	53.0	LF	17.83	564	381			$945
Backfill Against Curb	53.0	LF	17.14	564	344			$908
Site Finegrade - Blower Bldg								
SG Prep & Finegrade for DG	766.0	SY	2.60	1,442	554			$1,995
A - Filters				**43,572**	**33,238**	**22,542**	**18,706**	**$118,058**
Demo Asphalt - Filters								
Sawcut Asphalt	163.0	LF	0.65				106	$106
Demo Asphalt	55.0	SY	10.90	356	243			$599
Haul & Dump Asphalt	1.0	LD	105.00				105	$105
Demo Concrete Curb - Filters								
Sawcut Concrete	4.0	EA	15.00				60	$60
Demo Concrete Curb	77.0	LF	8.01	356	261			$617
Haul & Dump Concrete	1.0	LD	155.00				155	$155
Demo Bollards - Filters								
Demo Bollards	4.0	EA	227.65	564	346			$911
Haul & Dump Concrete	1.0	LD	155.00				155	$155
Demo Lightpoles - Filters								
Demo Lightpoles	1.0	EA	910.60	564	346			$911
Haul & Dump Lightpoles	1.0	LD	750.00				750	$750
Asphalt Paving Repairs - 4" AC / 6" ABC Filters								
Subgrade Prep	55.0	SY	9.26	337	173			$509
Place ABC	16.0	TN	31.84	337	173			$509
Finegrade ABC	55.0	SY	9.26	337	173			$509
Purchase ABC Subbase	16.0	TN	12.40			198		$198
Curb & Gutter Repairs- Filters								
Subgrade Prep & Finegrade for Curb	77.0	LF	12.27	564	381			$945
Backfill Against Curb	77.0	LF	11.79	564	344			$908
Earthwork - Filter Ext Slab								
Structure Scarify & Recompact - Sm	29.0	SY	30.60	538	349			$887
Structure Finegrade - Sm	29.0	SY	16.07	283	183			$466
Haul & Dump Spoils	1.0	LD	195.00				195	$195
Bldg Pad Excavation	13.0	CY	50.73	383	276			$660
Place ABC 4" - Filters Ext Slab								
Place ABC	7.0	TN	83.38	337	247			$584
Finegrade ABC	29.0	SY	20.13	337	247			$584
Purchase ABC Subbase	7.0	TN	12.40			87		$87
Site Finegrade - Filters								
SG Prep & Finegrade for DG	184.0	SY	4.24	564	217			$781
Remove 24" DIP Backwash - Filters								
Dig / Remove / Backfill	55.0	LF	282.48	8,832	6,705			$15,537
Install Fittings	2.0	EA	647.36	736	559			$1,295
Haul & Dump Pipe Demo	1.0	LD	750.00				750	$750
Purchase Pipe Material	1.0	LS	4,116.02			4,116		$4,116
Dewatering Demo Support	1.0	LS	750.00			750		$750
PW-02" CU - Filters								
Dig / Lay / Backfill	72.0	LF	41.58	1,766	1,228			$2,994

Estimate Detail

Chandler WRF Improvement Project GMP 2

6/21/2021

Description	Quantity		Unit Price	Labor Total	Equip Total	Mat Total	Sub Total	Total
Install Fittings	13.0	EA	124.88	957	666			$1,623
Tie-in	1.0	EA	1,154.46	643	512			$1,154
Test Pipe	72.0	LF	4.76	224	84	35		$342
Haul & Dump Spoils - YP	1.0	LD	195.00				195	$195
Purchase Pipe Material	72.0	LF	21.84			1,572		$1,572
Purchase Sand Bedding	27.0	TN	13.65			369		$369
Certify Backflow Preventer	1.0	EA	250.00				250	$250
BW-12" DIP - Filters								
Dig / Lay / Backfill	72.0	LF	385.89	14,719	13,065			$27,784
Tie-in	2.0	EA	4,995.82	5,144	4,848			$9,992
Test Pipe	72.0	LF	4.36	206	77	31		$314
Purchase ABC Bedding	60.0	TN	12.40			744		$744
Haul & Dump Spoils - YP	3.0	LD	195.00				585	$585
Purchase Pipe Material	72.0	LF	203.33			14,640		$14,640
Core Existing Manhole & Filter Wall	2.0	EA	1,850.00				3,700	$3,700
Cap 12" DIP @ Filters	1.0	EA	609.58	322	287			$610
Potholing - Filters								
Potholing	26.0	EA	636.57	3,601	1,250		11,700	$16,551
A - General (Temp Power, Potholing)				**27,146**	**14,630**	**896**	**28,340**	**$71,012**
Temp Asphlat Millings Roadway - Airport								
Clean up Milling Area	1,528.0	TN	6.89	5,186	5,345			$10,531
Clean Streets / Sweeping								
Clean Streets / Sweeping - Airport	35.0	WK	570.00				19,950	$19,950
Dust Control Equipment								
Storm Water Prevention Plan - Airport	2,112.0	LF	5.10	1,757	621		8,390	$10,768
General Site Dust Control Equipment - Airport	240.0	DY	124.01	20,203	8,664	896		$29,763
A - Maintenance Building				**68,343**	**43,961**	**30,557**	**24,900**	**$167,760**
Demo Asphalt - Maint Bldg								
Sawcut Asphalt	453.0	LF	0.65				294	$294
Demo Asphalt	545.0	SY	4.51	1,422	1,038			$2,460
Haul & Dump Asphalt	8.0	LD	105.00				840	$840
Sawcut Asphalt Valley Gutter	245.0	LF	0.80				196	$196
Demo Asphalt - Valley Gutters	74.0	SY	16.62	711	519			$1,230
Haul & Dump Asphalt - Valley Gutter	1.0	LD	105.00				105	$105
Demo Concrete Curb - Maint Bldg								
Sawcut Concrete	4.0	EA	15.00				60	$60
Demo Concrete Curb	537.0	LF	8.02	2,489	1,817			$4,307
Haul & Dump Concrete	7.0	LD	155.00				1,085	$1,085
Road Ex & Haul Off - Maint Bldg								
Road Excavation	386.0	CY	8.52	1,913	1,377			$3,290
Haul & Dump Spoils - Site Ex	386.0	CY	16.67				6,435	$6,435
Asphalt Rdwy - 4"AC / 6" ABC Maint Bldg								
Subgrade Prep	1,542.0	SY	4.20	3,454	3,017			$6,471
Place ABC	523.0	TN	6.29	1,756	1,533			$3,290
Finegrade ABC	1,542.0	SY	4.20	3,454	3,017			$6,471
Purchase ABC Subbase	523.0	TN	12.40			6,485		$6,485
Earthwork - Maint Bldg								
Structure Scarify & Recompact - Sm	905.0	SY	5.90	3,242	2,100			$5,341
Structure Finegrade - Sm	905.0	SY	1.56	863	545			$1,408
Haul & Dump Spoils	38.0	LD	195.00				7,410	$7,410
Bldg Pad Excavation	456.0	CY	11.54	3,059	2,202			$5,261
Place ABC 4" - Maint Bldg								
Place ABC	202.0	TN	23.27	2,714	1,986			$4,701
Finegrade ABC	905.0	SY	3.88	2,027	1,484			$3,511
Purchase ABC Subbase	202.0	TN	12.40			2,505		$2,505
Valley Gutter C-233 - Maint Bldg								
SG Prep & Finegrade for Valley Gutter	128.0	SY	28.59	2,489	1,170			$3,660
Backfill Against Valley Gutter	128.0	SY	21.36	1,976	759			$2,734
Haul & Dump Spoils - Site Ex	19.0	CY	20.53				390	$390
Curb & Gutter - Maint Bldg								
Subgrade Prep	1,038.0	LF	5.82	3,488	2,552			$6,040
Backfill Against Curb	1,038.0	LF	2.60	1,953	750			$2,703
Misc Conc Pads - HVAC/BF Prev - Maint Bldg								
SG Prep & Finegrade	9.0	SY	116.14	711	334			$1,045
Backfill Against MISC Pads	9.0	SY	86.77	564	217			$781
Conc Sidewalk - Maint Bldg								
Subgrade Prep & Finegrade for Sidewalk	52.0	SY	20.10	711	334			$1,045
Backfill Against Sidewalk	52.0	SY	15.02	564	217			$781
Site Finegrade - Maint Bldg								
SG Prep & Finegrade for DG/Rip Rap	2,455.0	SY	2.60	4,618	1,772			$6,390
Rip Rap Replacement - Maint Bldg								
Install Rip Rap & Geofabric	229.0	TN	18.55	3,230	1,017			$4,247
Purchase Geofabric	338.0	SY	3.06			1,035		$1,035
Purchase Rip Rap	229.0	TN	42.35			9,698		$9,698
Excavate for Rip Rap	140.0	CY	21.20	2,257	710			$2,968
Haul & Dump Spoils - Site Ex	140.0	CY	13.93				1,950	$1,950
PW-01.5" CU - Maint Bldg								

Estimate Detail

Chandler WRF Improvement Project GMP 2

6/21/2021

Description	Quantity		Unit Price	Labor Total	Equip Total	Mat Total	Sub Total	Total
Dig / Lay / Backfill	52.0	LF	41.58	1,276	887			$2,162
Install Fittings	19.0	EA	124.84	1,399	973			$2,372
Certify Backflow Preventer	1.0	EA	250.00				250	$250
Test Pipe	52.0	LF	4.74	162	60	25		$247
Haul & Dump Spoils - YP	1.0	LD	195.00				195	$195
Purchase Pipe Material	52.0	LF	33.72			1,754		$1,754
Purchase Sand Bedding	19.0	TN	13.65			259		$259
PW-06" DIP - Maint Bldg								
Dig / Lay / Backfill	62.0	LF	43.16	1,521	1,155			$2,676
Install Fittings	8.0	EA	307.71	1,399	1,063			$2,462
Tie-in	1.0	EA	2,589.45	1,472	1,118			$2,589
Test Pipe	62.0	LF	4.76	193	72	30		$295
Purchase ABC Bedding	38.0	TN	12.40			471		$471
Haul & Dump Spoils - YP	2.0	LD	195.00				390	$390
Purchase Pipe Material	62.0	LF	84.21			5,221		$5,221
Hot Tap	1.0	EA	275.00				275	$275
SS-04" PVC - Maint Bldg								
Dig / Lay / Backfill	172.0	LF	64.74	6,329	4,805			$11,135
Install Fittings	14.0	EA	129.47	1,030	782			$1,813
Test Pipe	172.0	LF	4.75	535	200	83		$817
Purchase Sand Bedding	119.0	TN	13.65			1,624		$1,624
Haul & Dump Spoils - YP	5.0	LD	195.00				975	$975
Purchase Pipe Material	172.0	LF	4.81			826		$826
Drop Manhole Tie-in 4" Line - Maint Bldg								
Install Fittings	1.0	EA	5,178.86	2,944	2,235			$5,179
Core @ Manhole	2.0	EA	1,350.00				2,700	$2,700
Purchase Conc Drop MH	1.0	LS	540.00			540		$540
Potholing - Maint Bldg								
Potholing	3.0	EA	636.58	415	144		1,350	$1,910
O - Aeration / Anoxic & MCC Replacement				**52,408**	**56,469**	**21,962**	**19,085**	**$149,923**
Demo Asphalt								
Sawcut Asphalt	107.0	LF	0.65				70	$70
Demo Asphalt	11.0	SY	57.53	309	323			$633
Haul & Dump Asphalt	1.0	LD	115.00				115	$115
Demo Sidewalk								
Sawcut Concrete	10.0	LF	9.50				95	$95
Remove Concrete Sidewalk	54.0	SF	8.76	236	237			$473
Haul & Dump Concrete	1.0	LD	165.00				165	$165
Earthwork - A-Basin Column Footings								
Structure Excavation	225.0	CY	175.77	17,233	22,316			$39,548
Structure Backfill	166.0	CY	165.90	11,489	16,051			$27,540
Haul & Dump Spoils - Str Ex	59.0	CY	15.68				925	$925
10' x 10' Shore Boxes	6.0	EA	1,750.00				10,500	$10,500
Place CLSM	54.0	CY	20.67	1,116				$1,116
Purchase CLSM	54.0	CY	87.00			4,698		$4,698
Earthwork - Aeration Basin 7'-4" Addition - South								
Structure Scarify & Recompact	56.0	SY	19.21	625	451			$1,076
Structure Finegrade	56.0	SY	19.21	625	451			$1,076
Earthwork - Aeration Basin 2' Addition - West								
Structure Scarify & Recompact	40.0	SY	26.89	625	451			$1,076
Structure Finegrade	40.0	SY	26.89	625	451			$1,076
Site Finegrade								
SG Prep & Finegrade for DG	284.0	SY	3.21	571	342			$913
Earthwork - Anoxic Basin 3' Addition								
Structure Excavation	37.0	CY	29.08	625	451			$1,076
Structure Scarify & Recompact	10.0	SY	107.58	625	451			$1,076
Structure Finegrade	10.0	SY	107.58	625	451			$1,076
Structure Backfill	37.0	CY	29.08	625	451			$1,076
Haul & Dump Spoils - Str Ex	2.0	LD	185.00				370	$370
Asphalt Paving Road - 4" AC /6" ABC								
Subgrade Prep	11.0	SY	62.87	340	351			$692
Place ABC	6.0	TN	115.27	340	351			$692
Finegrade ABC	11.0	SY	62.87	340	351			$692
Purchase ABC Subbase	6.0	TN	12.70			76		$76
Sidewalk								
Subgrade Prep & Finegrade for Sidewalk	6.0	SY	196.24	718	459			$1,177
Backfill Against Sidewalk	6.0	SY	76.36	286	172			$458
Remove - 24" RAS - EX/Bedding/BF Only								
Ex/Bedding/ Backfill	21.0	LF	133.64	1,486	1,321			$2,807
Purchase ABC Bedding	22.0	TN	12.70			279		$279
Haul & Dump Spoils - YP	2.0	LD	185.00				370	$370
Remove & Cap - NPW-08" DIP - SE Corner A-Basin								
Dig / Remove / Backfill	117.0	LF	35.07	2,173	1,931			$4,104
Install Fittings	4.0	EA	344.90	743	637			$1,380
Haul & Dump Pipe Demo	1.0	LD	750.00				750	$750
Purchase Pipe Material	1.0	LS	888.02			888		$888
Remove & Cap - Air-08" DIP - SE Corner A-Basin								

Estimate Detail

Chandler WRF Improvement Project GMP 2

6/21/2021

Description	Quantity		Unit Price	Labor Total	Equip Total	Mat Total	Sub Total	Total
Dig / Remove / Backfill	115.0	LF	35.09	2,136	1,899			$4,035
Haul & Dump Pipe Demo	1.0	LD	750.00				750	$750
Purchase Pipe Material	1.0	LS	8,126.00			8,126		$8,126
NPW-06" DIP - South of A-Basin								
Dig / Lay / Backfill	135.0	LF	46.79	3,344	2,973			$6,317
Install Fittings	15.0	EA	175.46	1,393	1,238			$2,632
Tie-in	2.0	EA	1,403.25	1,486	1,321			$2,807
Test Pipe	135.0	LF	4.76	420	157	65		$642
Purchase ABC Bedding	103.0	TN	12.70			1,308		$1,308
Haul & Dump Spoils - YP	5.0	LD	185.00				925	$925
Purchase Pipe Material	135.0	LF	48.31			6,522		$6,522
Potholing								
Potholing	9.0	EA	636.57	1,246	433		4,050	$5,729
O - Clarifiers				**13,900**	**17,107**	**6,194**	**3,685**	**$40,887**
Excavate for 6" Scum Pipe								
Dig / Backfill for 06" Scum Piping	2.0	EA	1,892.57	1,875	1,910			$3,785
Purchase ABC Bedding	10.0	TN	12.70			127		$127
Remove & Replace TD-08" Plug Valve								
Remove & Replace Plug Valve	1.0	EA	27,035.70	11,887	15,149			$27,036
Purchase ABC Bedding	15.0	TN	12.70			191		$191
Haul & Dump Spoils - YP	1.0	LD	185.00				185	$185
Purchase Pipe Material	18.0	LF	326.48			5,877		$5,877
Vac Truck Support	8.0	HR	225.00				1,800	$1,800
Shore Box	1.0	EA	1,250.00				1,250	$1,250
Potholing								
Potholing	1.0	EA	636.57	138	48		450	$637
O - Filters				**58,465**	**52,835**	**75,516**	**92,364**	**$279,179**
Demo Asphalt								
Sawcut Asphalt	70.0	LF	0.65				46	$46
Demo Asphalt	10.0	SY	63.28	309	323			$633
Sawcut Asphalt - Valley Gutter	50.0	LF	0.80				40	$40
Demo Asphalt - Valley Gutter	10.0	SY	63.28	309	323			$633
Haul & Dump Asphalt	1.0	LD	115.00				115	$115
Demo Concrete Curb								
Sawcut Concrete	2.0	EA	15.00				30	$30
Demo Concrete Curb	30.0	LF	21.09	309	323			$633
Haul & Dump Concrete	1.0	LD	165.00				165	$165
Earthwork - New Disc Filters								
Structure Excavation	447.0	CY	17.80	3,459	4,497			$7,956
Structure Scarify & Recompact	283.0	SY	7.60	1,250	902			$2,152
Structure Finegrade and Dental Ex	283.0	SY	19.72	3,087	2,493			$5,581
Structure Backfill	706.0	CY	17.83	5,452	7,137			$12,589
Place CLSM w/ Telebelt	481.0	CY	37.08	3,720			14,113	$17,833
Purchase CLSM	481.0	CY	91.12			43,831		$43,831
Shoring Installation	308.0	SF	150.47				46,345	$46,345
Shoring Support (Ex/BF)	200.0	CY	53.49	4,634	6,065			$10,699
Shoring - Potholing Support	1.0	LS	15,400.00			1,000	14,400	$15,400
Site Finegrade								
SG Prep & Finegrade for DG	280.0	SY	3.26	571	342			$913
Road Excavation & Haul-off								
Road Excavation	25.0	CY	27.10	340	337			$678
Haul & Dump Spoils - Site Ex	20.0	CY	18.50				370	$370
Asphalt Paving Road - 4" AC / 6" ABC								
Subgrade Prep	81.0	SY	17.02	679	700			$1,378
Place ABC	25.0	TN	55.14	679	700			$1,378
Finegrade ABC	81.0	SY	17.02	679	700			$1,378
Purchase ABC Subbase	25.0	TN	12.70			318		$318
Curb & Gutter								
Subgrade Prep & Finegrade for Curb	142.0	LF	9.71	679	700			$1,378
Backfill Against Curb	142.0	LF	3.23	286	172			$458
Valley Gutter								
Subgrade Prep & Finegrade for Valley Gutter	9.0	SY	56.99	286	226			$513
Backfill Against Curb	9.0	SY	56.99	286	226			$513
Sawcut Asphalt - 04"	51.0	LF	0.80				41	$41
Backwash/Solids Waste-03" PVC								
Dig / Lay / Backfill	73.0	LF	57.67	2,229	1,981			$4,210
Install Fittings	24.0	EA	116.94	1,486	1,321			$2,807
Test Pipe	73.0	LF	4.75	227	85	35		$347
Purchase Sand Bedding	50.0	TN	13.95			698		$698
Haul & Dump Spoils - YP	3.0	LD	185.00				555	$555
Purchase Pipe Material	73.0	LF	31.09			2,269		$2,269
Filter Waste-04" PVC								
Dig / Lay / Backfill	35.0	LF	80.19	1,486	1,321			$2,807
Install Fittings	12.0	EA	140.32	892	792			$1,684
Test Pipe	35.0	LF	4.77	109	41	17		$167
Purchase Sand Bedding	24.0	TN	13.95			335		$335
Haul & Dump Spoils - YP	1.0	LD	185.00				185	$185

Estimate Detail

Chandler WRF Improvement Project GMP 2

6/21/2021

Description	Quantity		Unit Price	Labor Total	Equip Total	Mat Total	Sub Total	Total
Purchase Pipe Material	35.0	LF	51.44			1,801		$1,801
Filter Backwash Drain-10" PVC								
Dig / Lay / Backfill	89.0	LF	70.15	3,306	2,938			$6,244
Install Fittings	14.0	EA	140.33	1,040	924			$1,965
Tie-in	1.0	EA	2,806.50	1,486	1,321			$2,807
Test Pipe	89.0	LF	4.80	280	105	43		$427
Purchase Sand Bedding	76.0	TN	13.95			1,060		$1,060
Haul & Dump Spoils - YP	4.0	LD	185.00				740	$740
Purchase Pipe Material	89.0	LF	221.06			19,675		$19,675
Manhole, 60" Coated - Filter Backwash Drain								
Manhole - Excavate & Backfill	1.0	EA	15,427.60	7,631	7,797			$15,428
Manhole - Set	1.0	EA	3,856.92	1,908	1,949			$3,857
Manhole - Shore Box	1.0	EA	1,250.00				1,250	$1,250
Manhole 60" Coated - Purchase	1.0	EA	11,165.00				11,165	$11,165
Potholing								
Potholing	5.0	EA	636.57	692	240		2,250	$3,183
NPW-02" CU - Disc Filters Reroute								
Dig / Lay / Backfill	240.0	LF	41.58	5,888	4,092			$9,980
Install Fittings	19.0	EA	124.84	1,399	973			$2,372
Tie-in	1.0	EA	1,154.46	643	512			$1,154
Test Pipe	240.0	LF	4.75	747	279	115		$1,141
Haul & Dump Spoils - YP	3.0	LD	185.00				555	$555
Purchase Pipe Material	240.0	LF	14.92			3,582		$3,582
Purchase Sand Bedding	53.0	TN	13.95			739		$739
O - General (Temp Power, Potholing, Silo Gate)				**55,967**	**94,854**	**25,547**	**50,197**	**$226,565**
Parking/Laydown - Ocotillo								
AB Maintenance and Touchup	4,616.0	SY	6.86	12,802	12,529	6,350		$31,681
DG Restoration	5,925.0	SY	5.52	9,859	9,650	13,200		$32,709
Temporary Fencing around Excavations - Ocotillo								
Temporary Fencing around Excavations - Install & Remove	3,062.0	LF	6.00	10,191	3,601	3,826	750	$18,367
Clean Streets / Sweeping								
Clean Streets / Sweeping - Ocotillo	87.0	WK	425.00				36,975	$36,975
Trackout Pad - Install, Maintain, Remove								
Trackout Pad - Install, Maintain, Remove - Ocotillo	1.0	EA	10,977.75	4,796	3,452	1,740	990	$10,978
Dust Control Equipment								
Storm Water Prevention Plan - Ocotillo	1,985.0	LF	6.91	1,652	584		11,482	$13,718
General Site Dust Control Equipment - Ocotillo	198.0	DY	414.84	16,668	65,039	431		$82,138
O - Reservoir				**241,587**	**314,391**	**339,213**	**223,179**	**$1,118,370**
Demo Reservoir Headwall								
Demo Concrete Headwall	1.0	EA	2,524.32	1,236	1,288			$2,524
Haul & Dump Concrete	1.0	LD	165.00				165	$165
Demo Concrete Slab - RW Piping								
Sawcut Concrete	122.0	LF	9.50				1,159	$1,159
Remove Concrete Pavement	27.0	SY	69.37	471	1,402			$1,873
Haul & Dump Concrete	2.0	LD	165.00				330	$330
Demo Existing Ductbank								
Demo Ductbank	40.0	CY	67.37	1,298	1,397			$2,695
Haul & Dump Ductbank	7.0	LD	750.00				5,250	$5,250
Remove - 48" RCP Effluent Overflow								
Dig / Remove / Backfill	60.0	LF	72.11	2,229	2,098			$4,326
Haul & Dump Pipe Demo	1.0	LD	750.00				750	$750
Earthwork - Effluent Storage Reservoir								
Structure Excavation	17,756.0	CY	8.38	51,186	97,660			$148,846
Structure Scarify & Recompact	2,124.0	SY	4.90	5,464	4,953			$10,418
Structure Dental Ex & Finegrade	2,124.0	SY	10.79	11,023	11,888			$22,911
Structure Backfill	10,049.0	CY	13.37	58,203	76,184			$134,387
Backfill top of Structure	3,186.0	CY	26.09	40,288	42,837			$83,125
Haul & Dump Spoils - Str Ex	4,521.0	CY	15.43				69,745	$69,745
Shoring Removal	275.0	SF	13.71	1,885	1,886			$3,771
Haul & Dump Shoring Demo	5.0	LD	165.00				825	$825
CLSM Backfill	114.0	CY	4.65	530				$530
Purchase CLSM	114.0	CY	87.00			9,918		$9,918
Reservoir Grading								
Reservoir Finegrading	6,334.0	SY	2.70	8,599	8,507			$17,106
Earthwork - Build/Remove Ramp for Reservoir Access								
Structure Backfill	385.0	CY	13.60	2,196	3,040			$5,236
Structure Excavation	385.0	CY	9.94	1,664	2,164			$3,828
Hand Placed RipRap (D50-6") 12" Thick								
Excavate for Rip Rap	620.0	LF	10.93	4,428	2,347			$6,775
Install Geofabric	293.0	SY	4.35	943	331			$1,274
Install Rip Rap	182.0	TN	52.46	5,744	3,803			$9,548
Purchase Geofabric	293.0	SY	2.97			870		$870
Purchase Rip Rap	182.0	TN	42.35			7,708		$7,708
Haul & Dump Spoils - Rip Rap	9.0	LD	185.00				1,665	$1,665
Hand Placed RipRap (D50-8") 16" Thick								
Excavate for Rip Rap	50.0	SY	17.48	571	303			$874
Install Geofabric	50.0	SY	12.74	471	166			$637

Estimate Detail

Chandler WRF Improvement Project GMP 2

6/21/2021

Description	Quantity		Unit Price	Labor Total	Equip Total	Mat Total	Sub Total	Total
Install Rip Rap	31.0	TN	77.00	1,436	951			$2,387
Purchase Geofabric	50.0	SY	1.74			87		$87
Purchase Rip Rap	31.0	TN	41.75			1,294		$1,294
Haul & Dump Spoils - Rip Rap	2.0	LD	185.00				370	$370
4" Asphalt Millings Roadway								
Place Millings	503.0	TN	6.89	1,708	1,760			$3,467
Finegrade Millings	2,077.0	SY	3.94	4,028	4,151			$8,178
Purchase Millings	503.0	TN	9.90			4,980		$4,980
Earthwork - Effluent Storage Reservoir								
Shoring Installation	1,125.0	SF	116.33				130,875	$130,875
Cut & Cap - 24" DIP Reservoir Lines								
Cut & Cap -24" DIP Reservoir Line	2.0	EA	5,254.35	4,458	6,051			$10,509
Haul & Dump Pipe Demo	1.0	LD	750.00				750	$750
Purchase Pipe Material	1.0	LS	2,528.68			2,529		$2,529
Abandon and Bury West Reservoir Inlet/Outlet Chamb								
Plug Existing 24" DIP w/ Block	1.0	EA	1,569.96	1,129	441			$1,570
Place CLSM	21.0	CY	8.86	186				$186
Purchase CLSM	21.0	CY	87.00			1,827		$1,827
Purchase Block/Grout	1.0	LS	200.00			200		$200
Vac Truck Support	8.0	HR	225.00				1,800	$1,800
RW-48" DIP								
Dig / Lay / Backfill	115.0	LF	177.54	8,545	11,872			$20,417
Install Fittings	8.0	EA	887.54	2,972	4,129			$7,100
Tie-in	1.0	EA	7,100.30	2,972	4,129			$7,100
Test Pipe	165.0	LF	4.76	514	192	79		$785
Purchase ABC Bedding	181.0	TN	12.70			2,299		$2,299
Haul & Dump Spoils - YP	15.0	LD	185.00				2,775	$2,775
Purchase Pipe Material	165.0	LF	1,139.55			188,025		$188,025
Place CLSM	66.0	CY	5.64	372				$372
Purchase CLSM	66.0	CY	87.00			5,742		$5,742
Dig / Lay / Backfill - 50' under Slab	50.0	LF	253.56	5,306	7,372			$12,678
Overflow-42" DIP								
Dig / Lay / Backfill	147.0	LF	87.59	5,461	7,414			$12,875
Install Fittings	6.0	EA	875.73	2,229	3,026			$5,254
Test Pipe	147.0	LF	4.76	458	171	71		$699
Purchase ABC Bedding	164.0	TN	12.70			2,083		$2,083
Haul & Dump Spoils - YP	12.0	LD	185.00				2,220	$2,220
Purchase Pipe Material	147.0	LF	758.52			111,503		$111,503
Potholing								
Potholing	10.0	EA	636.58	1,385	481		4,500	$6,366
O - Roads / Sitework				**47,207**	**38,585**	**21,820**	**19,312**	**$126,923**
Demo Asphalt								
Sawcut Asphalt	116.0	LF	0.65				75	$75
Demo Asphalt	936.0	SY	6.74	3,090	3,220			$6,311
Sawcut Asphalt - Valley Gutter	219.0	LF	0.80				175	$175
Demo Asphalt - Valley Gutter	95.0	SY	13.29	618	644			$1,262
Haul & Dump Asphalt	11.0	LD	115.00				1,265	$1,265
Demo Concrete Curb								
Sawcut Concrete	4.0	EA	15.00				60	$60
Demo Concrete Curb	506.0	LF	8.73	2,164	2,256			$4,419
Haul & Dump Concrete	7.0	LD	165.00				1,155	$1,155
Demo Valley Gutter								
Demo Valley Gutter	98.0	LF	12.88	618	644			$1,262
Haul & Dump Concrete	3.0	LD	165.00				495	$495
Site Grading								
Misc Site Grading	2,947.0	SY	3.86	5,716	5,656			$11,373
Sitework Excavation								
Sitework Excavation	831.0	CY	10.20	4,277	4,203			$8,480
Haul & Dump Spoils - Site Ex	831.0	CY	15.58				12,950	$12,950
Asphalt Paving Road - 4" AC / 6" ABC								
Subgrade Prep	935.0	SY	3.94	1,813	1,869			$3,682
Place ABC	318.0	TN	6.90	1,080	1,113			$2,193
Finegrade ABC	935.0	SY	3.94	1,813	1,869			$3,682
Purchase ABC Subbase	318.0	TN	12.70			4,039		$4,039
Curb & Gutter								
Subgrade Prep & Finegrade for Curb	506.0	LF	5.45	1,358	1,399			$2,757
Backfill Against Curb	506.0	LF	3.61	1,143	684			$1,826
Valley Gutter								
Subgrade Prep & Finegrade for Valley Gutter	156.0	SY	10.22	891	703			$1,594
Backfill Against Curb	156.0	SY	10.22	891	703			$1,594
Sawcut Asphalt - 04"	220.0	LF	0.80				176	$176
Hand Placed RipRap (D50-6") 12" Thick								
Excavate for Rip Rap	950.0	LF	11.04	6,855	3,634			$10,489
Install Geofabric	486.0	SY	5.24	1,885	663			$2,548
Install Rip Rap	302.0	TN	46.50	8,338	5,705			$14,043
Purchase Geofabric	486.0	SY	3.58			1,740		$1,740
Purchase Rip Rap	302.0	TN	42.35			12,790		$12,790

Estimate Detail

Chandler WRF Improvement Project GMP 2

6/21/2021

Description	Quantity		Unit Price	Labor Total	Equip Total	Mat Total	Sub Total	Total
Haul & Dump Spoils - Rip Rap	14.0	LD	185.00				2,590	$2,590
Hand Placed RipRap (D50-8") 16" Thick								
Excavate for Rip Rap	40.0	SY	21.85	571	303			$874
Install Geofabric	40.0	SY	15.92	471	166			$637
Install Rip Rap	25.0	TN	69.93	1,143	606			$1,748
Purchase Geofabric	40.0	SY	1.74			70		$70
Purchase Rip Rap	25.0	TN	41.75			1,044		$1,044
Haul & Dump Spoils - Rip Rap	2.0	LD	185.00				370	$370
4" Asphalt Millings Roadway								
Place Millings	216.0	TN	6.89	733	756			$1,489
Finegrade Millings	896.0	SY	3.94	1,738	1,791			$3,529
Purchase Millings	216.0	TN	9.90			2,138		$2,138
Z - General Requirements (both plants)				**463,794**	**103,951**	**114,056**	**65,430**	**$1,031,309**
Project/Field Supervision								
Project Manager (Daniel Soto)	32.0	WK	5,168.00	165,376				$165,376
General Superintendent (Lloyd Hiser)	6.0	WK	5,501.20	33,007				$33,007
Superintendent (Tom Walker)	36.0	WK	5,070.40	182,534				$182,534
Project Engineer (Patrick Hoffman)	18.0	WK	3,673.20	66,118				$66,118
General Carpentry								
Professional Survey (Crew)	304.0	HR	95.00				28,880	$28,880
BIM / VDC Services	316.0	HR	90.00			28,440		$28,440
Site Cleanup - Civil	0.4	WK	13,170.17	2,662	2,606			$5,268
Job Support Items								
Storage Trailer	24.0	MO	500.00		12,000			$12,000
Motorola Radios	11.0	MO	321.24			3,534		$3,534
Drinking Water/Cups	11.0	MO	530.00			5,830		$5,830
First Aid	11.0	MO	175.00			1,925		$1,925
Personal Protective Gear	12,545.8	MH	1.25			15,682		$15,682
Fire Extinguishers	12.0	EA	150.00			1,800		$1,800
Private Utility Locator	80.0	HR	160.00				12,800	$12,800
Traffic Control Barricades	1.0	LS	2,000.00			2,000		$2,000
Dewatering / Storm Water Pumping	1.0	WK	9,138.11	7,441	1,697			$9,138
Control Logistics								
Yard Charges/Services	11.0	MO	500.00			5,500		$5,500
Safety Equipment	1.0	LS	5,000.00			5,000		$5,000
Drug Testing	12,545.8	MH	0.12			1,505		$1,505
Engineering Fees	1.0	LS	10,600.00				10,600	$10,600
Equipment Cost								
Small Tools	12,545.8	MH	1.50			18,819		$18,819
Lifting Supplies	1.0	LS	2,000.00			2,000		$2,000
Pipe Unloading & Staging	1.0	LS	10,107.93	6,656	3,452			$10,108
Support Equipment	44.0	DY	474.90		18,396	2,500		$20,896
Mobilize Heavy Equipment	1.0	LS	78,950.00		65,800		13,150	$78,950
Permits and Bonds								
Misc. Permits	1.0	LS	17,820.00			17,820		$17,820
Contractor Default Insurance	1.0	LS	1,701.38			1,701		$1,701
Contractor Fee @ 9%	3,156,416.5	%	0.09					$284,077
02B – Earthwork & Yard Pipe Total				**1,138,521**	**812,114**	**658,440**	**547,341**	**$3,440,494**

Major Crews

Crew

Yard Pipe - Small/Medium

Pcs/Wste	MH Adj.	Description
1.00	1.00	Cmp Wh-420-50 312,14,15-MO
1.00	1.00	Extra Bckt 312-321-MO
1.00	1.00	CAT 320F Excavator-MO
1.00	1.00	CAT 938M Loader w/fork-MO
6.00	6.00	Trench Shoring
1.00	1.00	Pickup Truck
1.00	1.00	4K Water Truck-MO
1.00	1.00	Laborer
2.00	2.00	Operator 4
1.00	1.00	Pipe Layer
1.00	1.00	Truck Driver
1.00	1.00	Foreman

Yard Pipe - Large

Pcs/Wste	MH Adj.	Description
1.00	1.00	Cmp Wh-420-50 312,14,15-MO
1.00	1.00	Extra Bckt 312-321-MO
1.00	1.00	CAT 349E L Excavator-MO
1.00	1.00	CAT 938M Loader w/fork-MO
3.00	3.00	Trench Shoring
1.00	1.00	Pickup Truck
1.00	1.00	4K Water Truck-MO
1.00	1.00	Laborer
2.00	2.00	Operator 4
1.00	1.00	Pipe Layer
1.00	1.00	Truck Driver
1.00	1.00	Foreman

Structure Ex - Large

Pcs/Wste	MH Adj.	Description
1.00	1.00	CAT 349E L Excavator-MO
3.00	3.00	Super 16 Dump Truck - Operat
1.00	1.00	CAT 938M Loader w/fork-MO
1.00	1.00	Pickup Truck
1.00	1.00	4K Water Truck-MO
1.00	1.00	Grade Checker
2.00	2.00	Laborer
2.00	2.00	Operator 4
1.00	1.00	Truck Driver
1.00	1.00	Foreman

Structure BF - Large

Pcs/Wste	MH Adj.	Description
1.00	1.00	CAT 349E L Excavator-WK
2.00	2.00	Super 16 Dump Truck - Operat
1.00	1.00	CAT 950M Loader w/fork-WK
1.00	1.00	MQ RX1575 Rmt trch rlr-WK
1.00	1.00	Pickup Truck
1.00	1.00	4K Water Truck-MO
1.00	1.00	Grade Checker
2.00	2.00	Laborer
2.00	2.00	Operator 4
1.00	1.00	Truck Driver
1.00	1.00	Foreman

Structure BF - Small

Pcs/Wste	MH Adj.	Description
1.00	1.00	CAT 326F Excavator-MO
2.00	2.00	Super 16 Dump Truck - Operat
1.00	1.00	CAT 938M Loader w/fork-MO
1.00	1.00	CAT CP56B Compator Roller-WK
1.00	1.00	MQ RX1575 Rmt trch rlr-MO
1.00	1.00	CAT 242D Skid Steer-WK
1.00	1.00	Pickup Truck
1.00	1.00	4K Water Truck-MO
1.00	1.00	Grade Checker
2.00	2.00	Laborer
4.00	4.00	Operator 4
1.00	1.00	Truck Driver
1.00	1.00	Foreman

Finegrading - Small

Pcs/Wste	MH Adj.	Description
1.00	1.00	MQ RX1575 Rmt trch rlr-MO
1.00	1.00	CAT 415F2 IL Skip Loader-WK
1.00	1.00	Pickup Truck
1.00	1.00	4K Water Truck-MO
2.00	2.00	Laborer
1.00	1.00	Operator 4
1.00	1.00	Truck Driver
1.00	1.00	Foreman

Finegrading - Large

Pcs/Wste	MH Adj.	Description
1.00	1.00	CAT 315F Excavator-WK
1.00	1.00	Super 16 Dump Truck - Operat
1.00	1.00	CAT 938M Loader w/fork-MO
1.00	1.00	CAT CP56B Compator Roller-WK
1.00	1.00	Pickup Truck
1.00	1.00	4K Water Truck-MO
1.00	1.00	Grade Checker
1.00	1.00	Laborer
3.00	3.00	Operator 4
1.00	1.00	Truck Driver
1.00	1.00	Foreman

Structure Finegrade & Dental Exc

Pcs/Wste	MH Adj.	Description
1.00	1.00	CAT 315F Excavator-WK
1.00	1.00	CAT 938M Loader w/fork-MO
1.00	1.00	MQ RX1575 Rmt trch rlr-MO
1.00	1.00	Pickup Truck
1.00	1.00	4K Water Truck-MO
1.00	1.00	Grade Checker
1.00	1.00	Laborer
2.00	2.00	Operator 4
1.00	1.00	Truck Driver
1.00	1.00	Foreman

Project Name: Chandler WRF Improvements
Project No. WW1901.201

Work Category: **02B.1 - Landscaping**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

		COMPANY INFORMATION	**AAA Landscape**	Gothic Landscape	Sunburst Landscaping	Brightview	
			Reid Iber	Jared McDonal	Noelle Boothby	Rick Whitman	
			(602) 330-5698	(602) 653-0561	(602) 920-5938	(602) 300-9473	
			R.Iber@aaalandscape.com	jared.mcdonald@gothiclandscape.com	noelle@sunburstlandscaping.com	richard.whitman@brightview.com	
		TOTAL WORK CATEGORY PACKAGE VALUE	**$44,287**	**Declined**	**Declined**	**Declined**	
		MCCARTHY SUBCONTRACT & FRONT END TERMS					
1		Compliant with McCarthy Front Ends	N/A				
2		Bid Submitted on McCarthy Bid Form	No				
3		Bid Bond Included with Bid (if over $250k Sub/$500k Supplier)	N/A				
4		Current Bank Reference Letter that shows Subcontractor or Vendor is in good standing. (The date on the letter provided should be within the last 30 days and the letter should include the status of their line of credit.)	N/A				
5		Surety Company	N/A				
6		Surety AM Best Rating (Must be A- or Better)	N/A				
7		AM Best Financial Size X($500M to $750M) or higher	N/A				
8		Anticipated contract amount is less than the Federal UW Limit as listed on the Treasury Listing	N/A				
9		Bond/CDI Cost	0.000%				
10		Included Insurance Requirements (Per Matrix)	N/A				
11		GL Insurance Company Name	N/A				
12		GL Insurance Carrier AM Best Rating (Must be A- or Better)	N/A				
13		PRL Insurance (If required by the Front Ends)	N/A				
14		Pollution Insurance (If required by the Front Ends)	N/A				
15		Tier 1 Approved	Yes				
16		Tier 2 Approved	N/A				
17		Safety Items:					
18		OSHA Recordable Incident Rate (Current)	.80				
19		Agrees to comply with PPE requirements including 100% glove policy	N/A				
20		Acknowledges updated ladder policy (platform ladders)	N/A				
21		Task Hazard Analysis included for all tasks	N/A				
22		Tie-off above 6' required	N/A				
23		Includes Hoisting for Sub's Own Work Scope	N/A				
24		Acknowledges Soils Report	N/A				
25		Acknowledges Addenda	N/A				
26		Hold Bid for 150 Days	Yes				
27		Pricing good for the duration of the project	Yes				
28		Sales Tax Included	No				
29		**COVID-19 Market Questions**					
30		How has your workprogram been impacted by the COVID-19 situation? % of work stopped or delayed by more than 2 weeks?	N/A				
31		Have you had any future work oppurtunities canceled or delayed? What % of your future sales are projected to be impacted by COVID-19?	N/A				
32		Are you suffering productivity loss that is impacting the ability to complete work on time?	N/A				
33		Have you had any difficulty with employees not wanting to come to work because of the risk of infection?	N/A				
34		Have you experienced any unusual voluntary turnover as a result of COVID-19?	N/A				
35		Have you had to furlough or make a reduction in staff or go to a reduced workweek as a result of COVID-19 market conditions?	N/A				
36		Have you experienced and/or do you anticipate any issues with existing suppliers or vendors?	N/A				
37		Do you have any overseas suppliers that may be impeding your supply chain?	N/A				

Project Name: Chandler WRF Improvements
Project No. WW1901.201

Work Category: **02B.1 - Landscaping**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

COMPANY INFORMATION		**AAA Landscape**	Gothic Landscape	Sunburst Landscaping	Brightview	
		Reid Iber	Jared McDonal	Noelle Boothby	Rick Whitman	
		(602) 330-5698	(602) 653-0561	(602) 920-5938	(602) 300-9473	
		R.Iber@aaalandscape.com	jared.mcdonald@gothiclandscape.com	noelle@sunburstlandscaping.com	richard.whitman@brightview.com	
TOTAL WORK CATEGORY PACKAGE VALUE		**$44,287**	**Declined**	**Declined**	**Declined**	
MCCARTHY SUBCONTRACT & FRONT END TERMS						
1	Compliant with McCarthy Front Ends	N/A				
2	Bid Submitted on McCarthy Bid Form	No				
3	Bid Bond Included with Bid (if over $250k Sub/$500k Supplier)	N/A				
4	Current Bank Reference Letter that shows Subcontractor or Vendor is in good standing. (The date on the letter provided should be within the last 30 days and the letter should include the status of their line of credit.)	N/A				
5	Surety Company	N/A				
6	Surety AM Best Rating (Must be A- or Better)	N/A				
7	AM Best Financial Size X($500M to $750M) or higher	N/A				
8	Anticipated contract amount is less than the Federal UW Limit as listed on the Treasury Listing	N/A				
9	Bond/CDI Cost	0.000%				
10	Included Insurance Requirements (Per Matrix)	N/A				
11	GL Insurance Company Name	N/A				
12	GL Insurance Carrier AM Best Rating (Must be A- or Better)	N/A				
13	PRL Insurance (If required by the Front Ends)	N/A				
14	Pollution Insurance (If required by the Front Ends)	N/A				
15	Tier 1 Approved	Yes				
16	Tier 2 Approved	N/A				
17	Safety Items:					
18	OSHA Recordable Incident Rate (Current)	.80				
19	Agrees to comply with PPE requirements including 100% glove policy	N/A				
20	Acknowledges updated ladder policy (platform ladders)	N/A				
21	Task Hazard Analysis included for all tasks	N/A				
22	Tie-off above 6' required	N/A				
23	Includes Hoisting for Sub's Own Work Scope	N/A				
24	Acknowledges Soils Report	N/A				
25	Acknowledges Addenda	N/A				
26	Hold Bid for 150 Days	Yes				
27	Pricing good for the duration of the project	Yes				
28	Sales Tax Included	No				
29	**COVID-19 Market Questions**					
30	How has your workprogram been impacted by the COVID-19 situation? % of work stopped or delayed by more than 2 weeks?	N/A				
31	Have you had any future work oppurtunities canceled or delayed? What % of your future sales are projected to be impacted by COVID-19?	N/A				
32	Are you suffering productivity loss that is impacting the ability to complete work on time?	N/A				
33	Have you had any difficulty with employees not wanting to come to work because of the risk of infection?	N/A				
34	Have you experienced any unusual voluntary turnover as a result of COVID-19?	N/A				
35	Have you had to furlough or make a reduction in staff or go to a reduced workweek as a result of COVID-19 market conditions?	N/A				
36	Have you experienced and/or do you anticipate any issues with existing suppliers or vendors?	N/A				
37	Do you have any overseas suppliers that may be impeding your supply chain?	N/A				

Project Name: Chandler WRF Improvements
Project No. WW1901.201

Work Category: **02B.1 - Landscaping**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	AAA Landscape	Gothic Landscape	Sunburst Landscaping	Brightview	
		Reid Iber	Jared McDonal	Noelle Boothby	Rick Whitman	
		(602) 330-5698	(602) 653-0561	(602) 920-5938	(602) 300-9473	
		R.Iber@aaalandscape.com	jared.mcdonald@gothiclandscape.com	noelle@sunburstlandscaping.com	richard.whitman@brightview.com	
	TOTAL WORK CATEGORY PACKAGE VALUE	**$44,287**	**Declined**	**Declined**	**Declined**	
38						
39	Per Plans & Specifications	Yes				
40	Division 1 as it relates to this scope of work	Yes				
41	02100 - Site Preparation	Yes				
42	02318 - Crushed Stone, Gravel, and Decomposed Granite	Yes				
Scope of Work						
Base Bid:		Unit Cost				
43	Provide all labor, materials, tools, equipment and appurtenances as required to perform the Work Category 02B.1 - Landscaping, in accordance with and reasonably inferable from the Contract Documents, complete and without exception unless otherwise noted below, including, but not limited to the following:					
44	Check to Spec completed and submitted to McCarthy	No				
45	1 year warranty from Final Acceptance (Aug 2023)	Yes				
46	2" DG Replacement - Blower Bldg - 766 SY	$2,750				
47	2" DG Replacement - Filters - 184 SY	$661				
48	2" DG Replacement - Maint Bldg - 2,117 SY	$7,600				
49	2" Surface Layed of 3/4" Minus DG - A-Basins - 284 SY	$960				
50	2" Surface Layed of 3/4" Minus DG - Filters - 280 SY	$946				
51	2" Surface Layed of 3/4" Minus DG - Reservoir - 6,334 SY	$21,409				
52	2" Surface Layed of 3/4" Minus DG - Roads/Sitework - 2,947 SY	$9,961				
53	Samples of Material	Yes				
54	2 inches of decomposed granite rolled and compacted as per the Contract Documents	Yes				
55	Spray 2 applications of pre-emergent herbicide	Yes				
56	COVID-19 Scope Items					
57	Proposal includes CDC, Federal, State and Local OSHA guidelines for COVID-19.	N/A				
58	Your proposal shall include all productivity, schedule, and other impacts to cost and schedule.	N/A				
59	All personnel onsite must maintain 6'0" spacing between personel and shall have facemasks on at all times that align with CDC, Federal, State or Local OSHA guidelines for COVID-19.	N/A				
60	Work activities that require personnel to be closer than 6'0" must have a plan presented and approved by McCarthy before work activity commences. Work activities within 6'0" shall also include the appropriate masks and PPE while performing the work.	N/A				
61	All tools and equipment used must be sanitzed each day.	N/A				
62	Personnel must comply with all hand washing and sanitizing requirements set by McCarthy.	N/A				
63	Subcontractors with onsite trailers must sanitize trailer interior high contact areas and restroom facilities daily. Subcontractors must have a plan approved by McCarthy to maintain 6' social distancing within the trailer as required by the AHJ.	N/A				
64	Personnel are not allowed to carpool to the site or while onsite.	N/A				
65	Any personnel reporting symptoms must be immediately reported to McCarthy and follow the apropriate testing and quarantine protocols.	N/A				
66						

Project Name: Chandler WRF Improvements
Project No. WW1901.201

Work Category: **02B.1 - Landscaping**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	AAA Landscape	Gothic Landscape	Sunburst Landscaping	Brightview	
		Reid Iber	Jared McDonal	Noelle Boothby	Rick Whitman	
		(602) 330-5698	(602) 653-0561	(602) 920-5938	(602) 300-9473	
		R.Iber@aaalandscape.com	jared.mcdonald@gothiclandscape.com	noelle@sunburstlandscaping.com	richard.whitman@brightview.com	
	TOTAL WORK CATEGORY PACKAGE VALUE	**$44,287**	**Declined**	**Declined**	**Declined**	
67	End of Scope					
68	Bond/CDI Cost	$0				
	TOTAL WORK CATEGORY PACKAGE VALUE	**$44,287**				

April 19, 2021

McCarthy

AAA LANDSCAPE
AN UNDERWOOD BROTHERS CO.
Est. 1975

We Beautify the World

Attn: Reed Peterson
Re: Chandler WRF Airport and Ocotillo DG Top Dress & Pre-emergent Proposal

We hereby submit the DG top dress and pre-emergent bid for Chandler WRF Airport and Ocotillo Sites as per the specifications provided. Included in our bid is specification section 02318 dated March 2021 by City of Chandler. This proposal is to be included as an exhibit in any contract.

Our proposal includes the following items:

Ocotillo

Quantity	Unit	Description	Unit Price	Total Price
11434	sqyd	3/4" Minus Desert Gold @ 2" Depth	$ 3.20	$ 36,588.80
12302	sqyd	Pre-Emergent 2 Applications	$ 0.18	$ 2,214.36

Airport

Quantity	Unit	Description	Unit Price	Total Price
3068	sqyd	3/4" Minus Pink Coral @ 2" Depth	$ 3.40	$ 10,431.20
3405	sqyd	Pre-Emergent 2 Applications	$ 0.19	$ 646.95

Bid Breakdown	Total Price
Ocotillo Site	$ 38,803.16
Airport Site	$ 11,078.15

CLARIFICATIONS:

- This Proposal MUST be made an exhibit in any contract awarded to AAA LANDSCAPE.
- This proposal is based upon completing the Project in **7** working days.
- Unit costs and quantities are provided for reference only.
- All grades are to be received within +/- 1/10th of subgrade.
- AAA Landscape is not responsible for damage due to poor soil conditions, rodents, vandalism, and/or "ACTS OF NATURE" to include frost damage.
- Two mobilizations are included in this proposal – any additional mobilizations will be $ 2,000.00 ea.
- Two layers of pre-emergent will be provided for inert ground cover areas.

Extras and additional work will be per the following rates:

Labor:	$40.00 per hour
Project Manager	$85.00 per hour
Foreman:	$75.00 per hour
Irrigation/Leadperson:	$60.00 per hour
Equipment w/operator:	3500/Bobcat: $85.00 per hour
	570 Grade Tractor: $95.00 per hour
	590 Backhoe: $105.00 per hour
	1800 Gal Water Truck: $125.00 per hour
Material, Fuel and rentals:	Cost + 25%

Phoenix Office
3747 E. Southern Ave.
Phoenix, AZ 85040
P 602.437.2690

Tucson Office
4742 N. Romero Rd.
Tucson, AZ 85705
P 520.696.3223

aaalandscape.com

AAA Landscape Warranty:
AAA LANDSCAPE will replace – upon notice by Owner – any material installed which is defective due to poor quality material or workmanship. This Warranty takes effect upon **substantial completion** of areas when accepted and continues for the period listed below. This Warranty does not cover damage caused by others, or damage or loss beyond the control of AAA LANDSCAPE.

Current EMOD Rate: 0.75

EXCLUSIONS:

- Cut/Patch/Boring under asphalt or concrete (unless specified).
- Removal of any debris or concrete left by other trades.
- Protection of existing plants during construction by others.
- Cost of water meter and associated fees.
- Permits/bonds and sales tax are not included.
- Repair of existing landscape and irrigation in surrounding areas.
- Traffic Control
- Backfilling Curbs, Walls or Parking Islands
- Clearing/Grubbing/Weed Eradication.
- Sand bedding of laterals / mainline.
- Mold and Water Intrusion.
- Excavation in hard-pan/caliche/bed rock.
- Berming/Cutting of retention's.
- Rip Rap from Civil Plans.
- Not responsible for existing unknown utilities not mark by blue stake.

If you have any questions, please feel free to call.

Sincerely,

Reid Iber
Director of Estimating

Note: This proposal expires in 150 calendar days.

Acceptance of this proposal- The above prices, specifications, and conditions are satisfactory and are herby accepted. □ou are authorized to do the work as specified.

"Pursuant to Arizona law we are required to inform you of your right to file a written complaint with the Registrar of Contractors for an alleged violation of Arizona Revised Statutes section 32-1154, subsection A. Any complains must be made within the applicable time period as set forth in section 32-1155, subsection A. The ROC can be contacted at (602) 542-1525 or online at http://www.azroc.gov. We request that if any portion of our work is unsatisfactory that you notify us prior to filing a complaint so we can attempt to resolve any concerns."

Date Of Acceptance:□□□□□□□□□□□□□□□□□□□

Authorized Signature:□□□

Project Name: Chandler WRF Improvements
Project No. WW1901.201

Work Category: **02B.2 - Paving**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	L&L Asphalt	Cactus Asphalt	Via Sun	L Keeley Construction Co.	
		John Doerfler	Bryan Glazer	Matt Campbell	Justin Naber	
		(480) 363-9157	(623) 433-6670	(602) 768-0620	(480) 000-0000	
		johndoerfler@yahoo.com	bg@cactusasphalt.com	matt@viasuncorp.com	email	
	TOTAL WORK CATEGORY PACKAGE VALUE	**$89,312**	**$91,237**	**$99,089**	**No Bid**	
	MCCARTHY SUBCONTRACT & FRONT END TERMS					
1	Compliant with McCarthy Front Ends	N/A	N/A	N/A		
2	Bid Submitted on McCarthy Bid Form	No	No	No		
3	Bid Bond Included with Bid (if over $250k Sub/$500k Supplier)	N/A	N/A	N/A		
4	Current Bank Reference Letter that shows Subcontractor or Vendor is in good standing. (The date on the letter provided should be within the last 30 days and the letter should include the status of their line of credit.)	N/A	N/A	N/A		
5	Surety Company	N/A	N/A	N/A		
6	Surety AM Best Rating (Must be A- or Better)	N/A	N/A	N/A		
7	AM Best Financial Size X($500M to $750M) or higher	N/A	N/A	N/A		
8	Anticipated contract amount is less than the Federal UW Limit as listed on the Treasury Listing	N/A	N/A	N/A		
9	Bond/CDI Cost	0.000%	0.000%	0.000%		
10	Included Insurance Requirements (Per Matrix)	N/A	N/A	N/A		
11	GL Insurance Company Name	N/A	N/A	N/A		
12	GL Insurance Carrier AM Best Rating (Must be A- or Better)	N/A	N/A	N/A		
13	PRL Insurance (If required by the Front Ends)	N/A	N/A	N/A		
14	Pollution Insurance (If required by the Front Ends)	N/A	N/A	N/A		
15	Tier 1 Approved	Yes	Yes	Yes		
16	Tier 2 Approved	N/A	N/A	N/A		
17	Safety Items:					
18	OSHA Recordable Incident Rate (Current)	.77	0.90	0.73		
19	Agrees to comply with PPE requirements including 100% glove policy	No	No	No		
20	Acknowledges updated ladder policy (platform ladders)	No	No	No		
21	Task Hazard Analysis included for all tasks	No	No	No		
22	Tie-off above 6' required	No	No	No		
23	Includes Hoisting for Sub's Own Work Scope	No	No	No		
24	Acknowledges Soils Report	N/A	N/A	N/A		
25	Acknowledges Addenda	N/A	N/A	N/A		
26	Hold Bid for 150 Days	Yes	Yes	Yes		
27	Pricing good for the duration of the project	Yes	Yes	Yes		
28	Sales Tax Included	No	No	No		
29	**COVID-19 Market Questions**					
30	How has your workprogram been impacted by the COVID-19 situation? % of work stopped or delayed by more than 2 weeks?	N/A	N/A	N/A		
31	Have you had any future work oppurtunities canceled or delayed? What % of your future sales are projected to be impacted by COVID-19?	N/A	N/A	N/A		
32	Are you suffering productivity loss that is impacting the ability to complete work on time?	N/A	N/A	N/A		
33	Have you had any difficulty with employees not wanting to come to work because of the risk of infection?	N/A	N/A	N/A		
34	Have you experienced any unusual voluntary turnover as a result of COVID-19?	N/A	N/A	N/A		
35	Have you had to furlough or make a reduction in staff or go to a reduced workweek as a result of COVID-19 market conditions?	N/A	N/A	N/A		
36	Have you experienced and/or do you anticipate any issues with existing suppliers or vendors?	N/A	N/A	N/A		
37	Do you have any overseas suppliers that may be impeding your supply chain?	N/A	N/A	N/A		
38						

Project Name: Chandler WRF Improvements
Project No. WW1901.201

Work Category: **02B.2 - Paving**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	**L&L Asphalt**	Cactus Asphalt	Via Sun	L Keeley Construction Co.	
		John Doerfler	Bryan Glazer	Matt Campbell	Justin Naber	
		(480) 363-9157	(623) 433-6670	(602) 768-0620	(480) 000-0000	
		johndoerfler@yahoo.com	bg@cactusasphalt.com	matt@viasuncorp.com	email	
	TOTAL WORK CATEGORY PACKAGE VALUE	**$89,312**	**$91,237**	**$99,089**	**No Bid**	
39	Per Plans & Specifications	Yes	Yes	Yes		
40	Division 1 as it relates to this scope of work	Yes	Yes	Yes		
41	02500 - Asphalt Pavement	Yes	Yes	Yes		
42	02580 - Pavement Markings	Yes	Yes	Yes		
Scope of Work						
Base Bid:		Unit Cost	Unit Cost	Unit Cost		
43	Provide all labor, materials, tools, equipment and appurtenances as required to perform the Work Category 02B.2 - Paving, in accordance with and reasonably inferable from the Contract Documents, complete and without exception unless otherwise noted below, including, but not limited to the following:					
44	Check to Spec completed and submitted to McCarthy	No	No	No		
45	1 year warranty from Final Acceptance (Aug 2023)	Yes	Yes	Yes		
46	Asphalt Paving Repairs - 4" AC - Blower - 37 SY	$1,141	$1,051	$1,263		
47	Asphalt Paving Repairs - 4" AC - Filters	$1,697	$1,562	$1,877		
48	Asphalt Rdwy - 4"AC - Maint Bldg	$51,520	$47,428	$56,997		
49	Pavement Markings - Maint Bldg	$1,575	$1,386	No		
50	Asphalt Paving Road - 4" AC - O Anoxic	$317	$330	$375		
51	Asphalt Paving Road - 4" AC - O filters	$2,337	$2,430	$2,765		
52	Asphalt Paving Road - 4" AC - O Site	$26,975	$28,050	$31,912		
53	Mobilization	$3,750	$9,000	$3,900		
54	COVID-19 Scope Items					
55	Proposal includes CDC, Federal, State and Local OSHA guidelines for COVID-19.	N/A	N/A	N/A		
56	Your proposal shall include all productivity, schedule, and other impacts to cost and schedule.	N/A	N/A	N/A		
57	All personnel onsite must maintain 6'0" spacing between personel and shall have facemasks on at all times that align with CDC, Federal, State or Local OSHA guidelines for COVID-19.	N/A	N/A	N/A		
58	Work activities that require personnel to be closer than 6'0" must have a plan presented and approved by McCarthy before work activity commences. Work activities within 6'0" shall also include the appropriate masks and PPE while performing the work.	N/A	N/A	N/A		
59	All tools and equipment used must be sanitzed each day.	N/A	N/A	N/A		
60	Personnel must comply with all hand washing and sanitizing requirements set by McCarthy.	N/A	N/A	N/A		
61	Subcontractors with onsite trailers must sanitize trailer interior high contact areas and restroom facilities daily. Subcontractors must have a plan approved by McCarthy to maintain 6' social distancing within the trailer as required by the AHJ.	N/A	N/A	N/A		
62	Personnel are not allowed to carpool to the site or while onsite.	N/A	N/A	N/A		
63	Any personnel reporting symptoms must be immediately reported to McCarthy and follow the apropriate testing and quarantine protocols.	N/A	N/A	N/A		
64						
65	End of Scope					
66	Bond/CDI Cost	$0	$0	$0		
	TOTAL WORK CATEGORY PACKAGE VALUE	**$89,312**	**$91,237**	**$99,089**		

L & L Asphalt LLC
P.O. Box 73440
Phoenix, AZ 85050
Voice: 623-434-1200
Fax: 623-434-1202

PROPOSAL

Proposal Number: 4208B
Proposal Date: Apr 6, 2021
Page: 1

City of Phoenix Certified WBE/DBE/SBE

Asphalt ROC 215796

To:
McCarthy Building Co 6225 N 24th Street Suite 200 Phoenix, AZ 85016 Phone 480-449-4700

Job Name and Location:
McCarthy Building Co Chandler WRF Airport & Ocotiilo WRF Chandler, AZ ASPHALT ONLY

Customer Phone Number	PO Number	Sales Rep Name
480-449-4700		
Customer Fax Number	**Customer Contact**	**Payment Terms**
	Earl Rock	Net 30 Days

L & L Asphalt will furnish all labor, equipment, and materials to complete the scope of work as listed below for the unit prices below;

Quantity	Unit	Description	Unit Price	Amount
1,644.00	SY	AIRPORT- Permanent Asphalt Pavement 4" Thick With EVAC 1/2" PG70-10. (DONE IN 1 LIFT)	27.00	44,388.00
130.00	LF	AIRPORT- 4" White Paint Stripe (INCLUDES MOBILIZATION)	12.50	1,625.00
1.00	EA	Jobsite Mobilization (AS NEEDED)	1,250.00	1,250.00
3,530.00	SY	OCOTILLO- Permanent Asphalt Pavement 4" Thick With EVAC 1/2" PG70-10. (DONE IN 1 LIFT)	25.00	88,250.00
1.00	EA	Jobsite Mobilization (AS NEEDED)	1,250.00	1,250.00
		MATERIAL PRICE GOOD TILL 12/31/21.		

INCLUSIONS:

1. Apply tack coat to edges only.
2. Mobilizations Listed On Quote. Any additional will be charged at Price listed.
3. Payment based on actual field measurements and thicknesses.

EXCLUSIONS: (Items listed are excluded from price unless noted otherwise.)

1. Bond, Taxes and Permits/ Sales Tax On Material.
2. Testing (On or Off-Site).
3. Surveying/Layout/ Staking.
4. Water supply and usage charge.
5. Traffic Control/Barricades of any kind.
6. Asphalt Milling/Sawcut Of Any Kind.
7. Utility Adjustments
8. Subgrade Preparation Of Any Kind.
9. Stamped or decorative asphalt.
10. Premium(Overtime) & Weekend Work.
11. Prime Coat/Crack Fill/Seal Coat/Slurry Seal.

SPECIAL PROVISIONS:

1. This proposal is valid until April 30, 2021. If work is scheduled after that time we reserve the right to revise our prices based on the s increases.

Subtotal	136,763.00
Sales Tax	
TOTAL PROPOSAL AMOUNT	**136,763.00**

Rita Lawrence: Rita@llasp.com
John Doerfler: JohnDoerfler@yahoo.com

L & L Asphalt, LLC

4/5/21
Date

Accepted By: McCarthy Building Co

Date

Peterson, Reed

From: Adams, Brandon
Sent: Thursday, April 8, 2021 12:17 PM
To: Peterson, Reed
Subject: L&L Asphalt - FW: Escalation to Aug 2023 - FW: Chandler WRF - 90% GMP

Reed,
Here is the escalation from L&L. Comes out to $10 per year per tonnage (10x1200) = $12000 for 2022
= $12000 for 2023

Brandon Adams
Estimating Manager | Southwest Region
McCarthy Building Companies, Inc.
6225 North 24th Street, Suite 200 | Phoenix, AZ 85016-2037
M (480) 650-2423
mccarthy.com | LinkedIn | Twitter | Facebook | YouTube

From: John Doerfler <johndoerfler@yahoo.com>
Sent: Thursday, April 8, 2021 12:13 PM
To: Adams, Brandon <BAdams@McCarthy.com>
Subject: Re: Escalation to Aug 2023 - FW: Chandler WRF - 90% GMP

correct

John Doerfler L&L Asphalt Office:623-434-1200 Cell:480-363-9157

On Thursday, April 8, 2021, 12:11:55 PM MST, Adams, Brandon <badams@mccarthy.com> wrote:

Ok thanks John, and just to clarify you're adding $2.50 per ton per quarter, based on that total tonnage of 1200 correct?

Thanks

Brandon Adams

Estimating Manager | Southwest Region

McCarthy Building Companies, Inc.

6225 North 24th Street, Suite 200 | Phoenix, AZ 85016-2037

M (480) 650-2423

mccarthy.com | LinkedIn | Twitter | Facebook | YouTube

From: John Doerfler <johndoerfler@yahoo.com>
Sent: Thursday, April 8, 2021 11:49 AM
To: Adams, Brandon <BAdams@McCarthy.com>
Subject: Re: Escalation to Aug 2023 - FW: Chandler WRF - 90% GMP

I Would Add $2.50 Per Quarter After 12/31/21. This is a complete guess. No asphalt supplier will extend any price past 12/31/21.

Thanks

Total Tonnage figured is 1200 Tons

John Doerfler L&L Asphalt Office:623-434-1200 Cell:480-363-9157

On Thursday, April 8, 2021, 11:43:29 AM MST, Adams, Brandon <badams@mccarthy.com> wrote:

John,

Quick question on your quote, can you include escalations for pricing good through Aug 2023? We wanted to make sure those are included in your quote. If you could add those and send it back today that would be great.

Thanks

Brandon Adams

Estimating Manager | Southwest Region

McCarthy Building Companies, Inc.

6225 North 24th Street, Suite 200 | Phoenix, AZ 85016-2037

M (480) 650-2423

Project Name: Chandler WRF Improvements
Project No. WW1901.201

Work Category: **02B.3 - Site Concrete**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	ViaSun Corp	Procon	Rouser	Sun Valley	Denny Clark
		Matt Campbell	Dave Baker	Todd Christopherson	Todd Nessler	Jeff Shoulders
		(602) 768-0620	(480) 888-6712	(602) 920-1761	(602) 943-6106	(480) 664-6367
		matt@viasuncorp.com	dbaker@proconaz.com	todd.c_rouser@cox.net	toddnessler@sunvalleyconstruction.com	Estimating@dennyclarkconcrete.com
	TOTAL WORK CATEGORY PACKAGE VALUE	**$119,764**	**$158,386**	**Declined**	**Declined**	**Declined**
	MCCARTHY SUBCONTRACT & FRONT END TERMS					
1	Compliant with McCarthy Front Ends	N/A	N/A			
2	Bid Submitted on McCarthy Bid Form	No	No			
3	Bid Bond Included with Bid (if over $250k Sub/$500k Supplier)	N/A	N/A			
4	Current Bank Reference Letter that shows Subcontractor or Vendor is in good standing. (The date on the letter provided should be within the last 30 days and the letter should include the status of their line of credit.)	N/A	N/A			
5	Surety Company	N/A	N/A			
6	Surety AM Best Rating (Must be A- or Better)	N/A	N/A			
7	AM Best Financial Size X($500M to $750M) or higher	N/A	N/A			
8	Anticipated contract amount is less than the Federal UW Limit as listed on the Treasury Listing	N/A	N/A			
9	Bond/CDI Cost	0.000%	0.000%			
10	Included Insurance Requirements (Per Matrix)	N/A	N/A			
11	GL Insurance Company Name	N/A	N/A			
12	GL Insurance Carrier AM Best Rating (Must be A- or Better)	N/A	N/A			
13	PRL Insurance (If required by the Front Ends)	N/A	N/A			
14	Pollution Insurance (If required by the Front Ends)	N/A	N/A			
15	Tier 1 Approved	Yes	Yes			
16	Tier 2 Approved	N/A	N/A			
17	Safety Items:					
18	OSHA Recordable Incident Rate (Current)	0.73	0.80			
19	Agrees to comply with PPE requirements including 100% glove policy	No	No			
20	Acknowledges updated ladder policy (platform ladders)	No	No			
21	Task Hazard Analysis included for all tasks	No	No			
22	Tie-off above 6' required	No	No			
23	Includes Hoisting for Sub's Own Work Scope	No	No			
24	Acknowledges Soils Report	N/A	N/A			
25	Acknowledges Addenda	N/A	N/A			
26	Hold Bid for 150 Days	Yes	Yes			
27	Pricing good for the duration of the project	Yes	Yes			
28	Sales Tax Included	No	No			
29	**COVID-19 Market Questions**					
30	How has your workprogram been impacted by the COVID-19 situation? % of work stopped or delayed by more than 2 weeks?	N/A	N/A			
31	Have you had any future work oppurtunities canceled or delayed? What % of your future sales are projected to be impacted by COVID-19?	N/A	N/A			
32	Are you suffering productivity loss that is impacting the ability to complete work on time?	N/A	N/A			
33	Have you had any difficulty with employees not wanting to come to work because of the risk of infection?	N/A	N/A			
34	Have you experienced any unusual voluntary turnover as a result of COVID-19?	N/A	N/A			
35	Have you had to furlough or make a reduction in staff or go to a reduced workweek as a result of COVID-19 market conditions?	N/A	N/A			
36	Have you experienced and/or do you anticipate any issues with existing suppliers or vendors?	N/A	N/A			
37	Do you have any overseas suppliers that may be impeding your supply chain?	N/A	N/A			

Project Name: Chandler WRF Improvements
Project No. WW1901.201

Work Category: **02B.3 - Site Concrete**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	ViaSun Corp	Procon	Rouser	Sun Valley	Denny Clark
		Matt Campbell	Dave Baker	Todd Christopherson	Todd Nessler	Jeff Shoulders
		(602) 768-0620	(480) 888-6712	(602) 920-1761	(602) 943-6106	(480) 664-6367
		matt@viasuncorp.com	dbaker@proconaz.com	todd.c_rouser@cox.net	toddnessler@sunvalleyconstruction.com	Estimating@dennyclarkconcrete.com
	TOTAL WORK CATEGORY PACKAGE VALUE	**$119,764**	**$158,386**	**Declined**	**Declined**	**Declined**
38						
39	Per Plans & Specifications					
40	Division 1 as it relates to this scope of work	Yes	Yes			
41	03100 - Concrete Formwork	Yes	Yes			
42	03200 - Concrete Reinforcement	Yes	Yes			
43	03251 - Concrete Joints	Yes	Yes			
44	03300 - Cast-In-Place Concrete	Yes	Yes			
Scope of Work						
Base Bid:		Unit Cost	Unit Cost			
45	Provide all labor, materials, tools, equipment and appurtenances as required to perform the Work Category 02B.3 - Site Concrete, in accordance with and reasonably inferable from the Contract Documents, complete and without exception unless otherwise noted below, including, but not limited to the following:					
46	Check to Spec completed and submitted to McCarthy	No	No			
47	1 year warranty from Final Acceptance (Aug 2023)	Yes	Yes			
49	**Airport - Blower**					
50	Curb & Gutter Repairs- Blower Bldg - 53 LF	$1,662	$2,682			
51	**Airport - Filters**					
50	Curb & Gutter Repairs- Filters - 77 LF	$2,414	$3,896			
51	Concrete Adjustment Collars - Manhole - Filters - 1 EA (Specialty Companies)	$445	No			
52	**Airport - Maintenance Building**					
51	Valley Gutter C-233 - Maint Bldg - 1,151 SF	$16,666	$25,782			
52	Concrete Adjustment Collars - Manhole - Maint Bldg - 1 EA (Specialty Companies)	$445	No			
53	Curb & Gutter - Maint Bldg - 1,038 LF	$40,047	$54,070			
52	Conc Adj Collar - Valve/Sewer CO - Maint Bldg - 5 EA (Specialty Companies)	$2,075	No			
53	Conc Sidewalk - Maint Bldg - 465 SF	$6,710	$4,687			
54	**Ocotillo - Aeration/Anoxic MCC Replacement**					
53	Sidewalk - 54 SF	$779	$544			
54	**Ocotillo - Clarifiers**					
55	Concrete Adjustment Collar, Valve - 1 EA (Speacialty Companies)	$390	No			
54	**Ocotillo - Filters**					
55	Curb & Gutter - 142 LF	$7,304	$7,959			
56	Valley Gutter - 81 SF	$1,173	$1,814			
55	Concrete Adjustment Collar, Manhole - 2 EA (Specialty Companies)	$840	No			
56	**Ocotillo - Roads/Sitework**					
57	Curb & Gutter - 506 LF	$18,484	$25,502			
56	Valley Gutter - 1,404 SF	$20,330	$31,450			
57	COVID-19 Scope Items					
58	Proposal includes CDC, Federal, State and Local OSHA guidelines for COVID-19.	N/A	N/A			
59	Your proposal shall include all productivity, schedule, and other impacts to cost and schedule.	N/A	N/A			

Project Name: Chandler WRF Improvements
Project No. WW1901.201

Work Category: **02B.3 - Site Concrete**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	ViaSun Corp	Procon	Rouser	Sun Valley	Denny Clark
		Matt Campbell	Dave Baker	Todd Christopherson	Todd Nessler	Jeff Shoulders
		(602) 768-0620	(480) 888-6712	(602) 920-1761	(602) 943-6106	(480) 664-6367
		matt@viasuncorp.com	dbaker@proconaz.com	todd.c_rouser@cox.net	toddnessler@sunvalleyconstruction.com	Estimating@dennyclarkconcrete.com
	TOTAL WORK CATEGORY PACKAGE VALUE	**$119,764**	**$158,386**	**Declined**	**Declined**	**Declined**
60	All personnel onsite must maintain 6'0" spacing between personel and shall have facemasks on at all times that align with CDC, Federal, State or Local OSHA guidelines for COVID-19.	N/A	N/A			
61	Work activities that require personnel to be closer than 6'0" must have a plan presented and approved by McCarthy before work activity commences. Work activities within 6'0" shall also include the appropriate masks and PPE while performing the work.	N/A	N/A			
62	All tools and equipment used must be sanitzed each day.	N/A	N/A			
63	Personnel must comply with all hand washing and sanitizing requirements set by McCarthy.	N/A	N/A			
64	Subcontractors with onsite trailers must sanitize trailer interior high contact areas and restroom facilities daily. Subcontractors must have a plan approved by McCarthy to maintain 6' social distancing within the trailer as required by the AHJ.	N/A	N/A			
65	Personnel are not allowed to carpool to the site or while onsite.	N/A	N/A			
66	Any personnel reporting symptoms must be immediately reported to McCarthy and follow the apropriate testing and quarantine protocols.	N/A	N/A			
67						
68	End of Scope					
69	Bond/CDI Cost	$0	$0			
	TOTAL WORK CATEGORY PACKAGE VALUE	**$119,764**	**$158,386**			

PROJECT PROPOSAL - McCarthy Chandler WRF (CONCRETE)

VIASUN CORPORATION

3621 E. Superior Avenue
Phoenix, Arizona 85040
Contact: **Matt Campbell**
Phone: **602-768-0620**
Email: **matt@viasuncorp.com**

Company:	McCarthy Building Companies, Inc.	Project Name:	Chandler WRF
Contact:	Reed Peterson	Project Address:	
Address:	6225 North 24th Street, Suite 200	Submitted:	April 14, 2021
Phone:	602-695-2329		
Email:	RPeterson@mccarthy.com	AZ ROC #:	278361 / 297383
		Certifications:	

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
20	6" Curb & Gutter MAG 220 Type A	1,420.00	LF	36.53	51,872.60
30	4" Roll Curb MAG 220 Type C	378.00	LF	33.82	12,783.96
40	24" Ribbon Curb MAG 220 Type B	454.00	LF	31.35	14,232.90
50	5' Curb Transition	8.00	EA	549.85	4,398.80
60	Sidewalk MAG 230	476.00	SF	14.43	6,868.68
70	2.5' Curb Termination	3.00	EA	1,058.20	3,174.60
80	Valley Gutter COC DTL C-233	2,831.00	SF	14.48	40,992.88
120	3.5" Roll Curb	139.00	LF	40.60	5,643.40
140	Install Return Concrete Driveway MAG 251	151.00	SF	34.08	5,146.08
160	8" Verticle Curb MAG 222 Type A	12.00	LF	56.43	677.16
GRAND TOTAL					**$145,791.06**

NOTES:

All scheduling contingent upon mutual agreement of Owner and ViaSun Corporation.
ViaSun will require this proposal with exclusions be included in any contractual agreement.
In the event that quantities differ from above, billing will reflect agreed upon measured quantities.
Payment Terms Net 30 Days from submitted invoice.
Subgrade to be certified at +/- .10 for curb, +/- .05 for sidewalk, asphalt subgrade provided by others per plans and specifications.
Quantities and Scope are based on ViaSun tadeoff (attached)

EXCLUSIONS:
Water, Sales Tax, Bonds, Permits, Plans, Engineering, Survey, Staking, As-Builts, Testing, Inspection, Gradework, Landscape Areas, Weed Killer, Crack Routing, Crack-Sealing, Asphalt Patching, ABC, Vegetation Replacement, Utility Removal or Relocation, Striping, Signage, Subgrade Stabilization, Removal of Debris Generated by Other Trades, Erosion Control, Project Information Sign and Any Special Insurance Requirements.

Quoted prices valid for 150 days unless otherwise noted.
Prices above based on completing each task in one mobilization. If an additional mobilization is required, charges may apply.

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **03A - Structural Concrete**

GMP Date: **5/4/2021 Rev 6/21/2021**

		Recommended				
COMPANY INFORMATION		**McCarthy** **Zach McDonald** **480-449-4700** Zmcdonanld@mccarthy.com				
TOTAL WORK CATEGORY PACKAGE VALUE		**$5,087,692**				
MCCARTHY SUBCONTRACT & FRONT END TERMS						
1	Compliant with McCarthy Front Ends	Yes				
2	Bid Submitted on McCarthy Bid Form	N/A				
3	Bid Bond Included with Bid (if over $250k Sub/$500k Supplier)	N/A				
4	Current Bank Reference Letter that shows Subcontractor or Vendor is in good standing.	Yes				
5	Surety Company	Allianz-Starr				
6	Surety AM Best Rating (Must be A- or Better)	A+				
7	AM Best Financial Size X($500M to $750M) or higher	Yes				
8	Anticipated contract amount is less than the Federal UW Limit as listed on the Treasury Listing	Yes				
9	Bond/CDI Cost	0.000%				
10	Included Insurance Requirements (Per Matrix)	Yes				
11	GL Insurance Company Name	Allianz-Starr				
12	GL Insurance Carrier AM Best Rating (Must be A- or Better)	A+				
13	PRL Insurance (If required by the Front Ends)	Yes				
14	Pollution Insurance (If required by the Front Ends)	Yes				
15	Tier 1 Approved	Yes				
16	Tier 2 Approved	Yes				
17	Safety Items:	Yes				
18	OSHA Recordable Incident Rate (Current)	0.39				
19	Agrees to comply with PPE requirements including 100% glove policy	Yes				
20	Acknowledges updated ladder policy (platform ladders)	Yes				
21	Task Hazard Analysis included for all tasks	Yes				
22	Tie-off above 6' required	Yes				
23	Includes Hoisting for Sub's Own Work Scope	Yes				
24	Acknowledges Soils Report	Yes				
25	Acknowledges Addenda	Yes				
26	Hold Bid for 150 Days	Yes				
27	Pricing good for the duration of the project	Yes				
28	Sales Tax Included	N/A				
29	**COVID-19 Market Questions**					
30	How has your work program been impacted by the COVID-19 situation? % of work stopped or delayed by more than 2 weeks?	No				
31	Have you had any future work opportunities canceled or delayed? What % of your future sales are projected to be impacted by COVID-19?	No				
32	Are you suffering productivity loss that is impacting the ability to complete work on time?	No				
33	Have you had any difficulty with employees not wanting to come to work because of the risk of infection?	No				
34	Have you experienced any unusual voluntary turnover as a result of COVID-19?	No				
35	Have you had to furlough or make a reduction in staff or go to a reduced workweek as a result of COVID-19 market conditions?	No				
36	Have you experienced and/or do you anticipate any issues with existing suppliers or vendors?	No				

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **03A - Structural Concrete**

GMP Date: **5/4/2021 Rev 6/21/2021**

		Recommended				
	COMPANY INFORMATION	**McCarthy** **Zach McDonald** **480-449-4700** Zmcdonanld@mccarthy.com				
	TOTAL WORK CATEGORY PACKAGE VALUE	**$5,087,692**				
37	Do you have any overseas suppliers that may be impeding your supply chain?	No				
38						
39	Per Plans & Specifications	Yes				
40	Division 1 as it relates to this scope of work	Yes				
41	03100 Concrete Formwork	Yes				
42	03200 Concrete Reinforcement	Yes				
43	03251 Concrete Joints	Yes				
44	03300 Cast-In-Place Concrete	Yes				
45	03600 Grout	Yes				
Scope of Work						
Base Bid:		$5,117,120				
46	Provide all labor, materials, tools, equipment and appurtenances as required to perform the Work Category 03A - Structural Concrete, in accordance with and reasonably inferable from the Contract Documents, complete and without exception unless otherwise noted below, including, but not limited to the following:	Yes				
47	Check to Spec completed and submitted to McCarthy	Yes				
48	Reinforcing steel fabrication and installation	Yes				
49	SBE- 3rd Tier Placer to Reinforcing Steel Sub	Yes				
50	Provide temporary guardrails and barricades as defined in the front ends for concrete scope of work only (other rails to be furnished by main job)	Yes				
51	Provide temporary ladders for structural concrete	Yes				
52	Include costs for area cleanup.	Yes				
53	All "A" frame ladders shall be compliant with new McCarthy safety requirements allowing only FRP platform ladders.	Yes				
54	Include concrete floor finishing per construction documents	Yes				
55	Provide and haul off of concrete washout for this scope of work and used formwork materials.	Yes				
56	Formwork drawings and reshore drawings	Yes				
57	Layout for this concrete package. (Survey and control by others (Main job/CMAR)	Yes				
58	Setting of structural steel anchor bolt and embeds	Yes				
59	Provide all pumping or other means and methods for placing concrete.	Yes				
60	Curing measures as required:	Yes				
61	Provide ice and chilled water as required for placement of concrete during hot weather conditions.	Yes				
62	Saw cutting all slabs for construction joints in accordance with ACI-318. (All saw cutting related to demo work by others)	Yes				
63	Set all anchor bolts (post installed anchors by others)	Yes				
64	Grout base plates and equipment	Yes				
65	Set embed angles at sump pits (furnished by others)	Yes				
66	Set weld embed plates (furnished by others)	Yes				
67	Fine grade all slabs from +/- 0.20 after MEP under slab rough-in is complete.	Yes				

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: 03A - Structural Concrete

GMP Date: 5/4/2021 Rev 6/21/2021

Recommended

	COMPANY INFORMATION	**McCarthy** **Zach McDonald** **480-449-4700** Zmcdonanld@mccarthy.com					
	TOTAL WORK CATEGORY PACKAGE VALUE	**$5,087,692**					
68	Turndowns at slab edge as shown	Yes					
69	Slab thickenings at construction joints and at masonry wall locations (includes rebar prep for masonry)	Yes					
70	All screeding must be done to hard edge	Yes					
71	Include necessary patching of walls and decks	Yes					
72	Prepare placement plans to be approved by McCarthy.	Yes					
73	Crane for concrete forming and stripping and rebar placing activities. Include full time certified operator with crane capable of reaching all areas.	Yes					
74	Crane safety per McCarthy's crane safety standards.	Yes					
75	Concrete pumping and/or use of concrete buckets for placements	Yes					
76	All required waste/overage for all concrete elements.	Yes					
77	Provide OSHA approved PPE and filtration systems during all silica dust generating activities.	Yes					
78	Includes rebar caps for concrete work as needed.	Yes					
79	Responsible to submit, coordinate, and verify all inspections, procedures, and tests as required with city/state inspectors and officials, special inspectors, and material testing firms.	Yes					
80	Housekeeping / Cleanup of ties and other debris for a completely clean deck	Yes					
81	Materials pricing valid through duration of scope of work	Yes					
82	Initial on site safety orientation and daily safety meeting included in cost of work.	Yes					
83	Shrinkage reducing admixture in ALL concrete mixes per GSNs	Yes					
84	Pour sequencing and pour breaks per allowable lengths as noted in GSN's	Yes					
85	Use of form savers/mechanical couplers where noted. Also included for means and methods as required for completion of structure if not noted on drawings.	Yes					
86	All water stop, including retrofit, PVC and expandable.	Yes					
87	Slump enhancers used or puddle mortaring as required to meet specifications regarding bottom of wall concrete consolidation.	Yes					
88	Leak Testing at reservoir, sludge holding and Ocotillo filter structures only.	Yes					
89	**Scope specific inclusions by area (in addition to the above)**						
90	**A - AB Diffuser replacements**						
91	Cutback rebar and grout at all saw cut openings in walls/slabs	Yes					
92	Aeration basin pipe support repairs	Yes					
93	Aeration basin concrete wall repairs	Yes					
94	Aeration basin diffuser pipe cut anchor patch	Yes					
95	**A - Blower Piping**						
96	New pipe support pedestals (including setting of pipe saddles embedded in concrete)	Yes					
97	Grouting of pipe supports and anchor plates	Yes					
98	Pipe plugs	Yes					
99	**A - Filters**						
100	Trench slab patchback	Yes					
101	Wall infills	Yes					
102	Cutback rebar and grout at all saw cut openings in walls/slabs	Yes					

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **03A - Structural Concrete**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

COMPANY INFORMATION		**McCarthy** **Zach McDonald** **480-449-4700** Zmcdonanld@mccarthy.com				
TOTAL WORK CATEGORY PACKAGE VALUE		**$5,087,692**				
103	Sump pit slabs (including hand digging excavation)	Yes				
104	Coring openings and patchback for concrete sump pit placements	Yes				
105	All new walls, decks and slabs as noted in drawings (including all drill & epoxy connections and associated waterstop)	Yes				
106	Equipment pads	Yes				
107	Grout fill where noted.	Yes				
108	**A - Maintenance Building**					
109	All foundations and slabs on grade	Yes				
110	Slab on metal deck at mezzanine (including WWF reinforcing)	Yes				
111	Equipment pads	Yes				
112	**O - Aeration / Anoxic & MCC Replacement**					
113	Slab, Wall and Deck expansions	Yes				
114	Support columns below grade	Yes				
115	Equipment pads	Yes				
116	Grout fill where noted.	Yes				
117	Wall infills	Yes				
118	Cutback rebar and grout at all saw cut openings in walls/slabs	Yes				
119	**O - Chlorine Contact Basin**					
120	Patchback and new pipe penetrations at existing wall(s)	Yes				
121	New CCB DT Beams	Yes				
122	Misc. Grouting	Yes				
123	**O - Clarifiers**					
124	Clarifier launder walls and decks (including all waterstop and D&E connections)	Yes				
125	Grout filling clarifier trough	Yes				
126	Grout fill clarifier basins	Yes				
127	Scarify/roughen bonding slab	Yes				
128	Misc. Grouting	Yes				
129	Pipe plugs	Yes				
130	**O - Filters**					
131	New filter slabs, walls and decks	Yes				
132	Connections to adjacent structure	Yes				
133	Grouting at tertiary filters.	Yes				
134	Equipment pads	Yes				
135	Misc. Grouting	Yes				
136	**O - General (Temp Power, Potholing, Silo Gate)**					
137	Pipe encasements (including reinforcing steel)	Yes				
138	Headwalls	Yes				
139	Misc. exterior equipment pads	Yes				
140	Grouting	Yes				
141	**O - RAS/WAS Pump Station**					
142	Equipment pads	Yes				
143	Patchback at hatch replacements	Yes				

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **03A - Structural Concrete**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	**McCarthy** **Zach McDonald** **480-449-4700** Zmcdonanld@mccarthy.com				
	TOTAL WORK CATEGORY PACKAGE VALUE	**$5,087,692**				
144	Misc. Grouting	Yes				
145	**O - Reservoir**					
146	All slabs, columns, walls, pilasters, decks for complete structure including the following items.	Yes				
147	D&E to existing structure (including waterstop)	Yes				
148	Setting of embeds	Yes				
149	Misc. Grouting	Yes				
150	**O - Roads / Sitework**					
151	Light pole bases (1)	Yes				
152	**O - Splitter Box Mods**					
153	Pipe plugs	Yes				
154	Sludge Holding structure as alternate	Yes				
155	**Scope Coordination:**					
156	Structural Excavation, backfill and haul off	By WC 02B				
157	Fine Grade	By WC 02B				
158	Grouting of masonry walls and connections to masonry	By WC 04A				
159	Masonry wall reinforcing	By WC 04A				
160	Site concrete (other than what is noted/included above)	By WC 02B				
161	CLSM/Slurry backfill of trenches and excavations	By WC 02B				
162	**GMP 1 Early Concrete**	-$29,428.00				
163	COVID-19 Scope Items					
164	Proposal includes CDC, Federal, State and Local OSHA guidelines for COVID-19.	Yes				
165	Your proposal shall include all productivity, schedule, and other impacts to cost and schedule.	Yes				
166	All personnel onsite must maintain 6'0" spacing between personnel and shall have facemasks on at all times that align with CDC, Federal, State or Local OSHA guidelines for COVID-19.	Yes				
167	Work activities that require personnel to be closer than 6'0" must have a plan presented and approved by McCarthy before work activity commences. Work activities within 6'0" shall also include the appropriate masks and PPE while performing the work.	Yes				
168	All tools and equipment used must be sanitized each day.	Yes				
169	Personnel must comply with all hand washing and sanitizing requirements set by McCarthy.	Yes				
170	Subcontractors with onsite trailers must sanitize trailer interior high contact areas and restroom facilities daily. Subcontractors must have a plan approved by McCarthy to maintain 6' social distancing within the trailer as required by the AHJ.	Yes				
171	Personnel are not allowed to carpool to the site or while onsite.	Yes				
172	Any personnel reporting symptoms must be immediately reported to McCarthy and follow the appropriate testing and quarantine protocols.	Yes				
173						
174	End of Scope					
175	Bond/CDI Cost	$0				
	TOTAL WORK CATEGORY PACKAGE VALUE	**$5,087,692**				

Estimate Detail

Chandler WRF Improvement Project GMP 2

6/21/2021

Description	Quantity		Unit Price	Labor Total	Equip Total	Mat Total	Sub Total	Total
03A – Concrete & Reinforcing								
A - AB Diffuser replacements				**10,135**		**26,088**		**$36,223**
874 - Aeration Pipe Support Repair - Concrete								
Drill & Epoxy Dowel (#3,4,5) - Vertical	40.0	EA	20.53	541		280		$821
Install & Remove Scaffolding for IMLR Support Repair	10.0	EA	241.42	2,164		250		$2,414
Remove Conc at IMLR Support Repair (2.25cf/ea)	10.0	EA	275.52	2,705		50		$2,755
Form Pipe Support Repair Areas (4.5sf/ea)	10.0	EA	211.94	2,019		100		$2,119
Pour Conc at IMLR Support Repair (2.25cf/ea)	10.0	EA	295.52	2,705		250		$2,955
Coat SS anchors w/ epoxy	2.0	EA	5,079.00			10,158		$10,158
875 - Aeration Basin Concrete Wall Repair								
Patch Walls in 2 Aeration Basins per Sht M-1.01, Note 8, S-16) ALLOWANCE	1.0	AL	15,000.00			15,000		$15,000
A - Blower Piping				**59,033**		**22,154**	**2,357**	**$83,545**
750 - Pipe Support Pedestals								
Floor Edge Form 12" Pipe Support Footings - 12ea	383.0	LF	20.24	6,890		862		$7,752
Grout Base Plates for Airp Piping Supports	24.0	EA	57.49	1,212		168		$1,380
Floor Edge Form 12" Pipe Support Footing - 11ea	187.0	LF	20.24	3,364		421		$3,785
Floor Edge Form 12" Pipe Support Footing - 18 ea	306.0	LF	20.24	5,505		689		$6,193
Finish Wall Tops	141.5	LF	2.07	286		7		$293
Float Finish	1,109.0	SF	1.56	1,680		55		$1,735
Pour Slab on Grade with Pump	43.1	CY	48.24	1,089			992	$2,081
Sack & Patch Vertical - V2 - Point and Patch	1,258.0	SF	1.82	2,223		63		$2,286
Pour Pipe Support with Pump	4.2	CY	123.97	424			97	$521
Pour Pipe Support with Pump	18.9	CY	123.97	1,904			434	$2,338
Form Pipe Support 5.5'x1'x4' - 11 ea	484.0	SF	17.67	7,463		1,089		$8,552
Form Pipe Support 4.5'x1'x3' - 18ea	486.0	SF	17.67	7,494		1,094		$8,588
5000 PSI Concrete	66.2	CY	188.98			12,508		$12,508
Form Pipe Support Pedestal)18" SQ 2' Tall - 24 ea)	288.0	SF	12.53	2,961		648		$3,609
Rebar Rack	36.0	EA	107.39	3,506		360		$3,866
870 - Misc. Grouting								
Grout Base Plates for Air Piping Supports	53.0	EA	57.49	2,676		371		$3,047
Set Anchor Bolt Set for Air Piping Pedestals	53.0	EA	172.31	8,603		530		$9,133
871 - Misc. Bollards								
Place Concrete Bollard Install at AWRF Blower Building	7.0	EA	336.94	1,414		455	490	$2,359
873 - Pipe Plug - Concrete								
Pour Conc Fill in 30" FRP Pipe with Pump (Sht D-1.12) - 5 ea	15.0	CY	45.72	341			345	$686
5000 PSI Concrete	15.0	CY	188.98			2,835		$2,835
A - Filters				**330,300**	**115**	**167,790**	**19,014**	**$517,219**
201 - Misc. Site Slabs								
Waterstop Hydrophillic	543.0	LF	19.41	2,938		7,602		$10,540
Drill & Epoxy Dowel (#3,4,5) - Horizontal at Trench Cap	298.0	EA	17.03	4,031		1,043		$5,074
Purchase Crushed Stone for Trench Fill (3/8" Aggregate)	47.0	TN	16.00			752		$752
Place Crushed Stone In Trench	23.0	CY	56.49	1,184	115			$1,299
Trowel Cement Finish	305.0	SF	1.06	308		15		$323
Pour Slab on Grade with Pump	15.6	CY	73.49	788			359	$1,146
Scarify/Rough Bonding Surface at Trench Cap Above 3/8" Fill	298.0	SF	2.77	752		75		$827
5000 PSI Concrete	16.7	CY	188.98			3,156		$3,156
203 - Filter Slab (Base Area)								
Waterstop Hydrophillic	384.0	LF	19.41	2,078		5,376		$7,454
Drill & Epoxy Dowel Top & Bottom in Sump Pit - 64ea/sump	192.0	EA	17.03	2,597		672		$3,269
Core Drilling 6" x 12" Deep at Sumps 12ea/sump	36.0	EA	200.00				7,200	$7,200
Trowel Cement Finish	134.0	SF	2.07	271		7		$277
Pour Slab on Grade with Pump	5.2	CY	123.97	526			120	$646
Hand Excavate Sump Pits 7.1cy/ea x 3 Sumps	21.0	CY	75.73	1,590				$1,590
Vactor Truck Sub for Sump Excavation (2 days)	21.0	CY	164.00				3,444	$3,444
5000 PSI Concrete	5.2	CY	188.98			985		$985
Rebar Rack	84.0	LF	6.92	518		63		$581
204 - Filter Slab (At Grade Area)								
Floor Edge Form (GT 1' Ht)	72.0	SF	20.24	1,295		162		$1,457
Expansion/Isolation Joint	18.0	LF	11.82	195		18		$213
Trowel Cement Finish	255.0	SF	1.56	386		13		$399
Pour Slab on Grade with Pump	14.9	CY	73.49	751			342	$1,093
5000 PSI Concrete	14.9	CY	188.98			2,811		$2,811
400 - Filter Channel Walls								
Waterstop Retro	651.0	LF	78.58	26,417		24,738		$51,155
Waterstop 6" PVC	90.0	LF	11.49	584		450		$1,034
Drill & Epoxy Dowel (#3,4,5) - Vertical	853.0	EA	17.03	11,538		2,986		$14,523
Drill & Epoxy Dowel (#3,4,5) - Horizontal	1,320.0	EA	17.03	17,855		4,620		$22,475
Finish Wall Tops	313.0	LF	2.07	632		16		$648
Sack & Patch Vertical - V2 - Point and Patch	8,648.6	SF	1.82	15,282		432		$15,715
Form Wall On Footing (GT 6') - Hand Set	8,648.6	SF	15.93	120,025		17,730		$137,755
Pour Wall GT 10" THK GT 6' with Pump	168.2	CY	73.49	8,490			3,868	$12,358
Wall Bulkheads	90.0	LF	25.88	2,082		248		$2,329
Wall Bulkheads	92.0	SF	25.88	2,127		253		$2,380
BW-12" DIP Wall Pipe 1'-0" at Filters	1.0	EA	344.63	325		20		$345

Estimate Detail

Chandler WRF Improvement Project GMP 2

6/21/2021

Description	Quantity		Unit Price	Labor Total	Equip Total	Mat Total	Sub Total	Total
5000 PSI Concrete	196.5	CY	188.98			37,142		$37,142
409 - Wall Patchbacks								
Form & Pour 12" Sleeve in AWRP Filter Wall	1.0	LS	957.47	757		200		$957
411 - Filter Sump Walls								
Finish Wall Tops	66.0	LF	2.07	133		3		$137
Sack & Patch Vertical - V2 - Point and Patch	132.0	SF	1.82	233		7		$240
Pour Small Wall LE 6' with Pump in Core Holes	10.8	CY	123.97	1,086			247	$1,333
Form Wall 1-Sided (GT2'-LE 6') - Hand Set in Sump Pit	132.0	SF	20.24	2,375		297		$2,672
5000 PSI Concrete	10.8	CY	188.98			2,033		$2,033
412 - Filter Infill Walls								
Waterstop Retro (Infill Walls)	480.0	LF	78.58	19,478		18,240		$37,718
Drill & Epoxy Dowel (#3,4,5) - Overhead Vertical (Infill Walls)	192.0	EA	17.03	2,597		672		$3,269
Drill & Epoxy Dowel (#3,4,5) - Overhead Vertical	288.0	EA	17.03	3,896		1,008		$4,904
Scarify/Rough Bonding Surface for Infill Walls	457.0	SF	2.77	1,154		114		$1,268
Sack & Patch Vertical - V2 - Point and Patch	500.0	SF	1.82	884		25		$909
Pour Small Wall LE 6' with Pump (Use Birds Mouth)	9.7	CY	426.89	3,927			224	$4,150
Form Wall Not On Footing (GT2'-LE 6') - Hand Set (Infill Walls)	200.0	SF	26.41	4,832		450		$5,282
Form Wall Not On Footing (GT2'-LE 6') - Hand Set (Trough Infill Walls)	300.0	SF	26.41	7,247		675		$7,922
Pour Wall GT 10" THK GT 6' with Pump	7.9	CY	224.94	1,599			182	$1,781
5000 PSI Concrete	9.7	CY	188.98			1,837		$1,837
610 - Existing Filters Deck								
Drill & Epoxy Dowel (#3,4,5) - Vertical (Filter Walkway Decks)	144.0	EA	17.03	1,948		504		$2,452
Trowel Cement Finish	261.0	SF	2.57	659		13		$672
Sack & Patch Horizontal - H1 - Standard Finish	261.0	SF	1.06	264		13		$277
Pour Slab & Beams with Pump	13.0	CY	73.49	656			299	$955
5000 PSI Concrete	13.0	CY	188.98			2,457		$2,457
Patch Concrete for Hammer Head Formwork	288.0	SF	2.77	509		288		$797
Panel Form Flat Slab Soffit 12'-18'	261.0	SF	30.10	6,708		1,148		$7,856
Flat Slab Reshore 12'-18'	261.0	SF	0.32	71		13		$84
Slab Edge Form	146.0	LF	20.24	2,627		329		$2,955
745 - Equip Pads								
Finish Pad/Island	47.0	SF	8.63	403		2		$406
Drill & Epoxy Dowel (#3,4,5) - Vertical (Filter Equip Pads)	120.0	EA	17.03	1,623		420		$2,043
Pour Pads with Pump	2.2	CY	527.86	1,111			51	$1,161
Form Pad / Island (Filter Equip Pads 12")	101.0	LF	20.24	1,817		227		$2,044
5000 PSI Concrete	2.2	CY	188.98			423		$423
833 - Grout Fill - Filter Basin								
Trowel Cement Finish	1,233.0	SF	1.43	1,706		62		$1,768
Scarify/Rough Bonding Surface for Grout Fill	1,233.0	SF	2.77	3,112		308		$3,421
Pour Topping Slab with Pump	104.5	CY	109.39	9,026			2,403	$11,429
Grout Mix (Grout for Filter Bottoms)	104.5	CY	150.00			15,672		$15,672
870 - Misc. Grouting								
Grout Base Plates for AWRF Filter Canopy	10.0	EA	57.49	505		70		$575
Grout Base Plates For Pipe Supports	194.0	EA	57.49	9,794		1,358		$11,152
Cutback Rebar and Repair at Demo Areas (A - Filters)	1,352.0	EA	10.05	8,856		4,732		$13,588
Set Anchor Bolt Set for AWRF Filter Canopy	10.0	EA	172.31	1,623		100		$1,723
Patch Pipe Penetrations at Core Locations (3" & 4" Pipe)	9.0	EA	68.92	440		180		$620
871 - Misc. Bollards								
Place Concrete Bollard Install at AWRF Filter/Site	4.0	EA	266.94	808		260		$1,068
873 - Pipe Plug - Concrete								
Pour Conc Fill in 30" FRP Pipe with Pump (Sht D-1.16) - 4 ea	12.0	CY	45.72	273			276	$549
5000 PSI Concrete	12.0	CY	188.98			2,268		$2,268
A - General (Temp Power, Potholing)				**2,019**		**280**		**$2,299**
870 - Misc. Grouting								
Grout Base Plates For Elec Supports	40.0	EA	57.49	2,019		280		$2,299
A - Maintenance Building				**81,117**		**101,148**	**13,802**	**$196,067**
104 - Column Footings								
Layout Footing	21.0	EA	97.39	2,045				$2,045
Column Footing Edge Form 6'x6'x1.18' - 4ea	116.0	SF	20.24	2,087		261		$2,348
Column Footing Edge Form 8'x8'x1.18' - 4ea	152.0	SF	20.24	2,734		342		$3,076
Column Footing Edge Form 7.5'x7.5'x1.18' - 9ea	324.0	SF	20.24	5,829		729		$6,558
Column Footing Edge Form 9.5'x9.5'x1.18' - 4ea	180.0	SF	20.24	3,238		405		$3,643
Grout Base Plates for AWRF Main Building	25.0	EA	57.49	1,262		175		$1,437
Pour Column/Mat Footing with Pump	58.2	CY	38.15	881			1,338	$2,218
Set Anchor Bolt Set for AWRF Maint Building Colums	25.0	EA	172.31	4,058		250		$4,308
5000 PSI Concrete	58.2	CY	188.98			10,990		$10,990
200 - Slab on Grade								
Grout Base Plates	21.0	EA	57.49	1,060		147		$1,207
15 Mil Vapor Barrier	8,901.2	SF	0.90	4,044		4,006		$8,050
Floor Edge Form 12"	734.0	SF	20.24	13,205		1,652		$14,856
Bulkheads-On Grade (GT 1' Ht)	258.0	SF	25.88	5,968		710		$6,677
Trowel Cement Finish	8,092.0	SF	1.06	8,171		405		$8,575
Pour Slab on Grade with Pump	353.9	CY	43.19	7,147			8,139	$15,286

Estimate Detail

Chandler WRF Improvement Project GMP 2

6/21/2021

Description	Quantity		Unit Price	Labor Total	Equip Total	Mat Total	Sub Total	Total
5000 PSI Concrete	353.9	CY	188.98			66,878		$66,878
201 - Misc. Site Slabs								
Floor Edge Form (LE 1' Ht)	200.0	LF	20.24	3,598		450		$4,048
Trowel Cement Finish	454.0	SF	1.56	688		23		$710
Pour Slab on Grade with Pump	17.7	CY	78.94	988			406	$1,394
5000 PSI Concrete	17.7	CY	188.98			3,337		$3,337
607 - Slab on Metal Deck								
4X4-4/4 Mesh Sheets	1,873.0	SF	2.83	2,027		1,873	1,405	$5,305
Trowel Cement Finish	1,561.0	SF	1.06	1,576		78		$1,654
Pour Slab Over Metal Deck with Pump	33.2	CY	45.72	755			765	$1,520
Sleeves - Guardrail/Handrail at Maintenance	4.0	EA	27.05	108				$108
5000 PSI Concrete	33.2	CY	188.98			6,282		$6,282
Slab Edge Form at Metal Deck	210.0	LF	20.24	3,778		473		$4,250
Keyed Construction Joint	40.0	LF	22.06	822		60		$882
871 - Misc. Bollards								
Place Concrete Bollard Install at Maintenance	25.0	EA	336.94	5,049		1,625	1,750	$8,424
O - Aeration / Anoxic & MCC Replacement				**160,661**		**76,725**	**5,866**	**$243,252**
202 - A/B Channel Slab Expansion								
Layout Footing	102.0	LF	5.41	552				$552
Grade Beam Edge Form	102.0	SF	20.24	1,835		230		$2,064
Waterstop 6" PVC	63.0	LF	11.49	409		315		$724
Waterstop Hydrophillic	100.0	LF	19.41	541		1,400		$1,941
Waterstop 6" PVC	84.0	LF	11.49	545		420		$965
Waterstop Hydrophillic at Vault SOG	116.0	LF	19.41	628		1,624		$2,252
Floor Edge Form (LE 1' Ht)	155.0	LF	20.24	2,788		349		$3,137
Bulkheads-On Grade (LE 1' Ht)	6.0	LF	25.88	139		17		$155
Drill & Epoxy Dowel (#3,4,5) - Horizontal	100.0	EA	17.03	1,353		350		$1,703
Pour Continuous Footing /Grade Beam with Pump	3.3	CY	60.86	125			76	$201
Drill & Epoxy Dowel (#3,4,5) - Horizontal at Vault SOG	116.0	EA	17.03	1,569		406		$1,975
Trowel Cement Finish	799.0	SF	1.56	1,210		40		$1,250
Pour Slab on Grade with Pump	31.4	CY	60.86	1,191			723	$1,914
Scarify/Rough Bonding Surface	410.0	SF	2.77	1,035		103		$1,137
Form Savers for detail 2/S3.02 - #5	220.0	EA	39.05	5,952		2,640		$8,592
5000 PSI Concrete	34.7	CY	188.98			6,566		$6,566
Keyed Construction Joint	170.0	LF	9.62	1,380		255		$1,635
Inverted Key	272.0	LF	8.22	2,207		27		$2,235
Rebar Rack	136.0	LF	6.92	839		102		$941
210 - Slab on Grade Aeration (Changed Back to SOG from Deck)								
Waterstop 6" PVC	74.0	LF	11.49	480		370		$850
Waterstop Hydrophillic	174.0	LF	19.41	941		2,436		$3,377
Drill & Epoxy Dowel (#3,4,5) - Horizontal	202.0	EA	17.03	2,732		707		$3,439
Trowel Cement Finish	200.0	SF	1.06	202		10		$212
Scarify/Rough Bonding Surface	200.0	SF	2.77	505		50		$555
Sack & Patch Horizontal - H1 - Standard Finish	200.0	SF	1.06	202		10		$212
Pour Slab & Beams with Pump	15.6	CY	40.67	275			358	$633
5000 PSI Concrete	15.6	CY	188.98			2,940		$2,940
Slab Edge Form	202.0	SF	20.24	3,634		455		$4,088
Keyed Construction Joint	74.0	LF	9.62	601		111		$712
Rebar Rack	74.0	LF	6.92	456		56		$512
401 - Channel Walls								
Waterstop Hydrophillic	144.0	LF	19.41	779		2,016		$2,795
Waterstop PVC	18.0	LF	11.49	117		90		$207
Waterstop 6" PVC	13.0	LF	11.49	84		65		$149
Waterstop Hydrophillic	28.0	LF	19.41	151		392		$543
Drill & Epoxy Dowel (#3,4,5) - Vertical	30.0	EA	17.03	406		105		$511
Drill & Epoxy Dowel (#3,4,5) - Horizontal	28.0	EA	17.03	379		98		$477
Finish Wall Tops	132.0	LF	2.07	267		7		$273
Sack & Patch Vertical - V2 - Point and Patch	1,619.5	SF	1.82	2,862		81		$2,943
Form Wall On Footing (GT 6') - Hand Set	1,619.5	SF	16.50	20,811		5,911		$26,722
Pour Wall GT 10" THK GT 6' with Pump	31.5	CY	73.49	1,590			724	$2,314
Wall Bulkheads	30.5	SF	25.88	705		84		$789
5000 PSI Concrete	31.5	CY	188.98			5,951		$5,951
402 - Aeration Basin Wall								
Waterstop Hydtrophillic	40.0	LF	11.49	260		200		$460
Waterstop 6" PVC	88.0	LF	11.49	571		440		$1,011
Waterstop Retro at Vault Wall	30.0	LF	78.58	1,217		1,140		$2,357
Drill & Epoxy Dowel (#3,4,5) - Vertical at Splitter Walls	38.0	EA	17.03	514		133		$647
Drill & Epoxy Dowel (#3,4,5) - Vertical at Vault Wall	76.0	EA	17.03	1,028		266		$1,294
Finish Wall Tops	91.0	LF	2.07	184		5		$188
Sack & Patch Vertical - V2 - Point and Patch	1,300.0	SF	1.82	2,297		65		$2,362
Form Wall On Footing < 6'	208.0	SF	21.64	3,742		759		$4,501
Form Wall On Footing (GT 6') - Hand Set	1,092.0	SF	16.50	14,032		3,986		$18,018
Pour Wall GT 10" THK GT 6' with Pump	27.6	CY	60.86	1,045			635	$1,679
Wall Bulkheads	14.0	SF	25.88	324		39		$362
Set Anchor Bolts at Aeration Baffle Hood	28.0	EA	182.31	4,545		560		$5,105
5000 PSI Concrete	27.6	CY	188.98			5,214		$5,214
Boxouts at Splitter - 44SF	1.0	EA	551.05	541		10		$551

Estimate Detail

Chandler WRF Improvement Project GMP 2

6/21/2021

Description	Quantity		Unit Price	Labor Total	Equip Total	Mat Total	Sub Total	Total
500 - Columns								
Drill & Epoxy Dowel (#3,4,5) - Vertical for Columns	12.0	EA	17.03	162		42		$204
Drill & Epoxy Dowel (#3,4,5) - Vertical	16.0	EA	17.03	216		56		$272
Sack & Patch Vertical - V2 - Point and Patch	597.9	SF	1.82	1,057		30		$1,086
Pour Columns with Pump	8.7	CY	73.49	440			200	$640
5000 PSI Concrete	8.7	CY	188.98			1,647		$1,647
Column Form LE 8 Ft HT	112.0	SF	13.78	1,151		392		$1,543
Column Form 16-24' HT 16"x16"x18' Tall - 3ea	288.0	SF	13.78	2,961		1,008		$3,969
Column Form 16-24' HT	197.9	SF	13.78	2,035		693		$2,727
601 - Annoxic Basin Splitter Box								
Waterstop Hydrophillic	30.0	LF	19.41	162		420		$582
Drill & Epoxy Dowel (#3,4,5) - Horizontal at Slab Tie In Lower	18.0	EA	17.03	243		63		$306
Drill & Epoxy Dowel (#3,4,5) - Horizontal	30.0	EA	17.03	406		105		$511
Trowel Cement Finish	214.0	SF	1.06	216		11		$227
Sack & Patch Horizontal - H1 - Standard Finish	232.0	SF	1.06	234		12		$246
Pour Slab & Beams with Pump	11.8	CY	73.49	594			271	$865
5000 PSI Concrete	11.8	CY	188.98			2,235		$2,235
Panel Form Flat Slab Soffit LE 12'	-27.0	SF	59.65	-1,461		-150		($1,611)
Panel Form Flat Slab Soffit 18'-24'	82.0	SF	56.95	4,215		455		$4,670
Panel Form Flat Slab Soffit GT 24'	132.0	SF	56.95	6,785		733		$7,517
Flat Slab Reshore 18'-24'	82.0	SF	2.81	222		8		$230
Flat Slab Reshore GT 24'	132.0	SF	2.81	357		13		$370
Flat Slab Ordinary Beam Soffit LE 12' (Single Use)	27.0	SF	53.90	1,388		68		$1,455
Flat Slab Ordinary Beam Sides	18.0	SF	22.06	370		27		$397
Slab Edge Form	107.0	LF	20.24	1,925		241		$2,166
602 - Annoxic Basin Channel Deck								
Drill & Epoxy Dowel (#3,4,5) - Horizontal at Vault	120.0	EA	17.03	1,623		420		$2,043
Trowel Cement Finish	596.0	SF	1.06	602		30		$632
Sack & Patch Horizontal - H1 - Standard Finish	596.0	SF	1.06	602		30		$632
Pour Slab & Beams with Pump	23.2	CY	40.67	410			533	$943
Sleeves - Guardrail/Handrail at Aeration/Anoxic	55.0	EA	27.05	1,488				$1,488
Embed Angles at Aeration/Anoxic	186.0	LF	13.78	2,516		47		$2,562
5000 PSI Concrete	23.2	CY	188.98			4,380		$4,380
Panel Form Flat Slab Soffit LE 12'	596.0	SF	20.97	9,190		3,308		$12,498
Flat Slab Reshore LE 12'	596.0	SF	0.32	161		30		$191
Slab Edge Form	78.0	LF	20.24	1,403		176		$1,579
611 - Existing Aeration Basin Replace At Cuts								
Drill & Epoxy Dowel (#3,4,5) - Horizontal (at Replacements 12 ea x 8 Locations)	96.0	EA	17.03	1,299		336		$1,635
Trowel Cement Finish	72.0	SF	2.57	182		4		$185
Sack & Patch Horizontal - H1 - Standard Finish	72.0	SF	1.06	73		4		$76
Pour Slab & Beams with Pump	5.9	CY	123.97	592			135	$727
5000 PSI Concrete	5.9	CY	188.98			1,109		$1,109
Stick Form Flat Slab Soffit LE 12' at Replacements	72.0	SF	28.20	1,850		180		$2,030
	48.0	LF	20.24	864		108		$972
745 - Equip Pads								
Finish Pad/Island	15.0	SF	5.10	76		1		$76
Drill & Epoxy Dowel (#6,7) - Vertical at IMLR Pump Pad	8.0	EA	41.03	108		36	184	$328
Pour Pads with Pump	0.9	CY	174.46	133			20	$153
Form Pad at IMLR Pad Edge Form	20.0	LF	20.24	360		45		$405
5000 PSI Concrete	0.9	CY	188.98			165		$165
750 - Pipe Support Pedestals								
Drill & Epoxy Dowel (#3,4,5) - Vertical for Pipe Support	8.0	EA	17.03	108		28		$136
Finish Wall Tops	8.0	LF	2.07	16		0		$17
Sack & Patch Vertical - V2 - Point and Patch	64.0	SF	1.82	113		3		$116
Pour Small Wall LE 6' with Pump	1.2	CY	174.46	188			29	$217
Form Wall On Footing (GT2'-LE 6') - Hand Set	64.0	SF	11.78	658		96		$754
5000 PSI Concrete	1.2	CY	188.98			235		$235
790 - Pipe Encasements								
Form Pipe Encasement for 24" Dia Pipe x 40 LF	240.0	SF	19.49	4,318		360		$4,678
Resteel at 24" Dewatering Pipe Encasement (200 lb/cy) (Sht M-3.07)	0.9	TN	1,950.00				1,755	$1,755
Float Finish	120.0	SF	0.55	61		6		$67
Pour Slab on Grade with Pump	9.7	CY	123.97	979			223	$1,203
5000 PSI Concrete	9.7	CY	188.98			1,833		$1,833
870 - Misc. Grouting								
Grout Base Plates For Pipe Supports	78.0	EA	57.49	3,938		546		$4,484
Cutback Rebar and Repair at Demo Areas (O - Aeration & Anoxic)	1,572.0	EA	10.05	10,297		5,502		$15,799
O - Chlorine Contact Basin				**12,718**		**3,403**	**2,249**	**$18,370**
413 - Chlorine Contact Wall								
RW-48" DIP Wall Pipe 1'-8" at CCB	1.0	EA	344.63	325		20		$345
612 - Chlorine Contact Beams								
Drill & Epoxy Dowel (#3,4,5) - Vertical Into Underside of Existing CCB Deck	104.0	EA	17.03	1,407		364		$1,771

Estimate Detail

Chandler WRF Improvement Project GMP 2

6/21/2021

Description	Quantity		Unit Price	Labor Total	Equip Total	Mat Total	Sub Total	Total
Core Drilling 6" DIA x 8" Depth	11.0	EA	200.00				2,200	$2,200
Drill & Epoxy Dowel (#8+) - Horizontal	12.0	EA	19.53	162		72		$234
Sack & Patch Horizontal - H1 - Standard Finish	78.0	SF	1.06	79		4		$83
Pour Slab & Beams with Pump	2.1	CY	224.94	428			49	$477
5000 PSI Concrete	2.1	CY	188.98			400		$400
Flat Slab Ordinary Beam Soffit 18'-24' (Single Use)	34.7	SF	81.68	2,138		693		$2,832
Flat Slab Ordinary Beam Sides	78.0	SF	40.56	1,604		1,560		$3,164
Miscellaneous Deck Interior Beam Soffit at CCB Beams 16" Wide x ?' AFF)	34.7	SF	181.05	6,196		87		$6,282
870 - Misc. Grouting								
Cutback Rebar and Repair at Demo Areas (O - CCB)	58.0	EA	10.05	380		203		$583
O - Clarifiers				**213,423**		**106,432**	**8,939**	**$328,794**
410 - Clarifier Launder Walls								
Finish Wall Tops	604.0	LF	2.07	1,220		30		$1,250
Sack & Patch Vertical - V2 - Point and Patch	2,416.0	SF	1.82	4,269		121		$4,390
Buildup/Breakdown Wood Gang Wall Forms	320.0	SF	8.66	2,770				$2,770
Pour Small Wall LE 6' with Pump	39.1	CY	60.86	1,482			900	$2,383
Form Wall Radius (GT2'-LE 6') - Gang Form	2,416.0	SF	18.92	37,255		8,456		$45,711
Wall Bulkheads - Clarifier No.1	32.0	LF	25.88	740		88		$828
Wall Bulkheads - Clarifier No.2	32.0	LF	25.88	740		88		$828
5000 PSI Concrete	39.1	CY	188.98			7,398		$7,398
603 - Clarifier Trough Deck								
Waterstop Retro - Clarifier No.1	314.0	LF	78.58	12,742		11,932		$24,674
Waterstop Retro - Clarifier No.2	314.0	LF	78.58	12,742		11,932		$24,674
Drill & Epoxy Dowel (#3,4,5) - Horizontal - Clarifier No.1	942.0	EA	17.03	12,742		3,297		$16,039
Drill & Epoxy Dowel (#3,4,5) - Horizontal - Clarifier No.2	942.0	EA	17.03	12,742		3,297		$16,039
Trowel Cement Finish	1,744.0	SF	1.06	1,761		87		$1,848
Sack & Patch Horizontal - H1 - Standard Finish	1,744.0	SF	1.06	1,761		87		$1,848
Pour Slab & Beams with Pump	84.8	CY	60.86	3,210			1,950	$5,160
5000 PSI Concrete	84.8	CY	188.98			16,021		$16,021
Panel Form Flat Slab Soffit LE 12'	1,744.0	SF	27.88	40,339		8,284		$48,623
Flat Slab Reshore LE 12'	1,744.0	SF	0.32	472		87		$559
Slab Edge Form	598.0	LF	20.24	10,758		1,346		$12,103
Keyed Construction Joint	54.0	LF	22.06	1,110		81		$1,191
831 - Grout Fill - Clarifier Trough								
Trowel Finish Grout at Clarifier No.1 Trough	631.0	SF	1.06	637		32		$669
Trowel Finish Grout at Clarifier No.2 Trough	631.0	SF	1.06	637		32		$669
Grout Launder Trough Bottom 4" Thick - Clarifier No.1	7.5	CY	282.37	757		1,173	188	$2,118
Grout Launder Trough Bottom 4" Thick - Clarifier No.2	7.5	CY	282.37	757		1,173	188	$2,118
832 - Grout Fill - Clarifier Basin								
Trowel Cement Finish	15,700.0	SF	1.06	15,853		785		$16,638
Bond Agent Between Slabs	15,700.0	SF	0.35	3,171		2,355		$5,526
Scarify/Rough Bonding Surface Clarifier No.1	7,850.0	SF	1.51	9,908		1,963		$11,870
Scarify/Rough Bonding Surface Clarifier No.2	7,850.0	SF	1.51	9,908		1,963		$11,870
Pour Topping Slab with Pump	127.2	CY	45.72	2,890			2,926	$5,815
4000 PSI Grout	127.2	CY	152.84			19,441		$19,441
Grout Clarifier Bottom - Clarifier No.1	53.0	CY	58.32	1,766			1,325	$3,091
Grout Clarifier Bottom - Clarifier No.2	53.0	CY	58.32	1,766			1,325	$3,091
870 - Misc. Grouting								
Cutback Rebar and Repair at Demo Areas (O - Clarifier No.1)	240.0	EA	10.05	1,572		840		$2,412
Cutback Rebar and Repair at Demo Areas (O - Clarifier No.2)	240.0	EA	10.05	1,572		840		$2,412
Patch Pipe Penetrations at Core Locations (6" Pipe)	2.0	EA	68.92	98		40		$138
Patch Pipe Penetrations at Core Locations (30" Pipe)	2.0	EA	197.84	196		200		$396
Patch Pipe Penetrations at Core Locations (6" Pipe)	1.0	EA	68.92	49		20		$69
873 - Pipe Plug - Concrete								
Waterstop Retro for 30" Pipe Plug Clarifier No.1	20.0	LF	78.58	812		760		$1,572
Waterstop Retro for 30" Pipe Plug Clarifier No.2	20.0	LF	78.58	812		760		$1,572
Drill & Epoxy Dowel (#3,4,5) - Horizontal for 30" Pipe Plug Clarifier No.1	40.0	EA	17.03	541		140		$681
Drill & Epoxy Dowel (#3,4,5) - Horizontal for 30" Pipe Plug Clarifier No.2	40.0	EA	17.03	541		140		$681
Scarify/Rough Bonding Surface for 30" Pipe Plug Clarifier No.2	20.0	SF	2.77	50		5		$55
Scarify/Rough Bonding Surface for 30" Pipe Plug Clarifier No.1	20.0	SF	2.77	50		5		$55
Pour 30" Pipe Plug with Pump Clarifier No.1	3.0	CY	60.86	114			69	$183
Pour 30" Pipe Plug with Pump Clarifier No.2	3.0	CY	60.86	114			69	$183
5000 PSI Concrete	6.0	CY	188.98			1,134		$1,134
O - Filters				**211,510**	**18**	**124,330**	**20,478**	**$356,335**
200 - Slab on Grade								
Waterstop 6" PVC	343.0	LF	11.49	2,227		1,715		$3,942
Floor Edge Form (GT 1' Ht)	401.8	SF	20.24	7,227		904		$8,131
Trowel Cement Finish	1,783.0	SF	1.56	2,701		89		$2,790
Pour Slab on Grade with Pump	87.5	CY	78.72	4,877			2,013	$6,890
5000 PSI Concrete	87.5	CY	188.98			16,539		$16,539
Inverted Key Form	343.0	LF	6.91	1,856		515		$2,370

Estimate Detail

Chandler WRF Improvement Project GMP 2

6/21/2021

Description	Quantity		Unit Price	Labor Total	Equip Total	Mat Total	Sub Total	Total
Keyed Construction Joint at Filter SOG	390.0	LF	22.06	8,018		585		$8,603
Rebar Rack	343.0	LF	6.92	2,116		257		$2,373
203 - Filter Slab (Base Area)								
Waterstop 6" PVC	103.0	LF	11.49	669		515		$1,184
Waterstop Retro	161.0	LF	78.58	6,533		6,118		$12,651
Floor Edge Form (GT 1' Ht)	378.8	SF	20.24	6,814		852		$7,666
Drill & Epoxy Dowel (#6,7) - Vertical	220.0	EA	18.03	2,976		990		$3,966
Trowel Cement Finish	955.0	SF	1.06	964		48		$1,012
Pour Slab on Grade with Pump	46.4	CY	123.97	4,687			1,068	$5,755
5000 PSI Concrete	46.4	CY	188.98			8,773		$8,773
Grout Fillet in Filter Corner 1ea - Sheet S-3.2	5.0	CY	225.97	505		500	125	$1,130
Keyed Construction Joint	206.0	LF	15.84	2,954		309		$3,263
Rebar Rack	303.0	LF	6.92	1,869		227		$2,096
204 - Filter Slab (At Grade Area)								
Floor Edge Form (GT 1' Ht)	238.0	SF	20.24	4,282		536		$4,817
Expansion/Isolation Joint	72.0	LF	11.82	779		72		$851
Trowel Cement Finish	383.0	SF	1.06	387		19		$406
Pour Slab on Grade with Pump	29.8	CY	45.72	677			685	$1,362
5000 PSI Concrete	1.4	CY	188.98			268		$268
404 - Filter Walls (Tertiary)								
Waterstop PVC 6"	769.0	LF	11.49	4,993		3,845		$8,838
Waterstop Retro	70.0	LF	78.58	2,841		2,660		$5,501
Waterstop Hydrophillic	20.0	LF	19.41	108		280		$388
Drill & Epoxy Dowel (#3,4,5) - Vertical	160.0	EA	17.03	2,164		560		$2,724
Finish Wall Tops	397.0	LF	2.07	802		20		$822
Set Embed Plate at OWRF Filter Grating Beams	8.0	EA	168.21	866		480		$1,346
Sandblast at Construction Joint	134.8	LF	4.42	544	18	34		$595
Sack & Patch Vertical - V2 - Point and Patch	8,908.9	SF	1.82	15,742		445		$16,188
Form Buildup	1,000.0	SF	6.17	6,168				$6,168
Form Wall On Footing (GT 6') - Hand Set	8,908.9	SF	14.19	88,523		37,863		$126,386
Pour Wall GT 10" THK GT 6' with Pump	179.9	CY	60.86	6,812			4,138	$10,949
Wall Bulkheads	200.1	SF	25.88	4,627		550		$5,178
Sleeves - Guardrail/Handrail at OWRF Filters	73.0	EA	27.05	1,975				$1,975
Embed Angles at OWRF Filters	240.0	LF						
Coil Loops/Form Savers	444.0	EA						
5000 PSI Concrete	179.9	CY	188.98			33,997		$33,997
Boxouts 10sf/ea	7.0	EA	118.21	757		70		$827
745 - Equip Pads								
Finish Pad/Island	27.0	SF	4.09	109		1		$110
Drill & Epoxy Dowel at Filter Equip Pads	80.0	EA	17.03	1,082		280		$1,362
Pour Pads with Pump	1.1	CY	174.46	159			24	$183
Form Equip Pads 12"	63.0	LF	19.24	1,133		79		$1,212
5000 PSI Concrete	1.1	CY	188.98			198		$198
833 - Grout Fill - Filter Basin								
Grout Fill at Filter Bottoms 12" x 446 sf	17.0	CY	200.73	1,287		1,700	425	$3,412
870 - Misc. Grouting								
Grout Base Plates for OWRF Filter Canopy	12.0	EA	57.49	606		84		$690
Grout Base Plates For Pipe Supports	76.0	EA	57.49	3,837		532		$4,369
Cutback Rebar and Repair at Demo Areas (O - Traveling Bridge Filter)	200.0	EA	10.05	1,310		700		$2,010
Set Anchor Bolt Set for OWRF Filter Canopy	12.0	EA	172.31	1,948		120		$2,068
880 - Leak Testing								
Leak Testing	1.0	LS	12,000.00				12,000	$12,000
O - General (Temp Power, Potholing, Silo Gate)				**20,891**		**25,231**	**32,519**	**$78,641**
211 - Slab for 42" Headwall								
Floor Edge Form (LE 1' Ht)	48.0	LF	19.24	864		60		$924
Trowel Cement Finish	140.0	SF	1.06	141		7		$148
Pour Slab on Grade with Pump	5.4	CY	45.72	124			125	$249
5000 PSI Concrete	5.4	CY	188.98			1,029		$1,029
Keyed Construction Joint	38.0	LF	9.07	288		57		$345
Rebar Rack	38.0	LF	6.67	234		19		$253
417 - 42" Outlet Headwall								
42" Headwall Reinforcing including SOG (200 lb/cy)	1.2	TN	1,500.00				1,770	$1,770
Finish Wall Tops	38.0	LF	2.07	77		2		$79
Sack & Patch Vertical - V2 - Point and Patch	494.0	SF	1.82	873		25		$898
Form Wall On Footing (GT 6') - Hand Set	494.0	SF	10.75	4,570		741		$5,311
Pour Wall LE 10" THK GT 6' with Pump	6.4	CY	60.86	242			147	$390
5000 PSI Concrete	6.4	CY	188.98			1,210		$1,210
870 - Misc. Grouting								
Grout Base Plates For Elec Supports	50.0	EA	57.49	2,524		350		$2,874
872 - Pipe Encasements								
Misc Edge Forms at Encasement (FA - 36" FRP)	1.0	LS	970.02	770		200		$970
Misc Edge Forms at Encasement (FBD - 3")	1.0	LS	270.01	220		50		$270
Misc Edge Forms at Encasement (Overflow - 42")	1.0	LS	970.02	770		200		$970
Misc Edge Forms at Encasement (BD - 4")	1.0	LS	250.01	220		30		$250
Misc Edge Forms at Encasement (Dewatering - 18")	1.0	LS	400.01	330		70		$400
Misc Edge Forms at Encasement (NPW - 6")	1.0	LS	250.01	220		30		$250

Estimate Detail

Chandler WRF Improvement Project GMP 2

6/21/2021

Description	Quantity		Unit Price	Labor Total	Equip Total	Mat Total	Sub Total	Total
Misc Edge Forms at Encasement (PW - 6")	2.0	LS	250.01	440		60		$500
Misc Edge Forms at Encasement (Drain - 4") at New Filters	1.0	LS	250.01	220		30		$250
Pour Encasement for FA - 36" FRP with Pump	56.0	CY	229.18	3,110		8,436	1,288	$12,834
Pour Encasement for FBD - 3" with Pump	9.6	CY	229.18	533		1,446	221	$2,200
Pour Encasement for Overflow - 42" with Pump	38.2	CY	229.18	2,121		5,755	879	$8,755
Pour Encasement for BD - 4" with Pump	4.6	CY	229.18	255		693	106	$1,054
Pour Encasement for Dewatering - 18" with Pump	10.0	CY	229.18	555		1,507	230	$2,292
Pour Encasement for NPW - 6" with Pump	3.4	CY	229.18	189		512	78	$779
Pour Encasement for Under Structure PW - 6" with Pump	1.8	CY	229.18	100		271	41	$413
Pour Encasement for PW - 6" with Pump	2.5	CY	229.18	139		377	58	$573
Resteel at 36" FA Pipe Encasement (200 lb/cy)	5.6	TN	1,950.00				10,920	$10,920
Resteel at 3" FBD Pipe Encasement (200 lb/cy)	1.0	TN	1,950.00				1,872	$1,872
Resteel at 42" Overflow Pipe Encasement (200 lb/cy)	3.8	TN	1,950.00				7,449	$7,449
Resteel at 4" BD Pipe Encasement (200 lb/cy)	0.5	TN	1,950.00				897	$897
Resteel at 18" Dewatering Pipe Encasement (200 lb/cy)	1.0	TN	1,950.00				1,950	$1,950
Resteel at 6" NPW Pipe Encasement (200 lb/cy)	0.3	TN	1,950.00				663	$663
Resteel at 6" PW Pipe Encasement (200 lb/cy)	0.4	TN	1,950.00				839	$839
Pour Encasement for Drain - 4" with Pump at New Filters	13.7	CY	229.18	761		2,064	315	$3,140
Resteel at 4" Drain Pipe Encasement (200 lb/cy) at New Filters	1.4	TN	1,950.00				2,672	$2,672
O - RAS/WAS Pump Station				**6,540**		**2,563**	**169**	**$9,272**
201 - Misc. Site Slabs								
Hatches 6'x6' at RAS/WAS	1.0	EA	432.84	433				$433
Form New Hatch Replacement	100.0	SF	16.53	1,353		300		$1,653
Pour New Hatch with Pump	2.0	CY	275.43	505			46	$551
5000 PSI Concrete	2.0	CY	188.98			378		$378
745 - Equip Pads								
Finish Pad/Island	69.0	SF	2.07	139		3		$143
Drill & Epoxy Dowel (#6,7) - Vertical	40.0	EA	18.03	541		180		$721
Pour Pads with Pump	5.4	CY	174.46	813			123	$936
Form Pads at RAS/WAS Pump Station - 5ea	74.0	LF	20.24	1,331		167		$1,498
5000 PSI Concrete	5.4	CY	188.98			1,014		$1,014
870 - Misc. Grouting								
Grout Base Plates For Pipe Supports	13.0	EA	57.49	656		91		$747
Cutback Rebar and Repair at Demo Areas (O - RAS/WAS)	80.0	EA	10.05	524		280		$804
Patch Pipe Penetrations at Core Locations (6" & 12" Pipe)	5.0	EA	78.92	245		150		$395
O - Reservoir				**853,353**		**810,188**	**80,680**	**$1,744,221**
207 - Slab on Grade (Sludge Holding/Reservoir)								
Waterstop 6" PVC	1,964.0	LF	11.49	12,751		9,820		$22,571
Waterstop Retro at N. End Tie In	116.0	LF	78.58	4,707		4,408		$9,115
Waterstop 6" PVC (Reservoir at Wall Base Inverted Key)	706.0	LF	11.49	4,584		3,530		$8,114
Floor Edge Form (GT 1' Ht)	967.5	SF	20.24	17,405		2,177		$19,582
Bulkheads-On Grade (GT 1' Ht)	1,964.0	SF	25.88	45,427		5,401		$50,828
Drill & Epoxy Dowel (#6,7) - Horizontal at N. End Tie In	85.0	EA	18.03	1,150		383		$1,532
Trowel Cement Finish	20,027.0	SF	0.55	10,111		1,001		$11,112
Float Finish	57.0	SF	0.55	29		3		$32
Pour Slab on Grade with Pump	1,086.6	CY	45.72	24,687			24,993	$49,680
Place Concrete Fillets at Reservoir Corners 4 ea at 11cy/ea	44.0	CY	22.72	1,000				$1,000
Sandblast Concrete at N. Tie In 3' Tall	249.0	SF	1.76	377		62		$439
6000 PSI Concrete	1,130.6	CY	196.98			222,712		$222,712
Keyed Construction Joint	706.0	LF	9.62	5,730		1,059		$6,789
Keyed Construction Joint (Reservoir Wall Base Inverted Key)	706.0	LF	9.62	5,730		1,059		$6,789
Rebar Rack	706.0	LF	6.92	4,355		530		$4,884
405 - Walls (Reservoir)								
Waterstop 6" PVC	243.0	LF	11.49	1,578		1,215		$2,793
Waterstop 6" PVC at Wall Top & Upper Bottom	541.0	LF	11.49	3,512		2,705		$6,217
Waterstop Retro in Wall Tie in	42.0	LF	78.58	1,704		1,596		$3,300
Waterstop 6" PVC	402.0	LF	11.49	2,610		2,010		$4,620
Waterstop Retro	56.0	LF	78.58	2,272		2,128		$4,400
Blockouts GT 2' Medium	48.0	LF	16.03	649		120		$769
Drill & Epoxy Dowel (#6,7) - Vertical	120.0	EA	18.03	1,623		540		$2,163
Finish Wall Tops	696.0	LF	2.07	1,406		35		$1,440
Drill & Epoxy Dowel (#6,7) - Horizontal in Reservoir Tie in Walls	112.0	EA	18.03	1,515		504		$2,019
Finish Wall Tops	282.0	LF	2.07	569		14		$584
Sack & Patch Vertical - V2 - Point and Patch	23,281.0	SF	1.82	41,138		1,164		$42,302
Buildup/Breakdown Wood Gang Wall Forms	2,160.0	SF	6.17	13,323				$13,323
Form Walls (<6' Handset)	4,489.0	SF	19.75	73,835		14,814		$88,648
Form Walls >6' Gang Form	18,792.0	SF	9.47	115,908		62,014		$177,922
Pour Walls >6'	365.4	CY	60.86	13,836			8,404	$22,240
Pour Walls <6'	87.3	CY	60.86	3,305			2,008	$5,313
Wall Key Forms - Horizontal at Wall Top (Underpin at Exterior Wall)	541.0	LF	5.91	2,927		271		$3,198
Wall Key Forms - Horizontal	376.0	LF	5.91	2,034		188		$2,222

Estimate Detail

Chandler WRF Improvement Project GMP 2

6/21/2021

Description	Quantity		Unit Price	Labor Total	Equip Total	Mat Total	Sub Total	Total
Wall Bulkheads	324.0	SF	25.88	7,494		891		$8,385
Overfloew-42" DIP Wall Pipe 1'-8" at Reservoir	1.0	EA	344.63	325		20		$345
RW-48" DIP Wall Pipe 1'-8" at Reservoir	1.0	EA	344.63	325		20		$345
6000 PSI Concrete	452.7	CY	196.98			89,170		$89,170
Boxouts 24sf/ea	2.0	EA	172.31	325		20		$345
Rebar Rack Misc Walls	688.0	LF	6.92	4,244		516		$4,760
500 - Columns								
Sack & Patch Vertical - V2 - Point and Patch	1,713.8	SF	1.82	3,028		86		$3,114
Pour Columns with Pump	33.0	CY	60.86	1,249			759	$2,008
6000 PSI Concrete	33.0	CY	196.98			6,499		$6,499
Column Form 8-16' HT	1,713.5	SF	11.78	17,615		2,570		$20,185
605 - Deck (Reservoir)								
Hatches 5'x5' at Reservoir	2.0	EA	432.84	866				$866
Hatches 7'x5' at Reservoir	3.0	EA	432.84	1,299				$1,299
Waterstop 6" PVC	798.0	LF	11.49	5,181		3,990		$9,171
Waterstop Retro	67.0	LF	78.58	2,719		2,546		$5,265
Waterstop Hydrophillic	123.0	LF	19.41	665		1,722		$2,387
Drill & Epoxy Dowel (#6,7) - Horizontal	240.0	EA	18.03	3,246		1,080		$4,326
Trowel Cement Finish	19,871.0	SF	0.58	10,609		994		$11,602
Sack & Patch Vertical - V2 - Point and Patch	574.6	SF	1.82	1,015		29		$1,044
Sack & Patch Horizontal - H1 - Standard Finish	19,967.0	SF	0.25	4,032		998		$5,031
Pour Structural Slab & Beam with Pump	50.3	CY	40.67	888			1,156	$2,045
Pour Slab & Beams with Pump	1,142.8	CY	40.68	20,203			26,285	$46,489
Form Savers #6	44.0	EA	39.05	1,190		528		$1,718
Embed Angles at Reservoir	37.0	LF	13.53	500				$500
6000 PSI Concrete	1,193.1	CY	196.98			235,018		$235,018
Grout Outlet Box Bottom in Reservoir Box Sht S-3.66	3.0	CY	259.63	404		300	75	$779
Panel Form Flat Slab Soffit 12'-18' (Main Deck)	-72.0	SF	18.60	-925		-414		($1,339)
Panel Form Flat Slab Soffit 12'-18' (Main Deck)	18,729.0	SF	19.65	260,426		107,692		$368,118
Panel Form Flat Slab Soffit 12'-18' (Boxes)	219.0	SF	31.45	5,628		1,259		$6,888
Panel Form Flat Slab Soffit 12'-18' (Boxes)	923.0	SF	31.45	23,721		5,307		$29,028
Flat Slab Reshore 12'-18'	18,948.0	SF	0.37	5,126		1,895		$7,021
Flat Slab Reshore 18'-24'	923.0	SF	0.48	350		92		$442
Drop Panel Edge Forms (Reservior 9'x9'x16" - 12ea)	574.6	SF	17.67	8,860		1,293		$10,153
Flat Slab Ordinary Beam Soffit LE 12' (Single Use)	72.0	SF	25.76	1,480		374		$1,855
Flat Slab Ordinary Beam Sides	96.0	SF	24.31	1,974		360		$2,334
Slab Edge Form	1,158.0	LF	20.24	20,832		2,606		$23,438
Keyed Construction Joint	774.0	LF	22.06	15,913		1,161		$17,074
870 - Misc. Grouting								
Grout Base Plates For Pipe Supports	15.0	EA	57.49	757		105		$862
880 - Leak Testing								
Leak Testing	1.0	LS	17,000.00				17,000	$17,000
O - Roads / Sitework				**541**		**678**		**$1,219**
900 - Concrete Repair Allowances								
5000 PSI Concrete	2.0	CY	188.98			378		$378
Form & Place Concrete Light Pole Base (Sheet D-3.01)	1.0	EA	841.05	541		300		$841
O - Splitter Box Mods				**909**		**1,134**	**138**	**$2,181**
873 - Pipe Plug - Concrete								
Pour Conc Fill in 24" at West Res Inlet/Out Chamber Pipe with Pump (Sht D-3.30) - 2 ea	6.0	CY	174.46	909			138	$1,047
5000 PSI Concrete	6.0	CY	188.98			1,134		$1,134
Z - General Requirements (both plants)				**517,394**	**273,146**	**286,427**		**$1,499,483**
Project/Field Supervision								
Assistant Project Manager (Kim Young)	42.0	WK	4,354.78	182,901				$182,901
Concrete Superintendent (Jose Vega)	41.6	WK	4,995.16	207,799				$207,799
General Carpentry								
Building Layout (Crew)	25.6	HR	63.64	1,629				$1,629
BIM / VDC Services	704.0	HR	90.00			63,360		$63,360
Concrete Washout	4,440.0	CY	3.00			13,320		$13,320
Concrete Washout Labor	4,440.0	CY	2.28	10,131				$10,131
Job Support Items								
Double Wide Trailers (Airport)	3.0	MO	1,441.00			4,323		$4,323
Tool Trailer	14.4	MO	151.78		2,186			$2,186
Storage Trailer	14.4	MO	151.78		2,186			$2,186
Motorola Radios	98.0	MO	75.00			7,350		$7,350
Water Distribution	36,816.6	MH	0.31	11,533				$11,533
Drinking Water/Cups	36,816.6	MH	0.18			6,627		$6,627
First Aid	8.0	MO	175.00			1,400		$1,400
Personal Protective Gear	36,816.6	MH	1.25			46,021		$46,021
Temp. Site Barricades-Wood Rail	1,500.0	LF	7.98	4,464		7,500		$11,964
Temp Ladders/Stairs	9.0	EA	516.51	1,049		3,600		$4,649
Fire Extinguishers	9.0	EA	150.00			1,350		$1,350
Control Logistics								
Yard Charges/Services	6.4	MO	500.00			3,200		$3,200
Rebar Protection	1.0	LS	2,800.00			2,800		$2,800
Safety Programs	36,816.6	MH	0.29			10,677		$10,677
Drug Testing	36,816.6	MH	0.12			4,418		$4,418

Estimate Detail

Chandler WRF Improvement Project GMP 2

6/21/2021

Description	Quantity		Unit Price	Labor Total	Equip Total	Mat Total	Sub Total	Total
Structural Consultant	1.0	LS	3,000.00			3,000		$3,000
Equipment Cost								
Rough Terrain Crane-65 Ton	9.0	MO	27,022.40	97,889	145,313			$243,202
Crane - Move In/Out - RT	6.0	EA	2,250.00		13,500			$13,500
Small Tools	36,816.6	MH	1.50			55,225		$55,225
Concrete Equipment- Finishers	4,440.0	CY	6.00			26,640		$26,640
Forklift - Petibone 8000	11.0	MO	3,244.74		35,692			$35,692
Boom Lift	2.0	MO	3,931.16		7,862			$7,862
Scissor Lift	32.0	MO	822.10		26,307			$26,307
Compressor 175 CFM	8.0	MO	944.77		7,558			$7,558
Generator 25KW	2.0	EA	2,776.22		5,552			$5,552
Light Plants	25.6	MO	824.74		21,113			$21,113
Fuel, Oil & Parts-Equip	104,085.3	%	0.20			20,817		$20,817
Pickup Trucks Jobsite	9.6	MO	612.19		5,877			$5,877
Fuel, Oil & Parts-PU/Van/Gator	9.6	MO	500.00			4,800		$4,800
Contractor Fee @ 9%	4,694,605.3	%	0.09					$422,514
03A – Concrete & Reinforcing Total				**2,480,544**	**273,279**	**1,754,571**	**186,211**	**$5,117,120**

Chandler WRF
GMP 2
Self-Perform Concrete Ready-mix Analysis
Sunday, July 19, 2020
SALES TAX TO BE APPLIED TO PRICING:

MODIFY SALMON COLOR INPUT CELLS ONLY

Mix	*AZ Materials*	*Hanson*	*Cemex*	*Average*	*Estimate*
3,000 PSI - Sidewalks, Curbs, Gutters, Fill, Encasements	$ 147.08	$ 155.46	$ 141.53	*$ 113.85*	
5,000 PSI - All Concrete UNO	$ 188.98	$ 195.88	$ 187.83	*$ 146.35*	***$ 192.55***
6,000 PSI - Ocotillo Reservoir	$ 196.98	$ 206.88	$ 193.83	*$ 152.60*	***$ 200.55***
Grout	$ 152.84	$ 155.53	$ 155.18	*$ 118.29*	***$ 156.40***
LSUM TOTAL:	**$ 1,132,143**	**$ 1,180,670**	**$ 1,120,141**	***$ 876,884***	***$ 1,153,168***

Arizona Materials

Customer Service: 602-278-7777
Fax: 602-278-3077
3636 S 43rd Ave
Phoenix, AZ 85009

PROJECT QUOTATION

CUSTOMER:	McCarthy Building Companies, Inc.	**PROJECT:**	Chandler WRF Improvements
Contact:	Zack McDonald	Address:	Airport & Water Compass Locations
Phone:	480-262-7261	City,State,Zip:	CHANDLER, AZ, 8500
Fax:		Quote ID:	1602 (10)
Email:	zmcdonald@mccarthy.com	Total Qty:	5,900 CYD (Estimated)

Concrete Products

Qty	Description	Mix Id	Price	Comments
2900	6000 PSI W/Ash	16000	$135.50	6000 PSI .40 W/C
8	6000 PSI Flowable	16050	$138.50	6000 PSI FLOW .40 W/C
2800	MAG AAA, 5000 PSI	15004	$135.50	5000 PSI .40 W/C
8	5000 PSI, MAG AAA Flowable	15054	$138.50	5000 PSI FLOW .40 W/C
8	5000 PSI 1" Rock W/Ash	15000	$127.50	CLASS A 5000 .45 W/C
8	5000 PSI Flowable	15050	$130.50	CLASS A 5000 .45 W/C FLOW
144	MAG-A 3000 PSI	13004	$117.50	CLASS B 3000 .55 W/C
8	3000 PSI MAG A Flowable	13054	$120.50	CLASS B 3000 .55 W/C FLOW
8	2000 PSI MAG C	12004	$115.50	
8	2000 PSI, MAG C Flowable	12054	$118.50	

UTILITY RED IN 13004 & 13054, ADDS $22.00 YD
QUOTED AS 90 DEGREE MAX TEMP. IF AIR ENTRAINMENT IS REQUIRED ADD $12.00 YD
ALL CONCRETE IS QUOTED AS NON AIR ENTRAINED. ALL QUALIFYING TESTS REQUIRED OF THE CONCRETE WILL BE AT THE CONTRACTORS EXPENCE.

Add-On Products

Chilled Water : $0.00/Per Yard
Hot Water : $1.00/Per Yard
Nitro : $9.50/Per Yard

Price Increase and Quote Expiration

Concrete pricing subject to change in the event of cement / fly ash allocations and / or unanticipated cement / fly ash price increases.

Price Increase #1 : Add $8.00/CYD on 04/01/2022
All prices expire on quoted expiration date. 12/31/2022

Charges and Fees

Environmental : $/Each
Fuel Surcharges : $/Each
SHORTLOAD CHARGES : $200.00/Each

Arizona Materials accepts no responsiblity for any damage to curb and beyond curb line. It will be Buyers reponsibility to contact Arizona Materials Quality Control Department with any concrete issue/concerns within 48 hours after placement. Buyer is responsible to provide safe access to point of delivery. All materials are produced in conformance with ACI / ASTM standards. Mixes quoted below, unless otherwise stated, conform to no specific water cement ratio, minimum sack content, shrinkage, temperature requirement, or the plans and specifications of this project.
All colored concrete loads have a 3 yard minimum.
Arizona Materials cannot guarantee compressive strengths of 5000 PSI or below for loads less than 3 yards.
5000 PSI or above must be 5 yards or more to quarantee compressive strength.

Payment is due and payable on or before the 15th day of the month following to receive 2% discount. Account must be current in full to be eligible to apply discount. A service charge not to exceed the maximum allowed by law applies on unpaid invoice amounts beginning the 1st day of the month following due date and daily thereafter until paid in full. Should litigation be commenced to enforce payment, the prevailing party is entitled to reimbursement of reasonable attorney fees and court costs.

Buyer has 30 days to validate quote with P.O. , signing issued quote, or written verification.

Prepared and Submitted By:		Acceptance (void if not accepted before 05/07/2021)	
Name:	Frank Campbell	Signature	Date
Date:	04/07/2021	Print Name	
Phone:	6027217259	Title	
Fax:		Company	
Email:	fcampbell@azmatl.com		

Corporate Offices:
3636 S. 43rd Avenue
Phoenix, AZ 85009
Phone: 602-278-7777
Fax: 602-442-6905
www.arizonamaterials.net

Terms and Conditions of Sale

Additives
Hot / Chilled Water - $1.00 per cubic yard
Nitrogen Cooling - $9.50 per cubic yard
Non-Chloride Accelerator - $1.50 per unit
Recover - $2.00 per 1/2 Hour

Fiber
Micro Fiber - $6.00 per yard
Macro Fiber (Structural) - Priced as Quoted

Color
Standard Liquid Color - See mix detail for per yard pricing
Color Washout - $25.00 per load

Delivery
Fuel Surcharge - $15.00 per load
Wash Out System Buckets - $25.00 per load (requested at time of order)
Standby Charges - $1.50 per minute beyond 6 minutes per cubic yard
Short Load Charges - 6 yards or less $200.00 per load
Environmental Fee - $25.00 per load

All order backs/split loads under 11 yds on one order are subject to Short Load Charges.
Weekend Delivery - $50.00 per load
Plant Opening Charge - $500.00/hr, 4 hour minimum
Sunday / Holiday Opening - $750.00/hr, 4 hour minimum

Concrete Pricing subject to change in the event of cement / fly ash allocations and/or unanticipated cement / fly ash price increases.

All materials are produced in conformance with ACI / ASTM Standards.

Contractor is responsible to provide safe access to the point of delivery.

Arizona Materials accepts no responsibility for damages to any curb and beyond the curb line.

It is Contractors responsibility to contact Arizona Materials Quality Control Department with any

MARDIAN CONCRETE PUMPING CO.

Concrete Pump and Laser Screed Operated & Maintained Quotation

221 S. 35th Avenue
Phoenix, AZ 85009

Date: 3/19/2021
Expires: 4/18/2021

Customer Information		Job Information			
Customer Name:	McCarthy Building Co	**Job Name:**	AWRF		
Contact:	Ben Whitlock	**Location:**	Arizona Ave. & Queen Creek Rd		
Address:	6225 N. 24th Street # 200	**Address:**	905 E Queen Creek Rd.		
City/St/Zip:	Phoenix,AZ 85016	**City/St/Zip:**	Chandler AZ 85286		
Business Phone:	480-449-4700	**Start Date:**	TBD		
Business Fax:	480-449-4747	**Job Time:**	TBD		
Mobile:	602-320-7837	**Duration:**	TBD	**PO #:**	TBD
E-mail:	bwhitlock@mccarthy.com	**Work:**	General Pumping		

Directions:

Equipment Size:	17/20 Meter	31Z/32 Meter	36Z Meter	38Z/39 Meter
Boom Length:	43'-55'	87'-93'	105'	108'-115'
Minimum Rental:	N/A	N/A	N/A	N/A
Move In:	Hourly	Hourly	Hourly	Hourly
Setup:	Hourly	Hourly	Hourly	Hourly
PERMIT:	$20.00	$20.00	$20.00	$20.00
Operate:	$115.00	$120.00	$130.00	$145.00
Pump Yardage:	$2.50	$2.50	$2.50	$2.50
Screed Square Footage:	N/A	N/A	N/A	N/A
Tear Down:	Hourly	Hourly	Hourly	Hourly
Move Out:	Hourly	Hourly	Hourly	Hourly
Overtime:	$40. Per Hr after 8 Hrs	$40. Per Hr after 8 Hrs	$40. Per Hr after 8 Hrs	$40. Per Hr after 8 Hrs
Subsistence:	N/A	N/A	N/A	N/A

Special Terms:

Notes:

8% FUEL / INSURANCE SURCHARGE APPLIES TO ALL INVOICES

THE FOLLOWING TERMS AND CONDITIONS APPLY:
(1) Straight time hours are Monday-Friday before 4:00 p.m. and not exceeding 8 hours, excluding holidays. Any work performed outside of these hours will be at the customer's request and billed at the appropriate premium rate. Crews working with a double time craft shall receive double time pay. **(2)** Curfew travel restrictions are from 7:00 a.m. to 9:00 a.m. and from 4:00 p.m. to 6:00 p.m.. During these times, labor only will be charged to the customer at the Stand By rate plus overtime if applicable. **(3)** Customer agrees that all work and contractual rights shall be pursuant to the terms and conditions of the Mardian Concrete Pumping Co. ("Mardian") Short Term Lease Agreement, whether provided upon delivery or as requested by customer. **(4)** Customer agrees that it is responsible for a clear, level, and compacted surface, and for clearance of any overhead obstructions. Restricted jobsites, and site changes are all subject to additional charges. Mardian is not responsible for damage to existing street, curb, driveway, landscaping, or sidewalk due to ingress, egress, or stabilization of Mardian's equipment. **(5)** Customer agrees that it is responsible for all street closures, traffic management, barricading, and any applicable expenses and taxes. If customer requires Owner Controlled Insurance coverage or certified payroll notice must be provided to Mardian 72 hours prior to job start. **(6)** Equipment is subject to availability. **(7)** Customer agrees that this offer is accepted upon ordering the equipment and is not the entire agreement. **(8)** Where Mardian will be pumping in a remote area, Mardian will assume no responsibility, nor allow any back charge for lost time and/or materials in the event of equipment failure. **(9)** Customer agrees to have a person authorized to sign Short Term Lease Agreement on behalf of Customer be present at start of job to sign Short Term Lease Agreement. **(10)** Certified payroll required will be charged a one time fee of $150.00.

Please call with any questions. Thank you for the opportunity to quote this job.

Sale Rep. PHIL McCAIN **Mobile:** 602-980-8526
Business: **E-Mail:** PMcCAIN@MardianConcretePumping.com
Business Fax: (602) 352-8055 **Sales ID:** 378

221 S. 35th Avenue
Phoenix AZ, 85009
602-272-2671

4142 E. Tennessee
Tucson, AZ 85714
520-748-8636

2703 E. Industrial Dr.
Flagstaff, AZ 86004
928-526-4966

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Business Phone:	480-449-4700	**Start Date:**	TBD		
Business Fax:	480-449-4747	**Job Time:**	TBD		
Mobile:	602-320-7837	**Duration:**	TBD	**PO #:**	TBD
E-mail:	bwhitlock@mccarthy.com	**Work:**	General Pumping		

Directions:

Equipment Size:	41/42 Meter	45/47 Meter	52 Meter	56Z Meter
Boom Length:	120'-125'	135'-141'	152'	163'
Minimum Rental:	N/A	N/A	N/A	N/A
Move In:	Hourly	Hourly	Hourly	Hourly
Setup:	Hourly	Hourly	Hourly	Hourly
PERMIT:	$20.00	$20.00	$20.00	$20.00
Operate:	$155.00	$180.00	$195.00	$220.00
Pump Yardage:	$2.50	$2.75	$3.00	$3.50
Screed Square Footage:	N/A	N/A	N/A	N/A
Tear Down:	Hourly	Hourly	Hourly	Hourly
Move Out:	Hourly	Hourly	Hourly	Hourly
Overtime:	$40. Per Hr after 8 Hrs	$40. Per Hr after 8 Hrs	$40. Per Hr after 8 Hrs	$40. Per Hr after 8 Hrs
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Customer Information		Job Information			
Customer Name:	McCarthy Building Co	**Job Name:**	AWRF		
Contact:	Ben Whitlock	**Location:**	Arizona Ave. & Queen Creek Rd		
Address:	6225 N. 24th Street # 200	**Address:**	905 E Queen Creek Rd.		
City/St/Zip:	Phoenix,AZ 85016	**City/St/Zip:**	Chandler AZ 85286		
Business Phone:	480-449-4700	**Start Date:**	TBD		
Business Fax:	480-449-4747	**Job Time:**	TBD		
Mobile:	602-320-7837	**Duration:**	TBD	**PO #:**	TBD
E-mail:	bwhitlock@mccarthy.com	**Work:**	General Pumping		

Directions:

Equipment Size:	**Telebelt**	**61 Meter**	**63 Meter**	**65 Meter**
Boom Length:	110'	184'	191'	197'
Minimum Rental:	N/A	N/A	N/A	N/A
Move In:	Hourly	Hourly	Hourly	Hourly
Setup:	Hourly	Hourly	Hourly	Hourly
PERMIT:	N/A	$20.00	$20.00	$20.00
Operate:	$195.00	$250.00	$265.00	$295.00
Pump Yardage:	$2.75	$3.75	$4.25	$4.25
Screed Square Footage:	N/A	N/A	N/A	N/A
Tear Down:	Hourly	Hourly	Hourly	Hourly
Move Out:	Hourly	Hourly	Hourly	Hourly
Overtime:	$40. Per Hr after 8 Hrs	$40. Per Hr after 8 Hrs	$40. Per Hr after 8 Hrs	$40. Per Hr after 8 Hrs
Subsistence:	N/A	N/A	N/A	N/A

Special Terms:

Notes:

8% FUEL / INSURANCE SURCHARGE APPLIES TO ALL INVOICES

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Please call with any questions. Thank you for the opportunity to quote this job.

Sale Rep. PHIL McCAIN **Mobile:** 602-980-8526
Business: **E-Mail:** PMcCAIN@MardianConcretePumping.com
Business Fax: (602) 352-8055 **Sales ID:** 378

221 S. 35th Avenue
Phoenix AZ, 85009
602-272-2671

4142 E. Tennessee
Tucson, AZ 85714
520-748-8636

2703 E. Industrial Dr.
Flagstaff, AZ 86004
928-526-4966

MARDIAN CONCRETE PUMPING CO.

Concrete Pump and Laser Screed Operated & Maintained Quotation

221 S. 35th Avenue
Phoenix, AZ 85009

Date: 3/19/2021
Expires: 4/18/2021

Customer Information		Job Information			
Customer Name:	McCarthy Building Co	**Job Name:**	OWRF		
Contact:	Ben Whitlock	**Location:**	Queen Creek & Old Price Rd.		
Address:	6225 N. 24th Street # 200	**Address:**	3333 S Old Price Rd.		
City/St/Zip:	Phoenix,AZ 85016	**City/St/Zip:**	Chandler AZ 85248		
Business Phone:	480-449-4700	**Start Date:**	TBD		
Business Fax:	480-449-4747	**Job Time:**	TBD		
Mobile:	602-320-7837	**Duration:**	TBD	**PO #:**	TBD
E-mail:	bwhitlock@mccarthy.com	**Work:**	General Pumping		

Directions:

Equipment Size:	17/20 Meter	31Z/32 Meter	36Z Meter	38Z/39 Meter
Boom Length:	43'-55'	87'-93'	105'	108'-115'
Minimum Rental:	N/A	N/A	N/A	N/A
Move In:	Hourly	Hourly	Hourly	Hourly
Setup:	Hourly	Hourly	Hourly	Hourly
PERMIT:	$20.00	$20.00	$20.00	$20.00
Operate:	$115.00	$120.00	$130.00	$145.00
Pump Yardage:	$2.50	$2.50	$2.50	$2.50
Screed Square Footage:	N/A	N/A	N/A	N/A
Tear Down:	Hourly	Hourly	Hourly	Hourly
Move Out:	Hourly	Hourly	Hourly	Hourly
Overtime:	$40. Per Hr after 8 Hrs	$40. Per Hr after 8 Hrs	$40. Per Hr after 8 Hrs	$40. Per Hr after 8 Hrs
Subsistence:	N/A	N/A	N/A	N/A

Special Terms:

Notes:

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Customer Information		Job Information			
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Contact:	Ben Whitlock	**Location:**	Queen Creek & Old Price Rd.		
Address:	6225 N. 24th Street # 200	**Address:**	3333 S Old Price Rd.		
City/St/Zip:	Phoenix,AZ 85016	**City/St/Zip:**	Chandler AZ 85248		
Business Phone:	480-449-4700	**Start Date:**	TBD		
Business Fax:	480-449-4747	**Job Time:**	TBD		
Mobile:	602-320-7837	**Duration:**	TBD	**PO #:**	TBD
E-mail:	bwhitlock@mccarthy.com	**Work:**	General Pumping		

Directions:

Equipment Size:	**41/42 Meter**	**45/47 Meter**	**52 Meter**	**56Z Meter**
Boom Length:	120'-125'	135'-141'	152'	163'
Minimum Rental:	N/A	N/A	N/A	N/A
Move In:	Hourly	Hourly	Hourly	Hourly
Setup:	Hourly	Hourly	Hourly	Hourly
PERMIT:	$20.00	$20.00	$20.00	$20.00
Operate:	$155.00	$180.00	$195.00	$220.00
Pump Yardage:	$2.50	$2.75	$3.00	$3.50
Screed Square Footage:	N/A	N/A	N/A	N/A
Tear Down:	Hourly	Hourly	Hourly	Hourly
Move Out:	Hourly	Hourly	Hourly	Hourly
Overtime:	$40. Per Hr after 8 Hrs	$40. Per Hr after 8 Hrs	$40. Per Hr after 8 Hrs	$40. Per Hr after 8 Hrs
Subsistence:	N/A	N/A	N/A	N/A

Special Terms:

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Business Phone:	480-449-4700	**Start Date:**	TBD		
Business Fax:	480-449-4747	**Job Time:**	TBD		
Mobile:	602-320-7837	**Duration:**	TBD	**PO #:**	TBD
E-mail:	bwhitlock@mccarthy.com	**Work:**	General Pumping		

Directions:

Equipment Size:	**Telebelt**	**61 Meter**	**63 Meter**	**65 Meter**
Boom Length:	110'	184'	191'	197'
Minimum Rental:	N/A	N/A	N/A	N/A
Move In:	Hourly	Hourly	Hourly	Hourly
Setup:	Hourly	Hourly	Hourly	Hourly
PERMIT:	N/A	$20.00	$20.00	$20.00
Operate:	$195.00	$250.00	$265.00	$295.00
Pump Yardage:	$2.75	$3.75	$4.25	$4.25
Screed Square Footage:	N/A	N/A	N/A	N/A
Tear Down:	Hourly	Hourly	Hourly	Hourly
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Overtime:	$40. Per Hr after 8 Hrs	$40. Per Hr after 8 Hrs	$40. Per Hr after 8 Hrs	$40. Per Hr after 8 Hrs
Subsistence:	N/A	N/A	N/A	N/A

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Chandler WRF Improvements Project
GMP 2 Work Category Solicited Subcontractors Summary
Work Category: **03A Concrete and Reinforcing**

Subcontractor/Supplier Name	***Status***
Tyler Reinforcing	*Recommended*
Harris Rebar	*Proposed*
CMC Rebar	*Proposed*
Sun Coast	*Proposed*
Paradise Rebar	*Declined*
Border Construction Specialties	*Declined*
Endo Steel	*Declined*

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **03A.1 - Concrete Reinforcing**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	Tyler Reinforcing	Harris Rebar	CMC Rebar	Sun Coast	Paradise Rebar Inc.
		Joel Byko	Chad Jones	Phillippe Marcus	John Walsh	Phil Boone
		(520) 403-9383	(480) 431-7278	602-577-2495	(480) 404-2625	602-447-0839
		joel@tylerreinforcing.com	chjones@harrisrebar.com	philippe.marcus@cmc.com	jwalsh@suncoast-pt.com	philb@paradisereabar.com
	TOTAL WORK CATEGORY PACKAGE VALUE	**$879,869**	**$883,429**	**$1,337,000**	**$1,010,158**	**Declined**
	MCCARTHY SUBCONTRACT & FRONT END TERMS					
1	Compliant with McCarthy Front Ends	Yes	Yes	Yes	Yes	
2	Bid Submitted on McCarthy Bid Form	Yes	Yes	Yes	Yes	
3	Bid Bond Included with Bid (if over $250k Sub/$500k Supplier)	Yes	Pending	Yes	Yes	
4	Current Bank Reference Letter that shows Subcontractor or Vendor is in good standing. (The date on the letter provided should be within the last 30 days and the letter should include the status of their line of credit.)	Pending	Pending	Pending	Pending	
5	Surety Company	Merchants National	Federal Insurance	Liberty Mutual	Zurich/Fidelity	
6	Surety AM Best Rating (Must be A- or Better)	A	A++	A	A+	
7	AM Best Financial Size X($500M to $750M) or higher	VIII	XV	XV	XV	
8	Anticipated contract amount is less than the Federal UW Limit as listed on the Treasury Listing	Yes	Yes	Yes	Yes	
9	Bond/CDI Cost	1.295%	1.295%	1.295%	1.295%	
10	Included Insurance Requirements (Per Matrix)	Yes	Yes	Yes	Yes	
11	GL Insurance Company Name	Transportation Insurance	Zurich American	Zurich American	XL Insurance	
12	GL Insurance Carrier AM Best Rating (Must be A- or Better)	A	A+	A+	A+	
13	PRL Insurance (If required by the Front Ends)	N/A	N/A	N/A	N/A	
14	Pollution Insurance (If required by the Front Ends)	N/A	N/A	N/A	N/A	
15	Tier 1 Approved	Approved w/Conditions	Approved	Approved	Draft	
16	Tier 2 Approved	N/A	N/A	N/A	N/A	
17	Safety Items:	Yes	Yes	Yes	Yes	
18	OSHA Recordable Incident Rate (Current)	2.07	4.86	1.58	0.00	
19	Agrees to comply with PPE requirements including 100% glove policy	Yes	Yes	Yes	Yes	
20	Acknowledges updated ladder policy (platform ladders)	Yes	Yes	Yes	Yes	
21	Task Hazard Analysis included for all tasks	Yes	Yes	Yes	Yes	
22	Tie-off above 6' required	Yes	Yes	Yes	Yes	
23	Includes Hoisting for Sub's Own Work Scope	Operator Only	Operator Only	Operator Only	Operator Only	
24	Acknowledges Soils Report	N/A	N/A	N/A	N/A	
25	Acknowledges Addenda	Yes	Yes	Yes	Yes	
26	Hold Bid for 150 Days	60 Days	60 Days	10 Days	30 Days	
27	Pricing good for the duration of the project	Yes	Yes	Pending	Yes	
28	Sales Tax Included	No	No	No	No	
29	**COVID-19 Market Questions**					
30	How has your work program been impacted by the COVID-19 situation? % of work stopped or delayed by more than 2 weeks?	No	No	No	No	
31	Have you had any future work opportunities canceled or delayed? What % of your future sales are projected to be impacted by COVID-19?	No	No	No	No	
32	Are you suffering productivity loss that is impacting the ability to complete work on time?	No	No	No	No	
33	Have you had any difficulty with employees not wanting to come to work because of the risk of infection?	No	No	No	No	
34	Have you experienced any unusual voluntary turnover as a result of COVID-19?	No	No	No	No	
35	Have you had to furlough or make a reduction in staff or go to a reduced workweek as a result of COVID-19 market conditions?	No	No	No	No	
36	Have you experienced and/or do you anticipate any issues with existing suppliers or vendors?	No	No	No	No	

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **03A.1 - Concrete Reinforcing**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	Tyler Reinforcing	Harris Rebar	CMC Rebar	Sun Coast	Paradise Rebar Inc.
		Joel Byko	Chad Jones	Phillippe Marcus	John Walsh	Phil Boone
		(520) 403-9383	(480) 431-7278	602-577-2495	(480) 404-2625	602-447-0839
		joel@tylerreinforcing.com	chjones@harrisrebar.com	philippe.marcus@cmc.com	jwalsh@suncoast-pt.com	philb@paradisereabar.com
	TOTAL WORK CATEGORY PACKAGE VALUE	**$879,869**	**$883,429**	**$1,337,000**	**$1,010,158**	**Declined**
37	Do you have any overseas suppliers that may be impeding your supply chain?	No	No	No	No	
38						
39	Per Plans & Specifications					
40	Division 1 as it relates to this scope of work	Yes	Yes	Yes	Yes	
41	03 20 00 Concrete Reinforcement	Yes	Yes	Yes	Yes	
42	03 30 00 Cast in Place Concrete	Yes	Yes	Yes	Yes	
43	Project Summary Schedule	Yes	Yes	Yes	Yes	
	Scope of Work					
	Base Bid:	$813,335	$807,546	$1,233,399	$926,100	
44	Provide all labor, materials, tools, equipment and appurtenances as required to perform the Work Category 03A - Reinforcing Steel in accordance with and reasonably inferable from the Contract Documents, complete and without exception unless otherwise noted below, including, but not limited to the following:	Yes	Yes	Yes	Yes	
45	Check to Spec completed and submitted to McCarthy	Yes	Yes	Yes	Yes	
46	1 year warranty from Final Acceptance (Aug 2023)	Yes	Pending	Pending	Pending	
47	Furnish, fabricate and install all reinforcing steel noted on project including but not limited to the following items	Yes	Yes	Yes	Yes	
48	Rebar detailing for all required shop drawings	Yes	Yes	Yes	Yes	
49	Provide dowel bars into existing concrete (epoxy and installation by others)	Yes	Yes	Excluded	Yes	
50	Rebar Couplers furnished and installed where noted in drawings (form savers not shown, required by others)	Yes	Yes	Yes	Yes	
51	Provide vertical dowel bars at all masonry walls	Yes	Yes	Yes	Yes	
52	Chairs, Stirrups, spacers and ancillary materials furnished and installed.	Yes	Yes	Yes	Yes	
53	Coordinate lap splicing with construction joints	Yes	Yes	Yes	Yes	
54	Mockups as required by specifications / front ends.	No, Ok	No, Ok	No, Ok	No, Ok	
55	Provide WWF reinforcing in decks (Mezzanine at Maintenance Building	$1,080	$673	$1,300	$1,300	
56	Provide all trim bar for openings noted on structural, architectural, mechanical, electrical, plumbing drawings	Yes	Yes	Yes	Yes	
57	Housekeeping / Cleanup of ties and other debris for a completely clean deck	Own Work	Own Work	Own Work	Own Work	
58	Cleanup of work areas	Own Work	Own Work	Own Work	Own Work	
59	Unload and inventory of furnish only FOB items	Yes	Yes	Yes	Yes	
60	Materials pricing valid through duration of scope of work	Yes - 9 Month window	Yes	Yes	Yes	
61	Dunnage, Deadman, bracing where required.	Yes	Yes	Yes	Yes	
62	Initial on site safety orientation and daily safety meeting included in cost of work.	Yes	Yes	Yes	Yes	
63	On site forklift provided by McCarthy. Coordinate shared resource with onsite staff.	$14,303	$14,303	$14,303	$14,303	
64	Provide certified operator(s) for equipment including forklift	Yes	Yes	Yes	Yes	
65	Unloading and transport of materials	Yes	Yes	Yes	Yes	
66	Pour watch on decks and representative available for inspections of all concrete elements.	Yes	$10,000	$10,000	$10,000	
67	Set rebar caps/protection (provided and maintained by McCarthy)	Yes	Yes	Yes	Yes	
68	Provide FOB jobsite unit costs for misc. dowel bar placements in slabs, decks, foundations, walls and other concrete elements	Yes	Will Provide	Yes	Will Provide	
69	*Provide craft rates*	Yes	Yes	Yes	Will Provide	
70	Provide all water and ice for own personnel on site	Yes	Yes	Yes	Yes	

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **03A.1 - Concrete Reinforcing**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

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		Joel Byko	Chad Jones	Phillippe Marcus	John Walsh	Phil Boone
		(520) 403-9383	(480) 431-7278	602-577-2495	(480) 404-2625	602-447-0839
		joel@tylerreinforcing.com	chjones@harrisrebar.com	philippe.marcus@cmc.com	jwalsh@suncoast-pt.com	philb@paradisereabar.com
	TOTAL WORK CATEGORY PACKAGE VALUE	**$879,869**	**$883,429**	**$1,337,000**	**$1,010,158**	**Declined**
71	Provide all required test reports and mill certificates for all steel reinforcing components	Yes	Yes	Yes	Yes	
72	Couplers & terminators shown in drawings	Yes	Yes	Yes	Yes	
73	Proposed Placer	AMMEX Rebar Placer	Harris Rebar	AMMEX Rebar Placer	JD Steel	
74	Total Tonnage	640 Tons	700 Tons	722 Tons	>600 Tons	
75	Projected reinforcing steel cost increases through project duration	$40,667	$40,377	$61,670	$46,305	
76	Form saver unit pricing	Yes	Will Provide	Yes	Will Provide	
77	Pricing for dowels	Yes	Will Provide	Yes	Will Provide	
78	**GMP 1 Early Concrete Reinforcment**	-$765	-$765	-$765	-$765	
79	COVID-19 Scope Items					
80	Proposal includes CDC, Federal, State and Local OSHA guidelines for COVID-19.	Yes	Yes	Yes	Yes	
81	Your proposal shall include all productivity, schedule, and other impacts to cost and schedule.	Yes	Yes	Yes	Yes	
82	All personnel onsite must maintain 6'0" spacing between personnel and shall have facemasks on at all times that align with CDC, Federal, State or Local OSHA guidelines for COVID-19.	Yes	Yes	Yes	Yes	
83	Work activities that require personnel to be closer than 6'0" must have a plan presented and approved by McCarthy before work activity commences. Work activities within 6'0" shall also include the appropriate masks and PPE while performing the work.	Yes	Yes	Yes	Yes	
84	All tools and equipment used must be sanitized each day.	Yes	Yes	Yes	Yes	
85	Personnel must comply with all hand washing and sanitizing requirements set by McCarthy.	Yes	Yes	Yes	Yes	
86	Subcontractors with onsite trailers must sanitize trailer interior high contact areas and restroom facilities daily. Subcontractors must have a plan approved by McCarthy to maintain 6' social distancing within the trailer as required by the AHJ.	Yes	Yes	Yes	Yes	
87	Personnel are not allowed to carpool to the site or while onsite.	Yes	Yes	Yes	Yes	
88	Any personnel reporting symptoms must be immediately reported to McCarthy and follow the appropriate testing and quarantine protocols.	Yes	Yes	Yes	Yes	
89						
90	End of Scope					
91	Bond/CDI Cost	$11,249	$11,294	$17,093	$12,914	
	TOTAL WORK CATEGORY PACKAGE VALUE	**$879,869**	**$883,429**	**$1,337,000**	**$1,010,158**	

BID PROPOSAL

Date April 6th, 2021

Bid Proposal of * Tyler Reinforcing LLC (hereinafter called "Bidder")

a ** corporation organized and existing under the laws of the State of Arizona.

* Insert name of firm.
** Insert corporation, partnership, or individual, as applicable.

(INSERT OWNER'S ADDRESS)
TO: McCarthy Building Companies, Inc.
6225 North 24th Street, Suite 200
Phoenix, Arizona 85016

The Bidder, in compliance with your Invitation for Bids for the construction of Chandler Water Reclamation Facility Improvements having examined the Contract Documents entitled City of Chandler, Chandler WRF Improvements Project, and other related documents and being familiar with the site of the proposed work, and with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, and the progress of work to date, if any, hereby proposes to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, superintendence, perform all work, provide all services, and to construct all work in accordance with the Contract Documents set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required.

The Bidder shall attach a copy of Bidders' detailed estimate to its Bid Proposal. This estimate shall identify all quantities shown in the documents or anticipated along with corresponding labor, material and equipment pricing.

After Bid Proposals are received, tabulated, and evaluated by McCarthy, said Bidder agrees to meet with McCarthy for the purpose of determining any duplications, omissions, or mutually agreed bid adjustments. For these meetings, the Bidder agrees to provide a complete, detailed cost breakdown; a list of all sub-subcontractors proposed for use in the work; and a list of all items, materials and their manufacturers proposed for use in the work.

The Bidder, if awarded a Subcontract, agrees to commence work and to fully complete its Work in accordance with a schedule to be established in collaboration with McCarthy under the provisions of the Additional Subcontractor Conditions of the Specifications.

The Bidder acknowledges receipt of the following Addenda: 1, 2, 3, 4.

BASE BID:

The Bidder agrees to perform all Reinforcing Steel (herein insert the title of the Work Category as it appears in the Additional Subcontractor Conditions) Work for Work Category No. 03310, as described in the Contract Documents, for the Lump Sum of one million, one hundred twenty six, nine hundred fifty nine DOLLARS ($1,126,959.00).

BID BREAKDOWN:

Airport WRF Total Amount $110,824.00

- Aeration Basin $11,289.00
- Blower Piping $5,279.00
- Blower Ductbank $0.00
- Filters $46,196.00
- Maintenance Bldg $48,060.00

Ocotillo WRF Total Amount $702,514.00

- Aeration/Anoxic $15,858.00
- RAS/WAS PS $0.00
- Clarifiers 1& 2 $23,914.00
- Filters $85,593.00
- MCC Replacement $0.00
- Reservoir $577,149.00
- Roads/Sitework $0.00

Performance & Payment Bond Cost *(If Applicable)* $9,888.71

Total Subcontract Amount $1,136,847.71

The name of the proposed Bonding Company is Construction Bonding Inc.

Bond rate 0.88%

All applicable taxes, except sales and use taxes on materials and equipment which are affixed and made a part of the real estate of the Project, are included in the above Base Bid. Bidder agrees that this Bid Proposal shall be good and may not be withdrawn unless McCarthy does not send Bidder a Subcontract within one hundred ~~twenty (160) calendar days~~ ~~fifty (150) calendar days~~ after the opening date of Bid Proposals.
sixty (60) calendar days
(Amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

ALTERNATES:

The Bidder further agrees that if any or all of the Alternates listed and described below are incorporated and accepted within sixty (60) calendar days after receipt of a Subcontract from McCarthy, the Bidder will adjust its Subcontract by the amount indicated opposite the Alternates listed below.

ALTERNATE NO. 1: Filter Disc in Basin 7 Installation:

ADD the sum of $_____.

ALTERNATE NO. 2: Clarifier 3 Rehabilitation

ADD the sum of $_____.

ALTERNATE NO. 3: Sludge Holding Tank and Blower Bldg No. 2

ADD the sum of $ 300,583.00 .

ALTERNATE NO. 4: Removal/Replacement of Diffusers in 2 Aeration Basins

ADD the sum of $_____.

ALTERNATE NO. 5:_____

ADD the sum of $_____.

CHANGE ORDER RATES: (Add separate sheet as needed)

Markup % (on rates and material): 15% .

Position: General Superintendent Rate: $78.45 .

Position: General Foreman Rate: $71.15 .

Equipment: _____ Rate: _____.

Equipment: _____ Rate: _____.

SAFETY RECORDS

The Bidder certifies to the following Experience Modification Rates (EMR) and Incidence Rates for the three (3) most recent years:

	Year 2018	Year 2019	Year 2020
1. Compensation Experience Modification Rate:	0.86	0.80	0.78
2. Incidence Rate:			
(a) Number of hours employees worked in the year.	63,201	95,978	96,689
(b) Number of cases defined as recordable, from the OSHA Form 300 Log.	0	0	0
(c) Total Recordable Incidence Rate = (b) x (200,000 hours) / Hours Worked (a)	0	0	0

The Bidder understands that McCarthy reserves the right to reject any or all Bid Proposals and to waive any informalities or irregularities therein.

SELECT AS APPROPRIATE

☐ The Bidder has completed the Prequalification Form together with all other required data for McCarthy's' Contractor Default Insurance Program; OR

☑ The Bidder has not completed the Prequalification Form together with all other required data for McCarthy's' Contractor Default Insurance Program because the Bidder has provided the Form and all such information to McCarthy in the past 12 months for the following project:

U of A Applied Research Bldg. Project, which bid on: March 25, 2021.

RESPONSIVE BID REQUIREMENTS:

DO NOT ENCLOSE YOUR STANDARD TERMS AND CONDITIONS

If any exceptions are taken to the requirements of this Proposal form, attach a separate sheet listing those exceptions, stating the sections and paragraphs and the specific exception.	(initials)
In submitting this proposal, the Bidder certifies that this bid is valid for ~~150~~ 60 calendar days.	(initials)
In submitting this Proposal as described herein, we agree to complete the work in accordance with the included Preliminary Construction Sequence.	(initials)
In submitting this Proposal, the Bidder certifies that all cost for extended warranties to start on the date of Substantial Completion is included.	(initials)
In submitting this proposal as described herein, we confirm that we have received, reviewed and agree to all commercial terms stated in the McCarthy Subcontract and Purchase Order Agreement. Any exception taken to the commercial terms stated in these Agreements must be listed on a separate sheet noting the article or paragraph and the specific exception. ***Bidders attached Standard Terms and Conditions will not be acknowledged or accepted as part of any given bid.***	(initials)
In submitting this proposal as described herein, the Bidder certifies that this bid is coordinated based on a complete set of documents and that there will be no claims for change order based on the assertion that the Bidder did not have a complete set of Bidding Documents.	(initials)
In submitting this proposal, the Bidder certifies that they have included all spare parts, training, O & M Manuals, shop drawings and administration costs as associated to comply with the requirements of the specifications and as listed for their scope of work.	(initials)
A bid will be considered non-responsive if the Subcontractor Pre-Qualification Form is not completed as part of the Bid Form **(or on file at McCarthy office)**.	(initials)
The Bidder, by submitting their bid, represents that they have read and understand the scope requirements of the Bidding Documents.	(initials)
The Bidder certifies that any proposed materials in this scope of work meet or exceeds the requirements stated in the specifications unless noted otherwise within this proposal.	(initials)
The bidder certifies that the price listed in this bid is a firm Price through the final delivery of the materials proposed herein, and that no material escalation will be accepted as part of this proposal.	(initials)

Within fifteen (10) days after receipt by the Bidder from McCarthy of the Subcontract or Purchase Order, the Bidder will execute and return to McCarthy said Subcontract or Purchase Order and if notified from McCarthy that Bidder is not to be enrolled in McCarthy's Contractor Default Insurance Program, deliver to McCarthy Performance and Labor and Material Payment Bonds for the Subcontract or a Supply Contract Bond for the Purchase Order, or the difference between the amount of the bid and such larger amount for which McCarthy may subcontract with another party to perform the work covered by said bid, together with all court costs, all attorney fees and all other expense of recovery, all of which shall not exceed the Bid Security attached in the amount of 15% of the bid, will become the property of McCarthy. The bonds shall name McCarthy as Obligee.

If an Individual:

Authorized Signature: _____

Name (print): _____

Email: _____

Business Address: _____

_____

If a Partnership:

Authorized Signature: _____

Name (print): _____

Email: _____

Authorized Signature: _____

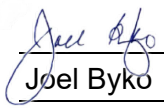
Name (print): _____

Email: _____

Business Address: _____

_____

If a Corporation:

Authorized Signature: 

Name (print): Joel Byko

Email: Joel@TylerReinforcing.com

Title: V.P

Business Address: 321 S. 27th Avenue

Phoenix, AZ 85009

Telephone 520-403-9383 cell

Contractor License Number: AZ ROC 296786

General Liability Insurance Carrier (not the agent): BOK Financial Insurance

*Please attach a sample certificate of insurance and current W9 form to your bid.

Tyler Reinforcing LLC

PO Box 6520 (602) 269-5900
Phoenix, AZ 85005
Lic No: AZ ROC #296786

Proposal No: **210322.1**
Proposal Date: 4/6/2021

This proposal is valid for 30 days from date shown above.

BID PROPOSAL

SECTION I- GENERAL INFORMATION

Proposal to: **Bidding Contractors**
Attn: **Estimating Dept.**
Engineer: **Wilson Engineers**

Project Name: **Chandler WRF Improvements - GMP 02**
Ref. No.: WW1901.201
Two Locations
Chandler, AZ
Owner: **City of Chandler**

Drwgs □uoted: **per Sheet Index on G-2 & G-3 Agency Review dated 03/2021**

Specs:

Addenda: **1, 2, 3**

SECTION II- SCOPE OF WORK

Concrete Deformed Reinforcing Steel Detailed, Furnished □ Installed per ACI □ CRSI Standards.

SECTION III- PRICES

Bid Item	Description	Material	Labor	Total
	AWRF Air Piping Supports	$3,255.00	$2,024.00	$5,279.00
	AWRF Filters	$27,837.00	$17,594.00	$45,431.00
*******	***AWRF Filters Infill***	***$470.00***	***$295.00***	***$765.00***
	AWRF Aeration Basin	$6,920.00	$4,369.00	$11,289.00
	OWRF Anoxic Basin	$9,721.00	$6,137.00	$15,858.00
	OWRF Clarifiers 1 □ 2	$14,653.00	$9,261.00	$23,914.00
	OWRF Filters	$52,541.00	$33,052.00	$85,593.00
	OWRF Reservoir	$354,894.00	$222,255.00	$577,149.00
	OWRF Sludge Holding Tank	$180,761.00	$113,449.00	$294,210.00
	OWRF Blower Building	$3,905.00	$2,468.00	$6,373.00
	AWRF Maintenance Building	$29,460.00	$18,600.00	$48,060.00
	OWRF Clarifier 3 Option	$7,327.00	$4,631.00	$11,958.00
	AWRF Maintenance Building 6x6-W2.9 at Me:	$640.00	$440.00	$1,080.00
	Performance □ Payment Bond Cost	$9,888.71	FOB	$9,888.71

Taxes are E□CLUDED from prices shown. **Total Reinforcing Items= $1,136,847.71**

SECTION IV- SPECIAL CONDITIONS, EXCLUSIONS AND/OR CLARIFICATIONS FOR THIS PROJECT

1 Prices are based on a Start Date of not later than _____ and shall remain valid through _____. Any rebar shipped AND/OR installed after that date will be subject to an increase _____/Ton every ___ months.
2 **Exclusions: masonry, site work**
3
4
5
6
7
8
9
10 Above prices based on NO RETENTION for contracts of $50,000 or less.

SECTION V- CONTRACTOR TO PROVIDE AT NO COST TO SELLER

1	X	All lines, grades, racks, forms, layout and rigid templates accurately in place before installation, except those forms or other materials that will hinder the installation.
2	X	Firm, level, subgrade at elevation shown on drawings including all levels, datum lines, elevations, openings and dowel outs for concrete &/or masonry.
3	X	Clear access roads & ramps for unloading of trailer/truck deliveries to within 50 feet of point of installation, and reasonable storage and lay-down areas.
4	X	Cages for drilled piers, shafts, caissons, and light pole standards will be tied and stockpiled by Subcontractor.
5	X	Suitable equipment fully operated for hoisting/lowering reinforcing steel, personnel, wire mesh, etc, including unloading trucks, staging of reinforcing to points of installation (into foundations, and onto elevated decks, etc) setting columns, wall cages and/or any other pre-tied assemblies including power placing of individual bars as required.
6	X	Copies of all contract documents in quantities as reasonably requested.
7	X	Parking area and/or cost of parking for field crews and provide area for jobsite office including utility hookup.
8	X	Furnish design information, location of pour joints and construction schedules in sufficient time to allow for the preparation and approval of detail drawings plus a minimum of seven (7) working days for fabrication and delivery. 48 hours notice is required for cancellation of previously scheduled deliveries and two (2) weeks notice of job requirements.
9	X	This proposal is based on pouring the walls and top slabs in all reinforced concrete box culverts monolithically.
10	X	24 hour notice for workman at jobsite and placement to be done on normal 8 hour shift excluding weekends and holidays.

SECTION VI- STANDARD EXCLUSIONS BY SELLER & FURNISHED BY BUYER

1	X	Cost of Inspections, crane inspections, testing, bonds, permits, penalties or Liquidated Damages.
2	X	Inserts, sleeves, rubatex, water stops, smooth dowels and /or dowel baskets, galvanized or epoxy coated dowels, threaded rebar, stud rails and placing of stud rails.
3	X	Cleaning, cutting, straightening, locating or rework of existing reinforcing steel, reinforcing extending from piles, or precast
4	X	Cutting, drilling of holes, grouting, field bending or dry-packing of reinforcing steel.
5	X	Burning, cutting, or drilling of structural steel/miscellaneous iron to pass reinforcing steel.
6	X	Protection and/or cleaning of others work, covering, painting, greasing or wrapping of reinforcing steel or smooth dowels.
7	X	Rebar Safety Caps or devices for covering rebar ends.
8	X	All welding and rebar welded to structural/ miscellaneous iron.
9	X	Blocking, chairing, wrapping and/or pulling of welded wire fabric.
10	X	All dead men, cables, labor and engineering of system for guying of rebar, if required.
11	X	Cleaning of tie wire clippings, tags and other spoils from work areas, cost of dumpster and composite crew cleanup, except as mutually agreed.
12	X	Lines, grades, steel racks, templates, scaffolding, safety rails, work platforms & ramps, sanitary facilities and jobsite access to drinking water.
13	X	Removal, grinding &/or patching of staples, nails, bolts and/or any other device used for the placement of concrete reinforcing accessories.
14	X	Reinforcing for Anchor Points (and the Anchor Points) for Shotcrete, Precast, Closure Pours, Precast Connections and Prestressing Items.
15	X	Sand Plated Chairs.
16	X	Test bars and test couplers (except those specifically called out in specs)
17	X	Adequate power and lighting when necessary.
18	X	Cost of reworking or replacing reinforcing steel damaged or lost due to flood, actions of buyer, other subcontractors or other acts of God.
19	X	Blocks, inspection tubes, wheels or spacers for clearances in drilled shafts or caissons.
20	X	Tie wire, accessories and field placing aids for F.O.B. materials.
21	X	Prevailing Wage Rates or Job Specific Labor Agreement Rates. Proposal based on Open Shop wages.
22	X	Design Engineering, Engineer stamping of drawings, Field Measurements and As-Built drawings.
23	X	Sitework, Masonry Rebar, Mock Ups, MSE Walls, Electrical Duct Bank, Equipment Pads, Pipe Encasement &/or Supports. (Unless specifically stated as included)
24	X	Supply & Installation of reinforcing for stair landings and treads.
25	X	Layout of TOW, TOF, EOW, expansion/construction joints, corners, doorways, blockouts and/or openings of any kind and Masonry Dowels.
26	X	Separate Pour Watchman, Fire Watchman, Safety Manager, QC Mgr, Traffic Control or Onsite Security.
27	X	Trim reinforcing for openings, penetrations, and inserts not specifically located on Structural Drawings.
28	X	Double handling costs, including costs to transport material from an unreasonably located area.
29	X	Unloading, handling &/or setting of FOB materials (including Prebuilt Drilled Shaft Cages).
30	X	Dust control, Storm Water management and/or similar eviromental programs.
31	X	Third party invoicing processing fees or enrollment in third party invoicing services.
32	X	Re-Detailing of shop drawings & reviewing/processing of changes will be at $65.00/Hr.
33	X	Build Information Modeling (BIM), 3D Modeling and similar, unless specifically stated otherwise.
34	X	Non-standard work week and/or special work hours. (This bid proposal based on M-F, 8hr/workday, daylight hours, unless specifically stated otherwise.)

Chandler WRF Improvements Project
GMP 2 Work Category Solicited Subcontractors Summary
Work Category: **04A Masonry**

Subcontractor/Supplier Name	***Status***
Denny Clark Masonry & Concrete	*Recommended*
Stone Cold Masonry	*Proposed*
Alta Vista Masonry	*Declined*
GV Masonry	*Declined*
Sun Valley Masonry	*Declined*
Avila Masonry	*Declined*
Straight Arrow Contracting	*Declined*
Superior Masonry	*Declined*

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **04A - Masonry**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

COMPANY INFORMATION		Denny Clark Masonry and Concrete	Stone Cold Masonry	Alta Vista Masonry	GV Masonry	Sun Valley Masonry
		Denny Clark	Ron Maroney	Phil Insalaco	Gary Vickers	Todd Nessler
		480-664-6367	623-385-7111	602-300-2260	602-574-1777	602-943-6106
		denny@dennyclarkmasonryconcrete.com	ron@stonecoldmasonry.com	phil@avmasonry.com	gvmasonry@aol.com	toddnessler@svmasonry.com
TOTAL WORK CATEGORY PACKAGE VALUE		**$6,335**	**$8,123**	**No Bid**	**No Bid**	**Declined**
MCCARTHY SUBCONTRACT & FRONT END TERMS						
1	Compliant with McCarthy Front Ends	Yes	Yes			
2	Bid Submitted on McCarthy Bid Form	Yes	Yes			
3	Bid Bond Included with Bid (if over $250k Sub/$500k Supplier)	Yes	Yes			
4	Current Bank Reference Letter that shows Subcontractor or Vendor is in good standing.	Yes				
5	Surety Company	Granite RE, Inc	Hartford			
6	Surety AM Best Rating (Must be A- or Better)	Yes	Yes			
7	AM Best Financial Size X($500M to $750M) or higher	Yes	Yes			
8	Anticipated contract amount is less than the Federal UW Limit as listed on the Treasury Listing	Yes	Yes			
9	Bond/CDI Cost	3.000%	2.758%			
10	Included Insurance Requirements (Per Matrix)	Yes	Yes			
11	GL Insurance Company Name	Federated Mutual Insurance Company	Amerisure			
12	GL Insurance Carrier AM Best Rating (Must be A- or Better)	Yes	Yes			
13	PRL Insurance (If required by the Front Ends)	N/A	N/A			
14	Pollution Insurance (If required by the Front Ends)	Yes	Yes			
15	Tier 1 Approved	Yes	Submitted			
16	Tier 2 Approved	N/A	N/A			
17	Safety Items:	Yes	Yes			
18	OSHA Recordable Incident Rate (Current)	0.79	0.64			
19	Agrees to comply with PPE requirements including 100% glove policy	Yes	Yes			
20	Acknowledges updated ladder policy (platform ladders)	Yes	Yes			
21	Task Hazard Analysis included for all tasks	Yes	Yes			
22	Tie-off above 6' required	Yes	Yes			
23	Includes Hoisting for Sub's Own Work Scope	Yes	Yes			
24	Acknowledges Soils Report	Yes	N/A			
25	Acknowledges Addenda	Yes	Yes			
26	Hold Bid for 150 Days	Yes	Yes			
27	Pricing good for the duration of the project	N/A	N/A			
28	Sales Tax Included	No	No			
29	**COVID-19 Market Questions**					
30	How has your workprogram been impacted by the COVID-19 situation? % of work stopped or delayed by more than 2 weeks?	No	5%			
31	Have you had any future work oppurtunities canceled or delayed? What % of your future sales are projected to be impacted by COVID-19?	No	3%			
32	Are you suffering productivity loss that is impacting the ability to complete work on time?	No	No			
33	Have you had any difficulty with employees not wanting to come to work because of the risk of infection?	No	No			
34	Have you experienced any unusual voluntary turnover as a result of COVID-19?	No	No			
35	Have you had to furlough or make a reduction in staff or go to a reduced workweek as a result of COVID-19 market conditions?	No	No			

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **04A - Masonry**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	Denny Clark Masonry and Concrete	Stone Cold Masonry	Alta Vista Masonry	GV Masonry	Sun Valley Masonry
		Denny Clark	Ron Maroney	Phil Insalaco	Gary Vickers	Todd Nessler
		480-664-6367	623-385-7111	602-300-2260	602-574-1777	602-943-6106
		denny@dennyclarkmasonryconcrete.com	ron@stonecoldmasonry.com	phil@avmasonry.com	gvmasonry@aol.com	toddnessler@svmasonry.com
	TOTAL WORK CATEGORY PACKAGE VALUE	**$6,335**	**$8,123**	**No Bid**	**No Bid**	**Declined**
36	Have you experienced and/or do you anticipate any issues with existing suppliers or vendors?	Superlite	No			
37	Do you have any overseas suppliers that may be impeding your supply chain?	No	No			
38						
39	Per Plans & Specifications	Yes	Yes			
40	Division 1 as it relates to this scope of work	Yes	Yes			
41	03200 - Concrete Reinforcement	Yes	Yes			
42	03600 - Grout	Yes	Yes			
43	04820 - Reinforced Unit Masonry Assemblies	Yes	Yes			
Scope of Work						
Base Bid:		$6,150	$7,905			
44	Provide all labor, materials, tools, equipment and appurtenances as required to perform the Work Category 04A - Masonry, in accordance with and reasonably inferable from the Contract Documents, complete and without exception unless otherwise noted below, including, but not limited to the following:	Yes	Yes			
45	Check to Spec completed and submitted to McCarthy	N/A	N/A			
46	1 year warranty from Final Acceptance (Aug 2023)	Yes	Yes			
47	Water Repellant used in Masonry Veneer	Yes	Yes			
48	CMU Control Joints as required	Yes	Yes			
49	Installation of Steel Lintels at Wall Openings (Material by 05A)	Yes	Yes			
50	Shoring for Lintels/Bond Beams	Yes	Yes			
51	Anchor, Ties, and Metal Accessories	Yes	Yes			
52	Delivery, Storage, and Handling of Material	Yes	Yes			
53	Masonry Waste Disposal	Yes	Yes			
54	Preparing, Pointing & Cleaning as required	Yes	Yes			
55	Trash and debris clean up as required	Yes	Yes			
56	Trash removal from job site	Yes	Yes			
57	Masonry Shop Drawings	Yes	Yes			
58	Testing and Inspection Cost	N/A	N/A			
59	Hot & Cold Weather Protection/Requirements	Yes	Yes			
60	Sales Tax and Permit Fees	N/A	N/A			
61	Efflorescence Removal after initial Cleaning	Yes	Yes			
62	Mobilization	Yes	Yes			
63	Scaffolding to complete work	Yes	Yes			
64	Material to match existing buildings	Yes	Yes			
65	Shipping shall be FOB jobsite	Yes	Yes			
66	Separate deliveries to AWRF and OWRF	Yes	Yes			
67	Unloading & storage	Yes	Yes			
68	COVID-19 Scope Items					
69	Proposal includes CDC, Federal, State and Local OSHA guidelines for COVID-19.	Yes	Yes			

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **04A - Masonry**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	Denny Clark Masonry and Concrete	Stone Cold Masonry	Alta Vista Masonry	GV Masonry	Sun Valley Masonry
		Denny Clark	Ron Maroney	Phil Insalaco	Gary Vickers	Todd Nessler
		480-664-6367	623-385-7111	602-300-2260	602-574-1777	602-943-6106
		denny@dennyclarkmasonryconcrete.com	ron@stonecoldmasonry.com	phil@avmasonry.com	gvmasonry@aol.com	toddnessler@svmasonry.com
	TOTAL WORK CATEGORY PACKAGE VALUE	**$6,335**	**$8,123**	**No Bid**	**No Bid**	**Declined**
70	Your proposal shall include all productivity, schedule, and other impacts to cost and schedule.	Yes	Yes			
71	All personnel onsite must maintain 6'0" spacing between personel and shall have facemasks on at all times that align with CDC, Federal, State or Local OSHA guidelines for COVID-19.	Yes	Yes			
72	Work activities that require personnel to be closer than 6'0" must have a plan presented and approved by McCarthy before work activity commences. Work activities within 6'0" shall also include the appropriate masks and PPE while performing the work.	Yes	Yes			
73	All tools and equipment used must be sanitzed each day.	Yes	Yes			
74	Personnel must comply with all hand washing and sanitizing requirements set by McCarthy.	Yes	Yes			
75	Subcontractors with onsite trailers must sanitize trailer interior high contact areas and restroom facilities daily. Subcontractors must have a plan approved by McCarthy to maintain 6' social distancing within the trailer as required by the AHJ.	Yes	Yes			
76	Personnel are not allowed to carpool to the site or while onsite.	No	Yes			
77	Any personnel reporting symptoms must be immediately reported to McCarthy and follow the apropriate testing and quarantine protocols.	Yes	Yes			
78						
79	End of Scope					
80	Bond/CDI Cost	$185	$218			
	TOTAL WORK CATEGORY PACKAGE VALUE	**$6,335**	**$8,123**			

BID PROPOSAL

Date 04/21/2021

Bid Proposal of * Denny Clark Masonry & Concrete (hereinafter called "Bidder")

a ** Corporation LLC organized and existing under the laws of the State of

_____.

* Insert name of firm.
** Insert corporation, partnership, or individual, as applicable.

(INSERT OWNER'S ADDRESS)
TO: McCarthy Building Companies, Inc.
6225 North 24th Street, Suite 200
Phoenix, Arizona 85016

The Bidder, in compliance with your Invitation for Bids for the construction of Chandler Water Reclamation Facility Improvements having examined the Contract Documents entitled City of Chandler, Chandler WRF Improvements Project, and other related documents and being familiar with the site of the proposed work, and with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, and the progress of work to date, if any, hereby proposes to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, superintendence, perform all work, provide all services, and to construct all work in accordance with the Contract Documents set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required.

The Bidder shall attach a copy of Bidders' detailed estimate to its Bid Proposal. This estimate shall identify all quantities shown in the documents or anticipated along with corresponding labor, material and equipment pricing.

After Bid Proposals are received, tabulated, and evaluated by McCarthy, said Bidder agrees to meet with McCarthy for the purpose of determining any duplications, omissions, or mutually agreed bid adjustments. For these meetings, the Bidder agrees to provide a complete, detailed cost breakdown; a list of all sub-subcontractors proposed for use in the work; and a list of all items, materials and their manufacturers proposed for use in the work.

The Bidder, if awarded a Subcontract, agrees to commence work and to fully complete its Work in accordance with a schedule to be established in collaboration with McCarthy under the provisions of the Additional Subcontractor Conditions of the Specifications.

The Bidder acknowledges receipt of the following Addenda: 1-4

_____.

BASE BID:

The Bidder agrees to perform all 4000 CSI Codes (masonry) (herein insert the title of the Work Category as it appears in the Additional Subcontractor Conditions) Work for Work Category No. _____, as described in the Contract Documents, for the Lump Sum of Eighty Nine Thousand four hundred fifty five dollars/00 DOLLARS ($ 89,455.00).

BID BREAKDOWN:

Airport WRF Total Amount $ 83,305.00

- Aeration Basin $ _____
- Blower Piping $ _____
- Blower Ductbank $ _____
- Filters $ _____
- Maintenance Bldg $ 83,305.00

Ocotillo WRF Total Amount $ 6,150.00

- Aeration/Anoxic $ _____
- RAS/WAS PS $ _____
- Clarifiers 1& 2 $ _____
- Filters $ _____
- MCC Replacement $ _____
- Reservoir $ _____
- Roads/Sitework $ _____
- Infills/Cinkels # 6,150

Performance & Payment Bond Cost *(If Applicable)* $ 3% ?

Total Subcontract Amount $ 89,455.00

The name of the proposed Bonding Company is Granite RE, INC

Bond rate 3 %

All applicable taxes, except sales and use taxes on materials and equipment which are affixed and made a part of the real estate of the Project, are included in the above Base Bid. Bidder agrees that this Bid Proposal shall be good and may not be withdrawn unless McCarthy does not send Bidder a Subcontract within one hundred ~~twenty (160) calendar days~~ fifty (150) calendar days after the opening date of Bid Proposals.

(Amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

ALTERNATES:

The Bidder further agrees that if any or all of the Alternates listed and described below are incorporated and accepted within sixty (60) calendar days after receipt of a Subcontract from McCarthy, the Bidder will adjust its Subcontract by the amount indicated opposite the Alternates listed below.

ALTERNATE NO. 1: Filter Disc in Basin 7 Installation:

ADD the sum of $ N/C .

ALTERNATE NO. 2: Clarifier 3 Rehabilitation

ADD the sum of $ _____ .

ALTERNATE NO. 3: Sludge Holding Tank and Blower Bldg No. 2

ADD the sum of $ 83,305.00 .

ALTERNATE NO. 4: Removal/Replacement of Diffusers in 2 Aeration Basins

ADD the sum of $ _____ .

ALTERNATE NO. 5: _____

ADD the sum of $ _____ .

CHANGE ORDER RATES: (Add separate sheet as needed)

Markup % (on rates and material): 10%.

Position: Foreman Rate: 46.55 .

Position: Mason Rate: 39.90 .

Equipment: Tender Rate: 30.59 .

Equipment: Operator Rate: 33.25 .

SAFETY RECORDS

The Bidder certifies to the following Experience Modification Rates (EMR) and Incidence Rates for the three (3) most recent years:

	Year 2018	Year 2019	Year 2020
1. Compensation Experience Modification Rate:	1.21	1.13	.79
2. Incidence Rate:			
(a) Number of hours employees worked in the year.	117469	124800	119098
(b) Number of cases defined as recordable, from the OSHA Form 300 Log.	0	0	0
(c) Total Recordable Incidence Rate = (b) x (200,000 hours) / Hours Worked (a)	0	0	0

The Bidder understands that McCarthy reserves the right to reject any or all Bid Proposals and to waive any informalities or irregularities therein.

SELECT AS APPROPRIATE

☑ The Bidder has completed the Prequalification Form together with all other required data for McCarthy's' Contractor Default Insurance Program; OR

☐ The Bidder has not completed the Prequalification Form together with all other required data for McCarthy's' Contractor Default Insurance Program because the Bidder has provided the Form and all such information to McCarthy in the past 12 months for the following project:

_____ Project, which bid on: _____.

RESPONSIVE BID REQUIREMENTS:

DO NOT ENCLOSE YOUR STANDARD TERMS AND CONDITIONS

If any exceptions are taken to the requirements of this Proposal form, attach a separate sheet listing those exceptions, stating the sections and paragraphs and the specific exception.	DC (initials)
In submitting this proposal, the Bidder certifies that this bid is valid for 150 calendar days.	D. (initials)
In submitting this Proposal as described herein, we agree to complete the work in accordance with the included Preliminary Construction Sequence.	DC (initials)
In submitting this Proposal, the Bidder certifies that all cost for extended warranties to start on the date of Substantial Completion is included.	DC (initials)
In submitting this proposal as described herein, we confirm that we have received, reviewed and agree to all commercial terms stated in the McCarthy Subcontract and Purchase Order Agreement. Any exception taken to the commercial terms stated in these Agreements must be listed on a separate sheet noting the article or paragraph and the specific exception. ***Bidders attached Standard Terms and Conditions will not be acknowledged or accepted as part of any given bid.***	AL (initials)
In submitting this proposal as described herein, the Bidder certifies that this bid is coordinated based on a complete set of documents and that there will be no claims for change order based on the assertion that the Bidder did not have a complete set of Bidding Documents.	DC (initials)
In submitting this proposal, the Bidder certifies that they have included all spare parts, training, O & M Manuals, shop drawings and administration costs as associated to comply with the requirements of the specifications and as listed for their scope of work.	DC (initials)
A bid will be considered non-responsive if the Subcontractor Pre-Qualification Form is not completed as part of the Bid Form **(or on file at McCarthy office)**.	DC (initials)
The Bidder, by submitting their bid, represents that they have read and understand the scope requirements of the Bidding Documents.	DC (initials)
The Bidder certifies that any proposed materials in this scope of work meet or exceeds the requirements stated in the specifications unless noted otherwise within this proposal.	DC (initials)
The bidder certifies that the price listed in this bid is a firm Price through the final delivery of the materials proposed herein, and that no material escalation will be accepted as part of this proposal.	DC (initials)

Within fifteen (10) days after receipt by the Bidder from McCarthy of the Subcontract or Purchase Order, the Bidder will execute and return to McCarthy said Subcontract or Purchase Order and if notified from McCarthy that Bidder is not to be enrolled in McCarthy's Contractor Default Insurance Program, deliver to McCarthy Performance and Labor and Material Payment Bonds for the Subcontract or a Supply Contract Bond for the Purchase Order, or the difference between the amount of the bid and such larger amount for which McCarthy may subcontract with another party to perform the work covered by said bid, together with all court costs, all attorney fees and all other expense of recovery, all of which shall not exceed the Bid Security attached in the amount of 15% of the bid, will become the property of McCarthy. The bonds shall name McCarthy as Obligee.

If an Individual:

Authorized Signature: _____

Name (print): _____

Email: _____

Business Address: _____

_____

If a Partnership:

Authorized Signature: _____

Name (print): _____

Email: _____

Authorized Signature: _____

Name (print): _____

Email: _____

Business Address: _____

_____

If a Corporation:

Authorized Signature: [signature]

Name (print): Denny Clark

Email: Denny@DennyClarkmasonryConcrete.com

Title: owner

Business Address: 3025 E. Campbell Rd

Gilbert AZ 85234

Telephone 480 664 6367

Contractor License Number: 161118 + 239713

General Liability Insurance Carrier (not the agent): Federated

*Please attach a sample certificate of insurance and current W9 form to your bid.

Chandler WRF Improvements Project
GMP 2 Work Category Solicited Subcontractors Summary
Work Category: **05A Structural Steel**

Subcontractor/Supplier Name	***Status***
Revolution	*Recommended*
Able Steel Fab	*Declined*
Gray Wolf	*Declined*
OLT Fabrication	*Declined*
W&W Structural	*Declined*
Schuff Steel Company	*Declined*

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **05A - Structural Steel**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	Revolution	Able Steel Fab	Gray Wolf	OLT Fabrication	W&W Structural
		Jarrod Goodman	Devin Sunbury	Greg Leavitt	Terry Hembree	Colton Malenfant
		623-980-4180	480-663-6946	480-718-1091	480-276-4841	480-966-9427
		jarrod@revolutionindustrial.com	dsunbury@ablesteel.com	greg.leavitt@graywolf.com	terry@oltfab.com	colton@w-ws.com
	TOTAL WORK CATEGORY PACKAGE VALUE	**$642,403**	**Declined**	**Declined**	**Declined**	**Declined**
	MCCARTHY SUBCONTRACT & FRONT END TERMS					
1	Compliant with McCarthy Front Ends	Yes				
2	Bid Submitted on McCarthy Bid Form	Yes				
3	Bid Bond Included with Bid (if over $250k Sub/$500k Supplier)	Yes				
4	Current Bank Reference Letter that shows Subcontractor or Vendor is in good standing.	Yes				
5	Surety Company	Old Republic				
6	Surety AM Best Rating (Must be A- or Better)	A+				
7	AM Best Financial Size X($500M to $750M) or higher	Yes				
8	Anticipated contract amount is less than the Federal UW Limit as listed on the Treasury Listing	Yes				
9	Bond/CDI Cost	1.186%				
10	Included Insurance Requirements (Per Matrix)	Yes				
11	GL Insurance Company Name	Crest Insurance				
12	GL Insurance Carrier AM Best Rating (Must be A- or Better)	A+				
13	PRL Insurance (If required by the Front Ends)	Yes				
14	Pollution Insurance (If required by the Front Ends)	N/A				
15	Tier 1 Approved	Yes				
16	Tier 2 Approved	N/A				
17	Safety Items:	Yes				
18	OSHA Recordable Incident Rate (Current)	.8				
19	Agrees to comply with PPE requirements including 100% glove policy	Yes				
20	Acknowledges updated ladder policy (platform ladders)	Yes				
21	Task Hazard Analysis included for all tasks	Yes				
22	Tie-off above 6' required	Yes				
23	Includes Hoisting for Sub's Own Work Scope	Yes				
24	Acknowledges Soils Report	N/A				
25	Acknowledges Addenda	Yes				
26	Hold Bid for 150 Days	Yes				
27	Pricing good for the duration of the project	N/A				
28	Sales Tax Included	N/A				
29	**COVID-19 Market Questions**					
30	How has your workprogram been impacted by the COVID-19 situation? % of work stopped or delayed by more than 2 weeks?	No				
31	Have you had any future work oppurtunities canceled or delayed? What % of your future sales are projected to be impacted by COVID-19?	No				
32	Are you suffering productivity loss that is impacting the ability to complete work on time?	No				
33	Have you had any difficulty with employees not wanting to come to work because of the risk of infection?	No				
34	Have you experienced any unusual voluntary turnover as a result of COVID-19?	No				
35	Have you had to furlough or make a reduction in staff or go to a reduced workweek as a result of COVID-19 market conditions?	No				
36	Have you experienced and/or do you anticipate any issues with existing suppliers or vendors?	Longer Lead Times				
37	Do you have any overseas suppliers that may be impeding your supply chain?	No				
38						

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **05A - Structural Steel**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	Revolution	Able Steel Fab	Gray Wolf	OLT Fabrication	W&W Structural
		Jarrod Goodman	Devin Sunbury	Greg Leavitt	Terry Hembree	Colton Malenfant
		623-980-4180	480-663-6946	480-718-1091	480-276-4841	480-966-9427
		jarrod@revolutionindustrial.com	dsunbury@ablesteel.com	greg.leavitt@graywolf.com	terry@oltfab.com	colton@w-ws.com
	TOTAL WORK CATEGORY PACKAGE VALUE	**$642,403**	**Declined**	**Declined**	**Declined**	**Declined**
39	Per Plans & Specifications	Yes				
40	Division 1 as it relates to this scope of work	Yes				
41	03600 – Grout	Yes				
42	05051 – Anchor Bolts, Toggle Bolts, and Concrete Inserts	Yes				
43	05120 – Structural Steel and Framing	Yes				
44	05500 – Metal Fabrications	Yes				
45	05510 – Metal Stairs	Yes				
46	05521 – Aluminum Handrail	Yes				
47	05530 – Aluminum Grating	Yes				
48	05532 – Aluminum Checkered Plate	Yes				
49	09900 – Painting	Yes				
50	13121 – Metal Canopies	Yes				
	Scope of Work					
	Base Bid:	$619,828				
51	Provide all labor, materials, tools, equipment and appurtenances as required to perform the Work Category 05A - Structural Steel, in accordance with and reasonably inferable from the Contract Documents, complete and without exception unless otherwise noted below, including, but not limited to the following:	Yes				
52	Check to Spec completed and submitted to McCarthy	N/A				
53	1 year warranty from Final Acceptance (Aug 2023)	Yes				
54	Cost to meet project insurance requirements	$30,000				
55	On-site verifications of dimensions	Yes				
56	Fabrication of structural steel to be performed by Category II AISC Certified Plant.	Yes				
57	Shop Primer and field touch up primer in accordance to spec 09900 Painting	Yes				
58	Corrosion Protection for all aluminum surfaces in contact with grout, concrete, masonry, wood, or dissimilar metals per spec to be NSF61 approved.	Yes				
59	Fall protection	Yes				
60	Steel lintels for AWRF & OWRF blower buildings	Yes				
61	Install of angle to masonry walls	Yes				
62	Metal decking	Yes				
63	Flex closure strips for decking	Yes				
64	Ridge and valley plates	Yes				
65	All equipment as required for hoisting and setting material	Yes				
66	Special Inspections as required	Yes				
67	Metal canopy removal and replacement over disc filters at AWRF	Yes				
68	Filter Crane Rail Framing at AWRF Filters	Yes				
69	Canopy at OWRF Disc Filters	Yes				
70	Corrugated metal structure at OWRF Reservoir	Yes				
71	Provide lifting lugs for proper installation	Yes				
72	Provide structural and anchorage calculation sealed by a registered structural engineer in the state of Arizona	Yes				
73	Shipping shall be FOB jobsite	Yes				
74	Separate deliveries to AWRF and OWRF	Yes				

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **05A - Structural Steel**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	Revolution	Able Steel Fab	Gray Wolf	OLT Fabrication	W&W Structural
		Jarrod Goodman	Devin Sunbury	Greg Leavitt	Terry Hembree	Colton Malenfant
		623-980-4180	480-663-6946	480-718-1091	480-276-4841	480-966-9427
		jarrod@revolutionindustrial.com	dsunbury@ablesteel.com	greg.leavitt@graywolf.com	terry@oltfab.com	colton@w-ws.com
	TOTAL WORK CATEGORY PACKAGE VALUE	**$642,403**	**Declined**	**Declined**	**Declined**	**Declined**
75	Unloading & storage	Yes				
76	**GMP 1 Early Canopy Removal**	-$14,955				
77	COVID-19 Scope Items					
78	Proposal includes CDC, Federal, State and Local OSHA guidelines for COVID-19.	Yes				
79	Your proposal shall include all productivity, schedule, and other impacts to cost and schedule.	Yes				
80	All personnel onsite must maintain 6'0" spacing between personel and shall have facemasks on at all times that align with CDC, Federal, State or Local OSHA guidelines for COVID-19.	Yes				
81	Work activities that require personnel to be closer than 6'0" must have a plan presented and approved by McCarthy before work activity commences. Work activities within 6'0" shall also include the appropriate masks and PPE while performing the work.	Yes				
82	All tools and equipment used must be sanitzed each day.	Yes				
83	Personnel must comply with all hand washing and sanitizing requirements set by McCarthy.	Yes				
84	Subcontractors with onsite trailers must sanitize trailer interior high contact areas and restroom facilities daily. Subcontractors must have a plan approved by McCarthy to maintain 6' social distancing within the trailer as required by the AHJ.	Yes				
85	Personnel are not allowed to carpool to the site or while onsite.	Yes				
86	Any personnel reporting symptoms must be immediately reported to McCarthy and follow the apropriate testing and quarantine protocols.	Yes				
87						
88	End of Scope					
89	Bond/CDI Cost	$7,530				
	TOTAL WORK CATEGORY PACKAGE VALUE	**$642,403**				

BID PROPOSAL

Date April 22nd 2021

Bid Proposal of * Revolution Industrial (hereinafter called "Bidder")

a ** Corportion organized and existing under the laws of the State of

Arizona.

* Insert name of firm.
** Insert corporation, partnership, or individual, as applicable.

(INSERT OWNER'S ADDRESS)
TO: McCarthy Building Companies, Inc.
6225 North 24th Street, Suite 200
Phoenix, Arizona 85016

The Bidder, in compliance with your Invitation for Bids for the construction of Chandler Water Reclamation Facility Improvements having examined the Contract Documents entitled City of Chandler, Chandler WRF Improvements Project, and other related documents and being familiar with the site of the proposed work, and with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, and the progress of work to date, if any, hereby proposes to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, superintendence, perform all work, provide all services, and to construct all work in accordance with the Contract Documents set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required.

The Bidder shall attach a copy of Bidders' detailed estimate to its Bid Proposal. This estimate shall identify all quantities shown in the documents or anticipated along with corresponding labor, material and equipment pricing.

After Bid Proposals are received, tabulated, and evaluated by McCarthy, said Bidder agrees to meet with McCarthy for the purpose of determining any duplications, omissions, or mutually agreed bid adjustments. For these meetings, the Bidder agrees to provide a complete, detailed cost breakdown; a list of all sub-subcontractors proposed for use in the work; and a list of all items, materials and their manufacturers proposed for use in the work.

The Bidder, if awarded a Subcontract, agrees to commence work and to fully complete its Work in accordance with a schedule to be established in collaboration with McCarthy under the provisions of the Additional Subcontractor Conditions of the Specifications.

The Bidder acknowledges receipt of the following Addenda: One through Four.

BASE BID:

The Bidder agrees to perform all Structural steel and misc. metals (herein insert the title of the Work Category as it appears in the Additional Subcontractor Conditions) Work for Work Category No. 05B, as described in the Contract Documents, for the Lump Sum of Seven hundred twenty three thousand four hundred and sixty four DOLLARS ($723,464.00).

BID BREAKDOWN:

Airport WRF Total Amount $

- Aeration Basin $77,774.45
- Blower Piping $175,688.68
- Blower Ductbank $51,849.63
- Filters $ N/A
- Maintenance Bldg $ N/A

Ocotillo WRF Total Amount $

Project Insurance Requirement Cost Adder- Split between WC 05A and 05B = $30,000/ea. See below for back email.

- Aeration/Anoxic $418,151.23
- RAS/WAS PS $ N/A
- Clarifiers 1& 2 $ N/A
- Filters $ N/A
- MCC Replacement $ N/A
- Reservoir $ N/A
- Roads/Sitework $ N/A

Performance & Payment Bond Cost *(If Applicable)* $108,519.60

Total Subcontract Amount $831,983.60

The name of the proposed Bonding Company is Old Republic Surety Companyt

Bond rate 15 %

All applicable taxes, except sales and use taxes on materials and equipment which are affixed and made a part of the real estate of the Project, are included in the above Base Bid. Bidder agrees that this Bid Proposal shall be good and may not be withdrawn unless McCarthy does not send Bidder a Subcontract within one hundred ~~twenty (160) calendar days~~ fifty (150) calendar days after the opening date of Bid Proposals.

(Amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

ALTERNATES:

The Bidder further agrees that if any or all of the Alternates listed and described below are incorporated and accepted within sixty (60) calendar days after receipt of a Subcontract from McCarthy, the Bidder will adjust its Subcontract by the amount indicated opposite the Alternates listed below.

ALTERNATE NO. 1: Filter Disc in Basin 7 Installation:

ADD the sum of $ N/A .

ALTERNATE NO. 2: Clarifier 3 Rehabilitation

ADD the sum of $ N/A .

ALTERNATE NO. 3: Sludge Holding Tank and Blower Bldg No. 2

ADD the sum of $ N/A .

ALTERNATE NO. 4: Removal/Replacement of Diffusers in 2 Aeration Basins

ADD the sum of $ N/A .

ALTERNATE NO. 5: _____

ADD the sum of $ N/A .

CHANGE ORDER RATES: (Add separate sheet as needed)

Markup % (on rates and material): Please see attached RI 2021 Rate sheet .

Position: N/A Rate: N/A .

Position: N/A Rate: N/A .

Equipment: N/A Rate: N/A .

Equipment: N/A Rate: N/A .

SAFETY RECORDS

The Bidder certifies to the following Experience Modification Rates (EMR) and Incidence Rates for the three (3) most recent years:

	Year 2018	Year 2019	Year 2020
1. Compensation Experience Modification Rate:			.80
2. Incidence Rate:			
(a) Number of hours employees worked in the year.			
(b) Number of cases defined as recordable, from the OSHA Form 300 Log.			
(c) Total Recordable Incidence Rate = (b) x (200,000 hours) / Hours Worked (a)			

The Bidder understands that McCarthy reserves the right to reject any or all Bid Proposals and to waive any informalities or irregularities therein.

SELECT AS APPROPRIATE

☒ The Bidder has completed the Prequalification Form together with all other required data for McCarthy's' Contractor Default Insurance Program; OR

☐ The Bidder has not completed the Prequalification Form together with all other required data for McCarthy's' Contractor Default Insurance Program because the Bidder has provided the Form and all such information to McCarthy in the past 12 months for the following project:

_____ Project, which bid on: _____.

RESPONSIVE BID REQUIREMENTS:

DO NOT ENCLOSE YOUR STANDARD TERMS AND CONDITIONS

If any exceptions are taken to the requirements of this Proposal form, attach a separate sheet listing those exceptions, stating the sections and paragraphs and the specific exception.	IZ (initials)
In submitting this proposal, the Bidder certifies that this bid is valid for 150 calendar days.	IZ (initials)
In submitting this Proposal as described herein, we agree to complete the work in accordance with the included Preliminary Construction Sequence.	IZ (initials)
In submitting this Proposal, the Bidder certifies that all cost for extended warranties to start on the date of Substantial Completion is included.	IZ (initials)
In submitting this proposal as described herein, we confirm that we have received, reviewed and agree to all commercial terms stated in the McCarthy Subcontract and Purchase Order Agreement. Any exception taken to the commercial terms stated in these Agreements must be listed on a separate sheet noting the article or paragraph and the specific exception. ***Bidders attached Standard Terms and Conditions will not be acknowledged or accepted as part of any given bid.***	IZ (initials)
In submitting this proposal as described herein, the Bidder certifies that this bid is coordinated based on a complete set of documents and that there will be no claims for change order based on the assertion that the Bidder did not have a complete set of Bidding Documents.	IZ (initials)
In submitting this proposal, the Bidder certifies that they have included all spare parts, training, O & M Manuals, shop drawings and administration costs as associated to comply with the requirements of the specifications and as listed for their scope of work.	IZ (initials)
A bid will be considered non-responsive if the Subcontractor Pre-Qualification Form is not completed as part of the Bid Form **(or on file at McCarthy office)**.	IZ (initials)
The Bidder, by submitting their bid, represents that they have read and understand the scope requirements of the Bidding Documents.	IZ (initials)
The Bidder certifies that any proposed materials in this scope of work meet or exceeds the requirements stated in the specifications unless noted otherwise within this proposal.	IZ (initials)
The bidder certifies that the price listed in this bid is a firm Price through the final delivery of the materials proposed herein, and that no material escalation will be accepted as part of this proposal.	IZ (initials)

Within fifteen (10) days after receipt by the Bidder from McCarthy of the Subcontract or Purchase Order, the Bidder will execute and return to McCarthy said Subcontract or Purchase Order and if notified from McCarthy that Bidder is not to be enrolled in McCarthy's Contractor Default Insurance Program, deliver to McCarthy Performance and Labor and Material Payment Bonds for the Subcontract or a Supply Contract Bond for the Purchase Order, or the difference between the amount of the bid and such larger amount for which McCarthy may subcontract with another party to perform the work covered by said bid, together with all court costs, all attorney fees and all other expense of recovery, all of which shall not exceed the Bid Security attached in the amount of 15% of the bid, will become the property of McCarthy. The bonds shall name McCarthy as Obligee.

If an Individual:

Authorized Signature: _____

Name (print): _____

Email: _____

Business Address: _____

_____

If a Partnership:

Authorized Signature: Chris May - MANAGING PARTNER

Name (print): CHRIS MAY

Email: chris@revolutionindustrial.com

Authorized Signature: _____

Name (print): _____

Email: _____

Business Address: _____

_____

If a Corporation:

Authorized Signature: _____

Name (print): _____

Email: _____

Title: _____

Business Address: _____

_____

Telephone _____

Contractor License Number: 272318

General Liability Insurance Carrier (not the agent): Crest Insurance Group

*Please attach a sample certificate of insurance and current W9 form to your bid.

Revolution INDUSTRIAL

5858 W. Riggs Rd. • Chandler, AZ 85226
P.O. Box 51420 • Phoenix, AZ 85076

www.revolutionindustrial.com

P: (480) 993-6699 • F: (480) 718-7656

Proposal #20-0357 R1

Thursday, April 22, 2021

Revolution Industrial is pleased to present our proposal for:

Client: McCarthy Building Companies

Client Contact: Michael Jones - Estimator

Project: Chandler WRF Improvements – GMP 02

This scope of work includes: Structural fabrication and erection per 2021.03.15_WRF Improvements_Agency Review Drawings, Addendum 1 through 4.

Structural Steel

- Removal and reinstallation of AWRF Filter basin Canopy – 10.26 Tons
- Crane Rail Framing at AWRF Filters – 2.88 Tons
- New Canopy at OWRF Filter Basin – 12.33 Tons
- Sludge holding tank stairs – 3.52 Tons.
- Roof Framing at sludge blower building – 5.07 Tons.

Our price for this scope of work is as follows:

1. Lump Sum Price of - $743,464.00
    a. Breakout per attached McCarthy Bid form and Front Ends Documents
2. Taxes Excluded

Clarifications:

- All work to be performed according to OSHA and site-specific safety regulations.
    - COVID – 19 precautions per CDC guidelines. Site specific guidelines not identified in the bid package may increase total duration and result in a change order.
- Quote valid for 150 days from date on proposal.
- Confined space work is considered non-permitted.
- McCarthy responsible for provided access and egress and all air monitoring.
- Includes one mobilization per scope (structural, and misc. metals). Additional mobilization will incur a change order.
- Bond and Bid bond rate are spread across both scope areas evenly. Selection of only one scope will affect rate and may result in a change order.
- 30% of contract value will be billed upon contract award for mobilization and to procure materials.
- OWRF Aeration Basins Pipe support (6/S-15) Max height 4’. Assumed 6’ height per M-3.02.
- Pre-Job Notification:
  Owner/Contractor needs to be aware that Revolution Industrial routinely files preliminary notices on projects solely to protect Revolution Industrial’s rights in case of dispute or non-payment. This is done to fulfill state requirements allowing us to protect our legal rights.

Exclusions:

1. Any items not identified or sized or details not shown or details shown but not cut on the drawings
2. Miscellaneous steel not specifically called out.
3. FRP Grating

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4. All steel and misc. metal associated with the maintenance building.
5. Any and all pipe straps
6. Drill and epoxy of steel hardware at new concrete.
7. Spiral Staircases
8. Mechanical pipe support unless specifically noted above.
9. Excavation or concrete infill of bollards.
10. Permits.
11. Sales, use and gross receipts taxes
12. Demolition and / or removal of existing material, finish or fireproofing to obtain access.
13. Cost of inspection and testing.
14. Participating in liquidated damages
15. Rebar & mesh
16. Concrete inserts
17. All concrete work, grout & placing of same, core drilling and etc.
18. Opening frames or mechanical supports (except where specifically shown on structural drawings)
19. Burglar bars @ opening frames.
20. Stair nosings
21. Wrought iron fence and gates
22. Ornamental metals (aluminum, brass, bronze, glass rail, wrought iron & etc.)
23. Field welding of rebar.
24. Field welding other than listed.
25. Sheet metal 15 gauge & lighter.
26. Metal sash and/or mullions
27. Glass stops
28. Wire mesh partitions & accessories
29. Expansion joint covers
30. Unistrut
31. Back up bars for other trades
32. Pipe sleeves for other trades
33. All non-ferrous materials
34. Anchor bolts for others trades
35. Masonry anchors or ties
36. Bolts other than steel to steel & steel to concrete or masonry
37. Seam welding of metal deck
38. Flashing, gutters and downspouts
39. Sump pans
40. Cutting of deck at mechanical openings
41. Installation of the insulation @ acoustical deck
42. Shoring of any kind
43. Chain link fence and gates
44. Signage post and post sleeves
45. All wood products and materials
46. All Simpson products
47. Panelized wooden roof system and all accessories
48. Standing seam metal roof system and all accessories
49. Field measuring and surveying.
50. Galvanizing
51. Finish painting.
52. Any field painting including touch-up of structural, miscellaneous & metal decking.
53. All structural calculations and engineering costs.

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54. Any item not specifically included in this proposal.
55. Grouting of steel base plates.

Sincerely,

Jarrod Goodman – Project Manager
C: 623.980.4180
jarrod@revolutionindustrial.com

Isaac Zornes - Estimator
C:602.245.2008
Izornes@revolutionindustrial.com

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Jones, Michael

From: Issac Zornes <izornes@revolutionindustrial.com>
Sent: Wednesday, April 28, 2021 1:37 PM
To: Jones, Michael
Subject: RE: Labor for Concrete Embedded Metal - Chandler WRF

The structural scope includes the 3M PRL insurance but is missing the add of 60K for the 5M CGL insurance till 2023.
If awarded just structural – 60K add.
If awarded Structural and Misc. Metals – 60K add.
If awarded only Misc. metals – 78K add.

The 3M PRL insurance till 2023 was an 18K carry in the last updated structural proposal.

Thank you

Isaac Zornes | Estimator
(602) 245-2008
Izornes@revolutionindustrial.com

From: Jones, Michael <MJones@McCarthy.com>
Sent: Wednesday, April 28, 2021 1:21 PM
To: Issac Zornes <izornes@revolutionindustrial.com>
Subject: RE: Labor for Concrete Embedded Metal - Chandler WRF

One more question. Will the $78,000 for insurance coverage cost the same whether you are awarded one or two scopes of work? If you won both there were be a deduct on both scopes?

Thanks,

Michael Jones
Project Estimator
McCarthy Building Companies, Inc.
6225 N. 24th Street, STE 200 | Phoenix, AZ 85016
M 480-392-9157

From: Issac Zornes <izornes@revolutionindustrial.com>
Sent: Wednesday, April 28, 2021 11:30 AM
To: Jones, Michael <MJones@McCarthy.com>
Subject: RE: Labor for Concrete Embedded Metal - Chandler WRF

Chandler WRF Improvements Project
GMP 2 Work Category Solicited Subcontractors Summary
Work Category: **05B Misc. Metals**

Subcontractor/Supplier Name	***Status***
Revolution Industrial	*Recommended*
McCarthy Building Company	*Proposed*
Blue Dot Steel & Supply	*Declined*
Diversified Metal Fabrication	*Declined*
Anderson Steel Supply Inc.	*Declined*
Caliente Ironworks	*Declined*
OLT Fabrication	*Declined*

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **05B - Miscellaneous Metals**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	Revolution Industrial	McCarthy/SH Engineering	Blue Dot Steel & Supply	Diversified Metal Fabrication	Anderson Steel Supply, Inc.
		Jarrod Goodman	Eric Fields	Erin Rios	Carrie Boldt	Richard McGivern
		(623) 980-4180	(602) 819-4375	(480) 894-0760	(480) 892-7700	(406) 761-4354
		jarrod@revolutionindustrial.com	Efields@McCarthy.com	erin@bluedotsteel.com	cboldt@dm-fab.com	rmcgivern@andersonsteel.net
	TOTAL WORK CATEGORY PACKAGE VALUE	**$863,923**	**$960,301**	**Declined**	**Declined**	**Declined**
	MCCARTHY SUBCONTRACT & FRONT END TERMS					
1	Compliant with McCarthy Front Ends	Yes	Yes			
2	Bid Submitted on McCarthy Bid Form	Yes	Yes			
3	Bid Bond Included with Bid (if over $250k Sub/$500k Supplier)	Yes	Yes			
4	Current Bank Reference Letter that shows Subcontractor or Vendor is in good standing. (The date on the letter provided should be within the last 30 days and the letter should include the status of their line of credit.)	Yes	Yes			
5	Surety Company	Old Repubic	Allianz-Starr			
6	Surety AM Best Rating (Must be A- or Better)	A+	A+			
7	AM Best Financial Size X($500M to $750M) or higher	Yes	Yes			
8	Anticipated contract amount is less than the Federal UW Limit as listed on the Treasury Listing	Yes	Yes			
9	Bond/CDI Cost	1.200%	1.295%			
10	Included Insurance Requirements (Per Matrix)	Yes	Yes			
11	GL Insurance Company Name	Crest Insurance	Allianz-Starr			
12	GL Insurance Carrier AM Best Rating (Must be A- or Better)	A+	A+			
13	PRL Insurance (If required by the Front Ends)	Yes	Yes			
14	Pollution Insurance (If required by the Front Ends)	N/A	Yes			
15	Tier 1 Approved	Yes	Yes			
16	Tier 2 Approved	N/A	Yes			
17	Safety Items:	Yes	Yes			
18	OSHA Recordable Incident Rate (Current)	.8	0.39			
19	Agrees to comply with PPE requirements including 100% glove policy	Yes	Yes			
20	Acknowledges updated ladder policy (platform ladders)	Yes	Yes			
21	Task Hazard Analysis included for all tasks	Yes	Yes			
22	Tie-off above 6' required	Yes	Yes			
23	Includes Hoisting for Sub's Own Work Scope	Yes	Yes			
24	Acknowledges Soils Report	N/A	N/A			
25	Acknowledges Addenda	Yes	Yes			
26	Hold Bid for 150 Days	Yes	Yes			
27	Pricing good for the duration of the project	N/A	N/A			
28	Sales Tax Included	N/A	N/A			
29	**COVID-19 Market Questions**					
30	How has your workprogram been impacted by the COVID-19 situation? % of work stopped or delayed by more than 2 weeks?	No	No			
31	Have you had any future work oppurtunities canceled or delayed? What % of your future sales are projected to be impacted by COVID-19?	No	No			
32	Are you suffering productivity loss that is impacting the ability to complete work on time?	No	No			
33	Have you had any difficulty with employees not wanting to come to work because of the risk of infection?	No	No			
34	Have you experienced any unusual voluntary turnover as a result of COVID-19?	No	No			
35	Have you had to furlough or make a reduction in staff or go to a reduced workweek as a result of COVID-19 market conditions?	No	No			
36	Have you experienced and/or do you anticipate any issues with existing suppliers or vendors?	Longer Lead Times	No			
37	Do you have any overseas suppliers that may be impeding your supply chain?	No	No			

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **05B - Miscellaneous Metals**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	Revolution Industrial	McCarthy/SH Engineering	Blue Dot Steel & Supply	Diversified Metal Fabrication	Anderson Steel Supply, Inc.
		Jarrod Goodman	Eric Fields	Erin Rios	Carrie Boldt	Richard McGivern
		(623) 980-4180	(602) 819-4375	(480) 894-0760	(480) 892-7700	(406) 761-4354
		jarrod@revolutionindustrial.com	Efields@McCarthy.com	erin@bluedotsteel.com	cboldt@dm-fab.com	rmcgivern@andersonsteel.net
	TOTAL WORK CATEGORY PACKAGE VALUE	**$863,923**	**$960,301**	**Declined**	**Declined**	**Declined**
38						
39	Per Plans & Specifications	Yes	Yes			
40	Division 1 as it relates to this scope of work	Yes	Yes			
41	03600 – Grout	Yes	Yes			
42	05051 – Anchor Bolts, Toggle Bolts, and Concrete Inserts	Yes	Yes			
43	05500 – Metal Fabrications	Yes	Yes			
44	05510 – Metal Stairs	Yes	Yes			
45	05521 – Aluminum Handrail	Yes	Yes			
46	05530 – Aluminum Grating	Yes	Yes			
47	05532 – Aluminum Checkered Plate	Yes	Yes			
48	09900 – Painting	Yes	Yes			
Scope of Work						
Base Bid:		$892,294	$1,018,192			
49	Provide all labor, materials, tools, equipment and appurtenances as required to perform the Work Category 05B - Miscellaneous Metals, in accordance with and reasonably inferable from the Contract Documents, complete and without exception unless otherwise noted below, including, but not limited to the following:	Yes	Yes			
50	Check to Spec completed and submitted to McCarthy	N/A	N/A			
51	1 year warranty from Final Acceptance (Aug 2023)	Yes	Yes			
52	On-site verifications of dimensions	Yes	Yes			
53	Shop Primer and field touch up primer in accordance to spec 09900 Painting	Yes	Yes			
54	Corrosion Protection for all aluminum surfaces in contact with grout, concrete, masonry, wood or dissimilar metals per spec to be NSF61 approved.	Yes	Yes			
55	6" dia x 8' long bollards	Yes	Yes			
56	Stair details, loadings, connections, materials and design calculations prepared, signed and sealed by Registered Professional Engineer licensed in the State of Arizona	Yes	Yes			
57	Provide Aluminum Handrail and Railings by a single firm	Yes	Yes			
58	Calculations for complete structural analysis of handrail and railing systems including calculations showing compliance with system performance to be prepared, signed and sealed by a Registered Professional Engineer licensed in the State of Arizona.	Yes	Yes			
59	Provide all anchor bolts for base plates	Yes	Yes			
60	Drill and epoxy anchors where required	Yes	Yes			
61	Provide all Ladders per latest issue of OSHA/ANSI A14.3, Section 1910.27. and applicable building code standards	Yes	Yes			
62	OSHA approved fall protection on all ladder systems	Yes	Yes			
63	Floor Access Hatches to be double doored with aluminum safety grating	Yes	Yes			
64	Safety railing for side of hatches not protected once grating is opened	Yes	Yes			
65	Blower pipe supports	Yes	Yes			
66	Steel supports for Filter Basin platforms	Yes	Yes			
67	Metal stairs at Filters, Anoxic Basins, Clarifiers	Yes	Yes			
68	SS Baffle/Hood at OWRF Anoxic Basin	Yes	Yes			
69	Aluminum grating (including supports, anchors)	Yes	Yes			

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **05B - Miscellaneous Metals**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	Revolution Industrial	McCarthy/SH Engineering	Blue Dot Steel & Supply	Diversified Metal Fabrication	Anderson Steel Supply, Inc.
		Jarrod Goodman	Eric Fields	Erin Rios	Carrie Boldt	Richard McGivern
		(623) 980-4180	(602) 819-4375	(480) 894-0760	(480) 892-7700	(406) 761-4354
		jarrod@revolutionindustrial.com	Efields@McCarthy.com	erin@bluedotsteel.com	cboldt@dm-fab.com	rmcgivern@andersonsteel.net
	TOTAL WORK CATEGORY PACKAGE VALUE	**$863,923**	**$960,301**	**Declined**	**Declined**	**Declined**
70	Swing safety gates	Yes	Yes			
71	Aluminum checkered plate	Yes	Yes			
72	Epoxy for Anchors	Yes	Yes			
73	Relocate metal canopy at OWRF Chlorine Contact Basin	Yes	Yes			
74	Five-year warranty for access hatches	Yes	Yes			
75	Ackowledge Q&A Log	Yes	Yes			
76	Provide structural and anchorage calculation sealed by a registered structural engineer in the state of Arizona	Yes	Yes			
77	All metallic surfaces (including pipe, supports, and enclosure) shall be primed per the requirements of the 09900 - Painting	Yes	Yes			
78	Shipping shall be FOB jobsite	Yes	Yes			
79	Separate deliveries for AWRF and OWRF	Yes	Yes			
80	Deduct for Metal stairs at Maintenance Building	-$68,614	-$63,727			
81	Cost for Project Required Insurance	$30,000	N/A			
82	Unloading & storage	Yes	Yes			
83	COVID-19 Scope Items					
84	Proposal includes CDC, Federal, State and Local OSHA guidelines for COVID-19.	Yes	Yes			
85	Your proposal shall include all productivity, schedule, and other impacts to cost and schedule.	Yes	Yes			
86	All personnel onsite must maintain 6'0" spacing between personel and shall have facemasks on at all times that align with CDC, Federal, State or Local OSHA guidelines for COVID-19.	Yes	Yes			
87	Work activities that require personnel to be closer than 6'0" must have a plan presented and approved by McCarthy before work activity commences. Work activities within 6'0" shall also include the appropriate masks and PPE while performing the work.	Yes	Yes			
88	All tools and equipment used must be sanitzed each day.	Yes	Yes			
89	Personnel must comply with all hand washing and sanitizing requirements set by McCarthy.	Yes	Yes			
90	Subcontractors with onsite trailers must sanitize trailer interior high contact areas and restroom facilities daily. Subcontractors must have a plan approved by McCarthy to maintain 6' social distancing within the trailer as required by the AHJ.	Yes	Yes			
91	Personnel are not allowed to carpool to the site or while onsite.	Yes	Yes			
92	Any personnel reporting symptoms must be immediately reported to McCarthy and follow the apropriate testing and quarantine protocols.	Yes	Yes			
93						
94	End of Scope					
95	Bond/CDI Cost	$10,243	$5,836			
	TOTAL WORK CATEGORY PACKAGE VALUE	**$863,923**	**$960,301**			

BID PROPOSAL

Date April 9th 2021

Bid Proposal of * Revolution Industrial (hereinafter called "Bidder")

a ** Corporation organized and existing under the laws of the State of

Arizona.

* Insert name of firm.
** Insert corporation, partnership, or individual, as applicable.

(INSERT OWNER'S ADDRESS)
TO: McCarthy Building Companies, Inc.
6225 North 24th Street, Suite 200
Phoenix, Arizona 85016

The Bidder, in compliance with your Invitation for Bids for the construction of Chandler Water Reclamation Facility Improvements having examined the Contract Documents entitled City of Chandler, Chandler WRF Improvements Project, and other related documents and being familiar with the site of the proposed work, and with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, and the progress of work to date, if any, hereby proposes to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, superintendence, perform all work, provide all services, and to construct all work in accordance with the Contract Documents set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required.

The Bidder shall attach a copy of Bidders' detailed estimate to its Bid Proposal. This estimate shall identify all quantities shown in the documents or anticipated along with corresponding labor, material and equipment pricing.

After Bid Proposals are received, tabulated, and evaluated by McCarthy, said Bidder agrees to meet with McCarthy for the purpose of determining any duplications, omissions, or mutually agreed bid adjustments. For these meetings, the Bidder agrees to provide a complete, detailed cost breakdown; a list of all sub-subcontractors proposed for use in the work; and a list of all items, materials and their manufacturers proposed for use in the work.

The Bidder, if awarded a Subcontract, agrees to commence work and to fully complete its Work in accordance with a schedule to be established in collaboration with McCarthy under the provisions of the Additional Subcontractor Conditions of the Specifications.

The Bidder acknowledges receipt of the following Addenda: One through four

.

BASE BID:

The Bidder agrees to perform all Structural steel and misc. metals (herein insert the title of the Work Category as it appears in the Additional Subcontractor Conditions) Work for Work Category No. 05B, as described in the Contract Documents, for the Lump Sum of One million three hundred thousand five hundred and eighty nine DOLLARS ($1,300,589.00).

BID BREAKDOWN:

Airport WRF Total Amount $

- Aeration Basin $78,667.85.
- Blower Piping $100,957.25.
- Blower Ductbank $123,647.95.
- Filters $ N/A.
- Maintenance Bldg $ N/A.

Ocotillo WRF Total Amount $

Project Insurance Requirement Cost Adder- Split between WC 05A and 05B = $30,000/ea. See below for back email.

- Aeration/Anoxic $997,315.95.
- RAS/WAS PS $ N/A.
- Clarifiers 1& 2 $ N/A.
- Filters $ N/A..
- MCC Replacement $ N/A..
- Reservoir $ N/A..
- Roads/Sitework $ N/A..

Performance & Payment Bond Cost *(If Applicable)* $15,000.00

Total Subcontract Amount $1,300,589.00

The name of the proposed Bonding Company is Old Republic Surety Company

Bond rate 15 %

All applicable taxes, except sales and use taxes on materials and equipment which are affixed and made a part of the real estate of the Project, are included in the above Base Bid. Bidder agrees that this Bid Proposal shall be good and may not be withdrawn unless McCarthy does not send Bidder a Subcontract within one hundred ~~twenty (160) calendar days~~ fifty (150) calendar days after the opening date of Bid Proposals.

(Amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

ALTERNATES:

The Bidder further agrees that if any or all of the Alternates listed and described below are incorporated and accepted within sixty (60) calendar days after receipt of a Subcontract from McCarthy, the Bidder will adjust its Subcontract by the amount indicated opposite the Alternates listed below.

ALTERNATE NO. 1: Filter Disc in Basin 7 Installation:

ADD the sum of $ N/A .

ALTERNATE NO. 2: Clarifier 3 Rehabilitation

ADD the sum of $ N/A .

ALTERNATE NO. 3: Sludge Holding Tank and Blower Bldg No. 2

ADD the sum of $ N/A .

ALTERNATE NO. 4: Removal/Replacement of Diffusers in 2 Aeration Basins

ADD the sum of $ N/A .

ALTERNATE NO. 5: _____

ADD the sum of $ N/A .

CHANGE ORDER RATES: (Add separate sheet as needed)

Markup % (on rates and material): Please see attached RI 2021 Rate sheet .

Position: N/A Rate: N/A .

Position: N/A Rate: N/A .

Equipment: N/A Rate: N/A .

Equipment: N/A Rate: N/A .

SAFETY RECORDS

The Bidder certifies to the following Experience Modification Rates (EMR) and Incidence Rates for the three (3) most recent years:

	Year 2018	Year 2019	Year 2020
1. Compensation Experience Modification Rate:			.80
2. Incidence Rate:			
(a) Number of hours employees worked in the year.			
(b) Number of cases defined as recordable, from the OSHA Form 300 Log.			
(c) Total Recordable Incidence Rate = (b) x (200,000 hours) / Hours Worked (a)			

The Bidder understands that McCarthy reserves the right to reject any or all Bid Proposals and to waive any informalities or irregularities therein.

SELECT AS APPROPRIATE

☒ The Bidder has completed the Prequalification Form together with all other required data for McCarthy's' Contractor Default Insurance Program; OR

☐ The Bidder has not completed the Prequalification Form together with all other required data for McCarthy's' Contractor Default Insurance Program because the Bidder has provided the Form and all such information to McCarthy in the past 12 months for the following project:

_____ Project, which bid on: _____.

RESPONSIVE BID REQUIREMENTS:

DO NOT ENCLOSE YOUR STANDARD TERMS AND CONDITIONS

If any exceptions are taken to the requirements of this Proposal form, attach a separate sheet listing those exceptions, stating the sections and paragraphs and the specific exception.	IZ (initials)
In submitting this proposal, the Bidder certifies that this bid is valid for 150 calendar days.	IZ (initials)
In submitting this Proposal as described herein, we agree to complete the work in accordance with the included Preliminary Construction Sequence.	IZ (initials)
In submitting this Proposal, the Bidder certifies that all cost for extended warranties to start on the date of Substantial Completion is included.	IZ (initials)
In submitting this proposal as described herein, we confirm that we have received, reviewed and agree to all commercial terms stated in the McCarthy Subcontract and Purchase Order Agreement. Any exception taken to the commercial terms stated in these Agreements must be listed on a separate sheet noting the article or paragraph and the specific exception. ***Bidders attached Standard Terms and Conditions will not be acknowledged or accepted as part of any given bid.***	IZ (initials)
In submitting this proposal as described herein, the Bidder certifies that this bid is coordinated based on a complete set of documents and that there will be no claims for change order based on the assertion that the Bidder did not have a complete set of Bidding Documents.	IZ (initials)
In submitting this proposal, the Bidder certifies that they have included all spare parts, training, O & M Manuals, shop drawings and administration costs as associated to comply with the requirements of the specifications and as listed for their scope of work.	IZ (initials)
A bid will be considered non-responsive if the Subcontractor Pre-Qualification Form is not completed as part of the Bid Form **(or on file at McCarthy office)**.	IZ (initials)
The Bidder, by submitting their bid, represents that they have read and understand the scope requirements of the Bidding Documents.	IZ (initials)
The Bidder certifies that any proposed materials in this scope of work meet or exceeds the requirements stated in the specifications unless noted otherwise within this proposal.	IZ (initials)
The bidder certifies that the price listed in this bid is a firm Price through the final delivery of the materials proposed herein, and that no material escalation will be accepted as part of this proposal.	IZ (initials)

Within fifteen (10) days after receipt by the Bidder from McCarthy of the Subcontract or Purchase Order, the Bidder will execute and return to McCarthy said Subcontract or Purchase Order and if notified from McCarthy that Bidder is not to be enrolled in McCarthy's Contractor Default Insurance Program, deliver to McCarthy Performance and Labor and Material Payment Bonds for the Subcontract or a Supply Contract Bond for the Purchase Order, or the difference between the amount of the bid and such larger amount for which McCarthy may subcontract with another party to perform the work covered by said bid, together with all court costs, all attorney fees and all other expense of recovery, all of which shall not exceed the Bid Security attached in the amount of 15% of the bid, will become the property of McCarthy. The bonds shall name McCarthy as Obligee.

If an Individual:

Authorized Signature: _____

Name (print): _____

Email: _____

Business Address: _____

_____

If a Partnership:

Authorized Signature: Chris May - MANAGING PARTNER

Name (print): CHRIS MAY

Email: chris@revolutionindustrial.com

Authorized Signature: _____

Name (print): _____

Email: _____

Business Address: _____

_____

If a Corporation:

Authorized Signature: _____

Name (print): _____

Email: _____

Title: _____

Business Address: _____

_____

Telephone _____

Contractor License Number: 272318

General Liability Insurance Carrier (not the agent): Crest Insurance Group

*Please attach a sample certificate of insurance and current W9 form to your bid.

Revolution INDUSTRIAL

5858 W. Riggs Rd. • Chandler, AZ 85226
P.O. Box 51420 • Phoenix, AZ 85076

www.revolutionindustrial.com

P: (480) 993-6699 • F: (480) 718-7656

Proposal #20-0357

Friday, April 9, 2021

Revolution Industrial is pleased to present our proposal for:

Client: MchCarthy Building Companies

Client Contact: Michael Jones - Estimator

Project: Chandler WRF Improvements – GMP 02

This scope of work includes: Structural and misc. metals per 2021.03.15_WRF Improvements_Agency Review Drawings, Addendum 1 through 4.

Structural Steel

- Removal and reinstallation of AWRF Filter basin Canopy – 10.26 Tons
- Crane Rail Framing at AWRF Filters – 2.88 Tons
- New Canopy at OWRF Filter Basin – 12.33 Tons
- Sludge holding tank stairs – 3.52 Tons.
- Roof Framing and decking at sludge blower building – 5.07 Tons.
- Relocating OWRF Canopy – 9.78

Misc Metals

- AWRF Blower Pipe Supports – 13.83 Tons
- OWRF Pipe Supports – 5.16 Tons
- Filter Basin Platform Metal Frames – 4.07 Tons
- Handrails and Guard railing – 983.25 LF
- Access hatches – 12 Count
- Aluminum Ladders – 10 Count
- Aluminum grating – 750 SF
- Bollards – 6 Count

Our price for this scope of work is as follows:

1. Lump Sum Price of - $1,300,589.00
    a. Structural Steel - $719,020.00
    b. Misc. Metals - $581,569.00
    c. Breakout per attached McCarthy Bid form and Front Ends Documents
2. Taxes Excluded (Taxes to be included if tax exemption not provided)

Clarifications:

- All work to be performed according to OSHA and site-specific safety regulations.
    - COVID – 19 precautions per CDC guidelines. Site specific guidelines not identified in the bid package may increase total duration and result in a change order.
- Quote valid for 150 days from date on proposal.
- Confined space work is considered non-permitted.
- McCarthy responsible for provided access and egress and all air monitoring.

This proposal is the sole property of Revolution Industrial. The contents herein are strictly confidential and are supplied on the understanding that they will be held confidentially and not disclosed to third parties without the prior written consent of Revolution Industrial. (© 2015)

- Includes one mobilization per scope (structural, and misc. metals). Additional mobilization will incur a change order.
- Bond and Bid bond rate are spread across both scope areas evenly. Selection of only one scope will affect rate and may result in a change order.
- 30% of contract value will be billed upon contract award for mobilization and to procure materials.
- OWRF Aeration Basins Pipe support (6/S-15) Max height 4'. Assumed 6' height per M-3.02.
- Pre-Job Notification:
  Owner/Contractor needs to be aware that Revolution Industrial routinely files preliminary notices on projects solely to protect Revolution Industrial's rights in case of dispute or non-payment. This is done to fulfill state requirements allowing us to protect our legal rights.

Exclusions:

1. Any items not identified or sized or details not shown or details shown but not cut on the drawings
2. Any items shown or called for on civil, mechanical, plumbing, electrical, or landscape drawings.
3. Miscellaneous steel not specifically called out.
4. FRP Grating
5. All steel and misc. metal associated with the maintenance building.
6. Any and all pipe straps
7. Drill and epoxy of steel hardware at new concrete.
8. Spiral Staircases
9. Mechanical pipe support unless specifically noted above.
10. Excavation or concrete infill of bollards.
11. Permits.
12. Sales, use and gross receipts taxes
13. Demolition and / or removal of existing material, finish or fireproofing to obtain access.
14. Cost of inspection and testing.
15. Participating in liquidated damages
16. Rebar & mesh
17. Concrete inserts
18. All concrete work, grout & placing of same, core drilling and etc.
19. Opening frames or mechanical supports (except where specifically shown on structural drawings)
20. Burglar bars @ opening frames.
21. Stair nosings
22. Wrought iron fence and gates
23. Ornamental metals (aluminum, brass, bronze, glass rail, wrought iron & etc.)
24. Field welding of rebar.
25. Field welding other than listed.
26. Sheet metal 15 gauge & lighter.
27. Metal sash and/or mullions
28. Glass stops
29. Wire mesh partitions & accessories
30. Expansion joint covers
31. Unistrut
32. Back up bars for other trades
33. Pipe sleeves for other trades
34. All non-ferrous materials
35. Anchor bolts for others trades
36. Masonry anchors or ties

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37. Bolts other than steel to steel & steel to concrete or masonry
38. Seam welding of metal deck
39. Flashing, gutters and downspouts
40. Sump pans
41. Cutting of deck at mechanical openings
42. Installation of the insulation @ acoustical deck
43. Shoring of any kind
44. Chain link fence and gates
45. Signage post and post sleeves
46. All wood products and materials
47. All Simpson products
48. Panelized wooden roof system and all accessories
49. Standing seam metal roof system and all accessories
50. Field measuring and surveying.
51. Galvanizing
52. Finish painting.
53. Any field painting including touch-up of structural, miscellaneous & metal decking.
54. All structural calculations and engineering costs.
55. Any item not specifically included in this proposal.
56. Grouting of steel base plates.

Sincerely,

Jarrod Goodman – Project Manager
C: 623.980.4180
jarrod@revolutionindustrial.com

Isaac Zornes - Estimator
C:602.245.2008
Izornes@revolutionindustrial.com

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Chandler WRF Improvements Project
GMP 2 Work Category Solicited Subcontractors Summary
Work Category: **06A Carpentry**

Subcontractor/Supplier Name	***Status***
Best Holdings Group	*Recommended*
Request Manufacturing	*Proposed*
MGC Inc	*Declined*
Pete King	*Declined*
Arch Millwork Design	*Declined*
Isec, Inc.	*Declined*
MKB Construction	*Declined*
Performance Contracting	*Declined*
Red Built	*Declined*
Sunstate Installations	*Declined*
Torcom	*Declined*
Western Millwork	*Declined*

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **06A - Carpentry**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

COMPANY INFORMATION		**Best Holdings Group DBA Maplewood Cabinetry**	Request Manufacturing Inc.	MGC Inc	Pete King	Arch. Millwork Design Inc.
		David Dieffenbach	Shannon McLaine	Jeff Rea	Zach King	Bruce Transon
		623-516-1800	602-618-5455	505-379-7408	602-944-4441	623-777-8912
		david@maplewoodcabinetry.com	shannan@requestaz.com	jrea@mgcinc.net	pete@pkcaz.com	bruce.transon@amd-sw.com
TOTAL WORK CATEGORY PACKAGE VALUE		**$2,809**	**$4,514**	**Declined**	**Declined**	**Declined**
MCCARTHY SUBCONTRACT & FRONT END TERMS						
1	Compliant with McCarthy Front Ends	Yes	Yes			
2	Bid Submitted on McCarthy Bid Form	Yes	Yes			
3	Bid Bond Included with Bid (if over $250k Sub/$500k Supplier)	N/A	N/A			
4	Current Bank Reference Letter that shows Subcontractor or Vendor is in good standing.	3/1/2021	2/24/2021			
5	Surety Company	N/A	N/A			
6	Surety AM Best Rating (Must be A- or Better)	N/A	N/A			
7	AM Best Financial Size X($500M to $750M) or higher	Yes	N/A			
8	Anticipated contract amount is less than the Federal UW Limit as listed on the Treasury Listing	N/A	N/A			
9	Bond/CDI Cost	1.295%	1.295%			
10	Included Insurance Requirements (Per Matrix)	Yes	Yes			
11	GL Insurance Company Name	Massachusetts Bay	Sentinel Insurance Co.			
12	GL Insurance Carrier AM Best Rating (Must be A- or Better)	A+	A+			
13	PRL Insurance (If required by the Front Ends)	N/A	N/A			
14	Pollution Insurance (If required by the Front Ends)	N/A	N/A			
15	Tier 1 Approved	Yes with Cond.	Yes			
16	Tier 2 Approved	N/A	N/A			
17	Safety Items:	Yes	Yes			
18	OSHA Recordable Incident Rate (Current)	1.03	0.87			
19	Agrees to comply with PPE requirements including 100% glove policy	Yes	Yes			
20	Acknowledges updated ladder policy (platform ladders)	Yes	Yes			
21	Task Hazard Analysis included for all tasks	Yes	Yes			
22	Tie-off above 6' required	Yes	Yes			
23	Includes Hoisting for Sub's Own Work Scope	Yes	Yes			
24	Acknowledges Soils Report	N/A	N/A			
25	Acknowledges Addenda	Yes	Yes			
26	Hold Bid for 150 Days	Yes	Yes			
27	Pricing good for the duration of the project	N/A	N/A			
28	Sales Tax Included	No	No			
29	**COVID-19 Market Questions**					
30	How has your workprogram been impacted by the COVID-19 situation? % of work stopped or delayed by more than 2 weeks?	No	No			
31	Have you had any future work oppurtunities canceled or delayed? What % of your future sales are projected to be impacted by COVID-19?	No	No			
32	Are you suffering productivity loss that is impacting the ability to complete work on time?	No	No			
33	Have you had any difficulty with employees not wanting to come to work because of the risk of infection?	No	No			
34	Have you experienced any unusual voluntary turnover as a result of COVID-19?	No	No			
35	Have you had to furlough or make a reduction in staff or go to a reduced workweek as a result of COVID-19 market conditions?	No	No			

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **06A - Carpentry**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	Best Holdings Group DBA Maplewood Cabinetry	Request Manufacturing Inc.	MGC Inc	Pete King	Arch. Millwork Design Inc.
		David Dieffenbach	Shannon McLaine	Jeff Rea	Zach King	Bruce Transon
		623-516-1800	602-618-5455	505-379-7408	602-944-4441	623-777-8912
		david@maplewoodcabinetry.com	shannan@requestaz.com	jrea@mgcinc.net	pete@pkcaz.com	bruce.transon@amd-sw.com
	TOTAL WORK CATEGORY PACKAGE VALUE	**$2,809**	**$4,514**	**Declined**	**Declined**	**Declined**
36	Have you experienced and/or do you anticipate any issues with existing suppliers or vendors?	No	No			
37	Do you have any overseas suppliers that may be impeding your supply chain?	No	No			
38						
39	Per Plans & Specifications	Yes	Yes			
40	Division 1 as it relates to this scope of work	Yes	Yes			
41	05051 Anchor Bolts, Toggle Bolts, and Concrete Inserts	Yes	Yes			
42	06100 Rough Carpentry	By WC 09A	By WC 09A			
43	06410 Architectural Wood Casework	Yes	Yes			
Scope of Work						
Base Bid:		$2,500	$4,183			
44	Provide all labor, materials, tools, equipment and appurtenances as required to perform the Work Category 06A-Carpentry, in accordance with and reasonably inferable from the Contract Documents, complete and without exception unless otherwise noted below, including, but not limited to the following:	Cabinetry Only	Cabinetry Only			
45	Check to Spec completed and submitted to McCarthy	Yes	Yes			
46	1 year warranty from Final Acceptance (Aug 2023)	Yes	Yes			
47	**Airport WRF Site - Maintenance Building**					
48	Rough Carpentry In-Wall Blocking for Plumbing Fixtures and Accessories - coordinate with respective trades (Drywall package) for inwall blocking by others	By WC 09A	By WC 09A			
49	Blocking to be coordinated with MEP Trades as required	By WC 09A	By WC 09A			
50	All Casework in Maintenance Building including Countertops and Hardware - all blocking by Interior Drywall/Framing scope 09A	Yes	Yes			
51	Comply with code for fire retardant requirements	Yes	Yes			
52	Provide all anchors and epoxy required for the installation	Yes	Yes			
53	Shipping shall be FOB jobsite	Yes	Yes			
53	Unloading & storage	Yes	Yes			
54	Cover and Protect through Substantial Completion	$273	$273			
55	COVID-19 Scope Items					
56	Proposal includes CDC, Federal, State and Local OSHA guidelines for COVID-19.	Yes	Yes			
57	Your proposal shall include all productivity, schedule, and other impacts to cost and schedule.	Yes	Yes			
58	All personnel onsite must maintain 6'0" spacing between personel and shall have facemasks on at all times that align with CDC, Federal, State or Local OSHA guidelines for COVID-19.	Yes	Yes			
59	Work activities that require personnel to be closer than 6'0" must have a plan presented and approved by McCarthy before work activity commences. Work activities within 6'0" shall also include the appropriate masks and PPE while performing the work.	Yes	Yes			
60	All tools and equipment used must be sanitzed each day.	Yes	Yes			
61	Personnel must comply with all hand washing and sanitizing requirements set by McCarthy.	Yes	Yes			

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **06A - Carpentry**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	Best Holdings Group DBA Maplewood Cabinetry	Request Manufacturing Inc.	MGC Inc	Pete King	Arch. Millwork Design Inc.
		David Dieffenbach	Shannon McLaine	Jeff Rea	Zach King	Bruce Transon
		623-516-1800	602-618-5455	505-379-7408	602-944-4441	623-777-8912
		david@maplewoodcabinetry.com	shannan@requestaz.com	jrea@mgcinc.net	pete@pkcaz.com	bruce.transon@amd-sw.com
	TOTAL WORK CATEGORY PACKAGE VALUE	**$2,809**	**$4,514**	**Declined**	**Declined**	**Declined**
62	Subcontractors with onsite trailers must sanitize trailer interior high contact areas and restroom facilities daily. Subcontractors must have a plan approved by McCarthy to maintain 6' social distancing within the trailer as required by the AHJ.	Yes	Yes			
63	Personnel are not allowed to carpool to the site or while onsite.	Yes	Yes			
64	Any personnel reporting symptoms must be immediately reported to McCarthy and follow the apropriate testing and quarantine protocols.	Yes	Yes			
65						
66	End of Scope					
67	Bond/CDI Cost	$36	$58			
	TOTAL WORK CATEGORY PACKAGE VALUE	**$2,809**	**$4,514**			

BID PROPOSAL

Date March 29th, 2021

Bid Proposal of * Best Holdings Group, d.b.a Maplewood Cabinetry (hereinafter called "Bidder")

a ** corporation organized and existing under the laws of the State of

Arizona.

* Insert name of firm.
** Insert corporation, partnership, or individual, as applicable.

(INSERT OWNER'S ADDRESS)
TO: McCarthy Building Companies, Inc.
6225 North 24th Street, Suite 200
Phoenix, Arizona 85016

The Bidder, in compliance with your Invitation for Bids for the construction of Chandler Water Reclamation Facility Improvements having examined the Contract Documents entitled City of Chandler, Chandler WRF Improvements Project, and other related documents and being familiar with the site of the proposed work, and with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, and the progress of work to date, if any, hereby proposes to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, superintendence, perform all work, provide all services, and to construct all work in accordance with the Contract Documents set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required.

The Bidder shall attach a copy of Bidders' detailed estimate to its Bid Proposal. This estimate shall identify all quantities shown in the documents or anticipated along with corresponding labor, material and equipment pricing.

After Bid Proposals are received, tabulated, and evaluated by McCarthy, said Bidder agrees to meet with McCarthy for the purpose of determining any duplications, omissions, or mutually agreed bid adjustments. For these meetings, the Bidder agrees to provide a complete, detailed cost breakdown; a list of all sub-subcontractors proposed for use in the work; and a list of all items, materials and their manufacturers proposed for use in the work.

The Bidder, if awarded a Subcontract, agrees to commence work and to fully complete its Work in accordance with a schedule to be established in collaboration with McCarthy under the provisions of the Additional Subcontractor Conditions of the Specifications.

The Bidder acknowledges receipt of the following Addenda: Addendum 1, Addendum 2, and Addendum 3.

BASE BID:

The Bidder agrees to perform all Carpentry (Architectural Wood Casework only) (herein insert the title of the Work Category as it appears in the Additional Subcontractor Conditions) Work for Work Category No. 6A, as described in the Contract Documents, for the Lump Sum of Two-thousand, five-hundred DOLLARS ($2,500.00).

BID BREAKDOWN:

Airport WRF Total Amount $2,500.00

- Aeration Basin $0.00
- Blower Piping $0.00
- Blower Ductbank $0.00
- Filters $0.00
- Maintenance Bldg $2,500.00

Ocotillo WRF Total Amount $0.00

- Aeration/Anoxic $0.00
- RAS/WAS PS $0.00
- Clarifiers 1& 2 $0.00
- Filters $0.00
- MCC Replacement $0.00
- Reservoir $0.00
- Roads/Sitework $0.00

~~Sludge Holding/Blwr Bldg $_____.~~

Performance & Payment Bond Cost *(If Applicable)* $N/A

Total Subcontract Amount $2,500.00

The name of the proposed Bonding Company is N/A

Bond rate N/A %

All applicable taxes, except sales and use taxes on materials and equipment which are affixed and made a part of the real estate of the Project, are included in the above Base Bid. Bidder agrees that this Bid Proposal shall be good and may not be withdrawn unless McCarthy does not send Bidder a Subcontract within one hundred twenty (160) calendar days after the opening date of Bid Proposals.

(Amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

ALTERNATES:

The Bidder further agrees that if any or all of the Alternates listed and described below are incorporated and accepted within sixty (60) calendar days after receipt of a Subcontract from McCarthy, the Bidder will adjust its Subcontract by the amount indicated opposite the Alternates listed below.

ALTERNATE NO. 1: Filter Disc in Basin 7 Installation:

ADD the sum of $ 0.00 .

ALTERNATE NO. 2: Clarifier 3 Rehabilitation

ADD the sum of $ 0.00 .

ALTERNATE NO. 3: Sludge Holding Tank and Blower Bldg No. 2

ADD the sum of $ 0.00 .

ALTERNATE NO. 4: Removal/Replacement of Diffusers in 2 Aeration Basins

ADD the sum of $ 0.00 .

ALTERNATE NO. 5: _____

ADD the sum of $ 0.00 .

CHANGE ORDER RATES: (Add separate sheet as needed)

Markup % (on rates and material): 20% .

Position: Project / Install Manager Rate: 150.00 .

Position: Installer Rate: 75.00 .

Equipment: _____ Rate: _____ .

Equipment: _____ Rate: _____ .

SAFETY RECORDS

The Bidder certifies to the following Experience Modification Rates (EMR) and Incidence Rates for the three (3) most recent years:

	Year 2018	Year 2019	Year 2020
1. Compensation Experience Modification Rate:	0.75	0.70	1.03
2. Incidence Rate:			
(a) Number of hours employees worked in the year.	47,772	44,289	45,447
(b) Number of cases defined as recordable, from the OSHA Form 300 Log.	1	3	3
(c) Total Recordable Incidence Rate =	4.19	13.55	13.20

$$\frac{\text{(b) x (200,000 hours)}}{\text{Hours Worked (a)}}$$

The Bidder understands that McCarthy reserves the right to reject any or all Bid Proposals and to waive any informalities or irregularities therein.

SELECT AS APPROPRIATE

☒ The Bidder has completed the Prequalification Form together with all other required data for McCarthy's' Contractor Default Insurance Program; OR

☐ The Bidder has not completed the Prequalification Form together with all other required data for McCarthy's' Contractor Default Insurance Program because the Bidder has provided the Form and all such information to McCarthy in the past 12 months for the following project:

_____ Project, which bid on: _____.

RESPONSIVE BID REQUIREMENTS:

DO NOT ENCLOSE YOUR STANDARD TERMS AND CONDITIONS

If any exceptions are taken to the requirements of this Proposal form, attach a separate sheet listing those exceptions, stating the sections and paragraphs and the specific exception.	DMD (initials)
In submitting this proposal, the Bidder certifies that this bid is valid for 150 calendar days.	DMD (initials)
In submitting this Proposal as described herein, we agree to complete the work in accordance with the included Preliminary Construction Sequence.	DMD (initials)
In submitting this Proposal, the Bidder certifies that all cost for extended warranties to start on the date of Substantial Completion is included.	DMD (initials)
In submitting this proposal as described herein, we confirm that we have received, reviewed and agree to all commercial terms stated in the McCarthy Subcontract and Purchase Order Agreement. Any exception taken to the commercial terms stated in these Agreements must be listed on a separate sheet noting the article or paragraph and the specific exception. ***Bidders attached Standard Terms and Conditions will not be acknowledged or accepted as part of any given bid.***	DMD (initials)
In submitting this proposal as described herein, the Bidder certifies that this bid is coordinated based on a complete set of documents and that there will be no claims for change order based on the assertion that the Bidder did not have a complete set of Bidding Documents.	DMD (initials)
In submitting this proposal, the Bidder certifies that they have included all spare parts, training, O & M Manuals, shop drawings and administration costs as associated to comply with the requirements of the specifications and as listed for their scope of work.	DMD (initials)
A bid will be considered non-responsive if the Subcontractor Pre-Qualification Form is not completed as part of the Bid Form **(or on file at McCarthy office)**.	DMD (initials)
The Bidder, by submitting their bid, represents that they have read and understand the scope requirements of the Bidding Documents.	DMD (initials)
The Bidder certifies that any proposed materials in this scope of work meet or exceeds the requirements stated in the specifications unless noted otherwise within this proposal.	DMD (initials)

The bidder certifies that the price listed in this bid is a firm Price through the final delivery of the materials proposed herein, and that no material escalation will be accepted as part of this proposal.	DMD (initials)

Within fifteen (10) days after receipt by the Bidder from McCarthy of the Subcontract or Purchase Order, the Bidder will execute and return to McCarthy said Subcontract or Purchase Order and if notified from McCarthy that Bidder is not to be enrolled in McCarthy's Contractor Default Insurance Program, deliver to McCarthy Performance and Labor and Material Payment Bonds for the Subcontract or a Supply Contract Bond for the Purchase Order, or the difference between the amount of the bid and such larger amount for which McCarthy may subcontract with another party to perform the work covered by said bid, together with all court costs, all attorney fees and all other expense of recovery, all of which shall not exceed the Bid Security attached in the amount of 15% of the bid, will become the property of McCarthy. The bonds shall name McCarthy as Obligee.

If an Individual:

Authorized Signature: _____

Name (print): _____

Email: _____

Business Address: _____

_____

If a Partnership:

Authorized Signature: _____

Name (print): _____

Email: _____

Authorized Signature: _____

Name (print): _____

Email: _____

Business Address: _____

_____

If a Corporation:

Authorized Signature: David Dieffenbach Digitally signed by David Dieffenbach Date: 2021.03.29 13:39:53-07'00'

Name (print): David Dieffenbach

Email: David@maplewoodcabinetry.com

Title: _____

Business Address: 21241 North 23rd Avenue, Suite 9

Phoenix, AZ 85027

Telephone (623) 516-1800

Contractor License Number: 188894

General Liability Insurance Carrier (not the agent): Hanover

*Please attach a sample certificate of insurance and current W9 form to your bid.

Maplewood Cabinetry

21241 N. 23rd Ave.
Ste # 9
Phoenix, AZ 85027

AZ Contractors License
ROC 188894 & ROC 195151

Office Phone: 623-516-1800
Fax: 623-516 1823

McCarthy Building Companies, Inc.
6225 N. 24th Street
Phoenix, AZ 85016

3/29/2021

Proposal

Estimate #	Rep	Terms
18110	DMD	Net 30

Plan Date	Revisions
03/12/2021	

Project
CHANDLER WRF IMPROVEMENTS

Qty/Ft.	Description
	Design, Build and Install Custom Cabinetry per the Contract and approved Shop Drawings
	Proposal Based on Agency Review Set dated 03/12/2021
	AWRF MAINTENANCE BUILDING
	BREAK ROOM 102: Section A / A-1.86
3	Handicap Sink Base with Integral Toe Kick
2.5	PLam Base Cab. 34" to 36" x 24" with 1 Drawer & 1 Door
5.5	PLam Countertop 24" Deep, Scribed or 4" Backsplash
2.5	PLam Wall Cabinet 30" x 12"
3	PLam Wall Cabinet 18" x 12"
	PLam, Cabinets: Finish Selections TBD
	PLam, Countertop: Finish Selections TBD
	EXCLUSIONS: Demolition or Repair of Existing Millwork or Cabinetry, Plumbing and electrical components, in wall blocking, steel, solid surface materials unless spelled out above, 0.3 mil PVC edges, painting, finishing, trim, installation of materials provided by others, demolition of existing ,+ lifting, hoisting, phasing, AWI and LEEDS certification, LEEDS (green) products as well as chain of custody requirements NIC unless specified, after hours or weekend installations, any items not specified above.
	QUALIFICATIONS: 100 lb. full extension ball bearing drawer system or as specified in bid documents, Salice or equal 110 degree hinges, 4" brushed chrome wire pulls, Custom Grade flush overlay cabinet construction with line bore for shelf pin installation, particle board cabinet components with white melamine interiors, Standard Selection Plastic Laminate exteriors and self edge countertops with 0.5 Mil PVC at door, drawer and panel edges. (Colors to be determined) Price is good for 45 days from date of quote and if the project begins within 90 days from date of quote.
	Please call with any questions or revisions.
	Thank You, David Dieffenbach (602) 418-8105 Cell Phone

Subtotal	$2,500.00
Sales Tax (0.0%)	$0.00
Total	$2,500.00

Chandler WRF Improvements Project
GMP 2 Work Category Solicited Subcontractors Summary
Work Category: **06B Fiberglass Fabrications**

Subcontractor/Supplier Name	***Status***
Fibergate Composite Structures	*Recommended*
Grating Systems	*Proposed*
Fiberglass Fabricators	*Declined*
Geo Supply	*Declined*
Grating Pacific	*Declined*

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **06B - Fiberglass Fabrications**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	Fibergrate	Grating Systems	Fiberglass Fabricators	Strongwell	Grating Pacific
		Scott Elderworth	Garrett Gibson	Anthony Capo	Andy Waadevig	Allen Figueroa
		(623) 256-3614	(801) 621-4243	(401) 231-3552	(507) 867-1216	(623) 936-9200
		selderworth@fibergrate.com	garett@gratingsystems.com	acapo@fibfab.com	awaadevig@strongwell.com	afigueroa@gratingpacific.com
	TOTAL WORK CATEGORY PACKAGE VALUE	**$42,734**	**$47,212**	**Declined**	**No Bid**	**Declined**
	MCCARTHY SUBCONTRACT & FRONT END TERMS					
1	Compliant with McCarthy Front Ends	No	No			
2	Bid Submitted on McCarthy Bid Form	Waiting	No			
3	Bid Bond Included with Bid (if over $250k Sub/$500k Supplier)	N/A	N/A			
4	Current Bank Reference Letter that shows Subcontractor or Vendor is in good standing. (The date on the letter provided should be within the last 30 days and the letter should include the status of their line of credit.)	N/A	N/A			
5	Surety Company	N/A	N/A			
6	Surety AM Best Rating (Must be A- or Better)	N/A	N/A			
7	AM Best Financial Size X($500M to $750M) or higher	N/A	N/A			
8	Anticipated contract amount is less than the Federal UW Limit as listed on the Treasury Listing	N/A	N/A			
9	Bond/CDI Cost	3.500%	1.295%			
10	Included Insurance Requirements (Per Matrix)	Waiting	No			
11	GL Insurance Company Name	Starr Surplus Lines Insurnace Company	No			
12	GL Insurance Carrier AM Best Rating (Must be A- or Better)	Yes	No			
13	PRL Insurance (If required by the Front Ends)	Waiting	No			
14	Pollution Insurance (If required by the Front Ends)	N/A	N/A			
15	Tier 1 Approved	Yes	No			
16	Tier 2 Approved	N/A	N/A			
17	Safety Items:					
18	OSHA Recordable Incident Rate (Current)	N/A	N/A			
19	Agrees to comply with PPE requirements including 100% glove policy	N/A	N/A			
20	Acknowledges updated ladder policy (platform ladders)	N/A	N/A			
21	Task Hazard Analysis included for all tasks	N/A	N/A			
22	Tie-off above 6' required	N/A	N/A			
23	Includes Hoisting for Sub's Own Work Scope	N/A	N/A			
24	Acknowledges Soils Report	N/A	N/A			
25	Acknowledges Addenda	Waiting	Yes			
26	Hold Bid for 150 Days	No	5 Days			
27	Pricing good for the duration of the project	No	No			
28	Sales Tax Included	No	No			
29	**COVID-19 Market Questions**					
30	How has your work program been impacted by the COVID-19 situation? % of work stopped or delayed by more than 2 weeks?	N/A	N/A			
31	Have you had any future work opportunities canceled or delayed? What % of your future sales are projected to be impacted by COVID-19?	N/A	N/A			
32	Are you suffering productivity loss that is impacting the ability to complete work on time?	N/A	N/A			
33	Have you had any difficulty with employees not wanting to come to work because of the risk of infection?	N/A	N/A			
34	Have you experienced any unusual voluntary turnover as a result of COVID-19?	N/A	N/A			
35	Have you had to furlough or make a reduction in staff or go to a reduced workweek as a result of COVID-19 market conditions?	N/A	N/A			
36	Have you experienced and/or do you anticipate any issues with existing suppliers or vendors?	N/A	N/A			

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **06B - Fiberglass Fabrications**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	Fibergrate	Grating Systems	Fiberglass Fabricators	Strongwell	Grating Pacific
		Scott Elderworth	Garrett Gibson	Anthony Capo	Andy Waadevig	Allen Figueroa
		(623) 256-3614	(801) 621-4243	(401) 231-3552	(507) 867-1216	(623) 936-9200
		selderworth@fibergrate.com	garett@gratingsystems.com	acapo@fibfab.com	awaadevig@strongwell.com	afigueroa@gratingpacific.com
	TOTAL WORK CATEGORY PACKAGE VALUE	**$42,734**	**$47,212**	**Declined**	**No Bid**	**Declined**
37	Do you have any overseas suppliers that may be impeding your supply chain?	N/A	N/A			
38						
39	Per Plans & Specifications	Yes	Yes			
40	Division 1 as it relates to this scope of work	Yes	Yes			
41	06600 - Fiberglass Fabrications	Yes	Yes			
	Scope of Work					
	Base Bid:	$10,976	$15,190			
42	Provide all labor, materials, tools, equipment and appurtenances as required to perform the Work Category 06B - Fiberglass Fabrications, in accordance with and reasonably inferable from the Contract Documents, complete and without exception unless otherwise noted below, including, but not limited to the following:	Yes - Fab Only	Yes - Fab Only			
43	Check to Spec completed and submitted to McCarthy	N/A	N/A			
44	1 year warranty from Final Acceptance (Aug 2023)	Yes	Yes			
45	FRP effluent weir plates at AWRF and OWRF Filters (PlastiFab)	$17,928	$17,928			
46	Grating at Disc Filter Observation Platforms	Yes	Yes			
47	Grating at Reservoirs	Yes	Yes			
48	Samples for FRP grating	$120	$120			
49	On-site verification of dimensions - Grating and Weirs	$4,500	$4,500			
50	All supports and related hardware for grating	Yes	Yes			
51	All related hardware for weir plates	Yes	Yes			
52	Shop drawings	Yes	Yes			
53	Design calculations signed and sealed by a Professional Engineer registered in the State of Arizona.	$2,500	$2,500			
54	Installation of all FRP items per scope	In WC 11K	In WC 11K			
55	Shipping shall be FOB jobsite	$1,200	$1,500			
56	Unloading & storage	$370	$370			
57	Spare Parts per Spec 06600 - 2.9A	$1,500	$1,500			
58	Escalation to meet 150 Days Bid Validity - McCarthy Plug	$2,195	$3,000			
59	COVID-19 Scope Items					
60	Proposal includes CDC, Federal, State and Local OSHA guidelines for COVID-19.	N/A	N/A			
61	Your proposal shall include all productivity, schedule, and other impacts to cost and schedule.	N/A	N/A			
62	All personnel onsite must maintain 6'0" spacing between personnel and shall have facemasks on at all times that align with CDC, Federal, State or Local OSHA guidelines for COVID-19.	N/A	N/A			
63	Work activities that require personnel to be closer than 6'0" must have a plan presented and approved by McCarthy before work activity commences. Work activities within 6'0" shall also include the appropriate masks and PPE while performing the work.	N/A	N/A			
64	All tools and equipment used must be sanitized each day.	N/A	N/A			
65	Personnel must comply with all hand washing and sanitizing requirements set by McCarthy.	N/A	N/A			
66	Subcontractors with onsite trailers must sanitize trailer interior high contact areas and restroom facilities daily. Subcontractors must have a plan approved by McCarthy to maintain 6' social distancing within the trailer as required by the AHJ.	N/A	N/A			
67	Personnel are not allowed to carpool to the site or while onsite.	N/A	N/A			

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **06B - Fiberglass Fabrications**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	Fibergrate	Grating Systems	Fiberglass Fabricators	Strongwell	Grating Pacific
		Scott Elderworth	Garrett Gibson	Anthony Capo	Andy Waadevig	Allen Figueroa
		(623) 256-3614	(801) 621-4243	(401) 231-3552	(507) 867-1216	(623) 936-9200
		selderworth@fibergrate.com	garett@gratingsystems.com	acapo@fibfab.com	awaadevig@strongwell.com	afigueroa@gratingpacific.com
	TOTAL WORK CATEGORY PACKAGE VALUE	**$42,734**	**$47,212**	**Declined**	**No Bid**	**Declined**
68	Any personnel reporting symptoms must be immediately reported to McCarthy and follow the appropriate testing and quarantine protocols.	N/A	N/A			
69						
70	End of Scope					
71	Bond/CDI Cost	$1,445	$604			
	TOTAL WORK CATEGORY PACKAGE VALUE	**$42,734**	**$47,212**			

Fibergrate Composite Structures Inc

5151 Beltline Rd, Suite 1212 ~ Dallas, TX 75254 USA ~ T: 800-527-4043 ~ F: 972-250-1530

Quote No.54326 Quote Type: Fab Per Approval (original)

Bid Type: Firm

Customer: McCarthy Building Companies, Inc
Address: 6225 N 24TH STREET
PHOENIX, AZ 85016

Date: April 26, 2021
Phone: 480-449-4700
Fax: (480) 449-4747

Opportunity: City of Chandler
Location: Chandler, AZ.

Fibergrate appreciates the opportunity to bid on your FRP requirement, and offers the following quotation for your consideration.

Fibergrate is an ISO-9001:2008 certified manufacturer and is one of the original pioneers in the FRP fabrication industry, having invented fiberglass molded grating in 1965. With more than 50 years of experience in FRP fabrications , Fibergrate has the experience and capabilities necessary to design, manufacture , and fabricate the materials for your project to ensure that the assembly at the jobsite will proceed smoothly.

Fibergrate continues its commitment as a leader in the FRP market. All of the FRP products and solutions offered in this quotation are heavy metal safe. If you have any questions about heavy metals in FRP products or how they can affect your business, our communities and our environment, please go to our website (www.fibergrate.com) or contact your local Fibergrate Representative.

All material take-offs were derived from request received via email on 4/26/21. No FRP specification section was available at the time of this quotation.

MATERIALS of CONSTRUCTION:

Vi-Corr® 2" deep 2" square mesh molded grating with meniscus surface, color dark gray.

Non-Domestic 316 Stainless Steel Hardware

SCOPE of WORK:

Fibergrate® will provide the following:

Line Item 1 (AWRF):

- (5) areas of 2" deep molded grating measuring approximately 3' x 10'.
- (50) grating hold down clip assemblies.

NOTE

- This line item is to ship to 905 E Queen Creek Rd. Chandler, AZ 85286.

Option 1 for Line Item 1 (AWRF):

- (1) area of 2" deep molded grating measuring approximately 3' x 10'.
- (10) grating hold down clip assemblies.

NOTE

- This option is to ship with line item 1 to 905 E Queen Creek Rd. Chandler, AZ 85286.

Line Item 2 (OWRF):

- (4) areas of 2" deep molded grating measuring approximately 3' x 10'.

- (40) grating hold down clip assemblies.

NOTE

- This line item is to ship to 3315 South Old Price Rd. Chandler, AZ 85248.

Option 1 for Line Item 2 (OWRF):

- (1) area of 2" deep molded grating measuring approximately 3' x 10'.
- (10) grating hold down clip assemblies.
- This option is to ship with line item 2 to 3315 South Old Price Rd. Chandler, AZ 85248.

NOTES:

Fibergrate reserves the right to a final review of it's quotation prior to accepting a purchase order.

This quotation allows for three (3) sets of Approval & Erection drawings, additional drawings are available at an additional cost of $5.00 per sheet.

Fibergrate's standard fabrication and manufacturing tolerances will apply as follows:

1.) Cut grating = + 1/8" / - 5/16".
2.) Cut grating may have open or unequal stub bars.
3.) No specifications for design or products were provided with request for quote.
4.) Design criteria and products used in this quotation are per Fibergrate design standards.
5.) No design calculations are included with the quotation.
6.) Design calculations are available with projects requiring approval drawings at an additional charge.
7.) Fibergrate Composite Structures has a manufacturing facility in Stephenville, TX.
8.) Grating will be attached to the structure using provided hold down clip assemblies.
9.) This quotation is based upon customer providing AutoCad drawings to Fibergrate before approval drawings can be started.
10.) All grating notches and penetrations shown on the contract drawing are included in this quotation.
11.) All grating notches and penetrations not shown can be provided at additional cost.
12.) Visit www.fibergrate.com for Company history, literature, catalogs, specifications and product information.

EXCLUSIONS:(to be provided by others)

Anchor bolts (including concrete screws used in conjunction with grating hold down clips), installation, field measurements and any other items not specifically included in the above described "Scope of Work" are to be provided by others.

PRICING:

Fibergrate will provide prefabricated materials per this quotation for the amount of:

Line Item 1 (AWRF):	**$5,439.00**	(USD) (tax NOT included)
Option 1 for Line Item 1 (AWRF):	**$942.00**	(USD) (tax NOT included)
Line Item 2 (OWRF):	**$4,595.00**	(USD) (tax NOT included)
Option 1 for Line Item 2 (OWRF):	**$942.00**	(USD) (tax NOT included)

Freight Included in Total Quoted Price for delivery to zip code Chandler.

Freight Included based on One Complete Shipment.

Multiple shipments will result in additional charges to be determined at time of request. Executed change orders will be required prior to release of materials for shipment.

TERMS OF DELIVERY:

Terms of Delivery: FOB Point of Origin

SUBMITTAL REVISIONS: Submittal revisions due to customer requested changes will be billed at a rate of $60/HR for any additional drafting and/or engineering.

QUOTE VALIDITY: This quotation is firm for acceptance within thirty (30) days from the Bid Date.

SHIPMENT: Prices are firm for shipment within six (6) months of date of receipt of order. After six (6) months, prices may escalate per the Producer Price Index (PPI) for Finished Goods as reported at www.bls.gov/ppi. Price will be adjusted at quarterly intervals per the PPI until material shipment. Executed change orders will be required prior to release of materials for shipment.

ESTIMATED DELIVERY:

(Lead times to be determined upon receipt of a purchase order.)

Fibergrate Territory Manager:	Scott Elderworth E-Mail: selderworth@fibergrate.com Tel: 623-256-3614
Fibergrate Field Sales Manager:	West USA House, Brad Gornik E-Mail: bgornik@fibergrate.com Tel: 214-498-5530
This quotation was prepared by:	RDM

Terms of Payment: net 30

Fibergrate Composite Structures terms and conditions govern this quote. [x] See attached.

Chandler WRF Improvements Project
GMP 2 Work Category Solicited Subcontractors Summary
Work Category: **07B Sealants/Thermal Protection**

Subcontractor/Supplier Name	***Status***
RTI Sealants	*Recommended*
Innovative Contractor	*Proposed*
Rite Way Thermal	*Declined*
Den-Mark Specialty	*Declined*
Firestop Southwest	*Declined*
Arizona Stucco Systems	*Declined*
Canyon Plastering & Drywall	*Declined*
Diversified Interiors	*Declined*
M & J Caulking and Waterproofing	*Declined*
Mirage Plastering Inc.	*Declined*

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **07B - Sealants/Thermal Protection**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	RTI Sealants	Innovative Contractor	Rite Way Thermal	Den-Mark Specialty	Firestop Southwest
		Jorge Luquin	Clinton Trauter	Michael Sandvig	Travis Rice	Doug Tyser
		757-977-8088	602-888-0470	480-686-8432	602-431-1350	402-676-1254
		george@rtisealants.com	estimating@icontractorsolutions.com	msandvig@rwtusa.com	travis@denmarkconst.com	dougt@firestopsouthwest.com
	TOTAL WORK CATEGORY PACKAGE VALUE	**$11,024**	**$16,014**	**No Bid**	**No Bid**	**No Bid**
	MCCARTHY SUBCONTRACT & FRONT END TERMS					
1	Compliant with McCarthy Front Ends	Yes	Yes			
2	Bid Submitted on McCarthy Bid Form	Yes	Yes			
3	Bid Bond Included with Bid (if over $250k Sub/$500k Supplier)	Waiting	No			
4	Current Bank Reference Letter that shows Subcontractor or Vendor is in good standing.	N/A	N/A			
5	Surety Company	Atlantic Specialty Insurance Co.	Travelers			
6	Surety AM Best Rating (Must be A- or Better)	A+	N/A			
7	AM Best Financial Size X($500M to $750M) or higher	Yes	N/A			
8	Anticipated contract amount is less than the Federal UW Limit as listed on the Treasury Listing	N/A	N/A			
9	Bond/CDI Cost	2.000%	1.500%			
10	Included Insurance Requirements (Per Matrix)	Yes	No			
11	GL Insurance Company Name	Burlington Insurance Company	EMC			
12	GL Insurance Carrier AM Best Rating (Must be A- or Better)	Yes	No			
13	PRL Insurance (If required by the Front Ends)	N/A	N/A			
14	Pollution Insurance (If required by the Front Ends)	Yes	No			
15	Tier 1 Approved	Yes	Draft			
16	Tier 2 Approved	N/A	N/A			
17	Safety Items:	Yes	No			
18	OSHA Recordable Incident Rate (Current)	2.37	No			
19	Agrees to comply with PPE requirements including 100% glove policy	Yes	No			
20	Acknowledges updated ladder policy (platform ladders)	Yes	No			
21	Task Hazard Analysis included for all tasks	Yes	No			
22	Tie-off above 6' required	Yes	No			
23	Includes Hoisting for Sub's Own Work Scope	N/A	N/A			
24	Acknowledges Soils Report	N/A	N/A			
25	Acknowledges Addenda	Yes	Yes			
26	Hold Bid for 150 Days	120 days	30 days			
27	Pricing good for the duration of the project	Yes	No			
28	Sales Tax Included	$199	No			
29	**COVID-19 Market Questions**					
30	How has your work program been impacted by the COVID-19 situation? % of work stopped or delayed by more than 2 weeks?	No				
31	Have you had any future work opportunities canceled or delayed? What % of your future sales are projected to be impacted by COVID-19?	No				
32	Are you suffering productivity loss that is impacting the ability to complete work on time?	No				
33	Have you had any difficulty with employees not wanting to come to work because of the risk of infection?	No				
34	Have you experienced any unusual voluntary turnover as a result of COVID-19?	No				
35	Have you had to furlough or make a reduction in staff or go to a reduced workweek as a result of COVID-19 market conditions?	No				
36	Have you experienced and/or do you anticipate any issues with existing suppliers or vendors?	Unknown				

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **07B - Sealants/Thermal Protection**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	RTI Sealants	Innovative Contractor	Rite Way Thermal	Den-Mark Specialty	Firestop Southwest
		Jorge Luquin	Clinton Trauter	Michael Sandvig	Travis Rice	Doug Tyser
		757-977-8088	602-888-0470	480-686-8432	602-431-1350	402-676-1254
		george@rtisealants.com	estimating@icontractorsolutions.com	msandvig@rwtusa.com	travis@denmarkconst.com	dougt@firestopsouthwest.com
	TOTAL WORK CATEGORY PACKAGE VALUE	**$11,024**	**$16,014**	**No Bid**	**No Bid**	**No Bid**
37	Do you have any overseas suppliers that may be impeding your supply chain?	No				
38						
39	Per Plans & Specifications	Yes				
40	Division 1 as it relates to this scope of work	Yes				
41	07840 – Firestopping	Yes				
42	07900 – Joint Sealers	Yes				
	Scope of Work					
	Base Bid:	$3,549	$21,040	$0		
43	Provide all labor, materials, tools, equipment and appurtenances as required to perform the Work Category 07B - Sealants/Thermal Protection, in accordance with and reasonably inferable from the Contract Documents, complete and without exception unless otherwise noted below, including, but not limited to the following:	Yes	No			
44	Check to Spec completed and submitted to McCarthy	N/A	N/A			
45	1 year warranty from Final Acceptance (Aug 2023)	Yes	No			
46	All control joints and expansion joints	$97	No			
47	All concrete-to-concrete joints	$377	Yes			
48	Firestopping	$945	No			
49	All penetrations resolving the AWRF Maintenance Building, and OWRF RAS/WAS pump station from being watertight	Yes	No			
50	Around doors and other openings	$553	Yes			
51	Building openings	Yes	Yes			
52	Five-year warranty from Substantial Completion	Manufacturers	No			
53	Materials as required for firestopping assemblies	Yes	Yes			
54	Shipping shall be FOB jobsite (AWRF & OWRF)	Yes	No			
55	AWRF & OWRF Mobilizations	$1,000	Yes			
56	Unloading & storage	N/A	N/A			
57	Batt insulation (Covered by other WC)	N/A	-$6,058			
58	Sidewalk expansion joints (Covered by other WC)	N/A	-$2,468			
59	Safety Manager	$592	N/A			
60	Misc Sealants	$3,500	$3,500.00			
61	COVID-19 Scope Items					
62	Proposal includes CDC, Federal, State and Local OSHA guidelines for COVID-19.	Yes				
63	Your proposal shall include all productivity, schedule, and other impacts to cost and schedule.	Yes				
64	All personnel onsite must maintain 6'0" spacing between personnel and shall have facemasks on at all times that align with CDC, Federal, State or Local OSHA guidelines for COVID-19.	Yes				
65	Work activities that require personnel to be closer than 6'0" must have a plan presented and approved by McCarthy before work activity commences. Work activities within 6'0" shall also include the appropriate masks and PPE while performing the work.	Yes				
66	All tools and equipment used must be sanitized each day.	Yes				
67	Personnel must comply with all hand washing and sanitizing requirements set by McCarthy.	Yes				

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **07B - Sealants/Thermal Protection**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	RTI Sealants	Innovative Contractor	Rite Way Thermal	Den-Mark Specialty	Firestop Southwest
		Jorge Luquin	Clinton Trauter	Michael Sandvig	Travis Rice	Doug Tyser
		757-977-8088	602-888-0470	480-686-8432	602-431-1350	402-676-1254
		george@rtisealants.com	estimating@icontractorsolutions.com	msandvig@rwtusa.com	travis@denmarkconst.com	dougt@firestopsouthwest.com
	TOTAL WORK CATEGORY PACKAGE VALUE	**$11,024**	**$16,014**	**No Bid**	**No Bid**	**No Bid**
68	Subcontractors with onsite trailers must sanitize trailer interior high contact areas and restroom facilities daily. Subcontractors must have a plan approved by McCarthy to maintain 6' social distancing within the trailer as required by the AHJ.	N/A				
69	Personnel are not allowed to carpool to the site or while onsite.	Yes				
70	Any personnel reporting symptoms must be immediately reported to McCarthy and follow the appropriate testing and quarantine protocols.	Yes				
71						
72	End of Scope					
73	Bond/CDI Cost	$212	$0	$0	$0	$0
	TOTAL WORK CATEGORY PACKAGE VALUE	**$11,024**	**$16,014**	**$0**	**$0**	**$0**

RTI SEALANT SPECIALISTS, INC

1102 E Sage Brush Street
Gilbert, AZ 85286
Office (480) 635-1200
Fax (480) 635-9414
estimating@rtisealants.com

April 7, 2021
Pricing valid for 90 days

CONTACT	PROJECT
McCarthy Building Companies ATTN: Michael Jones	Chandler WRF Improvements - GWP 2
6225 North 24th Street, STE: 200	3315 South Old Price Road
Phoenix, AZ 85016	Chandler, AZ USA
480.392.9157	
mjones@mccarthy.com	jfk

RTI SEALANT SPECIALISTS INC SUBMITS THE FOLLOWING PROPOSAL:

Per □Addendum No. 1, 2, □ 3, □ Plans Dated: 03/2021□ and □Spec Info Dated: 03/2021□

Division 07 Base Bid			Product		Amount
078400	**Firestopping**				
AWRF Maintenance Bldg		TOW/BOW 1hr	Hilti CP 606		
			078400 Subtotal	**$**	**2,049.00**
079200	**Joint Sealant**				
AWRF Maintenance Bldg		Alum. Window Frames	Sika 2cNS Urethane		
AWRF Maintenance Bldg		Hollow Metal Door Frames	Sika 2cNS Urethane		
OWRF Sludge Holding Tank Blower Bldg		Alum. Louver Frames	Sika 2cNS Urethane		
OWRF Sludge Holding Tank Blower Bldg		CMU Wall Vertical CJ's	Sika 2cNS Urethane		
OWRF Sludge Holding Tank Blower Bldg		Hollow Metal Door Frames	Sika 2cNS Urethane		
			079200 Subtotal	**$**	**1,500.00**
			Base Bid Total	**$**	**3,549.00**

Excluded Items:
Material Prices are subject to 20% Increase on availability & Based on actual building construction schedule start date & as to project established completion date.
Inspections and Testing.
Responsibility for Vapor Transmission and ASR Failures.
Protection of Work.
Gaps larger than those depicted per Plans and Specifications.
MEP Penetrations not included.
Any item(s) not included in the Base Proposal. Deviations from above will be subject to a written change order.
Credit for Wrap Insurance. Bond not included. Retainer not to exceed 10%
Excessive delays resulting in more than 2 trips per scope/phase could be subject to an additional cost to this proposal. A change in the price of labor, material, or equipment of more than 5% between the date of this proposal and the date of installation shall warrant an equitable adjustment in the subcontractor price.
Any textura or billing app fees are not included and could be subject to an additional cost to this proposal.
Any additional endorsements above and beyond the provided insurance could be subject to an additional cost to this proposal.

RTI SEALANT SPECIALISTS, INC

1102 E Sage Brush Street
Gilbert, AZ 85286
Office (480) 635-1200
Fax (480) 635-9414
estimating@rtisealants.com

April 7, 2021
Pricing valid for 90 days

CONTACT	PROJECT
McCarthy Building Companies ATTN: Michael Jones	Chandler WRF Improvements - GWP 2
6225 North 24th Street, STE: 200	3315 South Old Price Road
Phoenix, AZ 85016	Chandler, AZ USA
480.392.9157	
mjones@mccarthy.com	jfk

All work to be performed off scaffolding provided by others. If scaffolding is not provided then rental equipment will need to be added to base bid. Rental amount to be added for this project is listed below:

Rental Equipment Subtotal **$** **725.00**

PAYMENT TERMS

1. As a deposit, 50□ of the value of the Total Contract Price is due upon project acceptance.
2. Progress payment Invoices will be submitted for the percentage of the contract completed.
3. Payment terms Due Upon Receipt.
4. Past due invoices will be subject to a 2□ per month finance charge.

Acceptance of Proposal / Contract: The terms, scope of work, specifications and conditions included herein are accepted and RTI Sealant Specialist Inc is authorized to do the work as specified. All payments will be made as outlined above.

RTI Sealant Specialist, Inc:

By:_____
Name:_____
Title: _____
Date:_____

Owner/Owner Agent:

By:_____
Name:_____
Title: _____
Date:_____

Chandler WRF Improvements Project

GMP 2 Work Category Solicited Subcontractors Summary

Work Category: **08A Metal Doors Frames & Hardware**

Subcontractor/Supplier Name	***Status***
Walters & Wolf	*Recommended*
Kelley Bros	*Proposed*
Industrial Corrosion Products	*Proposed*
DH Pace Company	*Declined*
D8 Commercial Doors	*Declined*
Ken Watson Corporation	*Declined*
LaForce, LLC	*Declined*
Noding Doors, Inc.	*Declined*
Amercian Direct	*Declined*
Isec Inc.	*Declined*
The Hallgren Co.	*Declined*

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **08A - Metal Doors, Frames, Hardware**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

COMPANY INFORMATION		**Walters & Wolf**	Kelley Bros	Ind. Corrosion Products	DH PACE	Ken Watson
		Jeff Aglialoro	Dawn Graves	Bob Hook	Jeff Woodring	Joe Johnson
		480-705-6810	602-254-5967	918-557-2042	480-483-1813	623-869-7900
		jaglialoro@waltersandwolf.com	dgraves@kelleybros.com	bobhook79@gmail.com	jeff.woodring@dhpace.com	jjohnson@kenwatsoncorp.com
TOTAL WORK CATEGORY PACKAGE VALUE		**$31,482**	**$32,892**	**$50,361**	**No Bid**	**No Bid**
MCCARTHY SUBCONTRACT & FRONT END TERMS						
1	Compliant with McCarthy Front Ends	Yes	Yes	No		
2	Bid Submitted on McCarthy Bid Form	Yes	Yes	No		
3	Bid Bond Included with Bid (if over $250k Sub/$500k Supplier)	Yes	Yes	No		
4	Current Bank Reference Letter that shows Subcontractor or Vendor is in good standing.	2/10/2021	2/26/2021	N/A		
5	Surety Company	N/A	N/A	N/A		
6	Surety AM Best Rating (Must be A- or Better)	N/A	N/A	N/A		
7	AM Best Financial Size X($500M to $750M) or higher	N/A	N/A	N/A		
8	Anticipated contract amount is less than the Federal UW Limit as listed on the Treasury Listing	N/A	N/A	N/A		
9	Bond/CDI Cost	1.000%	1.200%	1.229%		
10	Included Insurance Requirements (Per Matrix)	Yes	Yes	No		
11	GL Insurance Company Name	Arch Insurance Company	Cincinnati Insurance Company	N/A		
12	GL Insurance Carrier AM Best Rating (Must be A- or Better)	A+	A+	N/A		
13	PRL Insurance (If required by the Front Ends)	N/A	N/A	N/A		
14	Pollution Insurance (If required by the Front Ends)	N/A	N/A	N/A		
15	Tier 1 Approved	Yes	Yes	No		
16	Tier 2 Approved	N/A	N/A	N/A		
17	Safety Items:	Yes	Yes	Yes		
18	OSHA Recordable Incident Rate (Current)	0.53	1.54	N/A		
19	Agrees to comply with PPE requirements including 100% glove policy	Yes	Yes	N/A		
20	Acknowledges updated ladder policy (platform ladders)	Yes	Yes	N/A		
21	Task Hazard Analysis included for all tasks	Yes	Yes	N/A		
22	Tie-off above 6' required	Yes	Yes	N/A		
23	Includes Hoisting for Sub's Own Work Scope	Yes	Yes	N/A		
24	Acknowledges Soils Report	N/A	N/A	N/A		
25	Acknowledges Addenda	Yes	Yes	N/A		
26	Hold Bid for 150 Days	Yes	Yes	Yes		
27	Pricing good for the duration of the project	N/A	N/A	N/A		
28	Sales Tax Included	No	No	No		
	COVID-19 Market Questions					
29	How has your workprogram been impacted by the COVID-19 situation? % of work stopped or delayed by more than 2 weeks?	No	No	No		
30	Have you had any future work oppurtunities canceled or delayed? What % of your future sales are projected to be impacted by COVID-19?	No	No	No		
31	Are you suffering productivity loss that is impacting the ability to complete work on time?	No	No	No		
32	Have you had any difficulty with employees not wanting to come to work because of the risk of infection?	No	No	No		
33	Have you experienced any unusual voluntary turnover as a result of COVID-19?	No	No	No		
34	Have you had to furlough or make a reduction in staff or go to a reduced workweek as a result of COVID-19 market conditions?	No	No	No		
35	Have you experienced and/or do you anticipate any issues with existing suppliers or vendors?	No	No	No		
36	Do you have any overseas suppliers that may be impeding your supply chain?	No	No	No		

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **08A - Metal Doors, Frames, Hardware**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	Walters & Wolf	Kelley Bros	Ind. Corrosion Products	DH PACE	Ken Watson
		Jeff Aglialoro	Dawn Graves	Bob Hook	Jeff Woodring	Joe Johnson
		480-705-6810	602-254-5967	918-557-2042	480-483-1813	623-869-7900
		jaglialoro@waltersandwolf.com	dgraves@kelleybros.com	bobhook79@gmail.com	jeff.woodring@dhpace.com	jjohnson@kenwatsoncorp.com
	TOTAL WORK CATEGORY PACKAGE VALUE	**$31,482**	**$32,892**	**$50,361**	**No Bid**	**No Bid**
37	Per Plans & Specifications	Yes	Yes	Yes		
38	Division 1 as it relates to this scope of work	Yes	Yes	Yes		
39	08110 - Steel Doors and Frames	Yes	Yes	Yes		
40	08120 - Aluminum Doors and Frames	Yes	Yes	Yes		
41	08211 - Flush Wood Doors	Yes	Yes	Yes		
42	08710 - Door Hardware	Yes	Yes	Yes		
43	09900 - Painting	Yes	Yes	Yes		
	Scope of Work					
	Base Bid:	$28,370	$29,702	$49,750		
44	Provide all labor, materials, tools, equipment and appurtenances as required to perform the Work Category 08A - Metal Doors, Frames, Hardware, in accordance with and reasonably inferable from the Contract Documents, complete and without exception unless otherwise noted below, including, but not limited to the following:	Yes	Yes	Furnish ONLY		
45	Check to Spec completed and submitted to McCarthy	Yes	Yes	No		
46	1 year warranty from Final Acceptance (Aug 2023)	Yes	Yes	Yes		
47	**Airport WRF Site - Maintenance Building**					
48	All Interior Mandoors per drawing A-1.82 and door scehdule on A-1.88	Yes	Yes	Yes		
49	All Exterior Mandoors per drawing A1.82 and door schedule on A-1.88	Yes	Yes	Yes		
49	Furnish of Door Frames per bid documents	Yes	Yes	Yes		
50	Furnish W06 HM Window Frame	In WC 08B	In WC 08B	No		
51	Installation of Door Frames for Interior Walls	By WC 09A	By WC 09A	No		
52	Installation of Door Frames for Exterior Walls	By WC 13B	By WC 13B	No		
53	Furnish and Install Glazing in Doors	By WC 08B	By WC 08B	No		
54	Include caulking for doors	Yes	Yes	No		
55	Grout Door Frames (Qty: 14)	$2,800	$2,800	No		
56	Include weather stripping as required	Yes	Yes	No		
57	Temporary Keys for construction	Yes	Yes	Yes		
58	Final Keys	Yes	Yes	Yes		
59	Door Finish: Factory primed, field finished by Work Category 09E - Paintings and Coatings	Yes	Yes	Yes		
60	Final Cleaning as required	Yes	Yes	No		
61	Protect products from damage until substantial completion	Yes	Yes	No		
62	Shipping shall be FOB jobsite	Yes	Yes	Yes		
63	Unloading & storage	Yes	Yes	No		
64	Temporary protection & enclosure	Yes	Yes	No		
65	Preventative maintenance	Yes	Yes	No		
66	Spare Parts per the Specifications	Yes	Yes	Yes		
67	Additional Warranty - 2 years per specification section 08211	Yes	Yes	Yes		
	COVID-19 Scope Items					
68	Proposal includes CDC, Federal, State and Local OSHA guidelines for COVID-19.	Yes	Yes	Yes		
69	Your proposal shall include all productivity, schedule, and other impacts to cost and schedule.	Yes	Yes	N/A		
70	All personnel onsite must maintain 6'0" spacing between personel and shall have facemasks on at all times that align with CDC, Federal, State or Local OSHA guidelines for COVID-19.	Yes	Yes	N/A		

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **08A - Metal Doors, Frames, Hardware**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	**Walters & Wolf**	Kelley Bros	Ind. Corrosion Products	DH PACE	Ken Watson
		Jeff Aglialoro	Dawn Graves	Bob Hook	Jeff Woodring	Joe Johnson
		480-705-6810	602-254-5967	918-557-2042	480-483-1813	623-869-7900
		jaglialoro@waltersandwolf.com	dgraves@kelleybros.com	bobhook79@gmail.com	jeff.woodring@dhpace.com	jjohnson@kenwatsoncorp.com
	TOTAL WORK CATEGORY PACKAGE VALUE	**$31,482**	**$32,892**	**$50,361**	**No Bid**	**No Bid**
71	Work activities that require personnel to be closer than 6'0" must have a plan presented and approved by McCarthy before work activity commences. Work activities within 6'0" shall also include the appropriate masks and PPE while performing the work.	Yes	Yes	N/A		
72	All tools and equipment used must be sanitzed each day.	Yes	Yes	N/A		
73	Personnel must comply with all hand washing and sanitizing requirements set by McCarthy.	Yes	Yes	N/A		
74	Subcontractors with onsite trailers must sanitize trailer interior high contact areas and restroom facilities daily. Subcontractors must have a plan approved by McCarthy to maintain 6' social distancing within the trailer as required by the AHJ.	Yes	Yes	N/A		
75	Personnel are not allowed to carpool to the site or while onsite.	Yes	Yes	N/A		
76	Any personnel reporting symptoms must be immediately reported to McCarthy and follow the apropriate testing and quarantine protocols.	Yes	Yes	N/A		
77	End of Scope					
78	Bond/CDI Cost	$312	$390	$611		
	TOTAL WORK CATEGORY PACKAGE VALUE	**$31,482**	**$32,892**	**$50,361**		

08-19-2014 Rev.
Front Ends

BID PROPOSAL

Date 4-13-21

Bid Proposal of * WALTERS & WOLF (hereinafter called "Bidder")

a ** CORPORATION organized and existing under the laws of the State of ARIZONA.

* Insert name of firm.
** Insert corporation, partnership, or individual, as applicable.

(INSERT OWNER'S ADDRESS)
TO: McCarthy Building Companies, Inc.
6225 North 24th Street, Suite 200
Phoenix, Arizona 85016

The Bidder, in compliance with your Invitation for Bids for the construction of Chandler Water Reclamation Facility Improvements having examined the Contract Documents entitled City of Chandler, Chandler WRF Improvements Project, and other related documents and being familiar with the site of the proposed work, and with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, and the progress of work to date, if any, hereby proposes to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, superintendence, perform all work, provide all services, and to construct all work in accordance with the Contract Documents set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required.

The Bidder shall attach a copy of Bidders' detailed estimate to its Bid Proposal. This estimate shall identify all quantities shown in the documents or anticipated along with corresponding labor, material and equipment pricing.

After Bid Proposals are received, tabulated, and evaluated by McCarthy, said Bidder agrees to meet with McCarthy for the purpose of determining any duplications, omissions, or mutually agreed bid adjustments. For these meetings, the Bidder agrees to provide a complete, detailed cost breakdown; a list of all sub-subcontractors proposed for use in the work; and a list of all items, materials and their manufacturers proposed for use in the work.

The Bidder, if awarded a Subcontract, agrees to commence work and to fully complete its Work in accordance with a schedule to be established in collaboration with McCarthy under the provisions of the Additional Subcontractor Conditions of the Specifications.

The Bidder acknowledges receipt of the following Addenda: _____

_____.

BASE BID:

The Bidder agrees to perform all _____ (herein insert the title of the Work Category as it appears in the Additional Subcontractor Conditions) Work for Work Category No. _____, as described in the Contract Documents, for the Lump Sum of _____ _____ DOLLARS ($ 47,458.00).

BID BREAKDOWN:

Airport WRF Total Amount $_____

- Aeration Basin $_____.
- Blower Piping $_____.
- Blower Ductbank $_____.
- Filters $_____.
- Maintenance Bldg $ 28,370.00
- ADD/ALT #3 19,088.00

Ocotillo WRF Total Amount $ 47,458.00

- Aeration/Anoxic $_____.
- RAS/WAS PS $_____.
- Clarifiers 1& 2 $_____.
- Filters $_____..
- MCC Replacement $_____..
- Reservoir $_____..
- Roads/Sitework $_____..

Performance & Payment Bond Cost *(If Applicable)* $ N/A

Total Subcontract Amount $ 47,458.00

The name of the proposed Bonding Company is ANDREINI AND COMPANY

Bond rate 1 %

All applicable taxes, except sales and use taxes on materials and equipment which are affixed and made a part of the real estate of the Project, are included in the above Base Bid. Bidder agrees that this Bid Proposal shall be good and may not be withdrawn unless McCarthy does not send Bidder a Subcontract within one hundred ~~twenty (160) calendar days~~ fifty (150) calendar days after the opening date of Bid Proposals.

(Amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

ALTERNATES:

The Bidder further agrees that if any or all of the Alternates listed and described below are incorporated and accepted within sixty (60) calendar days after receipt of a Subcontract from McCarthy, the Bidder will adjust its Subcontract by the amount indicated opposite the Alternates listed below.

ALTERNATE NO. 1: Filter Disc in Basin 7 Installation:

ADD the sum of $_____.

ALTERNATE NO. 2: Clarifier 3 Rehabilitation

ADD the sum of $_____.

ALTERNATE NO. 3: Sludge Holding Tank and Blower Bldg No. 2

ADD the sum of $_____.

ALTERNATE NO. 4: Removal/Replacement of Diffusers in 2 Aeration Basins

ADD the sum of $_____.

ALTERNATE NO. 5:_____

ADD the sum of $_____.

CHANGE ORDER RATES: (Add separate sheet as needed)

Markup % (on rates and material): 15%.

Position: _____ Rate: _____.

Position: _____ Rate: _____.

Equipment: _____ Rate: _____.

Equipment: _____ Rate: _____.

SAFETY RECORDS

The Bidder certifies to the following Experience Modification Rates (EMR) and Incidence Rates for the three (3) most recent years:

	Year 2018	Year 2019	Year 2020
1. Compensation Experience Modification Rate:	.88	.84	.81
2. Incidence Rate:			
(a) Number of hours employees worked in the year.	390,398	486,252	282,870
(b) Number of cases defined as recordable, from the OSHA Form 300 Log.	0	4	0
(c) Total Recordable Incidence Rate = (b) x (200,000 hours) / Hours Worked (a)	.51	1.65	.53

The Bidder understands that McCarthy reserves the right to reject any or all Bid Proposals and to waive any informalities or irregularities therein.

SELECT AS APPROPRIATE

☒ The Bidder has completed the Prequalification Form together with all other required data for McCarthy's' Contractor Default Insurance Program; OR

☐ The Bidder has not completed the Prequalification Form together with all other required data for McCarthy's' Contractor Default Insurance Program because the Bidder has provided the Form and all such information to McCarthy in the past 12 months for the following project:

_____ Project, which bid on: _____.

RESPONSIVE BID REQUIREMENTS:

DO NOT ENCLOSE YOUR STANDARD TERMS AND CONDITIONS

If any exceptions are taken to the requirements of this Proposal form, attach a separate sheet listing those exceptions, stating the sections and paragraphs and the specific exception.	JA (initials)
In submitting this proposal, the Bidder certifies that this bid is valid for 150 calendar days.	JA (initials)
In submitting this Proposal as described herein, we agree to complete the work in accordance with the included Preliminary Construction Sequence.	JA (initials)
In submitting this Proposal, the Bidder certifies that all cost for extended warranties to start on the date of Substantial Completion is included.	JA (initials)
In submitting this proposal as described herein, we confirm that we have received, reviewed and agree to all commercial terms stated in the McCarthy Subcontract and Purchase Order Agreement. Any exception taken to the commercial terms stated in these Agreements must be listed on a separate sheet noting the article or paragraph and the specific exception. ***Bidders attached Standard Terms and Conditions will not be acknowledged or accepted as part of any given bid.***	JA (initials)
In submitting this proposal as described herein, the Bidder certifies that this bid is coordinated based on a complete set of documents and that there will be no claims for change order based on the assertion that the Bidder did not have a complete set of Bidding Documents.	JA (initials)
In submitting this proposal, the Bidder certifies that they have included all spare parts, training, O & M Manuals, shop drawings and administration costs as associated to comply with the requirements of the specifications and as listed for their scope of work.	JA (initials)
A bid will be considered non-responsive if the Subcontractor Pre-Qualification Form is not completed as part of the Bid Form **(or on file at McCarthy office)**.	JA (initials)
The Bidder, by submitting their bid, represents that they have read and understand the scope requirements of the Bidding Documents.	JA (initials)
The Bidder certifies that any proposed materials in this scope of work meet or exceeds the requirements stated in the specifications unless noted otherwise within this proposal.	JA (initials)
The bidder certifies that the price listed in this bid is a firm Price through the final delivery of the materials proposed herein, and that no material escalation will be accepted as part of this proposal.	JA (initials)

Within fifteen (10) days after receipt by the Bidder from McCarthy of the Subcontract or Purchase Order, the Bidder will execute and return to McCarthy said Subcontract or Purchase Order and if notified from McCarthy that Bidder is not to be enrolled in McCarthy's Contractor Default Insurance Program, deliver to McCarthy Performance and Labor and Material Payment Bonds for the Subcontract or a Supply Contract Bond for the Purchase Order, or the difference between the amount of the bid and such larger amount for which McCarthy may subcontract with another party to perform the work covered by said bid, together with all court costs, all attorney fees and all other expense of recovery, all of which shall not exceed the Bid Security attached in the amount of 15% of the bid, will become the property of McCarthy. The bonds shall name McCarthy as Obligee.

If an Individual:

Authorized Signature: _____

Name (print): _____

Email: _____

Business Address: _____

_____

If a Partnership:

Authorized Signature: _____

Name (print): _____

Email: _____

Authorized Signature: _____

Name (print): _____

Email: _____

Business Address: _____

_____

If a Corporation:

Authorized Signature: 

Name (print): JEFF AGLIACORO

Email: JAGLIACORO@WALTERSANDWOLF.COM

Title: SALES

Business Address: 889 N. COLORADO ST.

GILBERT, AZ 85233

Telephone 480 705-6810

Contractor License Number: ROC 212169

General Liability Insurance Carrier (not the agent): ARCH INS.

*Please attach a sample certificate of insurance and current W9 form to your bid.

Walters & Wolf
Construction Specialties

April 21, 2021

Proposal #1804 R1

Craig Nagel
McCarthy Building Companies
6225 N 24th St.
Suite 200
Phoenix, AZ 852016

via email – 1 page total
cnagel@mccarthy.com

Re: Chandler WRF Improvements – GMP 02 Chandler, AZ

We are pleased to submit the following proposal for doors, frames, and hardware on the aforementioned project. This proposal is based on plans dated 3/2021 by Wilson Engineers.

SCOPE: Furnish and install doors, frames, and hardware. (Excludes grouting and installation of HM welded frames).

METAL FRAMES: BASE BID Total (14) Hollow Metal Welded Frames 30x68
**Alt #3 Total (4) Hollow Metal Welded Frames 3 singles, 1 pr. with transom*

METAL DOORS: BASE BID Total (8) Hollow Metal Doors 6 @ 30x68 NVL, 2 @ 30x68 Flush
** Alt #3 Total (6) Hollow Metal Doors 2 Singles with louvers, 1 pr. with Louvers, 1 pr. with removable transom panel, 1 single NVL*

WOOD DOORS: BASE BID Total (6) Marshfield, PL Slice White Maple Stain and Clear Coat

FINISH HARDWARE: BASE BID 4 ea. HDWE Group A, 2 ea. HDWE Groups C, D, E, F & G.
**Alt #3 1 ea. HDWE Groups A & C, 2 ea. HDWE Group B*

TOTAL PRICE, MAINTENANCE BLDG FURNISHED AND INSTALLED - $28,370.00

ADD/W06: Furnish 10'x3' HMF BL , Furnish and Install 10'x3' IG clear temp glass + $$1,416.00

****ADD/ALT #3: Blower Building see above for material descriptions + $19,088.00***

Qualifications:
Excludes bond if required
Work to be completed during normal business hours
Excludes line and low voltage wiring
Excludes Aluminum Exterior Windows
Hollow Metal Welded Frames FOB jobsite

Thank you for the opportunity to bid on this project, we look forward to working with you.

Jeff Aglialoro

Chandler WRF Improvements Project

GMP 2 Work Category Solicited Subcontractors Summary

Work Category: **08B Glass & Glazing**

Subcontractor/Supplier Name	***Status***
SGSI Glass & Glazing	*Recommended*
Carlson Glass Inc.	*Proposed*
Giroux Glass Inc.	*Proposed*
Azteca Glass Inc.	*Declined*
Aluglas	*Declined*
Desert Breeze Glass LLC	*Declined*
Coyote Glass LLC	*Declined*
Walters & Wolf	*Declined*
Milam Glass Co.	*Declined*
Suntech Glass Inc.	*Declined*

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **08B - Glass & Glazing**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

COMPANY INFORMATION		SGSI Glass & Glazing	Carlson Glass	Giroux Glass & Glazing	Azteca Glass Inc	Desert Breeze Glass LLC
		Tim Meadors	Zach Pletcher	Duane Stanley	Billy Skaggs	Cathryn Curcio
		623-847-4900	602-292-5616	702-375-7905	602-252-7597	480-752-8191
		tim.meadors@sgsiglass.com	zach@carlsonglass.com	dstanley@girouxglass.com	billy@aztecaglass.com	support@desertbreezeglass.com
TOTAL WORK CATEGORY PACKAGE VALUE		**$12,103**	**$20,713**	**$22,926**	**No Bid**	**No Bid**
MCCARTHY SUBCONTRACT & FRONT END TERMS						
1	Compliant with McCarthy Front Ends	Yes	Yes	Yes		
2	Bid Submitted on McCarthy Bid Form	Yes	Yes	Yes		
3	Bid Bond Included with Bid (if over $250k Sub/$500k Supplier)	Yes	Yes	Yes		
4	Current Bank Reference Letter that shows Subcontractor or Vendor is in good standing.	2/17/2021	1/21/2021	1/11/2021		
5	Surety Company	N/A	N/A	N/A		
6	Surety AM Best Rating (Must be A- or Better)	N/A	N/A	N/A		
7	AM Best Financial Size X($500M to $750M) or higher	N/A	N/A	N/A		
8	Anticipated contract amount is less than the Federal UW Limit as listed on the Treasury Listing	N/A	N/A	N/A		
9	Bond/CDI Cost -	2.900%	1.750%	2.000%		
10	Included Insurance Requirements (Per Matrix)	Yes	Yes	Yes		
11	GL Insurance Company Name	Westfield Insurance Co.	Employers Mutual Casualty Company	Executive Risk Indemnity Inc		
12	GL Insurance Carrier AM Best Rating (Must be A- or Better)	A	A+	A++		
13	PRL Insurance (If required by the Front Ends)	N/A	N/A	N/A		
14	Pollution Insurance (If required by the Front Ends)	Yes	Yes	Yes		
15	Tier 1 Approved	Yes	Yes	Yes		
16	Tier 2 Approved	N/A	N/A	N/A		
17	Safety Items:					
18	OSHA Recordable Incident Rate (Current)	6.12	0.66	0.75		
19	Agrees to comply with PPE requirements including 100% glove policy	Yes	Yes	Yes		
20	Acknowledges updated ladder policy (platform ladders)	Yes	Yes	Yes		
21	Task Hazard Analysis included for all tasks	Yes	Yes	Yes		
22	Tie-off above 6' required	Yes	Yes	Yes		
23	Includes Hoisting for Sub's Own Work Scope	Yes	Yes	Yes		
24	Acknowledges Addenda	Yes	Yes	Yes		
25	Hold Bid for 150 Days	Yes	Yes	Yes		
26	Pricing good for the duration of the project	N/A	N/A	N/A		
27	Sales Tax Included	No	No	No		
28	**COVID-19 Market Questions**					
29	How has your workprogram been impacted by the COVID-19 situation? % of work stopped or delayed by more than 2 weeks?	No	No	No		
30	Have you had any future work oppurtunities canceled or delayed? What % of your future sales are projected to be impacted by COVID-19?	No	No	No		
31	Are you suffering productivity loss that is impacting the ability to complete work on time?	No	No	No		
32	Have you had any difficulty with employees not wanting to come to work because of the risk of infection?	No	No	No		
33	Have you experienced any unusual voluntary turnover as a result of COVID-19?	No	No	No		
34	Have you had to furlough or make a reduction in staff or go to a reduced workweek as a result of COVID-19 market conditions?	No	No	No		
35	Have you experienced and/or do you anticipate any issues with existing suppliers or vendors?	No	No	No		
36	Do you have any overseas suppliers that may be impeding your supply chain?	No	No	No		
37						

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **08B - Glass & Glazing**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	SGSI Glass & Glazing	Carlson Glass	Giroux Glass & Glazing	Azteca Glass Inc	Desert Breeze Glass LLC
		Tim Meadors	Zach Pletcher	Duane Stanley	Billy Skaggs	Cathryn Curcio
		623-847-4900	602-292-5616	702-375-7905	602-252-7597	480-752-8191
		tim.meadors@sgsiglass.com	zach@carlsonglass.com	dstanley@girouxglass.com	billy@aztecaglass.com	support@desertbreezeglass.com
	TOTAL WORK CATEGORY PACKAGE VALUE	**$12,103**	**$20,713**	**$22,926**	**No Bid**	**No Bid**
38	Per Plans & Specifications	Yes	Yes	Yes		
39	Division 1 as it relates to this scope of work	Yes	Yes	Yes		
40	08800 Glazing	Yes	Yes	Yes		
41	08120 Aluminum Doors & Frames	Yes	Yes	Yes		
42	08511 Aluminum Windows	Yes	Yes	Yes		
Scope of Work						
Base Bid:		$9,647	$17,957	$20,660		
43	Provide all labor, materials, tools, equipment and appurtenances as required to perform the Work Category 08B - Glass & Glazing, in accordance with and reasonably inferable from the Contract Documents, complete and without exception unless otherwise noted below, including, but not limited to the following:	Yes	Yes	Yes		
44	Check to Spec completed and submitted to McCarthy	Yes	Yes	Yes		
45	1 year warranty from Final Acceptance (Aug 2023)	Yes	Yes	Yes		
46	**Airport WRF Site - Maintenance Building**					
46	Furnish & Install - Windows W01, W02, W03, W04, W05 as shown on drawings A1.82 and Window Schedule A-1.88	Yes	Yes	Yes		
47	Furnish & Install - Window W06 as shown on drawings A1.82 and Window Schedule A-1.88	$1,416	Yes	$1,416		
48	Include with all Windows furnished Framing and Hardware	Yes	Yes	Yes		
48	Glazing per Door Schedule on A-1.88 for Doors D02, D03, D04, D05, D08 and D11 per schedule	Yes	Yes	Yes		
49	Coordination with Work Category 13B for Exterior Windows and structural framed openings	Yes	Yes	Yes		
55	Coordination with Work Category 09A for Interior Windows and structural framed openings	Yes	Yes	Yes		
56	Coordination with Work Category 08A for all Glazing	Yes	Yes	Yes		
57	Shipping shall be FOB jobsite	Yes	Yes	Yes		
58	Unloading & storage	Yes	Yes	Yes		
59	Temporary protection & enclosure	$400	$400	$400		
60	Additional Warranty per Spec - 5 Year warranty per section 1.5C in section 08511	$299	$2,000	Yes		
61	COVID-19 Scope Items					
62	Proposal includes CDC, Federal, State and Local OSHA guidelines for COVID-19.	TBD	Yes	Yes		
63	Your proposal shall include all productivity, schedule, and other impacts to cost and schedule.	TBD	Yes	Yes		
64	All personnel onsite must maintain 6'0" spacing between personel and shall have facemasks on at all times that align with CDC, Federal, State or Local OSHA guidelines for COVID-19.	TBD	Yes	Yes		
65	Work activities that require personnel to be closer than 6'0" must have a plan presented and approved by McCarthy before work activity commences. Work activities within 6'0" shall also include the appropriate masks and PPE while performing the work.	TBD	Yes	Yes		
66	All tools and equipment used must be sanitzed each day.	TBD	Yes	Yes		
67	Personnel must comply with all hand washing and sanitizing requirements set by McCarthy.	TBD	Yes	Yes		

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **08B - Glass & Glazing**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	SGSI Glass & Glazing	Carlson Glass	Giroux Glass & Glazing	Azteca Glass Inc	Desert Breeze Glass LLC
		Tim Meadors	Zach Pletcher	Duane Stanley	Billy Skaggs	Cathryn Curcio
		623-847-4900	602-292-5616	702-375-7905	602-252-7597	480-752-8191
		tim.meadors@sgsiglass.com	zach@carlsonglass.com	dstanley@girouxglass.com	billy@aztecaglass.com	support@desertbreezeglass.com
	TOTAL WORK CATEGORY PACKAGE VALUE	**$12,103**	**$20,713**	**$22,926**	**No Bid**	**No Bid**
68	Subcontractors with onsite trailers must sanitize trailer interior high contact areas and restroom facilities daily. Subcontractors must have a plan approved by McCarthy to maintain 6' social distancing within the trailer as required by the AHJ.	TBD	N/A	N/A		
69	Personnel are not allowed to carpool to the site or while onsite.	TBD	Yes	Yes		
70	Any personnel reporting symptoms must be immediately reported to McCarthy and follow the apropriate testing and quarantine protocols.	TBD	Yes	Yes		
71						
72	End of Scope					
73	Bond/CDI Cost	$341	$356	$450		
	TOTAL WORK CATEGORY PACKAGE VALUE	**$12,103**	**$20,713**	**$22,926**		

BID PROPOSAL

Date A-14-21

Bid Proposal of * SGSI Glass (hereinafter called "Bidder")

a ** Corporation organized and existing under the laws of the State of

_____.

(INSERT OWNER'S ADDRESS)
TO: McCarthy Building Companies, Inc.
6225 North 24th Street, Suite 200
Phoenix, Arizona 85016

The Bidder, in compliance with your Invitation for Bids for the construction of Chandler Water Reclamation Facility Improvements having examined the Contract Documents entitled City of Chandler, Chandler WRF Improvements Project, and other related documents and being familiar with the site of the proposed work, and with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, and the progress of work to date, if any, hereby proposes to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, superintendence, perform all work, provide all services, and to construct all work in accordance with the Contract Documents set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required.

The Bidder shall attach a copy of Bidders' detailed estimate to its Bid Proposal. This estimate shall identify all quantities shown in the documents or anticipated along with corresponding labor, material and equipment pricing.

After Bid Proposals are received, tabulated, and evaluated by McCarthy, said Bidder agrees to meet with McCarthy for the purpose of determining any duplications, omissions, or mutually agreed bid adjustments. For these meetings, the Bidder agrees to provide a complete, detailed cost breakdown; a list of all sub-subcontractors proposed for use in the work; and a list of all items, materials and their manufacturers proposed for use in the work.

The Bidder, if awarded a Subcontract, agrees to commence work and to fully complete its Work in accordance with a schedule to be established in collaboration with McCarthy under the provisions of the Additional Subcontractor Conditions of the Specifications.

The Bidder acknowledges receipt of the following Addenda: 03/2021 Drawings

_____.

BASE BID:

The Bidder agrees to perform all Section 8 Glass & Glazing (herein insert the title of the Work Category as it appears in the Additional Subcontractor Conditions) Work for Work Category No. 8, as described in the Contract Documents, for the Lump Sum of Nine thousand six hundred forty seven & 00/100 DOLLARS ($ 9,647.00).

BID BREAKDOWN:

Airport WRF Total Amount $_____

- Aeration Basin $_____.
- Blower Piping $_____.
- Blower Ductbank $_____.
- Filters $_____.
- Maintenance Bldg $ 9,647.00.

Ocotillo WRF Total Amount $ 9647.00

- Aeration/Anoxic $_____.
- RAS/WAS PS $_____.
- Clarifiers 1& 2 $_____.
- Filters $_____..
- MCC Replacement $_____..
- Reservoir $_____..
- Roads/Sitework $_____..

Performance & Payment Bond Cost *(If Applicable)* $ 272.00

Total Subcontract Amount $_____

The name of the proposed Bonding Company is Merchants Bonding

Bond rate 2.9 %

All applicable taxes, except sales and use taxes on materials and equipment which are affixed and made a part of the real estate of the Project, are included in the above Base Bid. Bidder agrees that this Bid Proposal shall be good and may not be withdrawn unless McCarthy does not send Bidder a Subcontract within one hundred ~~twenty (160) calendar days~~ fifty (150) calendar days after the opening date of Bid Proposals.

(Amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

ALTERNATES:

The Bidder further agrees that if any or all of the Alternates listed and described below are incorporated and accepted within sixty (60) calendar days after receipt of a Subcontract from McCarthy, the Bidder will adjust its Subcontract by the amount indicated opposite the Alternates listed below.

SELECT AS APPROPRIATE

☑ The Bidder has completed the Prequalification Form together with all other required data for McCarthy's' Contractor Default Insurance Program; OR

☐ The Bidder has not completed the Prequalification Form together with all other required data for McCarthy's' Contractor Default Insurance Program because the Bidder has provided the Form and all such information to McCarthy in the past 12 months for the following project:

_____ Project, which bid on: _____.

RESPONSIVE BID REQUIREMENTS:

DO NOT ENCLOSE YOUR STANDARD TERMS AND CONDITIONS

If any exceptions are taken to the requirements of this Proposal form, attach a separate sheet listing those exceptions, stating the sections and paragraphs and the specific exception.	(initials)
In submitting this proposal, the Bidder certifies that this bid is valid for 150 calendar days.	(initials)
In submitting this Proposal as described herein, we agree to complete the work in accordance with the included Preliminary Construction Sequence.	(initials)
In submitting this Proposal, the Bidder certifies that all cost for extended warranties to start on the date of Substantial Completion is included.	(initials)
In submitting this proposal as described herein, we confirm that we have received, reviewed and agree to all commercial terms stated in the McCarthy Subcontract and Purchase Order Agreement. Any exception taken to the commercial terms stated in these Agreements must be listed on a separate sheet noting the article or paragraph and the specific exception. ***Bidders attached Standard Terms and Conditions will not be acknowledged or accepted as part of any given bid.***	(initials)
In submitting this proposal as described herein, the Bidder certifies that this bid is coordinated based on a complete set of documents and that there will be no claims for change order based on the assertion that the Bidder did not have a complete set of Bidding Documents.	(initials)
In submitting this proposal, the Bidder certifies that they have included all spare parts, training, O & M Manuals, shop drawings and administration costs as associated to comply with the requirements of the specifications and as listed for their scope of work.	(initials)
A bid will be considered non-responsive if the Subcontractor Pre-Qualification Form is not completed as part of the Bid Form **(or on file at McCarthy office)**.	(initials)
The Bidder, by submitting their bid, represents that they have read and understand the scope requirements of the Bidding Documents.	(initials)
The Bidder certifies that any proposed materials in this scope of work meet or exceeds the requirements stated in the specifications unless noted otherwise within this proposal.	(initials)
The bidder certifies that the price listed in this bid is a firm Price through the final delivery of the materials proposed herein, and that no material escalation will be accepted as part of this proposal.	(initials)

ALTERNATE NO. 1: Filter Disc in Basin 7 Installation:

ADD the sum of $_____.

ALTERNATE NO. 2: Clarifier 3 Rehabilitation

ADD the sum of $_____.

ALTERNATE NO. 3: Sludge Holding Tank and Blower Bldg No. 2

ADD the sum of $_____.

ALTERNATE NO. 4: Removal/Replacement of Diffusers in 2 Aeration Basins

ADD the sum of $_____.

ALTERNATE NO. 5:_____

ADD the sum of $_____.

CHANGE ORDER RATES: (Add separate sheet as needed)

Markup % (on rates and material): _____.

Position: General Superintendent Rate: 74.50 PH.

Position: Lead / Foreman Rate: 74.50 PH.

Equipment: Journeyman Glazer Rate: 68.42 PH.

Equipment: _____ Rate: _____.

SAFETY RECORDS

The Bidder certifies to the following Experience Modification Rates (EMR) and Incidence Rates for the three (3) most recent years:

	Year 2018	Year 2019	Year 2020
1. Compensation Experience Modification Rate:	1.12	.76	.77
2. Incidence Rate:			
(a) Number of hours employees worked in the year.	26,029	30,528	32,683
(b) Number of cases defined as recordable, from the OSHA Form 300 Log.	0	0	0
(c) Total Recordable Incidence Rate = (b) x (200,000 hours) / Hours Worked (a)	0	0	0

The Bidder understands that McCarthy reserves the right to reject any or all Bid Proposals and to waive any informalities or irregularities therein.

Within fifteen (10) days after receipt by the Bidder from McCarthy of the Subcontract or Purchase Order, the Bidder will execute and return to McCarthy said Subcontract or Purchase Order and if notified from McCarthy that Bidder is not to be enrolled in McCarthy's Contractor Default Insurance Program, deliver to McCarthy Performance and Labor and Material Payment Bonds for the Subcontract or a Supply Contract Bond for the Purchase Order, or the difference between the amount of the bid and such larger amount for which McCarthy may subcontract with another party to perform the work covered by said bid, together with all court costs, all attorney fees and all other expense of recovery, all of which shall not exceed the Bid Security attached in the amount of 15% of the bid, will become the property of McCarthy. The bonds shall name McCarthy as Obligee.

If an Individual:

Authorized Signature: _____

Name (print): _____

Email: _____

Business Address: _____

_____

If a Partnership:

Authorized Signature: _____

Name (print): _____

Email: _____

Authorized Signature: _____

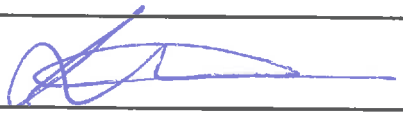
Name (print): _____

Email: _____

Business Address: _____

_____

If a Corporation:

Authorized Signature: 

Name (print): Tim Meadors

Email: tim.meadors@sgsiglass.com

Title: V.P. Operations

Business Address: 2350 W. Union Hills Ste. 145

Phx. Az. 85027

Telephone 623-847-4900

Contractor License Number: ROC 267581 L65 A2

General Liability Insurance Carrier (not the agent): Westfield Ins. Co.

*Please attach a sample certificate of insurance and current W9 form to your bid.

SGSI GLASS & GLAZING

2350 W. Union Hills Rd, Phoenix, AZ 85027 623.847.4900 X102 FAX 623.847.5001
Contractors license: AZ 267581 L-65 0075820 C8 NV

PROPOSAL

Date:	**4.29.21**
To:	McCarthy Building Companies
Attention:	
Address	6225 N. 24th St.
Phx, AZ	
Telephone:	480.449.4700
Direct	480.828.1202
Email:	

Project Name	Chandler WRF
Project Address:	Chandler
Proposal Number:	Revision 4.29.21
From:	Tim Meadors
E-mail	Tim.meadors@sgsiglass.com

PROPOSAL DESCRIPTION

Glass and glazing only in doors by others 1 type A transom, 4 type C and 6 type B.	
Supply and install 5 windows W-1 thru W-5 Clear anodized class 1 with Tinted low E glass. Includes perimeter sealant. Window will not meet the U-value .33	
Glass and glazing only in W-6 hollow metal frame by others.	
All exterior is qualified as □ □Clear, Bronze or Gray with Solarban 60 on # 2. □ □air space □ □clear	
All interior doors shall have □ □clear tempered.	
W-6 shall be glazed with □ □Clear. □ □air space □ □clear	$9,375.00
Add for 5-year warranty to windows.	$299.00
Alternate to supply and install 1 piece of □ □clear tempered at D03 Door at the Blower Building at the Ocotillo site for Alternate 3	$218.00
Bond 2.9□	$287.00
Specific Exclusions: PE stamp U.O.N, Water Testing U.O.N. Bond, Sunshades, Parking Garage Glass. Field measuring.Mirrors, Glass Handrails.Skylights. Mock Up	
Standard Exclusions: Bond, Glass Shelves, Desk Tops, Case Glass, Sales Tax, Attic Stock, Mirrors, Skylights, Fire Safing, Insulation, Handrails, Embeds, Gypsum Adaptors. Protection and Cleaning after Installation, Trash Containers to be provided by the General Contractor or Owner, Aluminum and Glass not listed in sections above, and Electrical Hardware. Sunshades. Automatic Doors and Operators and Mockups, U.O.N.	

(***THIS PROPOSAL MAY BE WITHDRAWN BY SGSI GLASS &GLAZING IF NOT ACCEPTED WITHIN (30) DAYS)***

Chandler WRF Improvements Project

GMP 2 Work Category Solicited Subcontractors Summary

Work Category: **08D Overhead Coiling Doors**

Subcontractor/Supplier Name	***Status***
Miner Corporation	*Recommended*
DH Pace Company Inc.	*Proposed*
Cookson Door Sales of Arizona	*Proposed*
Wayne-Dalton	*Proposed*
Nationserve Garage Door	*Declined*
Quality Overhead Door	*Declined*

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **08D - Overhead Coiling Doors**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	Miner Corp	Cookson	D.H. Pace	Wayne Dalton	
		Keven Cross	Mark Montgomery	Darrin Mitchell	Larry Bagan	
		602-426-1200	480-589-6784	602-721-8461	520-279-4553	
		kcross@minercorp.com	mark.montgomery@cooksonaz.com	Darrin.Mitchell@dhpace.com	lbagan@wayne-dalton.com	
	TOTAL WORK CATEGORY PACKAGE VALUE	**$32,721**	**$44,547**	**$48,125**	**Incomplete Bid**	
	MCCARTHY SUBCONTRACT & FRONT END TERMS					
1	Compliant with McCarthy Front Ends	Yes	Yes	No	No	
2	Bid Submitted on McCarthy Bid Form	Yes	Yes	No	No	
3	Bid Bond Included with Bid (if over $250k Sub/$500k Supplier)	No	No	Yes	No	
4	Current Bank Reference Letter that shows Subcontractor or Vendor is in good standing.	4/5/2021	4/15/2021	1/8/2021	No	
5	Surety Company	Liberty Mutual	Travelers	Cinncinati Insurance Co	No	
6	Surety AM Best Rating (Must be A- or Better)	A XV	A++	A+	No	
7	AM Best Financial Size X($500M to $750M) or higher	N/A	N/A	N/A	N/A	
8	Anticipated contract amount is less than the Federal UW Limit as listed on the Treasury Listing	N/A	N/A	N/A	N/A	
9	Bond/CDI Cost	2.500%	2.500%	1.295%	1.295%	
10	Included Insurance Requirements (Per Matrix)	Yes	Yes	Yes	No	
11	GL Insurance Company Name	Travelers Prop Cas Co of Amer	Travelers	Zurich American Insurance	No	
12	GL Insurance Carrier AM Best Rating (Must be A- or Better)	A++	A++	A+	No	
13	PRL Insurance (If required by the Front Ends)	N/A	N/A	N/A	N/A	
14	Pollution Insurance (If required by the Front Ends)	N/A	N/A	N/A	N/A	
15	Tier 1 Approved	Yes	Yes	Yes	No	
16	Tier 2 Approved	N/A	N/A	N/A	N/A	
17	Safety Items:	Yes	Yes	Yes	Yes	
18	OSHA Recordable Incident Rate (Current)	0.95	1.13	2.95	No	
19	Agrees to comply with PPE requirements including 100% glove policy	Yes	Yes	Yes	No	
20	Acknowledges updated ladder policy (platform ladders)	Yes	Yes	Yes	No	
21	Task Hazard Analysis included for all tasks	Yes	Yes	Yes	No	
22	Tie-off above 6' required	Yes	Yes	Yes	No	
23	Includes Hoisting for Sub's Own Work Scope	Yes	Yes	Yes	No	
24	Acknowledges Soils Report	N/A	N/A	N/A	N/A	
25	Acknowledges Addenda	Yes	Yes	Yes	No	
26	Hold Bid for 150 Days	Yes	Yes	Yes	No	
27	Pricing good for the duration of the project	N/A	N/A	N/A	N/A	
28	Sales Tax Included	No	No	No	No	
29	**COVID-19 Market Questions**					
30	How has your workprogram been impacted by the COVID-19 situation? % of work stopped or delayed by more than 2 weeks?	5% -Minor Projects	No	TBD	TBD	
31	Have you had any future work oppurtunities canceled or delayed? What % of your future sales are projected to be impacted by COVID-19?	3% - Due to owner	No	TBD	TBD	
32	Are you suffering productivity loss that is impacting the ability to complete work on time?	No	No	TBD	TBD	
33	Have you had any difficulty with employees not wanting to come to work because of the risk of infection?	No	No	TBD	TBD	
34	Have you experienced any unusual voluntary turnover as a result of COVID-19?	No	No	TBD	TBD	
35	Have you had to furlough or make a reduction in staff or go to a reduced workweek as a result of COVID-19 market conditions?	No	No	TBD	TBD	
36	Have you experienced and/or do you anticipate any issues with existing suppliers or vendors?	No	No	TBD	TBD	

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **08D - Overhead Coiling Doors**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	Miner Corp	Cookson	D.H. Pace	Wayne Dalton	
		Keven Cross	Mark Montgomery	Darrin Mitchell	Larry Bagan	
		602-426-1200	480-589-6784	602-721-8461	520-279-4553	
		kcross@minercorp.com	mark.montgomery@cooksonaz.com	Darrin.Mitchell@dhpace.com	lbagan@wayne-dalton.com	
	TOTAL WORK CATEGORY PACKAGE VALUE	**$32,721**	**$44,547**	**$48,125**	**Incomplete Bid**	
37	Do you have any overseas suppliers that may be impeding your supply chain?	No	No	TBD	TBD	
38						
39	Per Plans & Specifications	Yes	Yes	Yes	No	
40	Division 1 as it relates to this scope of work	Yes	Yes	Yes	No	
41	08331 Overhead Coiling Doors	Yes	Yes	Yes	Yes	
42	08710 Door Hardware	Yes	Yes	Yes	Yes	
43	09900 Painting	Yes	Yes	Yes	Yes	
Scope of Work						
Base Bid:		$31,473	$34,960	$42,010	$26,514	
44	Provide all labor, materials, tools, equipment and appurtenances as required to perform the Work Category 08D - Overhead Coiling Doors, in accordance with and reasonably inferable from the Contract Documents, complete and without exception unless otherwise noted below, including, but not limited to the following:	Yes	No	No	No	
45	Check to Spec completed and submitted to McCarthy	Yes	No	No	No	
46	1 year warranty from Final Acceptance (Aug 2023)	Yes	Yes	Yes	Yes	
47	**Airport WRF Maintenance Building**					
48	Exterior Overhead Doors D01, D06 & D07 per Drawing A1.82 and Door Scehdule A-1.88	Yes	Yes	Yes	Yes	
48	Interior Overhead Door D18 per Drawing A1.82 and Door Schedule A-1.88	Yes	Yes	Yes	Yes	
49	Includes Electrical Connections from Motor to Control Stations and Eye Sensor	Yes	$5,000	$5,000	$5,000	
50	Coordinate exterior door submittals with Work Category 13B for design framed openings - Install Frames	Yes	$3,000	Yes	Yes	
51	Coordinate with Work Category 09A for Interior Openings	Yes	Yes	Yes	Yes	
51	Includes 2 mobilizations	$450	$500	$500	$500	
52	Shipping shall be FOB jobsite	Yes	Yes	Yes	Yes	
53	Unloading & storage	Yes	Yes	Yes	Yes	
53	Temporary protection & enclosure	Yes	Yes	Yes	Yes	
54	Bid Valid for 150 Days	Yes	Yes	Yes	$10,000	
55	COVID-19 Scope Items					
56	Proposal includes CDC, Federal, State and Local OSHA guidelines for COVID-19.	Yes	Yes	TBD	TBD	
57	Your proposal shall include all productivity, schedule, and other impacts to cost and schedule.	Yes	Yes	TBD	TBD	
58	All personnel onsite must maintain 6'0" spacing between personel and shall have facemasks on at all times that align with CDC, Federal, State or Local OSHA guidelines for COVID-19.	Yes	Yes	TBD	TBD	
59	Work activities that require personnel to be closer than 6'0" must have a plan presented and approved by McCarthy before work activity commences. Work activities within 6'0" shall also include the appropriate masks and PPE while performing the work.	Yes	Yes	TBD	TBD	
60	All tools and equipment used must be sanitzed each day.	Yes	Yes	TBD	TBD	
61	Personnel must comply with all hand washing and sanitizing requirements set by McCarthy.	Yes	Yes	TBD	TBD	
62	Subcontractors with onsite trailers must sanitize trailer interior high contact areas and restroom facilities daily. Subcontractors must have a plan approved by McCarthy to maintain 6' social distancing within the trailer as required by the AHJ.	N/A	N/A	N/A	N/A	

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **08D - Overhead Coiling Doors**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	Miner Corp	Cookson	D.H. Pace	Wayne Dalton	
		Keven Cross	Mark Montgomery	Darrin Mitchell	Larry Bagan	
		602-426-1200	480-589-6784	602-721-8461	520-279-4553	
		kcross@minercorp.com	mark.montgomery@cooksonaz.com	Darrin.Mitchell@dhpace.com	lbagan@wayne-dalton.com	
	TOTAL WORK CATEGORY PACKAGE VALUE	**$32,721**	**$44,547**	**$48,125**	**Incomplete Bid**	
63	Personnel are not allowed to carpool to the site or while onsite.	Yes	Yes	TBD	TBD	
64	Any personnel reporting symptoms must be immediately reported to McCarthy and follow the apropriate testing and quarantine protocols.	Yes	Yes	TBD	TBD	
65						
66	End of Scope					
67	Bond/CDI Cost	$798	$1,087	$615	$544	
	TOTAL WORK CATEGORY PACKAGE VALUE	**$32,721**	**$44,547**	**$48,125**	**$42,558**	

BID PROPOSAL

Date 04/14/21

Bid Proposal of * Miner of Arizona (hereinafter called "Bidder")

a ** Limited Partnership organized and existing under the laws of the State of

_____.

* Insert name of firm.
** Insert corporation, partnership, or individual, as applicable.

(INSERT OWNER'S ADDRESS)
TO: McCarthy Building Companies, Inc.
6225 North 24th Street, Suite 200
Phoenix, Arizona 85016

The Bidder, in compliance with your Invitation for Bids for the construction of Chandler Water Reclamation Facility Improvements having examined the Contract Documents entitled City of Chandler, Chandler WRF Improvements Project, and other related documents and being familiar with the site of the proposed work, and with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, and the progress of work to date, if any, hereby proposes to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, superintendence, perform all work, provide all services, and to construct all work in accordance with the Contract Documents set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required.

The Bidder shall attach a copy of Bidders' detailed estimate to its Bid Proposal. This estimate shall identify all quantities shown in the documents or anticipated along with corresponding labor, material and equipment pricing.

After Bid Proposals are received, tabulated, and evaluated by McCarthy, said Bidder agrees to meet with McCarthy for the purpose of determining any duplications, omissions, or mutually agreed bid adjustments. For these meetings, the Bidder agrees to provide a complete, detailed cost breakdown; a list of all sub-subcontractors proposed for use in the work; and a list of all items, materials and their manufacturers proposed for use in the work.

The Bidder, if awarded a Subcontract, agrees to commence work and to fully complete its Work in accordance with a schedule to be established in collaboration with McCarthy under the provisions of the Additional Subcontractor Conditions of the Specifications.

The Bidder acknowledges receipt of the following Addenda: 1 - 4

_____.

BASE BID:

The Bidder agrees to perform all Overhead Coiling Door (herein insert the title of the Work Category as it appears in the Additional Subcontractor Conditions) Work for Work Category No. _____, as described in the Contract Documents, for the Lump Sum of _____ DOLLARS ($ 37,466.00).

BID BREAKDOWN:

Airport WRF Total Amount $_____

- Aeration Basin $_____.
- Blower Piping $_____.
- Blower Ductbank $_____.
- Filters $_____.
- Maintenance Bldg $_____.

Ocotillo WRF Total Amount $_____

- Aeration/Anoxic $_____.
- RAS/WAS PS $_____.
- Clarifiers 1& 2 $_____.
- Filters $_____..
- MCC Replacement $_____..
- Reservoir $_____..
- Roads/Sitework $_____..

Performance & Payment Bond Cost *(If Applicable)* $ 936.65

Total Subcontract Amount $ 38,402.65

The name of the proposed Bonding Company is Hylant

Bond rate 2.5 %

All applicable taxes, except sales and use taxes on materials and equipment which are affixed and made a part of the real estate of the Project, are included in the above Base Bid. Bidder agrees that this Bid Proposal shall be good and may not be withdrawn unless McCarthy does not send Bidder a Subcontract within one hundred ~~twenty (160) calendar days~~ fifty (150) calendar days after the opening date of Bid Proposals.

(Amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

ALTERNATES:

The Bidder further agrees that if any or all of the Alternates listed and described below are incorporated and accepted within sixty (60) calendar days after receipt of a Subcontract from McCarthy, the Bidder will adjust its Subcontract by the amount indicated opposite the Alternates listed below.

ALTERNATE NO. 1: Filter Disc in Basin 7 Installation:

ADD the sum of $_____.

ALTERNATE NO. 2: Clarifier 3 Rehabilitation

ADD the sum of $_____.

ALTERNATE NO. 3: Sludge Holding Tank and Blower Bldg No. 2

ADD the sum of $_____.

ALTERNATE NO. 4: Removal/Replacement of Diffusers in 2 Aeration Basins

ADD the sum of $_____.

ALTERNATE NO. 5:_____

ADD the sum of $_____.

CHANGE ORDER RATES: (Add separate sheet as needed)

Markup % (on rates and material): 10%.

Position: Installer Rate: $78.00.

Position: Laborer Rate: $60.00.

Equipment: _____ Rate: _____.

Equipment: _____ Rate: _____.

SAFETY RECORDS

The Bidder certifies to the following Experience Modification Rates (EMR) and Incidence Rates for the three (3) most recent years:

	Year 2018	Year 2019	Year 2020
1. Compensation Experience Modification Rate:	1.33	1.02	0.95
2. Incidence Rate:			
(a) Number of hours employees worked in the year.	1738573	1744112	1727445
(b) Number of cases defined as recordable, from the OSHA Form 300 Log.	29	32	29
(c) Total Recordable Incidence Rate = (b) x (200,000 hours) / Hours Worked (a)	3.34	3.67	3.36

The Bidder understands that McCarthy reserves the right to reject any or all Bid Proposals and to waive any informalities or irregularities therein.

SELECT AS APPROPRIATE

☒ The Bidder has completed the Prequalification Form together with all other required data for McCarthy's' Contractor Default Insurance Program; OR

☐ The Bidder has not completed the Prequalification Form together with all other required data for McCarthy's' Contractor Default Insurance Program because the Bidder has provided the Form and all such information to McCarthy in the past 12 months for the following project:

_____ Project, which bid on: _____.

RESPONSIVE BID REQUIREMENTS:

DO NOT ENCLOSE YOUR STANDARD TERMS AND CONDITIONS

If any exceptions are taken to the requirements of this Proposal form, attach a separate sheet listing those exceptions, stating the sections and paragraphs and the specific exception.	KC (initials)
In submitting this proposal, the Bidder certifies that this bid is valid for 150 calendar days.	KC (initials)
In submitting this Proposal as described herein, we agree to complete the work in accordance with the included Preliminary Construction Sequence.	KC (initials)
In submitting this Proposal, the Bidder certifies that all cost for extended warranties to start on the date of Substantial Completion is included.	N/A (initials)
In submitting this proposal as described herein, we confirm that we have received, reviewed and agree to all commercial terms stated in the McCarthy Subcontract and Purchase Order Agreement. Any exception taken to the commercial terms stated in these Agreements must be listed on a separate sheet noting the article or paragraph and the specific exception. ***Bidders attached Standard Terms and Conditions will not be acknowledged or accepted as part of any given bid.***	KC (initials)
In submitting this proposal as described herein, the Bidder certifies that this bid is coordinated based on a complete set of documents and that there will be no claims for change order based on the assertion that the Bidder did not have a complete set of Bidding Documents.	KC (initials)
In submitting this proposal, the Bidder certifies that they have included all ~~spare parts~~, training, O & M Manuals, shop drawings and administration costs as associated to comply with the requirements of the specifications and as listed for their scope of work.	KC (initials)
A bid will be considered non-responsive if the Subcontractor Pre-Qualification Form is not completed as part of the Bid Form **(or on file at McCarthy office)**.	KC (initials)
The Bidder, by submitting their bid, represents that they have read and understand the scope requirements of the Bidding Documents.	KC (initials)
The Bidder certifies that any proposed materials in this scope of work meet or exceeds the requirements stated in the specifications unless noted otherwise within this proposal.	KC (initials)
The bidder certifies that the price listed in this bid is a firm Price through the final delivery of the materials proposed herein, and that no material escalation will be accepted as part of this proposal.	(initials)

Within fifteen (10) days after receipt by the Bidder from McCarthy of the Subcontract or Purchase Order, the Bidder will execute and return to McCarthy said Subcontract or Purchase Order and if notified from McCarthy that Bidder is not to be enrolled in McCarthy's Contractor Default Insurance Program, deliver to McCarthy Performance and Labor and Material Payment Bonds for the Subcontract or a Supply Contract Bond for the Purchase Order, or the difference between the amount of the bid and such larger amount for which McCarthy may subcontract with another party to perform the work covered by said bid, together with all court costs, all attorney fees and all other expense of recovery, all of which shall not exceed the Bid Security attached in the amount of 15% of the bid, will become the property of McCarthy. The bonds shall name McCarthy as Obligee.

If an Individual:

Authorized Signature: _____

Name (print): _____

Email: _____

Business Address: _____

_____

If a Partnership:

Authorized Signature: _____

Name (print): _____

Email: _____

Authorized Signature: _____

Name (print): _____

Email: _____

Business Address: _____

_____

If a Corporation:

Authorized Signature: _____

Name (print): _____

Email: _____

Title: _____

Business Address: _____

_____

Telephone _____

Contractor License Number: _____

General Liability Insurance Carrier (not the agent): _____

*Please attach a sample certificate of insurance and current W9 form to your bid.

Proposal

Date: 4/15/21 Rev2

PREPARED FOR:	PREPARED BY:
McCarthy Building Companies **Attn: Craig Nagel** **913-424-9630** **cnagel@mccarthy.com** **Re: City of Chandler WRF**	**Keven Cross** **1156 W. Southern Ave #101** **Tempe, AZ 85282** **Office: 602-426-1200** **Cell: 602-741-3934** **kcross@minercorp.com**

Qty	Size	Description	Qty Price
2	14' x 14'	Cornell ESD20 Insulated Coiling Service Door • 24ga / 24ga Galvanized Steel Slats • Baked Enamel Finish (Manufacturer's Standard Colors) • Structural Steel Angle Guides – Powder Coat Finish • Polyurethane Foam Insulation R-8.0 • 20 PSF Wind Load Design • 1/2 HP Electric Motor Operator • Photo Safety Eyes Bottom Safety Edge	**$18,214.00**
1	8' x 8'	Cornell ESD20 Insulated Coiling Service Door • 24ga / 24ga Galvanized Steel Slats • Baked Enamel Finish (Manufacturer's Standard Colors) • Structural Steel Angle Guides – Powder Coat Finish • Polyurethane Foam Insulation R-8.0 • 20 PSF Wind Load Design • 1/2 HP Electric Motor Operator • Photo Safety Eyes Bottom Safety Edge	**$4,752.00**
1	8' x 8'	Cornell ERD10 Coiling Fire Door • 22ga Galvanized Curtain • Baked Enamel Finish (Manufacturer's Standard Colors) • Structural Steel Angle Guides – Powder Coat Finish • 3 Hour Rated UL Labeled • Automatic Release Device Ties Into Bldg Alarm • 1/2 HP Electric Motor Operator • Photo Safety Eyes Bottom Safety Edge	**$5,388.00**
1	10' x 10'	Cornell ESD20 Insulated Coiling Service Door • 24ga / 24ga Galvanized Steel Slats • Baked Enamel Finish (Manufacturer's Standard Colors) • Structural Steel Angle Guides – Powder Coat Finish • Polyurethane Foam Insulation R-8.0 • 20 PSF Wind Load Design • 1/2 HP Electric Motor Operator • Photo Safety Eyes Bottom Safety Edge	**$5,993.00**
5	Above	Miner To Supply Low oltage Control Wiring (EMT Conduit, Std Wire Terminations)	**$3,119.00**
5	Above	Mechanical Installation	***Included***
5	Above	Shipping Handling	***Included***
		TOTAL	**$37,466.00**

Nagel, Craig

From: Keven Cross <kcross@minercorp.com>
Sent: Thursday, April 22, 2021 10:37 AM
To: Nagel, Craig
Subject: RE: Chandler WRF - Request for revisions to proposal & bid form

Follow Up Flag: Follow up
Flag Status: Flagged

1. Do you have all of the sealing around the doors? – There is vinyl jamb seal at each side, brush header seal & combo bottom seal/safety edge
2. Does your adder for Electrical include the photo eye sensor? – Photo eyes are included with each door cost. Our LV wiring includes us handling the photo eyes, safety edge & push buttons (basically everything for the operators except incoming power).
3. Do you have multiple mobilizations with your proposal? If not can you get me an adder?
    a. Two for the base bid Maintenance Building – Add $450 for added mobilization (this is more for us to rent additional lifts than actual mobilization).
    b. One for the Alt 3 Blower Building – Add $350 for added mobilization (this is more for us to rent additional lifts than actual mobilization).
4. On your scope sheet items 30 and 31 – Covid related questions with 5% and 3% delays/impacts.
    a. What projects were those on? Commercial due to owner work stoppage or other reasons? – Early on we had two projects that were shut down for a week or so to clean because someone on the site contracted Covid. We have had one project (Lifetime Fitness) that was on hold for two months last year but then came back on line and finished. There have been a couple that were bid but not awarded that were put on hold. Honestly, I had more projects in 2020 than in 2019 and 2021 is starting off extremely busy so all in all I'm not seeing a negative effect (yet).
5. On your scope sheet items 36 and 37 – Covid related questions with issues with suppliers and impacts to supply chains.
    a. What kind of issues have you experienced? Lead time delays? – Major lead time delays on certain items. Doors went from an average 5 week lead time to 8-10 weeks. Loading dock equipment went from around 8 weeks to 20+ weeks.

Keven Cross
Account Executive New Construction
Miner Southwest
Mobile: 602.741.3934
Fax: 602-426-0104
www.minercorp.com



From: Nagel, Craig <CNagel@McCarthy.com>
Sent: Tuesday, April 20, 2021 7:32 AM

Chandler WRF Improvements Project

GMP 2 Work Category Solicited Subcontractors Summary

Work Category: **09A Drywall**

Subcontractor/Supplier Name	***Status***
Pete King Construction	*Recommended*
The Berg Group	*Proposed*
Canyon Plastering & Drywall	*Proposed*
Cactus Drywall	*Declined*
CDS Framing	*Declined*
E&K of Phoenix	*Declined*
Extreme Drywall Concepts LLC	*Declined*
MKB Construction Inc.	*Declined*
NKW Inc.	*Declined*
PCI	*Declined*
SEC Drywall LLC	*Declined*

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: 09A - Drywall

GMP Date: 5/4/2021 Rev 6/21/2021

Recommended

	COMPANY INFORMATION	Pete King Construction	The Berg Group	Canyon Drywall & Plastering	PCI	CDS
		Todd Fife	Drew Christy	John Caroll	Brandon Propp	Brad Fenner
		602-390-4304	623-308-4130	602-803-3605	602-793-9296	602-258-0073
		todd@pkcaz.com	dchristy@berggroup.us	john@canyonplastering.com	brandon.propp@pcg.com	brad@cdsframing.com
	TOTAL WORK CATEGORY PACKAGE VALUE	**$119,345**	**$151,512**	**$154,945**	**No Bid**	**No Bid**
	MCCARTHY SUBCONTRACT & FRONT END TERMS					
1	Compliant with McCarthy Front Ends	Yes	Yes	No		
2	Bid Submitted on McCarthy Bid Form	Yes	Yes	No		
3	Bid Bond Included with Bid (if over $250k Sub/$500k Supplier)	N/A	N/A	N/A		
4	Current Bank Reference Letter that shows Subcontractor or Vendor is in good standing.	3/1/2021	4/1/2021	4/7/2020		
5	Surety Company	Ohio Casualty Insurance Co.	North American Specialty Insurance Co	RLI		
6	Surety AM Best Rating (Must be A- or Better)	A	A+	A+		
7	AM Best Financial Size X($500M to $750M) or higher	N/A	N/A	N/A		
8	Anticipated contract amount is less than the Federal UW Limit as listed on the Treasury Listing	N/A	N/A	N/A		
9	Bond/CDI Cost	1.295%	1.295%	1.295%		
10	Included Insurance Requirements (Per Matrix)	Yes	Yes	No		
11	GL Insurance Company Name	United Speciality Insurance Co.	Zurich American Insurance Co	Need Insurance Cert		
12	GL Insurance Carrier AM Best Rating (Must be A- or Better)	A	A+	No		
13	PRL Insurance (If required by the Front Ends)	N/A	N/A	N/A		
14	Pollution Insurance (If required by the Front Ends)	Yes	Yes	TBD		
15	Tier 1 Approved	Yes	Yes	No		
16	Tier 2 Approved	N/A	N/A	N/A		
17	Safety Items:	Yes	Yes	Yes		
18	OSHA Recordable Incident Rate (Current)	2.78	2.19	4.00		
19	Agrees to comply with PPE requirements including 100% glove policy	Yes	Yes	TBD		
20	Acknowledges updated ladder policy (platform ladders)	Yes	Yes	TBD		
21	Task Hazard Analysis included for all tasks	Yes	yes	TBD		
22	Tie-off above 6' required	Yes	Yes	TBD		
23	Includes Hoisting for Sub's Own Work Scope	Yes	Yes	TBD		
24	Acknowledges Soils Report	Yes	Yes	TBD		
25	Acknowledges Addenda	Yes	Yes	TBD		
26	Hold Bid for 150 Days	Yes	Yes	No		
27	Pricing good for the duration of the project	N/A	N/A	N/A		
28	Sales Tax Included	No	No	No		
29	**COVID-19 Market Questions**					
30	How has your workprogram been impacted by the COVID-19 situation? % of work stopped or delayed by more than 2 weeks?	Yes - Commercial job delays	Yes - commercial job delays	TBD		
31	Have you had any future work oppurtunities canceled or delayed? What % of your future sales are projected to be impacted by COVID-19?	No	Unknown	TBD		
32	Are you suffering productivity loss that is impacting the ability to complete work on time?	No	No	TBD		
33	Have you had any difficulty with employees not wanting to come to work because of the risk of infection?	No	No	TBD		
34	Have you experienced any unusual voluntary turnover as a result of COVID-19?	No	No	TBD		
35	Have you had to furlough or make a reduction in staff or go to a reduced workweek as a result of COVID-19 market conditions?	No	No	TBD		
36	Have you experienced and/or do you anticipate any issues with existing suppliers or vendors?	Yes - Lead times	Yes - Lead times	TBD		

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **09A - Drywall**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	Pete King Construction	The Berg Group	Canyon Drywall & Plastering	PCI	CDS
		Todd Fife	Drew Christy	John Caroll	Brandon Propp	Brad Fenner
		602-390-4304	623-308-4130	602-803-3605	602-793-9296	602-258-0073
		todd@pkcaz.com	dchristy@berggroup.us	john@canyonplastering.com	brandon.propp@pcg.com	brad@cdsframing.com
	TOTAL WORK CATEGORY PACKAGE VALUE	**$119,345**	**$151,512**	**$154,945**	**No Bid**	**No Bid**
37	Do you have any overseas suppliers that may be impeding your supply chain?	No	No	TBD		
38						
39	Per Plans & Specifications	Yes	Yes	No		
40	Division 1 as it relates to this scope of work	Yes	Yes	No		
41	05051 Anchor Bolts, Toggle Bolts, and Concrete Inserts	Yes	Yes	No		
42	06100 Rough Carpentry	Yes	Yes	No		
43	07900 - Joint Sealants	Yes	Yes	No		
44	09260 - Gypsum Board Assemblies	Yes	Yes	Yes		
	Scope of Work					
	Base Bid:	$115,289	$147,045	$63,260		
45	Provide all labor, materials, tools, equipment and appurtenances as required to perform the Work Category 09A - Drywall, in accordance with and reasonably inferable from the Contract Documents, complete and without exception unless otherwise noted below, including, but not limited to the following:	Yes	Yes	No		
46	Check to Spec completed and submitted to McCarthy	Yes	Yes	No		
47	1 year warranty from Final Acceptance (Aug 2023)	Yes	Yes	Yes		
48	**Airport WRF Maintenance Building**					
49	Open Office 101 North & East Exterior Walls - Furring and Drywall per details. Include all framing required for Doors and windows	Yes	Yes	Yes		
50	Open Office 101 West Wall - Metal Stud framed wall with drywall on both sides	Yes	Yes	Yes		
51	Open Office 101 South Wall - Metal Stud framed wall with drywall on both sides and insulation. Include all framing needed for Window W06	Yes	Yes	Yes		
52	Break 102 North Wall - Furring and Drywall per details. Include all framing for window W04	Yes	Yes	Yes		
53	Break 102 East & West Walls - Metal Stud framed wall with drywall on both sides	Yes	Yes	Yes		
54	Break 102 South Wall - Metal Stud framed wall with drywall on both sides and insulation. Include all necessary inwall rough carpentry for MEP trades and Casework	Yes	Yes	$950		
55	Hall 103 North Wall - Furring and Drywall per details. Include all framing for Door D04	Yes	Yes	Yes		
56	Hall 103 East and West Walls - Metal Stud framed wall with drywall on both sides. Include all framing for doors D09 and D10	Yes	Yes	Yes		
57	Hall 103 - South Wall - Metal Stud framed wall with drywall on both sides. Include all framing for Door D08	Yes	Yes	Yes		
58	Office 104 North & East Walls - Metal Stud framed with drywall on both sides	Yes	Yes	Yes		
59	Office 104 South Wall - Metal Stud framed with drywall on both sides with Insulation. Include inwall blocking as needed for Service Sink on outside of wall	Yes	Yes	$950		
60	Office 104 West Wall - Metal stud framed with drywall on one side with Insulation and Wetboard on W Locker room side	Yes	Yes	Yes		
61	Office 105 North Wall - Furring and Drywall per details. Include all framing for Window W05	Yes	Yes	Yes		
62	Office 105 East & South Walls - Metal Stud framed walls with drywall on both sides	Yes	Yes	Yes		
63	Office 105 West Wall - Metal Stud framed wall with drywall on one side with Insulation. Womens Restroom side to be Wetboard type material.	Yes	Yes	Yes		
64	Corridor 106 North, East and West Walls - Metal Stud framed wall with drywall on both sides and insulation. Include all framing for door openings D13 & D15	Yes	Yes	Yes		

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: 09A - Drywall

GMP Date: 5/4/2021 Rev 6/21/2021

Recommended

	COMPANY INFORMATION	Pete King Construction	The Berg Group	Canyon Drywall & Plastering	PCI	CDS
		Todd Fife	Drew Christy	John Caroll	Brandon Propp	Brad Fenner
		602-390-4304	623-308-4130	602-803-3605	602-793-9296	602-258-0073
		todd@pkcaz.com	dchristy@berggroup.us	john@canyonplastering.com	brandon.propp@pcg.com	brad@cdsframing.com
	TOTAL WORK CATEGORY PACKAGE VALUE	**$119,345**	**$151,512**	**$154,945**	**No Bid**	**No Bid**
64	Corridor 106 South Wall - Metal Stud framed wall with drywall on both sides and insulation. Include framed opening as shown	Yes	Yes	Yes		
65	Corridor 106 Ceiling - Suspended Hard Lid Ceiling in Corridor	Yes	Yes	$3,500		
66	M Lockers 107 All Walls - Metal Stud framed wall with drywall on both sides and insulation. Include framed openings as shown. Include inwall blocking as required for locker installation by packaeg 10A	Yes	Yes	$950		
66	M Lockers 107 - Suspended Hard Lid Ceiling	Yes	Yes	$4,850		
57	M Restroom 108 All Walls - Metal Stud framed wall with drywall on both sides and insulation. Include framed openings as shown. Include inwall blocking as required for locker installation by packaeg 10A	Yes	Yes	$2,550		
58	M Restroom 108 Ceiling - Suspended Hard Lid Ceiling in Restroom by Drywall. Include all necessary framing and connections required including one location for aboveceiling MEP access	Yes	Yes	$6,250		
59	W Lockers 109 All Walls - Metal Stud framed wall with drywall on both sides and insulation. Include framed openings as shown. Include inwall blocking as required for locker installation by packaeg 10A	Yes	Yes	$950		
59	W Lockers 109 - Suspended Hard Lid Ceiling	Yes	Yes	$4,960		
60	W Restroom 110 All Walls - Metal Stud framed wall with drywall on both sides and insulation. Include framed openings as shown. Include inwall blocking as required for locker installation by packaeg 10A	Yes	Yes	$950		
61	M Restroom 110 Ceiling - Suspended Hard Lid Ceiling in Restroom by Drywall. Include all necessary framing and connections required including one location for aboveceiling MEP access	Yes	Yes	$6,250		
62	Tool Storage 111 North & West Walls - Furring and Drywall per details	Yes	Yes	Yes		
63	Tool Storage 111 East Wall - Metal Stud framed drywall on both sides with Insulation	Yes	Yes	Yes		
64	Workshop 112 North Wall - Metal Stud framed drywall on both sides with insulation. Include all inwall blocking as needed for MEP and other wall secured items	Yes	Yes	$950		
65	Lube Oil Storage 113 West Wall - Furring and Drywall per details	Yes	Yes	Yes		
66	Lube Oil Storage 113 North, East & South Walls - Metal Stud framed with drywall and insulation - 1 hour fire rating for this room. Inlcude all framed openings for Doors D17 & D18. Include all blocking for MEP trades as required	Yes	Yes	$950		
67	Storage 114 North Wall - Metal Stud with drywall on both sides. Include framed opening for Dust Curtain. Dust Curtain by others.	Yes	Yes	Yes		
68	Mezzanine M01 West Wall - Metal Stud with drywall on both sides. Include framed opening for Door D19	Yes	Yes	Yes		
69	Storage M02 North and West Walls - Furring with Drywall per details. Coordinate and install inwall blocking as needed for storage racks	Yes	Yes	$950		
70	Storage M02 East and South Walls - Metal Stud with drywall on both sides	Yes	Yes	Yes		
71	Coordinate with other Work Category's to include all inwall blocking required for the Maintenance Building Interior Walls	Yes	Yes	$550		
72	Shipping shall be FOB jobsite	Yes	Yes	Yes		
73	Unloading & storage	Yes	Yes	Yes		
74	Temporary protection & final touchup	$2,530	$2,530	$2,530		
74	Safety	Yes	Yes	$14,860		
75	Cost Escalation for 150 Bid Validity	Yes	Yes	$35,805		
76	COVID-19 Scope Items					
77	Proposal includes CDC, Federal, State and Local OSHA guidelines for COVID-19.	Yes	Yes	TBD		
78	Your proposal shall include all productivity, schedule, and other impacts to cost and schedule.	Yes	Yes	TBD		

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **09A - Drywall**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	Pete King Construction	The Berg Group	Canyon Drywall & Plastering	PCI	CDS
		Todd Fife	Drew Christy	John Caroll	Brandon Propp	Brad Fenner
		602-390-4304	623-308-4130	602-803-3605	602-793-9296	602-258-0073
		todd@pkcaz.com	dchristy@berggroup.us	john@canyonplastering.com	brandon.propp@pcg.com	brad@cdsframing.com
	TOTAL WORK CATEGORY PACKAGE VALUE	**$119,345**	**$151,512**	**$154,945**	**No Bid**	**No Bid**
79	All personnel onsite must maintain 6'0" spacing between personel and shall have facemasks on at all times that align with CDC, Federal, State or Local OSHA guidelines for COVID-19.	Yes	Yes	TBD		
80	Work activities that require personnel to be closer than 6'0" must have a plan presented and approved by McCarthy before work activity commences. Work activities within 6'0" shall also include the appropriate masks and PPE while performing the work.	Yes	Yes	TBD		
81	All tools and equipment used must be sanitzed each day.	Yes	Yes	TBD		
82	Personnel must comply with all hand washing and sanitizing requirements set by McCarthy.	Yes	Yes	TBD		
83	Subcontractors with onsite trailers must sanitize trailer interior high contact areas and restroom facilities daily. Subcontractors must have a plan approved by McCarthy to maintain 6' social distancing within the trailer as required by the AHJ.	Yes	Yes	TBD		
84	Personnel are not allowed to carpool to the site or while onsite.	Yes	Yes	TBD		
85	Any personnel reporting symptoms must be immediately reported to McCarthy and follow the apropriate testing and quarantine protocols.	Yes	Yes	TBD		
86						
87	End of Scope					
88	Bond/CDI Cost	$1,526	$1,937	$1,981		
	TOTAL WORK CATEGORY PACKAGE VALUE	**$119,345**	**$151,512**	**$154,945**		

BID PROPOSAL

Date 4/19/2021

Bid Proposal of * Pete King Construction (hereinafter called "Bidder")

a ** Corporation organized and existing under the laws of the State of AZ.

* Insert name of firm.
** Insert corporation, partnership, or individual, as applicable.

(INSERT OWNER'S ADDRESS)
TO: McCarthy Building Companies, Inc.
6225 North 24th Street, Suite 200
Phoenix, Arizona 85016

The Bidder, in compliance with your Invitation for Bids for the construction of Chandler Water Reclamation Facility Improvements having examined the Contract Documents entitled City of Chandler, Chandler WRF Improvements Project, and other related documents and being familiar with the site of the proposed work, and with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, and the progress of work to date, if any, hereby proposes to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, superintendence, perform all work, provide all services, and to construct all work in accordance with the Contract Documents set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required.

The Bidder shall attach a copy of Bidders' detailed estimate to its Bid Proposal. This estimate shall identify all quantities shown in the documents or anticipated along with corresponding labor, material and equipment pricing.

After Bid Proposals are received, tabulated, and evaluated by McCarthy, said Bidder agrees to meet with McCarthy for the purpose of determining any duplications, omissions, or mutually agreed bid adjustments. For these meetings, the Bidder agrees to provide a complete, detailed cost breakdown; a list of all sub-subcontractors proposed for use in the work; and a list of all items, materials and their manufacturers proposed for use in the work.

The Bidder, if awarded a Subcontract, agrees to commence work and to fully complete its Work in accordance with a schedule to be established in collaboration with McCarthy under the provisions of the Additional Subcontractor Conditions of the Specifications.

The Bidder acknowledges receipt of the following Addenda: 1-4.

BASE BID:

The Bidder agrees to perform all Metal Stud, Drywall, ~~Paint~~ (herein insert the title of the Work Category as it appears in the Additional Subcontractor Conditions) Work for Work Category No. _____, as described in the Contract Documents, for the Lump Sum of Eighty thousand four hundred thirty-six. DOLLARS ($ 80,436).

BID BREAKDOWN:

Airport WRF Total Amount $_____

- Aeration Basin $_____
- Blower Piping $_____
- Blower Ductbank $_____
- Filters $_____
- Maintenance Bldg $ 80,436

Ocotillo WRF Total Amount $_____

- Aeration/Anoxic $_____
- RAS/WAS PS $_____
- Clarifiers 1& 2 $_____
- Filters $_____
- MCC Replacement $_____
- Reservoir $_____
- Roads/Sitework $_____

Performance & Payment Bond Cost *(If Applicable)* $_____

Total Subcontract Amount $_____

The name of the proposed Bonding Company is Ohio Casualty

Bond rate 1 %

All applicable taxes, except sales and use taxes on materials and equipment which are affixed and made a part of the real estate of the Project, are included in the above Base Bid. Bidder agrees that this Bid Proposal shall be good and may not be withdrawn unless McCarthy does not send Bidder a Subcontract within one hundred ~~twenty (160) calendar days~~ fifty (150) calendar days after the opening date of Bid Proposals.

(Amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

ALTERNATES:

The Bidder further agrees that if any or all of the Alternates listed and described below are incorporated and accepted within sixty (60) calendar days after receipt of a Subcontract from McCarthy, the Bidder will adjust its Subcontract by the amount indicated opposite the Alternates listed below.

ALTERNATE NO. 1: Filter Disc in Basin 7 Installation:

ADD the sum of $_____.

ALTERNATE NO. 2: Clarifier 3 Rehabilitation

ADD the sum of $_____.

ALTERNATE NO. 3: Sludge Holding Tank and Blower Bldg No. 2

ADD the sum of $_____.

ALTERNATE NO. 4: Removal/Replacement of Diffusers in 2 Aeration Basins

ADD the sum of $_____.

ALTERNATE NO. 5: Batt insulation in interior walls

ADD the sum of $ 6,306.

CHANGE ORDER RATES: (Add separate sheet as needed)

Markup % (on rates and material): 15%.

Position: All Rate: $55.00.

Position: _____ Rate: _____.

Equipment: _____ Rate: _____.

Equipment: _____ Rate: _____.

SAFETY RECORDS

The Bidder certifies to the following Experience Modification Rates (EMR) and Incidence Rates for the three (3) most recent years:

	Year 2018	Year 2019	Year 2020
1. Compensation Experience Modification Rate:	.49	.50	.51
2. Incidence Rate:			
(a) Number of hours employees worked in the year.	462	447	469
(b) Number of cases defined as recordable, from the OSHA Form 300 Log.	20	11	13
(c) Total Recordable Incidence Rate = (b) x (200,000 hours) / Hours Worked (a)	4.35	2.54	2.78

The Bidder understands that McCarthy reserves the right to reject any or all Bid Proposals and to waive any informalities or irregularities therein.

SELECT AS APPROPRIATE

☑ The Bidder has completed the Prequalification Form together with all other required data for McCarthy's' Contractor Default Insurance Program; OR

☐ The Bidder has not completed the Prequalification Form together with all other required data for McCarthy's' Contractor Default Insurance Program because the Bidder has provided the Form and all such information to McCarthy in the past 12 months for the following project:

_____ Project, which bid on: _____.

RESPONSIVE BID REQUIREMENTS:

DO NOT ENCLOSE YOUR STANDARD TERMS AND CONDITIONS

If any exceptions are taken to the requirements of this Proposal form, attach a separate sheet listing those exceptions, stating the sections and paragraphs and the specific exception.	TF (initials)
In submitting this proposal, the Bidder certifies that this bid is valid for 150 calendar days. See Alternate	TF (initials)
In submitting this Proposal as described herein, we agree to complete the work in accordance with the included Preliminary Construction Sequence.	TF (initials)
In submitting this Proposal, the Bidder certifies that all cost for extended warranties to start on the date of Substantial Completion is included.	TF (initials)
In submitting this proposal as described herein, we confirm that we have received, reviewed and agree to all commercial terms stated in the McCarthy Subcontract and Purchase Order Agreement. Any exception taken to the commercial terms stated in these Agreements must be listed on a separate sheet noting the article or paragraph and the specific exception. ***Bidders attached Standard Terms and Conditions will not be acknowledged or accepted as part of any given bid.***	TF (initials)
In submitting this proposal as described herein, the Bidder certifies that this bid is coordinated based on a complete set of documents and that there will be no claims for change order based on the assertion that the Bidder did not have a complete set of Bidding Documents.	TF (initials)
In submitting this proposal, the Bidder certifies that they have included all spare parts, training, O & M Manuals, shop drawings and administration costs as associated to comply with the requirements of the specifications and as listed for their scope of work.	TF (initials)
A bid will be considered non-responsive if the Subcontractor Pre-Qualification Form is not completed as part of the Bid Form **(or on file at McCarthy office)**.	TF (initials)
The Bidder, by submitting their bid, represents that they have read and understand the scope requirements of the Bidding Documents.	TF (initials)
The Bidder certifies that any proposed materials in this scope of work meet or exceeds the requirements stated in the specifications unless noted otherwise within this proposal.	TF (initials)
The bidder certifies that the price listed in this bid is a firm Price through the final delivery of the materials proposed herein, and that no material escalation will be accepted as part of this proposal.	TF (initials)

Within fifteen (10) days after receipt by the Bidder from McCarthy of the Subcontract or Purchase Order, the Bidder will execute and return to McCarthy said Subcontract or Purchase Order and if notified from McCarthy that Bidder is not to be enrolled in McCarthy's Contractor Default Insurance Program, deliver to McCarthy Performance and Labor and Material Payment Bonds for the Subcontract or a Supply Contract Bond for the Purchase Order, or the difference between the amount of the bid and such larger amount for which McCarthy may subcontract with another party to perform the work covered by said bid, together with all court costs, all attorney fees and all other expense of recovery, all of which shall not exceed the Bid Security attached in the amount of 15% of the bid, will become the property of McCarthy. The bonds shall name McCarthy as Obligee.

If an Individual:

Authorized Signature: _____

Name (print): _____

Email: _____

Business Address: _____

_____

If a Partnership:

Authorized Signature: _____

Name (print): _____

Email: _____

Authorized Signature: _____

Name (print): _____

Email: _____

Business Address: _____

_____

If a Corporation:

Authorized Signature: _____

Name (print): Pete King

Email: todd@PKCAZ.com

Title: estimator

Business Address: _____

_____

Telephone 602-944-4441

Contractor License Number: _____

General Liability Insurance Carrier (not the agent): United Specialty Insurance Company

*Please attach a sample certificate of insurance and current W9 form to your bid.

PETE KING CONSTRUCTION COMPANY
P.O. BOX 82970 • PHOENIX, AZ 85071-2970 • 11040 NORTH 19TH AVE. • (602) 944-4441 • FAX (602) 943-4876

April 6, 2021

McCarthy
Tel:
Fax:
Attn: Estimating

Pete King Construction is hereby submitting the following **Bid** on

Chandler WRF Improvements

Our **PROPOSAL** to cover the scope and spec sections listed below is: **$ 80,436**

Light Gauge Metal Studs - 54000
Gypsum Board - 09250

ALTERNATES

FRP at Service Sink	$	650
Add for Batt insulation at interior walls (not at furring)	$	6,306
Cost to hold bid for 150 days	$	27,897

Our bond rate is 1% and our Bid Limit is: Unlimited
We have seen NO addenda on this project. This bid is based on plans dated: 03.01.21

We appreciate the opportunity to bid this project with you. If there are any questions or concerns, please contact me at: 602-944-4441 or 602-390-4304.

Sincerely,

Todd Fife
Estimator

Bid is void in 30 days!!

PETE KING CONSTRUCTION COMPANY
P.O. BOX 82970 • PHOENIX, AZ 85071-2970 • 11040 NORTH 19TH AVE. • (602) 944-4441 • FAX (602) 943-4876

Pete King Construction - Scope of work for: **Chandler WRF Improvements**

We include: **Light gauge metal framing & drywall**

* Framing of interior walls and ceilings with drywall per plans
* 5/8" moisture resistant gypsum at wet walls
* Gypsum finish to be smooth
* Furring on all prefabricated exterior walls

We exclude: Bonds, Permits, Wood products, Insulation Products and "Z" Furring, Engineering, Shop Drawings, Fire Caulk, Firestops, concrete finishes, specialty coatings, paint

Chandler WRF Improvements Project

GMP 2 Work Category Solicited Subcontractors Summary

Work Category: **09B Tile & Resilient Flooring**

Subcontractor/Supplier Name	***Status***
Envision Flooring LLC	*Recommended*
Creative Design Flooring	*Proposed*
Wholesale Flooring	*Proposed*
SKF Tile & Stone	*Proposed*
Continental Flooring Co. Inc.	*Declined*
Desert Mountain Tile & Marble	*Declined*
Scuderi Tile Contractors Inc.	*Declined*

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **09B - Tile & Resillent Flooring**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	**Envision Flooring**	Creative Design Flooring	Wholesale Floors LLC	SKF Tile & Stone	Berg Group
		Robert Ramsey	Kaylee Girard	Brett Dominguez	Faithie Ekbundit	Drew Christy
		602-708-3882	480-443-3905	602-502-9030	602-710-7778	623-308-4130
		robertr@envisionflooringllc.com	kaylee.girard@creativedesignflooring.com	brett@wholesalefloors.com	bids@skftile.com	dchristy@berggroup.us
	TOTAL WORK CATEGORY PACKAGE VALUE	**$14,556**	**$21,885**	**$24,582**	**Incomplete**	**Incomplete**
	MCCARTHY SUBCONTRACT & FRONT END TERMS					
1	Compliant with McCarthy Front Ends	Yes	Yes	No		
2	Bid Submitted on McCarthy Bid Form	Yes	Yes	No		
3	Bid Bond Included with Bid (if over $250k Sub/$500k Supplier)	N/A	N.A	N/A		
4	Current Bank Reference Letter that shows Subcontractor or Vendor is in good standing.	1/25/2021	1/26/2021	2/8/2021		
5	Surety Company	Hartford Accident & Indemnity	CBIC	Berkley Insurance Co		
6	Surety AM Best Rating (Must be A- or Better)	A+	A+	A+		
7	AM Best Financial Size X($500M to $750M) or higher	N/A	N/A	N/A		
8	Anticipated contract amount is less than the Federal UW Limit as listed on the Treasury Listing	N/A	N/A	N/A		
9	Bond/CDI Cost	1.295%	1.295%	1.295%		
10	Included Insurance Requirements (Per Matrix)	Yes	Yes	Yes		
11	GL Insurance Company Name	Selective Insurance	Ohio Security Insurance	Continental Insurance Co		
12	GL Insurance Carrier AM Best Rating (Must be A- or Better)	A	A	A		
13	PRL Insurance (If required by the Front Ends)	N/A	N/A	N/A		
14	Pollution Insurance (If required by the Front Ends)	N/A	N/A	N/A		
15	Tier 1 Approved	Yes	Yes	Yes		
16	Tier 2 Approved	N/A	N/A	N/A		
17	Safety Items:	Yes	Yes	Yes		
18	OSHA Recordable Incident Rate (Current)	0.92	1.04	2.32		
19	Agrees to comply with PPE requirements including 100% glove policy	Yes	Yes	Yes		
20	Acknowledges updated ladder policy (platform ladders)	Yes	Yes	Yes		
21	Task Hazard Analysis included for all tasks	Yes	Yes	Yes		
22	Tie-off above 6' required	Yes	Yes	Yes		
23	Includes Hoisting for Sub's Own Work Scope	Yes	Yes	Yes		
24	Acknowledges Soils Report	N/A	N/A	N/A		
25	Acknowledges Addenda	Yes	Yes	Yes		
26	Hold Bid for 150 Days	Yes	Yes	Yes		
27	Pricing good for the duration of the project	N/A	N/A	N/A		
28	Sales Tax Included	No	No	No		
29	**COVID-19 Market Questions**					
30	How has your workprogram been impacted by the COVID-19 situation? % of work stopped or delayed by more than 2 weeks?	No	No	No		
31	Have you had any future work oppurtunities canceled or delayed? What % of your future sales are projected to be impacted by COVID-19?	No	No	No		
32	Are you suffering productivity loss that is impacting the ability to complete work on time?	No	No	No		
33	Have you had any difficulty with employees not wanting to come to work because of the risk of infection?	No	No	No		
34	Have you experienced any unusual voluntary turnover as a result of COVID-19?	No	No	No		
35	Have you had to furlough or make a reduction in staff or go to a reduced workweek as a result of COVID-19 market conditions?	No	No	No		
36	Have you experienced and/or do you anticipate any issues with existing suppliers or vendors?	No	No	No		

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **09B - Tile & Resillent Flooring**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	**Envision Flooring**	Creative Design Flooring	Wholesale Floors LLC	SKF Tile & Stone	Berg Group
		Robert Ramsey	Kaylee Girard	Brett Dominguez	Faithie Ekbundit	Drew Christy
		602-708-3882	480-443-3905	602-502-9030	602-710-7778	623-308-4130
		robertr@envisionflooringllc.com	kaylee.girard@creativedesignflooring.com	brett@wholesalefloors.com	bids@skftile.com	dchristy@berggroup.us
	TOTAL WORK CATEGORY PACKAGE VALUE	**$14,556**	**$21,885**	**$24,582**	**Incomplete**	**Incomplete**
37	Do you have any overseas suppliers that may be impeding your supply chain?	No	No	No		
38						
39	Per Plans & Specifications	Yes	Yes	Yes		
40	Division 1 as it relates to this scope of work	Yes	yes	Yes		
40	09300 Tiling	Yes	Yes	Yes		
41	09650 - Resilient Flooring	Yes	Yes	Yes		
Scope of Work						
Base Bid:		$13,770	$21,005	$23,668		
42	Provide all labor, materials, tools, equipment and appurtenances as required to perform the Work Category 09B - Tile & Resillent Flooring, in accordance with and reasonably inferable from the Contract Documents, complete and without exception unless otherwise noted below, including, but not limited to the following:	Yes	Yes	Yes		
43	Check to Spec completed and submitted to McCarthy	Yes	Yes	Yes		
44	1 year warranty from Final Acceptance (Aug 2023)	Yes	Yes	Yes		
45	**Airport WRF Maintenance Building**					
46	All Floor and Wall Tiling per drawings and finish schedule on drawing A-1.88	Yes	Yes	Yes		
46	All 4" Rubber Base per drawings and finish schedule on drawing A-1.88	Yes	Yes	Yes		
47	Sealing of the Concrete Floors included complete	Yes	Yes	Yes		
48	Maintenace Materials as called out in 09300 1.3C - Extra Tile and materials - 1% or no less than 10 of each type	Yes	Yes	Yes		
49	Verify and examine subfloor and wall surfaces and walk and document condition with Construction Manager prior to starting installation	Yes	Yes	Yes		
50	Shipping shall be FOB jobsite	Yes	Yes	Yes		
51	Unloading & storage	Yes	Yes	Yes		
52	Temporary protection & Final Cleaning	$600	$600	$600		
53	Spare Parts per the Specifications	Yes	Yes	Yes		
54	COVID-19 Scope Items					
55	Proposal includes CDC, Federal, State and Local OSHA guidelines for COVID-19.	Yes	Yes	Yes		
56	Your proposal shall include all productivity, schedule, and other impacts to cost and schedule.	Yes	Yes	Yes		
57	All personnel onsite must maintain 6'0" spacing between personel and shall have facemasks on at all times that align with CDC, Federal, State or Local OSHA guidelines for COVID-19.	Yes	Yes	Yes		
58	Work activities that require personnel to be closer than 6'0" must have a plan presented and approved by McCarthy before work activity commences. Work activities within 6'0" shall also include the appropriate masks and PPE while performing the work.	Yes	Yes	Yes		
59	All tools and equipment used must be sanitzed each day.	Yes	Yes	Yes		
60	Personnel must comply with all hand washing and sanitizing requirements set by McCarthy.	Yes	Yes	Yes		
61	Subcontractors with onsite trailers must sanitize trailer interior high contact areas and restroom facilities daily. Subcontractors must have a plan approved by McCarthy to maintain 6' social distancing within the trailer as required by the AHJ.	N/A	N/A	N/A		
62	Personnel are not allowed to carpool to the site or while onsite.	Yes	Yes	Yes		

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **09B - Tile & Resillent Flooring**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	**Envision Flooring**	Creative Design Flooring	Wholesale Floors LLC	SKF Tile & Stone	Berg Group
		Robert Ramsey	Kaylee Girard	Brett Dominguez	Faithie Ekbundit	Drew Christy
		602-708-3882	480-443-3905	602-502-9030	602-710-7778	623-308-4130
		robertr@envisionflooringllc.com	kaylee.girard@creativedesignflooring.com	brett@wholesalefloors.com	bids@skftile.com	dchristy@berggroup.us
	TOTAL WORK CATEGORY PACKAGE VALUE	**$14,556**	**$21,885**	**$24,582**	**Incomplete**	**Incomplete**
63	Any personnel reporting symptoms must be immediately reported to McCarthy and follow the apropriate testing and quarantine protocols.	Yes	Yes	Yes		
64						
65	End of Scope					
66	Bond/CDI Cost	$186	$280	$314		
	TOTAL WORK CATEGORY PACKAGE VALUE	**$14,556**	**$21,885**	**$24,582**		

BID PROPOSAL

Date 4-6-21

Bid Proposal of * 14,635.29 (hereinafter called "Bidder")

a ** Envision Flooring organized and existing under the laws of the State of AZ.

* Insert name of firm.
** Insert corporation, partnership, or individual, as applicable.

(INSERT OWNER'S ADDRESS)
TO: McCarthy Building Companies, Inc.
6225 North 24th Street, Suite 200
Phoenix, Arizona 85016

The Bidder, in compliance with your Invitation for Bids for the construction of Chandler Water Reclamation Facility Improvements having examined the Contract Documents entitled City of Chandler, Chandler WRF Improvements Project, and other related documents and being familiar with the site of the proposed work, and with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, and the progress of work to date, if any, hereby proposes to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, superintendence, perform all work, provide all services, and to construct all work in accordance with the Contract Documents set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required.

The Bidder shall attach a copy of Bidders' detailed estimate to its Bid Proposal. This estimate shall identify all quantities shown in the documents or anticipated along with corresponding labor, material and equipment pricing.

After Bid Proposals are received, tabulated, and evaluated by McCarthy, said Bidder agrees to meet with McCarthy for the purpose of determining any duplications, omissions, or mutually agreed bid adjustments. For these meetings, the Bidder agrees to provide a complete, detailed cost breakdown; a list of all sub-subcontractors proposed for use in the work; and a list of all items, materials and their manufacturers proposed for use in the work.

The Bidder, if awarded a Subcontract, agrees to commence work and to fully complete its Work in accordance with a schedule to be established in collaboration with McCarthy under the provisions of the Additional Subcontractor Conditions of the Specifications.

The Bidder acknowledges receipt of the following Addenda: 1 — 4

BASE BID:

The Bidder agrees to perform all Tile & Resilient (herein insert the title of the Work Category as it appears in the Additional Subcontractor Conditions) Work for Work Category No. _____, as described in the Contract Documents, for the Lump Sum of Fourteen Thousand Six Hundred Thirty Five 29/100 DOLLARS ($ 14,635.29).

BID BREAKDOWN:

Airport WRF Total Amount $_____

Cost Proposal below shows break out cost for Maintenance Bldg to be 13,770.30 Total cost in bid form is shown with alternate.

- Aeration Basin $_____
- Blower Piping $_____
- Blower Ductbank $_____
- Filters $_____
- Maintenance Bldg $_____

Ocotillo WRF Total Amount $_____

- Aeration/Anoxic $_____
- RAS/WAS PS $_____
- Clarifiers 1& 2 $_____
- Filters $_____
- MCC Replacement $_____
- Reservoir $_____
- Roads/Sitework $_____

Performance & Payment Bond Cost *(If Applicable)* $_____

Total Subcontract Amount $_____

The name of the proposed Bonding Company is Bowdy & Williams

Bond rate 1.25 %

All applicable taxes, except sales and use taxes on materials and equipment which are affixed and made a part of the real estate of the Project, are included in the above Base Bid. Bidder agrees that this Bid Proposal shall be good and may not be withdrawn unless McCarthy does not send Bidder a Subcontract within one hundred ~~twenty (160) calendar days~~ fifty (150) calendar days after the opening date of Bid Proposals.

(Amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

ALTERNATES:

The Bidder further agrees that if any or all of the Alternates listed and described below are incorporated and accepted within sixty (60) calendar days after receipt of a Subcontract from McCarthy, the Bidder will adjust its Subcontract by the amount indicated opposite the Alternates listed below.

ALTERNATE NO. 1: Filter Disc in Basin 7 Installation:

ADD the sum of $_____.

ALTERNATE NO. 2: Clarifier 3 Rehabilitation

ADD the sum of $_____.

ALTERNATE NO. 3: Sludge Holding Tank and Blower Bldg No. 2

ADD the sum of $_____.

ALTERNATE NO. 4: Removal/Replacement of Diffusers in 2 Aeration Basins

ADD the sum of $_____.

ALTERNATE NO. 5:_____

ADD the sum of $_____.

CHANGE ORDER RATES: (Add separate sheet as needed)

Markup % (on rates and material): 5%

Position: Foreman Rate: 35

Position: Journeyman Rate: 30

Equipment: _____ Rate: _____

Equipment: _____ Rate: _____

SAFETY RECORDS

The Bidder certifies to the following Experience Modification Rates (EMR) and Incidence Rates for the three (3) most recent years:

	Year 2018	Year 2019	Year 2020	21
1. Compensation Experience Modification Rate:	1	1	0.92	0.92
2. Incidence Rate:				
(a) Number of hours employees worked in the year.			52,500	
(b) Number of cases defined as recordable, from the OSHA Form 300 Log.	0	0	0	0
(c) Total Recordable Incidence Rate = (b) x (200,000 hours) / Hours Worked (a)	0	0	0	0

The Bidder understands that McCarthy reserves the right to reject any or all Bid Proposals and to waive any informalities or irregularities therein.

SELECT AS APPROPRIATE

☒ The Bidder has completed the Prequalification Form together with all other required data for McCarthy's' Contractor Default Insurance Program; OR

☐ The Bidder has not completed the Prequalification Form together with all other required data for McCarthy's' Contractor Default Insurance Program because the Bidder has provided the Form and all such information to McCarthy in the past 12 months for the following project:

_____ Project, which bid on: _____.

RESPONSIVE BID REQUIREMENTS:

DO NOT ENCLOSE YOUR STANDARD TERMS AND CONDITIONS

If any exceptions are taken to the requirements of this Proposal form, attach a separate sheet listing those exceptions, stating the sections and paragraphs and the specific exception.	(initials)
In submitting this proposal, the Bidder certifies that this bid is valid for 150 calendar days.	(initials)
In submitting this Proposal as described herein, we agree to complete the work in accordance with the included Preliminary Construction Sequence.	(initials)
In submitting this Proposal, the Bidder certifies that all cost for extended warranties to start on the date of Substantial Completion is included.	(initials)
In submitting this proposal as described herein, we confirm that we have received, reviewed and agree to all commercial terms stated in the McCarthy Subcontract and Purchase Order Agreement. Any exception taken to the commercial terms stated in these Agreements must be listed on a separate sheet noting the article or paragraph and the specific exception. ***Bidders attached Standard Terms and Conditions will not be acknowledged or accepted as part of any given bid.***	(initials)
In submitting this proposal as described herein, the Bidder certifies that this bid is coordinated based on a complete set of documents and that there will be no claims for change order based on the assertion that the Bidder did not have a complete set of Bidding Documents.	(initials)
In submitting this proposal, the Bidder certifies that they have included all spare parts, training, O & M Manuals, shop drawings and administration costs as associated to comply with the requirements of the specifications and as listed for their scope of work.	(initials)
A bid will be considered non-responsive if the Subcontractor Pre-Qualification Form is not completed as part of the Bid Form **(or on file at McCarthy office).**	(initials)
The Bidder, by submitting their bid, represents that they have read and understand the scope requirements of the Bidding Documents.	(initials)
The Bidder certifies that any proposed materials in this scope of work meet or exceeds the requirements stated in the specifications unless noted otherwise within this proposal.	(initials)
The bidder certifies that the price listed in this bid is a firm Price through the final delivery of the materials proposed herein, and that no material escalation will be accepted as part of this proposal.	(initials)

Within fifteen (10) days after receipt by the Bidder from McCarthy of the Subcontract or Purchase Order, the Bidder will execute and return to McCarthy said Subcontract or Purchase Order and if notified from McCarthy that Bidder is not to be enrolled in McCarthy's Contractor Default Insurance Program, deliver to McCarthy Performance and Labor and Material Payment Bonds for the Subcontract or a Supply Contract Bond for the Purchase Order, or the difference between the amount of the bid and such larger amount for which McCarthy may subcontract with another party to perform the work covered by said bid, together with all court costs, all attorney fees and all other expense of recovery, all of which shall not exceed the Bid Security attached in the amount of 15% of the bid, will become the property of McCarthy. The bonds shall name McCarthy as Obligee.

If an Individual:

Authorized Signature: _____

Name (print): _____

Email: _____

Business Address: _____

_____

If a Partnership:

Authorized Signature: _____

Name (print): _____

Email: _____

Authorized Signature: _____

Name (print): _____

Email: _____

Business Address: _____

_____

If a Corporation:

Authorized Signature: [signature]

Name (print): Robert Adams

Email: RobertA@ENVISIONFlooringLLC.com

Title: Sales Mgr

Business Address: 21241 N. 73rd Ste 5

PHX AZ 85027

Telephone 602 708 3882

Contractor License Number: ROC 304308 CR 8

General Liability Insurance Carrier (not the agent): Hartford

*Please attach a sample certificate of insurance and current W9 form to your bid.

Proposal

Envision Flooring LLC
21241 N 23rd Ave
Suite 5
Phoenix AZ 85027
623-444-8447 623-594-1809

Proposal# 11380
Customer PO
Contract #
Date 4/6/2021
Sales Person1 Robert Ramsey
Sales Person 2

Acct # 61
For: 480-449-4700 Fax

McCarthy Building Companies Inc
6225 N 24th St #200
Phoenix, AZ 85016-2037

Job Site:

Chandler WRF AWRF
Chandler Water Reclamation Facility
Chandler, AZ

Type	Quantity	Product Description / Labor Description	Color / Item # / Area	Price	Total
Concrete					
Labor	5884 SF	SC-1 Sealed Concrete / TBD	vo comp 20	$0.63	$3,706.92
Notes	Color/Description: SC-1 Sealed Concrete / TBD Style/Item Name: SC-1 Sealed Concrete / TBD UnitPrice: 0.00 Unit:				
Ceramic Tile					
Materials	290 SF	Floor Tile / Figured DalTile / TBD Figured 12x24	Astronomy 12 x 24	$2.13	$617.70
Labor	290 SF	Install - Floor Tile to 24"		$4.11	$1,191.90
Notes	Color/Description: Floor Tile / Figured DalTile / TBD Figured 12x24 Style/Item Name: Floor Tile / Figured DalTile / TBD Figured 12x24 UnitPrice: 0.00 Unit:				
Ceramic Tile					
Materials	566 SF	Wall Tile / Figured DalTile / TBD Figured 12x24	Astronomy 12 x 24	$2.13	$1,205.58
Labor	566 SF	Install - Wall Tile Straight to 24"		$5.38	$3,045.08
Notes	Color/Description: Wall Tile / Figured DalTile / TBD Figured 12x24 Style/Item Name: Wall Tile / Figured DalTile / TBD Figured 12x24 UnitPrice: 0.00 Unit:				
VCT					
Materials	945 SF	VCT-1 Composition Tile / TBD	Standard Excelon	$1.14	$1,077.30
Labor	945 SF	Install - Vct		$0.38	$359.10
Notes	Color/Description: VCT-1 Composition Tile / TBD Style/Item Name: VCT-1 Composition Tile / TBD UnitPrice: 0.00 Unit:				
Adhesive					
Materials	2 EA	Adhesives	Eco 373 Pressure Sensitive 4 Gallon	$94.84	$189.68
Transition					
Materials	18.91 FT	Concrete to VCT / TBD		$4.12	$77.91
Notes	Color/Description: Concrete to VCT Style/Item Name: Concrete to VCT / TBD UnitPrice: 0.00 Unit:				

Continuation For: McCarthy Building Companies Inc, Proposal# 11380

Type	Quantity	Product Description Labor Description	Color / Item # Area	Price	Total

Information

Prefab showers. As per plans and specs

Total

Labor	$8,914.30
Materials	$4,856.00
Contract Total	$13,770.30
Sales Tax	
Grand Total	**$13,770.30**
Deposit Date ____ Ck# ____	

This Proposal is valid for 30 days.

EXCLUDES: Joint Filler, demolition, furniture moving, major floor prep, floor leveling, concrete grinding, moisture tests, special equipment rental, protection from other trades, dust control, vacuuming, final cleaning, grout/tile sealing, cleaning and waxing of any floor, attic stock, bonding expenses, weekend and/or after hours work, on site dumpster, existing adhesive scraping and all applicable taxes, unless otherwise noted above

Buyer _____ *Date* _____ *Seller* _____ *Date* _____

Proposal

Envision Flooring LLC
21241 N 23rd Ave
Suite 5
Phoenix AZ 85027
623-444-8447 623-594-1809

Proposal# 11381
Customer PO
Contract #
Date 4/6/2021
Sales Person1 Robert Ramsey
Sales Person 2

Acct # 61
For: 480-449-4700 Fax

McCarthy Building Companies Inc
6225 N 24th St #200
Phoenix, AZ 85016-2037

Job Site:

Chander OWRF
Chandler Water Reclamation Facility
Improvements
Chandler, AZ

Type	Quantity	Product Description / Labor Description	Color / Item # / Area	Price	Total
Concrete					
Labor	1373SF	sealed concrete		$0.63	$864.99
Notes	Color/Description: SC-1 Sealed Concrete Style/Item Name: SC-1 Sealed Concrete UnitPrice: 0.00 Unit:				

Information

No Base

ALTERNATE 3- ONLY

Total

Labor	$864.99
Materials	$0.00
Contract Total	$864.99
Sales Tax	
Grand Total	$864.99
Deposit Date Ck#	

This Proposal is valid for 30 days.
EXCLUDES: Joint Filler, demolition, furniture moving, major floor prep, floor leveling, concrete grinding, moisture tests, special equipment rental, protection from other trades, dust control, vacuuming, final cleaning, grout/tile sealing, cleaning and waxing of any floor, attic stock, bonding expenses, weekend and/or after hours work, on site dumpster, existing adhesive scraping and all applicable taxes, unless otherwise noted above

Buyer _____ *Date* _____ *Seller* _____ *Date* _____

Chandler WRF Improvements Project

GMP 2 Work Category Solicited Subcontractors Summary

Work Category: **09C Suspended Acoustical Ceilings**

Subcontractor/Supplier Name	***Status***
Barrett Homes	*Recommended*
T-P Acoustics Inc.	*Proposed*
The Berg Group	*Proposed*
E&K of Phoenix	*Declined*
MKB Construction Inc.	*Declined*
PCI	*Declined*
Sunset Acoustics	*Declined*

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **09C - Suspended Acoustical Ceilings**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	Barret-Homes Contractors	Pena Acoustics LLC	T-P Acoustics Inc	E&K of Phoenix	MKB Construction Inc.
		Steve Kraemer	Jose Pena	Kim DeBacco	Barry Sklenar	Cameron Geske
		602-269-2348	623-271-8257	602-390-0452	602-962-6265	602-509-9369
		steve.kraemer@barret-homes.com	jpena@penaacoustics.com	kim@tpacousticsinc.com	barry.sklenar@e-kco.com	cgeske@mkbc.com
	TOTAL WORK CATEGORY PACKAGE VALUE	**$6,815**	**$6,972**	**$12,855**	**Declined**	**Declined**
	MCCARTHY SUBCONTRACT & FRONT END TERMS					
1	Compliant with McCarthy Front Ends	Yes	Yes	Yes		
2	Bid Submitted on McCarthy Bid Form	Yes	Yes	Yes		
3	Bid Bond Included with Bid (if over $250k Sub/$500k Supplier)	N/A	N/A	N/A		
4	Current Bank Reference Letter that shows Subcontractor or Vendor is in good standing. (The date on the letter provided should be within the last 30 days and the letter should include the status of their line of credit.)	3/31/2021	8/26/2020	5/26/2020		
5	Surety Company	Merchants Bonding Company	Western National Mutual	Western Surety		
6	Surety AM Best Rating (Must be A- or Better)	A	A+	A		
7	AM Best Financial Size X($500M to $750M) or higher	N/A	N/A	N/A		
8	Anticipated contract amount is less than the Federal UW Limit as listed on the Treasury Listing	N/A	N/A	N/A		
9	Bond/CDI Cost	1.295%	1.295%	1.295%		
10	Included Insurance Requirements (Per Matrix)	Yes	Yes	Yes		
11	GL Insurance Company Name	Selective Fire and Casualty Company	Union Insurance Co	Hartford Fire Insurance CO		
12	GL Insurance Carrier AM Best Rating (Must be A- or Better)	A	A+	A+		
13	PRL Insurance (If required by the Front Ends)	N/A	N/A	N/A		
14	Pollution Insurance (If required by the Front Ends)	N/A	N/A	N/A		
15	Tier 1 Approved	Yes	Yes	Yes		
16	Tier 2 Approved	N/A	N/A	N/A		
17	Safety Items:	Yes	Yes	Yes		
18	OSHA Recordable Incident Rate (Current)	0.93	0.69	4.02 - 2019		
19	Agrees to comply with PPE requirements including 100% glove policy	Yes	Yes	Yes		
20	Acknowledges updated ladder policy (platform ladders)	Yes	Yes	Yes		
21	Task Hazard Analysis included for all tasks	Yes	Yes	Yes		
22	Tie-off above 6' required	Yes	Yes	Yes		
23	Includes Hoisting for Sub's Own Work Scope	Yes	Yes	Yes		
24	Acknowledges Soils Report	N/A	N/A	N/A		
25	Acknowledges Addenda	Yes	Yes	Yes		
26	Hold Bid for 150 Days	Yes	Yes	Yes		
27	Pricing good for the duration of the project	N/A	N/A	N/A		
28	Sales Tax Included	No	No	No		
29	**COVID-19 Market Questions**					
30	How has your workprogram been impacted by the COVID-19 situation? % of work stopped or delayed by more than 2 weeks?	No	No	No		
31	Have you had any future work oppurtunities canceled or delayed? What % of your future sales are projected to be impacted by COVID-19?	No	No	No		
32	Are you suffering productivity loss that is impacting the ability to complete work on time?	No	No	No		
33	Have you had any difficulty with employees not wanting to come to work because of the risk of infection?	No	No	No		
34	Have you experienced any unusual voluntary turnover as a result of COVID-19?	No	No	No		
35	Have you had to furlough or make a reduction in staff or go to a reduced workweek as a result of COVID-19 market conditions?	No	No	No		
36	Have you experienced and/or do you anticipate any issues with existing suppliers or vendors?	No	No	No		

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **09C - Suspended Acoustical Ceilings**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	Barret-Homes Contractors	Pena Acoustics LLC	T-P Acoustics Inc	E&K of Phoenix	MKB Construction Inc.
		Steve Kraemer	Jose Pena	Kim DeBacco	Barry Sklenar	Cameron Geske
		602-269-2348	623-271-8257	602-390-0452	602-962-6265	602-509-9369
		steve.kraemer@barret-homes.com	jpena@penaacoustics.com	kim@tpacousticsinc.com	barry.sklenar@e-kco.com	cgeske@mkbc.com
	TOTAL WORK CATEGORY PACKAGE VALUE	**$6,815**	**$6,972**	**$12,855**	**Declined**	**Declined**
37	Do you have any overseas suppliers that may be impeding your supply chain?	No	No	No		
38						
39	Per Plans & Specifications	Yes	Yes	Yes		
40	Division 1 as it relates to this scope of work	Yes	Yes	Yes		
41	09511 Acoustical Ceilings	Yes	Yes	Yes		
Scope of Work						
Base Bid:		$5,528	$5,683	$7,095		
42	Provide all labor, materials, tools, equipment and appurtenances as required to perform the Work Category 09C - Suspended Acoustical Ceilings, in accordance with and reasonably inferable from the Contract Documents, complete and without exception unless otherwise noted below, including, but not limited to the following:	Yes	Yes	Yes		
43	Check to Spec completed and submitted to McCarthy	Yes	Yes	Yes		
44	1 year warranty from Final Acceptance (Aug 2023)	Yes	Yes	Yes		
45	**Airport WRF Maintenance Building**					
46	Acoustical Ceiling Furnish and Install complete per Finish schedule on drawing A-1.88 inclusive of Rooms 101, 102, 103, 104, 105 & 106	Yes	Yes	Yes		
47	Coordinate with Work Category 09A	Yes	Yes	Yes		
47	Shipping shall be FOB jobsite	Yes	Yes	Yes		
48	Safety	Yes	Yes	$4,560		
48	Drop/touchup & QC touchups	$1,200	$1,200	$1,200		
49	Unloading & storage	Yes	Yes	Yes		
50	COVID-19 Scope Items					
51	Proposal includes CDC, Federal, State and Local OSHA guidelines for COVID-19.	Yes	Yes	Yes		
52	Your proposal shall include all productivity, schedule, and other impacts to cost and schedule.	Yes	Yes	Yes		
53	All personnel onsite must maintain 6'0" spacing between personel and shall have facemasks on at all times that align with CDC, Federal, State or Local OSHA guidelines for COVID-19.	Yes	Yes	Yes		
54	Work activities that require personnel to be closer than 6'0" must have a plan presented and approved by McCarthy before work activity commences. Work activities within 6'0" shall also include the appropriate masks and PPE while performing the work.	Yes	Yes	Yes		
55	All tools and equipment used must be sanitzed each day.	Yes	Yes	Yes		
56	Personnel must comply with all hand washing and sanitizing requirements set by McCarthy.	Yes	Yes	Yes		
57	Subcontractors with onsite trailers must sanitize trailer interior high contact areas and restroom facilities daily. Subcontractors must have a plan approved by McCarthy to maintain 6' social distancing within the trailer as required by the AHJ.	Yes	Yes	Yes		
58	Personnel are not allowed to carpool to the site or while onsite.	Yes	Yes	Yes		
59	Any personnel reporting symptoms must be immediately reported to McCarthy and follow the apropriate testing and quarantine protocols.	Yes	Yes	Yes		
60						
61	End of Scope					
62	Bond/CDI Cost	$87	$89	$0		
	TOTAL WORK CATEGORY PACKAGE VALUE	**$6,815**	**$6,972**	**$12,855**		

BID PROPOSAL

Date 4/5/21

Bid Proposal of * Barrett-Homes Contractors (hereinafter called "Bidder")

a ** Corporation organized and existing under the laws of the State of AZ.

* Insert name of firm.
** Insert corporation, partnership, or individual, as applicable.

(INSERT OWNER'S ADDRESS)
TO: McCarthy Building Companies, Inc.
6225 North 24th Street, Suite 200
Phoenix, Arizona 85016

The Bidder, in compliance with your Invitation for Bids for the construction of Chandler Water Reclamation Facility Improvements having examined the Contract Documents entitled City of Chandler, Chandler WRF Improvements Project, and other related documents and being familiar with the site of the proposed work, and with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, and the progress of work to date, if any, hereby proposes to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, superintendence, perform all work, provide all services, and to construct all work in accordance with the Contract Documents set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required.

The Bidder shall attach a copy of Bidders' detailed estimate to its Bid Proposal. This estimate shall identify all quantities shown in the documents or anticipated along with corresponding labor, material and equipment pricing.

After Bid Proposals are received, tabulated, and evaluated by McCarthy, said Bidder agrees to meet with McCarthy for the purpose of determining any duplications, omissions, or mutually agreed bid adjustments. For these meetings, the Bidder agrees to provide a complete, detailed cost breakdown; a list of all sub-subcontractors proposed for use in the work; and a list of all items, materials and their manufacturers proposed for use in the work.

The Bidder, if awarded a Subcontract, agrees to commence work and to fully complete its Work in accordance with a schedule to be established in collaboration with McCarthy under the provisions of the Additional Subcontractor Conditions of the Specifications.

The Bidder acknowledges receipt of the following Addenda: #1-3.

BASE BID:

The Bidder agrees to perform all Acoustical Ceilings (herein insert the title of the Work Category as it appears in the Additional Subcontractor Conditions) Work for Work Category No. 9C, as described in the Contract Documents, for the Lump Sum of Five Thousand Five Hundred and twenty eight DOLLARS ($ 5,528.00).

BID BREAKDOWN:

Airport WRF Total Amount $_____

- Aeration Basin $_____.
- Blower Piping $_____.
- Blower Ductbank $_____.
- Filters $_____.
- Maintenance Bldg $_____.

Ocotillo WRF Total Amount $_____

- Aeration/Anoxic $_____.
- RAS/WAS PS $_____.
- Clarifiers 1& 2 $_____.
- Filters $_____..
- MCC Replacement $_____..
- Reservoir $_____..
- Roads/Sitework $_____..

~~Sludge Holding/Blwr Bldg $_____.~~

Performance & Payment Bond Cost *(If Applicable)* $_____

Total Subcontract Amount $_____

The name of the proposed Bonding Company is Merchants Bonding Co. (Mutual)

Bond rate 1.5 %

All applicable taxes, except sales and use taxes on materials and equipment which are affixed and made a part of the real estate of the Project, are included in the above Base Bid. Bidder agrees that this Bid Proposal shall be good and may not be withdrawn unless McCarthy does not send Bidder a Subcontract within one hundred twenty (160) calendar days after the opening date of Bid Proposals.

(Amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

ALTERNATES:

The Bidder further agrees that if any or all of the Alternates listed and described below are incorporated and accepted within sixty (60) calendar days after receipt of a Subcontract from McCarthy, the Bidder will adjust its Subcontract by the amount indicated opposite the Alternates listed below.

ALTERNATE NO. 1: Filter Disc in Basin 7 Installation:

ADD the sum of $_____.

ALTERNATE NO. 2: Clarifier 3 Rehabilitation

ADD the sum of $_____.

ALTERNATE NO. 3: Sludge Holding Tank and Blower Bldg No. 2

ADD the sum of $_____.

ALTERNATE NO. 4: Removal/Replacement of Diffusers in 2 Aeration Basins

ADD the sum of $_____.

ALTERNATE NO. 5:_____

ADD the sum of $_____.

CHANGE ORDER RATES: (Add separate sheet as needed)

Markup % (on rates and material): _____.

Position: _____ Rate: _____.

Position: _____ Rate: _____.

Equipment: _____ Rate: _____.

Equipment: _____ Rate: _____.

SAFETY RECORDS

The Bidder certifies to the following Experience Modification Rates (EMR) and Incidence Rates for the three (3) most recent years:

	Year 2018	Year 2019	Year 2020
1. Compensation Experience Modification Rate:	.67	.65	.93
2. Incidence Rate:			
(a) Number of hours employees worked in the year.	142,498	121,855	108,532
(b) Number of cases defined as recordable, from the OSHA Form 300 Log.	1	1	0
(c) Total Recordable Incidence Rate =	1.4	1.6	0

(b) x (200,000 hours)
Hours Worked (a)

The Bidder understands that McCarthy reserves the right to reject any or all Bid Proposals and to waive any informalities or irregularities therein.

SELECT AS APPROPRIATE

☐ The Bidder has completed the Prequalification Form together with all other required data for McCarthy's' Contractor Default Insurance Program; OR

☐ The Bidder has not completed the Prequalification Form together with all other required data for McCarthy's' Contractor Default Insurance Program because the Bidder has provided the Form and all such information to McCarthy in the past 12 months for the following project:

Completed online 3/30/21 Project, which bid on: _____.

RESPONSIVE BID REQUIREMENTS:

DO NOT ENCLOSE YOUR STANDARD TERMS AND CONDITIONS

If any exceptions are taken to the requirements of this Proposal form, attach a separate sheet listing those exceptions, stating the sections and paragraphs and the specific exception.	(initials)
In submitting this proposal, the Bidder certifies that this bid is valid for 150 calendar days.	(initials)
In submitting this Proposal as described herein, we agree to complete the work in accordance with the included Preliminary Construction Sequence.	(initials)
In submitting this Proposal, the Bidder certifies that all cost for extended warranties to start on the date of Substantial Completion is included.	(initials)
In submitting this proposal as described herein, we confirm that we have received, reviewed and agree to all commercial terms stated in the McCarthy Subcontract and Purchase Order Agreement. Any exception taken to the commercial terms stated in these Agreements must be listed on a separate sheet noting the article or paragraph and the specific exception. ***Bidders attached Standard Terms and Conditions will not be acknowledged or accepted as part of any given bid.***	(initials)
In submitting this proposal as described herein, the Bidder certifies that this bid is coordinated based on a complete set of documents and that there will be no claims for change order based on the assertion that the Bidder did not have a complete set of Bidding Documents.	(initials)
In submitting this proposal, the Bidder certifies that they have included all spare parts, training, O & M Manuals, shop drawings and administration costs as associated to comply with the requirements of the specifications and as listed for their scope of work.	(initials)
A bid will be considered non-responsive if the Subcontractor Pre-Qualification Form is not completed as part of the Bid Form **(or on file at McCarthy office)**.	(initials)
The Bidder, by submitting their bid, represents that they have read and understand the scope requirements of the Bidding Documents.	(initials)
The Bidder certifies that any proposed materials in this scope of work meet or exceeds the requirements stated in the specifications unless noted otherwise within this proposal.	(initials)

The bidder certifies that the price listed in this bid is a firm Price through the final delivery of the materials proposed herein, and that no material escalation will be accepted as part of this proposal.	SK (initials)

Within fifteen (10) days after receipt by the Bidder from McCarthy of the Subcontract or Purchase Order, the Bidder will execute and return to McCarthy said Subcontract or Purchase Order and if notified from McCarthy that Bidder is not to be enrolled in McCarthy's Contractor Default Insurance Program, deliver to McCarthy Performance and Labor and Material Payment Bonds for the Subcontract or a Supply Contract Bond for the Purchase Order, or the difference between the amount of the bid and such larger amount for which McCarthy may subcontract with another party to perform the work covered by said bid, together with all court costs, all attorney fees and all other expense of recovery, all of which shall not exceed the Bid Security attached in the amount of 15% of the bid, will become the property of McCarthy. The bonds shall name McCarthy as Obligee.

If an Individual:

Authorized Signature: _____

Name (print): _____

Email: _____

Business Address: _____

_____

If a Partnership:

Authorized Signature: _____

Name (print): _____

Email: _____

Authorized Signature: _____

Name (print): _____

Email: _____

Business Address: _____

_____

If a Corporation:

Authorized Signature: Steve Kraemer

Name (print): Steve Kraemer

Email: Steve.Kraemer@Barrett-Homes.com

Title: Project Manager

Business Address: PO Box 27310

Phoenix, AZ 85061

Telephone 602-269-2348

Contractor License Number: 069958

General Liability Insurance Carrier (not the agent): Selective Insurance

*Please attach a sample certificate of insurance and current W9 form to your bid.

Barrett-Homes Contractors
P.O. Box 27310
Phoenix, AZ 85061-7310
Phone: 602-269-2348
Fax: 602-269-0844

Serving Arizona Since 1950

Licenses
ROC070687
ROC069958
ROC069959
ROC072334

"Bid Proposal"

Date:	**4/5/2021**
Company:	**McCarthy Construction**
Attention:	**Estimating**
Job Name:	**Chandler WRF Improvements**
From:	Steve Kraemer
Plans Dated:	**3/2021**
Addendum Seen:	**0**
Delta #:	**0**
Section/Work Scope:	Acoustical Ceilings

Base Bid: **$5,528.00**

Base Bid Qualifications:

- Furnish and install Armstrong 15/16 steel white grid with 2x4 # 815 Fissured tegular tile as ACT-1 shown on A-1.83.
- Includes installation per local code for seismic design category B as listed in the structural notes.
- Project designated as new construction with a signed 5005 form exempting the subcontractor from the TPT tax.

2 each 12-gauge slack wires at lights are included for 2x4' recessed lights only. These wires are to be tied to the lights by others.

*This bid is good for 30 days.
BHC Bid #:233

BHC Standard Exclusions: Seismic bracing for Zones C, D or E, Lateral Bracing, 45-degree splay wires, Compression Posts, Perimeter Wires, Sales Tax, Payment/Performance Bond & Permits.

Project Specific Exclusions: Insulation to be by others. Any and all wall treatments.

The above is based upon the utilization of a mutually agreeable contract

Chandler WRF Improvements Project
GMP 2 Work Category Solicited Subcontractors Summary
Work Category: **09E - Painting and Coatings**

Subcontractor/Supplier Name	***Status***
Penington Painting Company	*Recommended*
Revolution Industrial	*Proposed*
AIMS	*Proposed*
Murphy Industrial Coating	*Declined*
PPS	*Declined*
A-O Painting	*Declined*

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: 09E - Paintings and Coatings

GMP Date: 5/4/2021 Rev 6/21/2021

Recommended

	COMPANY INFORMATION	PPC	Revolution Industrial	AIMS	Murphy Industrial Coating	PPS
		Craig Paris	Don Smith	Tim Wilcox	Gilles Bussieres	Tony Bodzioney
		480-588-7751	480-347-5065	480-486-9365	480-981-0185	480-825-2413
		craigp@teamppc.com	dsmith@revolutionindustrial.com	twilcox@aimscompanies.com	gilles@murphy.ac	tbodz@ppsphx.com
	TOTAL WORK CATEGORY PACKAGE VALUE	**$347,253**	**$420,473**	**$858,178**	**Declined**	**Declined**
	MCCARTHY SUBCONTRACT & FRONT END TERMS					
1	Compliant with McCarthy Front Ends	Yes	Yes	Yes		
2	Bid Submitted on McCarthy Bid Form	Yes	Yes	Yes		
3	Bid Bond Included with Bid (if over $250k Sub/$500k Supplier)	Yes	Yes	Yes		
4	Current Bank Reference Letter that shows Subcontractor or Vendor is in good standing.	Yes	Yes	No		
5	Surety Company	North American	Old Republic	Argonaut		
6	Surety AM Best Rating (Must be A- or Better)	A+	A+	A-		
7	AM Best Financial Size X($500M to $750M) or higher	Yes	Yes	Yes		
8	Anticipated contract amount is less than the Federal UW Limit as listed on the Treasury Listing	Yes	Yes	Yes		
9	Bond/CDI Cost	2.000%	1.440%	2.000%		
10	Included Insurance Requirements (Per Matrix)	Yes	Yes	Yes		
11	GL Insurance Company Name	First Liberty	StarNet	Amerisure		
12	GL Insurance Carrier AM Best Rating (Must be A- or Better)	A	A+	A		
13	PRL Insurance (If required by the Front Ends)	No	No	No		
14	Pollution Insurance (If required by the Front Ends)	Yes	Yes	Yes		
15	Tier 1 Approved	Approved	Submitted	Draft		
16	Tier 2 Approved	N/A	N/A	N/A		
17	Safety Items:	Yes	Yes	Yes		
18	OSHA Recordable Incident Rate (Current)	0.61	0.00	.45		
19	Agrees to comply with PPE requirements including 100% glove policy	Yes	Yes	Yes		
20	Acknowledges updated ladder policy (platform ladders)	Yes	Yes	Yes		
21	Task Hazard Analysis included for all tasks	Yes	Yes	Yes		
22	Tie-off above 6' required	Yes	Yes	Yes		
23	Includes Hoisting for Sub's Own Work Scope	Yes	Yes	No		
24	Acknowledges Soils Report	N/A	N/A	N/A		
25	Acknowledges Addenda	Yes	Yes	Yes		
26	Hold Bid for 150 Days	Yes	Yes	Yes		
27	Pricing good for the duration of the project	Yes	Yes	Yes		
28	Sales Tax Included	N/A	N/A	N/A		
29	**COVID-19 Market Questions**					
30	How has your work program been impacted by the COVID-19 situation? % of work stopped or delayed by more than 2 weeks?	No	No	0%		
31	Have you had any future work opportunities canceled or delayed? What % of your future sales are projected to be impacted by COVID-19?	No	No	0%		
32	Are you suffering productivity loss that is impacting the ability to complete work on time?	No	No	No		
33	Have you had any difficulty with employees not wanting to come to work because of the risk of infection?	No	No	No		
34	Have you experienced any unusual voluntary turnover as a result of COVID-19?	No	No	No		
35	Have you had to furlough or make a reduction in staff or go to a reduced workweek as a result of COVID-19 market conditions?	No	No	No		
36	Have you experienced and/or do you anticipate any issues with existing suppliers or vendors?	Yes - there is a national epoxy raw supply shortage	No	No		
37	Do you have any overseas suppliers that may be impeding your supply chain?	Yes - see above	No	No		

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **09E - Paintings and Coatings**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	PPC	Revolution Industrial	AIMS	Murphy Industrial Coating	PPS
		Craig Paris	Don Smith	Tim Wilcox	Gilles Bussieres	Tony Bodzioney
		480-588-7751	480-347-5065	480-486-9365	480-981-0185	480-825-2413
		craigp@teamppc.com	dsmith@revolutionindustrial.com	twilcox@aimscompanies.com	gilles@murphy.ac	tbodz@ppsphx.com
	TOTAL WORK CATEGORY PACKAGE VALUE	**$347,253**	**$420,473**	**$858,178**	**Declined**	**Declined**
38						
39	Per Plans & Specifications	Yes	Yes	Yes		
40	Division 1 as it relates to this scope of work	Yes	Yes	Yes		
41	Spec Section 09900	Yes	Yes	Yes		
42	Spec Section 09900.1	Yes	Yes	Yes		
43	Spec Section 09920	By WC 02B	By WC 02B	By WC 02B		
44	Spec Section 09921	Yes	Yes	Yes		
Scope of Work						
Base Bid:		$265,552	$400,287	$786,821		
45	Provide all labor, materials, tools, equipment and appurtenances as required to perform the Work Category 09E - Painting and Coatings in accordance with and reasonably inferable from the Contract Documents, complete and without exception unless otherwise noted below, including, but not limited to the following:	Yes	Yes	Yes		
46	Check to Spec completed and submitted to McCarthy	N/A	N/A	N/A		
47	1 year warranty from Final Acceptance (Aug 2023)	Yes	Yes	Yes		
48	Surface Preparation and Coatings as required in 09900.	Yes	Yes	Yes		
49	Areas to be Coated but are not limited to:	Yes	Yes	Yes		
50	All exposed process mechanical piping (Excluding SS, Bronze and High Temp Pipe)	Yes	Yes	Yes		
51	Exterior/Interior Doors and Frames	Yes	Yes	Yes		
52	Exposed CMU- Interior (AWRF- Blower Building CMU patches)	Yes	Yes	Yes- only some		
53	Exposed Structural Steel	Yes	Yes	Yes		
54	AWRF- Maintenance Bldg. Steel/Bridge Crane beams	Yes	Yes	Yes		
55	AWRF- Filters Monorail Steel	Yes	Yes	No		
56	AWRF- Touchup at Filters existing Canopy	Yes	Yes	No		
57	AWRF/OWRF- Pipe Supports	$12,960	Yes	Yes		
58	OWRF- Filter Canopy and Monorail	Yes	Yes	No		
59	Sprinkler Fire Pipe , including Primer	$20,770	$24,345	$19,500		
60	RAS WAS floor prep and coatings during 2 month shut down	Yes	Yes	Yes		
61	Architectural finishes at AWRF- Maintenance Bldg.	Yes	Yes	Yes		
62	Electrical Conduit	Yes	No	Yes		
63	HVAC ductwork	Yes	No	Yes		
64	Bollards	Yes	Yes	Yes		
65	Clarifier 1 & 2 Walkway Beams	Yes	Yes	Yes		
66	Multiple Mobilizations	Yes	Yes	3 Only		
67	AWRF- Maintenance Bldg. Under Deck Coating	N/A	-$45,158	N/A		
68	Concrete Surface Prep where coating are to be applied	Yes	Yes	Yes- Standard only		
69	Temp protection and enclosure of work area	Yes	Yes	Yes		
70	Cleaning and Prep prior to coating	Yes	Yes	Some		
71	Tlock repair at Manhole tie in	$2,373	$2,373	$2,373		
72	Vapor Barrier for RAS WAS floor	$6,132	No	No		
73	Inspections of all items primed by others	Yes	No	Yes		

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **09E - Paintings and Coatings**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	PPC	Revolution Industrial	AIMS	Murphy Industrial Coating	PPS
		Craig Paris	Don Smith	Tim Wilcox	Gilles Bussieres	Tony Bodzioney
		480-588-7751	480-347-5065	480-486-9365	480-981-0185	480-825-2413
		craigp@teamppc.com	dsmith@revolutionindustrial.com	twilcox@aimscompanies.com	gilles@murphy.ac	tbodz@ppsphx.com
	TOTAL WORK CATEGORY PACKAGE VALUE	**$347,253**	**$420,473**	**$858,178**	**Declined**	**Declined**
74	Provide floor protection and cleanup required for this scope of work	Yes	Yes	Yes		
75	Mock ups as a part of work	Yes	Yes	Yes		
76	Pipe Identification Markers	Yes	Yes	No		
77	Manholes per Spec 09920	By WC 02B	By WC 02B	By WC 02B		
78	Independent 3rd Party NACE Inspections	$7,125	$7,125	$7,125		
79	Touch up prior to Final turn over	Yes	Yes	No		
80	After hours work	$10,532	$10,532	$10,532		
81	Repair of Shop Coatings done by T&M	Yes	No	No		
82	Additional surface preparation	$15,000	$15,000	$15,000		
83	Coating Manufacture	Tnemec and PPG	?	Tnemec		
84	COVID-19 Scope Items					
85	Proposal includes CDC, Federal, State and Local OSHA guidelines for COVID-19.	Yes	Yes	Yes		
86	Your proposal shall include all productivity, schedule, and other impacts to cost and schedule.	Yes	Yes	Yes		
87	All personnel onsite must maintain 6'0" spacing between personnel and shall have facemasks on at all times that align with CDC, Federal, State or Local OSHA guidelines for COVID-19.	Yes	Yes	Yes		
88	Work activities that require personnel to be closer than 6'0" must have a plan presented and approved by McCarthy before work activity commences. Work activities within 6'0" shall also include the appropriate masks and PPE while performing the work.	Yes	Yes	Yes		
89	All tools and equipment used must be sanitized each day.	Yes	Yes	Yes		
90	Personnel must comply with all hand washing and sanitizing requirements set by McCarthy.	Yes	Yes	Yes		
91	Subcontractors with onsite trailers must sanitize trailer interior high contact areas and restroom facilities daily. Subcontractors must have a plan approved by McCarthy to maintain 6' social distancing within the trailer as required by the AHJ.	Yes	Yes	Yes		
92	Personnel are not allowed to carpool to the site or while onsite.	Yes	Yes	Yes		
93	Any personnel reporting symptoms must be immediately reported to McCarthy and follow the appropriate testing and quarantine protocols.	Yes	Yes	Yes		
94						
95	Alternate Price: Blasting/Repriming all pre-primed units (Not included in total above)	$300,000	$300,000	$300,000		
96	Alternate Price: Slope RAS/WAS prior to coatings (Not in Total)	$19,414	$19,414	$19,414		
97	End of Scope					
98	Bond/CDI Cost	$6,809	$5,969	$16,827		
	TOTAL WORK CATEGORY PACKAGE VALUE	**$347,253**	**$420,473**	**$858,178**		

Penington Painting Company

SOUTHWEST REGION
6313 West Commonwealth Place
Chandler, Arizona 85226

NORTHWEST REGION
22757 72nd Ave. South E-100
Kent, WA 98032

TOLL FREE: 844-209-5149
FAX: 844-209-5150
teamppc.com

PROPOSAL (R1)

To:	MCCARTH□ BUILDING COMPANIES	Date:	April 21, 2021
Attention:	Nicole Azuri	Office:	Industrial
Address:	6225 N. 24th Street Phoenix, AZ 85016		

JOB NAME	JOB ADDRESS
City of Chandler WRF No. W1901.201	Multiple Locations, Chandler, AZ

PROPOSAL SUMMARY	AMOUNT
09900 Painting:	265,552

Base Bid Amount	265,552
Alternates	
Add Alt. No. 1: Filter Disc in Basin 7	4,082
Add Alt. No. 2: Clarifier 3 Non-Submerged Steel	4,346
Add Alt. No. 3: Sludge Holding Tanks and Blower Bldg. No. 2	41,595
Add Alt. No. 4: Removal/Replacement of Diffusers in 2 Aeration Basins	0
Add Alt. No. 5: Sloping of RAS floor to drain prior to 09921 Resinous Flooring	19,414
Add Alt. No. 6: Coating large air blower and OWRF Aerations basin pipe supports	12,960
Add Alt. No. 7: Prime and paint fire suppression piping at Maintenance Building	20,770
Add Alt. No. 8: Prime and paint fire suppression piping at Sludge Holding Blower Building	5,027
Total □□□□□□	**$373,746**

Thank you for your interest in ***Penington Painting Company*** for your painting □ coating needs. We are pleased to present the following bid for ***City of Chandler WRF No. W1901.201,*** based on plans and specifications dated ***March 2021,*** and subject to the following inclusions, exclusions and qualifications:

INCLUSIONS

1 Interior/exterior painting per plans and specs
2 Painting and labeling of all piping (blasting and priming of above ground piping by others)
3 Intermediate and topcoats of all new steel (Blasting and priming by others)
4 Architectural painting
5 09921 Resinous Flooring

EXCLUSIONS

1 Blasting and painting of all Clarifier submerged materials per □□A #32
2 Intermediate and topcoats of PEMB steel structure, all to be shop primed per □□A #73
3 Specification 09920 in its entirety
4 Touch-up of trade damage

QUALIFICATIONS

1 This proposal is valid for 150 days from the above date
2 Payments for completed work shall conform to all Arizona Prompt Payment Statues

Please contact me directly with any questions or further clarification you may need. Thank you again and we look forward to the possibility of becoming a member of your team and part of the successful completion of the City of Chandler WRF No. W1901.201 project.

Sincerely,

Craig Paris

□ice President Craigp@TeamPPC.com

6313 W. Commonwealth Place, Chandler, AZ 85226□Main: 480-588-7751□www.TeamPPC.com□ROC202733

Leading our industry SINCE 2004

Chandler WRF Improvements Project

GMP 2 Work Category Solicited Subcontractors Summary

Work Category: **10A Identification Devices & Misc. Specialties**

Subcontractor/Supplier Name	***Status***
Mobile Fire Extinguishers Inc.	*Proposed*
Norcon Industries Inc.	*Proposed*
Beach Products	*Proposed*
Ind. Corrosion Products	*Proposed*
Fastsigns Goodyear	*Proposed*
PCI	*Proposed*
Sunset Acoustics	*Proposed*
AIS Industrial Supply	*Proposed*
Arizona Warehouse Equipment	*Proposed*
Bird Barrier	*Proposed*
Freedom Showers	*Proposed*
IAC Acoustics Inc	*Proposed*
MH Storage	*Proposed*
Grainger	*Proposed*
McMaster Carr	*Proposed*
Eckel Sound Wall Panels	*Proposed*
Partitions and Accessories	*Declined*
Busy Blinds LLC	*Declined*
Interstate Interior Systems Inc	*Declined*
Mountain State Specialities	*Declined*
Penco Products	*Declined*
Trademark Visual	*Declined*
Dave Scott & Associates	*Declined*
Inter-Co Inc.	*Declined*
Sierra Sign & Service Inc.	*Declined*

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: 10A - Identification Devices & Misc. Specialities

GMP Date: 5/4/2021 Rev 6/21/2021

Recommended

	COMPANY INFORMATION	Misc. Vendors				
	TOTAL WORK CATEGORY PACKAGE VALUE	**$99,901**	**$0**	**$0**	**$0**	**$0**
	MCCARTHY SUBCONTRACT & FRONT END TERMS					
1	Compliant with McCarthy Front Ends	Yes				
2	Bid Submitted on McCarthy Bid Form	No				
3	Bid Bond Included with Bid (if over $250k Sub/$500k Supplier)	N/A				
4	Current Bank Reference Letter that shows Subcontractor or Vendor is in good standing.	N/A				
5	Surety Company	N/A				
6	Surety AM Best Rating (Must be A- or Better)	N/A				
7	AM Best Financial Size X($500M to $750M) or higher	N/A				
8	Anticipated contract amount is less than the Federal UW Limit as listed on the Treasury Listing	N/A				
9	Bond/CDI Cost	1.295%				
10	Included Insurance Requirements (Per Matrix)	N/A				
11	GL Insurance Company Name	N/A				
12	GL Insurance Carrier AM Best Rating (Must be A- or Better)	N/A				
13	PRL Insurance (If required by the Front Ends)	N/A				
14	Pollution Insurance (If required by the Front Ends)	N/A				
15	Tier 1 Approved	N/A				
16	Tier 2 Approved	N/A				
17	Safety Items:	Yes				
18	OSHA Recordable Incident Rate (Current)	N/A				
19	Agrees to comply with PPE requirements including 100% glove policy	Yes				
20	Acknowledges updated ladder policy (platform ladders)	Yes				
21	Task Hazard Analysis included for all tasks	Yes				
22	Tie-off above 6' required	Yes				
23	Includes Hoisting for Sub's Own Work Scope	Yes				
24	Acknowledges Soils Report	Yes				
25	Acknowledges Addenda	Yes				
26	Hold Bid for 150 Days	Yes				
27	Pricing good for the duration of the project	Yes				
28	Sales Tax Included	Yes				
29	**COVID-19 Market Questions**					
30	How has your workprogram been impacted by the COVID-19 situation? % of work stopped or delayed by more than 2 weeks?	No				
31	Have you had any future work oppurtunities canceled or delayed? What % of your future sales are projected to be impacted by COVID-19?	No				
32	Are you suffering productivity loss that is impacting the ability to complete work on time?	No				
33	Have you had any difficulty with employees not wanting to come to work because of the risk of infection?	No				
34	Have you experienced any unusual voluntary turnover as a result of COVID-19?	No				
35	Have you had to furlough or make a reduction in staff or go to a reduced workweek as a result of COVID-19 market conditions?	No				
36	Have you experienced and/or do you anticipate any issues with existing suppliers or vendors?	No				
37	Do you have any overseas suppliers that may be impeding your supply chain?	No				
38						

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: 10A - Identification Devices & Misc. Specialities

GMP Date: 5/4/2021 Rev 6/21/2021

Recommended

	COMPANY INFORMATION	**Misc. Vendors**				
	TOTAL WORK CATEGORY PACKAGE VALUE	**$99,901**	**$0**	**$0**	**$0**	**$0**
39	Per Plans & Specifications	Yes				
40	Division 1 as it relates to this scope of work	Yes				
41	10400 - Equipment Identification Plates	Yes				
42	10425 - Signs	Yes				
43	10511 - Metal Lockers	Yes				
44	10523 - Fire Protection Specialties	Yes				
45	10670 - Metal Storage Shelving	Yes				
46	10800 - Toilet, Bath and Laundry Accessories	Yes				
44	10825 - Plastic Dust Curtains	Yes				
45	11301 - Residential Appliances	Yes				
46	12492 - Horizontal Louver Blinds	Yes				
Scope of Work						
Base Bid:		$81,964				
48	Provide all labor, materials, tools, equipment and appurtenances as required to perform the Work Category 10A - Identification Devices & Misc. Specialities, in accordance with and reasonably inferable from the Contract Documents, complete and without exception unless otherwise noted below, including, but not limited to the following:	Yes				
49	Check to Spec completed and submitted to McCarthy	Yes				
50	1 year warranty from Final Acceptance (Aug 2023)	Yes				
51	**Ocotillo WRF Site**					
52	50 Warning type signs per Section 10400 - Ocotillo and Airport combined	Yes				
53	**Airport WRF Maintenance Building**					
54	Signs per specs	Yes				
55	Eagle Eye bird control device with four propeller bird deterent locations	Yes				
56	Fire-Extinguishers - Qty 3	Yes				
57	Storage Room 114 - Storage Racks 4'x8'x10' - Qty 17	Yes				
58	Storage Room 114 - Storage Racks 4'x6'x10' - Qty 4	Yes				
59	Dust Curtain 12'x12' between Workshop area and Storage room 114	Yes				
60	PPE Cabinets as shown on drawing A-1.82 in Workshop Area 112 on East Wall	Yes				
61	Metal Lockers in Rooms 107 & 109 per plans and specs	By Owner				
62	Locker Room 107 & 109 Benches	By Owner				
63	Mens Restroom Bathroom Accessories including Lavatory Mirror, Paper tower dispenser, Water closet grab bars, shower grab bars & Toilet paper dispenser, soap dispenser, seat cover dispenser	Yes				
64	Womens Restroom Bathroom Accessories including Lavatory Mirror, Paper tower dispenser, Water closet grab bars, shower grab bars & Toilet paper dispenser, soap dispenser, seat cover dispenser	Yes				
64	Shower Stall Insert Kits - Shower Plumbing items by others	Yes				
65	Kitchen Appliances per section 11301 in Room 102 including Refrigerator, Ice Maker and Microwave	By Owner				
65	Storage Racks in Room M02 - 1'x3'x6' - Qty 21	Yes				
66	Chain Link Ceiling Grid Tool Room	Yes				
66	Horizontal Slat style Louver Blinds for Windows W01 through W06	Yes				
66	115 V Cord Reel Drops	Yes				

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **10A - Identification Devices & Misc. Specialities**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	Misc. Vendors				
	TOTAL WORK CATEGORY PACKAGE VALUE	**$99,901**	**$0**	**$0**	**$0**	**$0**
67	Splash Blocks	Yes				
67	Shipping shall be FOB jobsite	Yes				
67	Unloading & storage	Yes				
68	Escalation	$12,295				
68	Preventative maintenance & Final Clean	$4,365				
68	Spare Parts per the Specifications	Yes				
69	COVID-19 Scope Items					
69	Proposal includes CDC, Federal, State and Local OSHA guidelines for COVID-19.	Yes				
69	Your proposal shall include all productivity, schedule, and other impacts to cost and schedule.	Yes				
70	All personnel onsite must maintain 6'0" spacing between personel and shall have facemasks on at all times that align with CDC, Federal, State or Local OSHA guidelines for COVID-19.	Yes				
71	Work activities that require personnel to be closer than 6'0" must have a plan presented and approved by McCarthy before work activity commences. Work activities within 6'0" shall also include the appropriate masks and PPE while performing the work.	Yes				
72	All tools and equipment used must be sanitzed each day.	Yes				
73	Personnel must comply with all hand washing and sanitizing requirements set by McCarthy.	Yes				
74	Subcontractors with onsite trailers must sanitize trailer interior high contact areas and restroom facilities daily. Subcontractors must have a plan approved by McCarthy to maintain 6' social distancing within the trailer as required by the AHJ.	Yes				
75	Personnel are not allowed to carpool to the site or while onsite.	Yes				
76	Any personnel reporting symptoms must be immediately reported to McCarthy and follow the apropriate testing and quarantine protocols.	Yes				
77						
78	End of Scope					
79	Bond/CDI Cost	$1,277				
	TOTAL WORK CATEGORY PACKAGE VALUE	**$99,901**				

10A Specialties								
Item Description	Takeoff Qty	Unit	Labor Total $	Material Total $	Equip Total $	Sub Total $	Total $	Sub/Vendor
Shower Insert Kit	1	Ea.	$ 873	$ 3,500			**$ 4,373**	FreedomShowers.com
Mirror	1	Ea.	$ 109			$ 2,775	**$ 2,884**	Beach Products
Soap Dispenser	1	Ea.	$ 55				**$ 55**	Beach Products
Toilet Paper Dispenser	1	Ea.	$ 55				**$ 55**	Beach Products
Paper Towel Dispenser	1	Ea.	$ 55				**$ 55**	Beach Products
Grab Bars - WC	3	Ea.	$ 55				**$ 55**	Beach Products
Shower Insert Kit	1	Ea.	$ 873	$ 3,500			**$ 4,373**	FreedomShowers.com
Mirror	1	Ea.	$ 109				**$ 109**	Beach Products
Soap Dispenser	1	Ea.	$ 55				**$ 55**	Beach Products
Toilet Paper Dispenser	1	Ea.	$ 55				**$ 55**	Beach Products
Paper Towel Dispenser	1	Ea.	$ 55				**$ 55**	Beach Products
Grab Bars - WC	3	Ea.	$ 109				**$ 109**	Beach Products
Bench	1	Ea.	$ -	$ -			**$ -**	Owner F&I
Lockers	10	Ea.	$ -	$ -			**$ -**	Owner F&I
Bench	1	Ea.	$ -	$ -			**$ -**	Owner F&I
Lockers	10	Ea.	$ -	$ -			**$ -**	Owner F&I
Microwave	1	Ea.	$ -	$ -			**$ -**	Owner F&I
Icemaker	1	Ea.	$ -	$ -			**$ -**	Owner F&I
Refrigerator	1	Ea.	$ -	$ -			**$ -**	Owner F&I
Louver type Window Blinds	6	Ea.	$ 55			$ 1,092	**$ 1,147**	Floorever Interiors
1'x3'x'6' Storage Racks	23	Ea.	$ 218			$ 14,360	**$ 14,578**	Arizona Warehouse Equipment
Chain Link Ceiling Grid	140	Ea.	$ 873	$ 3,704			**$ 4,577**	McMaster Carr
PPE Cabinets	6	Ea.	$ 328				**$ 328**	Arizona Warehouse Equipment
2A-20BC Fire Extinguishers	2	Ea.	$ 109	$ 214			**$ 323**	Mobile Fire Extinguishers
115 Volt Cord Reel Drops	2	Ea.	$ 109	$ 1,090			**$ 1,200**	Grainger
Dust Curtain - 12'x12'	1	Ea.	$ 655	$ 1,540			**$ 2,195**	Industrial Corrosion Products
2A-20BC Fire Extinguisher	1	Ea.	$ 109	$ 107			**$ 216**	Mobile Fire Extinguishers
4'x8'x10' Storage Racks	17	Ea.	$ 2,184	$ 14,234			**$ 16,418**	Material Handling and Storage Inc.
4'x6'x10' Storage Racks	4	Ea.	$ 873				**$ 873**	
Eagle Eye Bird Devices	2	Ea.	$ 437	$ 876			**$ 1,312**	Eagle Eye
Eagle Pro-Peller Bird scare devices	4	Ea.	$ 437	$ -			**$ 437**	Eagle Eye
Splash Blocks	4	Ea.	$ 218	$ 200			**$ 418**	Lowes/Home Depot
Room and Exit Signs	17	Ea.	$ 873	$ 4,786			**$ 5,659**	Good Year/Grainger
Both OWRF & AWRF Site and Entrance	59	Ea.	$ 6,551	$ 13,500			**$ 20,051**	Good Year/Grainger
TOTAL	**329**		**$ 16,486**	**$ 47,251**			**$ 81,964**	

Freedom ADA Roll-In Shower 62" x 32"



Model APF6232BF5PLR

62 7/16" x 32 1/4" x 79"

5-piece for remodeling

1" barrier free threshold with pre-leveled and reinforced shower base for easy installation

1 molded soap/foot ledge

Durable, luxurious and easy to clean applied acrylic with tile pattern

Fully reinforced backing in walls offers strength and easy installation of accessories

Accessories available: Grab bars, folding shower seat, collapsible water retainer, weighted shower curtain and rod, slide bar with handheld shower, pressure balance valve, caulkless drain

Shower shown with available accessories
Shower stall comes standard in white
Made in America

Right drain shown
Lifetime Limited Warranty

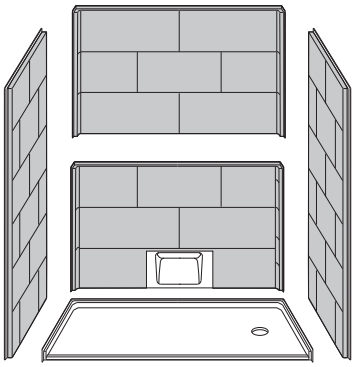
Shower is ADA compliant when installed with available ADAAG accessories.

FREEDOM SHOWERS

MODEL: APF6232BF5PLR
Freedom ADA Roll-In Shower
Submittal Data

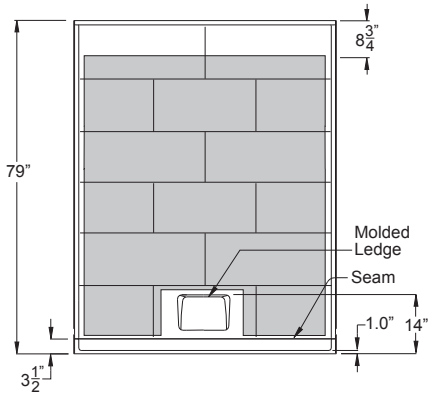
Product Features

- 62 7/16" x 32 1/4" x 79"
- Interior Dimension: 60 1/16" x 74"
- 5-piece for remodeling
- 1" Barrier free threshold with pre-leveled and reinforced shower base for easy installation
- 1 Molded soap/foot ledge
- Fully reinforced backing on walls
- Durable, luxurious and easy to clean applied acrylic with tile pattern
- Textured slip-resistant floor
- Left or right drain location



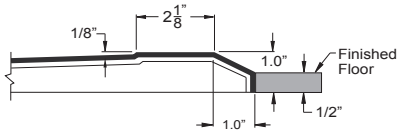
Code Compliance

- ADA
- IPC International Plumbing Code
- UPC Uniform Plumbing Code
- ANSI Z124.2 Standards for Plastic Showers
- NAHB
- HUD
- FHA
- CSA

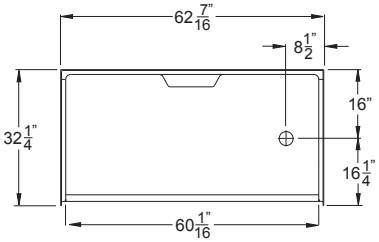


Optional Accessories (Installed at job site)

- Collapsible Water Retainer
- Folding Shower Seat
- Caulkless Drain
- Grab Bars
- Shower Rod and Curtain
- Pressure Balance Valve with hand-held Shower and Slide Bar



THRESHOLD VIEW

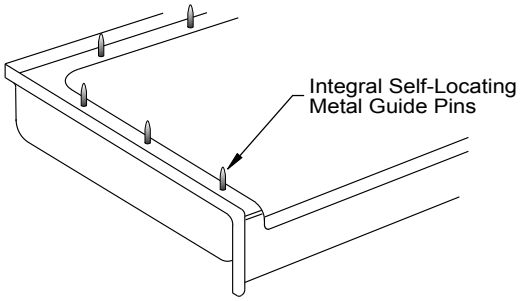


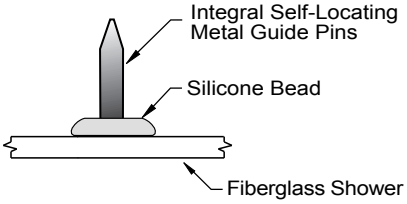
Made in America

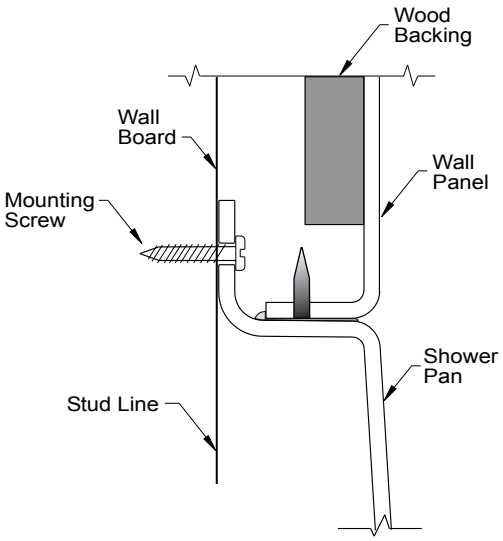
Due to the nature of the materials, dimensions may vary +- 1/2".

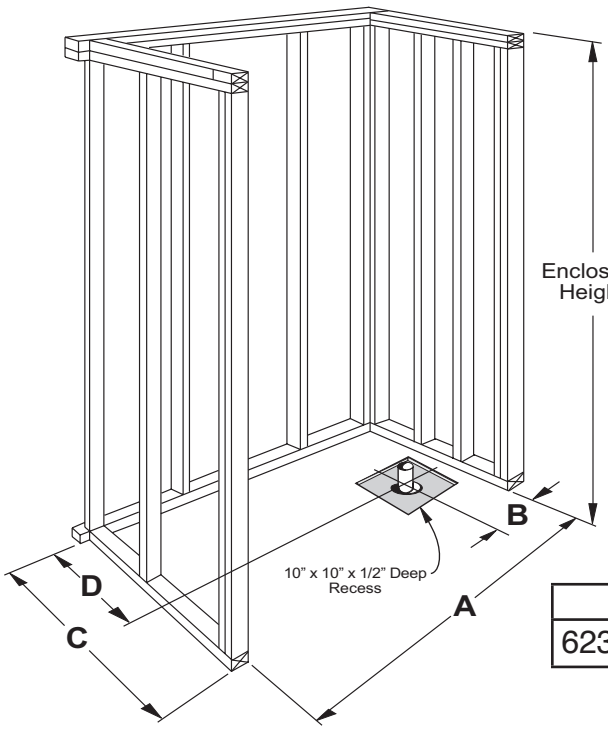
FREEDOM SHOWERS

MODEL: APF6232BF5PLR
Freedom ADA Roll-In Shower
Submittal Data - Installation









	A	B	C	D
6232 5P	62 11/16"	8 9/16"	32 1/4"	16"

Made in America

Due to the nature of the materials, dimensions may vary +- 1/2".

P.O. Box 14468 Phoenix, AZ 85063
Phone (602) 272-6754 • Fax (602) 272-6797
www.beachproductsonline.com

QUOTATION

PROJECT: **CHANDLER WRF**

DATE: 04/07/2021
REF NO. 020054.PB

STANDARD EXCLUSIONS:
Taxes, Bond, Backing, Caulking & Cut-Outs.

ACKNOWLEDGE 4 ADDENDUM

SCOPE OF WORK:

RESTROOM ACCESSORIES

BRADLEY

(2) 812-001 18	GRAB BAR		
(4) 812-001 24	GRAB BAR		
(2) 812-001 36	GRAB BAR		
(2) 812-001 42	GRAB BAR		
(2) 812-001 48	GRAB BAR		
(2) 5263	TOILET PAPER DISP.		
(2) 781 1836	FRAMED MIRROR		
(2) 250-15	TOWEL DISP. (NO WASTE)	**FURNISHED & INSTALLED....**	**$1,010.00**
		ADD TAX....	**$35.51**
		ADD TO INCLUDE (2) RECESSED TOWEL/WASTE IN LIEU OF 250-15 (MODEL 235)....	**$1,630.00**
		ADD TAX....	**$42.39**
		ADD TO INCLUDE (2) SEAT COVER DISPENSERS, MODEL 5831....	**$90.00**
		ADD TAX....	**$1.88**
		ADD TO INCLUDE (1) NAPKIN DISPOSAL, MODEL 4781-11....	**$45.00**
		ADD TAX....	**$1.70**

LOCKERS

PENCO PRODUCTS (STANDARD COLORS)

(10) FRAMES, 12X18X72, DOUBLE TIER, SLOPE HOODS, 4" ZEE BASE, FINISHED ENDS

(2) 42X20 BENCHES WITH PEDESTALS	**FURNISHED & INSTALLED....**	**$5,570.00**
**EXCLUDES BUILT-IN LOCK BOXES	**ADD TAX....**	**$296.27**

FIRE PROTECTION ACCESSORIES

J.L. INDUSTRIES

(3) COS 5E	FIRE EXTINGUISHERS W/ TAGS, RATED 3A-40BC W/ J-HOOKS		
		FURNISHED & INSTALLED....	**$250.00**
		ADD TAX....	**$10.32**

Payment to be made as follows: **NET 30 W/ APPROVED CREDIT**

Note: This proposal may be withdrawn by us if not accepted by: **05/07/2021**

S:\Estimating\Correspondence\Quotes\020054.PB.xls

Authorized Signature *Paul Berry*

Arizona Warehouse Equip.

4570 N Oraibi Pl.
Tucson, AZ 85749

Estimate

Date	Estimate #
4/19/2021	5600

Name / Address
McCarthy Building Companies Craig Nagel 7930 Sante Fe Dr #200 Overland Park KS 66204

Terms	Project

Description	Qty	Rate	Total
New shelving for Mezzanine area (30) beaded front posts (14) Back Angle Posts (16) T posts (30) side sway braces (19 Back sways Braces (117) Extra Heavy Duty Shelves 12x36 (60) foot plates	1	4,200.00	4,200.00T
Installation and assembly for shelving	1	1,280.00	1,280.00
Freight for shelving FOB Apapka FL	1	1,100.00	1,100.00
Dura Tough All-Welded Heavy Duty Combination Cabinet Classic 4 shelves	6	975.00	5,850.00T
Freight FOB Memphis TN	1	1,950.00	1,950.00
Quote is valid for 30 days. Expires 5-20-2021	1	0.00	0.00

Price is valid for 30 days

Subtotal	$14,380.00
Sales Tax (6.1%)	$613.05
Total	$14,993.05

Signature _____

Phone #	Fax #
520-886-8863	

McMASTER-CARR

Quotation

562-692-5911
562-695-2323 (fax)
la.sales@mcmaster.com

McCarthy Building Co Inc
1901 Olinghouse Rd
Wadsworth NV 89442

Quote 67053

Date 4/26/21

Line		Product	Quantity	Available	Price	Total
1	6719T182	Wire Partition, Hinged Door Panel, 10 Feet High x 4 Feet Wd, Swings Left	1 each	today (ships via freight)	395.26 each	395.26
2	6719T165	10 Feet High x 5 Feet Wd Wall Panel for Wire Partition	6 each	today (ships via freight)	169.29 each	1,015.74
3	6719T163	10 Feet High x 3 Feet Wd Wall Panel for Wire Partition	2 each	today (ships via freight)	140.28 each	280.56
4	6719T247	10 Feet High Right-Angle Corner Post for Wire Partition	4 each	today (ships via freight)	36.01 each	144.04
5	6719T262	10 Feet High Line Post for Wire Partition	2 each	today (ships via freight)	80.11 each	160.22
6	6719T155	Wire Partition, Hardware Kit for 10 Feet and 12 Feet High Panel	8 each	today	8.50 each	68.00
7	6719T201	Wire Partition, Shoe	9 each	today	5.88 each	52.92
8	6719T222	6 Feet Top Cap Railing for Wire Partition	7 each	today	23.04 each	161.28
9	6719T761	5 ft x 10 ft Roof Panel for Wire Partition	2 each	today (ships via freight)	195.27 each	390.54
10	6719T117	Wire Partition, Wall Angle for 10 Feet High Complete Partition	4 each	today (ships via freight)	38.46 each	153.84

Merchandise prices good through 5/26/21.

Merchandise $2,822.40

Applicable shipping charges and tax will be added.

Your order is subject only to our terms and conditions, available at www.mcmaster.com or from our Sales Department.

Mobile Fire Extinguisher, Inc.

610 N. Eckhoff Street
Orange, CA 92868
Phone: 714-940-0771 Fax#: 7149400781
Fed Tax ID: 33-0445577

QUOTATION

#: Q2210401-01

Section: 10523

QUOTE ISSUED TO:

MCCARTHY BUILDING CO., INC.

20401 S.W. BIRCH ST. #300
NEWPORT BEACH CA 92660
Phone#: 949.851.8383 949.756.6841

SHIPPING TO:

CHANDLER WRF IMPROVEMENTS

CHANDLER AZ

In accordance with your request, we are pleased to submit the following quotation subject to the terms and conditions noted below. This quote is good for 60 days from the quote date.

QUOTE DATE	YOUR ORDER #	SECTION	ENTERED BY	PAYMENT TERMS	SHIPPED VIA
4/1/2021		10523	Tyler Sommers-Smith	Net 30 days	UPS

Quantity	Item #	Description	Tax	Price	Amount
6	500	Amerex, 5 lb. 2A10BC UL Rated Fire Extinguisher	☑	$48.50	$291.00
6	BL105	Sign, Fire Extinguisher Inside, Self Adhesive Vinyl, 4"x4" red/white	☑	$3.50	$21.00
6	99G	JL Ind, White, Galvanized Steel, Full Break Acrylic Panel with Cylinder Lock, Classic Series, Surface Mounted Cabinet	☑	$55.00	$330.00

Unless specifically itemized, product installation is not included in the above quotation.

SPECIAL NOTES:

QUOTE IS PER PLAN NOTES AND LOCATIONS.

FURNISH F.O.B. JOBSITE - NO INSTALL.

SUBTOTAL:	**$642.00**
FREIGHT:	$140.00
0.00% TAX:	$0.00
OTHER TAX:	$0.00
OTHER:	$0.00
TOTAL:	**$782.00**

Nagel, Craig

From: Brian Harms <brian@mhstorage.com>
Sent: Friday, April 23, 2021 5:22 PM
To: Nagel, Craig
Subject: Re: Chandler WRF Airport Facility - Maintenance Building - Storage Shelving

Hey Craig,

Here is your budgetary pricing on your pallet rack and shelving requirements:

Materials to make 13 bays 8' wide with 2 beam levels
2 bays 12' wide with 2 beam levels

Pallet Rack manufactured by Hannibal FOB Southern California

QTY 18 Uprights 10' x 42" Deep 14 Gauge All welded frames
QTY 52 8' x 2-1/2" Face 16 Gauge Beams 2,212 lb capacity per pair
QTY 144" x 5" Face 14 Gauge Beams 4,613 lb capacity per pair
QTY 64 Wire Decks 42" Deep x 46" Wide 2,500 lb capacity

Shelving manufactured by Western Pacific FOB Southern California
QTY 21 36" Wide x 12" Deep x 6' Tall Shelving Units with 6 Solid Shelf levels

Total cost for materials Budgetary Price **$11,734**
Freight is additional - billed at cost
Seismic anchors are additional

Once you get further towards constructing the project, we can get the pricing dialed in. I based the pallet rack off quick ship pricing and I imagine
steel should settle down in the next 6 to 8 months.

Let me know if you have any questions.

To your success,

Brian Harms
Material Handling & Storage, Inc.
(480) 773-1118
brian@mhstorage.com

http://www.mhstorage.com

MHS
Material Handling & Storage, Inc.

On Wed, Apr 21, 2021 at 6:30 AM Nagel, Craig <CNagel@mccarthy.com> wrote:

> Brian,
>
> At this time we need to make some assumptions for our pricing.
>
> For the weight figure the heaviest item on a pallet would be a pump motor which could weigh up to 400 lbs.
>
> Let's go with the standard 42" depth and combine the racks around the doorway for a 12' length instead of the 8' and 6'.
>
> Hope that helps answer your questions to get me some budgets this week. We also are submitting these questions to the owner but it may be a few days before they respond.
>
> Email me or call my cell phone if you need anything else to pull together a number for me.
>
> Thanks for your help,

Craig Nagel

Sr. Estimator

McCarthy Building Companies, Inc.
7930 Santa Fe Drive, Suite 200 | Overland Park, KS 66204
Direct: 913-202-7017

Mobile: 913-424-9630

mccarthy.com

LinkedIn | Twitter | Facebook | YouTube

From: Nagel, Craig
Sent: Monday, April 19, 2021 8:56 PM
To: brian@mhstorage.com
Subject: Chandler WRF Airport Facility - Maintenance Building - Storage Shelving

Brian,

Jeff Clarkson gave me your contact information to see if you could provide some pricing for the storage shelves we have at the Chandler Airport WRF project.

There are 4 – 4' deep x 6' wide x 10' tall

19 – 4' x 8' x 10'

23 – 1' x 3' x 6'

Take a look at the specs attached and the layout drawing and give me a call in the morning if you have a few minutes to discuss.

Craig Nagel

Sr. Estimator

McCarthy Building Companies, Inc.
7930 Santa Fe Drive, Suite 200 | Overland Park, KS 66204
Direct: 913-202-7017

Mobile: 913-424-9630

mccarthy.com

LinkedIn | Twitter | Facebook | YouTube

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Airport Water Reclamation Facility (PARTIAL)

McCarthy Building Companies, Inc.
1341 Rock Hill Road
St. Louis, MO 63124
United States

Craig Nagel
Sr. Estimator
cnagel@mccarthy.com
913-202-7017

Reference: 20210330-110825583
Quote created: March 30, 2021
Quote expires: June 28, 2021
Quote created by: Matthew Eargle
matt.eargle@birdbarrier.com

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
Eagle Eye Wind Kit (Gold) EE-1WS deprecated in favor of EE-1WG	ee-1wg-4	1	$264.05	$264.05
EE Propeller (Silver)	ee-pps-4	6	$96.30	$577.80
Eagle Eye Extension Pole	ee-xp6-4	2	$16.90	$33.80

Subtotals

One-time subtotal	$875.65

Total $875.65

Questions? Contact me

Matthew Eargle
matt.eargle@birdbarrier.com

Bird Barrier America, Inc.
20925 Chico Street
Carson, CA 90746
US

Ocotillo Site (PARTIAL)

McCarthy Building Companies, Inc.
1341 Rock Hill Road
St. Louis, MO 63124
United States

Craig Nagel
Sr. Estimator
cnagel@mccarthy.com
913-202-7017

Reference: 20210330-111228718
Quote created: March 30, 2021
Quote expires: June 28, 2021
Quote created by: Matthew Eargle
matt.eargle@birdbarrier.com

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
Eagle Eye Wind Kit (Gold) EE-1WS deprecated in favor of EE-1WG	ee-1wg-4	1	$264.05	$264.05
EE Propeller (Silver)	ee-pps-4	1	$96.30	$96.30
Eagle Eye Extension Pole	ee-xp6-4	1	$16.90	$16.90

Subtotals

One-time subtotal	$377.25

Total $377.25

Questions? Contact me

Matthew Eargle
matt.eargle@birdbarrier.com

Bird Barrier America, Inc.
20925 Chico Street
Carson, CA 90746
US

FASTSIGNS
More than fast. More than signs.

600 N Bullard Ave
Suite 7
Goodyear, AZ 85338
(623) 536-0575

More than fast. More than signs. ®
fastsigns.com/456

ESTIMATE
EST-44308

Payment Terms: Cash Customer

Created Date: 3/25/2021

DESCRIPTION: Chandler WRF Improvements

Bill To: McCarthy Building Companies, Inc.
6225 North 24th Street
Suite 200
Phoenix, AZ 85016-2037
US

Pickup At: FASTSIGNS Goodyear
600 N Bullard Ave
Suite 7
Goodyear, AZ 85338
US

Requested By: Craig Nagel
Email: cnagel@mccarthy.com
Work Phone: 913-424-9630

Salesperson: Yolanda Ross
Entered By: Yolanda Ross

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	**Self Luminous Exit Signs - Single Sided**	7	$597.88	$4,185.16
1.1	**Custom Product - S -** **Part Qty:** 1 **Width:** 1.00" **Height:** 1.00" **Text:** Illumination Technology Tritium gas is a form of hydrogen, which naturally illuminates the color green when placed in glass tubes and mixed with a phospohorous chemical. Construction Self Luminous Exit Signs feature tritium gas that is enclosed within shatter-proof borosilicate glass tubes. The tubes are then enclosed within an impact-resistant thermoplastic housing that features a clear polycarbonate faceplate which is 1/8" thick. The sign is sealed by a tamper-proof, snap together design that protects it from vandalism while providing a sturdy enclosure. Maintenance building x7 Blower building x4			
2	**Self Luminous Exit Signs - Double Sided**	7	$1,191.28	$8,338.96

2.1	**Custom Product - S -** **Part Qty:** 1 **Width:** 1.00" **Height:** 1.00" **Text:** Illumination Technology Tritium gas is a form of hydrogen, which naturally illuminates the color green when placed in glass tubes and mixed with a phospohorous chemical. Construction Self Luminous Exit Signs feature tritium gas that is enclosed within shatter-proof borosilicate glass tubes. The tubes are then enclosed within an impact-resistant thermoplastic housing that features a clear polycarbonate faceplate which is 1/8" thick. The sign is sealed by a tamper-proof, snap together design that protects it from vandalism while providing a sturdy enclosure. Maintenance building x7 Blower building x4			
3	**ADA Signs (x12) - Room Signs (Braille)**	12	$54.83	$657.96
3.1	**ADA Signage -** **Part Qty:** 1 **Width:** 8.00" **Height:** 5.00" **Text:** Room 101 - Open Room 102 - Break Room 104 - Office Room 105 - Office Room 107 - Mens Locker Room 109 - Womens Locker Room 113 - Lube Oil Storage Room M02 - Storage Room 101 - Blower Room Room 102 - Electrical Room			
4	**ADA Signs (x2) 6" x 9" Restroom (Braille)**	2	$79.835	$159.67
4.1	**ADA Signage -** **Part Qty:** 1 **Width:** 6.00" **Height:** 9.00" **Text:** Room 108 - Mens Restroom Room 110 - Womens Restroom			
5	**ADA Signs (x57) 14" x 10" (Braille) - Notice, Danger, Caution, Safety Signs**	57	$187.7932	$10,704.21

5.1	**ADA Signage -** **Part Qty:** 1 **Width:** 14.00" **Height:** 10.00" **Text:** 14" x 10" mix of Notice, Danger, Caution and Safety Signs x50 14" x 10" Caution Non-Potable Water - Do Not Drink x5 14" x 10" Hot Surface Do Not Touch x1 7" x 3.5" Hot Surface Do Not Touch x1 Price and size may changed once text is confirmed per the ADA requirements for signs.			
6	**Printed Polymetal 14" x 10" (x57) - Notice, Danger, Caution, Safety Signs**	57	$19.0196	$1,084.12
6.1	**Polymetal 3mm -** **Part Qty:** 1 **Width:** 14.00" **Height:** 10.00" **Sides:** 1 **Text:** Mix of : Danger signs, Caution, Notice and Safety Signs x50 Caution: Non-Potable Water , Do Not Drink x5 Hot Surface Do Not Touch x2			
7	**Metal 1/2" letters for Front Entrance - 5" tall - Airport Water Reclamation Facility**	1	$2,269.73	$2,269.73
7.1	**Custom Product - S -** **Part Qty:** 45 **Width:** 5.00" **Height:** 5.00" **Text:** 1/2" Painted Aluminum 5" tall Pattern City of Chandler Airport Water Reclamation Facility			
8	**Metal 1/2" letters for Front Entrance - 5" tall - Ocotillo Water Reclamation Facility**	1	$2,315.58	$2,315.58

8.1	**Custom Product - S -** **Part Qty:** 46 **Width:** 5.00" **Height:** 5.00" **Text:** 1/2" Painted Aluminum 5" tall Pattern City of Chandler Ocotillo Water Reclamation Facility			
9	**Installation - TBD**	1	$0.00	$0.00
9.1	**Install - S -** **Text:** Installation to be determined			

Subtotal:	$29,715.39
Taxes:	$2,644.67
Grand Total:	$32,360.06

Signature: _____ **Date:** _____

Nagel, Craig

From: jas@eckelusa.com
Sent: Thursday, April 22, 2021 8:13 AM
To: Nagel, Craig
Subject: RE: Chandler Arizona Waste Facility Project - Sound absorbent wall panels

Craig,

You would be safe to use $15/SF for custom panels.

Thanks,
Jim

From: Nagel, Craig <CNagel@McCarthy.com>
Sent: Thursday, April 22, 2021 9:09 AM
To: jas@eckelusa.com
Subject: RE: Chandler Arizona Waste Facility Project - Sound absorbent wall panels

Can you give me a rough idea of what it could cost to provide custom panels vs standard?
I can work on the panel layout but thought that might be worth waiting till I get better direction from the owner.

Craig Nagel
Sr. Estimator
McCarthy Building Companies, Inc.
7930 Santa Fe Drive, Suite 200 | Overland Park, KS 66204
Direct: 913-202-7017
Mobile: 913-424-9630
mccarthy.com
LinkedIn | Twitter | Facebook | YouTube

From: jas@eckelusa.com <jas@eckelusa.com>
Sent: Thursday, April 22, 2021 7:58 AM
To: Nagel, Craig <CNagel@McCarthy.com>
Subject: RE: Chandler Arizona Waste Facility Project - Sound absorbent wall panels

Craig,

We supply the mounting brackets but not whatever anchor is needed to attach the brackets to the wall. We don't do panel layouts, so if you can give me the quantity and sizes of panels needed I can price those.

Thanks,
Jim

From: Nagel, Craig <CNagel@McCarthy.com>
Sent: Thursday, April 22, 2021 8:19 AM

Chandler WRF Improvements Project

GMP 2 Work Category Solicited Subcontractors Summary

Work Category: **11C Vertical Turbine**

Subcontractor/Supplier Name	***Status***
JCH	*Recommended*
Hennesy Mechanical Sales	*Proposed*
Phoenix Pump - ABS Sulzer	*Declined*
Capital Pump	*Declined*
DXP	*Declined*

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **11C - Vertical Turbine Pumps**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	JCH	Hennesy Mech Sales	Capital Pump & Equipment	DXP	Phoenix Pumps Inc
		Ed Martin	Jeff Pals	Will Swartz	Caitlin Petty	Sam McFadden
		(602) 243-0585	602-996-9408	(480) 626-5257	480-243-2081	(602) 726-8470
		egm@jchinc.com	Jeff@hennesymech.com	wswartz@cpepumps.com	caitlin.petty@dxpe.com	smcfadden@phoenixpumps.com
	TOTAL WORK CATEGORY PACKAGE VALUE	**$152,913**	**$93,235**	**NO BID**	**NO BID**	**NO BID**
	MCCARTHY SUBCONTRACT & FRONT END TERMS					
1	Compliant with McCarthy Front Ends	Yes	Yes			
2	Bid Submitted on McCarthy Bid Form	Yes	Yes			
3	Bid Bond Included with Bid (if over $250k Sub/$500k Supplier)	No	Yes			
4	Current Bank Reference Letter that shows Subcontractor or Vendor is in good standing.	No	No			
5	Surety Company	Cincinnati Casualty Co	Merchants Bonding Co			
6	Surety AM Best Rating (Must be A- or Better)	Yes	Yes			
7	AM Best Financial Size X($500M to $750M) or higher	Yes	Yes			
8	Anticipated contract amount is less than the Federal UW Limit as listed on the Treasury Listing	Yes	Yes			
9	Bond/CDI Cost	1.295%	2.600%			
10	Included Insurance Requirements (Per Matrix)	Yes	Yes			
11	GL Insurance Company Name	Cincinnati Casualty Co	Colony Insurance Co			
12	GL Insurance Carrier AM Best Rating (Must be A- or Better)	Yes	Yes			
13	PRL Insurance (If required by the Front Ends)	No	No			
14	Pollution Insurance (If required by the Front Ends)	No	No			
15	Tier 1 Approved	Yes	Yes			
16	Tier 2 Approved	N/A	N/A			
17	Safety Items:	N/A	N/A			
18	OSHA Recordable Incident Rate (Current)	N/A	N/A			
19	Agrees to comply with PPE requirements including 100% glove policy	N/A	N/A			
20	Acknowledges updated ladder policy (platform ladders)	N/A	N/A			
21	Task Hazard Analysis included for all tasks	N/A	N/A			
22	Tie-off above 6' required	N/A	N/A			
23	Includes Hoisting for Sub's Own Work Scope	N/A	N/A			
24	Acknowledges Soils Report	N/A	N/A			
25	Acknowledges Addenda	Yes	Yes			
26	Hold Bid for 150 Days	Yes	Yes			
27	Pricing good for the duration of the project	Yes	Yes			
28	Sales Tax Excluded	Yes	Yes			
29	**COVID-19 Market Questions**					
30	How has your work program been impacted by the COVID-19 situation? % of work stopped or delayed by more than 2 weeks?	No	No			
31	Have you had any future work opportunities canceled or delayed? What % of your future sales are projected to be impacted by COVID-19?	No	No			
32	Are you suffering productivity loss that is impacting the ability to complete work on time?	No	No			
33	Have you had any difficulty with employees not wanting to come to work because of the risk of infection?	No	No			
34	Have you experienced any unusual voluntary turnover as a result of COVID-19?	No	No			
35	Have you had to furlough or make a reduction in staff or go to a reduced workweek as a result of COVID-19 market conditions?	No	No			
36	Have you experienced and/or do you anticipate any issues with existing suppliers or vendors?	No	No			
37	Do you have any overseas suppliers that may be impeding your supply chain?	No	No			

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **11C - Vertical Turbine Pumps**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	JCH	Hennesy Mech Sales	Capital Pump & Equipment	DXP	Phoenix Pumps Inc
		Ed Martin	Jeff Pals	Will Swartz	Caitlin Petty	Sam McFadden
		(602) 243-0585	602-996-9408	(480) 626-5257	480-243-2081	(602) 726-8470
		egm@jchinc.com	Jeff@hennesymech.com	wswartz@cpepumps.com	caitlin.petty@dxpe.com	smcfadden@phoenixpumps.com
	TOTAL WORK CATEGORY PACKAGE VALUE	**$152,913**	**$93,235**	**NO BID**	**NO BID**	**NO BID**
38						
39	Per Plans & Specifications	Yes	Yes			
40	Division 1 as it relates to this scope of work	Yes	Yes			
41	Spec Section 01300 - Submittals	Yes	Yes			
42	Spec Section - 01640 Materials and Equipment	Yes	Yes			
43	Spec Section - 01650 Starting of Systems	Yes	Yes			
44	Spec Section - 03600 - Grout	Yes	Yes			
45	Spec Section - 05051 - Anchor Bolts, Toggle Bolts, and Concrete Inserts	Yes	Yes			
46	Spec Section - 09900 - Painting	Yes	Yes			
47	Spec Section - 10400 - Equipment Identification Plates	Yes	Yes			
48	Spec Section - 11295 Hydraulic Valves	Yes	Yes			
49	Spec Section - 11310 - Vertical Turbine Pump	Yes	Yes			
50	Spec Section - 13447 - Electric Motor Actuators	Yes	Yes			
51	Spec Section - 15990 - Testing, Adjusting and Balancing	Yes	Yes			
52	Spec Section - 16161 - Control Panels	Yes	Yes			
53	Spec Section - 16225 - Electric Motors 250 Hp or Less	Yes	Yes			
Scope of Work						
Base Bid:		$147,700	$88,679			
54	Provide all labor, materials, tools, equipment and appurtenances as required to perform the Work Category 11C-Vertical Turbine Pumps, in accordance with and reasonably inferable from the Contract Documents, complete and without exception unless otherwise noted below, including, but not limited to the following:	Yes	Yes			
55	Check to Spec completed and submitted to McCarthy	Yes	No			
56	1 year warranty from Final Acceptance (Aug 2023); 5 Year Warranty on Motor	Yes	$750			
57	Unit of Responsibility for pump can, pump, and motor	Yes	Yes			
58	Approved motor manufacturer per spec 16225	Yes	Yes			
59	Pre-Installation inspection prior to pump install	Yes	Yes			
60	Provide suction bell with anti vortex baffles and strainer	Yes	No			
61	Provide vanes cast into bowl	Yes	Yes			
62	Discharge vent	Yes	Yes			
63	Provide 3/4" drain	By WC 15A	By WC 15A			
64	Axial Flow Impeller type	Yes	Yes			
65	Shop tests to be witnessed by Registered Professional Engineer and provide sealed copies of pump curves. Submittal to be approved before shipment	Yes	Yes			
66	Approved Manufacturer	Cascade	Fairbanks Morse			
67	Pump to handle water between 35 and 115 degrees Fahrenheit	Yes	Yes			
68	Provide equipment safety guards as specified in Section 15050	Yes	Yes			
69	Provide PMP-419-006 (Mixed Liquor Return)	Yes	Yes			
70	Pump rated for 8500 GPM at 18' of head and 79% minimum efficiency	Yes	Yes			
71	Motor to be 460 Volt/3 Phase/60 Hz & TEFC Enclosure	Yes	Yes			
72	Source Testing to be Performance Level 2 and Noise Test Level 1 Per Spec	Yes	Yes			

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **11C - Vertical Turbine Pumps**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	JCH	Hennesy Mech Sales	Capital Pump & Equipment	DXP	Phoenix Pumps Inc
		Ed Martin	Jeff Pals	Will Swartz	Caitlin Petty	Sam McFadden
		(602) 243-0585	602-996-9408	(480) 626-5257	480-243-2081	(602) 726-8470
		egm@jchinc.com	Jeff@hennesymech.com	wswartz@cpepumps.com	caitlin.petty@dxpe.com	smcfadden@phoenixpumps.com
	TOTAL WORK CATEGORY PACKAGE VALUE	**$152,913**	**$93,235**	**NO BID**	**NO BID**	**NO BID**
73	Performance Test - Performance Level 1, Vibration Level 2, Noise Level 1 per specification	$2,500	Yes			
74	Provide spare parts per specification 11310	Yes	Yes			
75	Provide all oil/lubrication required for pre-start up	Yes	Yes			
76	Testing of coating to be performed at jobsite arrival	Yes	Yes			
77	Field testing per section 3.3 of specification 11310	Yes	Yes			
78	Provide lifting lugs for proper installation	Yes	Yes			
79	Provide all anchors and epoxy required for the installation of the equipment	$800	$1,500			
80	All metallic surfaces (including pipe, supports, and enclosure) shall be primed per the requirements of the 09900 - Painting	Yes	Yes			
81	Shipping shall be FOB jobsite	Yes	Yes			
76	O&M's per specification section 01781	Yes	Yes			
77	Training: Minimum 1 Trip for 4 hours (Not Including Travel Time)	Yes	Yes			
78	Performance testing: Per Spec 11310 - Vertical Turbine Pumps (Shop Tests)	Yes	Yes			
79	Startup days/trips included: Minimum 2 trips and 4 (8) Hour days (Not Including Travel Time)	Yes	Yes			
80	Cost per additional day/trip: 1 Trip for 1 (8 HR) Day	$1,200/8 hr. day	No			
81	COVID-19 Scope Items					
82	Proposal includes CDC, Federal, State and Local OSHA guidelines for COVID-19.	Yes	Yes			
83	Your proposal shall include all productivity, schedule, and other impacts to cost and schedule.	Yes	Yes			
84	All personnel onsite must maintain 6'0" spacing between personnel and shall have facemasks on at all times that align with CDC, Federal, State or Local OSHA guidelines for COVID-19.	Yes	Yes			
85	Work activities that require personnel to be closer than 6'0" must have a plan presented and approved by McCarthy before work activity commences. Work activities within 6'0" shall also include the appropriate masks and PPE while performing the work.	Yes	Yes			
86	All tools and equipment used must be sanitized each day.	Yes	Yes			
87	Personnel must comply with all hand washing and sanitizing requirements set by McCarthy.	Yes	Yes			
88	Subcontractors with onsite trailers must sanitize trailer interior high contact areas and restroom facilities daily. Subcontractors must have a plan approved by McCarthy to maintain 6' social distancing within the trailer as required by the AHJ.	Yes	Yes			
89	Personnel are not allowed to carpool to the site or while onsite.	Yes	Yes			
90	Any personnel reporting symptoms must be immediately reported to McCarthy and follow the appropriate testing and quarantine protocols.	Yes	Yes			
91						
92	End of Scope					
93	Bond/CDI Cost	$1,913	$2,306			
	TOTAL WORK CATEGORY PACKAGE VALUE	**$152,913**	**$93,235**			

Cascade meets the specifications 100% while the Fairbanks model does not meeting the specification requirement of a 20" column and discharge, and is providing a 16".

BID PROPOSAL

Date APRIL, 7, 2021

Bid Proposal of * JAMES,COOKE AND HOBSON, INC. (hereinafter called "Bidder")

a ** CORPORATION organized and existing under the laws of the State of

TEXAS.

* Insert name of firm.
** Insert corporation, partnership, or individual, as applicable.

(INSERT OWNER'S ADDRESS)
TO: McCarthy Building Companies, Inc.
6225 North 24th Street, Suite 200
Phoenix, Arizona 85016

The Bidder, in compliance with your Invitation for Bids for the construction of Chandler Water Reclamation Facility Improvements having examined the Contract Documents entitled City of Chandler, Chandler WRF Improvements Project, and other related documents and being familiar with the site of the proposed work, and with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, and the progress of work to date, if any, hereby proposes to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, superintendence, perform all work, provide all services, and to construct all work in accordance with the Contract Documents set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required.

The Bidder shall attach a copy of Bidders' detailed estimate to its Bid Proposal. This estimate shall identify all quantities shown in the documents or anticipated along with corresponding labor, material and equipment pricing.

After Bid Proposals are received, tabulated, and evaluated by McCarthy, said Bidder agrees to meet with McCarthy for the purpose of determining any duplications, omissions, or mutually agreed bid adjustments. For these meetings, the Bidder agrees to provide a complete, detailed cost breakdown; a list of all sub-subcontractors proposed for use in the work; and a list of all items, materials and their manufacturers proposed for use in the work.

The Bidder, if awarded a Subcontract, agrees to commence work and to fully complete its Work in accordance with a schedule to be established in collaboration with McCarthy under the provisions of the Additional Subcontractor Conditions of the Specifications.

The Bidder acknowledges receipt of the following Addenda: 4

.

BASE BID:

The Bidder agrees to perform all SECTIONS 15441,11311.1, 11314, 11310,11371 AND 11375 11217 (herein insert the title of the Work Category as it appears in the Additional Subcontractor Conditions) Work for Work Category No. _____, as described in the Contract Documents, for the Lump Sum of ONE MILLION ONE HUNDRED NINETY TWO THOUSAND SEVEN HUNDRED TWENTY EIGHT DOLLARS ($ 1,192,728.00).

BID BREAKDOWN:

Airport WRF Total Amount $_____

- Aeration Basin $ 348,460.00 FINE BUBBLE AERATION
- Blower Piping $_____.
- Blower Ductbank $_____.
- Filters $ 33,488.00 SUMP PUMPS .
- Maintenance Bldg $_____.

Ocotillo WRF Total Amount $_____

- Aeration/Anoxic $ 147,700.00 IMLR PUMP .
- RAS/WAS PS $ 318,731.00 RAS AND WAS PUMPS .
- Clarifiers 1& 2 $_____.
- Filters $ 22,325.00 SUMP PUMPS ..
- MCC Replacement $_____..
- Reservoir $ 3,266.00 SAMPLE PUMP ..
- Roads/Sitework $_____..

Performance & Payment Bond Cost *(If Applicable)* $_____

Total Subcontract Amount $_____

The name of the proposed Bonding Company is _____

Bond rate _____%

All applicable taxes, except sales and use taxes on materials and equipment which are affixed and made a part of the real estate of the Project, are included in the above Base Bid. Bidder agrees that this Bid Proposal shall be good and may not be withdrawn unless McCarthy does not send Bidder a Subcontract within one hundred ~~twenty (160) calendar days~~ fifty (150) calendar days after the opening date of Bid Proposals.

(Amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

ALTERNATES:

The Bidder further agrees that if any or all of the Alternates listed and described below are incorporated and accepted within sixty (60) calendar days after receipt of a Subcontract from McCarthy, the Bidder will adjust its Subcontract by the amount indicated opposite the Alternates listed below.

ALTERNATE NO. 1: Filter Disc in Basin 7 Installation:

ADD the sum of $_____.

ALTERNATE NO. 2: Clarifier 3 Rehabilitation

ADD the sum of $_____.

ALTERNATE NO. 3: Sludge Holding Tank and Blower Bldg No. 2

83,572.00 COARSE BUBBLE AERATION

ADD the sum of $ 235,186.00 BLOWERS .

ALTERNATE NO. 4: Removal/Replacement of Diffusers in 2 Aeration Basins

ADD the sum of $ 174,230.00 FINE BUBBLE 2 BASINS ONLY

ALTERNATE NO. 5:_____

ADD the sum of $_____.

CHANGE ORDER RATES: (Add separate sheet as needed)

Markup % (on rates and material): _____.

Position: _____ Rate: _____.

Position: _____ Rate: _____.

Equipment: _____ Rate: _____.

Equipment: _____ Rate: _____.

SAFETY RECORDS

The Bidder certifies to the following Experience Modification Rates (EMR) and Incidence Rates for the three (3) most recent years:

	Year 2018	Year 2019	Year 2020
1. Compensation Experience Modification Rate:			
2. Incidence Rate:			
(a) Number of hours employees worked in the year.			
(b) Number of cases defined as recordable, from the OSHA Form 300 Log.			
(c) Total Recordable Incidence Rate = (b) x (200,000 hours) / Hours Worked (a)			

The Bidder understands that McCarthy reserves the right to reject any or all Bid Proposals and to waive any informalities or irregularities therein.

SELECT AS APPROPRIATE

☒ The Bidder has completed the Prequalification Form together with all other required data for McCarthy's' Contractor Default Insurance Program; OR

☐ The Bidder has not completed the Prequalification Form together with all other required data for McCarthy's' Contractor Default Insurance Program because the Bidder has provided the Form and all such information to McCarthy in the past 12 months for the following project:

_____ Project, which bid on: _____.

RESPONSIVE BID REQUIREMENTS:

DO NOT ENCLOSE YOUR STANDARD TERMS AND CONDITIONS

If any exceptions are taken to the requirements of this Proposal form, attach a separate sheet listing those exceptions, stating the sections and paragraphs and the specific exception.	EM (initials)
In submitting this proposal, the Bidder certifies that this bid is valid for 150 calendar days.	EM (initials)
In submitting this Proposal as described herein, we agree to complete the work in accordance with the included Preliminary Construction Sequence.	EM (initials)
In submitting this Proposal, the Bidder certifies that all cost for extended warranties to start on the date of Substantial Completion is included.	(initials)
In submitting this proposal as described herein, we confirm that we have received, reviewed and agree to all commercial terms stated in the McCarthy Subcontract and Purchase Order Agreement. Any exception taken to the commercial terms stated in these Agreements must be listed on a separate sheet noting the article or paragraph and the specific exception. ***Bidders attached Standard Terms and Conditions will not be acknowledged or accepted as part of any given bid.***	(initials)
In submitting this proposal as described herein, the Bidder certifies that this bid is coordinated based on a complete set of documents and that there will be no claims for change order based on the assertion that the Bidder did not have a complete set of Bidding Documents.	EM (initials)
In submitting this proposal, the Bidder certifies that they have included all spare parts, training, O & M Manuals, shop drawings and administration costs as associated to comply with the requirements of the specifications and as listed for their scope of work.	EM (initials)
A bid will be considered non-responsive if the Subcontractor Pre-Qualification Form is not completed as part of the Bid Form **(or on file at McCarthy office)**.	EM (initials)
The Bidder, by submitting their bid, represents that they have read and understand the scope requirements of the Bidding Documents.	EM (initials)
The Bidder certifies that any proposed materials in this scope of work meet or exceeds the requirements stated in the specifications unless noted otherwise within this proposal.	EM (initials)
The bidder certifies that the price listed in this bid is a firm Price through the final delivery of the materials proposed herein, and that no material escalation will be accepted as part of this proposal.	EM (initials)

Within fifteen (10) days after receipt by the Bidder from McCarthy of the Subcontract or Purchase Order, the Bidder will execute and return to McCarthy said Subcontract or Purchase Order and if notified from McCarthy that Bidder is not to be enrolled in McCarthy's Contractor Default Insurance Program, deliver to McCarthy Performance and Labor and Material Payment Bonds for the Subcontract or a Supply Contract Bond for the Purchase Order, or the difference between the amount of the bid and such larger amount for which McCarthy may subcontract with another party to perform the work covered by said bid, together with all court costs, all attorney fees and all other expense of recovery, all of which shall not exceed the Bid Security attached in the amount of 15% of the bid, will become the property of McCarthy. The bonds shall name McCarthy as Obligee.

If an Individual:

Authorized Signature: _____

Name (print): _____

Email: _____

Business Address: _____

_____

If a Partnership:

Authorized Signature: _____

Name (print): _____

Email: _____

Authorized Signature: _____

Name (print): _____

Email: _____

Business Address: _____

_____

If a Corporation:

Authorized Signature: *Edward Martin*

Name (print): *Edward Martin*

Email: *egm@jchinc.com*

Title: *ITS Sales Engineer*

Business Address: *3501 e. Broadway Road*

Phoenix, AZ. 85040

Telephone *(602) 243-0585*

Contractor License Number: _____

General Liability Insurance Carrier (not the agent): *Cincinati Casualty Co.*

*Please attach a sample certificate of insurance and current W9 form to your bid.

Sales Engineers / Process Equipment

JAMES, COOKE & HOBSON, INC.

3501 E Broadway Rd, Phoenix, AZ.85040
Phone: 602-586-1439
Fax: 602-276-5402
E-mail: egm@jchinc.com

MARCH. 24, 2021
REVISED

To: McCARTHY CONSTRUCTION

Attn: KIM
Ph:

Quotation #: 081320-1EGM
Job Name: CHANDLER WRF
Location: CHANDLER, AZ
Quotation by: ED MARTIN

Unless otherwise stated: Prices are firm for 30 days from bid date, payment terms are NET 30 DAYS from shipment. Interest shall accrue at 1.5% per month on past due amounts per month. Any taxes are additional. **Items included are only listed below.** Please review carefully

QTY	DESCRIPTION	TOTAL
	SPECIFICATION SECTION 11311.1 – SUBMERSIBLE DRY PIT PUMPS	
3	FLYGT MODEL NT3301 SUBMERSIBLE DRY PIT SEWAGE PUMPS WITH 85HP, 460V-3PH MOTOR, 60 FEET OF POWER CABLE, FLS/MINI-CAS SEAL FAILURE AND STATOR TEMPERATURE MONITOR, HI-CHROME HARD IRON IMPELLER AND IMPELLER WEAR PLATE, IMPELLER CODE 624, CAST IRON PUMP STAND	
3	12" X 14" LONG RADIUR SUCTION ELBOW WITH 6" CLEAN OUT	
3	SPARE PARTS: BASIC REPAIR KITS INCLUDING (1) SET OF MECHANICAL SEALS, (1) SET OF BEARINGS AND (1) SET OF "O" RINGS, (1) IMPELLER WEAR PLATE.	

THE TOTAL NET ESTIMATED PRICE F.O.B. FACTORY WITH FREIGHT ALLOWED TO THE JOB SITE IS.....$288,901.00

SPECIFICATION SECTION 11314 – END SUCTION CENTRIFUGAL PUMPS
WAS PUMPS

QTY	
2	FLYGT CONCERTOR 6020 MODEL NZ100 SUBMERSIBLE PUMP WITH 7.5HP, 460V-3PH MOTOR, INTEGRAL VFD, 60 FEET OF POWER CABLE, FLS, HI-CHROME HARD IRON IMPELLER AND IMPELLER WEAR PLATE, 4" SUCTION AND DISCHARGE.
2	Z STAND WITH SERVICE CART AND RAIL
2	SPARE PARTS: BASIC REPAIR KIT

THE TOTAL NET ESTIMATED PRICE F.O.B. FACTORY WITH FREIGHT ALLOWED TO THE JOB SITE IS.....$29,830.00

Cont.

SPECIFICATION SECTION 11310 – VERTICAL TURBINE PUMPS
PUMP TAG NO. PMP-419-006

CAPACITY 8500 GPM HEAD 18 FEET

1 CASCADE MODEL 16AF-1 STAGE AXIAL FLOW PUMP WITH 20" DIAMETER ABOVE BASE DISCHARGE FLANGE WATER FLUSH LUBRICATION, STAINLESS STEEL COUPLING GUARDS, 316SS FASTENERS, 416SS LINE SHAFT 416SS LINE SHAFT BOLTED COUPLINGS, MECHANICAL SEAL, ALUMINUM BRONZE IMPELLER, STAINLESS STEEL FLUSH LINE TO THE SUCTION BOWL BEARING, ROUND BASE PLATE, FOUR PIECE COUPLING, SPECIAL PAINT, AND ALL ITEMS PER ORIGINAL CASCADE DESIGN AND MATERIALS OF CONSTRUCTION.

1 60HP, 900RPM, 460V-3PH VERTICAL SOLID SHAFT ELECTRIC MOTOR WITH TEFC ENCLOSURE, PREMIUM EFFICIENT DESIGN, WINDING THERMOSTATS, INVERTER DUTY,

1 FACTORY PERFORMANCE TEST

1 SPARE PARTS: (1) SET OF LINE SHAFT BEARINGS, (1) MECHANICAL SEAL, (1) SET OF MOTOR BEARINGS

THE TOTAL NET ESTIMATED PRICE F.O.B. FACTORY WITH FREIGHT ALLOWED TO THE JOB SITE IS……..$147,700.00

SPECIFICATION SECTION 11371 – POSITIVE DISPLACEMENT BLOWERS

QTY

3 KAESER ROTARY BLOWER MODEL COM-PAK HB950C, 175HP POSITIVE DISPLACEMENT BLOWER PACKAGE WITH SOUND ENCLOSURE W/ VENT FAN, INLET SILENCER W/FILTER (GRADE G4), OIL DRAINS W/BALL VALVES, V-BELT DRIVE W/ AUTOMATIC BELT TENSIONER, IP 55 TEFC INVERTER DUTY DRIVE MOTOR (NPE), DISCHARGE SILENCER, PRESSURE RELIEF VALVE, VIBRATION ISOLATORS, FLEXIBLE CONNECTOR ON THE DISCHARGE, FLAP STYLE CHECK VALVE (PLATE), DISCHARGE TEMPERATURE GAUGE W/SWITCH, DISCHARGE PRESSURE GAUGE, INLET FILTER DIFFERENTIAL PRESSURE GAUGE, INLET FILTER DIFFERENTIAL PRESSURE SWITCH, OIL LEVEL SWITCH, BEARING GREASE, OMEGA BLOWER 220 SYNTHETIC OIL AND (3) SPARE INLET FILTERS. REQUIRES CONTROLS.

THE TOTAL NET PRICE F.O.B. FACTORY WITH FREIGHT ALLOWED TO THE JOB SITE IS……..$235,186.00

SPECIFICATION SECTION 15441 SUMP PUMPS
AWRF – SG-001-FB, SG-002-FP AND SG-003-FB
OWRF - SG-004-FB AND SG-005-FB

QTY

5 FLYGT NS3085 SUBMERSIBLE SOLIDS HANDLING PUMPS WITH 2.2HP, 460V-3PH MOTOR 50 FEET OF POWER CABLE, FLS/MINI-CAS SEAL FAILURE AND STATOR TEMPERATURE MONITOR, HI-CHROME HARD IRON IMPELLER AND IMPELLER WEAR PLATE, IMPELLER CODE 463

5 SIMPLEX CONTROL PANELS WITH NEMA 4X NON-METALLIC ENCLOSURE

15 FLYGT ENM-10 LEVEL SWITCHES

5 STAINLESS STEEL FLOAT BRACKETS

THE TOTAL NET PRICE F.O.B. FACTORY WITH FREIGHT ALLOWED TO THE JOB SITE IS……$55,813.00

SPECIFICATION SECTION 11217 SAMPLE PUMPS

QTY

1 GOULDS SELF PRIMING SHALLOW WELL JET PUMP J+, MODEL J10 CAPABLE OF 25 FEET OF SUCTION LIFT AND 10 FEET DISCARGE WITH 1HP, 115V-1PH MOTOR.

THE TOTAL NET PRICE F.O.B. FACTORY WITH FREIGHT ALLOWED TO THE JOB SITE IS……..$3,266.00

Cont.

SPECIFICATION SECTION - 11375 AERATION SYSTEMS AND 11376 COARSE BUBBLE AERATION SYSTEM

MANUFACTURER – XYLEM SANITAIRE

SEE ATTACHED SANITAIRE PROPOSAL

FINE BUBBLE AERATION $348,460.00
COARSE BUBBLE AERATON $83,572.00

TOTAL LUMP SUM …….$1,192,728.00

NOTES:

- **The above price is firm for 150 days. After such time it may be subject to review. Shipment has been estimated at Approx. 12 - 14 weeks for submersible pumps and +/- 23 weeks for vertical turbine pump after receipt of purchase order and/or approved submittal drawings.**
- **Price includes: Freight to the job site off loaded by-others. Submittal drawings and start-up supervision and Manufactures standard Warranties.**
- **Prices do not include: Sales tax**
- **Thank you for this opportunity to be of service. If you have any questions regarding this quotation or any other matter, Please do not hesitate to call.**

Chandler WRF Improvements Project

GMP 2 Work Category Solicited Subcontractors Summary

Work Category: **11D Mixers**

Subcontractor/Supplier Name	***Status***
Invent	*Recommended*
No other bidders per City request.	

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **11D - Submersible Mixers**

GMP Date: **5/4/2021 Rev 6/21/2021**

		Recommended					
COMPANY INFORMATION		**Invent**	*Sole Source				
		Marcel Huijboom	per specifications				
		(201) 248-6724					
		mhuijboom@invent-et.com					
TOTAL WORK CATEGORY PACKAGE VALUE		**$317,719**					
MCCARTHY SUBCONTRACT & FRONT END TERMS							
1	Compliant with McCarthy Front Ends	Yes					
2	Bid Submitted on McCarthy Bid Form	Yes					
3	Bid Bond Included with Bid (if over $250k Sub/$500k Supplier)	No					
4	Current Bank Reference Letter that shows Subcontractor or Vendor is in good standing.	No					
5	Surety Company	No					
6	Surety AM Best Rating (Must be A- or Better)	N/A					
7	AM Best Financial Size X($500M to $750M) or higher	N/A					
8	Anticipated contract amount is less than the Federal UW Limit as listed on the Treasury Listing	N/A					
9	Bond/CDI Cost	1.295%					
10	Included Insurance Requirements (Per Matrix)	Yes					
11	GL Insurance Company Name	Hartford Fire Insurance Co.					
12	GL Insurance Carrier AM Best Rating (Must be A- or Better)	Yes					
13	PRL Insurance (If required by the Front Ends)	Yes					
14	Pollution Insurance (If required by the Front Ends)	N/A					
15	Tier 1 Approved	No					
16	Tier 2 Approved	N/A					
17	Safety Items:	N/A					
18	OSHA Recordable Incident Rate (Current)	N/A					
19	Agrees to comply with PPE requirements including 100% glove policy	N/A					
20	Acknowledges updated ladder policy (platform ladders)	N/A					
21	Task Hazard Analysis included for all tasks	N/A					
22	Tie-off above 6' required	N/A					
23	Includes Hoisting for Sub's Own Work Scope	N/A					
24	Acknowledges Soils Report	N/A					
25	Acknowledges Addenda	Yes					
26	Hold Bid for 150 Days	Yes					
27	Pricing good for the duration of the project	Yes					
28	Sales Tax Excluded	Yes					
29	**COVID-19 Market Questions**						
30	How has your work program been impacted by the COVID-19 situation? % of work stopped or delayed by more than 2 weeks?	No					
31	Have you had any future work opportunities canceled or delayed? What % of your future sales are projected to be impacted by COVID-19?	No					
32	Are you suffering productivity loss that is impacting the ability to complete work on time?	No					
33	Have you had any difficulty with employees not wanting to come to work because of the risk of infection?	No					
34	Have you experienced any unusual voluntary turnover as a result of COVID-19?	No					
35	Have you had to furlough or make a reduction in staff or go to a reduced workweek as a result of COVID-19 market conditions?	No					
36	Have you experienced and/or do you anticipate any issues with existing suppliers or vendors?	No					
37	Do you have any overseas suppliers that may be impeding your supply chain?	No					

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **11D - Submersible Mixers**

GMP Date: **5/4/2021 Rev 6/21/2021**

		Recommended					
COMPANY INFORMATION		**Invent**	*Sole Source				
		Marcel Huijboom	per specifications				
		(201) 248-6724					
		mhuijboom@invent-et.com					
TOTAL WORK CATEGORY PACKAGE VALUE		**$317,719**					
38							
39	Per Plans & Specifications	Yes					
40	Division 1 as it relates to this scope of work	Yes					
41	Spec Section 03600 - Grout	Yes					
42	Spec Section 05051 - Anchor Bolts, Toggle Bolts, & Concrete Inserts	Yes					
43	Spec Section 09900 - Painting	Yes					
44	Spec Section 10400 - Equipment Identification Plates	Yes					
45	Spec Section 11221 - Submersible Mixers and Accessories	Yes					
46	Spec Section 13447 - Electric Motor Actuators	Yes					
47	Spec Section 16161 - Control Panels	Yes					
48	Spec Section 16225 - Electric Motors 250 Hp or Less	Yes					
Scope of Work							
Base Bid:		$312,600					
49	Provide all labor, materials, tools, equipment and appurtenances as required to perform the Work Category 11D-Submersible Mixers, in accordance with and reasonably inferable from the Contract Documents, complete and without exception unless otherwise noted below, including, but not limited to the following:	Yes					
50	Check to Spec completed and submitted to McCarthy	Yes					
51	1 year warranty from Final Acceptance (Aug 2023)	$17,800					
52	(8) New submersible mixers; Includes dry installed, heavy-duty speed reducer, electric motor, baseplate, shaft, and mixer body	Yes					
53	Reuse (8) existing mounting bases	No					
54	Unit of Responsibility for proper coordination with bases	Yes					
55	Specification Guarantee, Section 1.4 D in Spec Manufacturer responsible to correct any deficiencies as maybe necessary at no additional cost	No					
56	Mounting frames & brackets	Yes					
57	Anchor bolts	Yes					
58	Level 3: Equipment Performance Testing	Yes					
59	Independent Vibration Testing - Level 3	Yes					
60	Noise Test: Level 3	Yes					
61	Mixer Body& Shaft to be FRP or 316 stainless; pitched blad to be composite or SST ASTM A276, Type 316	Yes					
62	Bolted connections to be 316 SST	Yes					
63	Motor to be 5 HP, 460/60Hz/3 Phase	Yes					
64	All components to be coated per spec 09900-Painting	Yes					
65	Written factory test report before shipment including: 1. Mixer body, motor rating, and electrical connection checked 2. Mixers to be vacuum tested to establish sealing integrity 3. Mixers to be run to determine correct shaft rotation, thrust direction, and power consumption 4. Mixers to be inspected for oil seepage/water infiltration, insulation, defects, and motor resistance	Yes					
66	Furnish all necessary oil and grease required prior to operation	Yes					
67	4 Hours of Maintenance Training Included	Yes					
68	4 Hours of Operations Training Included	Yes					
69	Provide Motor Factory tests per Section 1.2C in Spec 16225	Yes					

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **11D - Submersible Mixers**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	Invent	*Sole Source			
		Marcel Huijboom	per specifications			
		(201) 248-6724				
		mhuijboom@invent-et.com				
	TOTAL WORK CATEGORY PACKAGE VALUE	**$317,719**				
70	Provide 5 year warranty for motor	Yes				
71	Provide lifting eye on motor if more than 50 lbs.	Yes				
72	Perform field testing on motor per section 4.2 in spec 16225	Yes				
73	Provide controls as shown on P&ID I-3.02; Disconnect, LCP, High Temp sensor	Yes				
74	Provide lifting lugs for proper installation	Yes				
75	Provide all anchors and epoxy required for the installation of the equipment	Yes				
76	All metallic surfaces (including pipe, supports, and enclosure) shall be primed per the requirements of the 09900 - Painting	Yes				
77	Shipping shall be FOB jobsite	Yes				
78	Preventative maintenance procedures	Yes				
79	O&M's per specification section 01781	Yes				
80	Spare Parts & Special tools per the Specifications	Yes				
81	Manufactures Services	Yes				
82	Startup days/trips included: Minimum 2 Site Visits and 3 (8) hour days. Not including travel time.	Yes				
83	Cost per additional trip for 2 (8) Hour Days	$4,600/Trip 2 Days				
84	Cost per additional day while technician is on site	$1,100/Day				
85	**GMP 1 Early Submittal**	-$16,743				
86	COVID-19 Scope Items					
87	Proposal includes CDC, Federal, State and Local OSHA guidelines for COVID-19.	Yes				
88	Your proposal shall include all productivity, schedule, and other impacts to cost and schedule.	Yes				
89	All personnel onsite must maintain 6'0" spacing between personnel and shall have facemasks on at all times that align with CDC, Federal, State or Local OSHA guidelines for COVID-19.	Yes				
90	Work activities that require personnel to be closer than 6'0" must have a plan presented and approved by McCarthy before work activity commences. Work activities within 6'0" shall also include the appropriate masks and PPE while performing the work.	Yes				
91	All tools and equipment used must be sanitized each day.	Yes				
92	Personnel must comply with all hand washing and sanitizing requirements set by McCarthy.	Yes				
93	Subcontractors with onsite trailers must sanitize trailer interior high contact areas and restroom facilities daily. Subcontractors must have a plan approved by McCarthy to maintain 6' social distancing within the trailer as required by the AHJ.	Yes				
94	Personnel are not allowed to carpool to the site or while onsite.	Yes				
95	Any personnel reporting symptoms must be immediately reported to McCarthy and follow the appropriate testing and quarantine protocols.	Yes				
96						
97	End of Scope					
98	Bond/CDI Cost	$4,062				
	TOTAL WORK CATEGORY PACKAGE VALUE	**$317,719**				

Only one vendor was solicited per specifications and city.

Offer-No.: **IET-1912012-HCM-Rev02**

Date: **April 06, 2021**

Submitted to: **Mc Carthy Contractors**

Project: **City of Chandler, Ocotillo WWTP,**

Section 11221 – Hyperbolic Mixers

Budget Proposal 90%



INVENT Environmental Technologies Inc.
By: Ing. Marcel Huijboom

218 Little Falls Road, Units 7 & 8
Cedar Grove, NJ 07009

Tel: 973 571 2223
Cell: 201 248 6724
Http://www.invent-et.com

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1 Exception and Remarks on the 90% Specification

1.1 Remarks to Sections 11221

Chapter 11221-1.5-A-4
Shop detailed drawings will not be provided as they are not relevant for the project.

Chapter 11221-2.5-C
INVENT normally supplies Electric motors of SEW Eurodrive, these reliable electric motors will be a combined motor gearbox of reliable design.
>> **INVENT** will propose a deduct for the use of the standard SEW motor gearbox combination.

Chapter 11221-2.5-D
The Motor Gearbox will be supplied factory coating .

Chapter 11221-2.5-E
The INVENT Mixers will not have Bearing Housing.

Chapter 11221-2.5-F
The **INVENT** Mixers will not have a Mixer assembly mounting Bracket included. The Mixers will be supplied including a base plate.

Chapter 11221-2.5-G
The **INVENT** Mixers will not have a Mounting Frame included.

Chapter 11221-2.6-A
The Motor Gearbox will be supplied factory coating .

Chapter 11221-2.7-C
Rotation and rotational direction can only be checked on site.

Chapter 11221-3.3-A-1-4
INVENT Mixer are not submerged and therefore listed test are not applicable and not included in our proposal.

2 Design Basis

2.1 Application

The **HYPERCLASSIC**® Mixing System ensures complete mixing and prevents sedimentation at the lowest possible energy consumption.

2.2 Wastewater Properties

- Origin of the Wastewater:		municipal	
- Medium:		activated sludge	
- MLSS:	≤	5,000	ppm
- Sludge Volume index (SVI):	≥	120	ml/g
- Temperature:		68	°F
- Total Dissolved Solids (TDS):	≤	2,000	ppm
- pH-Value:		6 - 8	

2.3 Plant Data Anoxic Zones

- No. of basins:	8	
- Basin type:	rectangular	
- Length:	37.25	ft
- Width:	30.25	ft
- Water depth:	26.5	ft
- Freeboard:	2.0	ft
- Basin volume:	0.223	Mgal

3 Technical Description of the HYPERCLASSIC®- Mixer Evolution 7

3.1 General Description

The hyperboloid **HYPERCLASSIC®**- Mixing System is a unique mixing system which provides excellent suspending and homogenization in anaerobic or anoxic tanks for biological phosphorus removal or denitrification. Besides application in water and wastewater treatment it can be used in many other mixing applications.

Error! Reference source not found. shows how the hyperboloid **HYPERCLASSIC®**- Mixing System works in a diagram of the system with dry mounted drive in a typical tank, which can be rectangular or round. The characteristic features of the system are the hyperboloid form and the position of the drive. In addition, the flow induced by the mixer is streamlined. The circulation flow in the tank is characteristically generous and in a radial direction starting from the mixer itself, creating a high turbulent flow near to the bottom of the tank to ensure that sedimentations are reliably whirled up again.

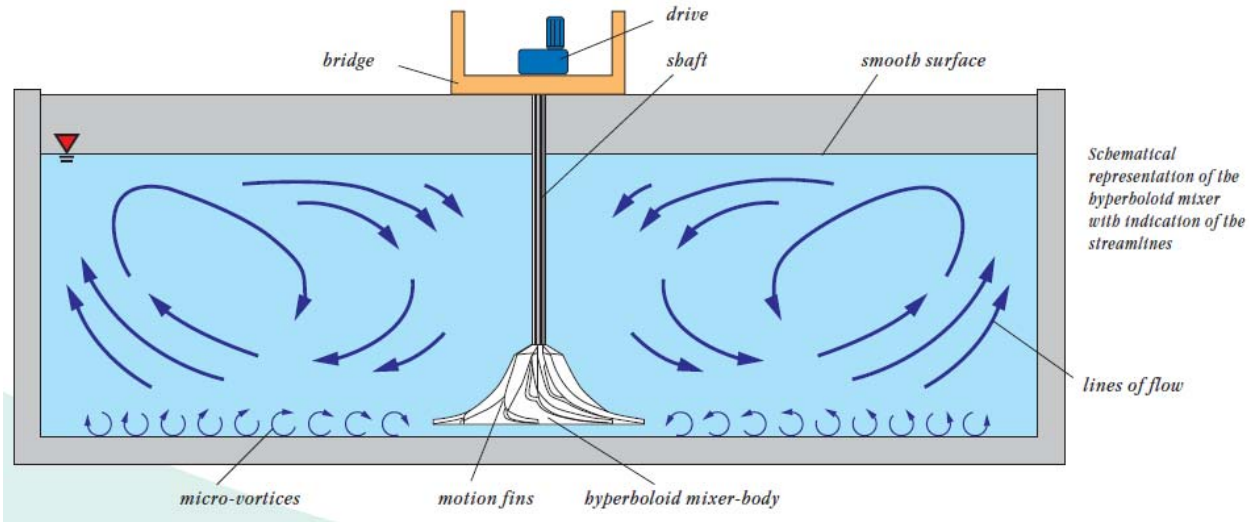
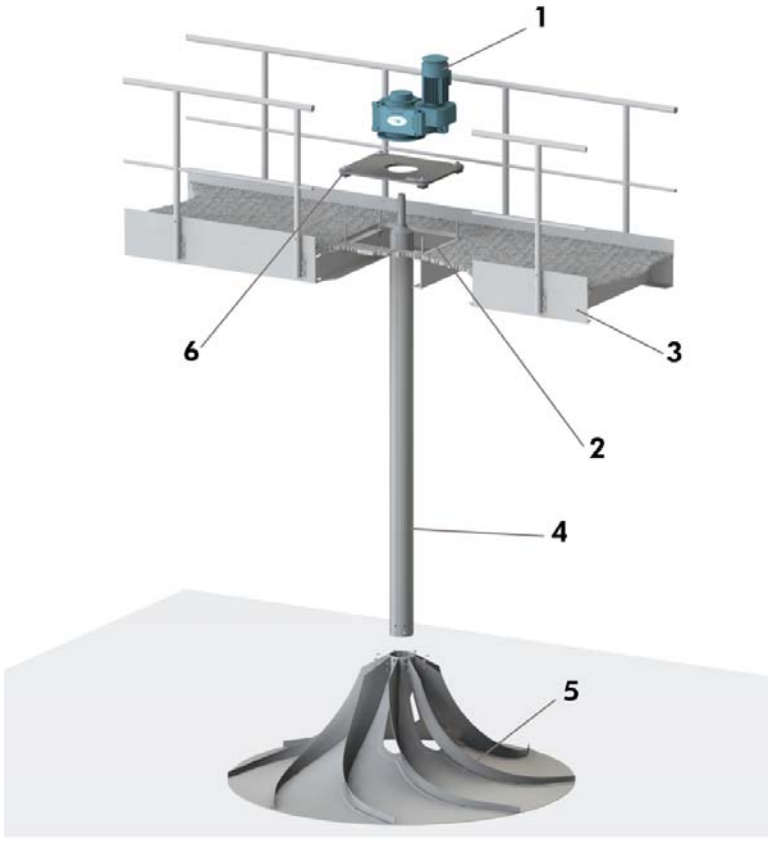


Figure 1: Diagram showing a Hyperboloid-Mixer with a top mounted drive

3.2 Design

The **HYPERCLASSIC**® Mixer consists of a non-clogging Hyperboloid-body, a shaft and a motor with a mounting base. The mixer is supplied including all necessary parts for the assembly on either a steel or a concrete bridge. The individual parts are easy to install and guarantee quick installation. Error! Reference source not found. shows the design in detail.



1. Position 1: Drive unit with parallel shaft helical gear and high efficiency motor for reliable and efficient operation under heavy duty
2. Position 2: Mounting base
3. Position 3: Bridge (not part of the INVENT Scope of supply)
4. Position 4: Shaft
5. Position 5: Optimized Hyperboloid mixer body evolution 7
6. Position 6: Rubber buffers for shock absorbing bearing

Figure 2: Exploded view on a Hyperboloid Mixer with top mounted drive

HYPERCLASSIC® Mixers are always dimensioned in such a way that a bottom bearing is not needed. This means that no parts requiring maintenance are located under water.

3.3 Main Advantages

Due to the above mentioned functional principle and design the **HYPERCLASSIC®**- Mixing System evo7 has serious advantages versus conventional mixers.

Mechanical Advantages	➢ Non-clogging Hyperboloid-body with integrated and optimized transport ribs for optimum fluid acceleration. ➢ All parts under water show high resistance against chloride. ➢ No maintenance relevant parts under water. ➢ No upward driving forces or vibrations on the bridge. ➢ Hyperboloid mixer body is made from high-strength impact resistant polymer material

Process Advantages	➢ The Hyperboloid mixer-body is shaped according to the streamlines of the flow. This prevents any flow separation and guarantees highest efficiency. ➢ The mixer is bottom mounted and therefore provides the highest energy input where sedimentation has to be avoided and sludge flocs have to be whirled up. ➢ The large diameter allows for low speeds and even energy distribution in the tanks. This ensures complete suspension and full homogenization. ➢ A large diameter and low speed also guarantee high energy efficiency and low shear. The sludge flocs cannot be harmed or destroyed. ➢ Oxygen input via the surface and aerosols production do not occur due to minimized surface turbulence. ➢ If the **HYPERCLASSIC®**- Mixing System evo7 is used in series with multiple -mixers per basin the design can be influenced in such a way that virtual walls between the mixers are produced. This improves retention time and avoids high civil construction costs since no separation walls have to be built.

4 Detailed Description and Material Specifications

4.1 Geardrive

The drives for the **HYPERCLASSIC**® Mixers evo7 are exclusively so-called parallel shaft helical geared motors from renowned manufacturers. The drives normally have a high-quality corrosion protection coating, robust weather protective hood, humidity and acid protection of the winding (tropical protection) and optional PTC resistor for thermal protection of the motor.

The gear is rated for a long bearing service life and for adverse operating conditions. The driving shaft is mounted in a hollow shaft and secured by means of a hex screw. The torque is transmitted by a feather key connection. The hollow shaft is covered and sealed with a special hollow shaft cap. The design is shown in *Figure 3*.

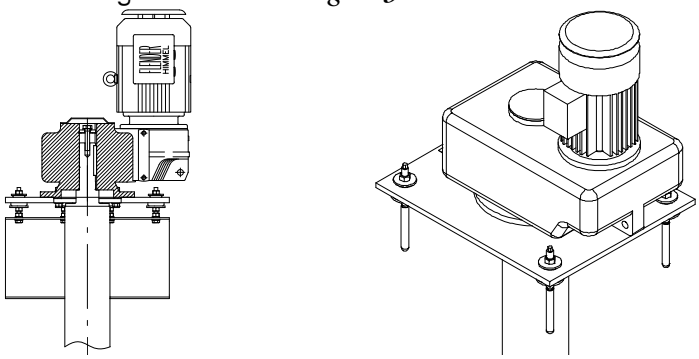


Figure 3: Connection of the Shaft and the Gearbox

The material of the gearbox housing is cast iron covered with a high-quality epoxy coating having. It is connected to the mounting base using a flange connection with stainless steel nuts and bolts.

The motor is a robust three phase squirrel cage motor with helical gear from a renowned manufacturer produced for highly efficient operation having the following specifications:

- weather protection hood
- increased protection of the winding against humidity and acid
- inner corrosion protection of motor
- high-quality protective varnishing against corrosion
- protection type IP55
- ISO-class F

The gearbox is built as a parallel helical gear shaft with the following specifications:

- a calculated lifetime L10 of the bearings of approximately 100,000 h
- high-quality protection against corrosion
- covered hollow shaft

4.2 Mounting base

The mounting base of a **HYPERCLASSIC**® Mixer consists of a gear base plate mounted in rubber buffers connected permanently to the bridge by bolted connection (see *Figure 4*). The gear plate is designed as a distortion-proof steel structure with an impact-proof powder-coated surface. The plate can be leveled out using the threaded bolts which can be adjusted in height. The rubber buffers absorb starting-up jolts, prevent any transfer of vibrations to the bridge and constitute the galvanic separation of the mixer from its surroundings.

The mounting base can be supplied with two different fastening sets: a fastening set for concrete bridges with threaded rods and chemical reaction anchors which are permanently anchored in the concrete, and a fastening set with through bolts for connecting to steel bridges or girders. The following Figure 4 shows the to different way of connecting the mixer to the bridge:

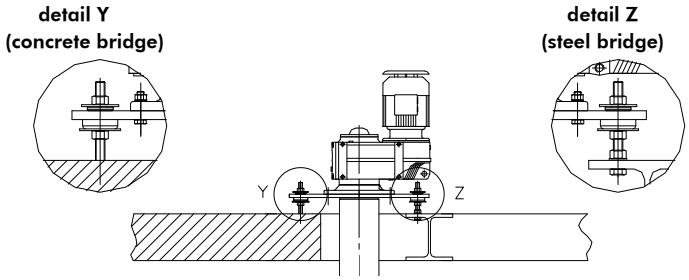


Figure 4: Connection of the Mixer to the Bridge

4.3 Shaft

The drive shaft of the **HYPERCLASSIC**® Mixer evo7 is made from high quality fiberglass reinforced plastic. It is therefore resistant to chemical attack and of course to wastewater. High salt levels as usually encountered when using precipitants or in industrial wastewater treatment plants present no problems to the shaft material. At the top end there is a steel tappet for the connection to the gear hollow shaft. At the lower end there is a screw connection to the mixer body.

4.4 Hyperboloid Mixer Body

- The Hyperboloid Mixer Body is a fluid-mechanical optimized body. The optimized version Evolution 7 shows a developed transport rib design and therefore an energy efficient acceleration of the flow. It is made of made of up to date, high-strength impact resistant polymer material.

5 Scope of Supply

5.1 HYPERCLASSIC® Mixer Configuration

	Quantity	Component	Material
Mixer Configuration	1	Drive Unit (Motor and Gearbox)	Gearbox housing made from cast iron with: ▪ Polyurethane (PU)-coating (primer + PU-topcoat) ▪ Corrosivity Category C3[1] ▪ Color RAL 5018 ▪ Reinforced Bearings ▪ Synthetic Oil suitable from – 20 °C to + 40 °C ▪ Oil Gauge Glass Three-phase asynchronous motor suitable for direct start[2]: ▪ Nema Premium Class ▪ Plastic Fan ▪ Enclosure IP 65
	1	Mounting Base	Carbon steel with powder coating and vibration dampeners
	1	Shaft with flanged connection[3]	High quality FRP
	1	Hyperboloid Mixer Body with flanged connection[3]	High-strength impact resistant polymer material
	1 set	Assembly Hardware	316 stainless steel
	1 set	Assembly Tools	Shaft Clamp

6 Mixer Layout Anoxic Zones

We recommend the following hyperboloid mixer configuration for the wastewater and basin properties described in Section 1, with the following technical data:

- Total Number of mixers :	8	
- Number of mixers per basin/zone:	1	
- Model:	HCM/2500-20-5.0hp	
- Diameter:	98.4	in (2,500 mm)
- CyberProp Add On	70	in
- Speed:	21.9	rpm
- Installed motor power:	5.0	hp
- Power input:	2.4	hp
- Power consumption:	2.9	hp
- Power density:	0.08	hp/1000 cuft
- Power reserve:	≥ 45	%
- Voltage:	460	V
- Nominal current at 460 V, 60 Hz:	7.2	A
- Starting current:	65.5	A
- Total weight:	1,102	lb
- Average bottom flow velocity:	≥ 21.0	in/s
- Mixer pumping capacity:	≥ 10,643	cuft/min
- Distance from bottom:	9.8	in
- Rated torque:	15,400	lb.in
- Start-up torque:	63,141	lb.in
- Static axial force:	1,104	lbf
- Dynamic axial force:	699	lbf

6.1 Remarks

- Motor is ready for frequency inverter use..
- During operation the mixer body has to be sufficiently submerged to avoid additional forces on the shaft and gear. Pass through operation is not allowed by default. Options for pass through operations on request.
- The Mixers will be supplied with the unique CYBERPROP blade to enhance vertical mixing in the basin.



Mixer with CYBERPROP add on

7 Budgetary Pricing 90%

7.1 HyperClassic® Mixer

Total price for the **HYPERCLASSIC®** Mixers as described herein, with packaging:

(8) **HYPERCLASSIC®** Mixers HCM 2500-20-5HP

7.2 Transport and Transport Insurance

Transportation and delivery (DDP) to project site included.

7.3 Site visits by INVENT personnel

Equipment Start-up supervision and assistance:
1 Visit of one **INVENT** technician, each 1 day, including travel and living expenses
1 Visit of one **INVENT** technician, each 2 day, including travel and living expenses

On site training by one **INVENT** technician:
2 Visit of one **INVENT** technician, each 4 hours, including travel and living expenses

Additional field service is available at the prevailing rate at the time of the request

Total price, excluding taxes if applicable: **$ 312,600.-**

7.4 HyperClassic® Mixer - DEDUCT

In case **INVENT** standard SEW-Eurodrive motors and gearboxes are accepted we will be able to deduct the following:

(8) **HYPERCLASSIC®** Mixers HCM 2500-20-5HP with SEW-Eurodrive motors
- Standard coating and NEMA Premuim Efficiency

Deduct for the total of 8 Mixers -/- $ 28,600.-

Excluded are:

- Any walkway or support construction
- Any control panels or H-0-A panels
- Any frequency drives
- Any testing
- All labor to install the equipment
- The unloading of the goods. Buyer is responsible for unloading the goods. The buyer is responsible for keeping goods safe before assembly.
- Lifting gears for the assembly have to be supplied by the client.
- Electricity must also be supplied by the client free of charge.
- The basins must be empty, cleaned and dry for the assembly.
- The assembly will only be supervised by **INVENT**, not installed.
- The drilling of the holes for the chemical anchors.
- Any possible required adjustment of the handrails.
- Electrical connecting of the motors
- Scaffolding to enable the access of side of the concrete platform and bridge, if required.

We reserve the right to carry out technical changes, which serve to the improvement of our products.

Thank you for your interest in the **INVENT** technologies. We look forward to the opportunity to work together.

INVENT Environmental Technologies Inc.

Marcel Huijboom

8 Commercial conditions

8.1 Guarantee

- The guarantee period is 12 months after start up of the system. The guarantee is only valid if all **INVENT** Environmental Technologies Inc guidelines for the operation and start up of the systems have been followed. If the equipment is not put into service, the guarantee period begins at the latest 4 weeks after the completion of the plant construction. If there is no assembly the time of guarantee starts 6 months after delivery and/or notification of readiness for transport.
- Our guarantee is based on the data and documents we have received prior to purchase of the equipment. We assume that the client has informed us about all possible flow obstacles, such as inflows and outflows. Flow disturbances or damages resulting from flow obstacles or other flow generators, inflows, and outflows are not part of our guarantee.

8.2 Delivery Time

Submittal drawings will be provided 6 – 8 weeks after acceptance of purchase order.

The equipment will be ready to ship approximately 22 - 24 weeks after approval of submittal documents and the receipt of down payment.

8.3 Delivery Terms

All prices are ex works unless otherwise indicated.

8.4 Terms of Payment for goods (EXW)

a) 25% upon placement of the order
b) 70 % upon submittal approval
b) 5 % upon delivery, or announcement of readiness for shipment

8.5 Period allowed for payment

All prices are payable net within 30 days after the receipt of the invoice

8.6 Binding period of quote

The offer is valid for 90 days.

9 Commercial conditions

INVENT ENVIRONMENTAL TECHNOLOGIES, INC.

TERMS AND CONDITIONS OF SALE

Offer and Acceptance. ANY ACCEPTANCE OF THIS OFFER IS LIMITED TO ACCEPTANCE OF THE EXPRESS TERMS AND CONDITIONS CONTAINED HEREIN AND IN ANY QUOTATION AND/OR SALES ORDER ACKNOWLEDGEMENT WHICH IS ISSUED BY **INVENT**. ANY PREVIOUS OFFERS MADE BY BUYER, WHETHER WRITTEN OR VERBAL, NOT ALREADY EXPRESSLY ACCEPTED BY **INVENT** IN WRITING ARE HEREBY OBJECTED TO AND REJECTED. IN NO EVENT SHALL THIS OFFER BE DEEMED AN ACCEPTANCE OF ANY PRIOR OFFER BY BUYER. THE TERMS AND CONDITIONS BELOW SHALL SUPERSEDE ANY PROVISIONS, TERMS AND CONDITIONS CONTAINED ON ANY PURCHASE ORDER, CONFIRMATION, OR OTHER WRITING THE BUYER MAY GIVE OR RECEIVE, AND THE RIGHTS OF THE PARTIES SHALL BE GOVERNED EXCLUSIVELY BY THE PROVISIONS, TERMS AND CONDITIONS HEREOF. NO CONTRARY, ADDITIONAL OR DIFFERENT PROVISIONS, TERMS OR CONDITIONS SHALL BE BINDING ON **INVENT** UNLESS ACCEPTED BY **INVENT** IN A WRITING WHICH MAKES SPECIFIC REFERENCE TO THIS OFFER AND ACKNOWLEDGES SUCH MODIFICATIONS OR REVISIONS. ONCE THIS OFFER IS ACCEPTED BY BUYER, THIS ORDER MAY BE CANCELED ONLY WITH **INVENT'S** WRITTEN CONSENT AND UPON TERMS THAT WILL INDEMNIFY **INVENT** AGAINST ANY AND ALL LOSS. **INVENT'S** COMMENCEMENT TO PROCURE THE GOODS OR SHIPMENT OF THE GOODS WHICH ARE THE SUBJECT OF THIS OFFER SHALL BE DEEMED AN EFFECTIVE MODE OF ACCEPTANCE OF THIS SALES ORDER BY BUYER, UNLESS BUYER, WITHIN A COMMERCIALLY REASONABLE TIME AFTER BUYER BECOMES AWARE, OR SHOULD HAVE BECOME AWARE, OF **INVENT'S** COMMENCEMENT TO PROCURE THE GOODS HEREIN OR OF SHIPMENT OF SUCH GOODS, NOTIFIES **INVENT** IN WRITING THAT BUYER OBJECTS TO AND REJECTS THIS OFFER. THIS OFFER IS SUBJECT TO **INVENT'S** CREDIT APPROVAL OF BUYER.

Quotations and Prices; Other Charges. Written quotations automatically expire 90 calendar days from the date issued and are subject to termination by notice within that period. Unless otherwise expressly provided in this sales order, the prices quoted or referred to herein do not include any charges for packaging, freight, transportation, custom duties, tariffs, import or other taxes, insurance, or any other charges relating to the transportation and shipment to or use by Buyer of the products sold under this sales order. Such charges and/or taxes shall be the sole responsibility of and shall be borne exclusively by Buyer. Wherever applicable, any such charges and/or taxes will be added to the invoice as a separate charge to be paid by Buyer. If **INVENT** is required to pay any such charges and/or taxes, Buyer agrees to reimburse **INVENT** for any amounts so paid upon demand.

Payment Terms. **INVENT** shall bill Buyer for all purchases made under this sales order by invoice sent to Buyer at Buyer's address shown on the sales order. All invoices submitted by **INVENT** to Buyer shall be payable net within thirty (30) days after the date of said invoices. All payments due to **INVENT** hereunder shall be paid in United States dollars to **INVENT**, or to such entity or person as is designated by **INVENT**, in accordance with the remittance instructions contained in the invoice. If payment is not received within the prescribed period, interest shall accrue on any unpaid balance from its due date until payment is made at the rate of one and one half percent (1.5%) per month or the highest interest rate allowable by law, whichever is less. If in **INVENT's** opinion the financial condition of Buyer at any time does not justify continuance of production or shipment on the terms of payment specified herein, **INVENT** may require full or partial payment in advance. Buyer understands and agrees that its obligation to make payments to **INVENT** shall be absolute and unconditional under any and all circumstances, whether or not **INVENT** violates any of its obligations described herein or otherwise, and such payments shall not be subject to any defense, set-off, or counterclaim for any reason whatsoever.

Shipment and Delivery. This offer is made with the understanding that it is subject to **INVENT's** ability to obtain the materials necessary to supply the goods hereunder. Unless otherwise indicated on the sales order, all goods shall be delivered F.O.B. **INVENT's** Cedar Grove, New Jersey location. **INVENT** will endeavor to meet all scheduled dates indicated on the sales order, or otherwise requested in writing by Buyer and accepted in writing by **INVENT**; provided, however, that all shipments are subject to **INVENT's** availability schedule. If shipment of goods is delayed at the request of Buyer, then **INVENT** shall be entitled to place the goods in storage for the account of Buyer, and all expenses incurred by **INVENT** in connection with the storage, handling, preservation, or insurance of the goods shall be paid by Buyer upon presentation of **INVENT's** invoice. Method and route of shipment are at **INVENT's** discretion, unless Buyer supplies explicit written instructions and Seller agrees in writing to such instructions. Unless otherwise indicated in the sales order, all shipments are insured at Buyer's expense and made at Buyer's risk. Identification of the goods to the contract shall occur as each shipment is placed in the hands of the carrier. Nondelivery by **INVENT** as to any product shall not be deemed a breach of this agreement. Any non-delivery shall not relieve Buyer from its obligation to accept or be responsible for any subsequent or prior shipment. All shipments shall be packaged in accordance with the standard packaging specified in the sales order. If no particular packaging is specified in the sales order, all goods shall be shipped in accordance with **INVENT's** standard packaging. **INVENT** shall have no responsibility to obtain insurance on any shipment of Product. **INVENT** shall have the additional right, in the event of the happening of any of the above contingencies, at its option, to cancel this contract or any part hereof without any resulting liability. Shipments made within thirty (30) days after specified date of delivery shall constitute a good delivery. Normal tolerances in specifications shall be acceptable. **INVENT** shall not be obligated to take back any packaging materials and Buyer shall be solely responsible, at Buyer's sole cost and expense, for the disposal of packaging materials.

Title and Risk of Loss; Security Interest. Title to and risk of loss and damage for any shipment of goods shall pass to Buyer immediately upon delivery of such shipment to Buyer or its designated agent or upon deposit with a common carrier in accordance with Buyer's instructions, whichever occurs first. **INVENT** shall retain a security interest in the goods shipped to Buyer until the entire balance of the price of such goods and all other monies then due are paid in full. Buyer hereby authorizes **INVENT** to file U.C.C. financing statements, without Buyer's signature, to perfect its security interest in all goods shipped which have not been paid for in full. In the event Buyer defaults on any payment or makes an assignment for the benefit of creditors, or if a proceeding in insolvency or bankruptcy is initiated by or against Buyer, whether voluntary or involuntary, **INVENT** shall have the right to withhold shipments, in whole or in part, and to recall goods in transit, retake same, and remove and/or repossess goods which may be stored with **INVENT** for Buyer's account, without the necessity of taking any other proceedings and to take such other action as may be necessary to protect its security interest, including any other remedies **INVENT** may have at law, in equity, or otherwise. The foregoing rights and remedies shall be in addition to, and not in lieu of, any other rights and remedies which **INVENT** may have hereunder or otherwise, whether at law, in equity, or otherwise.

Product Warranty. **INVENT** warrants that the products supplied hereunder shall conform at time of delivery to the written specifications accepted by **INVENT**, if any, subject to **INVENT's** standard tolerances for variations.

Disclaimer. **INVENT'S** SOLE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR A BREACH OF THE WARRANTY SHALL BE, AT **INVENT'S** SOLE OPTION, CREDIT OR REPLACEMENT OR REPAIR OF THE NONCONFORMING PRODUCT. FURTHERMORE, SUCH WARRANTY SHALL NOT APPLY TO, AND SHALL BE NULL AND VOID WITH RESPECT TO, ANY GOODS (i) WHICH ARE ALTERED, MODIFIED, DAMAGED, REPAIRED, ABUSED, MISUSED, OR IMPROPERLY ASSEMBLED, COMMISSIONED, OR INTEGRATED (WHETHER INTENTIONALLY OR ACCIDENTALLY) BY ANY PERSON OTHER THAN **INVENT** OR ITS AGENTS, (ii) WHICH, NOTWITHSTANDING THEIR NONCONFORMITY, ARE USED OR OTHERWISE ACCEPTED BY BUYER, OR (iii) WITH RESPECT TO WHICH BUYER HAS WAIVED ITS CLAIM FOR REJECTION UNDER THE PROVISIONS OF

THE SALES ORDER. THE FOREGOING WARRANTY SET FORTH ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, AND **INVENT** DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE AND/OR PARTICULAR PURPOSE.

Limitation of Liability. **INVENT** SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY LOST REVENUES, PROFITS, OR BUSINESS OF BUYER OR ITS CUSTOMERS, AGENTS, AND DISTRIBUTORS, RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH, ANY SALE, MANUFACTURE, DISTRIBUTION OR ANY USE OF ANY GOODS OR FOR ANY FAILURE OF SUPPLY OF ANY GOODS FOR ANY REASON, WHETHER OR NOT **INVENT** HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT BE CONSTRUED TO APPLY ONLY TO DAMAGES OCCURRING AS A RESULT OF A BREACH OF PRODUCT WARRANTY, BUT SHALL APPLY TO ANY DAMAGES OCCURRING AS A CONSEQUENCE OF THIS SALES ORDER. BUYER'S SOLE REMEDY FOR BREACH OF PRODUCT WARRANTY IS SET FORTH IN THE PRODUCT WARRANTY SECTION ABOVE.

Acceptance; Rejection. Except as provided in this paragraph, Buyer shall accept all goods shipped in accordance with the terms and conditions of this sales order. Buyer may reject any shipment of any goods to the extent such shipment does not conform in any material respect with the written specifications accepted by **INVENT**, if any. Buyer shall not have the right to reject any goods due to negligible defects. In order to reject a shipment, Buyer must give written notice to **INVENT** within ten (10) days after receipt of the shipment, together with a reasonably detailed written statement of its reasons for rejection. If no such notice is received, then Buyer shall be determined to have accepted the shipment of the goods. In no case shall Buyer return goods without first obtaining **INVENT's** permission in writing. **INVENT** shall, within a reasonable period of time, notify Buyer whether it accepts Buyer's assertions of nonconformity. If **INVENT** disagrees with any alleged nonconformity by Buyer, then an independent party mutually agreed upon by the parties shall analyze the goods in question as may be necessary to substantiate whether the goods rejected by Buyer conformed in all material respects to the specifications accepted by **INVENT** therefore, if any. Both parties agree to cooperate with the independent party's reasonable requests for assistance in connection with its analysis hereunder. Both parties shall be bound by the independent party's results of analysis. The costs incurred by the parties shall be borne by the losing party. If **INVENT** or the independent party confirms the nonconformity, **INVENT** shall, at its sole option, replace (if it has not already done so) the nonconforming goods with conforming products as promptly as reasonably possible or credit to Buyer the purchase price therefor.

Indemnification. Buyer shall indemnify, defend, and hold **INVENT** harmless from and against any and all loss, cost, liability, and expense (including, without limitation, reasonable attorneys' fees and costs) incurred and/or paid by **INVENT** resulting from or arising out of or in connection with (a) any representation or warranty made to any third party by Buyer, its affiliates, agents, distributors, or employees which is not expressly authorized by **INVENT** in writing and (b) any claims asserted or actions filed against **INVENT** by a third party, including claims for personal injury or property damage, except if liability for such claims or actions arises from the willful misconduct of **INVENT**.

Force Majeure. Except where set forth expressly herein, neither party shall be liable for any delay or for any consequence of any delay in the delivery or purchase, as the case may be, of any goods if such delay shall be due to (a) any cause beyond its reasonable control, including, but not limited to, acts of God or the public enemy, acts of terrorism, valid law, acts or requests of any national or provincial government, or of any national or provincial officer or agent purporting to act under duly constituted authority, wars, floods, fires, storms, strikes, lockouts, delivery of nonconforming or defective material, supplies, or equipment, interruptions of transportation,

freight embargoes or failures, exhaustion or unavailability on the open market (or delays in delivery) of material, supplies, equipment, or services necessary for the performance of any provision hereof, or (b) the happening of any unforeseen acts, misfortune, or casualty by which performance hereunder is delayed or prevented; provided, however, that the party so affected will use all commercially reasonable efforts to remedy the situation, except that nothing contained herein shall require such party to make settlement of any labor dispute on terms unacceptable to it and no such party shall be liable to the other for any losses, damages, or costs by reason of its inability to remedy the situation. If any such delay occurs, then (unless the cause thereof shall frustrate or render impossible or illegal the performance of this contract or shall otherwise discharge the same), the parties' periods for performing their respective obligations shall be extended by such period (not limited to the length of the delay) as the other party may reasonably require to complete the performance of its obligation.

Insurance. Buyer agrees to carry and maintain at all times after this sale products liability insurance in good and sufficient amounts to cover products liability claims with respect to all products which are subject to this sales order. Buyer will, upon request, name **INVENT** as an additional insured under such insurance and furnish **INVENT** with proper evidence of such coverage.

Subcontracting and Assignability. This agreement, and the performance of any obligations hereunder, may not be assigned by a party hereto without the prior written consent of the other party, but shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and any permitted successors, assignees, and legal representatives; provided, however, that **INVENT** shall be entitled to assign its obligations under this agreement, without the prior written consent of Buyer, to any corporation which controls, is controlled by, or is under common control with **INVENT** or to any corporation which succeeds as a going concern to the business presently conducted by **INVENT**.

Severability. If any part of this agreement shall be held unenforceable, the remainder of the agreement shall nevertheless remain in full force and effect.

Relationship of the Parties. All parties are independent contractors under this agreement. Nothing contained in this agreement is intended nor is to be construed so as to constitute the parties as partners or joint venturers with respect to this agreement. Neither party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party to any other contract, agreement or undertaking with any third party.

Governing Law; Forum; Enforcement. This sales order and any disputes between the parties arising in connection with this sales order or the agreement resulting from Buyer's acceptance hereof shall be governed by and interpreted in accordance with the laws of the State of New Jersey as if the agreement was performed wholly within the State of New Jersey and without regard to its conflict of law principles. All disputes arising out of this agreement shall be resolved by a court of competent jurisdiction in the State of New Jersey and both parties hereby consent to the jurisdiction of the courts of the State of New Jersey and the Federal District Court for the District of New Jersey; provided that **INVENT** shall have the right to pursue any such action in any court with jurisdiction over Buyer. **INVENT** and Buyer hereby waive and exclude the application of the U.N. Convention on Contracts for the International Sale of Goods in the interpretation and enforcement of this agreement. In the event **INVENT** takes or maintains any action to enforce its rights hereunder and prevails thereafter, Buyer shall reimburse **INVENT** for its reasonable costs and expenses incurred, including, without limitation, reasonable attorneys' fees and costs.

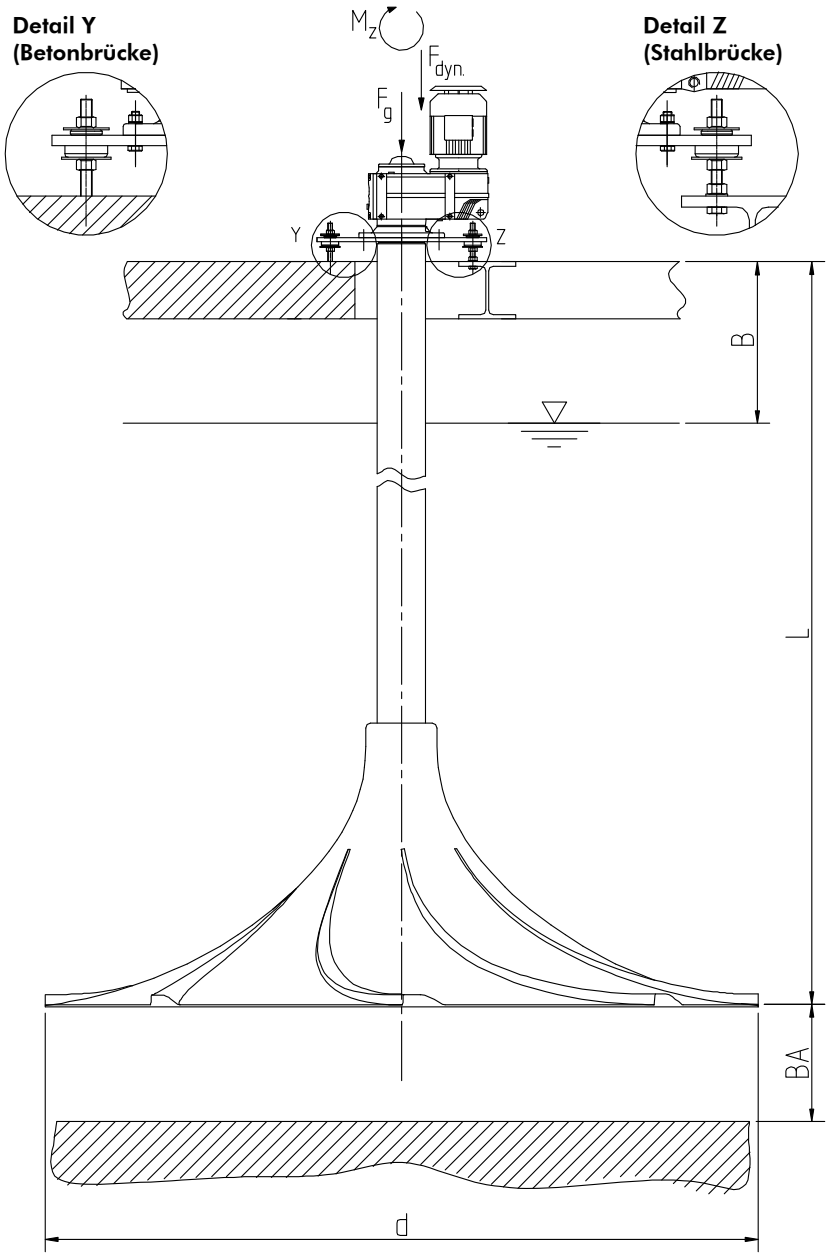
Compliance with Laws. Buyer shall comply with all laws, rules, regulations, and other requirements of local, state, and federal governments in connection with its performance hereunder. Buyer shall obtain and supply, at

Buyer's sole cost and expense, any required import licenses and any other required permits, licenses, approvals, and similar items.

Entire Agreement; Modification; Waiver. This sales order contains the entire agreement of the parties regarding the subject matter hereof and supersedes all prior purchase orders, bills of lading, invoices, proposals, letters of intent, agreements, understandings, and negotiations regarding the same. No modification of this order shall be effective without **INVENT's** written consent. Except as otherwise provided herein, in no event shall this agreement be deemed amendable or amended by any purchase order, bill of lading or invoice issued and/or accepted by either party hereto. Any waiver of strict compliance with the provisions of this order shall not be deemed a waiver of **INVENT's** rights, privileges, claims, or remedies nor of **INVENT's** right to insist on strict compliance thereafter.

Non-Exclusive Royalty Free License: **INVENT** Environmental Technologies Inc grants the Customer a non-exclusive royalty-free license to use any process or apparatus claimed in any patent owned by **INVENT**, but only to the extent that this license is required by Customer to operate the equipment as supplied by **INVENT**. All other rights reserved.

Attachment A – Mixer Layout Drawing



Chandler WRF Improvements Project

GMP 2 Work Category Solicited Subcontractors Summary

Work Category: **11E Secondary Clarifiers**

Subcontractor/Supplier Name	***Status***
Walker (Recommended) (Low if Alternate is included)	*Proposed*
Wes Tech (Low if Alternate is not included)	*Proposed*
Ovivo	*Proposed*
Zima Corp	*Proposed*

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **11E - Secondary Clarifier Mech**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	Walker Process Equipment	Wes Tech Engineering LLC	Ovivo	Zima Corp/Kusters	
		Jeff Thomas	James Hanson	Tor Heimdal	Kenneth Kruse	
		630-892-7921 x5213	801-265-1000	(801) 931-3000	864-576-0660	
		jthomas@walker-process.com	munisales@westech-inc.com	tor.heimdal@ovivowater.com	ken.kruse@zimacorp.com	
	TOTAL WORK CATEGORY PACKAGE VALUE	**$854,427**	**$843,957**	**$1,019,302**	**$1,050,717**	
	MCCARTHY SUBCONTRACT & FRONT END TERMS					
1	Compliant with McCarthy Front Ends	Yes	Yes	Yes	Yes	
2	Bid Submitted on McCarthy Bid Form	Yes	Yes	Yes	Yes	
3	Bid Bond Included with Bid (if over $250k Sub/$500k Supplier)	Yes	Yes	Yes	Yes	
4	Current Bank Reference Letter that shows Subcontractor or Vendor is in good standing. (The date on the letter provided should be within the last 30 days and the letter should include the status of their line of credit.)	No	Yes	No	No	
5	Surety Company	Great American Insurance Co	Fidelity & Deposity Company of Maryland	AIG Insurance Company of Canada	No	
6	Surety AM Best Rating (Must be A- or Better)	Yes	Yes	Yes	No	
7	AM Best Financial Size X($500M to $750M) or higher	Yes	Yes	Yes	No	
8	Anticipated contract amount is less than the Federal UW Limit as listed on the Treasury Listing	Yes	Yes	Yes	No	
9	Bond/CDI Cost	1.200%	1.440%	2.500%	1.295%	
10	Included Insurance Requirements (Per Matrix)	Yes	Yes	Yes	Yes	
11	GL Insurance Company Name	National Trust Insurance Co	Zurich American Insurance Co	AIG Insurance Company of Canada	No	
12	GL Insurance Carrier AM Best Rating (Must be A- or Better)	Yes	Yes	Yes	No	
13	PRL Insurance (If required by the Front Ends)	Yes	Yes	Yes	Yes	
14	Pollution Insurance (If required by the Front Ends)	N/A	N/A	N/A	N/A	
15	Tier 1 Approved	Yes	Yes	Yes	No	
16	Tier 2 Approved	N/A	N/A	N/A	N/A	
17	Safety Items:	N/A	N/A	N/A	N/A	
18	OSHA Recordable Incident Rate (Current)	N/A	N/A	N/A	N/A	
19	Agrees to comply with PPE requirements including 100% glove policy	N/A	N/A	N/A	N/A	
20	Acknowledges updated ladder policy (platform ladders)	N/A	N/A	N/A	N/A	
21	Task Hazard Analysis included for all tasks	N/A	N/A	N/A	N/A	
22	Tie-off above 6' required	N/A	N/A	N/A	N/A	
23	Includes Hoisting for Sub's Own Work Scope	N/A	N/A	N/A	N/A	
24	Acknowledges Soils Report	N/A	N/A	N/A	N/A	
25	Acknowledges Addenda	Yes	Yes	Yes	Yes	
26	Hold Bid for 150 Days	Yes	Yes	$35,940	Yes	
27	Pricing good for the duration of the project	Yes	Yes	$23,960	Yes	
28	Sales Tax Excluded	Yes	Yes	Yes	Yes	
29	**COVID-19 Market Questions**					
30	How has your work program been impacted by the COVID-19 situation? % of work stopped or delayed by more than 2 weeks?	No	No	No	No	
31	Have you had any future work opportunities canceled or delayed? What % of your future sales are projected to be impacted by COVID-19?	No	No	No	No	
32	Are you suffering productivity loss that is impacting the ability to complete work on time?	No	No	No	No	
33	Have you had any difficulty with employees not wanting to come to work because of the risk of infection?	No	No	No	No	
34	Have you experienced any unusual voluntary turnover as a result of COVID-19?	No	No	No	No	
35	Have you had to furlough or make a reduction in staff or go to a reduced workweek as a result of COVID-19 market conditions?	No	No	No	No	

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **11E - Secondary Clarifier Mech**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	Walker Process Equipment	Wes Tech Engineering LLC	Ovivo	Zima Corp/Kusters	
		Jeff Thomas	James Hanson	Tor Heimdal	Kenneth Kruse	
		630-892-7921 x5213	801-265-1000	(801) 931-3000	864-576-0660	
		jthomas@walker-process.com	munisales@westech-inc.com	tor.heimdal@ovivowater.com	ken.kruse@zimacorp.com	
	TOTAL WORK CATEGORY PACKAGE VALUE	**$854,427**	**$843,957**	**$1,019,302**	**$1,050,717**	
36	Have you experienced and/or do you anticipate any issues with existing suppliers or vendors?	No	No	No	No	
37	Do you have any overseas suppliers that may be impeding your supply chain?	No	No	No	No	
38						
39	Per Plans & Specifications	Yes	Yes	Yes	Yes	
40	Division 1 as it relates to this scope of work	Yes	Yes	Yes	Yes	
41	05051 - Anchor Bolts, Toggle Bolts, and Concrete Inserts	Yes	Yes	Yes	Yes	
42	05500 - Metal Fabrications	Yes	Yes	Yes	Yes	
43	09900 - Painting	Yes	Yes	Yes	Yes	
44	11335 - Secondary Clarifier Mechanism	Yes	Yes	Yes	Yes	
45	13128 - Electric Operator	Yes	Yes	Yes	Yes	
46	16161 - Control Panels	Yes	Yes	Yes	Yes	
47	16485 - Variable Frequency Drives - Low Voltage	Yes	Yes	Yes	Yes	
Scope of Work						
Base Bid:		$837,325	$824,777	$798,667	$1,017,084	
48	Provide all labor, materials, tools, equipment and appurtenances as required to perform the Work Category 11E - Secondary Clarifier Mechanism, in accordance with and reasonably inferable from the Contract Documents, complete and without exception unless otherwise noted below, including, but not limited to the following:	Yes	Yes	Yes	Yes	
49	Check to Spec completed and submitted to McCarthy	Yes	Yes	Yes	Yes	
50	2 year warranty from Final Acceptance (Aug 2023)	Yes	Yes	Yes	Yes	
51	(2) Complete Clarifier Mechanisms; Center column, bottom feed, peripheral overflow with center drive mechanism rotating and suspended cage with 2 spiral sludge scraper rake arms and two rotating scum skimming arms	Yes	Yes	Yes	Yes	
52	Column support structure	Yes	Yes	Yes	Yes	
53	Walkway bridge with stairs, center platform, and handrail	Yes	Yes	Yes	Yes	
54	Walkway bridge to be prime coated steel with alum grating	Yes	No- Alum	-$30,000	Yes	
55	Final Coating	By WC 09E	By WC 09E	By WC 09E	By WC 09E	
56	Access Stairs to Clarifier	$11,620	Yes	$13,000	$13,000	
57	Torque Monitor (Not a spec requirement)	-$11,800	Yes	Yes	Yes	
58	Scum Skimmer	Yes	Yes	$44,074	Yes	
59	Scum Trough	Yes	Yes	Yes	Yes	
60	Launder brushes	Yes	Yes	Yes	Yes	
61	Effluent Weir Plates	Yes	Yes	Yes	Yes	
62	Scum Baffles	Yes	Yes	$86,600	Yes	
63	Density Baffles and Weirs including FRP Washers and 304 SST Hardware	Yes	Yes	Yes	Yes	
64	Control Panels; Local Vendor for control panels	Yes	Yes	$15,000	Yes	
65	Energy Dissipating Inlet Equipment	Yes	Yes	Yes	Yes	
66	Structural Steel to be 304 SST	Yes	Yes	Yes	Yes	
67	Hardware to be 316 SST	Yes	Yes	Yes	Yes	
68	Painting and surface prep	Yes	Yes	Yes	Yes	
69	Spare Parts per the Specifications	Yes	Yes	Yes	Yes	
70	Factory Test the Control Panel Prior to shipment	Yes	Yes	Yes	Yes	
71	Field Torque Test	Yes	Yes	Yes	Yes	

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **11E - Secondary Clarifier Mech**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	Walker Process Equipment	Wes Tech Engineering LLC	Ovivo	Zima Corp/Kusters	
		Jeff Thomas	James Hanson	Tor Heimdal	Kenneth Kruse	
		630-892-7921 x5213	801-265-1000	(801) 931-3000	864-576-0660	
		jthomas@walker-process.com	munisales@westech-inc.com	tor.heimdal@ovivowater.com	ken.kruse@zimacorp.com	
	TOTAL WORK CATEGORY PACKAGE VALUE	**$854,427**	**$843,957**	**$1,019,302**	**$1,050,717**	
72	Equipment start up and testing per specification	Yes	Yes	Yes	Yes	
73	Oil/Lubrication Needed for Start Up	$2,450	$2,500	$2,500	$2,500	
74	Structural calculations stamped by Engineer	Yes	Yes	Yes	Yes	
75	Strobe light and weather proof housing with non-corrodible industrial type relay/reset button to be provided	Yes	Yes	Yes	Yes	
76	Shipping shall be FOB jobsite	Yes	Yes	Yes	Yes	
77	Provide all anchors and epoxy required for the installation of the equipment	Yes	Yes	Yes	Yes	
78	Preventative maintenance procedures	Yes	Yes	Yes	Yes	
79	O&M's per specification section 01781	Yes	Yes	Yes	Yes	
80	Training: per the Spec - 1 Trip 1 (8) Hour days not including travel time	Yes	Yes	Yes	Yes	
81	Performance testing: Per Spec	Yes	Yes	Yes	Yes	
82	Startup days/trips included: 2 trips, 3 (8) hour days not including travel time	Yes	Yes	Yes	Yes	
83	Cost per additional day/trip: 1 trip for 1 (8HR) Day	No	$2,300/Day	No	No	
84	Addition Trip Days	$4,600	$4,600	$4,600	$4,600	
85	Storage and Protection	$2,100	$2,100	$2,100	$2,100	
86	**GMP 1 Early Submittal**	-$2,000	-$2,000	-$2,000	-$2,000	
87	COVID-19 Scope Items					
88	Proposal includes CDC, Federal, State and Local OSHA guidelines for COVID-19.	Yes	Yes	Yes	Yes	
89	Your proposal shall include all productivity, schedule, and other impacts to cost and schedule.	Yes	Yes	Yes	Yes	
90	All personnel onsite must maintain 6'0" spacing between personnel and shall have facemasks on at all times that align with CDC, Federal, State or Local OSHA guidelines for COVID-19.	Yes	Yes	Yes	Yes	
91	Work activities that require personnel to be closer than 6'0" must have a plan presented and approved by McCarthy before work activity commences. Work activities within 6'0" shall also include the appropriate masks and PPE while performing the work.	Yes	Yes	Yes	Yes	
92	All tools and equipment used must be sanitized each day.	Yes	Yes	Yes	Yes	
93	Personnel must comply with all hand washing and sanitizing requirements set by McCarthy.	Yes	Yes	Yes	Yes	
94	Subcontractors with onsite trailers must sanitize trailer interior high contact areas and restroom facilities daily. Subcontractors must have a plan approved by McCarthy to maintain 6' social distancing within the trailer as required by the AHJ.	Yes	Yes	Yes	Yes	
95	Personnel are not allowed to carpool to the site or while onsite.	Yes	Yes	Yes	Yes	
96	Any personnel reporting symptoms must be immediately reported to McCarthy and follow the appropriate testing and quarantine protocols.	Yes	Yes	Yes	Yes	
97						
98	End of Scope					
99	Bond/CDI Cost	$10,132	$11,980	$24,861	$13,433	
	TOTAL WORK CATEGORY PACKAGE VALUE	**$854,427**	**$843,957**	**$1,019,302**	**$1,050,717**	

08-19-2014 Rev.
Front Ends

BID PROPOSAL

Date 4/6/21

Bid Proposal of * WALKER Process Equipment Div. of McNish Corp. (hereinafter called "Bidder")

a ** Corporation organized and existing under the laws of the State of Ohio.

* Insert name of firm.
** Insert corporation, partnership, or individual, as applicable.

(INSERT OWNER'S ADDRESS)
TO: McCarthy Building Companies, Inc.
6225 North 24th Street, Suite 200
Phoenix, Arizona 85016

The Bidder, in compliance with your Invitation for Bids for the construction of Chandler Water Reclamation Facility Improvements having examined the Contract Documents entitled City of Chandler, Chandler WRF Improvements Project, and other related documents and being familiar with the site of the proposed work, and with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, and the progress of work to date, if any, hereby proposes to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, superintendence, perform all work, provide all services, and to construct all work in accordance with the Contract Documents set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required.

The Bidder shall attach a copy of Bidders' detailed estimate to its Bid Proposal. This estimate shall identify all quantities shown in the documents or anticipated along with corresponding labor, material and equipment pricing.

After Bid Proposals are received, tabulated, and evaluated by McCarthy, said Bidder agrees to meet with McCarthy for the purpose of determining any duplications, omissions, or mutually agreed bid adjustments. For these meetings, the Bidder agrees to provide a complete, detailed cost breakdown; a list of all sub-subcontractors proposed for use in the work; and a list of all items, materials and their manufacturers proposed for use in the work.

The Bidder, if awarded a Subcontract, agrees to commence work and to fully complete its Work in accordance with a schedule to be established in collaboration with McCarthy under the provisions of the Additional Subcontractor Conditions of the Specifications.

The Bidder acknowledges receipt of the following Addenda: 1, 2, 3, 4

BASE BID:

The Bidder agrees to perform all Clarifier Mechanism (herein insert the title of the Work Category as it appears in the Additional Subcontractor Conditions) Work for Work Category No. 11E, as described in the Contract Documents, for the Lump Sum of Eight Hundred thirty Seven thousand, three hundred twenty five DOLLARS ($ 837,325.

BID BREAKDOWN:

Airport WRF Total Amount $_____

- Aeration Basin $_____.
- Blower Piping $_____.
- Blower Ductbank $_____.
- Filters $_____.
- Maintenance Bldg $_____.

Ocotillo WRF Total Amount $_____

- Aeration/Anoxic $_____.
- RAS/WAS PS $_____.
- Clarifiers 1& 2 $ 837,325 .
- Filters $_____..
- MCC Replacement $_____..
- Reservoir $_____..
- Roads/Sitework $_____..

Performance & Payment Bond Cost *(If Applicable)* $ 10,050

Total Subcontract Amount $ 847,375

The name of the proposed Bonding Company is Great American Insurance Co.

Bond rate 1 %

All applicable taxes, except sales and use taxes on materials and equipment which are affixed and made a part of the real estate of the Project, are included in the above Base Bid. Bidder agrees that this Bid Proposal shall be good and may not be withdrawn unless McCarthy does not send Bidder a Subcontract within one hundred ~~twenty (160) calendar days~~ fifty (150) calendar days after the opening date of Bid Proposals.

(Amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

ALTERNATES:

The Bidder further agrees that if any or all of the Alternates listed and described below are incorporated and accepted within sixty (60) calendar days after receipt of a Subcontract from McCarthy, the Bidder will adjust its Subcontract by the amount indicated opposite the Alternates listed below.

ALTERNATE NO. 1: Filter Disc in Basin 7 Installation:

ADD the sum of $_____.

ALTERNATE NO. 2: Clarifier 3 Rehabilitation

ADD the sum of $ 381,950 .

ALTERNATE NO. 3: Sludge Holding Tank and Blower Bldg No. 2 4,585

$386,535

P+P Bond Cost

ADD the sum of $_____.

ALTERNATE NO. 4: Removal/Replacement of Diffusers in 2 Aeration Basins

ADD the sum of $_____.

ALTERNATE NO. 5:_____

ADD the sum of $_____.

CHANGE ORDER RATES: (Add separate sheet as needed)

Markup % (on rates and material): _____.

Position: _____ Rate: _____.

Position: _____ Rate: _____.

Equipment: _____ Rate: _____.

Equipment: _____ Rate: _____.

SAFETY RECORDS

The Bidder certifies to the following Experience Modification Rates (EMR) and Incidence Rates for the three (3) most recent years:

	Year 2018	Year 2019	Year 2020
1. Compensation Experience Modification Rate:			
2. Incidence Rate:			
(a) Number of hours employees worked in the year.			
(b) Number of cases defined as recordable, from the OSHA Form 300 Log.			
(c) Total Recordable Incidence Rate = (b) x (200,000 hours) / Hours Worked (a)			

The Bidder understands that McCarthy reserves the right to reject any or all Bid Proposals and to waive any informalities or irregularities therein.

SELECT AS APPROPRIATE

☐ The Bidder has completed the Prequalification Form together with all other required data for McCarthy's' Contractor Default Insurance Program; OR

☒ The Bidder has not completed the Prequalification Form together with all other required data for McCarthy's' Contractor Default Insurance Program because the Bidder has provided the Form and all such information to McCarthy in the past 12 months for the following project:

_____ Project, which bid on: _____.

RESPONSIVE BID REQUIREMENTS:

DO NOT ENCLOSE YOUR STANDARD TERMS AND CONDITIONS

If any exceptions are taken to the requirements of this Proposal form, attach a separate sheet listing those exceptions, stating the sections and paragraphs and the specific exception.	(initials)
In submitting this proposal, the Bidder certifies that this bid is valid for 150 calendar days.	(initials)
In submitting this Proposal as described herein, we agree to complete the work in accordance with the included Preliminary Construction Sequence.	(initials)
In submitting this Proposal, the Bidder certifies that all cost for extended warranties to start on the date of Substantial Completion is included.	(initials)
In submitting this proposal as described herein, we confirm that we have received, reviewed and agree to all commercial terms stated in the McCarthy Subcontract and Purchase Order Agreement. Any exception taken to the commercial terms stated in these Agreements must be listed on a separate sheet noting the article or paragraph and the specific exception. ***Bidders attached Standard Terms and Conditions will not be acknowledged or accepted as part of any given bid.***	(initials)
In submitting this proposal as described herein, the Bidder certifies that this bid is coordinated based on a complete set of documents and that there will be no claims for change order based on the assertion that the Bidder did not have a complete set of Bidding Documents.	(initials)
In submitting this proposal, the Bidder certifies that they have included all spare parts, training, O & M Manuals, shop drawings and administration costs as associated to comply with the requirements of the specifications and as listed for their scope of work.	(initials)
A bid will be considered non-responsive if the Subcontractor Pre-Qualification Form is not completed as part of the Bid Form **(or on file at McCarthy office)**.	(initials)
The Bidder, by submitting their bid, represents that they have read and understand the scope requirements of the Bidding Documents.	(initials)
The Bidder certifies that any proposed materials in this scope of work meet or exceeds the requirements stated in the specifications unless noted otherwise within this proposal.	(initials)
The bidder certifies that the price listed in this bid is a firm Price through the final delivery of the materials proposed herein, and that no material escalation will be accepted as part of this proposal.	(initials)

Within fifteen (10) days after receipt by the Bidder from McCarthy of the Subcontract or Purchase Order, the Bidder will execute and return to McCarthy said Subcontract or Purchase Order and if notified from McCarthy that Bidder is not to be enrolled in McCarthy's Contractor Default Insurance Program, deliver to McCarthy Performance and Labor and Material Payment Bonds for the Subcontract or a Supply Contract Bond for the Purchase Order, or the difference between the amount of the bid and such larger amount for which McCarthy may subcontract with another party to perform the work covered by said bid, together with all court costs, all attorney fees and all other expense of recovery, all of which shall not exceed the Bid Security attached in the amount of 15% of the bid, will become the property of McCarthy. The bonds shall name McCarthy as Obligee.

If an Individual:

Authorized Signature: _____

Name (print): _____

Email: _____

Business Address: _____

_____

If a Partnership:

Authorized Signature: _____

Name (print): _____

Email: _____

Authorized Signature: _____

Name (print): _____

Email: _____

Business Address: _____

_____

If a Corporation:

Authorized Signature: Jeffrey C Thomas

Name (print): Jeffrey C. Thomas

Email: jthomas@walker-process.com

Title: Regional Sales Manager

Business Address: 840 N. Russell Ave

Aurora, IL 60506

Telephone (630) 892-7921 x5213

Contractor License Number: _____

General Liability Insurance Carrier (not the agent): National Trust Ins Agency

*Please attach a sample certificate of insurance and current W9 form to your bid.

Division of McNish Corporation

Dedicated to the
Water and
Wastewater Industry

Walker Process Equipment
840 North Russell Avenue
Aurora, Illinois 60506-2853
E-Mail: walker.process@walker-process.com
Website: www.walker-process.com
Phone: 630-892-7921
Fax: 630-892-7951

DATE: **March 31, 2021**

TO:
MCCARTHY BUILDING COMPANIES, INC.
PHOENIX, AZ 85016

SUBJECT: **Chandler, AZ -GMP2**
ENGINEERS: **Wilson Engineers**
BID DATE: **April 7, 2021**
PROPOSAL NO.: **21-0037S**

Gentlemen:

We are pleased to submit this proposal as our offer to sell and furnish the following equipment:

Specification Section 11335 – Secondary Clarifier Mechanism (Work Category 11E)

This proposal is divided into the following sections that together form our complete proposal:

Pricing Summary	Pg. 2-4
Scope of Supply and Clarifications	Pg. 5-6
General Items	Pg. 7-8
Terms and Conditions of Sale	Pg. 9-10
Mechanical Warranty	Pg. 11-12

If we can furnish any clarifications or additional information, please contact our Representative, Ryan Spielman of IES Southwest, Inc., at 480-575-0780. We look forward to the opportunity of working with you in the execution of this project.

Sincerely,
WALKER PROCESS EQUIPMENT
Division of McNish Corporation

Jeffrey C. Thomas
Regional Sales Manager

WPE PROPOSAL included to Show Scope of Supply ONLY Pg 5-6 JT 4/6/21

PRICING SUMMARY

Listed below is a summary of prices for equipment as noted within this proposal. The prices are for equipment as described herein, F.O.B. shipping point with freight prepaid via truck, exclusive of any taxes. Prices quoted herein are based upon the estimated schedules shown, and receipt of approved submittal drawings in our factory within six (6) weeks from the date of our transmittal letter.

NOTE: Please refer to the following pages for clarifications to our scope of supply.

SECTION 11335: (Base Bid)
Two (2) Walker Process Pier supported clarifiers, Type "RSP-S-(S)"
for Installation (by others) in existing 100'-0" dia. concrete tanks #1 & #2
for the price of . . . $_____

Optional Add Item:
Two (2) FRP Weirs, Baffles and Density Current Baffles, supports, 316 stainless steel fasteners, and anchor bolts, for the **Optional Adder price** of . . . $_____

SECTION 11335: (ALT. No. 2)

One (1) Walker Process Pier supported clarifier, Type "RSP-S-(S)" for installation (by others) in existing 100'-0" dia. concrete tank #3, for the price of . . . $_____

Optional Add Item:

One (1) Set FRP Weirs and Baffles, supports, 316 stainless steel fasteners and anchor bolts, for the Optional Add Price of . . . $_____

TIME OF ACCEPTANCE: This offer to sell is subject to receipt of your purchase order on or before October 7, 2021.

The number of this proposal must be referenced in the Purchaser's purchase order. The prices quoted in this proposal are based upon and subject to Purchaser's acceptance of the Terms and Conditions of Sale attached to this proposal. WPE reserves the right to change the prices quoted if the subsequent Purchase Order changes or modifies in any manner, the Scope of Supply or the attached Terms and Conditions of Sale, unless WPE's written consent is first obtained. This proposal shall become a binding contract for the scope of equipment supply and mechanical warranty responsibility, upon acceptance by Purchaser and approval by WPE as provided for in the Terms and Conditions of Sale.

TERMS OF PAYMENT:

95% net 30 days upon shipment of materials, or upon offer of shipment.

5% net 30 days upon start-up of the equipment or within 90 days of final shipment, whichever occurs first.

When multiple structures or partial shipments are involved, each structure or its equivalent tonnage will be considered a unit for payment.

Invoices not paid within 30 days from date of invoice will bear interest at the rate of two percent (2%) per month.

These terms are completely independent from, and in no way contingent upon, when you receive payment from the Owner and/or prime contractor. Walker Process prices do not include sales, use, excise, or other similar taxes, and all such taxes shall be paid by the Purchaser. Our offering does not include bonds of any kind, which the purchaser may require.

The price in the quotation includes seven (7) service manuals. If additional copies are required, prices will be provided upon request.

PRICE ADJUSTMENTS:

Due to continuing escalation in the cost of materials used by Seller to manufacture its products, the prices quoted are subject to escalation after Seller's receipt of Buyer's order through the date Seller is first able to purchase the materials required to manufacture the goods being sold to Buyer hereunder. Price increases based on escalation shall be determined by the applicable material indexes.

Increases in costs incurred by Seller from third party vendors and/or fabricators that exceed 2% of the cost used by Seller to determine the price quoted to Buyer for items not manufactured by Seller or for fabrication work performed with respect to the goods purchased by Buyer shall be passed through to Buyer based upon the actual price increase made by such third party.

Seller, in its sole discretion, shall determine whether to make price adjustments based on escalation or third party price increases. In either event, Seller shall give Buyer written notice of all price adjustments made pursuant to the foregoing provision. If Buyer does not agree to accept such price adjustments, Seller reserves the right to cancel this order, in which event Seller shall have no further obligation or liability to Buyer, provided, however, that Buyer shall be liable to Seller for the agreed upon purchase price for any goods or services received by Buyer from Seller prior to such cancellation.

TERMS AND CONDITIONS:

Please refer to the attached Terms and Conditions of Sale, which form an integral part of this proposal.

FIELD SERVICE:

Our prices include the services of a factory field service technician for checkout, initial start-up, testing, commissioning, and/or instruction of plant personnel as noted in the "Scope of Supply". Refer to the attached General Items regarding our Terms of Field Service.

SCOPE OF SUPPLY

SECTION: 11335 - ENGINEERS' SPECIFICATIONS
SECONDARY CLARIFIER MECHANISMS

Two (2) Walker Pier-Supported Collectors, Type "RSP-S-(S)" for 100'-0" dia. x 14'-0" S.W.D. tanks #1 & #2 with floor slope 1:12.

WALKER PROCESS WILL SUPPLY:

Spur gear drive with an overload protection device, aluminum bridge and platform with handrails and walkway, influent feed well, L.A. EDI well, drive cage, center pier, RAS adaptor, collector arms with spiral flights and squeegees, skimmer and scum trough, control panel, launder brushes, spare parts, fasteners, anchorage and template.

SHOP PAINTING:

Submerged ferrous surfaces will be 304 stainless steel.

Non-submerged ferrous surfaces will be aluminum.

The drive unit will be shop assembled and painted with one (1) shop coat of Tnemec N69-1211 primer. The motor and primary reducer will be provided with the original manufacturer's standard finish paint.

Aluminum, stainless steel, galvanized steel, plastic and other special materials will not be shop painted.

FIELD SERVICE:

As required, but not to exceed six (6) trips and twelve (12) days of mechanical service.

ESTIMATED SCHEDULE:

Based on current deliveries by suppliers and our projected workload, we estimate that we can ship fabricated materials in accordance with the schedules listed below. Approval Schedule is shown in weeks after receipt of order with complete information. SCHEDULE COMMITMENTS ARE SUBJECT TO REVISION AND MUST BE CONFIRMED AT TIME OF ORDER.

Submittal of Approval Drawings	5 weeks
Shipment, after Receipt of Approval. .	27 weeks

EXCLUSIONS: Although shown on the plans and/or specifications, the following are not included in this offering.

1. Unloading, hauling or storage or erection
2. Influent or effluent piping
3. Sludge or scum piping, fittings and valves
4. Access stairway or platform to the equipment bridge
5. Handrail around the perimeter of the tank
6. Weir troughs and supports
7. Weir plates, scum baffles or supports **(unless purchased as an optional adder item)**
8. Adhesive dispenser for any adhesive anchors, if used
9. Neoprene gasket, caulking, or mastic sealant between weir plates and concrete wall
10. Density Current Baffle System **(unless purchased as an optional adder item for Clarifiers #1 & #2)**
11. Electrical conduit, wiring, and supports
12. Light Fixtures and duplex receptacles
13. Field painting or welding
14. Shims/Shim Sets
15. Lubricating oil or grease
16. Scum Spray System (i.e. piping, spray nozzles, valves, limit switches and supports)
17. Tools (no special tools are required)
18. Hose rack or hose bibb station
19. Any item(s) not specifically indicated as provided in the above scope of supply

GENERAL ITEMS

SAFETY REGULATIONS: Equipment and specified accessories supplied by WALKER PROCESS will comply with the Occupational Safety and Health Act of 1970 as may be amended to date of order. Purchaser will be responsible for specifying items required by the Act, which depend upon the particular service or operating methods of the Owner.

PAINTING: If Purchaser's equipment has shop painting included in the price, as outlined in the main body of this proposal, please take note of the following:

Our prices are based on shop surface preparation and shop coat(s) as outlined in the main body of this proposal. In the event that an alternative paint system is selected by the Purchaser, Walker Process Equipment (WPE) requires written notification and data from Purchaser on the alternate paint selected. With Purchaser's agreement, WPE will then either adjust our price as may be necessary to comply or ship the material unpainted if compliance is not possible, due to application problems or environmental controls.

Shop primer paint is intended to serve only as minimal protective from the time of application (usually for a period not to exceed 30 days). Therefore, it is imperative that the finish coat normally be applied within 30 days of shipment on all shop coated surfaces. Without final coating(s) protection, primer degradation will likely occur after this period, which in turn may require renewed field surface preparation and field coating by Purchaser and/or Field Painting Contractor.

All field surface preparation, field paint, field touch-up, and field repair to shop coated surfaces are not by WPE. WPE will not be responsible for condition of shop primed or shop finished painted surfaces after equipment leaves its shops. Purchaser is invited to inspect painting in our shops for proper surface preparation and shop coating application prior to shipment.

WPE assumes no responsibility for field surface preparation or field touch-up of shop coatings related to shipping damage or handling damage. Any bruises, mars and/or scratches caused by loading, shipping, unloading and handling the equipment must be immediately touched up in the field by Purchaser and/or Field Painting Contractor prior to any equipment storage or equipment installation. WPE will not accept any responsibility for rusting due to equipment not receiving additional coats in the field by the Purchaser and/or Field Painting Contractor.

Purchaser must advise WPE in writing of any and all concerns regarding the shop applied surface preparation and/or the shop applied coating(s) before equipment is installed. WPE will not accept any backcharges related to either the shop applied surface preparation or the shop applied coating(s) after equipment has been installed.

Application of field coating(s) shall be in strict compliance with the coating manufacturer's recommendations. Prior to application of field coat(s), the Purchaser and/or Field Painting Contractor must ensure that the maximum recoat time for the shop coating, as set forth by the shop coating manufacturer, will not be exceeded. If the maximum recoat time will be exceeded, the Purchaser and/or Field Painting Contractor shall consult the shop coating manufacturer for necessary surface preparation prior to applying subsequent top coats. Application of field coating(s) shall be construed as the Purchasers and Field Painting Contractors full acceptance of both the shop applied surface preparation and the shop applied coating(s). WPE will not accept any backcharges related to either the shop applied surface preparation or the shop applied coating(s) after field coatings are applied.

All finish coats are not by WPE unless otherwise stated in the main body of this proposal. Finish coats must be the same type and by the same paint manufacturer as the prime coat, to ensure optimum compatibility and avoid invalidation of the paint warranty. The Purchaser and Field Painting Contractor are responsible that the field finish coating system is fully compatible with the shop applied coating(s).

Painting of fasteners and other touch-up to painted surfaces will be by Purchaser and/or Field Painting Contractor after mechanism erection.

No shop coatings are used by WPE on aluminum, stainless steel of other non-ferrous metals, or on galvanized metal, unless specifically designated.

All pipes, tubes, etc., 14" in diameter and larger, which receive shop surface preparation as outlined in the main body of this proposal, receive both interior and exterior shop surface preparation and shop coating. For pipes, tubes, etc., smaller than 14" in diameter, shop surface preparation and shop coating only extends into the ends of the pipes, tubes, etc., as far as the gun will reach without inserting the gun within the pipe or tube.

Motors, gear motors, and other components not manufactured by WPE will be painted solely with the originating manufacturer's standard paint system. No additional shop coatings are applied by WPE for components not manufactured by WPE.

Prior to field sandblasting, the Purchaser and/or Field Painting Contractor shall protect all gears, motors, drives, mixers, shafting, electrical controls, seals, breather vents and miscellaneous items of equipment that could be damaged by sandblasting or entry of sand. Painting can damage seals and plug breather vents on the drive units. WPE will not be responsible for leaks or loss of lubricant due to field applied paint of seals and/or vents.

Evaluation of dry film coating thickness complies with the requirements of industry standard SSPC-PA2, "Paint Application Specification #2 Measurement of Dry Coating Thickness With Magnetic Gages."

ADHESIVE (EPOXY) ANCHORS: WPE specifically excludes all responsibility for field installation of adhesive anchors, all field installer certifications of adhesive anchors, and all equipment and appurtenances required to field install the adhesive anchors.

RECEIVING MATERIAL: Upon receipt of each shipment, the Contractor/Purchaser should check the goods received against the tally on the PACKING LIST provided by WPE. If any items are missing, an appropriate notation should be made on the shipping papers and WPE should be notified immediately. Shipments for which no shortages are reported to WPE within fourteen (14) days of delivery to the jobsite will be considered complete as listed on the PACKING LIST.

STORAGE/PROTECTION: All motors, drives, shipping cartons containing sensitive equipment, and any other items that would reasonably deem special care be exercised in storage must be stored inside or adequately protected from moisture, and exposure. Walker Process will not be responsible for damage or deterioration due to improper handling, exposure or inadequate protection.

FIELD INSTALLATION: The equipment described and offered in this proposal is to be field installed by OTHERS. Walker Process will provide General Installation instructions, as a guide only, to assist installer who is presumed to be experienced, competent and equipped to handle and install the equipment as offered herein. It is the Contractor's responsibility to furnish any erection aids he deems necessary.

FIELD SERVICE: Field service quoted is not supervisory but advisory only and is offered subject to the express agreement that our function and responsibilities are limited to inspection, interpretation of assembly drawings and IOM manuals, and identification of materials for proper assembly and operation.

In order to assure the availability of servicemen, a minimum of four- (4) weeks advance notice will be required to schedule service requests. In most cases, this will enable us to schedule service when requested by Purchaser. If less than four (4) week's notice is given, we cannot guarantee availability when requested, and also may result in premium charges to Purchaser's account.

In the event we arrive when requested, and the jobsite is not ready for the service, we will deduct the days/trips from the allotted time included in the scope, or invoice the Purchaser at the per diem rate plus actual travel expenses.

At the request of the Purchaser, we will furnish additional service of a field service representative at $1,000 per diem plus actual travel, housing, and meal expenses. Consultation or advisory services of a process engineer or staff engineer within the continental limits of the United States will be charged at the rate of $1,200 per diem plus actual travel, housing, and meal expenses. There will be no credit for using less days or trips than the amount identified within this proposal.

The per diem rates quoted are for normal site work schedule, eight (8) hours per day, five (5) days per week; all overtime and Saturday work to be invoiced at one and one half the per diem rate; Sunday and legal holiday work to be invoiced at double the per diem rate.

GENERAL ITEMS NOT INCLUDED: Unless specifically indicated to the contrary in the scope, the following items are excluded from our offering:

INSPECTION FOR DAMAGE UPON ARRIVAL, UNLOADING, HAULING OR STORAGE, SHIMS/SHIM SETS, ALL ELECTRIC CONTROLS, CONDUIT, WIRING AND ALARMS, GREASE FITTINGS, GREASE LINES, LUBRICATING OIL OR GREASE, INFLUENT PIPE, SLUDGE OR SCUM PIPING AND FITTINGS AND VALVES, FIELD PAINTING OR WELDING, CONCRETE WORK, INSTALLATION OF EQUIPMENT, ANCHORAGE TEMPLATES, LABOR AND MATERIALS TO REPAIR DEFECTS CAUSED FROM SHIPPING AND HANDLING AND INSTALLATION, HANDRAILS AND WALKWAYS NOT LOCATED ON EQUIPMENT BRIDGE, TOOLS, SPARE PARTS, VIDEO TAPES/TAPING OF INSTRUCTIONS/TRAINING SESSIONS.

If this proposal includes an offer for WPE to provide field inspection services of existing equipment, the price shown does not include any material or labor necessary to provide safe access to all areas that require visual inspection, such as scaffolding, ladders, lifts, lighting, safety harnesses, testing for air quality in confined areas, breathing apparatus, safety observers, safety permits or any other materials or labor required for the inspections. The contractor is solely responsible to coordinate the draining and cleaning of all tanks and structures to be inspected and to provide all material and labor required to assist WPE with the inspection.

When field service is requested to inspect existing structures, the following conditions shall apply:

- *The field inspection services will be performed to generally accepted industry professional standards and WPE will use ordinary skill in providing field inspection services.*
- *The Customer shall provide well-ventilated access to all areas requiring inspection and will provide all required scaffolding, ladders, safety equipment, tools, surveying equipment, labor assistance etc., required to perform the field inspection services.*
- *The Customer shall completely drain and clean all tanks, structures and access areas prior to WPE providing field inspection services.*
- *The Customer shall understand that WPE personnel are not corrosion experts, coatings experts, or failure analysis experts; All field inspections are strictly limited to "visual" observations and do not encompass measuring structural members or structural analysis.*
- *The Customer shall satisfy itself as to the adequacy and accuracy of the information provided by WPE personnel and shall take complete responsibility as to the use of the information provided by the WPE personnel and the information contained within the WPE field inspection report, which will be provided by WPE to the Customer.*
- *WPE makes no warranty of any kind, expressed or implied with respect to the field inspection services.*

MECHANICAL WARRANTY

Walker Process Equipment, division of McNish Corporation ("Seller") warrants, to Buyer that all products and parts of its manufacture ("Goods") are free from defects in material and workmanship on the date of shipment. Seller's obligation under this Mechanical Warranty is to replace or repair, at no charge to Buyer and the original user of the Goods. any Goods which proves to Seller's satisfaction to have a defect in material or workmanship that interferes with the mechanical operation of the Goods under normal use and service within two (2) year from date of initial operation of the Goods or twenty seven (27) months from date of shipment, whichever time period first occurs (the "Warranty Period").

If, within the Warranty Period, Buyer gives Seller prompt written notice of any defects in the Goods, Seller shall then, as Buyer's sole remedy, repair or replace, any such Goods, which Seller determines, in its sole discretion, to have failed under normal use. Unless otherwise agreed to, in writing, by Seller, (i) all repairs or replacements shall be made F.O.B. Seller's manufacturing facility or other locations designated by Seller; and (ii) Buyer shall be solely responsible for the cost of any labor required in order to allow Seller to gain access to the Goods in order to allow Seller to assess the claimed defects; and (iii) Buyer shall be responsible for all costs of installation of all Goods replaced or repaired by Seller under this Warranty. If Seller determines that any claimed defect is not, in fact, covered by this Warranty, Buyer shall pay Seller its then customary charges for any repairs or replacements made by Seller. Any suit or action brought under this Warranty must be commenced not later than ninety (90) days after the expiration of the Warranty Period, notwithstanding any statute of limitations to the contrary. Buyer shall provide Seller with satisfactory evidence that all the Goods have been maintained in accordance with Seller's instructions as stated in the installation, operations and maintenance (IOM) manual provided by Seller to Buyer.

This Warranty does not apply to, and is rendered null and void by, any Goods which, after leaving Seller's manufacturing plant, are: (i) repaired or altered without Seller's prior written approval; or (ii) improperly stored, installed or operated, including any Goods operated beyond its rated capacity or without required safety devices and protective measures; or (iii) the subject of intentional or negligent misuse, misapplication, neglect, or accident; or (iv) installed contrary to Seller's instructions; or (v) the subject of start-up, inspections, or instructions in the operation or maintenance performed by any person who is not an authorized representative of Seller; or (vi) damaged from corrosion, erosion, or any other deterioration occurring after the Goods, or parts thereof, leave the point of manufacture; or (vii) not maintained in accordance with Seller's instructions as stated in the Installation, Operation and Maintenance (IOM) Manual provided by Seller to Buyer.

This Mechanical Warranty shall not apply to products or parts which are not manufactured by Seller. Buyer's sole remedy for defective products and parts not manufactured by Seller shall be solely as provided under the warranty, if any, of the original manufacturer of such products and parts. All warranty claims for defective products and parts not manufactured by Seller shall be submitted directly to the original manufacturer for coverage.

The obligations of Seller under this Warranty are subject to, and contingent upon, Buyer not being in breach of any of its payment obligations to Seller for the Goods.

This Warranty is provided by Seller, and accepted by Buyer, in lieu of all other warranties and remedies, express or implied. Seller disclaims the implied warranties of merchantability and fitness for a particular purpose, and any implied warranties arising from course of performance, course of dealing, or usage or trade. Seller shall not be liable under this Mechanical Warranty to Buyer or any other party for direct, special, consequential, indirect or incidental damages of any kind, including, but not limited to, loss of profits. Seller's sole obligation and Buyer's exclusive remedy for warranty claims relating to any Goods is as stated in this Mechanical Warranty.

buoyant force load from the water. The size of the baffle shall be as shown on the Drawing. Provision shall be made to vent gases from beneath the baffle. All the installation fasteners shall be Type 304 stainless steel.

C. Baffle supplier shall expressly warrant the baffles to be free of defects in materials and workmanship for a period of five years from the date of installation. Baffle walls shall be black in color.

2.18 PAINTING AND SURFACE PREPARATION

WPE

A. All non-submerged steel shall be sandblasted to SSPC-SP-6 and given one coat of Series 135 Chembuild, 3-4 mils dry film thickness (DFT). ~~All submerged steel shall be sandblasted to SSPC-SP-10 and given one coat of Series 91-H20 Hydro-Zinc, 3-4 mils DFT. All cast iron surfaces shall be solvent scrubbed with stiff bristle brush followed by brush-off abrasive blast cleaning to a minimum surface profile depth of 1.5 mils and given one coat of Series 69-1255 H.B. Epoxoline, 3-4 mils DFT.~~

CONTRACTOR Field Applied

B. All non-submerged steel shall be given a final coat of Series 73 Endura-Shield; one coat, 3-4 mils DFT. All submerged steel shall be given a final coat of Series WH02 (tank white Potapox; one coat, 4-6 mils DFT. All cast iron surfaces shall be given one final coat of Series 73 Endura-Shield; one coat, 3-4 mils thick. Manufacturer shall provide two 2 gallon containers of each final coat with the equipment for field touch-up. Color selection shall be approved by ENGINEER prior to application.

WPE

C. Prior to assembly of the drive unit, the castings shall have been sandblasted and thoroughly cleaned to remove any foreign particles in the drive base. After assembly, the drive mechanism shall be solvent cleaned and power wire brushed as needed prior to application of manufacturer's standard primer.

WPE

D. Gear motors shall be furnished with manufacturer's standard enamel.

2.19 SPARE PARTS

A. The following parts are to be furnished:
1. All sight glasses and oil gauges.
2. One set of seals for each secondary clarifier mechanism.
3. One set of overload control device switches.
4. One set of squeegees for each mechanism.
5. A quantity of fasteners equal to 10% of each type of fastener used with exception of anchor bolts.
6. A drive main bearing complete with all liners, balls, and drive seals if less than 200,000 hour design.
7. One set of seals for each wash water flocculation arm drive unit.
8. Any additional spare parts recommended by the manufacturer.

2. OSHA 1910.144.

I. At completion of construction activities of other trades, touch-up and restore damaged or defaced painted surfaces.

J. Architectural Color Schedule: Colors indicated are by Tnemec Company, Inc.: www.tnemec.com.
   1. Shading Devices: Match existing colors at existing Administration Building located on site.
   2. Exterior Hollow Metal Doors and Frames: Match existing colors at existing Administration Building located on site.
   3. Exposed CMU, Interior: 11WH White.
   4. Interior Hollow Metal Doors and Frames: 33GR Grey.
   5. Exposed Gypsum Board, Interior: 07WH Winter Mist.

K. Colors: All colors as selected by ENGINEER from manufacturer's standards except as follows:
   1. Color of safety stripe at bollards match PPG 6-330 Safety Yellow.

2.3 PAINT SYSTEMS - INTERIOR AND EXTERIOR

A. Field Primed Steel and Ferrous Metal:
   1. Exterior Exposure, Hot Air Carbon Steel Pipe:
      a. Surface Preparation: SSPC-SP6/NACE 3 Commercial Blast Cleaning with a minimum angular anchor profile of 1.5 mils.
      b. Prime Coat: Prime Coat: Series 69-1255 (beige) H.B. Epoxoline II; one coat; 4-6 mils DFT (dry film thickness).
      c. Finish Coat: Series 75 Endura-Shield II; one coat; 3-5 mils DFT.
   2. Exterior Exposure:
      a. Surface Preparation: SSPC SP6 Commercial Abrasive Blast Cleaning.
      b. Prime Coat: Series 69-1255 (beige) H.B. Epoxoline II; one coat; 4-6 mils DFT (dry film thickness).
      c. Finish Coat: Series 73 Endura-Shield; one coat; 3-4 mils DFT.
   3. Interior Exposure:
      a. Surface Preparation: SSPC SP6 Commercial Abrasive Blast Cleaning.
      b. Prime Coat: Series 69-1255 (beige) H.B. Epoxoline II; one coat; 3-5 mils DFT.
      c. Finish Coat: Series 69 H.B. Epoxoline; one coat; 4-6 mils DFT.
   4. Immersion or Partial Immersion Exposure:
      a. Surface Preparation: SSPC SP10 Near-White Metal Abrasive Blast Cleaning.
      b. Prime Coat: Series 66 H.B. Epoxoline; one coat; 4-6 mils DFT.
      c. Finish Coat: Series 69 H.B. Epoxoline II; one coat; 4-6 mils DFT.

B. Shop and Factory Primed Steel:
   1. Exterior Exposure:

WPE

CONTRACTOR

a. Field Prime Coat (over factory prime coat): Series 135 (beige) Chembuild; one coat; 3-4 mils DFT.
b. Finish Coat: Series 73 Endura-Shield; one coat; 3-4 mils DFT.

2. Interior Exposure:
   a. Field Prime Coat (over factory prime coat): Series 135 (beige) Chembuild; one coat; 3-4 mils DFT.
   b. Finish Coat: Series 69 H.B. Epoxoline; one coat; 4-6 mils DFT.
3. Immersion or Partial Immersion Exposure:
   a. Surface Preparation: Brush off abrasive blast cleaning if required for recoat of the shop primer. Coating surface to be clean, dry, and free of contaminants prior to application of the field coats.
   b. Prime Coat: Series 66 H.B. Epoxoline; one coat; 2.5-3 mils DFT.
   c. Finish Coat: Series 69 H.B. Epoxoline II; one coat; 4-6 mils DFT.

C. Galvanized Steel and Non-Ferrous Metals:
1. Exterior Exposure:
   a. Surface Preparation: Brush-off abrasive blast cleaning.
   b. Prime Coat: Series 69-1255 (beige) H.B. Epoxoline II; one coat; 3-4 mils DFT.
   c. Finish Coat: Series 73 Endure-Shield; one coat; 3-4 mils DFT.
2. Interior Exposure:
   a. Surface Preparation: Clean, dry and free of contaminants.
   b. Prime Coat: Series 135 (beige) Chembuild; one coat; 3-4 mils.
   c. Finish Coat: Series 69 H.B. Epoxoline II; one coat; 4-6 mils DFT.
3. Immersion or Partial Immersion Exposure:
   a. Surface Preparation: Brush-off abrasive blast cleaning.
   b. Prime Coat: Series 66 H.B. Epoxoline; one coat; 4-6 mils DFT.
   c. Finish Coat: Series 69 H.B. Epoxoline II; one coat; 4-6 mils DFT.

D. Ductile and Cast Iron:
1. Exterior Exposure:
   a. Surface Preparation: Solvent scrub with stiff bristle brush, followed by brush-off abrasive blast cleaning to a minimum surface profile depth of 1.5 mils DFT.
   b. Prime Coat: Series 69-1255 (beige) H.B. Epoxoline II; one coat; 3-5 mils DFT.
   c. Finish Coat: Series 73 Endura-Shield; one coat; 3-4 mils DFT.
2. Interior Exposure:
   a. Surface Preparation: Clean, dry, and free of contaminants.
   b. Prime Coat: Series 135 Chembuild; one coat; 4-6 mils DFT.
   c. Finish Coat: Series 69 H.B. Epoxoline II; one coat; 4-6 mils DFT.
3. Buried:
   a. Surface Preparation: Solvent scrub with stiff bristle brush followed by brush-off abrasive blast cleaning to a minimum surface profile depth of 1.5 mils DFT.
   b. Prime Coat: Series 69-1255 (beige) H.B. Epoxoline II; one coat; 3-5 mils DFT.

Summary of the Walker Gear Torque Limiting Systems

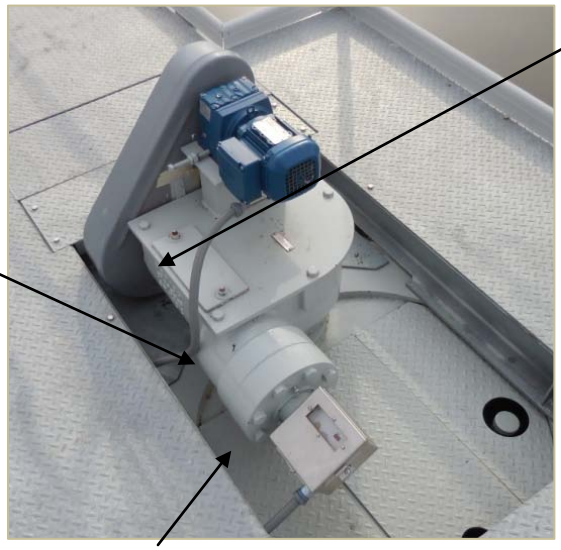
Drive Systems for circular collectors are often specified to produce a rated output torque that could be damaging to the mechanism attached to it unless that torque is limited. A typical torque limiting device includes 3 levels of protection against damage from excessive torque levels. The first level comes from an electrical switch which activates a remote alarm of a high but not damaging torque level. The second is an electrical switch which overrides the drive motor control system and shuts the drive down. The third is a mechanical shear pin which when damaging torque levels cause the shear pin to fracture, disengages the spur gear drive.



WPE offers 2 solutions for Torque Limiting protection.

The WPE Torque Indicator and Limiting System (WTI)

The lateral movement of internal gear components compresses an internal spring assembly. The greater the torque developed by the gear, the more pressure is exerted on the springs



The final protection against unusually high and potentially damaging levels of torque is the shear pin, located inside the gear assembly.

The WTI enclosure houses 2 micro switches which are in contact with the springs and are activated by factory calibrated pressures which correspond to the proper torque for the 2 alarm points.

While robust and time-proven, the WTI may not provide the level of process information, accuracy and adjustability state-of-the-art treatment processes require. Thus the new **Walker WTM** system was developed:

The WPE Torque Monitor and Limiting System (WTM)

The same Walker Spur Gear is shown here after being retrofitted in the field with a new WTM.



The original internal springs of the replaced WTI are removed and replaced with a high precision load cell which is in direct contact with internal gear components. The load cell is calibrated for 0.25% FSL accuracy and provides a direct measurement of the force applied to the gear components due to the actual torque applied to the drive.



The original WTI enclosure and micro switches are replaced with a NEMA 4X enclosure with digital indication of % of full load torque, power control and indication, torque alarm point activation and a 4-20mA analog output of torque, for field wiring to the plant SCADA. The enclosure can also be made to contain the complete drive motor control system.

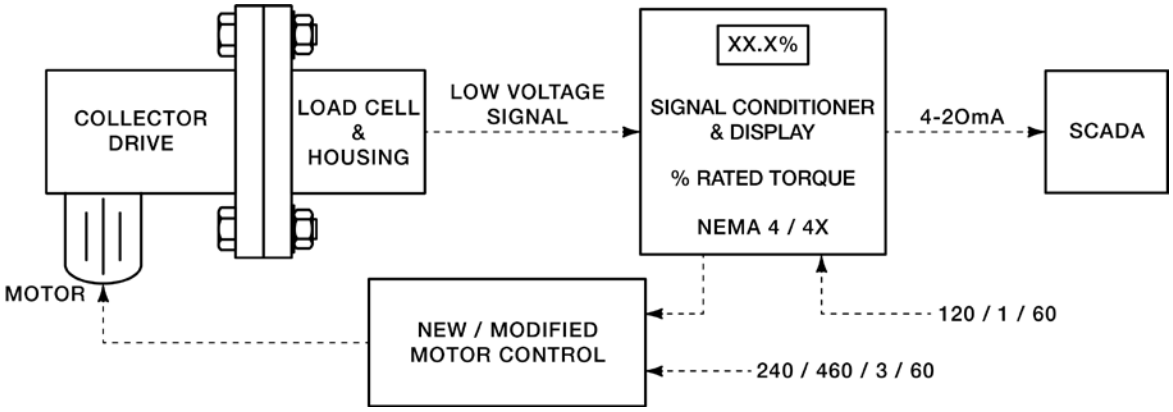
Optional USB torque data storage device

Typical Specifications for the WTM

- The overload protection system shall include a load cell and signal conditioner with digital display. The signal conditioner will display the torque on the mechanism as the percent of AGMA rated continuous torque. The signal conditioner shall have two alarm relays, one to close an alarm circuit when the load reaches the alarm running torque of the drive assembly and one to cut off the motor when the load reaches the cut-off running torque of the drive assembly, and a 4-20mA analog output signal for remote monitoring of torque.

- The WTM can be supplied with new Spur Gear Drives or retrofitted in the field to Single Pinion Spur Gears in 42", 60" and 80" sizes as well as to Dual Pinion Spur Gear Drives in 60" and 80" sizes. In addition, the WTM can be supplied or field fitted to almost any WPE Worm Gear Bridge Mounted drives in sizes of 14, 16, 28 and 41.

Typical WTM Electrical Schematic

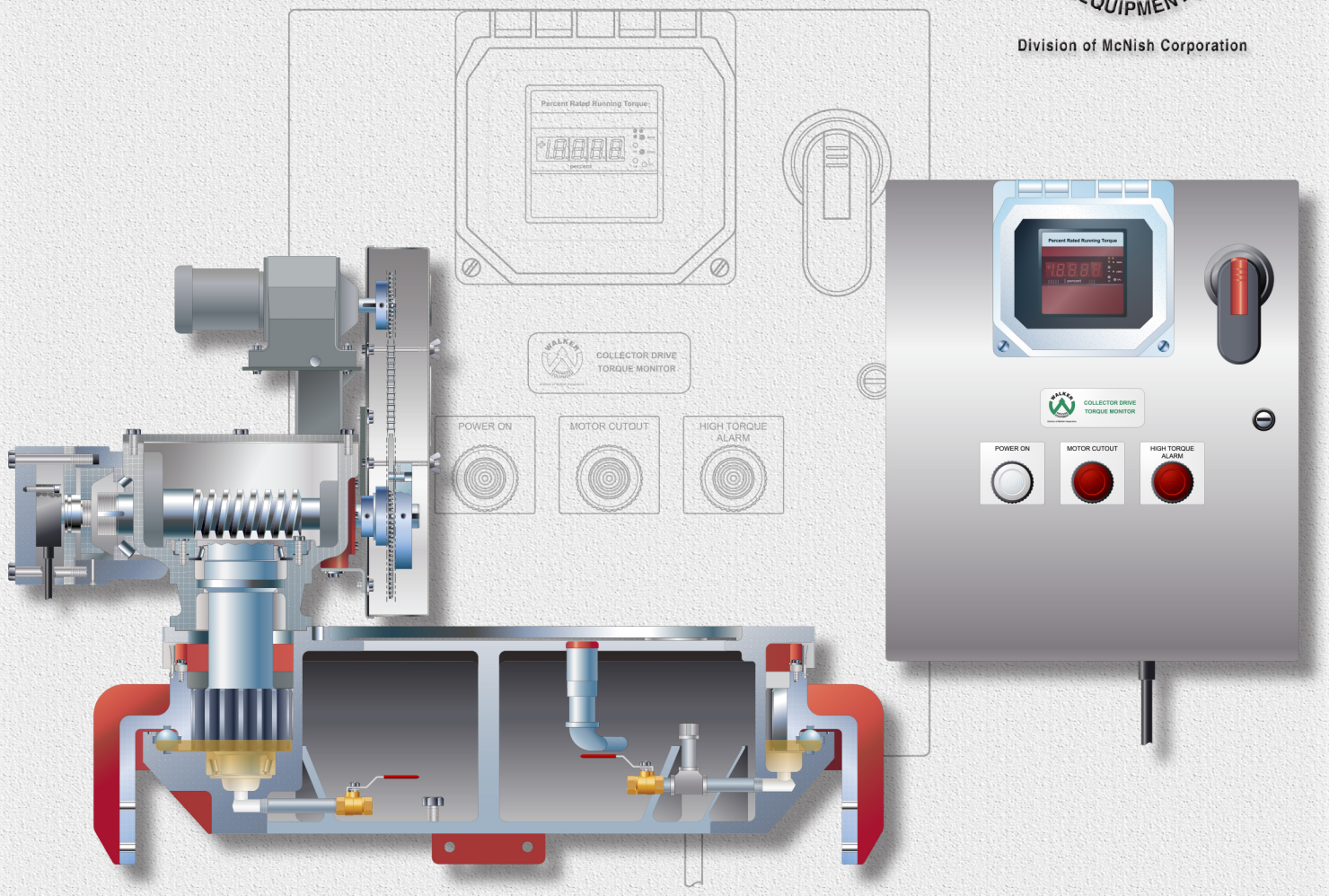


For questions about or inquiries for retrofitting the WTM to your collector gear assembly, please contact Walker Process Equipment through our website, www.walker-process.com or our Local Representatives.

Walker Torque Monitor (WTM)

For Circular Collectors and Thickeners

Division of McNish Corporation



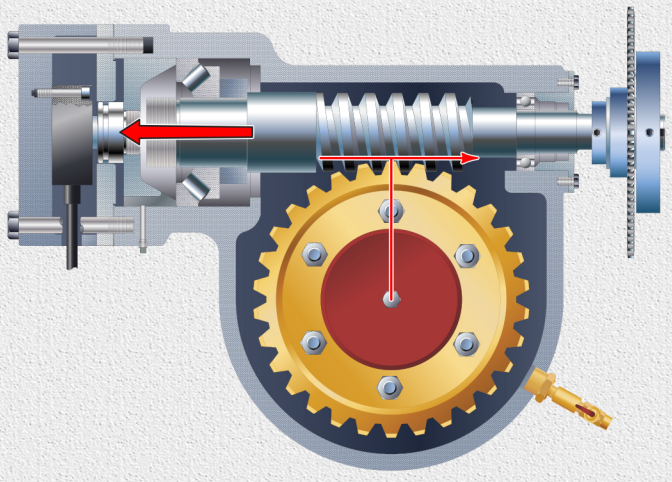
The WTM is a Newly Developed Torque Monitoring System that provides continuous and accurate indication of Torque Level at the gear and remotely through a 4-20 mA signal.

The **Walker Process® Torque Monitor (WTM)** provides accurate indication, through a digital display, of the torque being produced by the gear to rotate the mechanism.

The **WTM** system includes a precision load cell located in the gear housing that measures the level of load on the gear. A low voltage signal is transmitted from the load on the load cell to a signal conditioner located in a panel mounted near the drive unit. The signal conditioner displays the percent of full load torque on the face of the panel. The signal conditioner can also send a 4-20 mA signal for remote monitoring of torque in a SCADA control system.

TORQUE MONITOR

- Load Cell is Sealed in the Worm Gear Housing
- No Moving Parts
- NEMA 4X Panel
- Digital Indication of Percent Full Load Torque
- Factory Set and Field Adjustable Relays for Alarm and Motor cutout
- Provides 4 – 20 mA Signal for Remote Monitoring
- Available with USB Port for Recording Torque Level
- Can be Retrofitted to all Walker Process Drives

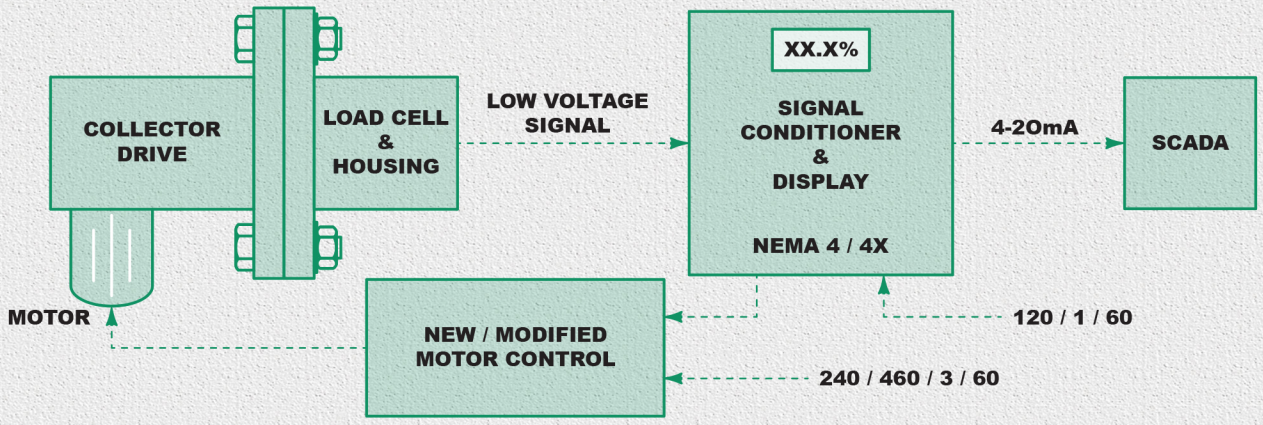


The load cell measures the worm shaft thrust required to rotate the worm gear. The force on the load cell has a direct relationship to the torque being produced by the gear to turn the mechanism.



Instrument Panel is mounted on the handrail and allows easier viewing of the digital readout at or near the drive unit.

The digital readout is mounted in a NEMA 4X panel that includes a disconnect switch and lights that indicate power on, high torque alarm, and motor cut-off.





- The Load Cell is sealed within the worm gear housing and does not have any moving parts that may require maintenance.
- The Instrument Panel is NEMA 4X and provided either in Fiberglass or 304 Stainless Steel.
- The basic Panel is provided with indicator lights for power on, high torque alarm, motor cutoff, and a digital display for percent of full torque.

Optional accessories include:

- USB data storage device to record torque levels.

Walker Process Equipment
Division of McNish Corporation
840 N. Russell Ave. ● Aurora, IL 60506 ● 1-800-992-5537
www.walker-process.com

Chandler WRF Improvements Project

GMP 2 Work Category Solicited Subcontractors Summary

Work Category: **11F Fine Bubble Aeration System**

Subcontractor/Supplier Name	***Status***
Sanitaire (JCH)	*Recommended*
SSI	*Proposed*
EDI	*Proposed*
Aquarius	*Declined*

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **11F - Fine & Coarse Aeration Systems**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	Sanitaire/JCH	EDI	SSI Aeration		
		Ed Martin	Fred McCabe	Kiran Kumar Banala		
		602-359-6424	573-507-5122	(845) 392-1172		
		egm@jchinc.com	fred.mccabe@wastewater.com	kiran@ssiaeration.com		
	TOTAL WORK CATEGORY PACKAGE VALUE	**$175,539**	**$153,123**	**$197,723**		
	MCCARTHY SUBCONTRACT & FRONT END TERMS					
1	Compliant with McCarthy Front Ends	Yes	Yes	Yes		
2	Bid Submitted on McCarthy Bid Form	Yes	Yes	Yes		
3	Bid Bond Included with Bid (if over $250k Sub/$500k Supplier)	No	N/A	N/A		
4	Current Bank Reference Letter that shows Subcontractor or Vendor is in good standing. (The date on the letter provided should be within the last 30 days and the letter should include the status of their line of credit.)	Yes	Yes	Yes		
5	Surety Company	N/A	N/A	N/A		
6	Surety AM Best Rating (Must be A- or Better)	N/A	N/A	N/A		
7	AM Best Financial Size X($500M to $750M) or higher	N/A	N/A	N/A		
8	Anticipated contract amount is less than the Federal UW Limit as listed on the Treasury Listing	N/A	N/A	N/A		
9	Bond/CDI Cost	1.295%	1.500%	2.500%		
10	Included Insurance Requirements (Per Matrix)	Yes	Yes	Yes		
11	GL Insurance Company Name $3M	Cincinnati Casualty	Travelers Casualty	ACORD Corp		
12	GL Insurance Carrier AM Best Rating (Must be A- or Better)	Yes	Yes	Yes		
13	PRL Insurance (If required by the Front Ends)	N/A	N/A	N/A		
14	Pollution Insurance (If required by the Front Ends) $2M	Yes	Yes	Yes		
15	Tier 1 Approved	Yes	Yes	Yes		
16	Tier 2 Approved	N/A	N/A	N/A		
17	Safety Items:	N/A	N/A	N/A		
18	OSHA Recordable Incident Rate (Current)	N/A	N/A	N/A		
19	Agrees to comply with PPE requirements including 100% glove policy	N/A	N/A	N/A		
20	Acknowledges updated ladder policy (platform ladders)	N/A	N/A	N/A		
21	Task Hazard Analysis included for all tasks	N/A	N/A	N/A		
22	Tie-off above 6' required	N/A	N/A	N/A		
23	Includes Hoisting for Sub's Own Work Scope	N/A	N/A	N/A		
24	Acknowledges Soils Report	Yes	Yes	Yes		
25	Acknowledges Addenda	Yes	Yes	Yes		
26	Hold Bid for 150 Days	Yes	Yes	Yes		
27	Pricing good for the duration of the project	Yes	Yes	Yes		
28	**COVID-19 Market Questions**					
29	How has your work program been impacted by the COVID-19 situation? % of work stopped or delayed by more than 2 weeks?	No	No	No		
30	Have you had any future work opportunities canceled or delayed? What % of your future sales are projected to be impacted by COVID-19?	No	No	No		
31	Are you suffering productivity loss that is impacting the ability to complete work on time?	No	No	No		
32	Have you had any difficulty with employees not wanting to come to work because of the risk of infection?	No	No	No		
33	Have you experienced any unusual voluntary turnover as a result of COVID-19?	No	No	No		
34	Have you had to furlough or make a reduction in staff or go to a reduced workweek as a result of COVID-19 market conditions?	No	No	No		
35	Have you experienced and/or do you anticipate any issues with existing suppliers or vendors?	No	No	Shipping		
36	Do you have any overseas suppliers that may be impeding your supply chain?	No	No	Shipping		
37						
38	Per Plans & Specifications	Yes	Yes	Yes		

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **11F - Fine & Coarse Aeration Systems**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	Sanitaire/JCH	EDI	SSI Aeration		
		Ed Martin	Fred McCabe	Kiran Kumar Banala		
		602-359-6424	573-507-5122	(845) 392-1172		
		egm@jchinc.com	fred.mccabe@wastewater.com	kiran@ssiaeration.com		
	TOTAL WORK CATEGORY PACKAGE VALUE	**$175,539**	**$153,123**	**$197,723**		
39	Division 1 as it relates to this scope of work	Yes	Yes	Yes		
40	05051 - Anchor Bolts, Toggle Bolts, and Concrete Inserts	Yes	Yes	Yes		
41	09900 - Painting	Yes	Yes	Yes		
42	11375 - Fine Bubble Aeration Systems	Yes	Yes	Yes		
43	11376 - Coarse Bubble Aeration Systems	Yes	Yes	Yes		
	Scope of Work					
	Base Bid:	$174,230	$150,860	$192,900		
44	Provide all labor, materials, tools, equipment and appurtenances as required to perform the Work Category 11F - Fine & Coarse Aeration Systems, in accordance with and reasonably inferable from the Contract Documents, complete and without exception unless otherwise noted below, including, but not limited to the following:	Yes	Yes	Yes		
45	Check to Spec completed and submitted to McCarthy	Yes	Yes	No		
46	1 year warranty from Final Acceptance (Aug 2023)	Yes	Yes	Yes		
47	**Fine Bubble Diffuser**					
48	Headloss Calculations	Yes	Yes	Yes		
49	Fine Bubble Membrane Disc Diffusers shall have a minimum oxygen transfer rate (SOTE) of 32% at air flow rate of 2scfm per diffuser, diffuser submergence of 19.5 Ft	Yes	Yes	Yes		
50	Meet design criteria in section 2.2 A. 1. of the specification	Yes	Yes	Yes		
51	Accommodate existing equipment location (Pump & pipe)	Yes	Yes	Yes		
52	Can accommodate lateral spacing as shown on drawings	Yes	Yes	Yes		
53	Supports - to be 316 SST or concrete	Yes	Yes	Yes		
54	Diffuser Connectors	Yes	N/A	Yes		
55	Air Distribution Manifolds and Laterals - to be Sch 40 PVC	Yes	Yes	Yes		
56	Air diffusers to be 9 Inch EPDM membrane diffusers	Yes	Yes	Yes		
57	Gaskets to be 4.5" ID and made of neoprene rubber conforming to ASTM D2000	Yes	Yes	Yes		
58	Provide Spare parts as specified in section 2.5 of spec	Yes	Yes	Yes		
59	Field testing includes level test and pattern test to be done separately	No	No	No		
60	Two separate trips required for Chandler Airport site	Yes	Yes	Yes		
61	Training trip to be included as a separate trip than field testing	Yes	Yes	Yes		
62	(4) Hours of training required	Yes	Yes	Yes		
63	Trip for installation Inspection	Yes	Yes	Yes		
64	Welding & Corrosion protection	Yes	Yes	Yes		
65	SST to be pickle passivated	Yes	Yes	Yes		
66	Provide Spare parts as specified in section 2.5 of spec	Yes	Yes	Yes		
67	Provide manufacturer's field service per section 3.4A	Yes	Yes	Yes		
68	Training to be per section 3.4 B of specification	Yes	Yes	Yes		
69	Level and pattern testing to be completed for each tank separately	Yes	Yes	Yes		
70	Provide all anchors and epoxy required for the installation of the equipment	$8,000	Yes	Yes		
71	Shipping shall be FOB jobsite	Yes	Yes	Yes		
72	Preventative maintenance procedures provided prior to shipment	Yes	Yes	Yes		
73	O&M's per specification section 01781	Yes	Yes	Yes		
74	Installation Inspection Days Included: 2 Days (1 per Basin)	Yes	Yes	Yes		

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **11F - Fine & Coarse Aeration Systems**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	Sanitaire/JCH	EDI	SSI Aeration		
		Ed Martin	Fred McCabe	Kiran Kumar Banala		
		602-359-6424	573-507-5122	(845) 392-1172		
		egm@jchinc.com	fred.mccabe@wastewater.com	kiran@ssiaeration.com		
	TOTAL WORK CATEGORY PACKAGE VALUE	**$175,539**	**$153,123**	**$197,723**		
75	Leak & Level Days Included: 2 Days (1 per Basin)	Yes	Yes	Yes		
85	Deduct to go with Xylem Products	-$8,712	N/A	N/A		
86	Cost per additional day/trip:	$1,200/Day	$4,600/Day	$2,100/Day		
87	Cost per additional day while technician is on site	N/A	N/A	$950/Day		
88	COVID-19 Scope Items					
89	Proposal includes CDC, Federal, State and Local OSHA guidelines for COVID-19.	Yes	Yes	Yes		
90	Your proposal shall include all productivity, schedule, and other impacts to cost and schedule.	Yes	Yes	Yes		
91	All personnel onsite must maintain 6'0" spacing between personnel and shall have facemasks on at all times that align with CDC, Federal, State or Local OSHA guidelines for COVID-19.	Yes	Yes	Yes		
92	Work activities that require personnel to be closer than 6'0" must have a plan presented and approved by McCarthy before work activity commences. Work activities within 6'0" shall also include the appropriate masks and PPE while performing the work.	Yes	Yes	Yes		
93	All tools and equipment used must be sanitized each day.	Yes	Yes	Yes		
94	Personnel must comply with all hand washing and sanitizing requirements set by McCarthy.	Yes	Yes	Yes		
95	Subcontractors with onsite trailers must sanitize trailer interior high contact areas and restroom facilities daily. Subcontractors must have a plan approved by McCarthy to maintain 6' social distancing within the trailer as required by the AHJ.	Yes	Yes	Yes		
96	Personnel are not allowed to carpool to the site or while onsite.	Yes	Yes	Yes		
97	Any personnel reporting symptoms must be immediately reported to McCarthy and follow the appropriate testing and quarantine protocols.	Yes	Yes	Yes		
98						
99	Additional discount if Course Bubble Aeration System is included (NOT IN TOTAL)	-$17,424				
100	End of Scope					
101	Bond/CDI Cost	$2,021	$2,263	$4,823		
	TOTAL WORK CATEGORY PACKAGE VALUE	**$175,539**	**$153,123**	**$197,723**		

The current system that is being rehabilitated is Sanitaire the city has requested for the same system manufacture to be installed.

BID PROPOSAL

Date APRIL, 7, 2021

Bid Proposal of * JAMES,COOKE AND HOBSON, INC. (hereinafter called "Bidder")

a ** CORPORATION organized and existing under the laws of the State of

TEXAS.

* Insert name of firm.
** Insert corporation, partnership, or individual, as applicable.

(INSERT OWNER'S ADDRESS)
TO: McCarthy Building Companies, Inc.
6225 North 24th Street, Suite 200
Phoenix, Arizona 85016

The Bidder, in compliance with your Invitation for Bids for the construction of Chandler Water Reclamation Facility Improvements having examined the Contract Documents entitled City of Chandler, Chandler WRF Improvements Project, and other related documents and being familiar with the site of the proposed work, and with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, and the progress of work to date, if any, hereby proposes to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, superintendence, perform all work, provide all services, and to construct all work in accordance with the Contract Documents set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required.

The Bidder shall attach a copy of Bidders' detailed estimate to its Bid Proposal. This estimate shall identify all quantities shown in the documents or anticipated along with corresponding labor, material and equipment pricing.

After Bid Proposals are received, tabulated, and evaluated by McCarthy, said Bidder agrees to meet with McCarthy for the purpose of determining any duplications, omissions, or mutually agreed bid adjustments. For these meetings, the Bidder agrees to provide a complete, detailed cost breakdown; a list of all sub-subcontractors proposed for use in the work; and a list of all items, materials and their manufacturers proposed for use in the work.

The Bidder, if awarded a Subcontract, agrees to commence work and to fully complete its Work in accordance with a schedule to be established in collaboration with McCarthy under the provisions of the Additional Subcontractor Conditions of the Specifications.

The Bidder acknowledges receipt of the following Addenda: 4

.

BASE BID:

The Bidder agrees to perform all SECTIONS 15441,11311.1, 11314, 11310,11371 AND 11375 11217 (herein insert the title of the Work Category as it appears in the Additional Subcontractor Conditions) Work for Work Category No. _____, as described in the Contract Documents, for the Lump Sum of ONE MILLION ONE HUNDRED NINETY TWO THOUSAND SEVEN HUNDRED TWENTY EIGHT DOLLARS ($ 1,192,728.00).

BID BREAKDOWN:

Airport WRF Total Amount $_____

- Aeration Basin $ 348,460.00 FINE BUBBLE AERATION
- Blower Piping $_____.
- Blower Ductbank $_____.
- Filters $ 33,488.00 SUMP PUMPS .
- Maintenance Bldg $_____.

Ocotillo WRF Total Amount $_____

- Aeration/Anoxic $ 147,700.00 IMLR PUMP .
- RAS/WAS PS $ 318,731.00 RAS AND WAS PUMPS .
- Clarifiers 1& 2 $_____.
- Filters $ 22,325.00 SUMP PUMPS ..
- MCC Replacement $_____..
- Reservoir $ 3,266.00 SAMPLE PUMP ..
- Roads/Sitework $_____..

Performance & Payment Bond Cost *(If Applicable)* $_____

Total Subcontract Amount $_____

The name of the proposed Bonding Company is _____

Bond rate _____%

All applicable taxes, except sales and use taxes on materials and equipment which are affixed and made a part of the real estate of the Project, are included in the above Base Bid. Bidder agrees that this Bid Proposal shall be good and may not be withdrawn unless McCarthy does not send Bidder a Subcontract within one hundred ~~twenty (160) calendar days~~ fifty (150) calendar days after the opening date of Bid Proposals.

(Amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

ALTERNATES:

The Bidder further agrees that if any or all of the Alternates listed and described below are incorporated and accepted within sixty (60) calendar days after receipt of a Subcontract from McCarthy, the Bidder will adjust its Subcontract by the amount indicated opposite the Alternates listed below.

ALTERNATE NO. 1: Filter Disc in Basin 7 Installation:

ADD the sum of $_____.

ALTERNATE NO. 2: Clarifier 3 Rehabilitation

ADD the sum of $_____.

ALTERNATE NO. 3: Sludge Holding Tank and Blower Bldg No. 2

83,572.00 COARSE BUBBLE AERATION

ADD the sum of $ 235,186.00 BLOWERS .

ALTERNATE NO. 4: Removal/Replacement of Diffusers in 2 Aeration Basins

ADD the sum of $ 174,230.00 FINE BUBBLE 2 BASINS ONLY

ALTERNATE NO. 5:_____

ADD the sum of $_____.

CHANGE ORDER RATES: (Add separate sheet as needed)

Markup % (on rates and material): _____.

Position: _____ Rate: _____.

Position: _____ Rate: _____.

Equipment: _____ Rate: _____.

Equipment: _____ Rate: _____.

SAFETY RECORDS

The Bidder certifies to the following Experience Modification Rates (EMR) and Incidence Rates for the three (3) most recent years:

	Year 2018	Year 2019	Year 2020
1. Compensation Experience Modification Rate:			
2. Incidence Rate:			
(a) Number of hours employees worked in the year.			
(b) Number of cases defined as recordable, from the OSHA Form 300 Log.			
(c) Total Recordable Incidence Rate = (b) x (200,000 hours) / Hours Worked (a)			

The Bidder understands that McCarthy reserves the right to reject any or all Bid Proposals and to waive any informalities or irregularities therein.

SELECT AS APPROPRIATE

☒ The Bidder has completed the Prequalification Form together with all other required data for McCarthy's' Contractor Default Insurance Program; OR

☐ The Bidder has not completed the Prequalification Form together with all other required data for McCarthy's' Contractor Default Insurance Program because the Bidder has provided the Form and all such information to McCarthy in the past 12 months for the following project:

_____ Project, which bid on: _____.

RESPONSIVE BID REQUIREMENTS:

DO NOT ENCLOSE YOUR STANDARD TERMS AND CONDITIONS

If any exceptions are taken to the requirements of this Proposal form, attach a separate sheet listing those exceptions, stating the sections and paragraphs and the specific exception.	EM (initials)
In submitting this proposal, the Bidder certifies that this bid is valid for 150 calendar days.	EM (initials)
In submitting this Proposal as described herein, we agree to complete the work in accordance with the included Preliminary Construction Sequence.	EM (initials)
In submitting this Proposal, the Bidder certifies that all cost for extended warranties to start on the date of Substantial Completion is included.	(initials)
In submitting this proposal as described herein, we confirm that we have received, reviewed and agree to all commercial terms stated in the McCarthy Subcontract and Purchase Order Agreement. Any exception taken to the commercial terms stated in these Agreements must be listed on a separate sheet noting the article or paragraph and the specific exception. ***Bidders attached Standard Terms and Conditions will not be acknowledged or accepted as part of any given bid.***	(initials)
In submitting this proposal as described herein, the Bidder certifies that this bid is coordinated based on a complete set of documents and that there will be no claims for change order based on the assertion that the Bidder did not have a complete set of Bidding Documents.	EM (initials)
In submitting this proposal, the Bidder certifies that they have included all spare parts, training, O & M Manuals, shop drawings and administration costs as associated to comply with the requirements of the specifications and as listed for their scope of work.	EM (initials)
A bid will be considered non-responsive if the Subcontractor Pre-Qualification Form is not completed as part of the Bid Form **(or on file at McCarthy office)**.	EM (initials)
The Bidder, by submitting their bid, represents that they have read and understand the scope requirements of the Bidding Documents.	EM (initials)
The Bidder certifies that any proposed materials in this scope of work meet or exceeds the requirements stated in the specifications unless noted otherwise within this proposal.	EM (initials)
The bidder certifies that the price listed in this bid is a firm Price through the final delivery of the materials proposed herein, and that no material escalation will be accepted as part of this proposal.	EM (initials)

Within fifteen (10) days after receipt by the Bidder from McCarthy of the Subcontract or Purchase Order, the Bidder will execute and return to McCarthy said Subcontract or Purchase Order and if notified from McCarthy that Bidder is not to be enrolled in McCarthy's Contractor Default Insurance Program, deliver to McCarthy Performance and Labor and Material Payment Bonds for the Subcontract or a Supply Contract Bond for the Purchase Order, or the difference between the amount of the bid and such larger amount for which McCarthy may subcontract with another party to perform the work covered by said bid, together with all court costs, all attorney fees and all other expense of recovery, all of which shall not exceed the Bid Security attached in the amount of 15% of the bid, will become the property of McCarthy. The bonds shall name McCarthy as Obligee.

If an Individual:

Authorized Signature: _____

Name (print): _____

Email: _____

Business Address: _____

_____

If a Partnership:

Authorized Signature: _____

Name (print): _____

Email: _____

Authorized Signature: _____

Name (print): _____

Email: _____

Business Address: _____

_____

If a Corporation:

Authorized Signature: *Edward Martin*

Name (print): *Edward Martin*

Email: *egm@jchinc.com*

Title: *ITS Sales Engineer*

Business Address: *3501 e. Broadway Road*

Phoenix, AZ. 85040

Telephone *(602) 243-0585*

Contractor License Number: _____

General Liability Insurance Carrier (not the agent): *Cincinati Casualty Co.*

*Please attach a sample certificate of insurance and current W9 form to your bid.

Sales Engineers / Process Equipment

JAMES, COOKE & HOBSON, INC.

3501 E Broadway Rd, Phoenix, AZ.85040
Phone: 602-586-1439
Fax: 602-276-5402
E-mail: egm@jchinc.com

MARCH. 24, 2021
REVISED

To: McCARTHY CONSTRUCTION

Attn: KIM
Ph:

Quotation #: 081320-1EGM
Job Name: CHANDLER WRF
Location: CHANDLER, AZ
Quotation by: ED MARTIN

Unless otherwise stated: Prices are firm for 30 days from bid date, payment terms are NET 30 DAYS from shipment. Interest shall accrue at 1.5% per month on past due amounts per month. Any taxes are additional. **Items included are only listed below.** Please review carefully

QTY	DESCRIPTION	TOTAL
	SPECIFICATION SECTION 11311.1 – SUBMERSIBLE DRY PIT PUMPS	
3	FLYGT MODEL NT3301 SUBMERSIBLE DRY PIT SEWAGE PUMPS WITH 85HP, 460V-3PH MOTOR, 60 FEET OF POWER CABLE, FLS/MINI-CAS SEAL FAILURE AND STATOR TEMPERATURE MONITOR, HI-CHROME HARD IRON IMPELLER AND IMPELLER WEAR PLATE, IMPELLER CODE 624, CAST IRON PUMP STAND	
3	12" X 14" LONG RADIUR SUCTION ELBOW WITH 6" CLEAN OUT	
3	SPARE PARTS: BASIC REPAIR KITS INCLUDING (1) SET OF MECHANICAL SEALS, (1) SET OF BEARINGS AND (1) SET OF "O" RINGS, (1) IMPELLER WEAR PLATE.	

THE TOTAL NET ESTIMATED PRICE F.O.B. FACTORY WITH FREIGHT ALLOWED TO THE JOB SITE IS.....$288,901.00

SPECIFICATION SECTION 11314 – END SUCTION CENTRIFUGAL PUMPS
WAS PUMPS

QTY	
2	FLYGT CONCERTOR 6020 MODEL NZ100 SUBMERSIBLE PUMP WITH 7.5HP, 460V-3PH MOTOR, INTEGRAL VFD, 60 FEET OF POWER CABLE, FLS, HI-CHROME HARD IRON IMPELLER AND IMPELLER WEAR PLATE, 4" SUCTION AND DISCHARGE.
2	Z STAND WITH SERVICE CART AND RAIL
2	SPARE PARTS: BASIC REPAIR KIT

THE TOTAL NET ESTIMATED PRICE F.O.B. FACTORY WITH FREIGHT ALLOWED TO THE JOB SITE IS.....$29,830.00

Cont.

SPECIFICATION SECTION 11310 – VERTICAL TURBINE PUMPS
PUMP TAG NO. PMP-419-006

CAPACITY 8500 GPM HEAD 18 FEET

1 CASCADE MODEL 16AF-1 STAGE AXIAL FLOW PUMP WITH 20" DIAMETER ABOVE BASE DISCHARGE FLANGE WATER FLUSH LUBRICATION, STAINLESS STEEL COUPLING GUARDS, 316SS FASTENERS, 416SS LINE SHAFT 416SS LINE SHAFT BOLTED COUPLINGS, MECHANICAL SEAL, ALUMINUM BRONZE IMPELLER, STAINLESS STEEL FLUSH LINE TO THE SUCTION BOWL BEARING, ROUND BASE PLATE, FOUR PIECE COUPLING, SPECIAL PAINT, AND ALL ITEMS PER ORIGINAL CASCADE DESIGN AND MATERIALS OF CONSTRUCTION.

1 60HP, 900RPM, 460V-3PH VERTICAL SOLID SHAFT ELECTRIC MOTOR WITH TEFC ENCLOSURE, PREMIUM EFFICIENT DESIGN, WINDING THERMOSTATS, INVERTER DUTY,

1 FACTORY PERFORMANCE TEST

1 SPARE PARTS: (1) SET OF LINE SHAFT BEARINGS, (1) MECHANICAL SEAL, (1) SET OF MOTOR BEARINGS

THE TOTAL NET ESTIMATED PRICE F.O.B. FACTORY WITH FREIGHT ALLOWED TO THE JOB SITE IS……..$147,700.00

SPECIFICATION SECTION 11371 – POSITIVE DISPLACEMENT BLOWERS

QTY

3 KAESER ROTARY BLOWER MODEL COM-PAK HB950C, 175HP POSITIVE DISPLACEMENT BLOWER PACKAGE WITH SOUND ENCLOSURE W/ VENT FAN, INLET SILENCER W/FILTER (GRADE G4), OIL DRAINS W/BALL VALVES, V-BELT DRIVE W/ AUTOMATIC BELT TENSIONER, IP 55 TEFC INVERTER DUTY DRIVE MOTOR (NPE), DISCHARGE SILENCER, PRESSURE RELIEF VALVE, VIBRATION ISOLATORS, FLEXIBLE CONNECTOR ON THE DISCHARGE, FLAP STYLE CHECK VALVE (PLATE), DISCHARGE TEMPERATURE GAUGE W/SWITCH, DISCHARGE PRESSURE GAUGE, INLET FILTER DIFFERENTIAL PRESSURE GAUGE, INLET FILTER DIFFERENTIAL PRESSURE SWITCH, OIL LEVEL SWITCH, BEARING GREASE, OMEGA BLOWER 220 SYNTHETIC OIL AND (3) SPARE INLET FILTERS. REQUIRES CONTROLS.

THE TOTAL NET PRICE F.O.B. FACTORY WITH FREIGHT ALLOWED TO THE JOB SITE IS……..$235,186.00

SPECIFICATION SECTION 15441 SUMP PUMPS
AWRF – SG-001-FB, SG-002-FP AND SG-003-FB
OWRF - SG-004-FB AND SG-005-FB

QTY

5 FLYGT NS3085 SUBMERSIBLE SOLIDS HANDLING PUMPS WITH 2.2HP, 460V-3PH MOTOR 50 FEET OF POWER CABLE, FLS/MINI-CAS SEAL FAILURE AND STATOR TEMPERATURE MONITOR, HI-CHROME HARD IRON IMPELLER AND IMPELLER WEAR PLATE, IMPELLER CODE 463

5 SIMPLEX CONTROL PANELS WITH NEMA 4X NON-METALLIC ENCLOSURE

15 FLYGT ENM-10 LEVEL SWITCHES

5 STAINLESS STEEL FLOAT BRACKETS

THE TOTAL NET PRICE F.O.B. FACTORY WITH FREIGHT ALLOWED TO THE JOB SITE IS……$55,813.00

SPECIFICATION SECTION 11217 SAMPLE PUMPS

QTY

1 GOULDS SELF PRIMING SHALLOW WELL JET PUMP J+, MODEL J10 CAPABLE OF 25 FEET OF SUCTION LIFT AND 10 FEET DISCARGE WITH 1HP, 115V-1PH MOTOR.

THE TOTAL NET PRICE F.O.B. FACTORY WITH FREIGHT ALLOWED TO THE JOB SITE IS……..$3,266.00

Cont.

SPECIFICATION SECTION - 11375 AERATION SYSTEMS AND 11376 COARSE BUBBLE AERATION SYSTEM

MANUFACTURER – XYLEM SANITAIRE

SEE ATTACHED SANITAIRE PROPOSAL

FINE BUBBLE AERATION $348,460.00
COARSE BUBBLE AERATON $83,572.00

TOTAL LUMP SUM …….$1,192,728.00

NOTES:

- **The above price is firm for 150 days. After such time it may be subject to review. Shipment has been estimated at Approx. 12 - 14 weeks for submersible pumps and +/- 23 weeks for vertical turbine pump after receipt of purchase order and/or approved submittal drawings.**
- **Price includes: Freight to the job site off loaded by-others. Submittal drawings and start-up supervision and Manufactures standard Warranties.**
- **Prices do not include: Sales tax**
- **Thank you for this opportunity to be of service. If you have any questions regarding this quotation or any other matter, Please do not hesitate to call.**

Peterson, Reed

From: Azuri, Nicole
Sent: Monday, June 7, 2021 10:43 AM
To: Peterson, Reed
Subject: FW: Sanitaire/Flygt Discount

This is the backup cost on the JCH items. This email needs to be behind the diffuser JCH proposal and the RAS Pumps proposal

---

From: Young, Kimberly <KYoung@mccarthy.com>
Sent: Monday, June 7, 2021 10:40 AM
To: Azuri, Nicole <NAzuri@mccarthy.com>
Subject: FW: Sanitaire/Flygt Discount

Nicole,

Please see below for pump cost.

Thank You,
Kimberly Young
Assistant Project Manager
McCarthy Building Companies, Inc.
T 480-449-4700| **M 602-803-6816**
mccarthy.com
LinkedIn | Twitter | Facebook | YouTube

From: Ed Martin <egm@jchinc.com>
Sent: Thursday, April 29, 2021 1:28 PM
To: Young, Kimberly <KYoung@mccarthy.com>
Subject: Re: Sanitaire/Flygt Discount

Hi Kim

Please see below.

Regards
Ed Martin
JCH Inc.

> On Apr 26, 2021, at 11:30 AM, Young, Kimberly <KYoung@mccarthy.com> wrote:
>
> Hi Ed,
>
> Can you look into the following items:
>
> 1. Will Flygt discount apply if the WAS pump is not selected? Flygt only, we can still do the 10% without the WAS pumps.
> 2. Will the Sanitaire discount be different if the add alternate for Coarse Bubble/the second 2 basins are not taken by the City? For Sanitaire if the job is split up, we can do 5%.

3. Provide a per pump cost for the RAS pumps. Price for bare pump only without cast iron stand, or 14" long radius elbow. deduct $70,034.00

Thank You,

Kimberly Young
Assistant Project Manager
McCarthy Building Companies, Inc.
T 480-449-4700| **M 602-803-6816**
mccarthy.com
LinkedIn | Twitter | Facebook | YouTube

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Xylem Water Solutions USA, Inc.
9333 N. 49th Street, Brown Deer, WI 53223
Tel 414.365.2200 Fax 414.365.2210

DATE: **March 25, 2021**

TO: **JCH, Inc.**

RE: **Chandler Airport WWTP**
Sanitaire #30301-20s

Engineer: **Wilson Engineers**

We propose to furnish the following Aeration Equipment subject to the terms and conditions set forth herein:

Section 11375	Fine Bubble Aeration
Section 11376	Coarse Bubble Aeration

A. EQUIPMENT AND SERVICE

The Xylem Water Solutions USA scope of supply for this project includes the following equipment and services:

1. Fine Bubble Aeration:
One (1) SANITAIRE® Disc Fine Bubble Aeration System for installation in the following tanks:

Tank	Zone	Dropleg Dia. (in)	Qty of Grids (total)
Aeration Basins 1 – 4	2a	14"	4
	2b	By Others	4
	2c	By Others	4
	3	By Others	4
	4a	By Others	4
	4b	By Others	4

Equipment for each grid will include:

- One PVC lower drop pipe including coupling for connection to the stainless steel upper drop pipe at the bottom of the tank.
- One PVC manifold with connections for each 4 inch diameter air distributor.
- 316 Stainless steel manifold supports with hold clamps and cradle.
- Four-inch diameter PVC air distribution headers including:
  - Fixed anti-rotational joint connection to the air manifold.
  - Factory installed diffuser holders.

- Positive locking fixed anti-rotational joint connections.
- 316 Stainless steel air distribution header support stands with header hold down clamp and locating plate.
- SANITAIRE® Fine Bubble Diffuser Elements with gaskets and retainer rings.
- Flanges, bolts, nuts and neoprene gaskets necessary to assemble the system.
- One purge system with eductor piping and isolation valve.
- 316 Stainless steel anchor bolts for the manifold and header supports.

NOTE: **Anchor bolts are designed for installation in 4000 PSI Concrete Per ACI Committee 350 ("Concrete Sanitary Engineering Structures").**

2. Coarse Bubble Aeration:
One (1) SANITAIRE® Stainless Steel Fixed Header Aeration Systems for installation in the following tanks:

Tank	Dropleg Dia. (in.)	Qty of Grids (total)
Sludge Holding Tanks 3 – 4	12"	2

Equipment for each grid will include:

- One 304L Stainless Steel Dropleg with elbow including loose follower flange for connection to the air main at the top of the tank and a connection to the air manifold.
- One 304L Stainless Steel manifold with connections to the dropleg and air distribution headers.
- 304L Air distribution headers, with a connection to the manifold.
- 304L Expansion/contraction joints and follower flange connections as required.
- 316L Header supports with hold-down, adjusting and locking mechanism, and supporting structure.
- Factory installed duplex diffuser connector tees welded to the bottom centerline of the air distribution headers.
- SANITAIRE® D24 304L Stainless Steel Diffusers.
- All bolts, nuts and gaskets necessary to assemble the headers.
- 304L End caps on each header.
- 316 Stainless steel anchor bolts for the distribution header supports.

NOTE: **Anchor bolts are designed for installation in 4000 PSI Concrete Per ACI Committee 350 ("Concrete Sanitary Engineering Structures).**

3. Spare Parts: Included as specified.

4. Engineering Drawings: Required sets of engineering drawings.

5. O & M Manuals: Required sets of O & M Manuals.

6. Field Installation Supervision and Start-Up Services:

The services of a qualified representative are NOT included in this proposal. However, field service is available at a cost of $1,000.00 per day PLUS travel and living expenses.

B. EXCLUSIONS

The following are specifically excluded from our proposal:

1. All valves, air main piping and accessories.
2. All bolts, gaskets and connectors for attaching drop pipe to upper air main piping.
3. Installation of equipment furnished by Xylem-Sanitaire.
4. All costs associated with videotaping services.
5. All field testing (anchor bolt strength testing, leakage, level, uniformity, mixing and pressure testing)

C. ESTIMATED SUBMITTALS AND DELIVERIES

The submittal schedule begins after acceptance of purchase order by Sanitaire. Delivery schedule begins after receipt of approved drawings; Assume two week turnaround of submittals by the review engineer.

Certified engineered equipment drawings:	10 – 11 weeks
Equipment Shipment (after release for fabrication):	10 – 12 weeks

D. PRICING

Pricing for the equipment and field services outlined in this proposal, DAP Jobsite per Incoterms 2010, Full freight allowed to destination:

$_____

E. PRICE NOTES

1. Taxes are not included. Purchaser to pay directly all applicable taxes separate from purchase order to Xylem Water Solutions USA.

2. All prices quoted shall be valid for 90 days from the date of bidding.

3. The prices are based on the equipment being released for shipment by the 3rd Quarter, 2021.

4. Prices on orders received after the above deadline or specifying later shipping dates shall be subject to review and possible adjustment in line with the then existing economic conditions.

5. Terms of Payment: 10% Net 30 days following initial submittal for approval.
80% Net 30 days following shipment
5% Net 30 days following installation, not to exceed 150 days after shipment of the product (whichever comes first)
5% Net 30 days following start up, not to exceed 180 days after shipment of the product (whichever comes first).

6. An interest charge of 1 1/2% per month will be added to past due accounts.

7. This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted. Terms are available at http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx and incorporated herein by reference and made a part of the agreement between parties. Different terms are hereby rejected unless expressly assented to in writing.

F. WARRANTY

Xylem Water Solutions USA warrants all parts to be free from defective material and workmanship for a period of one (1) year after startup or eighteen (18) months after shipment and to furnish to the Owner replacements for any such items found to be defective within that period.

Thank you for considering our proposal for this equipment.

Regards,

Bijan Baghernejad
Territory Manager – Sanitaire

Chandler WRF Improvements Project

GMP 2 Work Category Solicited Subcontractors Summary

Work Category: **11H Submersible Pumps for Dry Pit Application (RAS)**

Subcontractor/Supplier Name	***Status***
JCH - Flygt	*Recommended*
Phoenix Pump - ABS Sulzer	*Does not meet spec (Proposed)*
Capital Pump	*Declined*
DXP	*Declined*
Hennesy Mechanical Sales	*Declined*

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **11H - Submersible Pump for Dry Pit Application (RAS)**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	JCH	Phoenix Pumps	Capital Pump & Equipment	DXP	Hennesy Mech Sales
		Ed Martin	Sam McFadden	Will Swartz	Caitlin Petty	Jeff Pals
		(602) 243-0585	602-232-2994	(480) 626-5257	480-243-2081	602-996-9408
		egm@jchinc.com	bmontgomery@phoenixpumps.com	wswartz@cpepumps.com	caitlin.petty@dxpe.com	Jeff@hennesymech.com
	TOTAL WORK CATEGORY PACKAGE VALUE	**$196,668**	**Does Not Meet Spec**	**NO BID**	**NO BID**	**NO BID**
	MCCARTHY SUBCONTRACT & FRONT END TERMS					
1	Compliant with McCarthy Front Ends	Yes	Yes			
2	Bid Submitted on McCarthy Bid Form	Yes	Yes			
3	Bid Bond Included with Bid (if over $250k Sub/$500k Supplier)	N/A	N/A			
4	Current Bank Reference Letter that shows Subcontractor or Vendor is in good standing. (The date on the letter provided should be within the last 30 days and the letter should include the status of their line of credit.)	Yes	Yes			
5	Surety Company	N/A	N/A			
6	Surety AM Best Rating (Must be A- or Better)	N/A	N/A			
7	AM Best Financial Size X($500M to $750M) or higher	N/A	N/A			
8	Anticipated contract amount is less than the Federal UW Limit as listed on the Treasury Listing	N/A	N/A			
9	Bond/CDI Cost	1.295%	1.295%			
10	Included Insurance Requirements (Per Matrix)	Yes	Yes			
11	GL Insurance Company Name	Cincinnati Casualty Co	No			
12	GL Insurance Carrier AM Best Rating (Must be A- or Better)	Yes	No			
13	PRL Insurance (If required by the Front Ends)	N/A	N/A			
14	Pollution Insurance (If required by the Front Ends)	N/A	N/A			
15	Tier 1 Approved	Yes	Yes			
16	Tier 2 Approved	N/A	N/A			
17	Safety Items:	N/A	N/A			
18	OSHA Recordable Incident Rate (Current)	N/A	N/A			
19	Agrees to comply with PPE requirements including 100% glove policy	N/A	N/A			
20	Acknowledges updated ladder policy (platform ladders)	N/A	N/A			
21	Task Hazard Analysis included for all tasks	N/A	N/A			
22	Tie-off above 6' required	N/A	N/A			
23	Includes Hoisting for Sub's Own Work Scope	N/A	N/A			
24	Acknowledges Soils Report	N/A	Yes			
25	Acknowledges Addenda	Yes	Yes			
26	Hold Bid for 150 Days	Yes	Yes			
27	Pricing good for the duration of the project	Yes	Yes			
28	Sales Tax Excluded	Yes	Yes			
29	**COVID-19 Market Questions**					
30	How has your work program been impacted by the COVID-19 situation? % of work stopped or delayed by more than 2 weeks?	No	No			
31	Have you had any future work opportunities canceled or delayed? What % of your future sales are projected to be impacted by COVID-19?	No	No			
32	Are you suffering productivity loss that is impacting the ability to complete work on time?	No	No			
33	Have you had any difficulty with employees not wanting to come to work because of the risk of infection?	No	No			
34	Have you experienced any unusual voluntary turnover as a result of COVID-19?	No	No			
35	Have you had to furlough or make a reduction in staff or go to a reduced workweek as a result of COVID-19 market conditions?	No	No			
36	Have you experienced and/or do you anticipate any issues with existing suppliers or vendors?	No	No			

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **11H - Submersible Pump for Dry Pit Application (RAS)**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	JCH	Phoenix Pumps	Capital Pump & Equipment	DXP	Hennesy Mech Sales
		Ed Martin	Sam McFadden	Will Swartz	Caitlin Petty	Jeff Pals
		(602) 243-0585	602-232-2994	(480) 626-5257	480-243-2081	602-996-9408
		egm@jchinc.com	bmontgomery@phoenixpumps.com	wswartz@cpepumps.com	caitlin.petty@dxpe.com	Jeff@hennesymech.com
	TOTAL WORK CATEGORY PACKAGE VALUE	**$196,668**	**Does Not Meet Spec**	**NO BID**	**NO BID**	**NO BID**
37	Do you have any overseas suppliers that may be impeding your supply chain?	No	No			
38						
39	Per Plans & Specifications	Yes	Yes			
40	Division 1 as it relates to this scope of work	Yes	Yes			
41	Spec Section 01300 - Submittals	Yes	Yes			
42	Spec Section - 01640 Materials and Equipment	Yes	Yes			
43	Spec Section - 01650 Starting of Systems	Yes	Yes			
44	Spec Section - 05051 - Anchor Bolts, Toggle Bolts, and Concrete Inserts	Yes	Yes			
45	Spec Section - 09900 - Painting	Yes	Yes			
46	Spec Section - 10400 - Equipment Identification Plates	Yes	Yes			
47	Spec Section - 11295 Hydraulic Valves	Yes	Yes			
48	Spec Section - 11311.1 - Submersible Pumps for Dry Pit Installation	Yes	Yes			
49	Spec Section - 13447 - Electric Motor Actuators	Yes	Yes			
50	Spec Section - 15990 - Testing, Adjusting and Balancing	Yes	Yes			
51	Spec Section - 16161 - Control Panels	Yes	Yes			
52	Spec Section - 16225 - Electric Motors 250 Hp or Less	Yes	Yes			
	Scope of Work					
	Base Bid:	$288,901	$133,037			
53	Provide all labor, materials, tools, equipment and appurtenances as required to perform the Work Category 11H-Submersible Pumps for Dry Pit Application, in accordance with and reasonably inferable from the Contract Documents, complete and without exception unless otherwise noted below, including, but not limited to the following:	Yes	Yes			
54	Check to Spec completed and submitted to McCarthy	Yes	Yes			
55	Provide (3) RAS Pumps at OWRF; PMP-449-154, PMP-449-155, PMP-449-156	Yes	Yes			
56	Deductive for 1 RAS Pump- Owner already purchased	-$70,034	N/A			
57	Approved Manufacturer - Flygt or Approved Equal	Flygt	ABS/Sulzer			
58	Tungsten Carbide Seals	Yes	No			
58	Impellers to be gray cast iron/Hi Chrome iron	Yes	No			
59	Wear ring system to seal between volute and impeller	Yes	No			
60	Pump to be provided with base	Yes	Yes			
61	High Temp Sensor per I-3.31	Yes	Yes			
62	Leak Detection per I-3.31	Yes	Yes			
63	Provide equipment safety guards as specified in Section 15050	N/A	Yes			
64	Warranty to be for 5 years or 10,00 hours of normal use	Yes	$19,785			
65	Pump can handle up to 4" solids	Yes	Yes			
66	Motor to be 85 HP, 460 Volt/3 Phase/60 Hz	Yes	Yes			
67	Pump provided with 60' Minimum power cable	Yes	Yes			
68	Performance Test - Performance Level 1, Vibration Level 2, Noise Level 1 per specification	$1,977	$2,500			
69	Provide spare parts per specification 11311.1 (3 sets as listed; one per pump)	Yes	Yes			
70	Provide shop painting per section 2.5 of spec 11311.1	Yes	Yes			
71	Provide anchor design for pump installation	N/A	N/A			

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **11H - Submersible Pump for Dry Pit Application (RAS)**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	JCH	Phoenix Pumps	Capital Pump & Equipment	DXP	Hennesy Mech Sales
		Ed Martin	Sam McFadden	Will Swartz	Caitlin Petty	Jeff Pals
		(602) 243-0585	602-232-2994	(480) 626-5257	480-243-2081	602-996-9408
		egm@jchinc.com	bmontgomery@phoenixpumps.com	wswartz@cpepumps.com	caitlin.petty@dxpe.com	Jeff@hennesymech.com
	TOTAL WORK CATEGORY PACKAGE VALUE	**$196,668**	**Does Not Meet Spec**	**NO BID**	**NO BID**	**NO BID**
72	Provide anchors and epoxy for installation	$800	$1,200			
73	Provide independent vibration testing	Yes	Yes			
74	Provide flushing and replacement of startup fluids prior to beneficial use.	N/A	N/A			
75	Provide lifting lugs for proper installation	Yes	Yes			
76	All metallic surfaces (including pipe, supports, and enclosure) shall be primed per the requirements of the 09900 - Painting	Yes	Yes			
77	Shipping shall be FOB jobsite	Yes	Yes			
78	O&M's per specification section 01781	Yes	Yes			
79	Training: per Spec 01821	Yes	Yes			
80	Training - 1 (8 HR) Day	Yes	Yes			
81	Performance testing: Per Spec 11311.1	Yes	Yes			
82	Installation Inspection: 1 (8 HR) Day	Yes	Yes			
83	Start Up & Performance Testing 1 (8 HR) Day	Yes	Yes			
84	Additional Startup days	$2,400	N/A			
85	Deduct For Flygt Products	-$28,890	N/A			
86	Cost per additional day/trip:	$1,200/Day	$210/HR + Travel Time			
87	GMP 1 Early Submittal	-$1,000	-$1,000			
88	COVID-19 Scope Items					
89	Proposal includes CDC, Federal, State and Local OSHA guidelines for COVID-19.	Yes	N/A			
90	Your proposal shall include all productivity, schedule, and other impacts to cost and schedule.	Yes	N/A			
91	All personnel onsite must maintain 6'0" spacing between personnel and shall have facemasks on at all times that align with CDC, Federal, State or Local OSHA guidelines for COVID-19.	Yes	N/A			
92	Work activities that require personnel to be closer than 6'0" must have a plan presented and approved by McCarthy before work activity commences. Work activities within 6'0" shall also include the appropriate masks and PPE while performing the work.	Yes	N/A			
93	All tools and equipment used must be sanitized each day.	Yes	N/A			
94	Personnel must comply with all hand washing and sanitizing requirements set by McCarthy.	Yes	N/A			
95	Subcontractors with onsite trailers must sanitize trailer interior high contact areas and restroom facilities daily. Subcontractors must have a plan approved by McCarthy to maintain 6' social distancing within the trailer as required by the AHJ.	Yes	N/A			
96	Personnel are not allowed to carpool to the site or while onsite.	Yes	N/A			
97	Any personnel reporting symptoms must be immediately reported to McCarthy and follow the appropriate testing and quarantine protocols.	Yes	N/A			
98						
99	End of Scope					
100	Bond/CDI Cost	$2,514	$2,014			
	TOTAL WORK CATEGORY PACKAGE VALUE	**$196,668**	**$157,536**			

Cost is only for 2 - RAS Pumps.

BID PROPOSAL

Date APRIL, 7, 2021

Bid Proposal of * JAMES,COOKE AND HOBSON, INC. (hereinafter called "Bidder")

a ** CORPORATION organized and existing under the laws of the State of

TEXAS.

* Insert name of firm.
** Insert corporation, partnership, or individual, as applicable.

(INSERT OWNER'S ADDRESS)
TO: McCarthy Building Companies, Inc.
6225 North 24th Street, Suite 200
Phoenix, Arizona 85016

The Bidder, in compliance with your Invitation for Bids for the construction of Chandler Water Reclamation Facility Improvements having examined the Contract Documents entitled City of Chandler, Chandler WRF Improvements Project, and other related documents and being familiar with the site of the proposed work, and with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, and the progress of work to date, if any, hereby proposes to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, superintendence, perform all work, provide all services, and to construct all work in accordance with the Contract Documents set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required.

The Bidder shall attach a copy of Bidders' detailed estimate to its Bid Proposal. This estimate shall identify all quantities shown in the documents or anticipated along with corresponding labor, material and equipment pricing.

After Bid Proposals are received, tabulated, and evaluated by McCarthy, said Bidder agrees to meet with McCarthy for the purpose of determining any duplications, omissions, or mutually agreed bid adjustments. For these meetings, the Bidder agrees to provide a complete, detailed cost breakdown; a list of all sub-subcontractors proposed for use in the work; and a list of all items, materials and their manufacturers proposed for use in the work.

The Bidder, if awarded a Subcontract, agrees to commence work and to fully complete its Work in accordance with a schedule to be established in collaboration with McCarthy under the provisions of the Additional Subcontractor Conditions of the Specifications.

The Bidder acknowledges receipt of the following Addenda: 4

.

BASE BID:

The Bidder agrees to perform all SECTIONS 15441,11311.1, 11314, 11310,11371 AND 11375 11217 (herein insert the title of the Work Category as it appears in the Additional Subcontractor Conditions) Work for Work Category No. _____, as described in the Contract Documents, for the Lump Sum of ONE MILLION ONE HUNDRED NINETY TWO THOUSAND SEVEN HUNDRED TWENTY EIGHT DOLLARS ($ 1,192,728.00).

BID BREAKDOWN:

Airport WRF Total Amount $_____

- Aeration Basin $ 348,460.00 FINE BUBBLE AERATION
- Blower Piping $_____.
- Blower Ductbank $_____.
- Filters $ 33,488.00 SUMP PUMPS .
- Maintenance Bldg $_____.

Ocotillo WRF Total Amount $_____

- Aeration/Anoxic $ 147,700.00 IMLR PUMP .
- RAS/WAS PS $ 318,731.00 RAS AND WAS PUMPS .
- Clarifiers 1& 2 $_____.
- Filters $ 22,325.00 SUMP PUMPS ..
- MCC Replacement $_____..
- Reservoir $ 3,266.00 SAMPLE PUMP ..
- Roads/Sitework $_____..

Performance & Payment Bond Cost *(If Applicable)* $_____

Total Subcontract Amount $_____

The name of the proposed Bonding Company is _____

Bond rate _____%

All applicable taxes, except sales and use taxes on materials and equipment which are affixed and made a part of the real estate of the Project, are included in the above Base Bid. Bidder agrees that this Bid Proposal shall be good and may not be withdrawn unless McCarthy does not send Bidder a Subcontract within one hundred ~~twenty (160) calendar days~~ fifty (150) calendar days after the opening date of Bid Proposals.

(Amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

ALTERNATES:

The Bidder further agrees that if any or all of the Alternates listed and described below are incorporated and accepted within sixty (60) calendar days after receipt of a Subcontract from McCarthy, the Bidder will adjust its Subcontract by the amount indicated opposite the Alternates listed below.

ALTERNATE NO. 1: Filter Disc in Basin 7 Installation:

ADD the sum of $_____.

ALTERNATE NO. 2: Clarifier 3 Rehabilitation

ADD the sum of $_____.

ALTERNATE NO. 3: Sludge Holding Tank and Blower Bldg No. 2

83,572.00 COARSE BUBBLE AERATION

ADD the sum of $ 235,186.00 BLOWERS .

ALTERNATE NO. 4: Removal/Replacement of Diffusers in 2 Aeration Basins

ADD the sum of $ 174,230.00 FINE BUBBLE 2 BASINS ONLY

ALTERNATE NO. 5:_____

ADD the sum of $_____.

CHANGE ORDER RATES: (Add separate sheet as needed)

Markup % (on rates and material): _____.

Position: _____ Rate: _____.

Position: _____ Rate: _____.

Equipment: _____ Rate: _____.

Equipment: _____ Rate: _____.

SAFETY RECORDS

The Bidder certifies to the following Experience Modification Rates (EMR) and Incidence Rates for the three (3) most recent years:

	Year 2018	Year 2019	Year 2020
1. Compensation Experience Modification Rate:			
2. Incidence Rate:			
(a) Number of hours employees worked in the year.			
(b) Number of cases defined as recordable, from the OSHA Form 300 Log.			
(c) Total Recordable Incidence Rate = (b) x (200,000 hours) / Hours Worked (a)			

The Bidder understands that McCarthy reserves the right to reject any or all Bid Proposals and to waive any informalities or irregularities therein.

SELECT AS APPROPRIATE

☒ The Bidder has completed the Prequalification Form together with all other required data for McCarthy's' Contractor Default Insurance Program; OR

☐ The Bidder has not completed the Prequalification Form together with all other required data for McCarthy's' Contractor Default Insurance Program because the Bidder has provided the Form and all such information to McCarthy in the past 12 months for the following project:

_____ Project, which bid on: _____.

RESPONSIVE BID REQUIREMENTS:

DO NOT ENCLOSE YOUR STANDARD TERMS AND CONDITIONS

If any exceptions are taken to the requirements of this Proposal form, attach a separate sheet listing those exceptions, stating the sections and paragraphs and the specific exception.	EM (initials)
In submitting this proposal, the Bidder certifies that this bid is valid for 150 calendar days.	EM (initials)
In submitting this Proposal as described herein, we agree to complete the work in accordance with the included Preliminary Construction Sequence.	EM (initials)
In submitting this Proposal, the Bidder certifies that all cost for extended warranties to start on the date of Substantial Completion is included.	(initials)
In submitting this proposal as described herein, we confirm that we have received, reviewed and agree to all commercial terms stated in the McCarthy Subcontract and Purchase Order Agreement. Any exception taken to the commercial terms stated in these Agreements must be listed on a separate sheet noting the article or paragraph and the specific exception. ***Bidders attached Standard Terms and Conditions will not be acknowledged or accepted as part of any given bid.***	(initials)
In submitting this proposal as described herein, the Bidder certifies that this bid is coordinated based on a complete set of documents and that there will be no claims for change order based on the assertion that the Bidder did not have a complete set of Bidding Documents.	EM (initials)
In submitting this proposal, the Bidder certifies that they have included all spare parts, training, O & M Manuals, shop drawings and administration costs as associated to comply with the requirements of the specifications and as listed for their scope of work.	EM (initials)
A bid will be considered non-responsive if the Subcontractor Pre-Qualification Form is not completed as part of the Bid Form **(or on file at McCarthy office)**.	EM (initials)
The Bidder, by submitting their bid, represents that they have read and understand the scope requirements of the Bidding Documents.	EM (initials)
The Bidder certifies that any proposed materials in this scope of work meet or exceeds the requirements stated in the specifications unless noted otherwise within this proposal.	EM (initials)
The bidder certifies that the price listed in this bid is a firm Price through the final delivery of the materials proposed herein, and that no material escalation will be accepted as part of this proposal.	EM (initials)

Within fifteen (10) days after receipt by the Bidder from McCarthy of the Subcontract or Purchase Order, the Bidder will execute and return to McCarthy said Subcontract or Purchase Order and if notified from McCarthy that Bidder is not to be enrolled in McCarthy's Contractor Default Insurance Program, deliver to McCarthy Performance and Labor and Material Payment Bonds for the Subcontract or a Supply Contract Bond for the Purchase Order, or the difference between the amount of the bid and such larger amount for which McCarthy may subcontract with another party to perform the work covered by said bid, together with all court costs, all attorney fees and all other expense of recovery, all of which shall not exceed the Bid Security attached in the amount of 15% of the bid, will become the property of McCarthy. The bonds shall name McCarthy as Obligee.

If an Individual:

Authorized Signature: _____

Name (print): _____

Email: _____

Business Address: _____

_____

If a Partnership:

Authorized Signature: _____

Name (print): _____

Email: _____

Authorized Signature: _____

Name (print): _____

Email: _____

Business Address: _____

_____

If a Corporation:

Authorized Signature: *Edward Martin*

Name (print): *Edward Martin*

Email: *egm@jchinc.com*

Title: *ITS Sales Engineer*

Business Address: *3501 e. Broadway Road*

Phoenix, AZ. 85040

Telephone *(602) 243-0585*

Contractor License Number: _____

General Liability Insurance Carrier (not the agent): *Cincinati Casualty Co.*

*Please attach a sample certificate of insurance and current W9 form to your bid.

Sales Engineers / Process Equipment

JAMES, COOKE & HOBSON, INC.

3501 E Broadway Rd, Phoenix, AZ.85040
Phone: 602-586-1439
Fax: 602-276-5402
E-mail: egm@jchinc.com

MARCH. 24, 2021
REVISED

To: McCARTHY CONSTRUCTION

Attn: KIM
Ph:

Quotation #: 081320-1EGM
Job Name: CHANDLER WRF
Location: CHANDLER, AZ
Quotation by: ED MARTIN

Unless otherwise stated: Prices are firm for 30 days from bid date, payment terms are NET 30 DAYS from shipment. Interest shall accrue at 1.5% per month on past due amounts per month. Any taxes are additional. **Items included are only listed below.** Please review carefully

QTY	DESCRIPTION	TOTAL
	SPECIFICATION SECTION 11311.1 – SUBMERSIBLE DRY PIT PUMPS	
3	FLYGT MODEL NT3301 SUBMERSIBLE DRY PIT SEWAGE PUMPS WITH 85HP, 460V-3PH MOTOR, 60 FEET OF POWER CABLE, FLS/MINI-CAS SEAL FAILURE AND STATOR TEMPERATURE MONITOR, HI-CHROME HARD IRON IMPELLER AND IMPELLER WEAR PLATE, IMPELLER CODE 624, CAST IRON PUMP STAND	
3	12" X 14" LONG RADIUR SUCTION ELBOW WITH 6" CLEAN OUT	
3	SPARE PARTS: BASIC REPAIR KITS INCLUDING (1) SET OF MECHANICAL SEALS, (1) SET OF BEARINGS AND (1) SET OF "O" RINGS, (1) IMPELLER WEAR PLATE.	

THE TOTAL NET ESTIMATED PRICE F.O.B. FACTORY WITH FREIGHT ALLOWED TO THE JOB SITE IS.....$288,901.00

SPECIFICATION SECTION 11314 – END SUCTION CENTRIFUGAL PUMPS
WAS PUMPS

QTY	
2	FLYGT CONCERTOR 6020 MODEL NZ100 SUBMERSIBLE PUMP WITH 7.5HP, 460V-3PH MOTOR, INTEGRAL VFD, 60 FEET OF POWER CABLE, FLS, HI-CHROME HARD IRON IMPELLER AND IMPELLER WEAR PLATE, 4" SUCTION AND DISCHARGE.
2	Z STAND WITH SERVICE CART AND RAIL
2	SPARE PARTS: BASIC REPAIR KIT

THE TOTAL NET ESTIMATED PRICE F.O.B. FACTORY WITH FREIGHT ALLOWED TO THE JOB SITE IS.....$29,830.00

Cont.

SPECIFICATION SECTION 11310 – VERTICAL TURBINE PUMPS
PUMP TAG NO. PMP-419-006

CAPACITY 8500 GPM HEAD 18 FEET

1 CASCADE MODEL 16AF-1 STAGE AXIAL FLOW PUMP WITH 20" DIAMETER ABOVE BASE DISCHARGE FLANGE WATER FLUSH LUBRICATION, STAINLESS STEEL COUPLING GUARDS, 316SS FASTENERS, 416SS LINE SHAFT 416SS LINE SHAFT BOLTED COUPLINGS, MECHANICAL SEAL, ALUMINUM BRONZE IMPELLER, STAINLESS STEEL FLUSH LINE TO THE SUCTION BOWL BEARING, ROUND BASE PLATE, FOUR PIECE COUPLING, SPECIAL PAINT, AND ALL ITEMS PER ORIGINAL CASCADE DESIGN AND MATERIALS OF CONSTRUCTION.

1 60HP, 900RPM, 460V-3PH VERTICAL SOLID SHAFT ELECTRIC MOTOR WITH TEFC ENCLOSURE, PREMIUM EFFICIENT DESIGN, WINDING THERMOSTATS, INVERTER DUTY,

1 FACTORY PERFORMANCE TEST

1 SPARE PARTS: (1) SET OF LINE SHAFT BEARINGS, (1) MECHANICAL SEAL, (1) SET OF MOTOR BEARINGS

THE TOTAL NET ESTIMATED PRICE F.O.B. FACTORY WITH FREIGHT ALLOWED TO THE JOB SITE IS……..$147,700.00

SPECIFICATION SECTION 11371 – POSITIVE DISPLACEMENT BLOWERS

QTY

3 KAESER ROTARY BLOWER MODEL COM-PAK HB950C, 175HP POSITIVE DISPLACEMENT BLOWER PACKAGE WITH SOUND ENCLOSURE W/ VENT FAN, INLET SILENCER W/FILTER (GRADE G4), OIL DRAINS W/BALL VALVES, V-BELT DRIVE W/ AUTOMATIC BELT TENSIONER, IP 55 TEFC INVERTER DUTY DRIVE MOTOR (NPE), DISCHARGE SILENCER, PRESSURE RELIEF VALVE, VIBRATION ISOLATORS, FLEXIBLE CONNECTOR ON THE DISCHARGE, FLAP STYLE CHECK VALVE (PLATE), DISCHARGE TEMPERATURE GAUGE W/SWITCH, DISCHARGE PRESSURE GAUGE, INLET FILTER DIFFERENTIAL PRESSURE GAUGE, INLET FILTER DIFFERENTIAL PRESSURE SWITCH, OIL LEVEL SWITCH, BEARING GREASE, OMEGA BLOWER 220 SYNTHETIC OIL AND (3) SPARE INLET FILTERS. REQUIRES CONTROLS.

THE TOTAL NET PRICE F.O.B. FACTORY WITH FREIGHT ALLOWED TO THE JOB SITE IS……..$235,186.00

SPECIFICATION SECTION 15441 SUMP PUMPS
AWRF – SG-001-FB, SG-002-FP AND SG-003-FB
OWRF - SG-004-FB AND SG-005-FB

QTY

5 FLYGT NS3085 SUBMERSIBLE SOLIDS HANDLING PUMPS WITH 2.2HP, 460V-3PH MOTOR 50 FEET OF POWER CABLE, FLS/MINI-CAS SEAL FAILURE AND STATOR TEMPERATURE MONITOR, HI-CHROME HARD IRON IMPELLER AND IMPELLER WEAR PLATE, IMPELLER CODE 463

5 SIMPLEX CONTROL PANELS WITH NEMA 4X NON-METALLIC ENCLOSURE

15 FLYGT ENM-10 LEVEL SWITCHES

5 STAINLESS STEEL FLOAT BRACKETS

THE TOTAL NET PRICE F.O.B. FACTORY WITH FREIGHT ALLOWED TO THE JOB SITE IS……$55,813.00

SPECIFICATION SECTION 11217 SAMPLE PUMPS

QTY

1 GOULDS SELF PRIMING SHALLOW WELL JET PUMP J+, MODEL J10 CAPABLE OF 25 FEET OF SUCTION LIFT AND 10 FEET DISCARGE WITH 1HP, 115V-1PH MOTOR.

THE TOTAL NET PRICE F.O.B. FACTORY WITH FREIGHT ALLOWED TO THE JOB SITE IS……..$3,266.00

Cont.

SPECIFICATION SECTION - 11375 AERATION SYSTEMS AND 11376 COARSE BUBBLE AERATION SYSTEM

MANUFACTURER – XYLEM SANITAIRE

SEE ATTACHED SANITAIRE PROPOSAL

FINE BUBBLE AERATION $348,460.00
COARSE BUBBLE AERATON $83,572.00

TOTAL LUMP SUM …….$1,192,728.00

NOTES:

- **The above price is firm for 150 days. After such time it may be subject to review. Shipment has been estimated at Approx. 12 - 14 weeks for submersible pumps and +/- 23 weeks for vertical turbine pump after receipt of purchase order and/or approved submittal drawings.**
- **Price includes: Freight to the job site off loaded by-others. Submittal drawings and start-up supervision and Manufactures standard Warranties.**
- **Prices do not include: Sales tax**
- **Thank you for this opportunity to be of service. If you have any questions regarding this quotation or any other matter, Please do not hesitate to call.**

Peterson, Reed

From: Azuri, Nicole
Sent: Monday, June 7, 2021 10:43 AM
To: Peterson, Reed
Subject: FW: Sanitaire/Flygt Discount

This is the backup cost on the JCH items. This email needs to be behind the diffuser JCH proposal and the RAS Pumps proposal

---

From: Young, Kimberly <KYoung@mccarthy.com>
Sent: Monday, June 7, 2021 10:40 AM
To: Azuri, Nicole <NAzuri@mccarthy.com>
Subject: FW: Sanitaire/Flygt Discount

Nicole,

Please see below for pump cost.

Thank You,
Kimberly Young
Assistant Project Manager
McCarthy Building Companies, Inc.
T 480-449-4700| **M 602-803-6816**
mccarthy.com
LinkedIn | Twitter | Facebook | YouTube

From: Ed Martin <egm@jchinc.com>
Sent: Thursday, April 29, 2021 1:28 PM
To: Young, Kimberly <KYoung@mccarthy.com>
Subject: Re: Sanitaire/Flygt Discount

Hi Kim

Please see below.

Regards
Ed Martin
JCH Inc.

> On Apr 26, 2021, at 11:30 AM, Young, Kimberly <KYoung@mccarthy.com> wrote:
>
> Hi Ed,
>
> Can you look into the following items:
>
> 1. Will Flygt discount apply if the WAS pump is not selected? Flygt only, we can still do the 10% without the WAS pumps.
> 2. Will the Sanitaire discount be different if the add alternate for Coarse Bubble/the second 2 basins are not taken by the City? For Sanitaire if the job is split up, we can do 5%.

3. Provide a per pump cost for the RAS pumps. Price for bare pump only without cast iron stand, or 14" long radius elbow. deduct $70,034.00

Thank You,

Kimberly Young
Assistant Project Manager
McCarthy Building Companies, Inc.
T 480-449-4700| **M 602-803-6816**
mccarthy.com
LinkedIn | Twitter | Facebook | YouTube

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Chandler WRF Improvements Project

GMP 2 Work Category Solicited Subcontractors Summary

Work Category: **11J End Suction Cent Pump (WAS)**

Subcontractor/Supplier Name	***Status***
Hennesy Mechanical	*Recommended*
JCH	*Proposed*
Capital Pump	*Declined*
DXP	*Declined*
Phoenix Pump	*Declined*

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **11J - End Suction Centrifugal Pump (WAS)**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	Hennesy Mechanical	JCH	Capital Pump & Equipment	DXP	Phoenix Pumps Inc
		Jeff Pals	Ed Martin	Will Swartz	Caitlin Petty	Sam McFadden
		(602) 996-3444	(602) 243-0585	(480) 626-5257	480-243-2081	(602) 726-8470
		jeff@hennesymech.com	egm@jchinc.com	wswartz@cpepumps.com	caitlin.petty@dxpe.com	smcfadden@phoenixpumps.com
	TOTAL WORK CATEGORY PACKAGE VALUE	**$47,402**	**$32,564**	**NO BID**	**NO BID**	**NO BID**
	MCCARTHY SUBCONTRACT & FRONT END TERMS					
1	Compliant with McCarthy Front Ends	Yes	Yes			
2	Bid Submitted on McCarthy Bid Form	Yes	Yes			
3	Bid Bond Included with Bid (if over $250k Sub/$500k Supplier)	Yes	No			
4	Current Bank Reference Letter that shows Subcontractor or Vendor is in good standing. (The date on the letter provided should be within the last 30 days and the letter should include the status of their line of credit.)	Yes	Yes			
5	Surety Company	Merchants Bonding	N/A			
6	Surety AM Best Rating (Must be A- or Better)	Yes	N/A			
7	AM Best Financial Size X($500M to $750M) or higher	Yes	N/A			
8	Anticipated contract amount is less than the Federal UW Limit as listed on the Treasury Listing	Yes	N/A			
9	Bond/CDI Cost	1.295%	1.295%			
10	Included Insurance Requirements (Per Matrix)	Yes	Yes			
11	GL Insurance Company Name	Colony Insurance Co	The Cincinnati Casualty Co			
12	GL Insurance Carrier AM Best Rating (Must be A- or Better)	Yes	Yes			
13	PRL Insurance (If required by the Front Ends)	N/A	N/A			
14	Pollution Insurance (If required by the Front Ends)	N/A	N/A			
15	Tier 1 Approved	Yes	Yes			
16	Tier 2 Approved	N/A	N/A			
17	Safety Items:	Yes	Yes			
18	OSHA Recordable Incident Rate (Current)	Yes	Yes			
19	Agrees to comply with PPE requirements including 100% glove policy	Yes	Yes			
20	Acknowledges updated ladder policy (platform ladders)	Yes	Yes			
21	Task Hazard Analysis included for all tasks	Yes	Yes			
22	Tie-off above 6' required	Yes	Yes			
23	Includes Hoisting for Sub's Own Work Scope	N/A	N/A			
24	Acknowledges Soils Report	N/A	N/A			
25	Acknowledges Addenda	Yes	Yes			
26	Hold Bid for 150 Days	Yes	Yes			
27	Pricing good for the duration of the project	Yes	Yes			
28	Sales Tax Excluded	Yes	Yes			
29	**COVID-19 Market Questions**					
30	How has your work program been impacted by the COVID-19 situation? % of work stopped or delayed by more than 2 weeks?	No	No			
31	Have you had any future work opportunities canceled or delayed? What % of your future sales are projected to be impacted by COVID-19?	No	No			
32	Are you suffering productivity loss that is impacting the ability to complete work on time?	No	No			
33	Have you had any difficulty with employees not wanting to come to work because of the risk of infection?	No	No			
34	Have you experienced any unusual voluntary turnover as a result of COVID-19?	No	No			
35	Have you had to furlough or make a reduction in staff or go to a reduced workweek as a result of COVID-19 market conditions?	No	No			
36	Have you experienced and/or do you anticipate any issues with existing suppliers or vendors?	No	No			

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **11J - End Suction Centrifugal Pump (WAS)**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	Hennesy Mechanical	JCH	Capital Pump & Equipment	DXP	Phoenix Pumps Inc
		Jeff Pals	Ed Martin	Will Swartz	Caitlin Petty	Sam McFadden
		(602) 996-3444	(602) 243-0585	(480) 626-5257	480-243-2081	(602) 726-8470
		jeff@hennesymech.com	egm@jchinc.com	wswartz@cpepumps.com	caitlin.petty@dxpe.com	smcfadden@phoenixpumps.com
	TOTAL WORK CATEGORY PACKAGE VALUE	**$47,402**	**$32,564**	**NO BID**	**NO BID**	**NO BID**
37	Do you have any overseas suppliers that may be impeding your supply chain?	No	No			
38						
39	Per Plans & Specifications	Yes	Yes			
40	Division 1 as it relates to this scope of work	Yes	Yes			
41	Spec Section 01300 - Submittals	Yes	Yes			
42	Spec Section - 01640 Materials and Equipment	Yes	Yes			
43	Spec Section - 01650 Starting of Systems	Yes	Yes			
44	Spec Section - 05051 Anchor Bolts, Toggle Bolts, Concrete Inserts	Yes	Yes			
45	Spec Section - 09900 - Painting	Yes	Yes			
46	Spec Section - 10400 - Equipment Identification Plates	Yes	Yes			
47	Spec Section - 11295 Hydraulic Valves	Yes	Yes			
48	Spec Section - 11314 - End Suction Centrifugal Pumps	Yes	Yes			
49	Spec Section - 13447 - Electric Motor Actuators	Yes	Yes			
50	Spec Section - 15990 - Testing, Adjusting and Balancing	Yes	Yes			
51	Spec Section - 16161 - Control Panels	Yes	Yes			
52	Spec Section - 16225 - Electric Motors 250 Hp or Less	Yes	Yes			
53	Spec Section - 17454 Operations and Control Descriptions	Yes	Yes			
	Scope of Work					
	Base Bid:	$41,021	$29,830			
54	Provide all labor, materials, tools, equipment and appurtenances as required to perform the Work Category 11J - End Suction Centrifugal Pump, in accordance with and reasonably inferable from the Contract Documents, complete and without exception unless otherwise noted below, including, but not limited to the following:	Yes	Yes			
55	Check to Spec completed and submitted to McCarthy	No	Yes			
56	1 Year warranty from Final Acceptance (Aug 2023)	$275	Yes			
57	Provide (2) WAS Pumps (PMP-449-165 & PMP-449-166)	Yes	Yes			
58	Pump rated for 450GPM at TDH of 39'	Yes	Yes			
59	Pump to be 10 HP, 460V/3 Phase/ 60Hz	Yes	Yes			
60	Complete shop tests per specification 11314	Yes	Yes			
61	Shop tests to be witnessed by Professional Engineer and sign/seal test data	Yes	Yes			
62	Pump manufacturer to be Pentair Fairbanks or Approved Equal	Pentair Fairbanks	Flygt			
63	Motor to be TEFC & can sustain 15 starts per hour	Yes	Yes			
64	Motor the meet Spec 16225 section 2.5A.2. - TEFC - frame size 182 and larger frame and end shield to be cast iron. Smaller frame size may be rolled steel with cast metal end shields. Motors to have condensate drain holes, For frame size 286 and larger, provide automatic breather/drain device in drain hole.	Yes	No			
65	Pump to be painted according to section 2.4 of spec 11314	Yes	Yes			
66	Approved motor manufacturer per 16225; General Electric, Emerson US Motors, or Siemens	Yes	Yes			
67	Extended Motor Warranty (5 Years per 16225)	Yes	Yes			
68	Pre-Installation inspection prior to pump install	Yes	Yes			

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **11J - End Suction Centrifugal Pump (WAS)**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	Hennesy Mechanical	JCH	Capital Pump & Equipment	DXP	Phoenix Pumps Inc
		Jeff Pals	Ed Martin	Will Swartz	Caitlin Petty	Sam McFadden
		(602) 996-3444	(602) 243-0585	(480) 626-5257	480-243-2081	(602) 726-8470
		jeff@hennesymech.com	egm@jchinc.com	wswartz@cpepumps.com	caitlin.petty@dxpe.com	smcfadden@phoenixpumps.com
	TOTAL WORK CATEGORY PACKAGE VALUE	**$47,402**	**$32,564**	**NO BID**	**NO BID**	**NO BID**
69	Provide anchor design for installation	$3,000	Yes			
70	Provide anchors and epoxy for installation	$2,000	$2,000			
71	Provide flushing and replacement of fluids for start up prior to beneficial use	$1,500	N/A			
72	Spare parts as specified	Yes	Yes			
73	Independent Vibration Testing	Yes	Yes			
74	Performance Test - Performance Level 1, Vibration Level 2, Noise Level 1 per specification	Yes	$1,318			
75	Provide lifting lugs for proper installation	Yes	Yes			
76	All metallic surfaces (including pipe, supports, and enclosure) shall be primed per the requirements of the 09900 - Painting	Yes	Yes			
77	Shipping shall be FOB jobsite	Yes	Yes			
78	O&M's per specification section 01781	Yes	Yes			
79	Training: per the Spec 01821 - 8 Hours of Operator Training	Yes	Yes			
80	Manufactures Services	Yes	Yes			
81	Startup days/trips included: 1 (8 HR) Day not including travel time	Yes	Yes			
82	Cost per additional day/trip: 1 Trip for 1 (8 HR) Day	$1,200/Day	$1,200/Day			
83	**GMP 1 Early Submittal**	-$1,000	-$1,000			
84	COVID-19 Scope Items					
85	Proposal includes CDC, Federal, State and Local OSHA guidelines for COVID-19.	Yes	Yes			
86	Your proposal shall include all productivity, schedule, and other impacts to cost and schedule.	Yes	Yes			
87	All personnel onsite must maintain 6'0" spacing between personnel and shall have facemasks on at all times that align with CDC, Federal, State or Local OSHA guidelines for COVID-19.	Yes	Yes			
88	Work activities that require personnel to be closer than 6'0" must have a plan presented and approved by McCarthy before work activity commences. Work activities within 6'0" shall also include the appropriate masks and PPE while performing the work.	Yes	Yes			
89	All tools and equipment used must be sanitized each day.	Yes	Yes			
90	Personnel must comply with all hand washing and sanitizing requirements set by McCarthy.	Yes	Yes			
91	Subcontractors with onsite trailers must sanitize trailer interior high contact areas and restroom facilities daily. Subcontractors must have a plan approved by McCarthy to maintain 6' social distancing within the trailer as required by the AHJ.	Yes	Yes			
92	Personnel are not allowed to carpool to the site or while onsite.	Yes	Yes			
93	Any personnel reporting symptoms must be immediately reported to McCarthy and follow the appropriate testing and quarantine protocols.	Yes	Yes			
94						
95	End of Scope					
96	Bond/CDI Cost	$606	$416	$0	$0	$0
	TOTAL WORK CATEGORY PACKAGE VALUE	**$47,402**	**$32,564**	**$0**	**$0**	**$0**

Fairbanks pump is a dry pit pump which is required for this application. Flygt is a submersible rail system. For Flygt pump to be used, piping connect would need to be changed, pad lengthened, location changed and similar applications in flow shown. This is in lieu f the rail portion.

08-19-2014 Rev.
Front Ends

BID PROPOSAL

Date APRIL 7, 2021

Bid Proposal of * HENNESY MECHANICAL SALES (hereinafter called "Bidder")

a ** LLC organized and existing under the laws of the State of ARIZONA.

* Insert name of firm.
** Insert corporation, partnership, or individual, as applicable.

(INSERT OWNER'S ADDRESS)
TO: McCarthy Building Companies, Inc.
6225 North 24th Street, Suite 200
Phoenix, Arizona 85016

The Bidder, in compliance with your Invitation for Bids for the construction of Chandler Water Reclamation Facility Improvements having examined the Contract Documents entitled City of Chandler, Chandler WRF Improvements Project, and other related documents and being familiar with the site of the proposed work, and with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, and the progress of work to date, if any, hereby proposes to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, superintendence, perform all work, provide all services, and to construct all work in accordance with the Contract Documents set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required.

The Bidder shall attach a copy of Bidders' detailed estimate to its Bid Proposal. This estimate shall identify all quantities shown in the documents or anticipated along with corresponding labor, material and equipment pricing.

After Bid Proposals are received, tabulated, and evaluated by McCarthy, said Bidder agrees to meet with McCarthy for the purpose of determining any duplications, omissions, or mutually agreed bid adjustments. For these meetings, the Bidder agrees to provide a complete, detailed cost breakdown; a list of all sub-subcontractors proposed for use in the work; and a list of all items, materials and their manufacturers proposed for use in the work.

The Bidder, if awarded a Subcontract, agrees to commence work and to fully complete its Work in accordance with a schedule to be established in collaboration with McCarthy under the provisions of the Additional Subcontractor Conditions of the Specifications.

The Bidder acknowledges receipt of the following Addenda: 4

BASE BID:

The Bidder agrees to perform all SECTION 11314 END SUCTION CENTRIFUGAL PUMPS (herein insert the title of the Work Category as it appears in the Additional Subcontractor Conditions) Work for Work Category No. 11J, as described in the Contract Documents, for the Lump Sum of FORTY ONE THOUSAND AND TWENTY ONE DOLLARS DOLLARS ($ 41,021.00).

BID BREAKDOWN:

Airport WRF Total Amount $_____

- Aeration Basin $_____.
- Blower Piping $_____.
- Blower Ductbank $_____.
- Filters $_____.
- Maintenance Bldg $_____.

Ocotillo WRF Total Amount $_____

- Aeration/Anoxic $_____.
- RAS/WAS PS $_____.
- Clarifiers 1& 2 $_____.
- Filters $_____..
- MCC Replacement $_____..
- Reservoir $_____..
- Roads/Sitework $_____..

Performance & Payment Bond Cost *(If Applicable)* $ 1025.00

Total Subcontract Amount $ 42,046.00

The name of the proposed Bonding Company is MERCHANTS BONDING COMPANY

Bond rate _____% (VARIES)

All applicable taxes, except sales and use taxes on materials and equipment which are affixed and made a part of the real estate of the Project, are included in the above Base Bid. Bidder agrees that this Bid Proposal shall be good and may not be withdrawn unless McCarthy does not send Bidder a Subcontract within one hundred ~~twenty (160) calendar days~~ fifty (150) calendar days after the opening date of Bid Proposals.

(Amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

ALTERNATES:

The Bidder further agrees that if any or all of the Alternates listed and described below are incorporated and accepted within sixty (60) calendar days after receipt of a Subcontract from McCarthy, the Bidder will adjust its Subcontract by the amount indicated opposite the Alternates listed below.

ALTERNATE NO. 1: Filter Disc in Basin 7 Installation:

ADD the sum of $_____.

ALTERNATE NO. 2: Clarifier 3 Rehabilitation

ADD the sum of $_____.

ALTERNATE NO. 3: Sludge Holding Tank and Blower Bldg No. 2

ADD the sum of $_____.

ALTERNATE NO. 4: Removal/Replacement of Diffusers in 2 Aeration Basins

ADD the sum of $_____.

ALTERNATE NO. 5:_____

ADD the sum of $_____.

CHANGE ORDER RATES: (Add separate sheet as needed)

Markup % (on rates and material): _____.

Position: _____ Rate: _____.

Position: _____ Rate: _____.

Equipment: _____ Rate: _____.

Equipment: _____ Rate: _____.

SAFETY RECORDS

The Bidder certifies to the following Experience Modification Rates (EMR) and Incidence Rates for the three (3) most recent years:

	Year 2018	Year 2019	Year 2020
1. Compensation Experience Modification Rate:	.89	.89	.91
2. Incidence Rate:			
(a) Number of hours employees worked in the year.			
(b) Number of cases defined as recordable, from the OSHA Form 300 Log.			
(c) Total Recordable Incidence Rate = (b) x (200,000 hours) / Hours Worked (a)			

The Bidder understands that McCarthy reserves the right to reject any or all Bid Proposals and to waive any informalities or irregularities therein.

SELECT AS APPROPRIATE

☑ The Bidder has completed the Prequalification Form together with all other required data for McCarthy's' Contractor Default Insurance Program; OR

☐ The Bidder has not completed the Prequalification Form together with all other required data for McCarthy's' Contractor Default Insurance Program because the Bidder has provided the Form and all such information to McCarthy in the past 12 months for the following project:

_____ Project, which bid on: _____.

RESPONSIVE BID REQUIREMENTS:

DO NOT ENCLOSE YOUR STANDARD TERMS AND CONDITIONS

If any exceptions are taken to the requirements of this Proposal form, attach a separate sheet listing those exceptions, stating the sections and paragraphs and the specific exception.	(initials)
In submitting this proposal, the Bidder certifies that this bid is valid for 150 calendar days.	(initials)
In submitting this Proposal as described herein, we agree to complete the work in accordance with the included Preliminary Construction Sequence.	(initials)
In submitting this Proposal, the Bidder certifies that all cost for extended warranties to start on the date of Substantial Completion is included. Per Scopes	(initials)
In submitting this proposal as described herein, we confirm that we have received, reviewed and agree to all commercial terms stated in the McCarthy Subcontract and Purchase Order Agreement. Any exception taken to the commercial terms stated in these Agreements must be listed on a separate sheet noting the article or paragraph and the specific exception. ***Bidders attached Standard Terms and Conditions will not be acknowledged or accepted as part of any given bid.*** See Attached	(initials)
In submitting this proposal as described herein, the Bidder certifies that this bid is coordinated based on a complete set of documents and that there will be no claims for change order based on the assertion that the Bidder did not have a complete set of Bidding Documents.	(initials)
In submitting this proposal, the Bidder certifies that they have included all spare parts, training, O & M Manuals, shop drawings and administration costs as associated to comply with the requirements of the specifications and as listed for their scope of work.	(initials)
A bid will be considered non-responsive if the Subcontractor Pre-Qualification Form is not completed as part of the Bid Form **(or on file at McCarthy office)**.	(initials)
The Bidder, by submitting their bid, represents that they have read and understand the scope requirements of the Bidding Documents.	(initials)
The Bidder certifies that any proposed materials in this scope of work meet or exceeds the requirements stated in the specifications unless noted otherwise within this proposal.	(initials)
The bidder certifies that the price listed in this bid is a firm Price through the final delivery of the materials proposed herein, and that no material escalation will be accepted as part of this proposal.	(initials)

Within fifteen (10) days after receipt by the Bidder from McCarthy of the Subcontract or Purchase Order, the Bidder will execute and return to McCarthy said Subcontract or Purchase Order and if notified from McCarthy that Bidder is not to be enrolled in McCarthy's Contractor Default Insurance Program, deliver to McCarthy Performance and Labor and Material Payment Bonds for the Subcontract or a Supply Contract Bond for the Purchase Order, or the difference between the amount of the bid and such larger amount for which McCarthy may subcontract with another party to perform the work covered by said bid, together with all court costs, all attorney fees and all other expense of recovery, all of which shall not exceed the Bid Security attached in the amount of 15% of the bid, will become the property of McCarthy. The bonds shall name McCarthy as Obligee.

If an Individual:

Authorized Signature: _____

Name (print): _____

Email: _____

Business Address: _____

_____

If a Partnership:

Authorized Signature: _____

Name (print): JEFFERSON T. PALS

Email: jeff@hennesymech.com

Authorized Signature: _____

Name (print): _____

Email: _____

Business Address: 201 S. 26th STREET

PHOENIX, AZ. 85034

If a Corporation:

Authorized Signature: _____

Name (print): _____

Email: _____

Title: _____

Business Address: _____

_____

Telephone _____

Contractor License Number: _____

General Liability Insurance Carrier (not the agent): _____

*Please attach a sample certificate of insurance and current W9 form to your bid.

HENNESY Mechanical Sales L.L.C.
Hydro Mechanical Solutions

201 South 26th Street
Phoenix, Arizona 85034

602.996.3444
Fax: 602.996.9408

Albuquerque, NM
505.220.5908

AZ / NM / TX
Toll Free: 800.841.8148

Email: sales@hennesymech.com
www.hennesymech.com

April 7, 2021

TO: Nicole Azuri
McCarthy Companies

RE: Chandler Ocotillo

Dear Nicole,

We are in receipt and acknowledge compliance with 4 addendums. Please see our scopes below of the limited sections we are determining to participate in bidding. We will be following up and providing the bid bond as soon as possible.

Section 11310 Vertical Turbine Pumps

One (1) each Fairbanks Nijhuis 16" 8316 Axial Flow Vertical Pump known as the Mixed Liquor Return and Tag PMP-419-006.

Clarifications:

- Pump is provided with above ground discharge head and 10" column piping below grade not to exceed 10 ft lengths as per the specifications.
- Pump bearings are water flush lubricated (flushing system is by others).
- Mechanical seal is provided along with a spacer coupling. Mechanical seal includes upgraded seal faces.
- Pump comes fully assembled with final setting of the 60HP, 900 RPM motor by the contractor. Electrical hook up by others.
- Coating of interior column is as specified.
- Exterior painting is factory primer and final field coating is by others.
- Resonant Frequency calculations in submittals will be provided to comply to the 25% design above or below operating rotational frequencies.
- Factory Performance testing is included and will be provided. Factory noise testing is never very well received, practical or valuable but will be provided.
- All field testing is included per the specifications including the noise and vibration level testing.
- Setting of the mechanical seal and spacer coupling will be by HMS prior to startup.
- Spare parts are included and consist of; 1 Set of lineshaft bearings, one mechanical seal, one set of bearings for the motor provided. (if specified).

- One electronic submittal is included and one electronic O&M submittal in pricing. Any hard copies will be at an additional cost adder. Re-submittals if required will be 4-6 weeks.
- Standard warranty is 12 months from startup, 18 months from shipment. We did not see extended warranty required.
- Motor Exceptions are noted on the stand-alone Fairbanks Motor Exceptions Sheet.
- **NOT** included: any controls, water flushing systems or related controls, gauges, valves, piping supports, no anchoring hardware or anchoring calculation are offered, no lubricants or greases for startup, or anything else not specifically noted as being included.

LOT PRICE.....$88,679.00

Terms: Net 30 Days, NO retention allowed
FOB: Delivered
Delivery: 8-10 weeks for Submittals, 24-26 weeks to ship for production

Section 11314 End Suction Centrifugal Pumps

Two (2) each Fairbanks Nijhuis 4" B5423 horizontal mounted WAS Pumps. These pumps are identical to the pumps that Chandler has had in service for many years. These pumps exceed the current set of specifications in so many ways it is not practical to provide a check to spec as a review but rather we will note the construction in greater detail below along with comments to complying to specification requirements as related to service, spare parts, etc.

Clarifications:

- Pumps are heavy duty construction designed for slurry service at 450 GPM @ 39 ft TDH. Pumps are provided with discharge position #1 and mounted on structural steel horizontal baseplates complete with factory coupling, coupling guard and 10HP, 1200 RPM, TEFC, premium eff 256T framed motor, 50C, 1.15 SF, 3/60/460 all pre-mounted.
- Impellers are two vane non-clog type, cast iron A48-CL30 and dynamically balanced, operating in the CW rotation and capable of handling 3" solids.
- Special mechanical seals are provided with stainless steel shaft sleeve. Any mechanical seal flushing system is to be provided by others.
- Standard factory primer coating is included. Final field painting is by others.
- Spare parts are included as identified as (1) each set of gaskets and (1) each spare mechanical seal. No special tools are needed, so none is provided.
- Each pump is factory non-witnessed (PE Stamped) performance tested and results are provided for engineering approval prior to equipment being shipped.
- Each pump is factory non-witnessed hydro tested and results are submitted.
- Field testing is included which is parts of HMS startup and includes final laser field alignment of the pumps and motors (cold only) after installation by the contractor prior to startup.

- Standard warranty is 12 months from startup not to exceed 18 months from shipment. We are including one additional year of warranty which is 24 months from startup not to exceed 30 months from shipment.
- One electronic submittal is included and one electronic O&M submittal in pricing. Any hard copies will be at an additional cost adder. Re-submittals if required will be 4-5 weeks.
- Motor Exceptions are noted on the stand-alone Fairbanks Motor Exceptions Sheet.
- **NOT** provided: Controls of any kind, seal water flushing lines or controls, no anchoring hardware, no anchoring calculations, or valves, piping supports, gauges, lubricants or greases for startup, or anything else not specifically noted as being included.

LOT PRICE.....$41,021.00

Terms: Net 30 Days, NO retention allowed
FOB: Delivered
Delivery: 6-8 weeks for Submittals, 12-14 weeks to ship for production.

Noted below are HMS noted exceptions to the McCarthy T&C's. We are also noting that we are a supplier and not a subcontractor and much of the language is written to subcontractors and as such does not apply.

2. Invoicing. Since the invoicing is by email or electronic McCarthy can make the copies the require. We will attempt to obtain the Bill of lading and have that information display the items noted as requested but we cannot guarantee it.

3. Payment. We do not accept retention so our invoices must be paid 100% to the amount invoiced and payment must by Arizona law be paid within 7 days of payment to McCarthy. Any Bonds required on the project are billed when the Bond is presented and payments is due NET UPON RECIEPT.

4. Shipping. Since pump testing and curve approval is required that will be your point of knowing when the equipment will soon be shipping. Any freight damage must be noted on the Bill of Lading and reported to HMS within 24 hours or McCarthy maybe subject to the cost to repair the damage.

5. Submittals. Returned submittals will vary depending upon the engineering comments back but never will then happen in 48 hours. We can acknowledge receipt of receiving them in 48 hours. Submittals marked Approved as Noted are typical seen as OK to release to production and can be replied to within 1-2 weeks. Items with revise and resubmit can require 3-4 weeks for a resubmittal, sometimes more.

Liquidated Damages: We would need to limit the L.D.'s to the value of the order value itself.

As I mentioned early, due to much of the confusion surrounding the bidding process we were not ready for the Bid Bond but I will get one to you as a follow up ASAP.

Let me know if you have any other questions.

Regards,

Jefferson (Jeff) Pals
President
Hennesy Mechanical Sales

FAIRBANKS COMMENTS TO MOTOR SPECS:

SECTION 16225 - ELECTRIC MOTORS 250 HORSEPOWER OR LESS *(Dated March 2021)*

1.	[Clarification]	1.2.B	Motor has been quoted with typical features & testing of IEEE 841. Motor will not be rated or nameplated IEEE 841.
2.	[Clarification]	1.2.C	Nidec does not provide Prototype Test data. If additional tests will be required, please ask for a requote.
3.	[Exception]	1.2.D	Exception to 5 years warranty. Motor shall have Nidec standard limited warranty for 36 months from installation or 42 months from manufacturing date; whichever expires first.
4.	[Clarification]	1.3.A.1.a	Marked specifications will be supplied after confirmation of order. Please refer to this quotation on clarifications and extensions.
5.	[Clarification]	1.3.A.2	Motor performance data sheet shall be per Nidec standard.
6.	[Clarification]	1.3.A.4	Guaranteed efficiency is at full load only. Nidec will supply typical values at ¾ & ½ load.
7.	[Exception]	1.3.A.9, 2.6.A.3	Response curve will be a buyout item and shall be done by others.
8.	[Clarification]	1.7.A	Please ask for a re-quote if winding thermal protector is required. Pricing subject to change.
9.	[Clarification]	2.1.A	Nidec nameplate will have laser etched markings.
10.	[Clarification]	2.1.C.1, 2.2.A.14	To meet the intent of IEEE841, motors should have 50,000 Hours L-10 Bearing Life. There were no customer down thrust values provided, thus to meet this bearing life requirement, motors shall have maximum allowable down thrust capacity at 100%. Increasing down thrust capacity than what is described above shall be subject for an extra high thrust requirement. Increasing thrust capacity over stated standard high-thrust values to meet a specified bearing life will decrease motor efficiency due to the additional losses of larger capacity bearing arrangements.

11.	[Clarification]	2.2.A.16	Motor shall have oil-lubricated upper bearing and grease-lubricated lower bearing as standard.
12.	[Clarification]	2.2.A.9	Motor will have UL recognized components for this motor type. Quoting qty-1 stainless steel breather/drains on lower bracket only. If other types and quantity will be required, please ask for a requote.
13.	[Clarification]	2.2.A.12	Rotors shall be die-cast aluminum. Copper bar rotor is not available on the requested rating.
14.	[Clarification]	2.2.A.15	Bearing temperature rise requirements is still being confirmed by engineering inquiry. This requirement will be confirmed through email or an updated quote once done. Please ask for a re-quote if bearing protective devices are required.
15.	[Clarification]	2.2.A.16	Grease fitting is a standard feature of this motor.
16.	[Exception]	2.2.A.19	Matching paint of motor and driven equipment as an assembled equipment shall be done by others.
17.	[Clarification]	2.2.A.18	The approved High-Grade USDA epoxy paint is as quoted above. If different paint will be required, please provide MSDS sheet for Quoting Nidec standard paint and preparation If special paint is required, please supply MSDS for Engineering review and approval. Plant review and approval.
18.	[Clarification]	2.4.G.1	Motor will have ground lug in conduit box only.
19.	[Exception]	2.6.A.4	Exception to Overhaul Instructions. This is provided at Motor Repair Facilities only and will not be part of submittal package.

SECTION 11310 - VERTICAL TURBINE PUMPS *(Dated March 2021)*

20.	[Clarification]	1.5.A	Motor has been quoted with typical features & testing of IEEE 841. Motor will not be rated or nameplated IEEE 841.
21.	[Clarification]	1.6.A.2.o	Marked specifications will be supplied after confirmation of order. Please refer to this quotation on clarifications and extensions.
22.	[Clarification]	1.7.B.2	Due to the increasing surge of COVID-19 cases, Nidec Motor Corporation is only offering non-witnessed, virtual, video testing. Nidec Motor Corporation is taking these measures to ensure the safety of its employees and visitors. Once the COVID-19 cases subside, Nidec Motor Corporation will consider limited, In-Person

			Witness Testing on a case- by-case basis and by request. Nidec Motor Corporation appreciates your understanding and flexibility	
23.	Clarification]	2.4.A.4.a	Refer to comment #10.	
24.	[Exception]	2.4.H.1.b	Motor sizing shall be by others.	
25.	[Clarification]	2.4.I.f	Inverter Duty is not required per 2.5.A design criteria.	
26.	[Exception]	2.5.A	Taking exception to Sound Test for this rating.	
27.	[Clarification]	2.6.A	Refer to comment #16.	
28.	[Clarification]	3.4	Nidec offers limited / start up services at an additional charge. Please refer to the Technical Service/Start up Service rates for reference.	

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **11K - Equipment Installation**

GMP Date: **5/4/2021 Rev 6/21/2021**

		Recommended				
COMPANY INFORMATION		**McCarthy**				
		Jason House				
		972-322-1125				
		Jhouse@mccarthy.com				
TOTAL WORK CATEGORY PACKAGE VALUE		**$1,675,810**				
MCCARTHY SUBCONTRACT & FRONT END TERMS						
1	Compliant with McCarthy Front Ends	Yes				
2	Bid Submitted on McCarthy Bid Form	Yes				
3	Bid Bond Included with Bid (if over $250k Sub/$500k Supplier)	N/A				
4	Current Bank Reference Letter that shows Subcontractor or Vendor is in good standing. (The date on the letter provided should be within the last 30 days and the letter should include the status of their line of credit.)	N/A				
5	Surety Company	Allianz-Starr				
6	Surety AM Best Rating (Must be A- or Better)	A+				
7	AM Best Financial Size X($500M to $750M) or higher	Yes				
8	Anticipated contract amount is less than the Federal UW Limit as listed on the Treasury Listing	N/A				
9	Bond/CDI Cost	0.000%				
10	Included Insurance Requirements (Per Matrix)	N/A				
11	GL Insurance Company Name	Travelers				
12	GL Insurance Carrier AM Best Rating (Must be A- or Better)	A+				
13	PRL Insurance (If required by the Front Ends)	N/A				
14	Pollution Insurance (If required by the Front Ends)	N/A				
15	Tier 1 Approved	Yes				
16	Tier 2 Approved	Yes				
17	Safety Items:	Yes				
18	OSHA Recordable Incident Rate (Current)	.39				
19	Agrees to comply with PPE requirements including 100% glove policy	Yes				
20	Acknowledges updated ladder policy (platform ladders)	Yes				
21	Task Hazard Analysis included for all tasks	Yes				
22	Tie-off above 6' required	Yes				
23	Includes Hoisting for Sub's Own Work Scope	Yes				
24	Acknowledges Soils Report	Yes				
25	Acknowledges Addenda	Yes				
26	Hold Bid for 150 Days	Yes				
27	Pricing good for the duration of the project	Yes				
28	Sales Tax Included	No				
29	**COVID-19 Market Questions**					
30	How has your work program been impacted by the COVID-19 situation? % of work stopped or delayed by more than 2 weeks?	No				
31	Have you had any future work opportunities canceled or delayed? What % of your future sales are projected to be impacted by COVID-19?	No				
32	Are you suffering productivity loss that is impacting the ability to complete work on time?	No				
33	Have you had any difficulty with employees not wanting to come to work because of the risk of infection?	No				
34	Have you experienced any unusual voluntary turnover as a result of COVID-19?	No				
35	Have you had to furlough or make a reduction in staff or go to a reduced workweek as a result of COVID-19 market conditions?	No				
36	Have you experienced and/or do you anticipate any issues with existing suppliers or vendors?	No				
37	Do you have any overseas suppliers that may be impeding your supply chain?	No				

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **11K - Equipment Installation**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

COMPANY INFORMATION		**McCarthy**				
		Jason House				
		972-322-1125				
		Jhouse@mccarthy.com				
TOTAL WORK CATEGORY PACKAGE VALUE		**$1,675,810**				
38						
39	Per Plans & Specifications	Yes				
40	Division 1 as it relates to this scope of work	Yes				
41	02050 - Demolitions	Yes				
42	03600 - Grout	Yes				
43	05051 - Anchor Bolts, Toggle Bolts, and Concrete Inserts	Yes				
44	09900 - Painting	Yes				
45	10400 - Equipment Identification Plates	Yes				
46	11221 - Hyperbolic Mixers and Accessories	Yes				
47	11295 - Hydraulic Gates and Stop Logs	Yes				
48	11295 - Hydraulic Valves	Yes				
49	11310 - Vertical Turbine Pumps	Yes				
50	11311.1 - Submersible Pumps for Dry Pit Application	Yes				
51	11314 - End Suction Centrifugal Pumps	Yes				
52	11335 - Secondary Clarifier Mechanism	Yes				
53	11371 - Positive Displacement Blowers (Bid Alternate #3)	Yes				
54	11375 - Aeration Systems	Yes				
55	11376 - Coarse Bubble Aeration Systems (Bid Alternate #3)	Yes				
56	11400 - Disc Filter System	Yes				
57	16225 - Electric Motors 250 HP or Less	Yes				
Scope of Work						
Base Bid:		$1,739,540				
58	Provide all labor, materials, tools, equipment and appurtenances as required to perform the Work Category 11K - Equipment Installation, in accordance with and reasonably inferable from the Contract Documents, complete and without exception unless otherwise noted below, including, but not limited to the following:	Yes				
59	Check to Spec completed and submitted to McCarthy	Yes				
60	1 year warranty from Final Acceptance (Aug 2023)	Yes				
61	Demolition of Process Equipment:	Yes				
62	General Demolition	Yes				
63	Subcontractor to coordinate sequence of demolition with CMAR schedule to ensure maintenance of Plant Operations.	Yes				
64	Subcontractor to include dumpsters and haul-off / disposal fees for their demolition scope. The CMAR dumpsters will not be used for any demolition scopes.	Yes				
65	AWRF – Process Equipment Demolition	Yes				
66	Demolish Filter Influent and Backwash Effluent Slide Gates and Actuators at Filters,	Yes				
67	OWRF – Process Equipment Demolition	Yes				
68	Demolish Clarifier Mechanism including suction pipe, access walkway, stairs, guardrail/handrail, center platform, scum box, etc. for Final Clarifiers 1 & 2.	Yes				
69	Demolish Sluice Gates, Slide Gates, and Actuators at Anoxic Basins. Refer to Spec Section 11285 – Hydraulic Gates and Stop Logs and Drawings for clarification on extent of gate demolition.	Yes				

Project Name: Chandler WRF Improvements
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Work Category: **11K - Equipment Installation**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

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TOTAL WORK CATEGORY PACKAGE VALUE		**$1,675,810**				
70	Demolish Vertical Propeller Mixers at Anoxic Basins.	Yes				
71	Demolish Mixers at Clarifier Splitter Box.	Yes				
72	Demolish Sluice Gates, Weir Gates, and Actuators at Clarifier Splitter Box.	Yes				
73	Demolish RAS and WAS Pumps at RAS/WAS Pump Station.	Yes				
74	Installation of Process Equipment:	Yes				
75	General Process Equipment Installation	Yes				
76	Subcontractor to inspect, receive, store, and install Process Mechanical Equipment that is furnished by CMAR.	Yes				
77	Subcontractor to provide hoisting for their scope of work, including unloading and handling prior to installation.	Yes				
78	Once equipment is received from CMAR, Subcontractor is responsible for proper storage, protection, installation and maintenance (including pre-installation and pre-startup) per the manufacturers instructions and Contract Documents.	Yes				
79	AWRF – Process Equipment Installation	Yes				
80	Fine Bubble Aeration Systems at (2) A-Basins	Yes				
81	Disc Filters at Filters (Filters 1 thru 5)	Yes				
82	Hydraulic Gates per the Gate Schedule	Yes				
83	OWRF – Process Equipment Installation	Yes				
84	Hyperbolic Mixers and Accessories at Anoxic Basins	Yes				
85	Vertical Turbine Pumps at Anoxic Basins	Yes				
86	Secondary Clarifier Mechanisms at Clarifiers 1 & 2	Yes				
87	Submersible Pumps for Dry Pit Application at RAS/WAS PS	Yes				
88	End Suction Centrifugal Pumps at RAS/WAS PS	Yes				
89	Disc Filters at Filters (Filters 1 thru 4)	Yes				
90	Hydraulic Gates per the Gate Schedule	Yes				
91	Shipping shall be FOB jobsite	Yes				
92	Unloading & storage	Yes				
93	Temporary protection & enclosure	Yes				
94	Preventative maintenance	Yes				
95	O&M's per specification section 01781	Yes				
96	Coordinating and Scheduling Manufacturer's Training of Plant Personnel	Yes				
97	Spare Parts per the Specifications	Yes				
98	Coordinating and Scheduling Manufactures Services	Yes				
99	Performance testing: Per Spec	Yes				
100	**GMP 1 Early Demo**	-$63,730				
101	COVID-19 Scope Items					
102	Proposal includes CDC, Federal, State and Local OSHA guidelines for COVID-19.	Yes				
103	Your proposal shall include all productivity, schedule, and other impacts to cost and schedule.	Yes				
104	All personnel onsite must maintain 6'0" spacing between personnel and shall have facemasks on at all times that align with CDC, Federal, State or Local OSHA guidelines for COVID-19.	Yes				
105	Work activities that require personnel to be closer than 6'0" must have a plan presented and approved by McCarthy before work activity commences. Work activities within 6'0" shall also include the appropriate masks and PPE while performing the work.	Yes				

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **11K - Equipment Installation**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

COMPANY INFORMATION		**McCarthy**				
		Jason House				
		972-322-1125				
		Jhouse@mccarthy.com				
TOTAL WORK CATEGORY PACKAGE VALUE		**$1,675,810**				
106	All tools and equipment used must be sanitized each day.	Yes				
107	Personnel must comply with all hand washing and sanitizing requirements set by McCarthy.	Yes				
108	Subcontractors with onsite trailers must sanitize trailer interior high contact areas and restroom facilities daily. Subcontractors must have a plan approved by McCarthy to maintain 6' social distancing within the trailer as required by the AHJ.	Yes				
109	Personnel are not allowed to carpool to the site or while onsite.	Yes				
110	Any personnel reporting symptoms must be immediately reported to McCarthy and follow the appropriate testing and quarantine protocols.	Yes				
111						
112	End of Scope					
113	Bond/CDI Cost	$0				
	TOTAL WORK CATEGORY PACKAGE VALUE	**$1,675,810**				

Estimate Detail

Chandler WRF Improvement Project GMP 2

6/21/2021

Description	Quantity		Unit Price	Labor Total	Equip Total	Mat Total	Sub Total	Total
11K – Equipment Installation								
A - AB Diffuser replacements				**135,306**	**2,860**			**$139,166**
Aeration Systems								
Fine Bubble Diffusers w/ 4" laterals, supports, and accessories.	15,080.0	SF	8.54	126,634	2,195			$128,829
12" PVC Sch-40 Manifold w/ supports and dropleg couplings	144.0	LF	23.42	3,373				$3,373
10" PVC Sch-40 Manifold w/ supports and dropleg couplings	50.0	LF	18.28	914				$914
6" PVC Sch-40 Manifold w/ supports and dropleg couplings	122.0	LF	11.43	1,394				$1,394
Unload, Store & Protect	2.0	EA	1,746.45	1,828	665			$3,493
Startup & Training	2.0	EA	581.56	1,163				$1,163
A - Filters				**168,953**	**43,777**	**1,050**	**17,360**	**$238,076**
Hydraulic Gates and Stop Logs								
Filter Influent Slide Gate 48" x 24" w/ electric motor actuator	6.0	EA	3,375.38	15,767	4,486			$20,252
Common Filter Effluent Slide Gate 48" x 60" w/ electric motor actuator	1.0	EA	3,661.01	2,913	748			$3,661
Grout for Slide Gates	7.0	EA	607.01	3,199		1,050		$4,249
Unload, Store & Protect	7.0	EA	330.47	800	1,164			$2,313
Startup & Training	7.0	EA	145.39	1,018				$1,018
Disc Filter System								
Cloth Filter Media Assembly with center tube, drive assembly, 14 disc configuration, influent weir box	5.0	EA	16,606.60	67,694	14,952			$83,033
Backwash Pumps	10.0	EA	1,123.79	8,569	1,869			$11,238
External Piping Assembly Kit w/ Valves & Instruments	5.0	EA	5,137.27	20,614	4,673			$25,686
Unload, Store & Protect	5.0	EA	789.45	2,285	1,662			$3,947
Startup & Training	5.0	EA	1,163.13	5,816				$5,816
Preventative Maintenance	5.0	EA	1,744.69	8,723				$8,723
Demolition								
Demo existing Influent Slide Gate 60" x 72" w/ electric motor operator.	8.0	EA	1,287.81	7,312	2,990			$10,302
Demo existing Backwash Effluent Slide Gate 60" x 72" w/ electric motor operator.	8.0	EA	1,287.81	7,312	2,990			$10,302
Anthracite Filter Media Transfer and Loading	5.0	EA	8,691.37	12,853	8,244		17,360	$43,457
FRP								
FRP Grating for Platforms	150.0	SF	21.84	3,275				$3,275
Weirs 1' Weir and Hardware (Top Weir Walls)	42.0	LF	19.11	802				$802
O - Aeration / Anoxic & MCC Replacement				**110,396**	**25,670**	**2,450**		**$140,266**
Hyperbolic Mixers and Accessories								
Hyperbolic Mixer 5HP(shaft length approx. 29.5-foot)	8.0	EA	2,658.83	18,280	2,990			$21,271
Unload, Store & Protect	8.0	EA	723.23	3,656	1,330			$5,786
Startup & Training	8.0	EA	199.91	1,599				$1,599
Preventative Maintenance	8.0	EA	1,163.13	9,305				$9,305
Hydraulic Gates and Stop Logs								
IMLR Discharge Channel Slide Gate 30" x 36" w/ handwheel operator. Upward Opening	2.0	EA	3,146.88	4,799	1,495			$6,294
Anoxic Influent Channel Sluice Gate 36" x 36" w/ handwheel operator. Install on existing wall thimble. Upward Opening	2.0	EA	3,204.01	4,913	1,495			$6,408
IMLR Discharge Channel Expansion Slide Gate 60" x 72" w/ handwheel operator. Upward Opening	2.0	EA	3,946.64	6,398	1,495			$7,893
MLR Influent Pipe Sluice Gate 48" x 48" w/ handwheel operator. Install on existing wall thimble. Upward Opening	1.0	EA	3,489.64	2,742	748			$3,490
IMLR Pump Feed Sluice Gate 42" x 42" w/ handwheel operator. Upward Opening	1.0	EA	3,375.38	2,628	748			$3,375
IMLR (From future Oxic) Sluice Gate 42" x 42" w/ handwheel operator. Upward Opening	1.0	EA	3,375.38	2,628	748			$3,375
Anoxic Effluent Sluice Gate 60" x 72" w/ handwheel operator. Downward Opening	2.0	EA	3,946.64	6,398	1,495			$7,893
Anoxic Effluent Sluice Gate 60" x 72" w/ handwheel operator. Upward Opening	2.0	EA	3,946.64	6,398	1,495			$7,893
Anoxic Effluent Stop Log Frame 84" x 96" w/ Logs (7 ea. 12" tall & 2 ea. 6" tall).	2.0	EA	2,575.62	3,656	1,495			$5,151
Grout for Slide Gates	13.0	EA	607.01	5,941		1,950		$7,891
Grout for Stop Log Frames	2.0	EA	607.01	914		300		$1,214
Unload, Store & Protect	15.0	EA	330.47	1,714	2,493			$4,957
Startup & Training	15.0	EA	145.39	2,181				$2,181
Vertical Turbine Pumps								
MLR Vertical Turbine Pump 8,500 GPM @ 18' TDH, 60HP	1.0	EA	3,230.09	2,856	374			$3,230
Grout for Vertical Turbine Pump	1.0	EA	657.01	457		200		$657
Unload, Store & Protect	1.0	EA	823.23	457	166			$823
Startup & Training	1.0	EA	290.78	291				$291
Preventative Maintenance	1.0	EA	1,163.13	1,163				$1,163
Demolition								
Demo existing Sluice Gates 60" x 72" w/ handwheel operator	4.0	EA	1,287.81	3,656	1,495			$5,151
Demo existing Vertical Propeller Mixers	8.0	EA	1,744.82	10,968	2,990			$13,959
Demo existing Slide Gates 30" x 36" w/ handwheel operator	2.0	EA	1,287.81	1,828	748			$2,576
Demo existing Slide Gates 36" x 36" w/ handwheel operator	2.0	EA	1,287.81	1,828	748			$2,576

Estimate Detail

Chandler WRF Improvement Project GMP 2

6/21/2021

Description	Quantity		Unit Price	Labor Total	Equip Total	Mat Total	Sub Total	Total
Demo existing Slide Gates 42" x 42" w/ handwheel operator	2.0	EA	1,287.81	1,828	748			$2,576
Demo existing Slide Gates 48" x 48" w/ handwheel operator	1.0	EA	1,287.81	914	374			$1,288
O - Clarifiers				**179,265**	**23,990**			**$206,035**
Secondary Clarifier Mechanism								
100' Secondary Clarifier w/Half Bridge - INSTALLATION	2.0	EA	54,900.93	95,971	13,831			$109,802
FRP Weirs & Baffles	2.0	EA	11,958.83	22,850	747			$23,918
Stamford Baffles	2.0	EA	7,159.30	13,710	448			$14,319
Launder Brushes	2.0	EA	2,322.40	4,570	75			$4,645
Unload, Store & Protect	2.0	EA	1,646.45	1,828	665			$3,293
Startup & Training	2.0	EA	581.56	1,163				$1,163
Preventative Maintenance	2.0	EA	1,163.13	2,326				$2,326
Demolition								
100' Secondary Clarifier w/Half Bridge - DEMOLITION	2.0	EA	23,142.04	36,560	8,224			$46,284
Demo / Cut 14" diam RAS/WAS Pipe	2.0	EA	142.81	286				$286
O - Effluent Storage Reservoir				**15,922**	**4,569**	**750**		**$21,492**
Hydraulic Gates and Stop Logs								
CCB Stop Log Frame 48" x 156" w/ Logs	2.0	EA	2,575.62	3,656	1,495			$5,151
Reservoir Inlet Slide Gate 60" x 72" w/ electric motor actuator. Upward Opening	1.0	EA	3,946.64	3,199	748			$3,947
Reservoir Outlet Slide Gate 48" x 48" w/ electric motor actuator. Upward Opening	2.0	EA	3,489.64	5,484	1,495			$6,979
Grout for Slide Gates	3.0	EA	607.01	1,371		450		$1,821
Grout for Stop Log Frames	2.0	EA	607.01	914		300		$1,214
Unload, Store & Protect	5.0	EA	330.47	571	831			$1,652
Startup & Training	5.0	EA	145.39	727				$727
O - Filters				**127,129**	**28,244**	**1,350**		**$158,443**
Hydraulic Gates and Stop Logs								
Filter Influent Slide Gate 48" x 24" w/ electric motor actuator. Upward Opening	4.0	EA	3,375.38	10,511	2,990			$13,502
Common Filter Influent Channel Slide Gate 48" x 84" w/ handwheel operator. Upward Opening	2.0	EA	3,946.64	6,398	1,495			$7,893
Filter Bypass Channel Slide Gate 48" x 60" w/ handwheel operator. Upward Opening	1.0	EA	3,661.01	2,913	748			$3,661
Filter Bypass Stop Log Frame 48" x 48" w/ Logs (3 ea. 12" tall, 2 ea. 6" tall)	1.0	EA	2,575.62	1,828	748			$2,576
Common Effluent Channel Stop Log Frame 48" x 120" w/ Logs (9 ea. 12" tall, 2 ea. 6" tall)	1.0	EA	2,575.62	1,828	748			$2,576
Grout for Slide Gates	7.0	EA	607.01	3,199		1,050		$4,249
Grout for Stop Log Frames	2.0	EA	607.01	914		300		$1,214
Unload, Store & Protect	9.0	EA	330.47	1,028	1,496			$2,974
Startup & Training	9.0	EA	145.39	1,309				$1,309
Disc Filter System								
Cloth Filter Media Assembly with center tube, drive assembly, 12 disc configuration, influent weir box	4.0	EA	16,606.60	54,155	11,962			$66,426
Backwash Pumps	8.0	EA	1,123.79	6,855	1,495			$8,990
External Piping Assembly Kit w/ Valves & Instruments	4.0	EA	4,968.17	15,815	3,738			$19,873
Unload, Store & Protect	4.0	EA	789.45	1,828	1,330			$3,158
Startup & Training	4.0	EA	1,163.13	4,653				$4,653
Preventative Maintenance	4.0	EA	1,744.69	6,979				$6,979
Demolition								
Demo existing Slide Gates 48" x 84" w/ handwheel operator	2.0	EA	1,287.81	1,828	748			$2,576
Demo existing Slide Gates 48" x 30" w/ handwheel operator	1.0	EA	1,287.81	914	374			$1,288
Demo existing Slide Gates 48" x 60" w/ handwheel operator	1.0	EA	1,287.81	914	374			$1,288
FRP								
FRP Grating for Platforms	120.0	SF	21.84	2,620				$2,620
Weirs 1' Weir and Hardware (Top Weir Walls)	33.5	LF	19.11	640				$640
O - General (Temp Power, Potholing, Silo Gate)				**5,484**	**1,330**	**2,500**	**3,000**	**$12,314**
Cake Silo Isolation Gate								
Remove and Rotate existing Silo Isolation Gate	1.0	EA	12,313.83	5,484	1,330	2,500	3,000	$12,314
O - RAS/WAS Pump Station				**24,698**	**5,607**	**1,000**		**$31,630**
Submersible Pumps for Dry Pit Application								
RAS Dry Pit Submersible Pump 4,939.6 GPM @54.2 TDH, 85HP	3.0	EA	3,032.63	6,855	2,243			$9,098
Grout for Dry Pit Submersible Pump	3.0	EA	657.01	1,371		600		$1,971
Unload, Store & Protect	3.0	EA	532.01	1,371				$1,596
Startup & Training	3.0	EA	290.78	872				$872
Preventative Maintenance	3.0	EA	581.56	1,745				$1,745
End Suction Centrifugal Pumps								
WAS End Suction Centrifugal Pump 450 GPM @ 39' TDH, 10HP	2.0	EA	2,575.62	3,656	1,495			$5,151
Grout for End Suction Centrifugal Pump	2.0	EA	542.75	686		400		$1,086
Unload, Store & Protect	2.0	EA	278.50	457				$557
Startup & Training	2.0	EA	290.78	582				$582
Preventative Maintenance	2.0	EA	581.56	1,163				$1,163
Demolition								
Demo existing RAS Pumps	3.0	EA	1,744.82	4,113	1,121			$5,234
Demo existing WAS Pumps	2.0	EA	1,287.81	1,828	748			$2,576

Estimate Detail

Chandler WRF Improvement Project GMP 2

6/21/2021

Description	Quantity		Unit Price	Labor Total	Equip Total	Mat Total	Sub Total	Total
O - Splitter Box Mods				**39,126**	**12,336**	**1,350**		**$53,262**
Hydraulic Gates and Stop Logs								
Splitter Box Weir Gate 60" x 30" w/ handwheel operator. Downward Opening	4.0	EA	3,432.51	10,740	2,990			$13,730
Splitter Box Sluice Gate 24" x 24" w/ handwheel operator. Upward Opening	1.0	EA	3,032.63	2,285	748			$3,033
Stop Logs 60" x 42" (3 ea. 12" tall, 1 ea. 6" tall) in existing channel frame.	4.0	EA	3,032.63	9,140	2,990			$12,131
Grout for Slide Gates	9.0	EA	607.01	4,113		1,350		$5,463
Unload, Store & Protect	9.0	EA	330.47	1,028	1,496			$2,974
Startup & Training	9.0	EA	145.39	1,309				$1,309
Demolition								
Demo existing Mixers (smaller)	4.0	EA	1,287.81	3,656	1,495			$5,151
Demo existing Mixers (larger)	2.0	EA	1,516.31	2,285	748			$3,033
Demo existing Weir Gates 60" x 36" w/ handwheel operator	4.0	EA	1,287.81	3,656	1,495			$5,151
Demo existing Sluice gate 24" x 24" w/ handwheel operator	1.0	EA	1,287.81	914	374			$1,288
Z - General Requirements (both plants)				**459,592**	**14,497**	**121,136**		**$738,857**
Project/Field Supervision								
Assistant Project Manager (Kim Young)	16.0	WK	4,354.78	69,676				$69,676
Mech Superintendent (Jordan Woodworth)	32.0	WK	4,995.16	159,845				$159,845
Project Engineer (Taylor Meulemans)	48.0	WK	3,673.03	176,305				$176,305
General Carpentry								
Layout (Crew)	176.0	HR	63.64	11,201				$11,201
Survey Instruments	4.0	MO	550.00			2,200		$2,200
Cleanup, Saftey and Protection	40.0	WK	912.70	36,508				$36,508
Dump Fees	10.0	LD	260.06			2,601		$2,601
Job Support Items								
Double Wide Trailers (Ocotillo)	4.5	MO	1,441.00			6,485		$6,485
Tool Trailer	10.0	MO	151.78		1,518			$1,518
Motorola Radios	42.0	MO	75.00			3,150		$3,150
Water Distribution	13,917.3	MH	0.31	4,360				$4,360
Drinking Water/Cups	13,917.3	MH	0.18			2,505		$2,505
Coolers	5.0	EA	30.00			150		$150
First Aid	10.0	MO	175.00			1,750		$1,750
Personal Protective Gear	13,917.3	MH	1.25			17,397		$17,397
Scaffolding/Stairs	20.0	EA	750.00			15,000		$15,000
Fire Extinguishers	12.0	EA	150.00			1,800		$1,800
Control Logistics								
Yard Charges/Services	10.0	MO	500.00			5,000		$5,000
Safety Railing	300.0	LF	7.15	1,696		450		$2,146
Safety Programs	13,917.3	MH	0.29			4,036		$4,036
Drug Testing	13,917.3	MH	0.12			1,670		$1,670
Equipment Cost								
Small Tools	13,917.3	MH	1.50			20,876		$20,876
Consumables	13,917.3	MH	1.50			20,876		$20,876
Forklift - Petibone 8000	4.0	MO	3,244.74		12,979			$12,979
Fuel, Oil & Parts-Equip	12,978.9	%	0.40			5,192		$5,192
Indirect Cost								
McCarthy Travel (Equipment QC)	1.0	LS	10,000.00			10,000		$10,000
Contractor Fee @ 9%	1,595,908.5	%	0.09					$143,632
11K – Equipment Installation Total				**1,265,871**	**162,879**	**131,586**	**20,360**	**$1,739,540**

Chandler WRF Improvements Project

GMP 2 Work Category Solicited Subcontractors Summary

Work Category: **13A Wet Pipe Fire Extinguishing System**

Subcontractor/Supplier Name	***Status***
RCI Systems	*Recommended*
Aero Automatic Sprinkler Company	*Proposed*
Foothills Fire Protection	*Proposed*
Arizona Verde Fire Protection	*Proposed*
Climatec	*Declined*
Western States Fire Protection Company	*Declined*

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **13A - Wet Pipe Fire Extinguishing System**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

COMPANY INFORMATION		RCI Systems	Arizona Verde Fire Protection	Foothills Fire	Aero Automatic Sprinkler	Western States Fire Protection
		Jeff Little	Wade Green	Kevin Huennekens	Jerry Wear	Travis Sticka
		(480) 694-0856	(602) 278-1111	(480) 951-3434	(602) 763-4162	(6022) 727-2200
		jlittle@rcifire.com	wade@avfp.net	kevin@foothillsfire.com	jwear@aerofire.com	travis.sticka@wsfp.us
TOTAL WORK CATEGORY PACKAGE VALUE		**$32,703**	**$44,298**	**$46,476**	**$63,014**	**DECLINED**
MCCARTHY SUBCONTRACT & FRONT END TERMS						
1	Compliant with McCarthy Front Ends	Yes	Yes	Yes	Yes	
2	Bid Submitted on McCarthy Bid Form	Yes	Yes	Yes	Yes	
3	Bid Bond Included with Bid (if over $250k Sub/$500k Supplier)	N/A	N/A	N/A	N/A	
4	Current Bank Reference Letter that shows Subcontractor or Vendor is in good standing.	Yes	Yes	Yes	Yes	
5	Surety Company	Travelers Casualty & Surety	Western National Mutual Insurance Co.	Merchants Bonding Company	Travelers Casualty & Surety	
6	Surety AM Best Rating (Must be A- or Better)	A++	A+	A	A++	
7	AM Best Financial Size X($500M to $750M) or higher	Yes	Yes	No	Yes	
8	Anticipated contract amount is less than the Federal UW Limit as listed on the Treasury Listing	Yes	Yes	Yes	Yes	
9	Bond/CDI Cost	1.500%	1.600%	2.000%	0.500%	
10	Included Insurance Requirements (Per Matrix)	Yes	Yes	Yes	Yes	
11	GL Insurance Company Name	Travelers Property Casualty Co of America	Everest Indemnity Insurance Company	Great Divide Insurance Company	Old Republic Insurance Company	
12	GL Insurance Carrier AM Best Rating (Must be A- or Better)	A++	A+	A+	A+	
13	PRL Insurance (If required by the Front Ends)	Yes	Yes	Yes	Yes	
14	Pollution Insurance (If required by the Front Ends)	Yes	Yes	Yes	Yes	
15	Tier 1 Approved	Yes	Pending	Yes	Yes	
16	Tier 2 Approved	No	No	No	No	
17	Safety Items:	Yes				
18	OSHA Recordable Incident Rate (Current)	0	0.75	0.7	0.41	
19	Agrees to comply with PPE requirements including 100% glove policy	Yes	Yes	Yes	Yes	
20	Acknowledges updated ladder policy (platform ladders)	Yes	Yes	Yes	Yes	
21	Task Hazard Analysis included for all tasks	Yes	Yes	Yes	Yes	
22	Tie-off above 6' required	Yes	Yes	Yes	Yes	
23	Includes Hoisting for Sub's Own Work Scope	Yes	Yes	Yes	Yes	
24	Acknowledges Soils Report	Yes	Yes	Yes	Yes	
25	Acknowledges Addenda	Yes	Yes	Yes	Yes	
26	Hold Bid for 150 Days	Yes	Yes	Yes	Yes	
27	Sales Tax Included	No	No	No	No	
28	**COVID-19 Market Questions**					
29	How has your work program been impacted by the COVID-19 situation? % of work stopped or delayed by more than 2 weeks?	5%	0%	10%	No. Less than 0.5% of Aero's total work delayed.	
30	Have you had any future work opportunities canceled or delayed? What % of your future sales are projected to be impacted by COVID-19?	Yes, less than 5% now	No	10%	No	
31	Are you suffering productivity loss that is impacting the ability to complete work on time?	No	No	No	No	
32	Have you had any difficulty with employees not wanting to come to work because of the risk of infection?	No	No	No	No	
33	Have you experienced any unusual voluntary turnover as a result of COVID-19?	No	No	No	No	
34	Have you had to furlough or make a reduction in staff or go to a reduced workweek as a result of COVID-19 market conditions?	Yes, they are back now	No	Yes	No	
35	Have you experienced and/or do you anticipate any issues with existing suppliers or vendors?	Yes	No	Yes	No	

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **13A - Wet Pipe Fire Extinguishing System**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	RCI Systems	Arizona Verde Fire Protection	Foothills Fire	Aero Automatic Sprinkler	Western States Fire Protection
		Jeff Little	Wade Green	Kevin Huennekens	Jerry Wear	Travis Sticka
		(480) 694-0856	(602) 278-1111	(480) 951-3434	(602) 763-4162	(6022) 727-2200
		jlittle@rcifire.com	wade@avfp.net	kevin@foothillsfire.com	jwear@aerofire.com	travis.sticka@wsfp.us
	TOTAL WORK CATEGORY PACKAGE VALUE	**$32,703**	**$44,298**	**$46,476**	**$63,014**	**DECLINED**
36	Do you have any overseas suppliers that may be impeding your supply chain?	Yes	No	Yes	No	
37						
38	Per Plans & Specifications	Yes	Yes	Yes	Yes	
39	Division 1 as it relates to this scope of work	Yes	Yes	Yes	Yes	
40	13930 - Wet Pipe Fire Extinguishing System	Yes	Yes	Yes	Yes	
41	15140 - Supports and Anchors	Yes	Yes	Yes	Yes	
42	15400 - Plumbing Fixtures and Equipment	Yes	Yes	Yes	Yes	
	Scope of Work					
	Base Bid:	$28,395	$42,600	$42,500	$64,900	
43	Provide all labor, materials, tools, equipment and appurtenances as required to perform the Work Category 13A - Wet Pipe Fire Extinguishing System, in accordance with and reasonably inferable from the Contract Documents, complete and without exception unless otherwise noted below, including, but not limited to the following:	Yes	Yes	Yes	Yes	
44	Check to Spec completed and submitted to McCarthy	Yes	Yes	Yes	Yes	
45	1 year warranty from Final Acceptance (Aug 2023)	Yes	Yes	Yes	Yes	
46	Material Escalation Costs	$1,135	Yes	Yes	Yes	
47	BIM Coordination	$1,690	Yes	Yes	Yes	
48	All work provided shall be manufactured, installed, and tested in accordance the latest standard of NFPA 13	Yes	Yes	Yes	Yes	
49	Correct piping material as specified in spec section 13930 section 2.2 Piping Materials	Yes	Yes	Yes	Yes	
50	Provide all necessary equipment as stated in spec section 13930 section 2.3 Equipment	Yes	Yes	Yes	Yes	
51	Include fire department connection	Yes	Yes	$2,065	Yes	
52	Piping to be painted.	WC 09D	WC 09D	WC 09D	-$3,500	
53	Connect to 6" fire protection main on the interior of building for fire riser as seen on C-1.22	Yes	Yes	Yes	Yes	
54	Furnish and install fire risers in accordance with C.O.C. standard detail FD144	Yes	Yes	Yes	$300	
55	Includes P.E. stamped fire sprinkler system shop drawings and permit costs for the City of Chandler	Yes	Yes	Yes	Yes	
56	Furnish and install fire alarm system with control panel	WC 16A	WC 16A	WC 16A	WC 16A	
57	Provide all interconnection wiring between equipment control panels and fire alarms	WC 16A	WC 16A	WC 16A	WC 16A	
58	Provide all anchors and epoxy required for the installation of the equipment	Yes	Yes	Yes	Yes	
59	Provide (5) fire alarm signs near each fire alarm bell	$1,000	$1,000	$1,000	$1,000	
60	O&M's per specification section 01730	Yes	Yes	Yes	Yes	
61	Training: per the Spec	Yes	Yes	Yes	Yes	
62	Performance testing: Per Spec	Yes	Yes	Yes	Yes	
63	Testing days/trips included:	1 Day	2 Days	Yes	Yes	
64	COVID-19 Scope Items					
65	Proposal includes CDC, Federal, State and Local OSHA guidelines for COVID-19.	Yes	Yes	Yes	Yes	
66	Your proposal shall include all productivity, schedule, and other impacts to cost and schedule.	Yes	Yes	Yes	Yes	
67	All personnel onsite must maintain 6'0" spacing between personnel and shall have facemasks on at all times that align with CDC, Federal, State or Local OSHA guidelines for COVID-19.	Yes	Yes	Yes	Yes	

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **13A - Wet Pipe Fire Extinguishing System**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	RCI Systems	Arizona Verde Fire Protection	Foothills Fire	Aero Automatic Sprinkler	Western States Fire Protection
		Jeff Little	Wade Green	Kevin Huennekens	Jerry Wear	Travis Sticka
		(480) 694-0856	(602) 278-1111	(480) 951-3434	(602) 763-4162	(6022) 727-2200
		jlittle@rcifire.com	wade@avfp.net	kevin@foothillsfire.com	jwear@aerofire.com	travis.sticka@wsfp.us
	TOTAL WORK CATEGORY PACKAGE VALUE	**$32,703**	**$44,298**	**$46,476**	**$63,014**	**DECLINED**
68	Work activities that require personnel to be closer than 6'0" must have a plan presented and approved by McCarthy before work activity commences. Work activities within 6'0" shall also include the appropriate masks and PPE while performing the work.	Yes	Yes	Yes	Yes	
69	All tools and equipment used must be sanitized each day.	Yes	Yes	Yes	Yes	
70	Personnel must comply with all hand washing and sanitizing requirements set by McCarthy.	Yes	Yes	Yes	Yes	
71	Subcontractors with onsite trailers must sanitize trailer interior high contact areas and restroom facilities daily. Subcontractors must have a plan approved by McCarthy to maintain 6' social distancing within the trailer as required by the AHJ.	N/A	N/A	N/A	N/A	
72	Personnel are not allowed to carpool to the site or while onsite.	Yes	Yes	No	No	
73	Any personnel reporting symptoms must be immediately reported to McCarthy and follow the appropriate testing and quarantine protocols.	Yes	Yes	Yes	Yes	
74						
75	End of Scope					
76	Bond/CDI Cost	$483	$698	$911	$314	
	TOTAL WORK CATEGORY PACKAGE VALUE	**$32,703**	**$44,298**	**$46,476**	**$63,014**	

BID PROPOSAL

Date April 7, 2021

Bid Proposal of * RCI Systems, LLC (hereinafter called "Bidder")

a ** Corporation organized and existing under the laws of the State of Arizona.

* Insert name of firm.
** Insert corporation, partnership, or individual, as applicable.

(INSERT OWNER'S ADDRESS)
TO: McCarthy Building Companies, Inc.
6225 North 24th Street, Suite 200
Phoenix, Arizona 85016

The Bidder, in compliance with your Invitation for Bids for the construction of Chandler Water Reclamation Facility Improvements having examined the Contract Documents entitled City of Chandler, Chandler WRF Improvements Project, and other related documents and being familiar with the site of the proposed work, and with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, and the progress of work to date, if any, hereby proposes to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, superintendence, perform all work, provide all services, and to construct all work in accordance with the Contract Documents set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required.

The Bidder shall attach a copy of Bidders' detailed estimate to its Bid Proposal. This estimate shall identify all quantities shown in the documents or anticipated along with corresponding labor, material and equipment pricing.

After Bid Proposals are received, tabulated, and evaluated by McCarthy, said Bidder agrees to meet with McCarthy for the purpose of determining any duplications, omissions, or mutually agreed bid adjustments. For these meetings, the Bidder agrees to provide a complete, detailed cost breakdown; a list of all sub-subcontractors proposed for use in the work; and a list of all items, materials and their manufacturers proposed for use in the work.

The Bidder, if awarded a Subcontract, agrees to commence work and to fully complete its Work in accordance with a schedule to be established in collaboration with McCarthy under the provisions of the Additional Subcontractor Conditions of the Specifications.

The Bidder acknowledges receipt of the following Addenda: 1-4.

BASE BID:

The Bidder agrees to perform all Wet Pipe Fire Extinguishing System (herein insert the title of the Work Category as it appears in the Additional Subcontractor Conditions) Work for Work Category No. 13A, as described in the Contract Documents, for the Lump Sum of Thirty-Eight Thousand One Hundred Seventy DOLLARS ($38,170.00).

BID BREAKDOWN:

Airport WRF Total Amount $38,170.00

- Aeration Basin $N/A.
- Blower Piping $9,775.00.
- Blower Ductbank $N/A.
- Filters $N/A.
- Maintenance Bldg $28,395.00.

Maintenance Bldg is Base Bid.
Blower Piping cost is the alternate for Sludge Holding

Ocotillo WRF Total Amount $N/A

- Aeration/Anoxic $N/A.
- RAS/WAS PS $N/A.
- Clarifiers 1& 2 $N/A.
- Filters $N/A..
- MCC Replacement $N/A..
- Reservoir $N/A..
- Roads/Sitework $N/A..

Performance & Payment Bond Cost *(If Applicable)* $573.00

Total Subcontract Amount $38,743.00

The name of the proposed Bonding Company is Great American Insurance Company

Bond rate 1.5 %

All applicable taxes, except sales and use taxes on materials and equipment which are affixed and made a part of the real estate of the Project, are included in the above Base Bid. Bidder agrees that this Bid Proposal shall be good and may not be withdrawn unless McCarthy does not send Bidder a Subcontract within one hundred ~~twenty (160) calendar days~~ fifty (150) calendar days after the opening date of Bid Proposals.

(Amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

ALTERNATES:

The Bidder further agrees that if any or all of the Alternates listed and described below are incorporated and accepted within sixty (60) calendar days after receipt of a Subcontract from McCarthy, the Bidder will adjust its Subcontract by the amount indicated opposite the Alternates listed below.

ALTERNATE NO. 1: Filter Disc in Basin 7 Installation:

ADD the sum of $ N/A .

ALTERNATE NO. 2: Clarifier 3 Rehabilitation

ADD the sum of $ N/A .

ALTERNATE NO. 3: Sludge Holding Tank and Blower Bldg No. 2

ADD the sum of $ N/A .

ALTERNATE NO. 4: Removal/Replacement of Diffusers in 2 Aeration Basins

ADD the sum of $ N/A .

ALTERNATE NO. 5: _____

ADD the sum of $ _____ .

CHANGE ORDER RATES: (Add separate sheet as needed)

Markup % (on rates and material): 15% .

Position: _____ Rate: _____ .

Position: _____ Rate: _____ .

Equipment: _____ Rate: _____ .

Equipment: _____ Rate: _____ .

SAFETY RECORDS

The Bidder certifies to the following Experience Modification Rates (EMR) and Incidence Rates for the three (3) most recent years:

	Year 2018	Year 2019	Year 2020
1. Compensation Experience Modification Rate:	0.66	0.69	0.69
2. Incidence Rate:			
(a) Number of hours employees worked in the year.	149,248	164,733	149,249
(b) Number of cases defined as recordable, from the OSHA Form 300 Log.	0	4	2
(c) Total Recordable Incidence Rate = (b) x (200,000 hours) / Hours Worked (a)	0	4.85	2.67

The Bidder understands that McCarthy reserves the right to reject any or all Bid Proposals and to waive any informalities or irregularities therein.

SELECT AS APPROPRIATE

☒ The Bidder has completed the Prequalification Form together with all other required data for McCarthy's' Contractor Default Insurance Program; OR

☐ The Bidder has not completed the Prequalification Form together with all other required data for McCarthy's' Contractor Default Insurance Program because the Bidder has provided the Form and all such information to McCarthy in the past 12 months for the following project:

_____ Project, which bid on: _____.

RESPONSIVE BID REQUIREMENTS:

DO NOT ENCLOSE YOUR STANDARD TERMS AND CONDITIONS

If any exceptions are taken to the requirements of this Proposal form, attach a separate sheet listing those exceptions, stating the sections and paragraphs and the specific exception.	(initials)
In submitting this proposal, the Bidder certifies that this bid is valid for 150 calendar days.	(initials)
In submitting this Proposal as described herein, we agree to complete the work in accordance with the included Preliminary Construction Sequence.	(initials)
In submitting this Proposal, the Bidder certifies that all cost for extended warranties to start on the date of Substantial Completion is included.	(initials)
In submitting this proposal as described herein, we confirm that we have received, reviewed and agree to all commercial terms stated in the McCarthy Subcontract and Purchase Order Agreement. Any exception taken to the commercial terms stated in these Agreements must be listed on a separate sheet noting the article or paragraph and the specific exception. ***Bidders attached Standard Terms and Conditions will not be acknowledged or accepted as part of any given bid.***	(initials)
In submitting this proposal as described herein, the Bidder certifies that this bid is coordinated based on a complete set of documents and that there will be no claims for change order based on the assertion that the Bidder did not have a complete set of Bidding Documents.	(initials)
In submitting this proposal, the Bidder certifies that they have included all spare parts, training, O & M Manuals, shop drawings and administration costs as associated to comply with the requirements of the specifications and as listed for their scope of work.	(initials)
A bid will be considered non-responsive if the Subcontractor Pre-Qualification Form is not completed as part of the Bid Form **(or on file at McCarthy office)**.	(initials)
The Bidder, by submitting their bid, represents that they have read and understand the scope requirements of the Bidding Documents.	(initials)
The Bidder certifies that any proposed materials in this scope of work meet or exceeds the requirements stated in the specifications unless noted otherwise within this proposal.	(initials)
The bidder certifies that the price listed in this bid is a firm Price through the final delivery of the materials proposed herein, and that no material escalation will be accepted as part of this proposal.	(initials)

Within fifteen (10) days after receipt by the Bidder from McCarthy of the Subcontract or Purchase Order, the Bidder will execute and return to McCarthy said Subcontract or Purchase Order and if notified from McCarthy that Bidder is not to be enrolled in McCarthy's Contractor Default Insurance Program, deliver to McCarthy Performance and Labor and Material Payment Bonds for the Subcontract or a Supply Contract Bond for the Purchase Order, or the difference between the amount of the bid and such larger amount for which McCarthy may subcontract with another party to perform the work covered by said bid, together with all court costs, all attorney fees and all other expense of recovery, all of which shall not exceed the Bid Security attached in the amount of 15% of the bid, will become the property of McCarthy. The bonds shall name McCarthy as Obligee.

If an Individual:

Authorized Signature: _____

Name (print): _____

Email: _____

Business Address: _____

_____

If a Partnership:

Authorized Signature: _____

Name (print): _____

Email: _____

Authorized Signature: _____

Name (print): _____

Email: _____

Business Address: _____

_____

If a Corporation:

Authorized Signature: Jeff Little Digitally signed by Jeff Little DN: C=US, E=jlittle@rcifire.com, O=RCI Systems, CN=Jeff Little Date: 2021.04.07 15:19:11 -07'00'

Name (print): Jeff Little

Email: jlittle@rcifire.com

Title: Project Manager

Business Address: 1220 W. Geneva Dr.

Tempe, AZ 85281

Telephone 480.894.8711

Contractor License Number: 099074

General Liability Insurance Carrier (not the agent): Underwriters and Lloyd's London

*Please attach a sample certificate of insurance and current W9 form to your bid.

Chandler WRF Improvements Project

GMP 2 Work Category Solicited Subcontractors Summary

Work Category: **13B Pre-Engineered Metal Building**

Subcontractor/Supplier Name	***Status***
Arizona Corporate Buildings	*Recommended*
Colton Constructors Inc.	*Proposed*
Image Building Systems	*Declined*
VP Buildings	*Declined*
Architectural Building Systems	*Declined*
Bunger Steel	*Declined*
Butler Manufacturing - Fleming West	*Declined*
Hayward Builders	*Declined*

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **13B - Prefabricated Metal Building**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	Arizona Corporate Builders LLC	Colton Constructors	Image Building Systems	Fleming West	Hayward Builders
		Dave Manarin	Grant Ballard	Enrique Mendez	Aaron Wolf	Beth Williams
		602-448-6079	602-828-1764	602-490-9548	480-951-5301	480-816-3350
		dave@azcorporatebuilders.com	grantb@coltonconst.com	enrique@imagebuildingsystems.com	awolf@flemingwest.com	neth@haywardbuilders.com
	TOTAL WORK CATEGORY PACKAGE VALUE	**$564,673**	**$682,065**	**No Bid**	**No Bid**	**No Bid**
	MCCARTHY SUBCONTRACT & FRONT END TERMS					
1	Compliant with McCarthy Front Ends	Yes	Yes			
2	Bid Submitted on McCarthy Bid Form	Yes	Yes			
3	Bid Bond Included with Bid (if over $250k Sub/$500k Supplier)	Yes	Yes			
4	Current Bank Reference Letter that shows Subcontractor or Vendor is in good standing.	4/15/2021	1/11/2021			
5	Surety Company	Travelers	Travelers			
6	Surety AM Best Rating (Must be A- or Better)	A++	A++			
7	AM Best Financial Size X($500M to $750M) or higher	10M	15M			
8	Anticipated contract amount is less than the Federal UW Limit as listed on the Treasury Listing	N/A	N/A			
9	Bond/CDI Cost	1.500%	1.500%			
10	Included Insurance Requirements (Per Matrix)	Yes	Yes			
11	GL Insurance Company Name	Travelers Indemnity Company of Connecticut	Amerisure Insurance Company			
12	GL Insurance Carrier AM Best Rating (Must be A- or Better)	A++	A			
13	PRL Insurance (If required by the Front Ends)	Yes	Yes			
14	Pollution Insurance (If required by the Front Ends)	Yes	Yes			
15	Tier 1 Approved	Yes	Yes			
16	Tier 2 Approved	N/A	N/A			
17	Safety Items:	Yes	Yes			
18	OSHA Recordable Incident Rate (Current)	1.27	1.00			
19	Agrees to comply with PPE requirements including 100% glove policy	Yes	Yes			
20	Acknowledges updated ladder policy (platform ladders)	Yes	Yes			
21	Task Hazard Analysis included for all tasks	Yes	Yes			
22	Tie-off above 6' required	Yes	Yes			
23	Includes Hoisting for Sub's Own Work Scope	Yes	Yes			
24	Acknowledges Soils Report	Yes	Yes			
25	Acknowledges Addenda	Yes	Yes			
26	Hold Bid for 150 Days	Yes	Yes			
27	Pricing good for the duration of the project	N/A	N/A			
28	Sales Tax Included	No	No			
29	**COVID-19 Market Questions**					
30	How has your work program been impacted by the COVID-19 situation? % of work stopped or delayed by more than 2 weeks?	No	Minimal impact or delays			
31	Have you had any future work opportunities canceled or delayed? What % of your future sales are projected to be impacted by COVID-19?	No	Large southwest airlines hangar construction project start date delayed over 1 year by owner (swa)			
32	Are you suffering productivity loss that is impacting the ability to complete work on time?	No	No			
33	Have you had any difficulty with employees not wanting to come to work because of the risk of infection?	No	No			

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **13B - Prefabricated Metal Building**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	Arizona Corporate Builders LLC	Colton Constructors	Image Building Systems	Fleming West	Hayward Builders
		Dave Manarin	Grant Ballard	Enrique Mendez	Aaron Wolf	Beth Williams
		602-448-6079	602-828-1764	602-490-9548	480-951-5301	480-816-3350
		dave@azcorporatebuilders.com	grantb@coltonconst.com	enrique@imagebuildingsystems.com	awolf@flemingwest.com	neth@haywardbuilders.com
	TOTAL WORK CATEGORY PACKAGE VALUE	**$564,673**	**$682,065**	**No Bid**	**No Bid**	**No Bid**
34	Have you experienced any unusual voluntary turnover as a result of COVID-19?	No	No			
35	Have you had to furlough or make a reduction in staff or go to a reduced workweek as a result of COVID-19 market conditions?	No	No			
36	Have you experienced and/or do you anticipate any issues with existing suppliers or vendors?	Yes - Lead Times	No			
37	Do you have any overseas suppliers that may be impeding your supply chain?	No	No			
38						
39	Per Plans & Specifications	Yes	Yes			
40	Division 1 as it relates to this scope of work	Yes	Yes			
41	03600 Grout	By WC 03A	By WC 03A			
42	05010 Anchor Bolts, Toggle Bolts and Concrete Inserts	Yes	Yes			
43	05120 Structural Steel and Framing	Yes	Yes			
44	05500 - Metal Fabrications	Yes	Only Mezzanine, Stairs, Railings ,Crane runway beams & stops included from misc. structural			
45	07620 Sheet Metal Flashing and Trim	Yes	Yes			
46	07900 - Joint Sealers	Yes	Yes			
46	08950 Translucent Wall and Roof Assemblies	Yes	Yes			
47	13300 Metal Building Systems	Yes	YES			
Scope of Work						
Base Bid:		$616,044	$576,135			
48	Provide all labor, materials, tools, equipment and appurtenances as required to perform the Work Category 13C - Prefabricated Metal Building, in accordance with and reasonably inferable from the Contract Documents, complete and without exception unless otherwise noted below, including, but not limited to the following:	Yes	Yes			
49	Check to Spec completed and submitted to McCarthy	Yes	Yes			
50	1 year warranty from Final Acceptance (Aug 2023)	Yes	Yes			
51	**Airport WRF - Maintenance Building**					
52	Onsite supervision: Full time superintendent/safety manager	$15,000	Yes			
53	Shop Drawings per specification requirements	Yes	Yes			
54	Design Engineer licensed in state of Arizona	Yes	Yes			
55	Perform all design work associated with the PEMB structure including the interior Mezzanine and Canopy	Yes	Yes			
56	Meet all Design requirements as called out on Structural General Notes S-1 through S-5 in the drawings. S-5 specific load information for the Pre-Engineered Metal Building governs over the S-1 loading requirements.	Yes 5PSF Collateral Load	Yes			
57	Perform work in accordance with AISC 360	Yes	Yes			
58	Perform welding in accordance with AWS D1.1/D1.1M	Yes	Yes			
59	Furnish and Install PEMB Metal Building per Arizona applicable codes and requirements including the Mezzanine and Canopy	Yes	Yes			
60	Furnish and Install complete - Metal Wall Panel System per details	Yes	Yes			
61	Furnish and Install Skylights	Yes	Yes			

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **13B - Prefabricated Metal Building**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	Arizona Corporate Builders LLC	Colton Constructors	Image Building Systems	Fleming West	Hayward Builders
		Dave Manarin	Grant Ballard	Enrique Mendez	Aaron Wolf	Beth Williams
		602-448-6079	602-828-1764	602-490-9548	480-951-5301	480-816-3350
		dave@azcorporatebuilders.com	grantb@coltonconst.com	enrique@imagebuildingsystems.com	awolf@flemingwest.com	neth@haywardbuilders.com
	TOTAL WORK CATEGORY PACKAGE VALUE	**$564,673**	**$682,065**	**No Bid**	**No Bid**	**No Bid**
62	Roof System R-Value of 30 or greater per specifications	Yes	Yes			
63	Wall System R-Value of 19 or greater per specifications	Yes	Yes			
64	Bridge Crane Runway Beams and Stops	Yes	Yes			
65	Gutters and Downspouts - Splash blocks by others	Yes	Yes			
66	Furnish Stair and Railings to Mezzanine	Yes	Yes			
67	Metal Liner Panels on Exterior walls to 8' elevation	Yes	Yes			
68	Anchor Bolts and Steel templates (Furnish Only)	Yes	Yes			
69	Framed openings for all exterior doors/windows	Yes	Yes			
70	openings for HVAC Ductwork through Walls including coordination of weathertight structure per detail 6 on drawing H-3.83	Yes	Yes			
71	Provide structural and anchorage calculation sealed by a registered structural engineer in the state of Arizona	Yes but no embedment	Yes			
72	All metallic surfaces (including pipe, supports, and enclosure) shall be primed per the requirements of the 09900 - Painting	Yes all MB Components	AS/Nucor Primer included			
73	Shipping shall be FOB jobsite	Yes	Yes			
74	Unloading & storage	Yes	Yes			
75	Temporary protection & enclosure	Yes	Yes			
76	Install Door frames and seal frames	$1,610	$2,000			
77	Building Water tight testing- by Field Verified	$8,350	$8,350			
78	Escalation Costs to hold bid for 150 days	Yes	$80,000			
79	Additional costs to go with Kalwall skylights vs std. translucent panel	Yes	$5,500			
80	Additional Warranty 5 years after Substantial Completion for Defective work and 35 year warranty for High Performance Coatings includes coverage for exterior pre-finished surfaces	Yes	Yes			
81	Value Engineering Option for Campana Building Systems (CBC) by Arizona Corporate Builders (Accepted in GMP 5/4/21 comments)	-$60,055	N/A			
82	Deductive to switch from Kalwall panels called out in specs to flat style translucent roof panels (Accepted in GMP 5/4/21 comments)	-$24,621	N/A			
83	COVID-19 Scope Items					
84	Proposal includes CDC, Federal, State and Local OSHA guidelines for COVID-19.	Yes	Yes, if still applicable			
85	Your proposal shall include all productivity, schedule, and other impacts to cost and schedule.	Yes	Yes, if still applicable			
86	All personnel onsite must maintain 6'0" spacing between personnel and shall have facemasks on at all times that align with CDC, Federal, State or Local OSHA guidelines for COVID-19.	Yes	Yes, if still applicable			
87	Work activities that require personnel to be closer than 6'0" must have a plan presented and approved by McCarthy before work activity commences. Work activities within 6'0" shall also include the appropriate masks and PPE while performing the work.	Yes	Yes, if still applicable			
88	All tools and equipment used must be sanitized each day.	Yes	Yes, if still applicable			
89	Personnel must comply with all hand washing and sanitizing requirements set by McCarthy.	Yes	Yes, if still applicable			
90	Subcontractors with onsite trailers must sanitize trailer interior high contact areas and restroom facilities daily. Subcontractors must have a plan approved by McCarthy to maintain 6' social distancing within the trailer as required by the AHJ.	No Trailer	Yes, if still applicable			
91	Personnel are not allowed to carpool to the site or while onsite.	Yes	Yes, if still applicable			

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **13B - Prefabricated Metal Building**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	Arizona Corporate Builders LLC	Colton Constructors	Image Building Systems	Fleming West	Hayward Builders
		Dave Manarin	Grant Ballard	Enrique Mendez	Aaron Wolf	Beth Williams
		602-448-6079	602-828-1764	602-490-9548	480-951-5301	480-816-3350
		dave@azcorporatebuilders.com	grantb@coltonconst.com	enrique@imagebuildingsystems.com	awolf@flemingwest.com	neth@haywardbuilders.com
	TOTAL WORK CATEGORY PACKAGE VALUE	**$564,673**	**$682,065**	**No Bid**	**No Bid**	**No Bid**
92	Any personnel reporting symptoms must be immediately reported to McCarthy and follow the appropriate testing and quarantine protocols.	Yes	Yes, if still applicable			
93						
94	End of Scope					
95	Bond/CDI Cost	$8,345	$10,080			
	TOTAL WORK CATEGORY PACKAGE VALUE	**$564,673**	**$682,065**			

ARIZONA CORPORATE BUILDERS, LLC
STEEL BUILDING SPECIALIST

1555 W. University Drive, Suite 108
Tempe, Arizona 85281
(480) 967-0969 phone
(480) 967-2050 fax
ROC NO. 212723 213134

April 13, 2021 R1 4/14/21 **ACB QUOTE # M21132**

Craig Nagel
McCarthy Construction
VIA EMAIL: cnagel@mccarthy.com.
Phone: 913-424-9630

Re: AWRF MAINTENANCE STEEL BUILDING PROPOSAL -CHANDLER-GILBERT WRF

Arizona Corporate Builders, LLC (ACB) hereby submits the following CBC (Campana Building Systems) **STEEL BUILDING SYSTEMS supply and erect proposal for the AWRF Maintenance Building located at the Chandler-Gilbert WRF.**
This proposal is based on plans prepared by Motley Design Group dated 3/1/21 and per our abstract as described below. Addendums 1 thru 4 acknowledged. Please note

STEEL BUILDING SYSTEM DESCRIPTION:

One (1) each CBC (Campana Building Consultants) rigid modular frame clear span offset ridge steel building system, 75' wide x 100' long x 23' ¼" / 24' ¾" low side eave / 25' 1 ¼" ridge height
Frame Lines 2, 3, & 4 to have one interior column per rafter frame, and Frame Lines 1,5, and 6 to have two interior columns per rafter frame
Bay spacings: 5 @ 20'
One each lean-to canopy system 8'8" wide x 75' long x 10' 6 ¾" eave height

STEEL MEZZANINE SYSTEM:

Includes columns, beams, joist decking, edge angle, stairs, and handrail for steel framed mezzanine system.

DESIGN PARAMETERS:

Base Bid equals - Option 2 Cost of $607,294 plus $8,750 for the crane beams

- IBC 2018 Building Code
- Building Occupancy Classification: Class III
- 20 PSF Live Load (Non-reducible)
- 0 PSF Ground Snow
- 108 MPH Wind Load Exposure C
- 10 PSF Collateral Load (Superimposed Dead Load)
- Mezzanine Loads: 150 PSF Live Load
- Overhead Crane Loads: 6.3 Metric Tons
- Seismic Design: Ss □0.178, S1 □0.065
- Seismic Importance Factor: 1.25
- Site Class D
- Deflections. Roof Secondary Framing L/150, Wall Secondary L/90, Primary Framing L/180, and Lateral Drift H/200 or ¾" max..
- Fabricator Inspection Program for Manufacturers of Metal Building Systems MB-107: **STEEL BUILDING SYSTEMS** is in compliance with the Manufactures of Metal Building Systems **(AC472)** requirements for accreditation and is recognized under Section 1704.2.5.1 of the 2015 or 2018 International Building Code.
- **Note:** ***To the best of our knowledge, the design criteria listed above meets the governing building code. The "Engineer of Record" is responsible for verifying the design criteria. The engineer employed by the steel building manufacturer does not serve as the "Engineer of Record". A change in the design requirements may affect the building price.***

BRACING:
Lateral Bracing will be accomplished with □-bracing in the roof and side walls.

ROOF SHEETING:
Roof panels to be through fastened 26 gauge 'R' panel lap seam roofing (36" wide x 11/4" ribs @ 12" o/c) in a a factory standard 35 year P□DF (Kynar) paint finish warranty. Roof is complete with necessary sealants, trim and fasteners.

WALL SHEETING:
Wall panels to be through fastened 26 gauge, 36" wide with 1 ¼" ribs at 12" oc. Panels to have a factory standard 35 year P□DF (Kynar) paint finish warranty with necessary sealants, trim, and fasteners.

INTERIOR WALL LINER PANEL SHEETING:
Interior wall liner panel sheeting where shown on the drawings to be 26 gauge PBR panels with a white silicone polyester color finish.

BUILDING INSULATION:
The roof is to be insulated at the time of erection with a two layer R-13 (4") and R-19 (8") (R-30 roof) blanket insulation system. The laminate on the insulation will be a minimum UL-rated WMP 10 white reinforced vinyl.

Walls to be insulated at the time of erection with R-19 (6") blanket insulation system. The laminate on the insulation will be a minimum UL-rated WMP 10 white reinforced vinyl.

ANCHOR BOLTS:
Anchor Bolts and templates to be included.. ACB to provide Anchor Bolt layout plans and details.

WARRANTIES:
1. Panel Finish Warranty 35-years.
2. 5- □ears for Workmanship

BRIDGE CRANES:
Includes column stub supports, runway beams, and end stops for 6.3 Metric Ton x 50' span x 60' long overhead cranes system..

ENGINEERING & SHOP DRAWINGS:
Includes four (4) sets of **STEEL BUILDING SYSTEMS** shop drawings, including column location plan and structural calculations sealed by an Arizona registered engineer for the steel building system. Drawings and calculations will be available digitally. Note: Foundation design is not included and is the responsibility of the engineer of record.

BUILDING OPENINGS and ACCESSORIES:

1. Includes framed openings for all doors, overhead doors, windows, louvers, and other wall penetrations that exist in the PEMB wall framing areas and that are shown on the wall elevations.
2. All overhead doors, man doors and windows throughout the buildings are to be supplied and installed by others. Three (3) each framed openings for overhead doors, Four (4) each 3'4" x 7'2" framed openings for hollow metal doors/frames, and five (5) each 3' x 5' framed openings for windows, and numerous openings for supply and return ducts openings and wall exhaust systems.
3. Twelve (12) each 3' x 12' double dome skylights with roof curbs and sub-framed openings
4. Gutters and exterior downspouts on all eaves.

PROPOSAL EXCLUSIONS:

- Textura Fees.
- Roof Curbs
- Roof Hatches.
- Bird Netting.
- Sales or use taxes of any kind.
- Sun Shades of any kind.
- Finish painting of steel.
- Jamb Wrap Trim
- Galvanizing of any structural steel.
- Grouting or dry-pack of any kind.
- Special Inspection fees of any kind.
- Cleaning of steel after delivery to jobsite.
- Misc. steel and structural steel (i.e. any steel sized on drawings, etc.).
- Perforated metal panels.
- Caulking of other materials.
- Fire caulking at firewalls.
- Dump Fees
- Professional surveyor to check layout. ACB to be provided with at least (1) leveling nut to required grade.
- Footing and foundation design.
- Flashings and trims associated with non-metal roof systems.
- Underlayment (Tyvek) of any kind.
- Wood work of any kind (blocking, substrates, etc.).
- Metal blocking or strapping required by other trades for their installations.
- Composite wall panels.
- Metal wall sheeting for conventional steel structures.
- Metal stud work of any kind.
- Any steel that is designed and sized on the bid documents. This is usually picked up by the Misc. Steel package.
- Interior roof drains for interior gutters.
- Misc. backing and blocking for other trades unless specifically called out in this proposal.
- Cleaning or extreme straightening of anchor bolts.
- Dust abatement activities (i.e. vibration pads, water trucks, etc.).
- Material mockup of any kind.
- Contractual indemnification of others by ACB.
- Prevailing wages, premium wages, Davis Bacon Act wages.
- Provisions for Factory Mutual requirements (i.e. FM-60, FM-90, etc.).
- Provisions for Buy American or Buy America Act requirements.
- Liquidated or actual damages. (this is subject to negotiation).

Anything not specifically listed above

ADDITIONAL CLARIFICATIONS:

- All primary and secondary steel provided in this proposal will be primed with a red oxide primer. Please note that primer is not intended to be a finish paint system. It is intended to protect steel in transport to the jobsite.
- The pricing of this project has assumed that all the materials will be able to ship at a continuous time-frame.
- Contractor to provide access ramps onto the slabs for safe access of forklifts.
- Common walls between buildings are open to framing by others.
- ACB is not carrying any taxes in this pricing. This can be added per request.
- The cost of restricted access is excluded. ACB shall be provided with level access for 24 feet around the full perimeter of the building and the entire floor slab for men, materials and equipment. An adequate lay-down and shake-out area shall be provided adjacent to the access area.
- ACB standard insurance coverage: Commercial General Liability $1 million each occurrence, $2 million general aggregate and $2 million products and completed operations aggregate Automobile Liability Any Auto $1 million combined single limit; Workman's Compensation Insurance Employer Liability Limits $1,000,000/1,000,000/1,000,000.
- Any separate contract agreement for this work made as a result of this proposal shall be subject to the terms of this proposal in its entirety whether or not this proposal is referenced in the contract. Changes to the inclusions, exclusions and other terms of this proposal shall be void unless agreed to in writing by ACB.
- This quote is good for 30 days, subject to factory increases. Lead times for engineering and materials vary depending upon if the building requires architect approval or if it can be fabricated immediately. Duration commitments can be made at time of order subject to factory backlog. Monthly progress billings will be invoiced by the end of each month, with payment due by the 20th of the following month. Any unpaid balances will accrue interest per Arizona state law. We have figured that payment methods and procedures will follow the Arizona Prompt Pay Law.
- This proposal is subject to reasonable contractual terms.
- No provisions have been included for protection of concrete from tire marks. Typical erection includes the use of extended reach fork-lifts, scissor lifts and man lifts within the building envelope. The rubber tires from this equipment can be expected to leave marks on the concrete. The cleaning or protection from such marks has not been included in this cost.
- (1) mobilization has been included for red iron steel erecting. Additional mobilizations can be provided at additional costs.
- No provisions are included for site specific or special safety training other than the basic OSHA training unless noted otherwise.

BASE BID PRICING: CBC (CAMPANA BUILDING CONSULTANTS) STEEL BUILDING SYSTEM:

Arizona Corporate Builders, LLC will supply and erect the above described AWRF Maintenance Building for the lump sum price of: **$500,446.00 Excluding Tax & Bond.**

Note* Proposed Price is based on order placement within 30-days of proposal date and delivery within 150 days of proposal date.

OPTION 1:

To hold pricing 150 day until contract award / building order date, the revised supplied and erected price will be **$547,239.00 Excluding Taax & Bond**

OPTION #2 PRICING FOR NUCOR STEEL BUILDING SYSTEM:

ADD $607,294.00 To supply and Install Nucor Building Systems steel building in lieu of CBC (Campana Building Consultants) steel building. Pricing to remain valid for a period of 150 days to contract award / building order date.

Nucor Lead Times:

Due to Nucor's present backlog, Nucor will not provide drawing and delivery dates until they are provided an order date for the steel building. Presently on similar projects after order placement, shop drawing dates are pushing 16-18 weeks, and deliveries are pushing out to January 2022..

Respectfully Submitted

Arizona Corporate Builders, LLC
Dave Manarin – Vice President
Office: 480-967-0969
Cell: 602-448-6079

Nagel, Craig

From: Dave Manarin <dave@azcorporatebuilders.com>
Sent: Tuesday, April 20, 2021 3:42 PM
To: Nagel, Craig
Subject: RE: Chandler Gilbert WRF AWRF Maintenance Building

Follow Up Flag: Follow up
Flag Status: Completed

For a fulltime supervisor you will need to add $15,000.00
$75/mh x 40mh = $3,000.00/wk x 5 weeks = $15,000.00
Thanks,

Dave Manarin – Vice President

ARIZONA CORPORATE BUILDERS, LLC
STEEL BUILDING SPECIALIST

1555 W. Universtiy Dr. Suite 108
Tempe, AZ 85281
Office: 480-967-0969
Cell: 602-448-6079

From: Nagel, Craig <CNagel@McCarthy.com>
Sent: Tuesday, April 20, 2021 8:39 AM
To: Dave Manarin <dave@azcorporatebuilders.com>
Subject: RE: Chandler Gilbert WRF AWRF Maintenance Building

Dave,
Yes that should be sufficient but if there are issues then I would expect the field coordinator to be onsite as needed.
If we did require a full time supervisor what would be your add to have the coordinator there full time through erection?

Craig Nagel
Sr. Estimator
McCarthy Building Companies, Inc.
7930 Santa Fe Drive, Suite 200 | Overland Park, KS 66204
Direct: 913-202-7017
Mobile: 913-424-9630
mccarthy.com
LinkedIn | Twitter | Facebook | YouTube

From: Dave Manarin <dave@azcorporatebuilders.com>
Sent: Tuesday, April 20, 2021 10:36 AM
To: Nagel, Craig <CNagel@McCarthy.com>
Subject: RE: Chandler Gilbert WRF AWRF Maintenance Building

Hi Craig,
I will have you the breakouts by later today or first thing in the morning.

Hi Craig,
Attached please find our updated insurance certs.
Concerning the crane beam the price is $8750.00 for two each 60’ runs.
Thanks,

Dave Manarin – Vice President

1555 W. Universtiy Dr. Suite 108
Tempe, AZ 85281
Office: 480-967-0969
Cell: 602-448-6079



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Nagel, Craig

From: Dave Manarin <dave@azcorporatebuilders.com>
Sent: Tuesday, April 20, 2021 5:35 PM
To: Nagel, Craig
Subject: Escalation Pricing Breakout for Nucor Building Systems

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Craig,
We included and escalation fee of $74,728.00 included in the Nucor building price for holding the price for 150 days.
Thanks,

Dave Manarin – Vice President

ARIZONA CORPORATE BUILDERS, LLC
STEEL BUILDING SPECIALIST

1555 W. Universtiy Dr. Suite 108
Tempe, AZ 85281
Office: 480-967-0969
Cell: 602-448-6079

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Nagel, Craig

From: Dave Manarin <dave@azcorporatebuilders.com>
Sent: Thursday, April 22, 2021 11:23 AM
To: Nagel, Craig
Subject: RE: Escalation Pricing Breakout for Nucor Building Systems

Follow Up Flag: Follow up
Flag Status: Completed

Hi Craig,
See pricing below to install door frames and seal door frame to steel building.

a. Install door frame $250.00/each x 4 = $1,000.00
b. Caulk Door Frame $100.00/each x 4 = $ 400.00

SUBTOTAL: $1,400.00
15% OH&P $ 210.00
TOTAL: $1,610.00 Excluding Tax & Bond

Thank you,
Dave Manarin – Vice President

ARIZONA CORPORATE BUILDERS, LLC
STEEL BUILDING SPECIALIST
1555 W. Universtiy Dr. Suite 108
Tempe, AZ 85281
Office: 480-967-0969
Cell: 602-448-6079

From: Nagel, Craig <CNagel@McCarthy.com>
Sent: Thursday, April 22, 2021 9:09 AM
To: Dave Manarin <dave@azcorporatebuilders.com>
Subject: RE: Escalation Pricing Breakout for Nucor Building Systems

Yes that is a gap! Thank you for bringing it up.

Can you pick up setting of all exterior door frames and caulking required?

Craig Nagel
Sr. Estimator
McCarthy Building Companies, Inc.
7930 Santa Fe Drive, Suite 200 | Overland Park, KS 66204
Direct: 913-202-7017
Mobile: 913-424-9630
mccarthy.com
LinkedIn | Twitter | Facebook | YouTube

From: Dave Manarin <dave@azcorporatebuilders.com>
Sent: Thursday, April 22, 2021 11:06 AM

Nagel, Craig

From: Dave Manarin <dave@azcorporatebuilders.com>
Sent: Friday, April 23, 2021 10:10 AM
To: Nagel, Craig
Subject: FW: Chandler WRF - Skylight Proposal 4/7/21
Attachments: Chandler WRF - VE Skylight Option.pdf

Hi Craig,
To change skylights to double dome acrylic from the Kalwall system originally priced, there is a savings of $5500.00
The double dome skylights do not meet the specifications.
Attached is the quote.
Thanks,

Dave Manarin – Vice President

ARIZONA CORPORATE BUILDERS, LLC
STEEL BUILDING SPECIALIST

1555 W. Universtiy Dr. Suite 108
Tempe, AZ 85281
Office: 480-967-0969
Cell: 602-448-6079

From: Curtis Ferguson <CurtisF@norconindustries.net>
Sent: Friday, April 23, 2021 8:03 AM
To: Dave Manarin <dave@azcorporatebuilders.com>
Subject: RE: Chandler WRF - Skylight Proposal 4/7/21

Here is the VE option, thanks.

Curtis Ferguson

Sales
Norcon Industries, Inc.
E: curtisf@norconindustries.net
C: (480) 343-6645

From: Dave Manarin <dave@azcorporatebuilders.com>
Sent: Tuesday, April 20, 2021 3:49 PM
To: Curtis Ferguson <CurtisF@norconindustries.net>
Subject: FW: Chandler WRF - Skylight Proposal 4/7/21

Cutis,
Can you offer any value engineering options for the Kalwall skylights you proposed on 4/7/21 for the Chandler WRF project.
How about double dome skylights ? Please price out this option if it makes sense or let me know what if any VE options you may propose.
The GC (McCarthy) need something back tomorrow.

Chandler WRF Improvements Project
GMP 2 Work Category Solicited Subcontractors Summary
Work Category: **14A - Monorail, Trolley and Bridge Cranes**

Subcontractor/Supplier Name	***Status***
Hoist Systems	*Recommended*
Ace Industries	*Declined*
Konecranes	*Declined*
Bragg	*Declined*
Goble Sampson	*Declined*
Southwest Industrial Rigging	*Declined*

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **14A - Monorail, Trolley and Bridge Cranes**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	Hoist Systems	Ace Industries	Konecranes Inc	Bragg Investment	Goble Sampson
		Jeff Sanuik	Mike Browne	Justyn Penfold	AJ Lizotte	Dan Bertschman
		602-254-9333	602-622-2441	602-541-3379	602-233-0205	610-406-2309
		jeff@hoistsystems.com	michael.browne@aceindustries.com	justyn.penfold@konecranes.com	aj.lizotte@braggcrane.com	dbertschman@goblesampson.com
	TOTAL WORK CATEGORY PACKAGE VALUE	**$231,563**	**Declined**	**Declined**	**Declined**	**Declined**
	MCCARTHY SUBCONTRACT & FRONT END TERMS					
1	Compliant with McCarthy Front Ends	Yes				
2	Bid Submitted on McCarthy Bid Form	Yes				
3	Bid Bond Included with Bid (if over $250k Sub/$500k Supplier)	N/A				
4	Current Bank Reference Letter that shows Subcontractor or Vendor is in good standing.	N/A				
5	Surety Company	N/A				
6	Surety AM Best Rating (Must be A- or Better)	N/A				
7	AM Best Financial Size X($500M to $750M) or higher	N/A				
8	Anticipated contract amount is less than the Federal UW Limit as listed on the Treasury Listing	N/A				
9	Bond/CDI Cost	1.295%				
10	Included Insurance Requirements (Per Matrix)	Yes				
11	GL Insurance Company Name	Kinsale				
12	GL Insurance Carrier AM Best Rating (Must be A- or Better)	A				
13	PRL Insurance (If required by the Front Ends)	Yes				
14	Pollution Insurance (If required by the Front Ends)	Yes				
15	Tier 1 Approved	Yes				
16	Tier 2 Approved	N/A				
17	Safety Items:	Yes				
18	OSHA Recordable Incident Rate (Current)	1.23				
19	Agrees to comply with PPE requirements including 100% glove policy	Yes				
20	Acknowledges updated ladder policy (platform ladders)	Yes				
21	Task Hazard Analysis included for all tasks	Yes				
22	Tie-off above 6' required	Yes				
23	Includes Hoisting for Sub's Own Work Scope	Yes				
24	Acknowledges Soils Report	N/A				
25	Acknowledges Addenda	Yes				
26	Hold Bid for 150 Days	Yes				
27	Pricing good for the duration of the project	N/A				
28	Sales Tax Included	N/A				
29	**COVID-19 Market Questions**					
30	How has your work program been impacted by the COVID-19 situation? % of work stopped or delayed by more than 2 weeks?	No				
31	Have you had any future work opportunities canceled or delayed? What % of your future sales are projected to be impacted by COVID-19?	No				
32	Are you suffering productivity loss that is impacting the ability to complete work on time?	No				
33	Have you had any difficulty with employees not wanting to come to work because of the risk of infection?	No				
34	Have you experienced any unusual voluntary turnover as a result of COVID-19?	No				
35	Have you had to furlough or make a reduction in staff or go to a reduced workweek as a result of COVID-19 market conditions?	No				
36	Have you experienced and/or do you anticipate any issues with existing suppliers or vendors?	No				
37	Do you have any overseas suppliers that may be impeding your supply chain?	No				
38						

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **14A - Monorail, Trolley and Bridge Cranes**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	Hoist Systems	Ace Industries	Konecranes Inc	Bragg Investment	Goble Sampson
		Jeff Sanuik	Mike Browne	Justyn Penfold	AJ Lizotte	Dan Bertschman
		602-254-9333	602-622-2441	602-541-3379	602-233-0205	610-406-2309
		jeff@hoistsystems.com	michael.browne@aceindustries.com	justyn.penfold@konecranes.com	aj.lizotte@braggcrane.com	dbertschman@goblesampson.com
	TOTAL WORK CATEGORY PACKAGE VALUE	**$231,563**	**Declined**	**Declined**	**Declined**	**Declined**
39	Per Plans & Specifications	Yes				
40	Division 1 as it relates to this scope of work	Yes				
41	Spec Section 03600	Yes				
42	Spec Section 05051	Yes				
43	Spec Section 05120	Yes				
44	Spec Section 09900	Yes				
45	Spec Section13300	Yes				
46	Spec Section 14200	Yes				
47	Spec Section 14630	Yes				
48	Spec Section 16161	Yes				
49	Spec Section 16225	Yes				
Scope of Work						
Base Bid:		$157,475				
50	Provide all labor, materials, tools, equipment and appurtenances as required to perform the Work Category 14A - Monorail, Trolley and Bridge Crane in accordance with and reasonably inferable from the Contract Documents, complete and without exception unless otherwise noted below, including, but not limited to the following:	Yes				
51	Check to Spec completed and submitted to McCarthy	N/A				
52	1 year warranty from Final Acceptance (Aug 2023)	Yes				
53	Heavy Duty Bridge Drives with totally enclosed gears in oil bath	Yes				
54	Thermal Protection on all motors	Yes				
55	Bridge Crane Rails	Yes				
56	Installation of Bridge Crane System	Yes				
57	Provide monorail hoist system, consisting of a single motor drive trolley, electric hoist, control panel, and all necessary components for a complete and operational system at both AWRF and OWRF	Yes				
58	Equipment for monorails should comply with Class C Service, ANSI Specification No. MH27.1 and the Monorail Manufacturers Association	Yes				
59	Electrification of monorail systems at AWRF and OWRF	Yes- Cable Reels				
60	Beams and Installation for Monorail systems	Yes				
61	Insurance Adders - 3 years PRL	$35,294				
62	Insurance Adders - 3 years POL	$20,833				
63	125% Load Testing	Yes				
64	Flushing and Replacement of startup fluids	N/A				
65	All required panels	Yes				
66	OWRF Beam Sizing and Installation	Yes				
67	Bridge Crane to Span ~ 44'4" x 60' long	Yes				
68	Provide structural and anchorage calculation sealed by a registered structural engineer in the state of Arizona	Yes				
69	All metallic surfaces (including pipe, supports, and enclosure) shall be primed per the requirements of the 09900 - Painting	Yes				
70	Shipping shall be FOB jobsite	Yes				
71	Unloading & storage	Yes				
72	Preventative maintenance	N/A				

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **14A - Monorail, Trolley and Bridge Cranes**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	Hoist Systems	Ace Industries	Konecranes Inc	Bragg Investment	Goble Sampson
		Jeff Sanuik	Mike Browne	Justyn Penfold	AJ Lizotte	Dan Bertschman
		602-254-9333	602-622-2441	602-541-3379	602-233-0205	610-406-2309
		jeff@hoistsystems.com	michael.browne@aceindustries.com	justyn.penfold@konecranes.com	aj.lizotte@braggcrane.com	dbertschman@goblesampson.com
	TOTAL WORK CATEGORY PACKAGE VALUE	**$231,563**	**Declined**	**Declined**	**Declined**	**Declined**
73	O&M's per specification section 01781	Yes				
74	Training: per the Spec	Yes				
75	Manufactures Services	Yes				
76	Performance testing: Per Spec	Yes				
77	Testing days/trips included:	Per Spec				
78	Startup days/trips included:	Per Spec				
79	Hoisting Support	$15,000				
80	COVID-19 Scope Items					
81	Proposal includes CDC, Federal, State and Local OSHA guidelines for COVID-19.	No				
82	Your proposal shall include all productivity, schedule, and other impacts to cost and schedule.	No				
83	All personnel onsite must maintain 6'0" spacing between personnel and shall have facemasks on at all times that align with CDC, Federal, State or Local OSHA guidelines for COVID-19.	Yes				
84	Work activities that require personnel to be closer than 6'0" must have a plan presented and approved by McCarthy before work activity commences. Work activities within 6'0" shall also include the appropriate masks and PPE while performing the work.	Yes				
85	All tools and equipment used must be sanitized each day.	Yes				
86	Personnel must comply with all hand washing and sanitizing requirements set by McCarthy.	Yes				
87	Subcontractors with onsite trailers must sanitize trailer interior high contact areas and restroom facilities daily. Subcontractors must have a plan approved by McCarthy to maintain 6' social distancing within the trailer as required by the AHJ.	N/A				
88	Personnel are not allowed to carpool to the site or while onsite.	No				
89	Any personnel reporting symptoms must be immediately reported to McCarthy and follow the appropriate testing and quarantine protocols.	Yes				
90						
91	End of Scope					
92	Bond/CDI Cost	$2,960				
	TOTAL WORK CATEGORY PACKAGE VALUE	**$231,563**				

BID PROPOSAL

Date 04/23/2021 (revised)

Bid Proposal of * Hoist Systems, Inc. (hereinafter called "Bidder")

a ** Corporation organized and existing under the laws of the State of

Arizona.

* Insert name of firm.
** Insert corporation, partnership, or individual, as applicable.

(INSERT OWNER'S ADDRESS)
TO: McCarthy Building Companies, Inc.
6225 North 24th Street, Suite 200
Phoenix, Arizona 85016

The Bidder, in compliance with your Invitation for Bids for the construction of Chandler Water Reclamation Facility Improvements having examined the Contract Documents entitled City of Chandler, Chandler WRF Improvements Project, and other related documents and being familiar with the site of the proposed work, and with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, and the progress of work to date, if any, hereby proposes to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, superintendence, perform all work, provide all services, and to construct all work in accordance with the Contract Documents set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required.

The Bidder shall attach a copy of Bidders' detailed estimate to its Bid Proposal. This estimate shall identify all quantities shown in the documents or anticipated along with corresponding labor, material and equipment pricing.

After Bid Proposals are received, tabulated, and evaluated by McCarthy, said Bidder agrees to meet with McCarthy for the purpose of determining any duplications, omissions, or mutually agreed bid adjustments. For these meetings, the Bidder agrees to provide a complete, detailed cost breakdown; a list of all sub-subcontractors proposed for use in the work; and a list of all items, materials and their manufacturers proposed for use in the work.

The Bidder, if awarded a Subcontract, agrees to commence work and to fully complete its Work in accordance with a schedule to be established in collaboration with McCarthy under the provisions of the Additional Subcontractor Conditions of the Specifications.

The Bidder acknowledges receipt of the following Addenda: 1, 2 , 3, 4

.

BASE BID:

The Bidder agrees to perform all Bridge Crane and Monorails (herein insert the title of the Work Category as it appears in the Additional Subcontractor Conditions) Work for Work Category No. 14200 14630, as described in the Contract Documents, for the Lump Sum of One Hundred Fifty Seven Thousand, Four Hundred Seventy Five DOLLARS ($ 157,475.00).

BID BREAKDOWN:

Airport WRF Total Amount $ 112,815.00

- Aeration Basin $.
- Blower Piping $.
- Blower Ductbank $.
- Filters $ 49,320.00 .
- Maintenance Bldg $ 63,495.00 .

Ocotillo WRF Total Amount $ 44,660.00

- Aeration/Anoxic $.
- RAS/WAS PS $.
- Clarifiers 1& 2 $.
- Filters $ 44,660.00 ..
- MCC Replacement $ ..
- Reservoir $ ..
- Roads/Sitework $ ..

Performance & Payment Bond Cost *(If Applicable)* $

Total Subcontract Amount $ 157,475.00

The name of the proposed Bonding Company is _____

Bond rate _____%

All applicable taxes, except sales and use taxes on materials and equipment which are affixed and made a part of the real estate of the Project, are included in the above Base Bid. Bidder agrees that this Bid Proposal shall be good and may not be withdrawn unless McCarthy does not send Bidder a Subcontract within one hundred ~~twenty (160) calendar days~~ fifty (150) calendar days after the opening date of Bid Proposals.

(Amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

ALTERNATES:

The Bidder further agrees that if any or all of the Alternates listed and described below are incorporated and accepted within sixty (60) calendar days after receipt of a Subcontract from McCarthy, the Bidder will adjust its Subcontract by the amount indicated opposite the Alternates listed below.

ALTERNATE NO. 1: Filter Disc in Basin 7 Installation:

ADD the sum of $_____.

ALTERNATE NO. 2: Clarifier 3 Rehabilitation

ADD the sum of $_____.

ALTERNATE NO. 3: Sludge Holding Tank and Blower Bldg No. 2

ADD the sum of $_____.

ALTERNATE NO. 4: Removal/Replacement of Diffusers in 2 Aeration Basins

ADD the sum of $_____.

ALTERNATE NO. 5:_____

ADD the sum of $_____.

CHANGE ORDER RATES: (Add separate sheet as needed)

Markup % (on rates and material): 15□.

Position: Foreman Rate: 85.00/hr.

Position: Laborer Rate: 50.00/hr.

Equipment: Rental Equipment Rate: □15□.

Equipment: _____ Rate: _____.

SAFETY RECORDS

The Bidder certifies to the following Experience Modification Rates (EMR) and Incidence Rates for the three (3) most recent years:

	Year 2018	Year 2019	Year 2020
1. Compensation Experience Modification Rate:	1.34	1.30	1.23
2. Incidence Rate:			
(a) Number of hours employees worked in the year.	7280	7280	7280
(b) Number of cases defined as recordable, from the OSHA Form 300 Log.	0	0	0
(c) Total Recordable Incidence Rate = (b) x (200,000 hours) / Hours Worked (a)	0	0	0

The Bidder understands that McCarthy reserves the right to reject any or all Bid Proposals and to waive any informalities or irregularities therein.

SELECT AS APPROPRIATE

☒ The Bidder has completed the Prequalification Form together with all other required data for McCarthy's' Contractor Default Insurance Program; OR

☐ The Bidder has not completed the Prequalification Form together with all other required data for McCarthy's' Contractor Default Insurance Program because the Bidder has provided the Form and all such information to McCarthy in the past 12 months for the following project:

_____ Project, which bid on: _____.

RESPONSIVE BID REQUIREMENTS:

DO NOT ENCLOSE YOUR STANDARD TERMS AND CONDITIONS

If any exceptions are taken to the requirements of this Proposal form, attach a separate sheet listing those exceptions, stating the sections and paragraphs and the specific exception.	JS (initials)
In submitting this proposal, the Bidder certifies that this bid is valid for 150 calendar days.	JS (initials)
In submitting this Proposal as described herein, we agree to complete the work in accordance with the included Preliminary Construction Sequence.	JS (initials)
In submitting this Proposal, the Bidder certifies that all cost for extended warranties to start on the date of Substantial Completion is included.	JS (initials)
In submitting this proposal as described herein, we confirm that we have received, reviewed and agree to all commercial terms stated in the McCarthy Subcontract and Purchase Order Agreement. Any exception taken to the commercial terms stated in these Agreements must be listed on a separate sheet noting the article or paragraph and the specific exception. ***Bidders attached Standard Terms and Conditions will not be acknowledged or accepted as part of any given bid.***	JS (initials)
In submitting this proposal as described herein, the Bidder certifies that this bid is coordinated based on a complete set of documents and that there will be no claims for change order based on the assertion that the Bidder did not have a complete set of Bidding Documents.	JS (initials)
In submitting this proposal, the Bidder certifies that they have included all spare parts, training, O & M Manuals, shop drawings and administration costs as associated to comply with the requirements of the specifications and as listed for their scope of work.	JS (initials)
A bid will be considered non-responsive if the Subcontractor Pre-Qualification Form is not completed as part of the Bid Form **(or on file at McCarthy office)**.	JS (initials)
The Bidder, by submitting their bid, represents that they have read and understand the scope requirements of the Bidding Documents.	JS (initials)
The Bidder certifies that any proposed materials in this scope of work meet or exceeds the requirements stated in the specifications unless noted otherwise within this proposal.	JS (initials)
The bidder certifies that the price listed in this bid is a firm Price through the final delivery of the materials proposed herein, and that no material escalation will be accepted as part of this proposal.	JS (initials)

Within fifteen (10) days after receipt by the Bidder from McCarthy of the Subcontract or Purchase Order, the Bidder will execute and return to McCarthy said Subcontract or Purchase Order and if notified from McCarthy that Bidder is not to be enrolled in McCarthy's Contractor Default Insurance Program, deliver to McCarthy Performance and Labor and Material Payment Bonds for the Subcontract or a Supply Contract Bond for the Purchase Order, or the difference between the amount of the bid and such larger amount for which McCarthy may subcontract with another party to perform the work covered by said bid, together with all court costs, all attorney fees and all other expense of recovery, all of which shall not exceed the Bid Security attached in the amount of 15% of the bid, will become the property of McCarthy. The bonds shall name McCarthy as Obligee.

If an Individual:

Authorized Signature: _____

Name (print): _____

Email: _____

Business Address: _____

_____

If a Partnership:

Authorized Signature: _____

Name (print): _____

Email: _____

Authorized Signature: _____

Name (print): _____

Email: _____

Business Address: _____

_____

If a Corporation:

Authorized Signature: 

Name (print): Jeff Sanuik

Email: jeff@hoistsystems.com

Title: President

Business Address: 2424 S. 19th St.

Phoenix, AZ 85034

Telephone 602-254-9333

Contractor License Number: 153799

General Liability Insurance Carrier (not the agent): Kinsale Insurance Agency

*Please attach a sample certificate of insurance and current W9 form to your bid.

The attached certificate is for the McCarthy Project: 23rd Ave WWTP. For this, project, I will be ADDING the proper Waiver of Subrgation required by McCarthy.

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **15A - Process Mechanical**

GMP Date: **5/4/2021 Rev 6/21/2021**

		Recommended				
COMPANY INFORMATION		**McCarthy** **Austin Hancock** **480-536-5168** ahancock@mccarthy.com				
TOTAL WORK CATEGORY PACKAGE VALUE		**$4,263,556**				
MCCARTHY SUBCONTRACT & FRONT END TERMS						
1	Compliant with McCarthy Front Ends	Yes				
2	Bid Submitted on McCarthy Bid Form	Yes				
3	Bid Bond Included with Bid (if over $250k Sub/$500k Supplier)	N/A				
4	Current Bank Reference Letter that shows Subcontractor or Vendor is in good standing. (The date on the letter provided should be within the last 30 days and the letter should include the status of their line of credit.)	N/A				
5	Surety Company	Allianz-Starr				
6	Surety AM Best Rating (Must be A- or Better)	A+				
7	AM Best Financial Size X($500M to $750M) or higher	Yes				
8	Anticipated contract amount is less than the Federal UW Limit as listed on the Treasury Listing	Yes				
9	Bond/CDI Cost	0.000%				
10	Included Insurance Requirements (Per Matrix)	Yes				
11	GL Insurance Company Name	Allianz-Starr				
12	GL Insurance Carrier AM Best Rating (Must be A- or Better)	A+				
13	PRL Insurance (If required by the Front Ends)	Yes				
14	Pollution Insurance (If required by the Front Ends)	Yes				
15	Tier 1 Approved	Yes				
16	Tier 2 Approved	Yes				
17	Safety Items:	Yes				
18	OSHA Recordable Incident Rate (Current)	0.39				
19	Agrees to comply with PPE requirements including 100% glove policy	Yes				
20	Acknowledges updated ladder policy (platform ladders)	Yes				
21	Task Hazard Analysis included for all tasks	Yes				
22	Tie-off above 6' required	Yes				
23	Includes Hoisting for Sub's Own Work Scope	Yes				
24	Acknowledges Soils Report	Yes				
25	Acknowledges Addenda	Yes				
26	Hold Bid for 150 Days	Yes				
27	Pricing good for the duration of the project	Yes				
28	Sales Tax Included	No				
29	**COVID-19 Market Questions**					
30	How has your work program been impacted by the COVID-19 situation? % of work stopped or delayed by more than 2 weeks?	No				
31	Have you had any future work opportunities canceled or delayed? What % of your future sales are projected to be impacted by COVID-19?	No				
32	Are you suffering productivity loss that is impacting the ability to complete work on time?	No				
33	Have you had any difficulty with employees not wanting to come to work because of the risk of infection?	No				
34	Have you experienced any unusual voluntary turnover as a result of COVID-19?	No				
35	Have you had to furlough or make a reduction in staff or go to a reduced workweek as a result of COVID-19 market conditions?	No				

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **15A - Process Mechanical**

GMP Date: **5/4/2021 Rev 6/21/2021**

		Recommended				
	COMPANY INFORMATION	**McCarthy** **Austin Hancock** **480-536-5168** ahancock@mccarthy.com				
	TOTAL WORK CATEGORY PACKAGE VALUE	**$4,263,556**				
36	Have you experienced and/or do you anticipate any issues with existing suppliers or vendors?	No				
37	Do you have any overseas suppliers that may be impeding your supply chain?	No				
38						
39	Per Plans & Specifications	Yes				
40	Division 1 as it relates to this scope of work	Yes				
41	02050 - Demolitions	Yes				
42	03600 - Grout	Yes				
43	05051 - Anchor Bolts, Toggle Bolts, and Concrete Inserts	Yes				
44	09920 - Coating Systems	Yes				
45	11217 - Sample Pumps	Yes				
46	11295 - Hydraulic Valves	Yes				
47	13447 - Electric Motor Actuators	Yes				
48	15010 - Basic Mechanical Requirements	Yes				
49	15030 - Cleaning Mechanical Systems	Yes				
50	15050 - Piping Systems	Yes				
51	15052 - Exposed Piping Installation	Yes				
52	15061 - Ductile Iron Pipe	Yes				
53	15062 - Steel Pipe	Yes				
54	15064 - Copper Pipe	Yes				
55	15065 - Thermoplastic Pipe and Accessories	Yes				
56	15066 - Stainless Steel Pipe	Yes				
57	15067 - Fiberglass Reinforced Plastic Pipe and Accessories	Yes				
58	15120 - Piping Specialties and Accessories	Yes				
59	15140 - Supports and Anchors	Yes				
60	15441 - Sump Pumps	Yes				
61	16161 - Control Panels	Yes				
62	16225 - Electric Motors 250 HP or Less	Yes				
Scope of Work						
Base Bid:		$4,264,541				
63	Provide all labor, materials, tools, equipment and appurtenances as required to perform the Work Category 15A - Process Mechanical, in accordance with and reasonably inferable from the Contract Documents, complete and without exception unless otherwise noted below, including, but not limited to the following:	Yes				
64	Check to Spec completed and submitted to McCarthy	Yes				
65	1 year warranty from Final Acceptance (Aug 2023)	Yes				
66	**Areas of Process Pipe Demolition:**					
67	AWRF - Aeration Basins	Yes				
68	AWRF - Blower Piping	Yes				
69	AWRF - Filters	Yes				

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **15A - Process Mechanical**

GMP Date: **5/4/2021 Rev 6/21/2021**

		Recommended				
COMPANY INFORMATION		**McCarthy** **Austin Hancock** **480-536-5168** ahancock@mccarthy.com				
TOTAL WORK CATEGORY PACKAGE VALUE		**$4,263,556**				
70	OWRF - Aeration Basins	Yes				
71	OWRF - Anoxic Basins	Yes				
72	OWRF - Clarifier Splitter Box	Yes				
73	OWRF - Clarifiers 1 & 2	Yes				
74	OWRF - Filters	Yes				
75	**Areas OF Process Pipe Installation:**					
76	AWRF - Aeration Basins	Yes				
77	AWRF - Yard/Blower Piping	Yes				
78	AWRF - Filters	Yes				
79	OWRF - Aeration Basins	Yes				
80	OWRF - Anoxic Basins	Yes				
81	OWRF - Clarifier Splitter Box	Yes				
82	OWRF - Clarifiers 1 & 2	Yes				
83	OWRF - Filters	Yes				
84	OWRF - Reservoir	Yes				
85	All exposed process mechanical piping	Yes				
86	All tie-ins to process equipment including BNG kits at tie-ion location	Yes				
87	Testing, cleaning, and disinfection	Yes				
88	Exposed piping MOPOs	Yes				
89	BIM coordination	Yes				
90	All pipe/systems above grade and on the interior of structures up to the penetration points	Yes				
91	Provide all necessary supports, hangers, and anchor bolts required for all process mechanical pipe	Yes				
92	Air piping structural supports	By WC 05A				
93	Demo of process piping as required on demo drawings	Yes				
94	All equipment for hoisting, lifting, and setting materials	Yes				
95	Coring of existing walls that process mechanical pipe will go through and provide leak free penetrations	Yes				
96	Finish painting of pipe	By WC 09E				
97	The purchase of all process mechanical materials	Yes				
98	Installation of sample pumps and sump pumps	Yes				
99	All Piping not associated with the plumbing drawings	Yes				
100	Provide structural and anchorage calculation sealed by a registered structural engineer in the state of Arizona - For Supports	Yes				
101	Provide all anchors and epoxy required for the installation of the equipment	Yes				
102	Shipping shall be FOB jobsite	Yes				
103	Unloading & storage	Yes				
104	Temporary protection & enclosure	Yes				
105	Preventative maintenance	Yes				
106	O&M's per specification section 01781	Yes				
107	Training: per the Spec	Yes				
108	Manufactures Services	Yes				
109	Performance testing: Per Spec	Yes				
110	Testing days/trips included:	Yes				

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **15A - Process Mechanical**

GMP Date: **5/4/2021 Rev 6/21/2021**

		Recommended				
	COMPANY INFORMATION	**McCarthy**				
		Austin Hancock				
		480-536-5168				
		ahancock@mccarthy.com				
	TOTAL WORK CATEGORY PACKAGE VALUE	**$4,263,556**				
111	Startup days/trips included:	Yes				
112	Cost per additional day/trip:	Yes				
113	**GMP 1 Early Demo**	-$985				
114	COVID-19 Scope Items					
115	Proposal includes CDC, Federal, State and Local OSHA guidelines for COVID-19.	Yes				
116	Your proposal shall include all productivity, schedule, and other impacts to cost and schedule.	Yes				
117	All personnel onsite must maintain 6'0" spacing between personnel and shall have facemasks on at all times that align with CDC, Federal, State or Local OSHA guidelines for COVID-19.	Yes				
118	Work activities that require personnel to be closer than 6'0" must have a plan presented and approved by McCarthy before work activity commences. Work activities within 6'0" shall also include the appropriate masks and PPE while performing the work.	Yes				
119	All tools and equipment used must be sanitized each day.	Yes				
120	Personnel must comply with all hand washing and sanitizing requirements set by McCarthy.	Yes				
121	Subcontractors with onsite trailers must sanitize trailer interior high contact areas and restroom facilities daily. Subcontractors must have a plan approved by McCarthy to maintain 6' social distancing within the trailer as required by the AHJ.	Yes				
122	Personnel are not allowed to carpool to the site or while onsite.	Yes				
123	Any personnel reporting symptoms must be immediately reported to McCarthy and follow the appropriate testing and quarantine protocols.	Yes				
124						
125	End of Scope					
126	Bond/CDI Cost	$0				
	TOTAL WORK CATEGORY PACKAGE VALUE	**$4,263,556**				

Estimate Detail

Chandler WRF Improvement Project GMP 2

6/21/2021

Description	Quantity		Unit Price	Labor Total	Equip Total	Mat Total	Sub Total	Total
15A – Process Mechanical								
A - Blower Piping				**158,732**		**1,224,257**		**$1,382,989**
A 20" - 42" SST from Blower Building to ABs								
30 FRP Blind Flange	2.0	EA	5,458.68	1,171		9,747		$10,917
20 316 SS 150# Slip-On Flange	4.0	EA	2,509.30	5,705		4,332		$10,037
3 316 SST Bolt 1/8" Neo Gskt Kit ~A - SERVICE	12.0	EA	12.51			150		$150
20 316 SST Bolt 1/8" Neo Gskt Kit ~A - SERVICE	23.0	EA	290.66			6,685		$6,685
30 316 SST Bolt 1/8" Neo Gskt Kit ~A - Service	17.0	EA	649.23			11,037		$11,037
30 316 SST Bolt 1/8" Neo Gskt Kit	2.0	EA	649.23			1,298		$1,298
30 316 SST Bolt 1/8" Neo Gskt Kit ~A - SERVICE	9.0	EA	649.23			5,843		$5,843
30 316 SST Bolt 1/8" Neo Gskt Kit ~A - Service	6.0	EA	649.23			3,895		$3,895
42 316 SST Bolt 1/8" Neo Gskt Kit ~A - SERVICE	11.0	EA	1,427.11			15,698		$15,698
30 Flanged Expansion Joint ~AIR SERVICE	3.0	EA	23,205.22	5,028		64,588		$69,616
42 Flanged Expansion Joint ~AIR SERVICE	3.0	EA	27,883.24	2,900		80,750		$83,650
20 Flanged Expansion Joint ~LABOR ONLY - REINSTALL	4.0	EA	706.83	2,827				$2,827
20 Flanged Expansion Joint ~AIR SERVICE	4.0	EA	15,722.03	2,827		60,061		$62,888
42 FxF SST/Rubber Exp Joint Restrai ~AIR SERVICE	2.0	EA	27,883.24	1,933		53,833		$55,766
30 SS A778 304L Pipe Sch 10S PE ~LABOR ONLY	37.0	LF	106.93	3,956				$3,956
42 SS A778 304L Pipe Sch 10S PE ~LABOR ONLY	431.0	LF	141.37	60,929				$60,929
30 SS A778 304L Pipe Sch 10S PE ~LABOR ONLY	65.0	LF	106.93	6,951				$6,951
20 SS A778 304L Pipe Sch 10S PE ~LABOR ONLY	24.0	LF	76.12	1,827				$1,827
SST Blower Piping Fabrication LS	1.0	EA	747,714.41			747,714		$747,714
A 20" - 42" SST from Blower Building to ABs - SPT								
30 SST Pipe Saddle Fixed Support	1.0	EA	1,721.91	604		1,118		$1,722
42 SST Pipe Saddle Fixed Support	11.0	EA	2,229.02	9,304		15,216		$24,519
42 SST Pipe Saddle Roller Support	10.0	EA	1,304.33	7,250		5,794		$13,043
30 SST Pipe Saddle Roller Support	14.0	EA	1,033.71	6,766		7,706		$14,472
20 SST Pipe Saddle Roller Support	4.0	EA	765.57	1,208		1,854		$3,062
30 SST Strap for Concrete Saddle	21.0	EA	679.76	3,806		10,469		$14,275
42 SST Strap for Concrete Saddle	22.0	EA	889.15	5,316		14,245		$19,561
20 SST Strap for Concrete Saddle	4.0	EA	613.30	483		1,970		$2,453
A 20" - 42" SST from Blower Building to ABs - VLV								
3 150# Flanged Ball Valve ~A - SERVICE	6.0	EA	2,999.02	573		17,421		$17,994
30 Flg General Purpose BFV w/Hand W ~A - SERVICE	3.0	EA	13,777.00	2,465		38,866		$41,331
20 Flg General Purpose BFV w/Hand W ~LABOR ONLY - REINSTALL	4.0	EA	590.23	2,361				$2,361
30 Flg General Purpose BFV w/Hand W ~A - SERVICE	2.0	EA	13,777.00	1,643		25,911		$27,554
DEMO Air Blower Piping								
20 316 SST Bolt 1/8" Neo Gskt Kit	4.0	EA	290.66			1,163		$1,163
30 316 SST Bolt 1/8" Neo Gskt Kit	1.0	EA	649.23			649		$649
30 Demo Air Piping Supports ~W/Concrete Pads	6.0	EA	120.83	725				$725
30 Demo Air Piping Supports ~Hanger	2.0	EA	120.83	242				$242
30 Demo Air Piping Supports ~W/Concrete Pads	24.0	EA	132.91	3,190				$3,190
20 Demo of Blower Piping	50.0	LF	24.17	1,208				$1,208
30 Demo of Blower Piping	430.0	LF	24.17	10,391				$10,391
20 Flanged Expansion Joint ~SALVAGE	4.0	EA	353.42	1,414				$1,414
20 Flg General Purpose BFV w/Hand W ~SALVAGE	5.0	EA	295.12	1,476				$1,476
20 FRP Blind Flange	3.0	EA	4,334.04	1,631		11,371		$13,002
30 FRP Blind Flange	1.0	EA	5,495.53	622		4,873		$5,496
A - Filters				**125,434**		**249,497**		**$374,931**
BSHY 1" CPVC from Hypo Facility to Filters - AWRF								
1 CPVC Sch 80 45 Ell	5.0	EA	31.95	137		23		$160
1 CPVC Sch 80 90 Ell	13.0	EA	30.67	355		43		$399
1 CPVC Sch 80 Coupling	35.0	EA	55.45	1,827		114		$1,941
1 CPVC Sch 80 Tee	9.0	EA	44.56	358		43		$401
1 CPVC True Union Solv Weld Ball	6.0	EA	119.23	183		533		$715
1 D-204 'SST Pipe Hanger	17.0	EA	135.17	1,056		1,242		$2,298
1 D-206 'SST Flush Mount Unistrut	10.0	EA	195.23	466		1,486		$1,952
1 Sch 80 CPVC PE Pipe	354.0	LF	7.01	1,320		1,161		$2,481
BW 2" - 3" CPVC from BW Pumps to Filt/Sewer - AWRF								
2 150# Sch 80 CPVC VS PR Flange	13.0	EA	47.64	444		175		$619
3 150# Sch 80 CPVC VS PR Flange	16.0	EA	67.75	616		468		$1,084
2 150# Sch 80 CPVC VS PR Flange	4.0	EA	47.64	137		54		$191
3 150# Sch 80 CPVC VS PR Flange	12.0	EA	67.75	462		351		$813
2 150# Sch 80 CPVC VS PR Flange	1.0	EA	47.64	34		13		$48
3 150# Sch 80 CPVC VS PR Flange	4.0	EA	67.75	154		117		$271
2 150# Sch 80 CPVC VS PR Flange	1.0	EA	47.64	34		13		$48
3 150# Sch 80 CPVC VS PR Flange	4.0	EA	67.75	154		117		$271
2 150# Sch 80 CPVC VS PR Flange	1.0	EA	47.64	34		13		$48
3 150# Sch 80 CPVC VS PR Flange	4.0	EA	67.75	154		117		$271
3 2' SST Adjustable Pipe Support	5.0	EA	1,082.66	621		4,792		$5,413
3 250# Flanged Gate Valve	10.0	EA	762.21	2,243		5,379		$7,622
1x1/2 304 SS 150# Thd Conc Reducer	10.0	EA	55.21	472		80		$552
2x1 304 SS 150# Thd Hex Bushing	10.0	EA	54.51	336		210		$545
1/2x2 304 SS Sch 40 Nipple TxT	10.0	EA	5.76	31		27		$58
1x2 304 SS Sch 40 Nipple TxT	20.0	EA	7.20	62		82		$144
2 316 SST Bolt 1/8" Neo Gskt Kit	20.0	EA	11.32			226		$226
3 316 SST Bolt 1/8" Neo Gskt Kit	40.0	EA	12.51			500		$500

Estimate Detail

Chandler WRF Improvement Project GMP 2

6/21/2021

Description	Quantity		Unit Price	Labor Total	Equip Total	Mat Total	Sub Total	Total
3 4' SST Adjustable Pipe Support	15.0	EA	967.19	1,864		12,644		$14,508
3 Core & Chip Wall ~12" Wall	5.0	EA	124.54			623		$623
3 CPVC Sch 80 45 Ell	20.0	EA	80.19	1,056		548		$1,604
3 CPVC Sch 80 90 Ell	35.0	EA	78.07	1,848		884		$2,732
3 CPVC Sch 80 Coupling	40.0	EA	170.75	6,139		691		$6,830
3x2 CPVC Sch 80 Reducer Coupling	10.0	EA	96.89	522		447		$969
3x1 CPVC Sch 80 Reducing Tee	10.0	EA	127.42	783		491		$1,274
3 CPVC Sch 80 Tee	25.0	EA	111.13	1,957		821		$2,778
3 CPVC True Union Solv Weld Ball	10.0	EA	667.49	901		5,774		$6,675
2 Flanged Expansion Joint ~CPVC Backwash System	10.0	EA	755.30	1,597		5,956		$7,553
Pressure Gauge ~PI 543 - LABOR ONLY	1.0	EA	93.20	93				$93
Pressure Gauge ~PI 533 - LABOR ONLY	1.0	EA	112.77	113				$113
Pressure Gauge ~PI 443 - LABOR ONLY	1.0	EA	93.20	93				$93
Pressure Gauge ~PI 433 - LABOR ONLY	1.0	EA	93.20	93				$93
Pressure Gauge ~PI 343 - LABOR ONLY	1.0	EA	93.20	93				$93
Pressure Gauge ~PI 333 - LABOR ONLY	1.0	EA	93.20	93				$93
Pressure Gauge ~PI 243 - LABOR ONLY	1.0	EA	93.20	93				$93
Pressure Gauge ~PI 233 - LABOR ONLY	1.0	EA	93.20	93				$93
Pressure Gauge ~PI 143 - LABOR ONLY	1.0	EA	93.20	93				$93
Pressure Gauge ~PI 133 - LABOR ONLY	1.0	EA	93.20	93				$93
3 Sch 40 304 SS Pipe ~Wall Pipe with Weep Ring	10.0	EA	551.75	217		5,300		$5,517
2 Sch 80 CPVC PE Pipe	2.0	LF	12.67	10		15		$25
3 Sch 80 CPVC PE Pipe	196.0	LF	21.31	1,340		2,838		$4,177
2 Sch 80 CPVC PE Pipe	8.0	LF	12.67	40		62		$101
3 Sch 80 CPVC PE Pipe	44.0	LF	21.31	301		637		$938
2000 316SS Thd Ball Valve	10.0	EA	146.11	541		921		$1,461
BW 2" - 3" CPVC from Filters to BW Pumps - AWRF								
2 150# Sch 80 CPVC VS PR Flange	80.0	EA	47.64	2,734		1,077		$3,811
3 2' SST Adjustable Pipe Support	45.0	EA	1,082.66	5,592		43,128		$48,720
1 304 SS 150# Thd Cap	10.0	EA	39.85	329		69		$398
1x1/2 304 SS 150# Thd Conc Reducer	16.0	EA	36.90	472		118		$590
2x1 304 SS 150# Thd Hex Bushing	20.0	EA	54.51	671		419		$1,090
1 304 SS 150# Thd Tee	10.0	EA	116.30	926		237		$1,163
1/2x2 304 SS Sch 40 Nipple TxT	16.0	EA	5.76	50		42		$92
1x2 304 SS Sch 40 Nipple TxT	79.0	EA	7.20	245		323		$569
2 316 SST Bolt 1/8" Neo Gskt Kit	10.0	EA	11.32			113		$113
3 316 SST Bolt 1/8" Neo Gskt Kit	70.0	EA	12.51			876		$876
2 CPVC Sch 80 90 Ell	18.0	EA	46.34	660		174		$834
3 CPVC Sch 80 90 Ell	6.0	EA	78.07	317		152		$468
2 CPVC Sch 80 90 Ell	1.0	EA	46.34	37		10		$46
3 CPVC Sch 80 90 Ell	3.0	EA	78.07	158		76		$234
2 CPVC Sch 80 90 Ell	5.0	EA	46.34	183		48		$232
3 CPVC Sch 80 90 Ell	3.0	EA	78.07	158		76		$234
2 CPVC Sch 80 90 Ell	1.0	EA	46.34	37		10		$46
3 CPVC Sch 80 90 Ell	3.0	EA	78.07	158		76		$234
2 CPVC Sch 80 Coupling	14.0	EA	76.74	974		100		$1,074
3 CPVC Sch 80 Coupling	5.0	EA	170.75	767		86		$854
2 CPVC Sch 80 Coupling	1.0	EA	76.74	70		7		$77
3 CPVC Sch 80 Coupling	20.0	EA	170.75	3,069		346		$3,415
3x2 CPVC Sch 80 Reducer Coupling	20.0	EA	96.89	1,044		894		$1,938
3x1 CPVC Sch 80 Reducing Tee	20.0	EA	127.42	1,566		983		$2,548
3x2 CPVC Sch 80 Reducing Tee	35.0	EA	127.42	2,740		1,720		$4,460
2 CPVC Sch 80 Tee	20.0	EA	66.95	1,081		258		$1,339
3 CPVC Sch 80 Tee	18.0	EA	111.13	1,409		591		$2,000
2 CPVC Sch 80 Tee	19.0	EA	66.95	1,027		245		$1,272
3 CPVC Sch 80 Tee	1.0	EA	111.13	78		33		$111
2 CPVC Sch 80 Tee	1.0	EA	66.95	54		13		$67
3 CPVC Sch 80 Tee	14.0	EA	111.13	1,096		460		$1,556
2 CPVC Sch 80 Tee	10.0	EA	66.95	541		129		$670
3 CPVC Sch 80 Tee	2.0	EA	111.13	157		66		$222
3 CPVC True Union Solv Weld Ball	5.0	EA	667.49	450		2,887		$3,337
2 Flanged Expansion Joint ~CPVC Backwash System	10.0	EA	755.30	1,597		5,956		$7,553
2 Sch 40 304 SS Pipe ~Wall Pipe with Weep Ring	35.0	EA	465.53	544		15,750		$16,294
2 Sch 80 CPVC PE Pipe	175.0	LF	12.67	870		1,348		$2,218
3 Sch 80 CPVC PE Pipe	108.0	LF	21.31	738		1,564		$2,302
2 Sch 80 CPVC PE Pipe	120.0	LF	12.67	596		924		$1,521
3 Sch 80 CPVC PE Pipe	72.0	LF	21.31	492		1,042		$1,535
1 2000 316SS Thd Ball Valve	30.0	EA	146.11	1,622		2,762		$4,383
Vacuum Indicator ~VI 542 - LABOR ONLY	1.0	EA	93.20	93				$93
Vacuum Indicator ~VI 532 - LABOR ONLY	1.0	EA	93.20	93				$93
Vacuum Indicator ~VI 442 - LABOR ONLY	1.0	EA	93.20	93				$93
Vacuum Indicator ~VI 432 - LABOR ONLY	1.0	EA	93.20	93				$93
Vacuum Indicator ~VI 342 - LABOR ONLY	1.0	EA	93.20	93				$93
Vacuum Indicator ~VI 332 - LABOR ONLY	1.0	EA	93.20	93				$93
Vacuum Indicator ~VI 242 - LABOR ONLY	1.0	EA	93.20	93				$93
Vacuum Indicator ~VI 232 - LABOR ONLY	1.0	EA	93.20	93				$93
Vacuum Indicator ~VI 142 - LABOR ONLY	1.0	EA	93.20	93				$93
Vacuum Indicator ~VI 132 - LABOR ONLY	1.0	EA	93.20	93				$93

Estimate Detail

Chandler WRF Improvement Project GMP 2

6/21/2021

Description	Quantity		Unit Price	Labor Total	Equip Total	Mat Total	Sub Total	Total
Vacuum Transmittor ~VT 502 - LABOR ONLY	1.0	EA	93.20	93				$93
Vacuum Transmittor ~VT 501 - LABOR ONLY	1.0	EA	93.20	93				$93
Vacuum Transmittor ~VT 402 - LABOR ONLY	1.0	EA	93.20	93				$93
Vacuum Transmittor ~VT 401 - LABOR ONLY	1.0	EA	93.20	93				$93
Vacuum Transmittor ~VT 302 - LABOR ONLY	1.0	EA	93.20	93				$93
Vacuum Transmittor ~VT 301 - LABOR ONLY	1.0	EA	93.20	93				$93
Vacuum Transmittor ~VT 202 - LABOR ONLY	1.0	EA	93.20	93				$93
Vacuum Transmittor ~VT 201 - LABOR ONLY	1.0	EA	93.20	93				$93
Vacuum Transmittor ~VT 102 - LABOR ONLY	1.0	EA	93.20	93				$93
Vacuum Transmittor ~VT 101 - LABOR ONLY	1.0	EA	93.20	93				$93
D 4" CPVC from Filters to Sump Pumps - AWRF								
4 150# Sch 80 CPVC VS PR Flange	25.0	EA	120.86	2,035		987		$3,022
4 316 SST Bolt 1/8" Neo Gskt Kit ~D - SERVICE	25.0	EA	20.25			506		$506
4 CPVC Sch 80 90 Ell	33.0	EA	115.70	2,317		1,501		$3,818
4 CPVC Sch 80 Coupling	15.0	EA	272.43	3,747		340		$4,086
4 CPVC Sch 80 Tee	18.0	EA	148.09	1,879		787		$2,666
4x1' 0" DI FxF Cement Lined/Primer Coat ~TF x TF Wall Pipe with Weep Ring	19.0	EA	440.01	3,046		5,314		$8,360
4 Sch 80 CPVC PE Pipe	275.0	LF	29.84	2,392		5,813		$8,205
D 4" CPVC from Filters to Sump Pumps - AWRF - VLV								
4 Mud Valve Flg Non-Rising ~15.5' Stem Guide - Refer to M-7.04 det 401	5.0	EA	3,350.09	3,728		13,022		$16,750
D 4" CPVC from Sump Pumps to BW Waste Chan - AWRF								
4 150# Sch 80 CPVC VS PR Flange	6.0	EA	120.86	488		237		$725
4 316 SST Bolt 1/8" Neo Gskt Kit ~D - SERVICE	6.0	EA	20.25			122		$122
4 Core & Chip Wall	3.0	EA	135.37			406		$406
4 CPVC Sch 80 90 Ell	12.0	EA	115.70	843		546		$1,388
4 CPVC Sch 80 Coupling	6.0	EA	272.43	1,499		136		$1,635
4 CPVC Sch 80 Tee	6.0	EA	148.09	626		262		$889
4x1' 0" DI FxF Cement Lined/Primer Coat ~TF x TF Wall Pipe with Weep Ring	3.0	EA	440.01	481		839		$1,320
4 Sch 80 CPVC PE Pipe	72.0	LF	29.84	626		1,522		$2,148
Sump Pumps ~4" Pipe Outlet - PMP-SP-3	1.0	EA	12,653.86	1,491		11,163		$12,654
Sump Pumps ~4" Pipe Outlet - PMP-SP-2	1.0	EA	12,653.86	1,491		11,163		$12,654
Sump Pumps ~4" Pipe Outlet	1.0	EA	12,653.86	1,491		11,163		$12,654
D 4" CPVC from Sump Pumps to BW Waste Chan - AWRF - SPT								
4 D-206 'SST Flush Mount Unistrut	9.0	EA	279.91	839		1,680		$2,519
D 4" CPVC from Sump Pumps to BW Waste Chan - AWRF - VLV								
4 CPVC Solvent Weld Check Valve	3.0	EA	1,690.82	419		4,653		$5,072
DEMO AWRF Filters								
8 316 SS Sch 10 BW Cap	2.0	EA	492.46	759		226		$985
30 316 SST Bolt 1/8" Neo Gskt Kit	3.0	EA	649.23			1,948		$1,948
42 316 SST Bolt 1/8" Neo Gskt Kit	1.0	EA	1,427.11			1,427		$1,427
42 Ductile Iron C110 Blind Flange	1.0	EA	5,194.92	863		4,332		$5,195
30 Ductile Iron C110 Blind Flange	3.0	EA	1,861.26	2,036		3,548		$5,584
SW 2" - 4" CPVC from Filters to BW Header - AWRF								
2 150# Sch 80 CPVC VS PR Flange	20.0	EA	47.64	683		269		$953
2 304 SS 150# Socket Weld Flange	20.0	EA	224.62	3,343		1,150		$4,492
3 316 SST Bolt 1/8" Neo Gskt Kit	20.0	EA	12.51			250		$250
2 CPVC Sch 80 90 Ell	27.0	EA	46.34	990		262		$1,251
4 CPVC Sch 80 90 Ell	34.0	EA	115.70	2,387		1,547		$3,934
2 CPVC Sch 80 90 Ell	3.0	EA	46.34	110		29		$139
4 CPVC Sch 80 90 Ell	1.0	EA	115.70	70		45		$116
4 CPVC Sch 80 Coupling	15.0	EA	272.43	3,747		340		$4,086
2 CPVC Sch 80 Coupling	15.0	EA	76.74	1,044		107		$1,151
4x2 CPVC Sch 80 Reducing Tee	10.0	EA	166.48	1,044		621		$1,665
4 CPVC Sch 80 Tee	14.0	EA	148.09	1,461		612		$2,073
2 CPVC Sch 80 Tee	6.0	EA	66.95	324		77		$402
4 CPVC Sch 80 Tee	1.0	EA	148.09	104		44		$148
2 CPVC Sch 80 Tee	9.0	EA	66.95	487		116		$603
2 Sch 40 304 SS Pipe ~Wall Pipe with Weep Ring	10.0	LF	375.88	155		3,604		$3,759
4 Sch 80 CPVC PE Pipe	68.0	LF	29.84	592		1,437		$2,029
2 Sch 80 CPVC PE Pipe	158.0	LF	12.67	785		1,217		$2,002
4 Sch 80 CPVC PE Pipe	20.0	LF	29.84	174		423		$597
2 Sch 80 CPVC PE Pipe	7.0	LF	12.67	35		54		$89
4 Sch 80 CPVC PE Pipe	182.0	LF	29.84	1,583		3,847		$5,430
SW 2" - 4" CPVC from Filters to BW Header - AWRF - SPT								
4 D-206 'SST Flush Mount Unistrut	46.0	EA	279.91	4,287		8,589		$12,876
O - Aeration / Anoxic & MCC Replacement				**197,679**		**439,600**		**$637,279**
Anoxic Basin Mud Valves								
8 316 SST Bolt 1/8" Neo Gskt Kit	8.0	EA	37.23			298		$298
8 Mud Valve Flg Non-Rising ~28.5' Stem Guide - Refer to M-7.04-Det 401	8.0	EA	5,766.69	7,953		38,180		$46,134
DEMO OWRF Aeration Basins								
3 Demo NPW Pipe Supports	234.0	EA	31.07	7,270				$7,270
2 Demo NPW Piping	37.0	LF	18.64	690				$690

Estimate Detail

Chandler WRF Improvement Project GMP 2

6/21/2021

Description	Quantity		Unit Price	Labor Total	Equip Total	Mat Total	Sub Total	Total
3 Demo NPW Piping	1,553.0	LF	4.35	6,754				$6,754
6 Demo NPW Piping	201.0	LF	8.08	1,624				$1,624
8 Demo SST Pipe	200.0	LF	14.29	2,858				$2,858
DEMO OWRF Anoxic Basins								
24 Demo Ductile Iron Piping	24.0	LF	211.45	5,075				$5,075
8 Demo Mud Valve	8.0	EA	664.54	5,316				$5,316
3 Demo PVC Pipe	150.0	LF	5.44	816				$816
1/2 Demo Seal Water Assembly ~SALVAGE AND REINSTALL ASSEMBLY	5.0	EA	362.48	1,812				$1,812
20x4' 6" DI FxF Glass Lined/Primer Coat ~SALVAGE & REINSTALL	5.0	EA	1,362.92	6,815				$6,815
20x3' 0" DI FxF Glass Lined/Primer Coat ~Floor Pipe with Weep Ring	5.0	EA	2,643.30	4,011		9,205		$13,216
20 FxF Glass/Primer 90 Ell ~SALVAGE & REINSTALL	5.0	EA	1,106.46	5,532				$5,532
36 Mag Flow Meter ~DEMO - LABOR ONLY	1.0	EA	2,222.59	2,223				$2,223
IMLR 20" DIGL from Pump to Discharge Channel								
0-160# Pressure Gauge	1.0	EA	93.20	93				$93
1/2 1500 316SS Thd 3pc FP Ball Valve	1.0	EA	526.82	46		481		$527
1/2 25-75# Thd Pressure Red Valve	1.0	EA	96.31	96				$96
4.5' x 4.5' SST Panel	1.0	EA	1,432.46	621		811		$1,432
1/2 600 Swt Ball Valve	4.0	EA	64.55	102		156		$258
1/2 LF 125# Thd Brz RS Globe Valve	2.0	EA	153.21	76		231		$306
1/2 LF 250# Swt Y Strainer Tap wPlug	1.0	EA	134.37	52		83		$134
36 Mag Flow Meter ~FIT 115/FE 115 - LABOR ONLY	1.0	EA	2,285.87	2,286				$2,286
Pressure Switch	1.0	EA	167.76	168				$168
1/2 Rotometer	1.0	EA	93.20	93				$93
1 Solenoid Valve	1.0	EA	1,174.07	62		1,112		$1,174
20 SST Strap for Concrete Saddle	1.0	EA	468.83	124		345		$469
1/2 Thd Braid SS Flex Connect	2.0	EA	132.16	58		206		$264
1/2 Type L Hard Copper Tube	20.0	LF	6.99	75		65		$140
1/2 Wrot Copper 90 Ell	14.0	EA	25.84	348		14		$362
1/2 Wrot Copper Female Adapter	5.0	EA	34.94	158		16		$175
1/2 Wrot Copper Tee	3.0	EA	37.08	106		5		$111
1/2 Wrot Copper Union	4.0	EA	45.94	142		42		$184
1/2 2000 316SS Thd Ball Valve	1.0	EA	168.10	46		122		$168
1x1/2 316 SS 150# Thd Hex Bushing	1.0	EA	27.83	21		7		$28
1/2x2 316 SS Sch 40 Nipple TxT	2.0	EA	6.74	6		7		$13
20 316 SST Bolt 1/8" Neo Gskt Kit ~RAS - SERVICE	3.0	EA	290.66			872		$872
20x3' 6" DI FxF Glass Lined/Primer Coat ~1" TAP for Instrumentation	1.0	EA	3,677.46	862		2,816		$3,677
20x1' 0" DI FxF Glass Lined/Primer Coat ~Floor Pipe PE x FL with Weep Ring	1.0	EA	2,413.08	680		1,733		$2,413
20 FxF Glass/Primer 90 Ell	1.0	EA	5,956.80	759		5,198		$5,957
Pressure Gauge ~PI 006 - LABOR ONLY	1.0	EA	93.20	93				$93
NPW 4" - 6" DICM from Yard to Aeration Basins								
1 316 SS 150# Socket Weld 45 Ell	8.0	EA	116.59	820		113		$933
1 316 SS 150# Socket Weld 90 Ell	4.0	EA	115.58	410		52		$462
2 316 SS 150# Socket Weld Flange	4.0	EA	246.48	669		317		$986
2x1 316 SS 150# Thd Conc Reducer	4.0	EA	107.26	291		138		$429
1/4 316 SS 150# Thd Coupling	312.0	EA	39.82	11,631		791		$12,423
1/2x1/4 316 SS 150# Thd Hex Bushing	312.0	EA	18.99	4,846		1,079		$5,926
1/4x2 316 SS Sch 40 Nipple TxT	312.0	EA	5.38	969		711		$1,680
2 316 SST Bolt & Isolation Kit ~NPW - SERVICE	8.0	EA	54.80			438		$438
3 316 SST Bolt 1/8" Neo Gskt Kit ~NPW - SERVICE	240.0	EA	12.51			3,002		$3,002
6 316 SST Bolt 1/8" Neo Gskt Kit ~NPW - SERVICE	45.0	EA	32.47			1,461		$1,461
1/4 Aeration Basin Spray Nozzles ~Spec 15120 2.1J	312.0	EA	257.82	11,631		68,807		$80,438
4x17' 6" DI FxF Cement Lined/Primer Coat ~1/2" Tap every 4' 8" O.C.	3.0	EA	1,352.97	1,180		2,879		$4,059
4x5' 6" DI FxF Cement Lined/Primer Coat ~1/2" Tap every 4' 8" O.C.	1.0	EA	633.60	235		398		$634
4x17' 6" DI FxF Cement Lined/Primer Coat ~1/2" Tap every 4' 8" O.C.	4.0	EA	1,352.97	1,573		3,839		$5,412
4x9' 0" DI FxF Cement Lined/Primer Coat ~1/2" Tap every 4' 8" O.C.	1.0	EA	858.34	293		566		$858
4x6' 0" DI FxF Cement Lined/Primer Coat ~1/2" Tap every 4' 8" O.C.	1.0	EA	665.62	244		422		$666
4x17' 6" DI FxF Cement Lined/Primer Coat ~1/2" Tap every 4' 8" O.C.	4.0	EA	1,352.97	1,573		3,839		$5,412
4x16' 6" DI FxF Cement Lined/Primer Coat ~1/2" Tap every 4' 8" O.C.	1.0	EA	1,311.24	386		925		$1,311
4x8' 0" DI FxF Cement Lined/Primer Coat ~1/2" Tap every 4' 8" O.C.	1.0	EA	791.19	273		518		$791
4x9' 0" DI FxF Cement Lined/Primer Coat	5.0	EA	794.08	1,463		2,507		$3,970
4x4' 0" DI FxF Cement Lined/Primer Coat	2.0	EA	472.06	420		524		$944
4x9' 0" DI FxF Cement Lined/Primer Coat	1.0	EA	794.09	293		501		$794
4x4' 0" DI FxF Cement Lined/Primer Coat	4.0	EA	472.06	840		1,048		$1,888
6x17' 6" DI FxF Cement Lined/Primer Coat	6.0	EA	1,320.78	2,915		5,009		$7,925
6x4' 0" DI FxF Cement Lined/Primer Coat	1.0	EA	577.03	272		306		$577
6x6' 6" DI FxF Cement Lined/Primer Coat	1.0	EA	739.68	336		404		$740

Estimate Detail

Chandler WRF Improvement Project GMP 2

6/21/2021

Description	Quantity		Unit Price	Labor Total	Equip Total	Mat Total	Sub Total	Total
6x17' 6" DI FxF Cement Lined/Primer Coat	3.0	EA	1,320.78	1,458		2,505		$3,962
6x7' 0" DI FxF Cement Lined/Primer Coat	1.0	EA	771.71	349		423		$772
6x8' 0" DI FxF Cement Lined/Primer Coat	1.0	EA	837.02	375		462		$837
6x10' 6" DI FxF Cement Lined/Primer Coat	1.0	EA	965.50	405		560		$966
6x2' 6" DI FxF Cement Lined/Primer Coat	2.0	EA	479.68	466		493		$959
6x2' 0" DI FxF Cement Lined/Primer Coat	1.0	EA	447.03	220		227		$447
6x7' 6" DI FxF Cement Lined/Primer Coat	1.0	EA	804.37	362		443		$804
6x11' 6" DI FxF Cement Lined/Primer Coat	1.0	EA	1,016.52	417		600		$1,017
6x1' 6" DI FxF Cement Lined/Primer Coat	1.0	EA	414.37	207		207		$414
4x17' 6" DI FxF Cement Lined/Primer Coat ~1/2" Tap every 4' 8" O.C.	13.0	EA	1,352.97	5,113		12,476		$17,589
4x5' 6" DI FxF Cement Lined/Primer Coat ~1/2" Tap every 4' 8" O.C.	2.0	EA	633.59	471		796		$1,267
4x17' 6" DI FxF Cement Lined/Primer Coat ~1/2" Tap every 4' 8" O.C.	1.0	EA	1,352.97	393		960		$1,353
4x9' 0" DI FxF Cement Lined/Primer Coat ~1/2" Tap every 4' 8" O.C.	1.0	EA	858.34	293		566		$858
4x6' 6" DI FxF Cement Lined/Primer Coat ~1/2" Tap every 4' 8" O.C.	1.0	EA	697.63	252		446		$698
4x17' 6" DI FxF Cement Lined/Primer Coat ~1/2" Tap every 4' 8" O.C.	8.0	EA	1,352.97	3,146		7,677		$10,824
4x16' 6" DI FxF Cement Lined/Primer Coat ~1/2" Tap every 4' 8" O.C.	2.0	EA	1,311.24	773		1,850		$2,622
4x8' 6" DI FxF Cement Lined/Primer Coat ~1/2" Tap every 4' 8" O.C.	1.0	EA	826.31	285		542		$826
4x9' 0" DI FxF Cement Lined/Primer Coat ~1/2" Tap every 4' 8" O.C.	1.0	EA	858.34	293		566		$858
4x9' 0" DI FxF Cement Lined/Primer Coat	1.0	EA	794.09	293		501		$794
4x6' 6" DI FxF Cement Lined/Primer Coat ~1/2" Tap every 4' 8" O.C.	1.0	EA	697.63	252		446		$698
4x8' 6" DI FxF Cement Lined/Primer Coat ~1/2" Tap every 4' 8" O.C.	1.0	EA	826.32	285		542		$826
4x9' 0" DI FxF Cement Lined/Primer Coat	2.0	EA	794.09	585		1,003		$1,588
4x17' 6" DI FxF Cement Lined/Primer Coat ~1/2" Tap every 4' 8" O.C.	7.0	EA	1,352.97	2,753		6,718		$9,471
4x5' 6" DI FxF Cement Lined/Primer Coat ~1/2" Tap every 4' 8" O.C.	1.0	EA	633.59	235		398		$634
4x9' 0" DI FxF Cement Lined/Primer Coat ~1/2" Tap every 4' 8" O.C.	1.0	EA	858.34	293		566		$858
4x6' 6" DI FxF Cement Lined/Primer Coat ~1/2" Tap every 4' 8" O.C.	1.0	EA	697.63	252		446		$698
4x17' 6" DI FxF Cement Lined/Primer Coat ~1/2" Tap every 4' 8" O.C.	8.0	EA	1,352.97	3,146		7,677		$10,824
4x16' 6" DI FxF Cement Lined/Primer Coat ~1/2" Tap every 4' 8" O.C.	2.0	EA	1,311.24	773		1,850		$2,622
4x8' 6" DI FxF Cement Lined/Primer Coat ~1/2" Tap every 4' 8" O.C.	1.0	EA	826.32	285		542		$826
4x5' 6" DI FxF Cement Lined/Primer Coat ~1/2" Tap every 4' 8" O.C.	1.0	EA	633.59	235		398		$634
4x17' 6" DI FxF Cement Lined/Primer Coat ~1/2" Tap every 4' 8" O.C.	8.0	EA	1,352.97	3,146		7,677		$10,824
4x9' 0" DI FxF Cement Lined/Primer Coat ~1/2" Tap every 4' 8" O.C.	1.0	EA	858.34	293		566		$858
4x6' 6" DI FxF Cement Lined/Primer Coat ~1/2" Tap every 4' 8" O.C.	1.0	EA	697.63	252		446		$698
4x17' 6" DI FxF Cement Lined/Primer Coat ~1/2" Tap every 4' 8" O.C.	4.0	EA	1,352.97	1,573		3,839		$5,412
4x8' 6" DI FxF Cement Lined/Primer Coat ~1/2" Tap every 4' 8" O.C.	1.0	EA	826.32	285		542		$826
4x9' 0" DI FxF Cement Lined/Primer Coat	1.0	EA	794.09	293		501		$794
4x5' 6" DI FxF Cement Lined/Primer Coat ~1/2" Tap every 4' 8" O.C.	1.0	EA	633.59	235		398		$634
4x17' 6" DI FxF Cement Lined/Primer Coat ~1/2" Tap every 4' 8" O.C.	3.0	EA	1,352.97	1,180		2,879		$4,059
4x9' 0" DI FxF Cement Lined/Primer Coat ~1/2" Tap every 4' 8" O.C.	1.0	EA	858.34	293		566		$858
4x6' 6" DI FxF Cement Lined/Primer Coat ~1/2" Tap every 4' 8" O.C.	1.0	EA	697.63	252		446		$698
4x16' 6" DI FxF Cement Lined/Primer Coat ~1/2" Tap every 4' 8" O.C.	1.0	EA	1,311.24	386		925		$1,311
4x17' 6" DI FxF Cement Lined/Primer Coat ~1/2" Tap every 4' 8" O.C.	3.0	EA	1,352.97	1,180		2,879		$4,059
4x8' 6" DI FxF Cement Lined/Primer Coat ~1/2" Tap every 4' 8" O.C.	1.0	EA	826.32	285		542		$826
4x9' 0" DI FxF Cement Lined/Primer Coat	1.0	EA	794.09	293		501		$794
6 FxF Cement/Primer 45 Ell	1.0	EA	273.45	175		99		$273
4 FxF Cement/Primer 45 Ell	48.0	EA	207.94	6,531		3,449		$9,981
4 FxF Cement/Primer 90 Ell	26.0	EA	216.63	3,764		1,868		$5,632
6 FxF Cement/Primer 90 Ell	5.0	EA	290.20	895		556		$1,451
4 FxF Cement/Primer 90 Ell	9.0	EA	216.63	1,303		647		$1,950
6x4 FxF Cement/Primer Conc Red	6.0	EA	217.65	846		460		$1,306
6 FxF Cement/Primer Cross	3.0	EA	567.36	1,035		668		$1,702

Estimate Detail

Chandler WRF Improvement Project GMP 2

6/21/2021

Description	Quantity		Unit Price	Labor Total	Equip Total	Mat Total	Sub Total	Total
4x2 FxF Cement/Primer Red Tee	4.0	EA	274.65	696		403		$1,099
4 FxF Cement/Primer Tee	10.0	EA	332.49	2,131		1,194		$3,325
6 FxF Cement/Primer Tee	1.0	EA	427.12	264		163		$427
4 FxF Cement/Primer Tee	1.0	EA	332.49	213		119		$332
1 Hose Bib	4.0	EA	618.28	224		2,249		$2,473
1 Sch 40 316 SS Pipe	16.0	LF	23.94	149		234		$383
1 Stainless Steel Quick Disconnect	4.0	EA	235.63	124		818		$943
NPW 4" - 6" DICM from Yard to Aeration Basins - SPT								
6 D-205 '4' SST Adjustable Pipe Su	1.0	EA	1,264.01	155		1,109		$1,264
6 D-206 'SST Flush Mount Unistrut	7.0	EA	326.58	870		1,416		$2,286
4 Structural Support ~Detail 2 - S-3.09	138.0	EA	1,078.39	11,575		137,242		$148,817
NPW 3" - 6" DICM from Yard to Aeration Basins - VLV								
6 250# Flanged Gate Valve	1.0	EA	1,274.45	480		794		$1,274
3 250# Flanged Gate Valve	6.0	EA	762.21	1,346		3,227		$4,573
NPW/SHY/CAR 1" - 2.5" CPVC from Yard to IMLR Pumps								
2-1/2 150# Sch 80 CPVC VS PR Flange	2.0	EA	65.19	75		56		$130
2 150# Sch 80 CPVC VS PR Flange	4.0	EA	47.64	137		54		$191
1-1/2 150# Sch 80 CPVC VS PR Flange	4.0	EA	42.82	127		45		$171
1 150# Sch 80 CPVC VS PR Flange	4.0	EA	38.03	119		33		$152
1/2 2000 316SS Thd Ball Valve	1.0	EA	168.10	46		122		$168
1-1/2x1/2 316 SS 150# Thd Hex Bushing	1.0	EA	37.45	21		17		$37
1/2x2 316 SS Sch 40 Nipple TxT	2.0	EA	6.74	6		7		$13
1 316 SST Bolt 1/8" Neo Gskt Kit	3.0	EA	7.74			23		$23
1-1/2 316 SST Bolt 1/8" Neo Gskt Kit	3.0	EA	8.64			26		$26
2 316 SST Bolt 1/8" Neo Gskt Kit	3.0	EA	11.32			34		$34
2-1/2 316 SST Bolt 1/8" Neo Gskt Kit	3.0	EA	12.22			37		$37
2-1/2 316 SST Bolt 1/8" Neo Gskt Kit ~NPW - SERVICE	2.0	EA	12.22			24		$24
1-1/2 CPVC Sch 40 Coupling	13.0	EA	37.84	412		80		$492
1-1/2 CPVC Sch 40 Coupling	10.0	EA	37.84	317		62		$378
2 CPVC Sch 80 45 Ell	10.0	EA	47.08	367		104		$471
1 CPVC Sch 80 45 Ell	10.0	EA	31.95	273		46		$319
1-1/2 CPVC Sch 80 45 Ell	17.0	EA	42.23	560		158		$718
2 CPVC Sch 80 90 Ell	10.0	EA	46.34	367		97		$463
1 CPVC Sch 80 90 Ell	16.0	EA	30.67	437		53		$491
1-1/2 CPVC Sch 80 90 Ell	31.0	EA	40.95	1,021		249		$1,269
2 CPVC Sch 80 90 Ell	2.0	EA	46.34	73		19		$93
1-1/2 CPVC Sch 80 Cap	2.0	EA	24.22	34		15		$48
1 CPVC Sch 80 Cap	2.0	EA	21.72	30		14		$43
2 CPVC Sch 80 Cap	2.0	EA	27.11	39		16		$54
2 CPVC Sch 80 Coupling	4.0	EA	76.74	278		29		$307
1 CPVC Sch 80 Coupling	7.0	EA	55.45	365		23		$388
2 CPVC Sch 80 Coupling	12.0	EA	76.74	835		86		$921
1 CPVC Sch 80 Coupling	11.0	EA	55.45	574		36		$610
2-1/2x2 CPVC Sch 80 Reducer Coupling	2.0	EA	66.24	88		44		$132
2x1 CPVC Sch 80 Reducer Coupling	1.0	EA	55.46	36		19		$55
2x1-1/2 CPVC Sch 80 Reducer Coupling	1.0	EA	55.46	36		19		$55
2 CPVC Sch 80 Tee	6.0	EA	66.95	324		77		$402
1 CPVC Sch 80 Tee	12.0	EA	44.56	477		58		$535
1-1/2 CPVC Sch 80 Tee	14.0	EA	58.19	652		162		$815
2 CPVC Solvent Weld Check Valve	2.0	EA	322.11	96		549		$644
2 CPVC True Union Solv Weld Ball	1.0	EA	249.18	48		201		$249
1 CPVC True Union Solv Weld Ball	1.0	EA	119.23	30		89		$119
1-1/2 CPVC True Union Solv Weld Ball	2.0	EA	188.53	83		294		$377
1-1/2 D-206 'SST Flush Mount Unistrut	39.0	EA	214.98	2,423		5,961		$8,384
2 D-206 'SST Flush Mount Unistrut	19.0	EA	220.06	1,181		3,001		$4,181
1 D-206 'SST Flush Mount Unistrut	20.0	EA	195.23	932		2,973		$3,905
2-1/2 Flanged Backflow Preventer	1.0	EA	2,881.35	247		2,635		$2,881
2 Hose Bib	2.0	EA	630.71	137		1,125		$1,261
1-1/2 Hose Bib	2.0	EA	618.28	112		1,125		$1,237
Pressure Gauge	1.0	EA	93.20	93				$93
1 PVC True Union Solv Weld Ball	1.0	EA	88.02	30		58		$88
1-1/2 Sch 80 CPVC PE Pipe	26.0	LF	10.52	129		144		$274
2 Sch 80 CPVC PE Pipe	123.0	LF	12.67	611		947		$1,559
2-1/2 Sch 80 CPVC PE Pipe	3.0	LF	17.26	17		35		$52
1 Sch 80 CPVC PE Pipe	200.0	LF	7.01	746		656		$1,401
1-1/2 Sch 80 CPVC PE Pipe	370.0	LF	10.52	1,839		2,053		$3,892
2 Sch 80 CPVC PE Pipe	59.0	LF	12.67	293		454		$748
RAS 24" DIGL from Anox Basin to Clarifiers								
24 316 SST Bolt 1/8" Neo Gskt Kit ~RAS - SERVICE	2.0	EA	441.95			884		$884
24x14' 6" DI FxF Glass Lined/Primer Coat ~CONCRETE ENCASED	1.0	EA	8,490.88	1,209		7,281		$8,491
24x1' 0" DI FxF Glass Lined/Primer Coat ~TF x TF Wall Pipe with Weep Ring	1.0	EA	3,802.70	739		3,063		$3,803
24 FCA Rest CI Adpt x 125# Flg	1.0	EA	3,114.22	790		2,324		$3,114
24 FxF Glass/Primer 90 Ell	1.0	EA	7,797.61	898		6,900		$7,798
O - Clarifiers				**12,819**		**12,124**		**$24,942**
DEMO OWRF Clarifiers 1 & 2								
6 Core & Chip Wall ~24" Wall	2.0	EA	379.03			758		$758

Estimate Detail

Chandler WRF Improvement Project GMP 2

6/21/2021

Description	Quantity		Unit Price	Labor Total	Equip Total	Mat Total	Sub Total	Total
30 Core & Chip Wall ~24" Wall	2.0	EA	3,032.26			6,065		$6,065
6 Demo Ductile Iron Piping	50.0	LF	67.66	3,383				$3,383
30 Demo Ductile Iron Piping	20.0	LF	338.31	6,766				$6,766
SCUM 6" DIGL from Clarifiers 1 & 2 to PS								
6 316 SST Bolt & Isolation Kit ~SCUM - SERVICE	4.0	EA	142.95			572		$572
6 316 SST Bolt 1/8" Neo Gskt Kit ~SCUM - SERVICE	10.0	EA	32.47			325		$325
6x2' 0" DI FxF Glass Lined/Primer Coat	2.0	EA	564.10	440		688		$1,128
6x4' 6" DI FxF Glass Lined/Primer Coat	2.0	EA	793.44	569		1,018		$1,587
6x1' 6" DI FxF Glass Lined/Primer Coat ~MJ x TF Wall Pipe With Weep Ring	2.0	EA	677.69	414		942		$1,355
6x2' 6" DI FxF Glass Lined/Primer Coat	2.0	EA	610.09	466		754		$1,220
6 Ductile C110 MJ DP Short Sleeve	2.0	EA	254.66	423		87		$509
6 FxF Glass/Primer 90 Ell	2.0	EA	636.86	358		916		$1,274
O - Effluent Storage Reservoir				**4,386**		**7,211**		**$11,597**
DEMO OWRF Effluent Storage Reservoir								
24 316 SST Bolt 1/8" Neo Gskt Kit	2.0	EA	441.95			884		$884
24 Demo Valve & Coupling ~Butterfly and Stem	2.0	EA	1,691.56	3,383				$3,383
24 Ductile Iron C110 Blind Flange	2.0	EA	3,665.05	1,003		6,327		$7,330
O - Filters				**99,782**		**179,770**		**$279,553**
BSHY 1" CPVC from Hypo Facility to Filters - OWRF								
1 CPVC Sch 80 45 Ell	10.0	EA	31.95	273		46		$319
1 CPVC Sch 80 90 Ell	14.0	EA	30.67	383		47		$429
1 CPVC Sch 80 Cap	4.0	EA	21.72	60		27		$87
1 CPVC Sch 80 Coupling	29.0	EA	55.45	1,514		95		$1,608
1 CPVC Sch 80 Tee	14.0	EA	44.56	557		67		$624
1 CPVC True Union Solv Weld Ball	4.0	EA	119.23	122		355		$477
1 D-204 'SST Pipe Hanger	13.0	EA	135.17	808		949		$1,757
1 Sch 80 CPVC PE Pipe	323.0	LF	7.01	1,204		1,059		$2,263
BW 2" - 3" CPVC from BW Pumps to Filt/Sewer - OWRF								
2 150# Sch 80 CPVC VS PR Flange	8.0	EA	47.64	273		108		$381
3 150# Sch 80 CPVC VS PR Flange	14.0	EA	67.75	539		409		$948
2 150# Sch 80 CPVC VS PR Flange	2.0	EA	47.64	68		27		$95
3 150# Sch 80 CPVC VS PR Flange	7.0	EA	67.75	270		205		$474
2 150# Sch 80 CPVC VS PR Flange	2.0	EA	47.64	68		27		$95
3 150# Sch 80 CPVC VS PR Flange	1.0	EA	67.75	39		29		$68
2 150# Sch 80 CPVC VS PR Flange	6.0	EA	47.64	205		81		$286
3 150# Sch 80 CPVC VS PR Flange	2.0	EA	67.75	77		58		$135
2 150# Sch 80 CPVC VS PR Flange	1.0	EA	47.64	34		13		$48
3 150# Sch 80 CPVC VS PR Flange	1.0	EA	67.75	39		29		$68
2 150# Sch 80 CPVC VS PR Flange	1.0	EA	47.64	34		13		$48
3 150# Sch 80 CPVC VS PR Flange	5.0	EA	67.75	193		146		$339
3 250# Flanged Gate Valve	10.0	EA	762.21	2,243		5,379		$7,622
1x1/2 304 SS 150# Thd Conc Reducer	10.0	EA	55.21	472		80		$552
2x1 304 SS 150# Thd Hex Bushing	10.0	EA	54.51	336		210		$545
1/2x3 316 SS Sch 40 Nipple TxT	10.0	EA	8.27	31		52		$83
1x3 316 SS Sch 40 Nipple TxT	20.0	EA	10.92	62		156		$218
2 316 SST Bolt 1/8" Neo Gskt Kit ~BWW - SERVICE	4.0	EA	11.32			45		$45
2 316 SST Bolt 1/8" Neo Gskt Kit ~BW - SERVICE	4.0	EA	11.32			45		$45
2 316 SST Bolt 1/8" Neo Gskt Kit ~BWW - SERVICE	4.0	EA	11.32			45		$45
2 316 SST Bolt 1/8" Neo Gskt Kit ~BW - SERVICE	4.0	EA	11.32			45		$45
2 316 SST Bolt 1/8" Neo Gskt Kit ~BWW - SERVICE	4.0	EA	11.32			45		$45
2 316 SST Bolt 1/8" Neo Gskt Kit ~BW - SERVICE	4.0	EA	11.32			45		$45
2 316 SST Bolt 1/8" Neo Gskt Kit ~BWW - SERVICE	4.0	EA	11.32			45		$45
2 316 SST Bolt 1/8" Neo Gskt Kit ~BW - SERVICE	4.0	EA	11.32			45		$45
2 316 SST Bolt 1/8" Neo Gskt Kit ~BWW - SERVICE	4.0	EA	11.32			45		$45
2 316 SST Bolt 1/8" Neo Gskt Kit ~BW - SERVICE	4.0	EA	11.32			45		$45
3 316 SST Bolt 1/8" Neo Gskt Kit ~BWW - SERVICE	4.0	EA	12.51			50		$50
3 316 SST Bolt 1/8" Neo Gskt Kit ~BW - SERVICE	4.0	EA	12.51			50		$50
3 316 SST Bolt 1/8" Neo Gskt Kit ~BWW - SERVICE	4.0	EA	12.51			50		$50
3 316 SST Bolt 1/8" Neo Gskt Kit ~BW - SERVICE	4.0	EA	12.51			50		$50
3 316 SST Bolt 1/8" Neo Gskt Kit ~BWW - SERVICE	4.0	EA	12.51			50		$50
3 316 SST Bolt 1/8" Neo Gskt Kit ~BW - SERVICE	4.0	EA	12.51			50		$50
3 316 SST Bolt 1/8" Neo Gskt Kit ~BWW - SERVICE	4.0	EA	12.51			50		$50
3 316 SST Bolt 1/8" Neo Gskt Kit ~BW - SERVICE	4.0	EA	12.51			50		$50
3 316 SST Bolt 1/8" Neo Gskt Kit ~BWW - SERVICE	4.0	EA	12.51			50		$50
3 316 SST Bolt 1/8" Neo Gskt Kit ~BW - SERVICE	4.0	EA	12.51			50		$50
3 4' SST Adjustable Pipe Support	20.0	EA	967.19	2,485		16,858		$19,344
3 CPVC Sch 80 45 Ell	35.0	EA	80.19	1,848		958		$2,807
3 CPVC Sch 80 90 Ell	45.0	EA	78.07	2,377		1,137		$3,513
3 CPVC Sch 80 Coupling	29.0	EA	170.75	4,451		501		$4,952
3x2 CPVC Sch 80 Reducer Coupling	10.0	EA	96.89	522		447		$969
3x2 CPVC Sch 80 Reducing Tee	10.0	EA	127.42	783		491		$1,274
3 CPVC Sch 80 Tee	35.0	EA	111.13	2,740		1,149		$3,890
3 CPVC True Union Solv Weld Ball	10.0	EA	667.49	901		5,774		$6,675
2 Flanged Expansion Joint ~CPVC BW System	10.0	EA	755.30	1,597		5,956		$7,553
Pressure Gauge ~PI 443 - LABOR ONLY	1.0	EA	93.20	93				$93
Pressure Gauge ~PI 433 - LABOR ONLY	1.0	EA	93.20	93				$93
Pressure Gauge ~PI 143 - LABOR ONLY	1.0	EA	93.20	93				$93

Estimate Detail

Chandler WRF Improvement Project GMP 2

6/21/2021

Description	Quantity		Unit Price	Labor Total	Equip Total	Mat Total	Sub Total	Total
Pressure Gauge ~PI 133 - LABOR ONLY	1.0	EA	93.20	93				$93
Pressure Gauge ~PI 343 - LABOR ONLY	1.0	EA	93.20	93				$93
Pressure Gauge ~PI 333 - LABOR ONLY	1.0	EA	93.20	93				$93
Pressure Gauge ~PI 243 - LABOR ONLY	2.0	EA	93.20	186				$186
Pressure Gauge ~PI 143 - LABOR ONLY	1.0	EA	93.20	93				$93
Pressure Gauge ~PI 133 - LABOR ONLY	1.0	EA	93.20	93				$93
2 Sch 40 304 SS Pipe ~Wall Pipe with Weep Ring	1.0	EA	475.53	16		460		$476
3 Sch 40 304 SS Pipe ~Wall Pipe with Weep Ring	5.0	EA	551.75	109		2,650		$2,759
2 Sch 40 304 SS Pipe ~Wall Pipe with Weep Ring	4.0	EA	475.53	62		1,840		$1,902
3 Sch 40 304 SS Pipe ~Wall Pipe with Weep Ring	3.0	EA	551.75	65		1,590		$1,655
2 Sch 40 304 SS Pipe ~Wall Pipe with Weep Ring	3.0	EA	475.53	47		1,380		$1,427
3 Sch 40 304 SS Pipe ~Wall Pipe with Weep Ring	2.0	EA	551.75	43		1,060		$1,103
2 Sch 40 304 SS Pipe ~Wall Pipe with Weep Ring	2.0	EA	475.53	31		920		$951
2 Sch 80 CPVC PE Pipe	3.0	LF	12.67	15		23		$38
3 Sch 80 CPVC PE Pipe	160.0	LF	21.31	1,094		2,316		$3,410
2 Sch 80 CPVC PE Pipe	4.0	LF	12.67	20		31		$51
3 Sch 80 CPVC PE Pipe	50.0	LF	21.31	342		724		$1,066
2 Sch 80 CPVC PE Pipe	1.0	LF	12.67	5		8		$13
3 Sch 80 CPVC PE Pipe	25.0	LF	21.31	171		362		$533
2 Sch 80 CPVC PE Pipe	2.0	LF	12.67	10		15		$25
3 Sch 80 CPVC PE Pipe	25.0	LF	21.31	171		362		$533
1 2000 316SS Thd Ball Valve	10.0	EA	146.11	541		921		$1,461
BW 2" - 3" CPVC from Filters to BW Pumps - OWRF								
2 150# Sch 80 CPVC VS PR Flange	56.0	EA	47.64	1,914		754		$2,668
3 2' SST Adjustable Pipe Support	12.0	EA	1,082.66	1,491		11,501		$12,992
1 304 SS 150# Thd Cap	8.0	EA	39.85	263		55		$319
1x1/2 304 SS 150# Thd Conc Reducer	16.0	EA	55.21	756		128		$883
2x1 304 SS 150# Thd Hex Bushing	16.0	EA	54.51	537		335		$872
1 304 SS 150# Thd Tee	8.0	EA	116.30	741		190		$930
1/2x3 316 SS Sch 40 Nipple TxT	16.0	EA	8.27	50		83		$132
1x3 316 SS Sch 40 Nipple TxT	56.0	EA	10.92	174		437		$611
2 316 SST Bolt 1/8" Neo Gskt Kit ~BWW - SERVICE	112.0	EA	11.32			1,267		$1,267
2 CPVC Sch 80 45 Ell	9.0	EA	47.08	330		94		$424
3 CPVC Sch 80 45 Ell	12.0	EA	80.19	634		329		$962
2 CPVC Sch 80 45 Ell	3.0	EA	47.08	110		31		$141
2 CPVC Sch 80 90 Ell	21.0	EA	46.34	770		203		$973
3 CPVC Sch 80 90 Ell	16.0	EA	78.07	845		404		$1,249
2 CPVC Sch 80 90 Ell	7.0	EA	46.34	257		68		$324
2 CPVC Sch 80 Cap	8.0	EA	27.11	154		63		$217
2 CPVC Sch 80 Coupling	4.0	EA	76.74	278		29		$307
3 CPVC Sch 80 Coupling	16.0	EA	170.75	2,455		277		$2,732
2 CPVC Sch 80 Coupling	12.0	EA	76.74	835		86		$921
3x2 CPVC Sch 80 Reducer Coupling	16.0	EA	96.89	835		715		$1,550
3x2 CPVC Sch 80 Reducing Tee	16.0	EA	127.42	1,253		786		$2,039
2 CPVC Sch 80 Tee	34.0	EA	66.95	1,838		438		$2,276
3 CPVC Sch 80 Tee	7.0	EA	111.13	548		230		$778
2 CPVC Sch 80 Tee	26.0	EA	66.95	1,405		335		$1,741
3 CPVC Sch 80 Tee	9.0	EA	111.13	705		296		$1,000
2 D-307 'SST Extended Mount Unistr	24.0	EA	290.84	1,491		5,489		$6,980
2 Flanged Expansion Joint ~CPVC BW System	8.0	EA	755.30	1,277		4,765		$6,042
2 Sch 40 304 SS Pipe ~Wall Pipe with Weep Ring	48.0	EA	475.53	746		22,080		$22,826
2 Sch 80 CPVC PE Pipe	43.0	LF	12.67	214		331		$545
3 Sch 80 CPVC PE Pipe	4.0	LF	21.31	27		58		$85
2 Sch 80 CPVC PE Pipe	67.0	LF	12.67	333		516		$849
3 Sch 80 CPVC PE Pipe	62.0	LF	21.31	424		898		$1,321
2 Sch 80 CPVC PE Pipe	65.0	LF	12.67	323		501		$824
3 Sch 80 CPVC PE Pipe	22.0	LF	21.31	150		319		$469
2 Sch 80 CPVC PE Pipe	85.0	LF	12.67	423		655		$1,077
1 2000 316SS Thd Ball Valve	24.0	EA	139.11	1,297		2,041		$3,339
Vacuum Indicator ~VI 442 - LABOR ONLY	1.0	EA	93.20	93				$93
Vacuum Indicator ~VI 432 - LABOR ONLY	1.0	EA	93.20	93				$93
Vacuum Indicator ~VI 342 - LABOR ONLY	1.0	EA	93.20	93				$93
Vacuum Indicator ~VI 332 - LABOR ONLY	1.0	EA	93.20	93				$93
Vacuum Indicator ~VI 242 - LABOR ONLY	1.0	EA	93.20	93				$93
Vacuum Indicator ~VI 232 - LABOR ONLY	1.0	EA	93.20	93				$93
Vacuum Indicator ~VI 142 - LABOR ONLY	1.0	EA	93.20	93				$93
Vacuum Indicator ~VI 132 - LABOR ONLY	1.0	EA	93.20	93				$93
Vacuum Transmittor ~VT 441 - LABOR ONLY	1.0	EA	93.20	93				$93
Vacuum Transmittor ~VT 431 - LABOR ONLY	1.0	EA	93.20	93				$93
Vacuum Transmittor ~VT 341 - LABOR ONLY	1.0	EA	93.20	93				$93
Vacuum Transmittor ~VT 331 - LABOR ONLY	1.0	EA	93.20	93				$93
Vacuum Transmittor ~VT 241 - LABOR ONLY	1.0	EA	93.20	93				$93
Vacuum Transmittor ~VT 231 - LABOR ONLY	1.0	EA	93.20	93				$93
Vacuum Transmittor ~VT 141 - LABOR ONLY	1.0	EA	93.20	93				$93
Vacuum Transmittor ~VT 131 - LABOR ONLY	1.0	EA	93.20	93				$93
D 4" CPVC from Filters to Sump Pumps - OWRF								
4 150# Sch 80 CPVC VS PR Flange	22.0	EA	120.86	1,791		868		$2,659
4 316 SST Bolt 1/8" Neo Gskt Kit ~D - SERVICE	14.0	EA	20.25			284		$284

Estimate Detail

Chandler WRF Improvement Project GMP 2

6/21/2021

Description	Quantity		Unit Price	Labor Total	Equip Total	Mat Total	Sub Total	Total
4 CPVC Sch 80 45 Ell	10.0	EA	107.79	702		376		$1,078
4 CPVC Sch 80 90 Ell	16.0	EA	115.70	1,123		728		$1,851
4 CPVC Sch 80 Coupling	10.0	EA	272.43	2,498		227		$2,724
4 CPVC Sch 80 Tee	10.0	EA	148.09	1,044		437		$1,481
4x1' 0" DI FxF Cement Lined/Primer Coat ~TF x TF Wall Pipe With Weep Ring	11.0	EA	440.01	1,763		3,077		$4,840
4 Sch 80 CPVC PE Pipe	121.0	LF	29.84	1,053		2,558		$3,610
D 4" CPVC from Filters to Sump Pumps - OWRF - VLV								
4 Mud Valve Flg Non-Rising ~12.5' Stem Guide - Ref to M-7.04 401	4.0	EA	3,300.28	2,982		10,219		$13,201
D 4" CPVC from Sump Pumps to Sewer - OWRF								
4 150# Sch 80 CPVC VS PR Flange	12.0	EA	120.86	977		474		$1,450
4 316 SST Bolt 1/8" Neo Gskt Kit ~D - SERVICE	12.0	EA	20.25			243		$243
4 CPVC Sch 80 45 Ell	6.0	EA	107.79	421		226		$647
4 CPVC Sch 80 90 Ell	10.0	EA	115.70	702		455		$1,157
4 CPVC Sch 80 Coupling	4.0	EA	272.43	999		91		$1,090
4 CPVC Sch 80 Tee	4.0	EA	148.09	418		175		$592
4x1' 0" DI FxF Cement Lined/Primer Coat ~TF x TF Wall Pipe With Weep Ring	3.0	EA	440.01	481		839		$1,320
4 Sch 80 CPVC PE Pipe	26.0	LF	29.84	226		550		$776
Sump Pumps ~4" Outlet - PMP-539-251	1.0	EA	12,653.86	1,491		11,163		$12,654
Sump Pumps ~4" Outlet - PMP-539-151	1.0	EA	12,653.86	1,491		11,163		$12,654
D 4" CPVC from Sump Pumps to Sewer - OWRF - VLV								
4 CPVC Solvent Weld Check Valve	2.0	EA	1,690.82	280		3,102		$3,382
DEMO OWRF Filters								
42 Mag Flow Meter ~DEMO - LABOR ONLY	1.0	EA	2,371.21	2,371				$2,371
Sample Pump ~RELOCATE	1.0	EA	1,449.91	1,450				$1,450
SW 2" - 4" CPVC from Filters to BW Header - OWRF								
2 150# Sch 80 CPVC VS PR Flange	8.0	EA	47.64	273		108		$381
2 304 SS 150# Socket Weld Flange	8.0	EA	224.62	1,337		460		$1,797
2 316 SST Bolt 1/8" Neo Gskt Kit ~BWW - SERVICE	8.0	EA	11.32			91		$91
4 CPVC Sch 80 90 Ell	28.0	EA	115.70	1,966		1,274		$3,240
2 CPVC Sch 80 90 Ell	20.0	EA	46.34	733		194		$927
4 CPVC Sch 80 Coupling	12.0	EA	272.43	2,997		272		$3,269
2 CPVC Sch 80 Coupling	12.0	EA	76.74	835		86		$921
4x2 CPVC Sch 80 Reducer Coupling	4.0	EA	122.91	278		213		$492
4 CPVC Sch 80 Tee	16.0	EA	148.09	1,670		699		$2,369
2 CPVC Sch 80 Tee	16.0	EA	66.95	865		206		$1,071
2 Sch 40 304 SS Pipe ~Wall Pipe with Weep Ring	4.0	LF	375.88	62		1,441		$1,504
4 Sch 80 CPVC PE Pipe	25.0	LF	29.84	217		528		$746
2 Sch 80 CPVC PE Pipe	112.0	LF	12.67	557		862		$1,419
4 Sch 80 CPVC PE Pipe	155.0	LF	29.84	1,348		3,276		$4,625
SW 2" - 4" CPVC from Filters to BW Header - OWRF - SPT								
4 D-206 'SST Flush Mount Unistrut	40.0	EA	279.91	3,728		7,468		$11,196
O - RAS/WAS Pump Station				**129,214**		**318,414**		**$447,627**
DEMO OWRF RAS/WAS Pump Station								
12 316 SST Bolt 1/8" Neo Gskt Kit	2.0	EA	86.96			174		$174
16 316 SST Bolt 1/8" Neo Gskt Kit	2.0	EA	156.05			312		$312
6 Core & Chip Wall ~18" Wall	1.0	EA	324.89			325		$325
12 Core & Chip Wall ~18" Wall	4.0	EA	649.77			2,599		$2,599
6 Demo Ductile Iron Piping	108.0	LF	32.31	3,489				$3,489
12 Demo Ductile Iron Piping	152.0	LF	34.17	5,194				$5,194
12 Demo Ductile Iron Piping ~HIGH	108.0	LF	47.84	5,167				$5,167
16 Demo Ductile Iron Piping ~HIGH	49.0	LF	93.20	4,567				$4,567
12 Demo RAS/WAS Pipe Supports ~Floor Mounted	24.0	EA	93.20	2,237				$2,237
12 Demo RAS/WAS Pipe Supports ~Hangers	12.0	EA	86.99	1,044				$1,044
16 Demo RAS/WAS Pipe Supports ~Hangers	5.0	EA	80.77	404				$404
1 Demo Seal Water Assembly	5.0	EA	173.97	870				$870
18 Demo Valve & Coupling ~Flex Coupling	1.0	EA	1,304.79	1,305				$1,305
18 Demo Valve & Coupling ~PLUG	2.0	EA	1,304.79	2,610				$2,610
18 Demo Valve & Coupling ~Flex Coupling	1.0	EA	1,304.79	1,305				$1,305
12 Ductile Iron C110 Blind Flange	2.0	EA	876.91	421		1,333		$1,754
16 Ductile Iron C110 Blind Flange	2.0	EA	1,474.32	636		2,312		$2,949
RAS 12" - 18" DIGL from RAS Pumps to IMLR Disch. Chan								
1x1/2 150# Blk Mall Conc Reducer	6.0	EA	45.55	242		31		$273
1 304 SS 150# Thd 90 Ell	25.0	EA	73.74	1,569		275		$1,843
1 304 SS 150# Thd Cap	3.0	EA	39.85	99		21		$120
2x1 304 SS 150# Thd Conc Reducer	6.0	EA	100.77	436		168		$605
2x1 304 SS 150# Thd Hex Bushing	3.0	EA	54.51	101		63		$164
1 304 SS 150# Thd Tee	19.0	EA	116.30	1,759		451		$2,210
2x3 316 SS Sch 40 Nipple TxT	1.0	EA	19.04	4		15		$19
1/2x3 316 SS Sch 40 Nipple TxT	6.0	EA	8.27	19		31		$50
1x3 316 SS Sch 40 Nipple TxT	21.0	EA	10.92	65		164		$229
2x3 316 SS Sch 40 Nipple TxT	1.0	EA	19.04	4		15		$19
1x3 316 SS Sch 40 Nipple TxT	11.0	EA	10.92	34		86		$120
2x3 316 SS Sch 40 Nipple TxT	1.0	EA	19.04	4		15		$19
1x3 316 SS Sch 40 Nipple TxT	1.0	EA	10.92	3		8		$11
12 316 SST Bolt 1/8" Neo Gskt Kit ~RAS - SERVICE	23.0	EA	86.96			2,000		$2,000

Estimate Detail

Chandler WRF Improvement Project GMP 2

6/21/2021

Description	Quantity		Unit Price	Labor Total	Equip Total	Mat Total	Sub Total	Total
16 316 SST Bolt 1/8" Neo Gskt Kit ~RAS - SERVICE	24.0	EA	156.05			3,745		$3,745
18 316 SST Bolt 1/8" Neo Gskt Kit ~RAS - SERVICE	4.0	EA	232.29			929		$929
2x1 Cast Iron Hex Head Bushing	3.0	EA	39.92	84		36		$120
12x3' 0" DI FxF Glass Lined/Primer Coat ~(2) 2" tap for Inst. & ARV	1.0	EA	2,614.10	470		2,144		$2,614
12x1' 6" DI FxF Glass Lined/Primer Coat ~(2) 2" tap for Inst. & ARV	1.0	EA	2,293.75	398		1,896		$2,294
12x1' 6" DI FxF Glass Lined/Primer Coat ~FL x PE	4.0	EA	912.11	1,591		2,058		$3,648
16x2' 6" DI FxF Glass Lined/Primer Coat	1.0	EA	2,124.21	606		1,518		$2,124
12x1' 6" DI FxF Glass Lined/Primer Coat ~(2) 2" tap for Inst. & ARV	1.0	EA	2,293.75	398		1,896		$2,294
12x1' 6" DI FxF Glass Lined/Primer Coat ~FL x PE	2.0	EA	912.11	795		1,029		$1,824
16x4' 6" DI FxF Glass Lined/Primer Coat	1.0	EA	2,696.57	701		1,996		$2,697
16x5' 0" DI FxF Glass Lined/Primer Coat	2.0	EA	2,839.87	1,449		4,231		$5,680
12x9' 0" DI FxF Glass Lined/Primer Coat	1.0	EA	2,685.22	651		2,035		$2,685
12x1' 0" DI FxF Glass Lined/Primer Coat ~FL x PE	2.0	EA	795.18	727		863		$1,590
12x13' 0" DI FxF Glass Lined/Primer Coat	1.0	EA	3,468.47	772		2,697		$3,468
16x2' 6" DI FxF Glass Lined/Primer Coat	1.0	EA	2,124.21	606		1,518		$2,124
16x1' 6" DI FxF Glass Lined/Primer Coat	1.0	EA	1,835.97	555		1,281		$1,836
16x2' 6" DI FxF Glass Lined/Primer Coat	1.0	EA	2,124.21	606		1,518		$2,124
16 Ductile Iron C110 Blind Flange ~2" Tap for Flushing	2.0	EA	1,556.13	636		2,476		$3,112
16 FCA Rest CI Adpt x 125# Flg	1.0	EA	2,037.80	574		1,464		$2,038
18 Flex Coupling Rest (PE x PE)	2.0	EA	1,552.32	1,212		1,893		$3,105
12 Flex Coupling Rest (PE x PE)	4.0	EA	903.13	1,479		2,134		$3,613
12 FxF Glass/Primer 45 Ell	1.0	EA	1,714.95	395		1,320		$1,715
16 FxF Glass/Primer 45 Ell	4.0	EA	2,528.44	2,242		7,872		$10,114
16 FxF Glass/Primer 90 Ell	2.0	EA	3,092.96	1,130		5,056		$6,186
16x12 FxF Glass/Primer Conc Red	2.0	EA	2,541.35	973		4,110		$5,083
16x12 FxF Glass/Primer Red Wye	3.0	EA	6,404.80	2,179		17,035		$19,214
16 FxF Glass/Primer Tee	2.0	EA	4,670.59	1,553		7,788		$9,341
1 Liquid Flow Switch ~LABOR ONLY	1.0	EA	83.88	84				$84
12 Mag Flow Meter ~FIT 153 - LABOR ONLY	1.0	EA	972.38	972				$972
Pressure Gauge ~PI 156B - LABOR ONLY	1.0	EA	93.20	93				$93
Pressure Gauge ~PI 155B - LABOR ONLY	1.0	EA	93.20	93				$93
Pressure Gauge ~PI 154B - LABOR ONLY	1.0	EA	93.20	93				$93
Pressure Switch ~PSH 156	1.0	EA	167.76	168				$168
Pressure Switch ~PSH 155	1.0	EA	167.76	168				$168
Pressure Switch ~PSH 154	1.0	EA	167.76	168				$168
1 Sch 40 304 SS Pipe	164.0	LF	23.94	1,528		2,397		$3,925
1 2000 316SS Thd Ball Valve	6.0	EA	146.11	324		552		$877
1 304 SS 150# Thd 45 Ell	10.0	EA	72.34	621		102		$723
RAS 12" - 18" DIGL from RAS Pumps to IMLR Disch. Chan - SPT								
16 D-204 'SST Pipe Hanger	3.0	EA	729.64	466		1,723		$2,189
12 D-204 'SST Pipe Hanger	6.0	EA	404.20	746		1,680		$2,425
12 D-205 '4' SST Adjustable Pipe Su	9.0	EA	1,378.70	1,678		10,731		$12,408
16 D-205 '4' SST Adjustable Pipe Su	4.0	EA	1,975.10	994		6,906		$7,900
1 D-307 'SST Extended Mount Unistr	26.0	EA	268.20	1,212		5,762		$6,973
RAS 12" - 18" DIGL from RAS Pumps to IMLR Disch. Chan - VLV								
12 150# AWWA Flg Plug Valve w/Lever	3.0	EA	2,990.58	2,203		6,768		$8,972
18 150# AWWA Flg Plug Valve w/Lever	2.0	EA	7,418.03	2,134		12,702		$14,836
16 150# AWWA Flg Plug Valve w/Lever	3.0	EA	6,990.66	2,816		18,155		$20,972
2 Combination Air Relief/Vacuum Va ~PSH-449-156	1.0	EA	5,269.48	186		5,083		$5,269
2 Combination Air Relief/Vacuum Va ~PSH-449-155	1.0	EA	5,269.48	186		5,083		$5,269
2 Combination Air Relief/Vacuum Va ~PSH-449-154	1.0	EA	5,269.48	186		5,083		$5,269
Ball Valve for Flushing Connection	1.0	EA	597.39	56		541		$597
12 Flg Swing Check Valve	3.0	EA	5,283.19	1,240		14,610		$15,850
RAS 12" DIGL from Wet Well to RAS Pumps								
0-160# Pressure Gauge	3.0	EA	93.20	280				$280
1 1500 316SS Thd 3pc FP Ball Valve	3.0	EA	890.03	173		2,497		$2,670
1 25-75# Thd Pressure Red Valve	3.0	EA	137.31	412				$412
1x1/2 304 SS 150# Thd Conc Reducer	3.0	EA	55.21	142		24		$166
2x1 304 SS 150# Thd Hex Bushing	3.0	EA	54.51	101		63		$164
1/2x3 316 SS Sch 40 Nipple TxT	3.0	EA	8.27	9		15		$25
1x3 316 SS Sch 40 Nipple TxT	6.0	EA	10.92	19		47		$66
10 316 SST Bolt 1/8" Neo Gskt Kit ~RAS - SERVICE	3.0	EA	75.05			225		$225
12 316 SST Bolt 1/8" Neo Gskt Kit ~RAS - SERVICE	31.0	EA	86.96			2,696		$2,696
1 600 Swt Ball Valve	12.0	EA	121.52	492		966		$1,458
1 CPVC Sch 80 45 Ell	10.0	EA	31.95	273		46		$319
1 CPVC Sch 80 90 Ell	17.0	EA	30.67	465		57		$521
1 CPVC Sch 80 Coupling	26.0	EA	55.45	1,357		85		$1,442
1 CPVC Sch 80 Tee	13.0	EA	44.56	517		62		$579
1 D-204 'SST Pipe Hanger	30.0	EA	135.17	1,864		2,191		$4,055
12x2' 6" DI FxF Glass Lined/Primer Coat ~TF x FL Wall Pipe with Weep Ring	1.0	EA	1,758.62	451		1,308		$1,759
12x2' 6" DI FxF Glass Lined/Primer Coat	2.0	EA	1,411.38	902		1,921		$2,823
12x2' 0" DI FxF Glass Lined/Primer Coat ~TF x FL Wall Pipe with Weep Ring	1.0	EA	1,656.59	432		1,225		$1,657

Estimate Detail

Chandler WRF Improvement Project GMP 2

6/21/2021

Description	Quantity		Unit Price	Labor Total	Equip Total	Mat Total	Sub Total	Total
12x1' 6" DI FxF Glass Lined/Primer Coat ~PE x FL	2.0	EA	912.11	795		1,029		$1,824
12x6' 0" DI FxF Glass Lined/Primer Coat ~PE x FL - 2" Tap for Inst.	1.0	EA	2,368.92	560		1,808		$2,369
12x3' 6" DI FxF Glass Lined/Primer Coat	1.0	EA	1,611.07	485		1,126		$1,611
12x2' 0" DI FxF Glass Lined/Primer Coat ~PE x FL	2.0	EA	1,029.04	864		1,194		$2,058
12x6' 0" DI FxF Glass Lined/Primer Coat ~PE x FL - 2" Tap for Inst.	1.0	EA	2,368.92	560		1,808		$2,369
12x3' 6" DI FxF Glass Lined/Primer Coat	1.0	EA	1,611.07	485		1,126		$1,611
12x2' 6" DI FxF Glass Lined/Primer Coat ~TF x FL Wall Pipe with Weep Ring	1.0	EA	1,758.62	451		1,308		$1,759
12x6' 0" DI FxF Glass Lined/Primer Coat ~PE x FL - 2" Tap for Inst.	1.0	EA	2,368.92	560		1,808		$2,369
12x3' 6" DI FxF Glass Lined/Primer Coat	1.0	EA	1,611.07	485		1,126		$1,611
12x2' 6" DI FxF Glass Lined/Primer Coat ~TF x FL Wall Pipe with Weep Ring	1.0	EA	1,758.62	451		1,308		$1,759
12x1' 6" DI FxF Glass Lined/Primer Coat	1.0	EA	1,192.42	398		795		$1,192
12 Ductile Iron C110 Blind Flange	1.0	EA	876.91	211		666		$877
12 Flex Coupling Rest (PE x PE)	3.0	EA	903.13	1,109		1,600		$2,709
12 FxF Glass/Primer 90 Ell ~Flange x Flare	4.0	EA	2,402.63	1,635		7,975		$9,611
12x10 FxF Glass/Primer Conc Red	3.0	EA	1,574.21	994		3,729		$4,723
1 LF 125# Thd Brz RS Globe Valve	6.0	EA	256.18	384		1,153		$1,537
1 LF 250# Swt Y Strainer Tap wPlug	3.0	EA	184.21	201		351		$553
Pressure Gauge ~PI 156A - LABOR ONLY	1.0	EA	93.20	93				$93
Pressure Gauge ~PI 155A - LABOR ONLY	1.0	EA	93.20	93				$93
Pressure Gauge ~PI 154A - LABOR ONLY	1.0	EA	93.20	93				$93
Pressure Switch	3.0	EA	167.76	503				$503
1 Rotometer	3.0	EA	93.20	280				$280
1 Sch 80 CPVC PE Pipe	323.0	LF	7.01	1,204		1,059		$2,263
1 Solenoid Valve	3.0	EA	1,174.07	186		3,336		$3,522
1 2000 316SS Thd Ball Valve	3.0	EA	146.11	162		276		$438
1 Thd Braid SS Flex Connect	6.0	EA	186.12	190		927		$1,117
1 Type L Hard Copper Tube	60.0	LF	12.69	298		463		$761
1 Wrot Copper 90 Ell	42.0	EA	45.23	1,644		255		$1,899
1 Wrot Copper Female Adapter	15.0	EA	61.83	755		173		$927
1 Wrot Copper Tee	9.0	EA	69.22	514		109		$623
1 Wrot Copper Union	12.0	EA	82.09	693		292		$985
RAS 12" DIGL from Wet Well to RAS Pumps - SPT								
12 D-205 '2' SST Adjustable Pipe Su	7.0	EA	1,240.25	1,305		7,377		$8,682
RAS 12" DIGL from Wet Well to RAS Pumps -VLV								
12 150# AWWA Flg Plug Valve w/Lever	4.0	EA	2,990.58	2,938		9,025		$11,962
WAS 6" DIGL from WAS Pumps to SHT								
1x1/2 150# Blk Mall Conc Reducer	4.0	EA	45.55	162		21		$182
1 304 SS 150# Thd 45 Ell	12.0	EA	72.34	746		122		$868
1 304 SS 150# Thd 90 Ell	15.0	EA	73.74	941		165		$1,106
1 304 SS 150# Thd Cap	2.0	EA	39.85	66		14		$80
2x1 304 SS 150# Thd Conc Reducer	4.0	EA	100.77	291		112		$403
2x1 304 SS 150# Thd Hex Bushing	2.0	EA	54.51	67		42		$109
1 304 SS 150# Thd Tee	15.0	EA	116.30	1,389		356		$1,745
1/2x3 316 SS Sch 40 Nipple TxT	4.0	EA	8.27	12		21		$33
1x3 316 SS Sch 40 Nipple TxT	21.0	EA	10.92	65		164		$229
2x3 316 SS Sch 40 Nipple TxT	2.0	EA	19.04	7		31		$38
1x3 316 SS Sch 40 Nipple TxT	1.0	EA	10.92	3		8		$11
6 316 SST Bolt 1/8" Neo Gskt Kit ~WAS - SERVICE	25.0	EA	32.47			812		$812
2x1 Cast Iron Hex Head Bushing	2.0	EA	39.92	56		24		$80
6x3' 6" DI FxF Glass Lined/Primer Coat ~2" Tap for Inst.	1.0	EA	1,256.57	258		998		$1,257
6x2' 6" DI FxF Glass Lined/Primer Coat	1.0	EA	610.09	233		377		$610
6x3' 6" DI FxF Glass Lined/Primer Coat ~2" Tap for Inst.	1.0	EA	1,256.57	258		998		$1,257
6x2' 6" DI FxF Glass Lined/Primer Coat	1.0	EA	610.09	233		377		$610
6x2' 0" DI FxF Glass Lined/Primer Coat ~FL x PE	2.0	EA	461.85	440		484		$924
6x1' 0" DI FxF Glass Lined/Primer Coat ~FL x PE	1.0	EA	363.31	193		170		$363
6x1' 6" DI FxF Glass Lined/Primer Coat ~FL x PE	1.0	EA	409.93	207		203		$410
6x6' 6" DI FxF Glass Lined/Primer Coat	1.0	EA	991.61	336		655		$992
6x4' 6" DI FxF Glass Lined/Primer Coat	1.0	EA	793.44	285		509		$793
6x2' 0" DI FxF Glass Lined/Primer Coat	1.0	EA	564.10	220		344		$564
6x6' 6" DI FxF Glass Lined/Primer Coat ~FL x PE	1.0	EA	889.36	336		553		$889
6x1' 0" DI FxF Glass Lined/Primer Coat ~FL x PE	1.0	EA	363.31	193		170		$363
6x5' 6" DI FxF Glass Lined/Primer Coat ~2" tap for ARV	1.0	EA	1,443.50	311		1,133		$1,443
6 Ductile Iron C110 Blind Flange	1.0	EA	286.10	86		200		$286
6 Flex Coupling Rest (PE x PE)	3.0	EA	574.27	757		966		$1,723
6 FxF Glass/Primer 45 Ell	2.0	EA	577.38	349		806		$1,155
6 FxF Glass/Primer 90 Ell	2.0	EA	636.86	358		916		$1,274
6 FxF Glass/Primer Wye	2.0	EA	1,096.84	577		1,617		$2,194
6 Mag Flow Meter ~FIT 163 - LABOR ONLY	1.0	EA	541.18	541				$541
Pressure Gauge ~PI 166B - LABOR ONLY	1.0	EA	93.20	93				$93
Pressure Gauge ~PI 165B - LABOR ONLY	1.0	EA	93.20	93				$93
Pressure Switch ~PSH 166	1.0	EA	167.76	168				$168
Pressure Switch ~PSH 165	1.0	EA	167.76	168				$168
1 Sch 40 304 SS Pipe	86.0	LF	23.94	802		1,257		$2,058

Estimate Detail

Chandler WRF Improvement Project GMP 2

6/21/2021

Description	Quantity		Unit Price	Labor Total	Equip Total	Mat Total	Sub Total	Total
1 2000 316SS Thd Ball Valve	4.0	EA	146.11	216		368		$584
WAS 6" DIGL from WAS Pumps to SHT - SPT								
6 D-204 'SST Pipe Hanger	10.0	EA	290.14	1,243		1,659		$2,901
1 D-206 'SST Flush Mount Unistrut	28.0	EA	195.23	1,305		4,162		$5,467
WAS 6" DIGL from WAS Pumps to SHT - VLV								
6 150# AWWA Flg Plug Valve w/Lever	2.0	EA	1,065.51	783		1,348		$2,131
2 Combination Air Relief/Vacuum Va ~PSH-449-166	1.0	EA	4,271.66	186		4,085		$4,272
2 Combination Air Relief/Vacuum Va ~PSH-449-165	1.0	EA	4,271.66	186		4,085		$4,272
6 Flg Swing Check Valve	2.0	EA	1,595.31	460		2,731		$3,191
WAS 6" DIGL from Wet Well to WAS Pumps								
1x1/2 304 SS 150# Thd Conc Reducer	2.0	EA	55.21	94		16		$110
2x1 304 SS 150# Thd Hex Bushing	2.0	EA	54.51	67		42		$109
1/2x3 316 SS Sch 40 Nipple TxT	2.0	EA	8.27	6		10		$17
1x3 316 SS Sch 40 Nipple TxT	4.0	EA	10.92	12		31		$44
6 316 SST Bolt 1/8" Neo Gskt Kit ~WAS - SERVICE	27.0	EA	32.47			877		$877
6 Core & Chip Wall ~18" Wall	1.0	EA	324.89			325		$325
6x4' 0" DI FxF Glass Lined/Primer Coat	1.0	EA	760.79	272		489		$761
6x1' 6" DI FxF Glass Lined/Primer Coat ~TF x TF Wall Pipe with Weep Ring	1.0	EA	662.53	207		456		$663
6x1' 0" DI FxF Glass Lined/Primer Coat	2.0	EA	465.57	386		545		$931
6x3' 0" DI FxF Glass Lined/Primer Coat	1.0	EA	662.87	245		417		$663
6x15' 6" DI FxF Glass Lined/Primer Coat	1.0	EA	1,772.74	464		1,309		$1,773
6x1' 0" DI FxF Glass Lined/Primer Coat ~PE x FL	2.0	EA	363.31	386		340		$727
6x1' 6" DI FxF Glass Lined/Primer Coat	1.0	EA	498.84	207		292		$499
6x5' 6" DI FxF Glass Lined/Primer Coat	1.0	EA	892.84	311		582		$893
6x1' 6" DI FxF Glass Lined/Primer Coat	1.0	EA	498.84	207		292		$499
6x3' 6" DI FxF Glass Lined/Primer Coat	1.0	EA	705.90	258		447		$706
6x3' 0" DI FxF Glass Lined/Primer Coat	1.0	EA	662.87	245		417		$663
6x2' 6" DI FxF Glass Lined/Primer Coat ~2" Tap for Inst.	1.0	EA	1,160.76	233		928		$1,161
6x3' 0" DI FxF Glass Lined/Primer Coat ~2" Tap for Inst.	1.0	EA	1,213.54	245		968		$1,214
6 Ductile Iron C110 Blind Flange	1.0	EA	286.10	86		200		$286
6 Flex Coupling Rest (PE x PE)	1.0	EA	574.27	252		322		$574
6 FxF Glass/Primer 45 Ell	4.0	EA	577.38	698		1,611		$2,310
6 FxF Glass/Primer 90 Ell ~Flange x Flare	1.0	EA	746.52	179		568		$747
6 FxF Glass/Primer Wye	2.0	EA	1,096.84	577		1,617		$2,194
Pressure Gauge ~PI 166A - LABOR ONLY	1.0	EA	93.20	93				$93
Pressure Gauge ~PI 165A - LABOR ONLY	1.0	EA	93.20	93				$93
1 2000 316SS Thd Ball Valve	2.0	EA	146.11	108		184		$292
WAS 6" DIGL from Wet Well to WAS Pumps - SPT								
6 D-205 '2' SST Adjustable Pipe Su	8.0	EA	1,125.55	1,243		7,762		$9,004
6 SST Knee Brkt Support	5.0	EA	1,153.50	932		4,835		$5,767
WAS 6" DIGL from Wet Well to WAS Pumps - VLV								
6 150# AWWA Flg Plug Valve w/Lever	3.0	EA	1,065.51	1,174		2,022		$3,197
O - Reservoir				**16,166**		**30,626**		**$46,792**
SAMPLE 6" OWRF Reservoir								
6 316 SS 150# Socket Weld Flange	3.0	EA	674.02	1,044		978		$2,022
6 316 SS Sch 10 BW 90 Ell	1.0	EA	765.81	620		146		$766
6 316 SST Bolt 1/8" Neo Gskt Kit	21.0	EA	32.47			682		$682
6 316 SST Bolt 1/8" Neo Gskt Kit ~2.5" Anchors	1.0	EA	32.47			32		$32
6 316 SST Bolt 1/8" Neo Gskt Kit	2.0	EA	32.47			65		$65
6 D-307 'SST Extended Mount Unistr	15.0	EA	402.61	1,977		4,063		$6,039
Reservoir Sample Pump ~6" Inlet	1.0	EA	4,877.22	1,384		3,494		$4,877
6 Sch 40 316L SS Pipe	1.0	LF	274.12	38		237		$274
6 Sch 40 316L SS Pipe ~Wall Pipe with Weep Ring	1.0	LF	686.19	38		649		$686
6 Sch 40 316L SS Pipe ~3 Columns of 1/2" Holes Every 5" O.C.	21.0	LF	283.98	789		5,175		$5,964
6 Steel Pipe Wall Sleeve ~See Detail 103 pg M-7.02	8.0	EA	177.87	395		1,028		$1,423
6 VENT M-7.02 Detail 206 ~	10.0	EA	2,396.14	9,883		14,078		$23,961
O - Splitter Box Mods				**6,599**		**16,331**		**$22,929**
Clarifier Splitter Box Mud Valves								
4 316 SST Bolt 1/8" Neo Gskt Kit	3.0	EA	20.25			61		$61
6 316 SST Bolt 1/8" Neo Gskt Kit	3.0	EA	32.47			97		$97
4 Mud Valve Flg Non-Rising ~12'2" Stem Guide - Refer to det M-7.04 401	3.0	EA	3,300.28	2,237		7,664		$9,901
6 Mud Valve Flg Non-Rising ~12'2" Stem Guide - Refer to det M-7.04 401	3.0	EA	3,581.84	2,237		8,509		$10,746
DEMO OWRF Clarifier Splitter Box								
4 Demo Mud Valve	3.0	EA	335.52	1,007				$1,007
6 Demo Mud Valve	3.0	EA	372.80	1,118				$1,118
Z - General Requirements (both plants)				**335,429**	**70,452**	**277,903**		**$1,035,902**
Project/Field Supervision								
Assistant Project Manager (Dylan Hess)	12.0	WK	4,354.78	52,257				$52,257
Mech Superintendent (Jordan Woodworth)	33.0	WK	4,995.16	164,840				$164,840
Project Engineer (Patrick Hoffman)	28.0	WK	3,673.03	102,845				$102,845
General Carpentry								
BIM / VDC Services	1,497.6	HR	90.00			134,784		$134,784
Engineered Support Costs	1.0	LS	12,500.00			12,500		$12,500
Job Support Items								

Estimate Detail

Chandler WRF Improvement Project GMP 2

6/21/2021

Description	Quantity		Unit Price	Labor Total	Equip Total	Mat Total	Sub Total	Total
Double Wide Trailers (Ocotillo)	5.5	MO	1,441.00			7,926		$7,926
Tool Trailer	12.0	MO	151.78		1,821			$1,821
Storage Trailer	12.0	MO	151.78		1,821			$1,821
Motorola Radios	60.0	MO	75.00			4,500		$4,500
Water Distribution	14,717.3	MH	0.31	4,610				$4,610
Drinking Water/Cups	14,717.3	MH	0.18			2,649		$2,649
Personal Protective Gear	14,717.3	MH	1.25			18,397		$18,397
Temp Ladders/Stairs	16.0	EA	400.00			6,400		$6,400
Control Logistics								
Safety Equipment	1.0	LS	7,500.00			7,500		$7,500
Safety Programs	14,717.3	MH	0.29			4,268		$4,268
Drug Testing	14,717.3	MH	0.12			1,766		$1,766
Equipment Cost								
Rough Terrain Crane-65 Ton	1.0	MO	27,022.40	10,877	16,146			$27,022
Small Tools	14,717.3	MH	1.50			22,076		$22,076
Mechanical Tools	14,717.3	MH	1.50			22,076		$22,076
Forklift - Petibone 8000	5.0	MO	3,244.74		16,224			$16,224
Scissor Lift	24.0	MO	822.10		19,730			$19,730
Builders Level	16.0	MO	575.00		9,200			$9,200
Mob In and Out	1.0	LS	7,500.00			7,500		$7,500
Fuel, Oil & Parts-Equip	52,654.0	%	0.40			21,062		$21,062
Pickup Trucks Jobsite	9.0	MO	612.19		5,510			$5,510
Fuel, Oil & Parts-PU/Van/Gator	9.0	MO	500.00			4,500		$4,500
Contractor Fee @ 9%	3,912,423.4	%	0.09					$352,118
15A – Process Mechanical Total				**1,086,239**	**70,452**	**2,755,732**		**$4,264,541**

Chandler WRF Improvements Project

GMP 2 Work Category Solicited Subcontractors Summary

Work Category: **15B HVAC & Plumbing**

Subcontractor/Supplier Name	***Status***
McCarthy Building Companies	*Recommended*
Karber Corporation	*Proposed*
Pueblo Mechanical	*Proposed*
Patriot Mechanical AZ	*Declined*
Uni-Tech Mechanical	*Declined*
Comfort Systems USA Southwest	*Declined*
HACI Mechanical Contractors	*Declined*
Midstate Mechanical	*Declined*
TDIndustries	*Declined*
Tempe Mechanical	*Declined*

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **15B - HVAC & Plumbing**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	McCarthy	Karber	Pueblo Mechanical	Tempe Mechanical	Midstate Mechanical
		Martin Vierra	Aaron Miller	Jason Ochap	Julia Young	Evan Jones
		(602) 903-0513	(602) 469-6541	(602) 741-5418	(480) 287-7028	(602) 470-1920
		mvierra@mccarthy.com	amiller@karbercorporation.com	jasono@pueblo-mechanical.com	jquigg@tempemechanical.net	ejones@midstatemechanical.com
	TOTAL WORK CATEGORY PACKAGE VALUE	**$737,661**	**$748,060**	**INCOMPLETE**	**DECLINED**	**DECLINED**
	MCCARTHY SUBCONTRACT & FRONT END TERMS					
1	Compliant with McCarthy Front Ends	Yes	Yes	Yes		
2	Bid Submitted on McCarthy Bid Form	Yes	Yes	Yes		
3	Bid Bond Included with Bid (if over $250k Sub/$500k Supplier)	N/A	Pending	No		
4	Current Bank Reference Letter that shows Subcontractor or Vendor is in good standing.	Yes	Yes	Yes		
5	Surety Company	Allianz-Starr	Great American Insurance Company	XL Specialty Insurance Company		
6	Surety AM Best Rating (Must be A- or Better)	A+	A+	A+		
7	AM Best Financial Size X($500M to $750M) or higher	Yes	Yes	Yes		
8	Anticipated contract amount is less than the Federal UW Limit as listed on the Treasury Listing	Yes	Yes	Yes		
9	Bond/CDI Cost	N/A	2.000%	1.550%		
10	Included Insurance Requirements (Per Matrix)	Yes	Yes	Yes		
11	GL Insurance Company Name	Travelers	Selective Insurance Company of America	Valley Forge Insurance Company		
12	GL Insurance Carrier AM Best Rating (Must be A- or Better)	A+	A	A		
13	PRL Insurance (If required by the Front Ends)	Yes	Yes	Yes		
14	Pollution Insurance (If required by the Front Ends)	Yes	Yes	Yes		
15	Tier 1 Approved	Yes	Yes	Pending		
16	Tier 2 Approved	Yes	No	No		
17	Safety Items:	Yes	Yes	Yes		
18	OSHA Recordable Incident Rate (Current)	.39	1.86	Pending		
19	Agrees to comply with PPE requirements including 100% glove policy	Yes	Yes	Yes		
20	Acknowledges updated ladder policy (platform ladders)	Yes	Yes	Yes		
21	Task Hazard Analysis included for all tasks	Yes	Yes	Yes		
22	Tie-off above 6' required	Yes	Yes	Yes		
23	Includes Hoisting for Sub's Own Work Scope	Yes	Yes	Yes		
24	Acknowledges Soils Report	N/A	N/A	N/A		
25	Acknowledges Addenda	Yes	Yes	Yes		
26	Hold Bid for 150 Days	Yes	Yes	Yes		
27	Sales Tax Included	No	No	No		
28	**COVID-19 Market Questions**					
29	How has your work program been impacted by the COVID-19 situation? % of work stopped or delayed by more than 2 weeks?	The result has been a stoppage or delay of less than 5% due to the COVID-19 situation.	Minimally, 5%	No		
30	Have you had any future work opportunities canceled or delayed? What % of your future sales are projected to be impacted by COVID-19?	The total impact to our sales will be less than 5%.	Less than 5%	No		
31	Are you suffering productivity loss that is impacting the ability to complete work on time?	No	No	No		
32	Have you had any difficulty with employees not wanting to come to work because of the risk of infection?	No	No	No		
33	Have you experienced any unusual voluntary turnover as a result of COVID-19?	No	No	No		

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **15B - HVAC & Plumbing**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	McCarthy	Karber	Pueblo Mechanical	Tempe Mechanical	Midstate Mechanical
		Martin Vierra	Aaron Miller	Jason Ochap	Julia Young	Evan Jones
		(602) 903-0513	(602) 469-6541	(602) 741-5418	(480) 287-7028	(602) 470-1920
		mvierra@mccarthy.com	amiller@karbercorporation.com	jasono@pueblo-mechanical.com	jquigg@tempemechanical.net	ejones@midstatemechanical.com
	TOTAL WORK CATEGORY PACKAGE VALUE	**$737,661**	**$748,060**	**INCOMPLETE**	**DECLINED**	**DECLINED**
34	Have you had to furlough or make a reduction in staff or go to a reduced workweek as a result of COVID-19 market conditions?	No	No	No		
35	Have you experienced and/or do you anticipate any issues with existing suppliers or vendors?	No	Yes	Yes		
36	Do you have any overseas suppliers that may be impeding your supply chain?	No	No	No		
37						
38	Per Plans & Specifications	Yes	Yes	No		
39	Division 1 as it relates to this scope of work	Yes	Yes	Yes		
40	02050 - Demolitions	Yes	Yes	No		
41	03600 - Grout	By WC 03A	By WC 03A	By WC 03A		
42	05051 - Anchor Bolts, Toggle Bolts, and Concrete Inserts	Yes	Yes	Yes		
43	099200 - Coating Systems	By WC 09D	By WC 09D	By WC 09D		
44	15120 - Piping Specialties and Accessories	Yes	Yes	No		
45	15146 - Plumbing Specialties	Yes	Yes	No		
46	15190 - Mechanical Identification	Yes	Yes	Yes		
47	15260 - Piping Insulation	Yes	Yes	No		
48	15290 - Ductwork Insulation	Yes	Yes	Yes		
49	15400 - Plumbing Fixtures and Equipment	Yes	Yes	No		
50	15410 - Plumbing Piping	Yes	Yes	No		
51	15430 - Plumbing Specialties	Yes	Yes	No		
52	15440 - Plumbing Fixtures	Yes	Yes	No		
53	15450 - Plumbing Equipment	Yes	Yes	No		
54	15680 - Evaporative Coolers	Yes	Yes	Yes		
55	15732 - Air Conditioning Units	Yes	Yes	Yes		
56	15791 - Air Conditioning Unit	Yes	Yes	Yes		
57	15831 - Centrifugal Exhaust Fans	Yes	Yes	Yes		
58	15885 - Air Cleaning	Yes	Yes	Yes		
59	15890 - Ductwork	Yes	Yes	Yes		
60	15910 - Ductwork Accessories	Yes	Yes	Yes		
61	15936 - Air Outlets and Inlets	Yes	Yes	Yes		
62	15982 - Line Voltage Thermostat	Yes	Yes	Yes		
63	15990 - Testing, Adjusting, and Balancing	Yes	Yes	Yes		
Scope of Work						
Base Bid:		$670,710	$696,816	$371,066		
64	Provide all labor, materials, tools, equipment and appurtenances as required to perform the Work Category 15B - HVAC & Plumbing, in accordance with and reasonably inferable from the Contract Documents, complete and without exception unless otherwise noted below, including, but not limited to the following:	Yes	Yes	No		
65	Check to Spec completed and submitted to McCarthy	Yes	Yes	Yes		
66	1 year warranty from Final Acceptance (Aug 2023)	Yes	Yes	Yes		

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **15B - HVAC & Plumbing**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	McCarthy	Karber	Pueblo Mechanical	Tempe Mechanical	Midstate Mechanical
		Martin Vierra	Aaron Miller	Jason Ochap	Julia Young	Evan Jones
		(602) 903-0513	(602) 469-6541	(602) 741-5418	(480) 287-7028	(602) 470-1920
		mvierra@mccarthy.com	amiller@karbercorporation.com	jasono@pueblo-mechanical.com	jquigg@tempemechanical.net	ejones@midstatemechanical.com
	TOTAL WORK CATEGORY PACKAGE VALUE	**$737,661**	**$748,060**	**INCOMPLETE**	**DECLINED**	**DECLINED**
67	Material escalation accounted for	$61,776.00	$29,216	$65,000.00		
68	**AWRF Blower Building:**					
69	Demo of existing side mounted exhaust fans (Exclude patch back)	Yes	Yes	No		
70	Furnish and install new exhaust fans - includes saw cut of wall	Yes	$1,200	$1,200		
71	Test, adjust, and balancing	Yes	Yes	Yes		
72	**AWRF Maintenance Building:**					
73	Fabricate and install galvanized ductwork with inner liner insulation - excludes pre-primed or painted ductwork	Yes	Yes	Yes		
74	Furnish and install (2) evaporative cooler - excludes housekeeping pad	Yes	Yes	Yes		
75	Furnish and install (1) split system AC unit with pre-insulated soft rolled ACR line - excludes housekeeping pad	Yes	Yes	Yes		
76	Furnish and install (1) packaged heat pump unit - excludes housekeeping pad	Yes	Yes	Yes		
77	Furnish and install (1) ceiling mounted exhaust fans with galvanized ductwork	Yes	Yes	Yes		
78	Furnish and install (36) diffusers, grilles, and registers	Yes	Yes	Yes		
79	Furnish and install (1) louvers	Yes	Yes	Yes		
80	Stand alone thermostats	Yes	Yes	Yes		
81	Potable water to evaporative cooler and evaporative cooler drains	Yes	Yes	Yes		
82	Install smoke detectors, furnished by WC 16A	Yes	Yes	Yes		
83	Excludes fabricated structural supports	Yes	Yes	Yes		
84	Test, adjust, and balancing	Yes	Yes	Yes		
85	BIM	Yes	Yes	No		
86	Underground and above ground sanitary piping	Yes	Yes	No		
87	Underground and above ground domestic water systems	Yes	Yes	No		
88	Air compressors and associated piping	Yes	Yes	No		
89	Furnish and install (1) air compressor	Yes	Yes	No		
90	Furnish and install pressure reducing valves	Yes	Yes	No		
91	Furnish and install (1) water heater	Yes	Yes	No		
92	Furnish and install (1) circulation pump	Yes	Yes	No		
93	Furnish and install (1) expansion tank	Yes	Yes	No		
94	Furnish and install (1) sand/oil separators	Yes	Yes	No		
95	Furnish and install (1) electric drinking fountain	Yes	Yes	No		
96	Furnish and install (1) ice maker	Yes	Yes	No		
97	Furnish and install (2) lavatories	Yes	Yes	No		
98	Furnish and install (1) sink	Yes	Yes	No		
99	Furnish and install (1) mop sink	Yes	Yes	No		
100	Furnish and install (2) water closets	Yes	Yes	No		
101	Furnish and install (2) shower heads and valves	Yes	Yes	No		
102	Furnish and install (2) shower drains	Yes	Yes	No		
103	Furnish and install (4) hose bibbs	Yes	Yes	No		
104	Furnish and install (4) hose reels	Yes	$2,285	No		
105	Furnish and install compressed air couplings	Yes	Yes	No		
106	Furnish and install 28 LF of trench drain with trap guard	Yes	Yes	No		
107	Furnish and Install (3) Floor drains	Yes	Yes	No		
108	Furnish and install (3) floor sinks	Yes	Yes	No		

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **15B - HVAC & Plumbing**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	McCarthy	Karber	Pueblo Mechanical	Tempe Mechanical	Midstate Mechanical
		Martin Vierra	Aaron Miller	Jason Ochap	Julia Young	Evan Jones
		(602) 903-0513	(602) 469-6541	(602) 741-5418	(480) 287-7028	(602) 470-1920
		mvierra@mccarthy.com	amiller@karbercorporation.com	jasono@pueblo-mechanical.com	jquigg@tempemechanical.net	ejones@midstatemechanical.com
	TOTAL WORK CATEGORY PACKAGE VALUE	**$737,661**	**$748,060**	**INCOMPLETE**	**DECLINED**	**DECLINED**
109	Furnish and install (11) wall cleanouts	Yes	Yes	No		
110	Furnish and install (5) surface and floor cleanouts	Yes	Yes	No		
111	Furnish and install (2) reducing back flow preventers	Yes	Yes	No		
112	Insulating hot water piping only	Yes	Yes	No		
113	Furnish and install (2) air filters	Yes	Yes	No		
114	Furnish and install (2) air regulators and pressure gauges	Yes	Yes	No		
115	Furnish and install (4) plumbing shut off valves and panels	$500	$500	$500		
116	Excludes roof drains	Yes	Yes	Yes		
117	Excludes welding booth and welding booth piping	Yes	Yes	Yes		
118	Provide all anchors and epoxy required for the installation of the equipment	Yes	Yes	Yes		
119	O&M's per specification section 01730	Yes	Yes	Yes		
120	Spare Parts per the Specifications	$1,175	Yes	Yes		
121	Testing days/trips included:	Yes	Yes	Yes		
122	Startup days/trips included:	Yes	Yes	Yes		
123	Additional Warranty per Spec	$3,500	$3,375	Yes		
124	COVID-19 Scope Items					
125	Proposal includes CDC, Federal, State and Local OSHA guidelines for COVID-19.	Yes	Yes	Yes		
126	Your proposal shall include all productivity, schedule, and other impacts to cost and schedule.	Yes	Yes	Yes		
127	All personnel onsite must maintain 6'0" spacing between personnel and shall have facemasks on at all times that align with CDC, Federal, State or Local OSHA guidelines for COVID-19.	Yes	Yes	Yes		
128	Work activities that require personnel to be closer than 6'0" must have a plan presented and approved by McCarthy before work activity commences. Work activities within 6'0" shall also include the appropriate masks and PPE while performing the work.	Yes	Yes	Yes		
129	All tools and equipment used must be sanitized each day.	Yes	Yes	Yes		
130	Personnel must comply with all hand washing and sanitizing requirements set by McCarthy.	Yes	Yes	Yes		
131	Subcontractors with onsite trailers must sanitize trailer interior high contact areas and restroom facilities daily. Subcontractors must have a plan approved by McCarthy to maintain 6' social distancing within the trailer as required by the AHJ.	Yes	N/A	N/A		
132	Personnel are not allowed to carpool to the site or while onsite.	Yes	Yes	No		
133	Any personnel reporting symptoms must be immediately reported to McCarthy and follow the appropriate testing and quarantine protocols.	Yes	Yes	Yes		
134						
135	End of Scope					
136	Bond/CDI Cost	$0	$14,668	$6,785		
	TOTAL WORK CATEGORY PACKAGE VALUE	**$737,661**	**$748,060**	**$444,551**		

6225 N 24th Street, Suite 200 Phoenix, AZ 85016 (480) 449-4700 www.mccarthy.com

Date: 4/7/2021

To: McCarthy Building Companies, Inc

Attn: Austin Hancock

Re: City of Chandler - WRF Improvements

We are pleased to submit a proposal on the above referenced project. Our prices are valid for 30 days unless written approval is obtained from McCarthy Building Company prior to expiration. This proposal contains the following items and is assumed the HVAC and Plumbing design to follow the Agency Review Drawings and Specifications dated March 2021.

Scope: Mechanical: Maintenance Building

- Fabricate and install all Ductwork per SMACNA Standards with inner liner insulation
  - Galvanized Ductwork
  - Excludes pre-primed or Paintlock ductwork
- Furnish and install (2) Evaporative Cooler (Approx. 84,000 CFM)
  - Single Wall Painted Galvanized Construction & Stainless Steel Wet Section Components
  - Excludes housekeeping pad
- Furnish and install (1) Split System Air Conditioning Unit (Approx. 790 CFM)
  - Furnish and install pre-insulated soft rolled ACR line set
  - Excludes housekeeping pad
- Furnish and install (1) Packaged Heat Pump Unit (Approx. 2400 CFM)
  - Excludes housekeeping pad
- Furnish and install (1) Ceiling Mounted Exhaust Fans (Approx. 500 CFM)
  - Ductwork to be Galvanized
- Furnish and install (Approx. 36) Diffusers, Grilles & Registers
- Furnish and install (Approx. 1) Louvers
- Controls to be stand-alone thermostats (excludes integration to BAS controls and SCATA)
- Potable Water to Evaporative cooler to be Copper Type L pipe and wrought copper fittings
- Evaporative Cooler drains to be Copper Type M pipe and wrought copper fittings
  - Drain to grade
- Excludes furnishing smoke detectors and wiring of smoke detectors
- Excludes fabricated structural supports
- Test, Adjusting, and Balancing
- BIM
- Daily clean-up

Mechanical Maintenance Building: **$ 409,143**
Add 15% material & equipment escalation $ 44,865

Scope: Mechanical: Sludge Holding

- Fabricate and install all Ductwork per SMACNA Standards with inner liner insulation
  - Aluminum Ductwork
  - Excludes pre-primed or Paintlock ductwork
- Furnish and install (1) Evaporative Cooler (Approx. 17,000 CFM)
  - Single Wall Painted Galvanized Construction & Stainless Steel Wet Section Components
  - Excludes housekeeping pad
- Furnish and install (1) Split System Air Conditioning Unit (Approx. 790 CFM)
  - Furnish and install pre-insulated soft rolled ACR line set
  - Excludes housekeeping pad
- Furnish and install (1) Air Conditioning Unit (Approx. 6000 CFM)
  - Excludes housekeeping pad
- Furnish and install (Approx. 12) Diffusers, Grilles & Registers
- Furnish and install (Approx. 4) Louvers
- Potable Water to Evaporative cooler to be Copper Type L pipe and wrought copper fittings
  - Assumes civil contractor to provide potable water no further than 5 FT from equipment
- Evaporative Cooler drains to be Copper Type M pipe and wrought copper fittings
  - Drain to grade
- Controls to be stand-alone thermostats (excludes integration to BAS controls and SCATA)
- Excludes furnishing smoke detectors and wiring of smoke detectors

Arizona Contractors License Nos. 080911-004, 080910-003; Nevada Contractors License Nos. 006125, 0011780; New Mexico Contractors License no. 019326
Ari Conditioning & Refrigeration License No. 138400; Plumbing License No. 251222

- Excludes Concrete Encasement of all Pipe Systems
- Excludes fabricated structural supports
- Test, Adjusting, and Balancing
- BIM
- Daily clean-up

Mechanical Sludge Holding: **$ 185,137**
Add 15% material & equipment escalation $ 18,846

Scope: Mechanical: Blower Building

- Make-safe and demo of existing (5) Side Mounted Exhaust Fans
  - Excludes patch back of existing openings
- Furnish and install (5) Wall Mounted Exhaust Fans (Approx. (2) 5000 CFM, (2) 5,250 CFM, & (1) 6200 CFM)
  - Saw Cut of Wall
- Controls to be stand-alone thermostats (excludes integration to BAS controls and SCATA)
- Test, Adjusting, and Balancing
- Daily clean-up

Mechanical Blower Building: **$ 53,414**
Add 15% material & equipment escalation $ 2,851

Mechanical Equipment Clarifications:

- Includes Spare Parts per Specification
- Includes (1) Startup Assistance Visit and (1) Training Visit per Equipment Manufacturer
- Includes a five year parts and one year labor warranty for the Air Conditioning Unit compressor, refrigerant system and coils. With the exception of those components, we are including one year of warranty for all work, material and equipment.

Scope: Plumbing: Maintenance Building

- Underground Sanitary to be Sch 40 PVC pipe and fittings
- Aboveground Sanitary to be Sch 40 PVC pipe and fittings
- Underground Domestic Water system to be Copper Type "K" pipe and wrought copper fittings
- Aboveground Domestic Water system to be Copper Type "L" pipe and wrought copper fittings
  - Domestic Hot Water to be insulated with 1" mineral-fiber insulation
- Compressed Air to be Copper Type "L" pipe and wrought copper fittings
- Domestic Water to Evaporative cooler to be Copper Type L pipe and wrought copper fittings
- Evaporative Cooler drains to be Copper Type M pipe and wrought copper fittings
  - Drain to grade
- Condensate drains to be Copper Type M pipe and wrought copper fittings
  - Drain to grade
- Commercial Grade Equipment
  - Furnish and install (1) Air Compressor
  - Furnish and install (1) Air Dryer
  - Furnish and install (2) Pressure Reducing Valves
  - Furnish and install (1) Water Heater
  - Furnish and install (1) Circulation Pump
  - Furnish and install (1) Expansion Tank
  - Furnish and install (1) Sand/Oil Separator
- Commercial Grade Plumbing Fixture
  - Furnish and install (1) Electric Drinking Fountain
  - Furnish and install (1) Ice Maker
  - Furnish and install (2) Lavatories
  - Furnish and install (1) Sink
  - Furnish and install (1) Mop Sink
  - Furnish and Install (2) Water Closets
  - Furnish and install (2) Shower Heads and Valves
  - Furnish and install (2) Shower Drains
  - Furnish and install (4) Hose Bibbs
  - Furnish and install (4) Hose Reels
  - Furnish and install (1) Compressed Air Quick Coupling
  - Furnish and install (28 LF) of Trench Drain
    - Floor Drains and Sinks provided with Trap Guard
  - Furnish and install (3) Floor Drains
  - Furnish and install (3) Floor Sink
- Daily clean-up

Arizona Contractors License Nos. 080911-004, 080910-003; Nevada Contractors License Nos. 006125, 0011780; New Mexico Contractors License no. 019326
Ari Conditioning & Refrigeration License No. 138400; Plumbing License No. 251222

- Excludes Concrete Encasement of all Pipe Systems
- Excludes Welding Booth and Welding Booth Piping
- Excludes Roof Drains

Plumbing Maintenance Building:	**$ 208,153**
Add 15% material & equipment escalation	$14,060

Exclusions: Taxes, escalation costs, development fees, engineering, permits, bond, Davis-Bacon wages, 6 day work week & over-time, Storm Drain System, Grease Waste System, Medical Gas System, Medical Vacuum System, Medical Air System, roof patch, wall patch, concrete x-ray, concrete pour back & patch, electrical wiring, hard dig, import/export of backfill materials, temporary water, waterproofing, firestop, restroom accessories, kitchen equipment including hood, painting, fire protection, LEED accreditation, splash blocks, T-Rating, heat tracing wire, temporary jobsite trailer hook-up, r/o system, site water meter and backflow preventer, piping beyond 5' out from building.

Please call if you have any questions.

Respectfully,

Tyler Cordon
MEP Estimator

Arizona Contractors License Nos. 080911-004, 080910-003; Nevada Contractors License Nos. 006125, 0011780; New Mexico Contractors License no. 019326
Ari Conditioning & Refrigeration License No. 138400; Plumbing License No. 251222

Chandler WRF Improvements Project

GMP 2 Work Category Solicited Subcontractors Summary

Work Category: **16A Electrical, Instrumentation, and Controls**

Subcontractor/Supplier Name	***Status***
Ludvik Electric	*Recommended*
Wilson Electric	*Proposed*
Sturgeon Electric	*Proposed*

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **16A - Electrical, Instrumentation & Controls**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	**Ludvik Electric**	Wilson Electric	Sturgeon Electric		
		Kelvin Ng	Tim Hunt	Jack Park		
		602-777-5023	602-910-9406	602-819-9110		
		KNg@Ludvik.com	Thunt@WilsonElectric.net	JPark@MYRGroup.com		
	TOTAL WORK CATEGORY PACKAGE VALUE	**$5,828,369**	**$6,997,608**	**$8,139,090**		
	MCCARTHY SUBCONTRACT & FRONT END TERMS					
1	Compliant with McCarthy Front Ends	Yes	Yes	Yes		
2	Bid Submitted on McCarthy Bid Form	Yes	Yes	Yes		
3	Bid Bond Included with Bid (if over $250k Sub/$500k Supplier)	Yes	Yes	Yes		
4	Current Bank Reference Letter that shows Subcontractor or Vendor is in good standing.	Yes	Yes	Yes		
5	Surety Company	Hartford Fire Insurance Agency	Hartford Accident and Indemnity Company	Liberty Mutual Insurance Company		
6	Surety AM Best Rating (Must be A- or Better)	A+	A+	A		
7	AM Best Financial Size X($500M to $750M) or higher	XV $2B +	XV $2B +	XV $2B +		
8	Anticipated contract amount is less than the Federal UW Limit as listed on the Treasury Listing	Yes	Yes	Yes		
9	Bond/CDI Cost	0.800%	1.000%	0.650%		
10	Included Insurance Requirements (Per Matrix)	Yes	Yes	Yes		
11	GL Insurance Company Name	The Phoenix Insurance Company	Arch Insurance Company	Zurich		
12	GL Insurance Carrier AM Best Rating (Must be A- or Better)	A++	A+	A+		
13	PRL Insurance (If required by the Front Ends)	Yes	Yes	Yes		
14	Pollution Insurance (If required by the Front Ends)	Yes	Yes	Yes		
15	Tier 1 Approved	In review	Approved	In review		
16	Tier 2 Approved	In review	In review w/ risk	In review		
17	Agrees with McCarthy Subcontract Agreement Terms	No - Markups	Wilson Reviewing	No - Markups		
18	Safety Items:	Yes	Yes	Yes		
19	OSHA Recordable Incident Rate (Current)	.27	.99	0		
20	Agrees to comply with PPE requirements including 100% glove policy	Yes	Yes	Yes		
21	Acknowledges updated ladder policy (platform ladders)	Yes	Yes	Yes		
22	Task Hazard Analysis included for all tasks	Yes	Yes	Yes		
23	Tie-off above 6' required	Yes	Yes	Yes		
24	Includes Hoisting for Sub's Own Work Scope	Yes	Yes	Yes		
25	Acknowledges Soils Report	Yes	Yes	Yes		
26	Acknowledges Addenda	Yes	Yes	Yes		
27	Hold Bid for 150 Days	Yes	Yes	2wks - Exp 4/23		
28	Pricing good for the duration of the project	Yes	Yes	Labor yes, Matl. No		
29	Sales Tax Included	Gross Receipts	Gross Receipts	Gross Receipts		
30	**COVID-19 Market Questions**					
31	How has your work program been impacted by the COVID-19 situation? % of work stopped or delayed by more than 2 weeks?	No	No	No		
32	Have you had any future work opportunities canceled or delayed? What % of your future sales are projected to be impacted by COVID-19?	No	No	No		
33	Are you suffering productivity loss that is impacting the ability to complete work on time?	No	No	No		
34	Have you had any difficulty with employees not wanting to come to work because of the risk of infection?	Yes - office. Resolved now.	No	No		
35	Have you experienced any unusual voluntary turnover as a result of COVID-19?	No	No	No		
36	Have you had to furlough or make a reduction in staff or go to a reduced workweek as a result of COVID-19 market conditions?	No	No	Yes, furlough some training dept.		
37	Have you experienced and/or do you anticipate any issues with existing suppliers or vendors?	Not COVID related	No	Yes - Siemens. Should be overcome now		

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **16A - Electrical, Instrumentation & Controls**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	**Ludvik Electric**	Wilson Electric	Sturgeon Electric		
		Kelvin Ng	Tim Hunt	Jack Park		
		602-777-5023	602-910-9406	602-819-9110		
		KNg@Ludvik.com	Thunt@WilsonElectric.net	JPark@MYRGroup.com		
	TOTAL WORK CATEGORY PACKAGE VALUE	**$5,828,369**	**$6,997,608**	**$8,139,090**		
38	Do you have any overseas suppliers that may be impeding your supply chain?	No	Yes - Some gear and PVC Coated Conduit items & resin	No		
39						
40	Per Plans & Specifications as follows:	Yes	Yes	Yes		
41	Division 1 as it relates to this scope of work	Yes	Yes	Yes		
42	03600 - Grout - as it applies to this scope of work	By WC 03A	By WC 03A	By WC 03A		
43	05051 - Anchor bolts, toggle bolts, and concrete inserts as applies to scope	Yes	Yes	Yes		
44	07840 - Firestopping - as it applies to this scope of work	Yes	Yes	Yes		
45	07900 - Joint Sealers - as it applies to this scope of work	Yes	Yes	Yes		
46	13110 - Cathodic Protection System - as it applies to this scope of work	Yes	Yes	Yes		
47	13128 - Electric Operator - as it applies to this scope of work	Yes	Yes	Yes		
48	13447 - Electric Motor Actuators - as it applies to this scope of work	Yes	Yes	Yes		
49	Division 16	Yes	Yes	Yes		
50	Division 17	Yes	Yes	Yes		
Scope of Work						
Base Bid:		$4,900,600	$6,922,040	$8,062,243		
51	Provide all labor, materials, tools, equipment and appurtenances as required to perform the Work Category 16A Electrical, Instrumentation and Controls, in accordance with and reasonably inferable from the Contract Documents, complete and without exception unless otherwise noted below, including, but not limited to the following:	Yes	Yes	Yes		
52	Check to Spec completed and submitted to McCarthy with all submittals	Yes	Yes	Yes		
53	1 year warranty from Final Acceptance (Aug 2023)	Yes	Yes	Yes		
54	Temporary electrical connections for trailers and site power as defined in the front ends, line item 44.	Yes	Yes	Yes		
55	De-energize, make safe and demolish electrical items to allow for structural demolition.	Yes	Yes	Yes		
56	Relocation, and demolition of electrical and controls items as defined in the contract documents. Take care not to damage items in the demolition process and turn over items as outlined in the contract documents.	Yes	Yes	Yes		
57	De-term, removal and reinstallation of light poles at AWRF Filters and OWRF SHT Structure. Concrete bases will be by WC03A	$28,700	Yes	Yes		
58	De-term, new conductors and conduit for Airport filter deck light poles	$12,100	Yes	Yes		
59	Temporary electrical and controls as required to maintain a fully operational, automated system. Inclusive of, but not limited to the AWRF MCC-AER feeders, OWRF Anoxic, OWRF Blower MCC and OWRF Reservoir Ductbank Relocation.	Yes - to the extent shown in the CD's	Yes	Yes		
60	Includes MCC gutter/side car boxes for AWRF MCC-AER to accomplish bottom entry to the mains and maintain UL listing.	Yes - directly into MCC, not a dedicated gutter/box	Yes	Yes		
61	Includes crews and overtime cost to perform the OWRF Anoxic/Blower MCC/Clarifier MOPO work during the 2/1/22 - 3/31/22 window.	$50,000	Yes	Yes		
62	Electrical Gear Vendor	Eaton	Eaton	Eaton		
63	Blower Building MCC-449-001/002 Replacement Cost	$252,862	Incl.	Incl.		
64	Blower Building MCC-449-001/002 Cost from 45-150 days	$62,625	Incl.	Incl.		
65	Temp Blower Building MCC Cost	-$375,200	N/A	-$225,000		
66	Lock out tag out (LOTO) Safety Program	Yes	Yes	Yes		
67	Development and approval of Electrical MOPO plans prior to any MOPO work proceeding.	Yes	Yes	Yes		
68	Any extended warranties as required by the individual Contract Documents or provided by manufacturers are to be included.	Yes	Yes	Yes		

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **16A - Electrical, Instrumentation & Controls**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	**Ludvik Electric**	Wilson Electric	Sturgeon Electric		
		Kelvin Ng	Tim Hunt	Jack Park		
		602-777-5023	602-910-9406	602-819-9110		
		KNg@Ludvik.com	Thunt@WilsonElectric.net	JPark@MYRGroup.com		
	TOTAL WORK CATEGORY PACKAGE VALUE	**$5,828,369**	**$6,997,608**	**$8,139,090**		
69	Shop drawings, duct bank lay drawings, and all other required submittal packages associated with the scope of work.	Yes	Yes	Yes		
70	BIM/VDC coordination files/models/documents and coordinate location of all equipment/materials with other trades, including below grade and in-slab conduits/duct banks. ALL electrical work regardless of size shall be modeled.	Yes	Yes	Yes		
71	All material handling and hoisting for scope of work including unloading, organizing, storage, transport of equipment/materials from staging area to place of installation.	Yes	Yes	Yes		
72	Perform preventative maintenance of all electrical equipment including equipment provided by others. Submit maintenance reports on a weekly basis, as applicable.	Yes	Yes	Yes		
73	All sleeves, core drilling, saw cutting, asphalt cutting, link seal, and fire caulking related to scope of work. All existing surfaces will require restoration to original condition including paving, painting, etc.	Yes	Yes	Yes		
74	All grouting & dry packing associated with electrical and controls installation.	By WC 03A	By WC 03A	By WC 03A		
75	All supports, hardware, etc. required as specified to mount the electrical/control equipment being provided and provided with other work packages.	Yes	Yes	Yes		
76	Comply with requirements of Hazardous Classifications as required and outlined in Contract Documents.	Yes	Yes	Yes		
77	Furnish new seal off's for all conduits in hazardous areas. Reference E-3.37 Note 4.	Yes	Yes	Yes		
78	All required excavation, backfill, compaction to sub grade, and asphalt as necessary for the ductbank installation.	Yes	Yes	$53,000		
79	Integrally colored concrete for ductbanks (mixed at batch plant).	Yes	Yes	Yes		
80	Ductbank reinforcement as defined in the contract documents.	Yes	Yes	Yes		
81	Electrical manhole/pull boxes, and grounding; additional manholes/ hand holes for a code compliant system.	Yes	Yes	Yes		
82	Mandreling of conduits including maintaining a log.	Yes	Yes	Yes		
83	Trench plating of open trenches for roadways associated with scope of work.	Yes	Yes	Yes		
84	Spare conduits and future conduits are included with mule tape and any other requirements.	Yes	Yes	Yes		
85	Complete conduit routing including but not limited to switchgear, motor control centers, variable frequency drives, panel boards, disconnects, and local emergency stops. Coordinate top vs. bottom entry to maintain UL listing.	Yes	Yes	Yes		
86	Complete all conduit routing to all mechanical equipment and control equipment as required.	Yes	Yes	Yes		
87	HVAC Wiring	Yes	Yes	Yes		
88	HVAC Controls Wiring	By WC 15B	By WC 15B	By WC 15B		
89	Receive, store, and install all Vendor provided panels, equipment, instruments, etc.	Yes	Yes	Yes		
90	Panel Vendor (Name of Company)	Vertech	RDC/Alliance/Prime	Keller		
91	I&C Sub (If different from above)	Vertech	RDC/Alliance/Prime	Keller		
92	Programmer (If different from above)	Vertech	RDC/Alliance/Prime	Keller		
93	Install, anchor, and test all Switchgear, Transformers, Motor Control Centers, VFD's, Disconnects, Panel Boards, PLC Cabinets, RIO Cabinets, Control Panels that are not skid mounted.	Yes	Yes	Yes		
94	Local Emergency Stops as required.	Yes	Yes	Yes		
95	Includes lighting package	Yes	Yes	Yes		
96	All deflection and expansion fittings as required.	Yes	Yes	Yes		

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **16A - Electrical, Instrumentation & Controls**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	Ludvik Electric	Wilson Electric	Sturgeon Electric		
		Kelvin Ng	Tim Hunt	Jack Park		
		602-777-5023	602-910-9406	602-819-9110		
		KNg@Ludvik.com	Thunt@WilsonElectric.net	JPark@MYRGroup.com		
	TOTAL WORK CATEGORY PACKAGE VALUE	**$5,828,369**	**$6,997,608**	**$8,139,090**		
97	Classified area seal off's: I. A detailed conduit seal-off plan identifying all seal-off locations shall be submitted to CMAR prior to installation of conduits. ii. A mock up of a seal off shall be completed, reviewed and approved by AHJ, CMAR, and Owner/Engineer prior to installing any seal-off's. Mock up shall demonstrate: iii. Conduit entry/exit through a concrete slab and masonry wall with seal-off being the first fitting. iv. Seal-off shall be 40% fill rated – wire fill must not exceed rating of seal-off. v. Seal-off shall be rated for the orientation it will be installed (horizontal or vertical). vi. Seal-off shall have conductor installed and separated to ensure full encasement by Chico sealing compound. If utilizing multiconductor cable that is not rated for classified spaces, outer jacked shall be stripped off at the seal-off location and wires separated to ensure full encasement by sealing compound. vii. Packing of seal-off. viii. Pouring of seal-off.	Yes	Yes	Yes		
98	Prior to pouring any seal-off, submit an inspection request to AHJ, CMAR and Owner/Engineer	Yes	Yes	Yes		
99	Includes 480V field disconnects for all MOV's/Actuators per RFI #23 response.	Yes	Yes	Yes		
100	Includes new conduits/ductbank from Blower Building to Secondary Clarifiers per RFI #49 response.	Yes	Yes	Yes		
101	Includes conduits/ductbank via EHH-10 at the OWRF filters per RFI #50 response.	Yes	Yes	Yes		
102	Acknowledges existing SHT MCC-610-001/002 breaker sizing per RFI # 51 response (500AT/600AF in lieu of 600AT/800AF).	Yes	Yes	Yes		
103	Lightning protection system with master label per RFI #55 response (SHT and SHT Blower Building).	Yes	Yes	Yes		
104	Per RFI #56 response, is OCAL or RobRoy being provided? Acknowledges that same manufacturers products will be used exclusively and not mixed and matched.	OCAL	OCAL	Yes - Not sure on which will be chosen		
105	Coordination with process piping, & mechanical equipment vendors, for a completely integrated electrical and instrumentation system.	Yes	Yes	Yes		
106	All electrical/instrumentation racks.	Yes	Yes	Yes		
107	Termination of all electrical equipment and instrumentation.	Yes	Yes	Yes		
108	Layout of electrical equipment, control panels, and PLC's equipment pads. Pads will be formed and poured by others.	Yes	Yes	Yes		
109	Temporarily tag all control wiring at final destination.	Yes	Yes	Yes		
110	Equipment tags, and signage as required.	Yes	Yes	Yes		
111	Obtain all permits necessary for performance and completion of the work.	Yes	Yes	Yes		
112	Develop conductor and conduit schedule. Coordinate with I&C contractor to ensure proper quantity of conductors are installed.	Yes	Yes	Yes		
113	On-site supervision for all concrete pours, including off hour pours if applicable.	Yes	Yes	yes		
114	Temporary warning and instructional signage as required.	Yes	Yes	Yes		
115	Temporary panel schedules will be installed and updated during the project.	Yes	Yes	Yes		
116	Infrared Panel Scanning of Panelboards per Spec 16470 3.4D	$4,800	Yes	Yes		
117	Fire Alarm Scope of work as defined in the contract documents, including coordination of inspections and AHJ permit approval.	Yes	Yes	Yes		
118	Furnish and install sunscreens for as required for this work category.	Yes	Yes	Yes		
119	All field instruments and devices.	Yes	Yes	Yes		
120	DCS system per spec 17451, including upgrades to the Distributed Control System to integrate the new AWRF disc filters to the existing SCADA System.	$489,340	Yes	$190,000		
121	SCADA System Programming	Yes	Yes	Yes		

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **16A - Electrical, Instrumentation & Controls**

GMP Date: **5/4/2021 Rev 6/21/2021**

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	TOTAL WORK CATEGORY PACKAGE VALUE	**$5,828,369**	**$6,997,608**	**$8,139,090**		
122	Includes all new PLC cabinets as defined in the contract documents. Coordinate component spacing with manufacturers recommendations for overall cabinet sizing, including 10% spare space. Coordinate cabinet sizing with room size, layout and door ways.	Yes	Yes	Yes		
123	Includes new ethernet cabinets, ethernet cables, terminations, switches and fiber converters.	Yes	Yes	Yes		
124	Project Start Up - Electrical Subcontractor will designate a startup person whose sole responsibility will be to work with McCarthy startup team during all phases of startup. This person will have the authority to direct the Electrical Subcontractor's field personnel to assist in any portion of the startup process. This will be for the entire phase of the startup schedule. This will include submission of startup plans and test and source data.	Yes	Yes	Yes		
125	Coordination of loop verification during startup process.	Yes	Yes	Yes		
126	Continuity testing of all conductors and cabling as required. Includes Megger testing of all power conductors #12 AWG and larger. Create, update, and submit updates in a log to CMAR.	Yes	Yes	Yes		
127	NETA testing as defined in spec 16920 - 3.1.	Yes	Yes	Yes		
128	Electrical contractor will coordinate all AHJ inspections with McCarthy.	Yes	Yes	Yes		
129	Complete point to point checkout of all power, control, analog, discrete wiring and submission reports to McCarthy startup team prior to any startup of equipment or systems. Third Party Grounding verification will be submitted to McCarthy prior to energize of any electrical equipment.	Yes	Yes	Yes		
130	All Equipment grounding/bonding including dedicated ground conductor per conduit in accordance with spec 16170.	Yes	Yes	Yes		
131	All breakers to be tested prior to commissioning - per spec.	Yes	Yes	Yes		
132	Required testing power source.	Yes	Yes	Yes		
133	Pre-testing of all instruments and equipment prior to any formal Owner/Engineer witnessed testing.	Yes	Yes	Yes		
134	Develop and maintain instrument calibration log and provide to McCarthy as requested.	Yes	Yes	Yes		
135	Develop and continually update master I/O list. Initial I/O list to be submitted within 30 days of contract execution.	Yes	Yes	Yes		
136	I/O testing plan including a completed end to end test (CEET) plan.	Yes	Yes	Yes		
137	Factory Acceptance Testing (FAT) as required.	Yes	Yes	Yes		
138	Spare parts and tools.	Yes	Yes	Yes		
139	Maintain as-builts for the EIC scopes of work in the project electronic planroom.	Yes	Yes	Yes		
140	Short Circuit, Coordination Study, and Arc Flash Hazard Report per spec 16951. Includes set up of new breakers and devices per the study and existing breakers that may be modified or have load added to them as a result of this project. This also includes programming and testing of MV protective relays.	Yes	Yes	Yes		
141	Provide lifting lugs for proper installation	Yes	Yes	Yes		
142	Provide structural and anchorage calculation sealed by a registered structural engineer in the state of Arizona as it applies to this scope of work.	Yes	Yes	Yes		
143	Provide all anchors and epoxy required for the installation of the equipment	Yes	Yes	Yes		
144	City of Chandler approved panel vendor - reference RFI #85 response	Yes	Yes	Yes		
145	Temporary protection & enclosure	Yes	Yes	Yes		
146	Preventative maintenance	Yes	Yes	Yes		
147	O&M's per specification section 01781	Yes	Yes	Yes		
148	Training per specification 01821	Yes	Yes	Yes		
149	Spare Parts per the Specifications	Yes	Yes	Yes		
150	Manufactures Services	Yes	Yes	Yes		
151	Performance testing: Per Spec	Yes	Yes	Yes		
152	Additional Warranty per Spec	Yes	Yes	Yes		
153	EIC Supervision and Support	$200,000	N/A	N/A		
154	EIC Work Category Support	$30,000	$30,000	$30,000		

Project Name: Chandler WRF Improvements
Project No. WW1901.401

Work Category: **16A - Electrical, Instrumentation & Controls**

GMP Date: **5/4/2021 Rev 6/21/2021**

Recommended

	COMPANY INFORMATION	**Ludvik Electric**	Wilson Electric	Sturgeon Electric		
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		KNg@Ludvik.com	Thunt@WilsonElectric.net	JPark@MYRGroup.com		
	TOTAL WORK CATEGORY PACKAGE VALUE	**$5,828,369**	**$6,997,608**	**$8,139,090**		
155	OWRF Filter Ductbank WCS - North Side of filters have light poles, receptacles, flow meter, and feeders for filter #4.	$20,000	$20,000	$20,000		
156	AWRF Filter Ductbank WCS - South side of filters 1-8 has two j-boxes with twisted/shielded pairs and 277/480v feeders that likely go to the deck mounted panelboards. The ductbank that feeds the j-boxes and panels needs to be relocated to allow for the 12" BWW line to be installed.	$20,000	$20,000	$20,000		
157	Travel to Gear Manufacturer WCS - Two trips to Eaton factories in North Carolina and Vermont to check on MCC/Elect. Gear fabrication. Ensures we are on track for the 2 month MOPO window at OWRF.	$7,500	$7,500	$7,500		
158	Electrical Material Escalation	$100,000	Incl.	N/A		
159	MCC-TH2 Temporary Provisions	$50,000	Incl.	Incl.		
160	**GMP 1 Early Demo**	-$21,215	-$21,215	-$21,215		
161	**GMP 1 Early Submittals**	-$50,000	-$50,000	-$50,000		
162	COVID-19 Scope Items					
163	Proposal includes CDC, Federal, State and Local OSHA guidelines for COVID-19.	Yes	Yes	Yes		
164	Your proposal shall include all productivity, schedule, and other impacts to cost and schedule.	Yes	Yes	Yes		
165	All personnel onsite must maintain 6'0" spacing between personnel and shall have facemasks on at all times that align with CDC, Federal, State or Local OSHA guidelines for COVID-19.	Yes	Yes	Yes		
166	Work activities that require personnel to be closer than 6'0" must have a plan presented and approved by McCarthy before work activity commences. Work activities within 6'0" shall also include the appropriate masks and PPE while performing the work.	Yes	Yes	Yes		
167	All tools and equipment used must be sanitized each day.	Yes	Yes	Yes		
168	Personnel must comply with all hand washing and sanitizing requirements set by McCarthy.	Yes	Yes	Yes		
169	Subcontractors with onsite trailers must sanitize trailer interior high contact areas and restroom facilities daily. Subcontractors must have a plan approved by McCarthy to maintain 6' social distancing within the trailer as required by the AHJ.	Yes	Yes	Yes		
170	Personnel are not allowed to carpool to the site or while onsite.	Yes	Yes	Yes		
171	Any personnel reporting symptoms must be immediately reported to McCarthy and follow the appropriate testing and quarantine protocols.	Yes	Yes	Yes		
172						
173	End of Scope					
174	Bond/CDI Cost	$46,257	$69,283	$52,562		
	TOTAL WORK CATEGORY PACKAGE VALUE	**$5,828,369**	**$6,997,608**	**$8,139,090**		

08-19-2014 Rev.
Front Ends

BID PROPOSAL

Date April 9, 2021

Bid Proposal of * Ludvik Electric Co. (hereinafter called "Bidder")

a ** Corporation organized and existing under the laws of the State of

Colorado.

* Insert name of firm.
** Insert corporation, partnership, or individual, as applicable.

(INSERT OWNER'S ADDRESS)
TO: McCarthy Building Companies, Inc.
6225 North 24th Street, Suite 200
Phoenix, Arizona 85016

The Bidder, in compliance with your Invitation for Bids for the construction of Chandler Water Reclamation Facility Improvements having examined the Contract Documents entitled City of Chandler, Chandler WRF Improvements Project, and other related documents and being familiar with the site of the proposed work, and with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, and the progress of work to date, if any, hereby proposes to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, superintendence, perform all work, provide all services, and to construct all work in accordance with the Contract Documents set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required.

The Bidder shall attach a copy of Bidders' detailed estimate to its Bid Proposal. This estimate shall identify all quantities shown in the documents or anticipated along with corresponding labor, material and equipment pricing.

After Bid Proposals are received, tabulated, and evaluated by McCarthy, said Bidder agrees to meet with McCarthy for the purpose of determining any duplications, omissions, or mutually agreed bid adjustments. For these meetings, the Bidder agrees to provide a complete, detailed cost breakdown; a list of all sub-subcontractors proposed for use in the work; and a list of all items, materials and their manufacturers proposed for use in the work.

The Bidder, if awarded a Subcontract, agrees to commence work and to fully complete its Work in accordance with a schedule to be established in collaboration with McCarthy under the provisions of the Additional Subcontractor Conditions of the Specifications.

The Bidder acknowledges receipt of the following Addenda: 1 through 4

BASE BID:

The Bidder agrees to perform all Electrical, Instrumentation, and Controls (herein insert the title of the Work Category as it appears in the Additional Subcontractor Conditions) Work for Work Category No: 16A, as described in the Contract Documents, for the Lump Sum of Four Million, Nine Hundred Thirty-Nine Thousand , Eight Hundred and Five DOLLARS ($ 4,939,805.00).

BID BREAKDOWN:

Airport WRF Total Amount		$ 1,843,500.00
-	Aeration Basin	$ N/A .
-	Blower Piping	$ 27,800.00 .
-	Blower Ductbank	$ 401,900.00 .
-	Filters	$ 871,300.00 .
-	Maintenance Bldg	$ 542,500.00 .
Ocotillo WRF Total Amount		$ 3,057,100.00
-	Aeration/Anoxic	$ 827,400.00 .
-	RAS/WAS PS	$ 294,000.00 .
-	Clarifiers 1& 2	$ 154,400.00 .
-	Filters	$ 620,700.00 ..
-	MCC Replacement	$ 887,800.00 ..
-	Reservoir	$ 272,800.00 ..
-	Roads/Sitework	$ N/A ..

Performance & Payment Bond Cost *(If Applicable)* $ 39,205.00

Total Subcontract Amount $ 4,939,805.00

The name of the proposed Bonding Company is Hartford Fire Insurance Agency

Bond rate 8/10 of 1 %

All applicable taxes, except sales and use taxes on materials and equipment which are affixed and made a part of the real estate of the Project, are included in the above Base Bid. Bidder agrees that this Bid Proposal shall be good and may not be withdrawn unless McCarthy does not send Bidder a Subcontract within one hundred ~~twenty (160) calendar days~~ fifty (150) calendar days after the opening date of Bid Proposals.

(Amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

ALTERNATES:

The Bidder further agrees that if any or all of the Alternates listed and described below are incorporated and accepted within sixty (60) calendar days after receipt of a Subcontract from McCarthy, the Bidder will adjust its Subcontract by the amount indicated opposite the Alternates listed below.

ALTERNATE NO. 1: Filter Disc in Basin 7 Installation:

ADD the sum of $ 92,600.00 + Bond .

ALTERNATE NO. 2: Clarifier 3 Rehabilitation

ADD the sum of $ 47,500.00 + Bond .

ALTERNATE NO. 3: Sludge Holding Tank and Blower Bldg No. 2

ADD the sum of $ 1,063,300.00 + Bond .

ALTERNATE NO. 4: Removal/Replacement of Diffusers in 2 Aeration Basins

ADD the sum of $ N/A .

ALTERNATE NO. 5: Delete "Temporary" scope of work required by delayed delivery of MCC-449-001/002.

DEDUCT the sum of $ 375,200.00 .

CHANGE ORDER RATES: (Add separate sheet as needed)

Markup % (on rates and material): 15% .

Position: Foreman Rate: $ 64.08 per hour .

Position: Electrician Rate: $ 44.95 per hour .

Equipment: _____ Rate: _____ .

Equipment: _____ Rate: _____ .

SAFETY RECORDS

The Bidder certifies to the following Experience Modification Rates (EMR) and Incidence Rates for the three (3) most recent years:

	Year 2018	Year 2019	Year 2020
1. Compensation Experience Modification Rate:	.69	.67	.55
2. Incidence Rate:			
(a) Number of hours employees worked in the year.	1,321,044	1,616,845.70	1,508,403.46
(b) Number of cases defined as recordable, from the OSHA Form 300 Log.	8	9	2
(c) Total Recordable Incidence Rate = (b) x (200,000 hours) / Hours Worked (a)	1.21	1.11	.27

The Bidder understands that McCarthy reserves the right to reject any or all Bid Proposals and to waive any informalities or irregularities therein.

SELECT AS APPROPRIATE

☐ The Bidder has completed the Prequalification Form together with all other required data for McCarthy's' Contractor Default Insurance Program; OR

☒ The Bidder has not completed the Prequalification Form together with all other required data for McCarthy's' Contractor Default Insurance Program because the Bidder has provided the Form and all such information to McCarthy in the past 12 months for the following project:

Confirmed on file at McCarthy and current ~~Project, which bid on:~~ _____.

RESPONSIVE BID REQUIREMENTS:

DO NOT ENCLOSE YOUR STANDARD TERMS AND CONDITIONS

If any exceptions are taken to the requirements of this Proposal form, attach a separate sheet listing those exceptions, stating the sections and paragraphs and the specific exception.	(initials)
In submitting this proposal, the Bidder certifies that this bid is valid for 150 calendar days.	(initials)
In submitting this Proposal as described herein, we agree to complete the work in accordance with the included Preliminary Construction Sequence.	(initials)
In submitting this Proposal, the Bidder certifies that all cost for extended warranties to start on the date of Substantial Completion is included.	(initials)
In submitting this proposal as described herein, we confirm that we have received, reviewed and agree to all commercial terms stated in the McCarthy Subcontract and Purchase Order Agreement. Any exception taken to the commercial terms stated in these Agreements must be listed on a separate sheet noting the article or paragraph and the specific exception. ***Bidders attached Standard Terms and Conditions will not be acknowledged or accepted as part of any given bid.***	(initials)
See attached sample McCarthy Subcontact with Ludvik mark-ups.	
In submitting this proposal as described herein, the Bidder certifies that this bid is coordinated based on a complete set of documents and that there will be no claims for change order based on the assertion that the Bidder did not have a complete set of Bidding Documents.	(initials)
See Ludvik Clarification Letter attached.	
In submitting this proposal, the Bidder certifies that they have included all spare parts, training, O & M Manuals, shop drawings and administration costs as associated to comply with the requirements of the specifications and as listed for their scope of work.	(initials)
A bid will be considered non-responsive if the Subcontractor Pre-Qualification Form is not completed as part of the Bid Form **(or on file at McCarthy office)**.	(initials)
The Bidder, by submitting their bid, represents that they have read and understand the scope requirements of the Bidding Documents.	(initials)
The Bidder certifies that any proposed materials in this scope of work meet or exceeds the requirements stated in the specifications unless noted otherwise within this proposal.	(initials)
The bidder certifies that the price listed in this bid is a firm Price through the final delivery of the materials proposed herein, and that no material escalation will be accepted as part of this proposal.	(initials)

Within fifteen (10) days after receipt by the Bidder from McCarthy of the Subcontract or Purchase Order, the Bidder will execute and return to McCarthy said Subcontract or Purchase Order and if notified from McCarthy that Bidder is not to be enrolled in McCarthy's Contractor Default Insurance Program, deliver to McCarthy Performance and Labor and Material Payment Bonds for the Subcontract or a Supply Contract Bond for the Purchase Order, or the difference between the amount of the bid and such larger amount for which McCarthy may subcontract with another party to perform the work covered by said bid, together with all court costs, all attorney fees and all other expense of recovery, all of which shall not exceed the Bid Security attached in the amount of 15% of the bid, will become the property of McCarthy. The bonds shall name McCarthy as Obligee.

If an Individual:

Authorized Signature: _____

Name (print): _____

Email: _____

Business Address: _____

_____

If a Partnership:

Authorized Signature: _____

Name (print): _____

Email: _____

Authorized Signature: _____

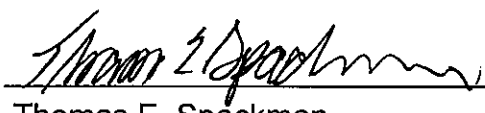
Name (print): _____

Email: _____

Business Address: _____

_____

If a Corporation:

Authorized Signature: 

Name (print): Thomas E. Spackman

Email: tspackman@ludvik.com

Title: Chief Estimator

Business Address: 1020 E. University Dr.

Phoenix, AZ 85034

Telephone (602) 777-5000

Contractor License Number: 088575 (C-11)

General Liability Insurance Carrier (not the agent): The Phoenix Insurance Company

*Please attach a sample certificate of insurance and current W9 form to your bid.

Reference: City of Chandler Water Reclamation Facility Improvements Project

Subject: **ELECTRICAL BID SCOPE CLARIFICATIONS**

1. The following items are understood to be provided by McCarthy so have not been included in our proposal:
    a. Contract sales tax, permits, utility company costs and fees.
    b. Removal of refuse from site. We will deposit refuse in your dumpster.
    c. Grouting and all formed concrete (i.e. pads, bases, curbs, etc.). Per McCarthy Front Ends Section 67, grouting is to be provided by the Concrete subcontractor.
    d. Process and mechanical connections, piping, tubing, fittings, valves, spools, etc.
    e. Stormwater Pollution Prevention Plan (SWPPP). Ludvik will comply with McCarthy's overall SWPPP for the project.
    f. Site dust control (dust control for our own excavation is included), construction water, compaction testing, and concrete testing.
    g. Toilet facilities and sanitization stations.
2. Our Bid Proposal includes the Eaton gear package, which is the only package offered in full compliance with the project design documents. Note that SQ D has offered a gear package which is lower in price, however it is incomplete and would also be subject to approval, due to deviations from the project design documents.
3. Ludvik's bid to supply MCC-449-001/002 was provided in a separate proposal as requested and is not included in this bid proposal.
4. Per coordination with Foxboro, the sole source provider for the Section 17451 DCS Equipment and Programming, they have stated that the current design does not provide sufficient information for Foxboro to provide a quote. Foxboro has stated that the existing plant control systems at AWRF and OWRF consist of a mixture of Foxboro equipment and Modicon PLCs and that the manufacturer of each existing control panels interfaced in this project must be identified and scopes of work clarified by the Engineer. Ludvik has requested this information however a response was not available at the time of bid. As such, interfaces to existing control panels for this project are assumed and based on availability of existing I/O points with any modifications to existing control panels to be provided by the Owner or determined when enough information is available. Modicon programming has been included for the new PLC at the OWRF Sludge Handing facility. All other programming is based on being provided by the Owner or determined when enough information is available.
5. Excavation, backfill, and concrete are included for underground electrical work, with rebar for ductbank portions under roads as specifically identified on the Electrical drawings.
6. Demolition of identified electrical items on the Electrical drawings is included, with "cut & make-safe" included for areas identified to be mass demoed (i.e.: OWRF Filter basins, Anoxic Basin UG ductbank section, Secondary Clarifier bridges, Finished Reservoir UG ductbank section, etc...).
7. There are drawing discrepancies regarding the conduits to equipment at the Aeration basins. To the best of our assessment based on the available information, it is our understanding that all conduits from the Blower building electrical room to equipment at the Aeration basin are existing and to be reused. No new conduits for these runs have been included.

CLARIFICATIONS: (continued)

8. As a specific conduit routing format was not identified or designated (detail) for the re-feed of equipment on the Anoxic basin from the new westside ductbank, our proposal is based on exposed conduit run overhead along the basin walkways.
9. During the 4/5/2021 bid walk at the OWRF plant the follow drawing discrepancies were noted though investigation and coordination with McCarthy and the OWRF plant electrician. As such Ludvik is basing our proposal on the following deviations:
    a. The existing conduit routing path for the primary feeders to MCC-449-001/002 from the "Existing Main Switchgear" was not able to be determined at the time of bid. Ludvik has included 500' per run for the replacement feeder conductors to be routed through existing conduits P449-101 and P449-200.
    b. Ludvik was informed that "Existing ATS-BP" shown on drawing E-3.36 was removed in a prior project is no longer present. To the knowledge of the plant Electrician, existing transformer T-BP, previously fed from ATS-BP, is now fed directly from MCC-449-001/002. As such, in lieu of new circuits P449-214 and P449-119 we have included replacement of a feeder from MCC-449-001/002 to transformer T-BP.
    c. A location for Panel LPC identified on drawing E-3.36 to be fed from Panel LPB could not be found. As such our proposal is based providing replacement feeder conductors in existing conduit LPB-28/30/32 not exceeding 200'.
10. Drawing E-3.35 indicates to stub-out a "spare" 2" conduit (conduit P449-201) however it is not indicated where to stub this conduit to. We have included this stub out 5' to just outside of the Electric room.
11. Replacement of ductbank along the south end of the existing Finish Water Reservoir is included based on conduits identified within ductbank #62 in the "as-built" drawing provided in McCarthy 3/18/2021 email. Temporary re-routing of ductbank circuits during construction is based on exposed PVC conduit re-routed from adjacent manholes to affected devices during construction. As instructed by McCarthy, cost is based on ability to re-use the existing conductors for the temporary and in the replacement ductbank.
12. The existing network topography for the individual plant Fire Alarm systems was not provided in the Bid documents. Our proposal is based on the ability to interconnect with the existing Fire Alarm systems via existing plant fiber optic network.
13. Per request by McCarthy, contingency costs have been included in our base bid to provide temporary equipment and wiring to maintain electrical service to equipment being fed from MCC-449-001/002 if new MCC delivery is delayed outside the 2/2/2022 – 4/1/2022 plant shut-down window. As instructed, temporary equipment is to be placed within the north end of the existing Aeration Blower building. Temporary raceway will be routed exposed to existing pullbox and manhole with McCarthy to provide measure for physical protection. Temporary equipment and wiring are included in accordance with regulatory codes, not per permanent installation specifications. Current lead times for the temporary equipment is 10 weeks for submittals (if submittals will be required for temporary) and 12 weeks for equipment delivery after authorization for procurement is received.
14. Both treatment plants are set up with "Main-Tie-Main" redundancy. This has clearly allowed partial shutdowns for the work to be done without temporary electrical as detailed throughout the MOPOs in Section 01012. Our proposal includes the optional temporary MCC option if needed. No other temporary electrical is identified to be needed, so none is included.

CLARIFICATIONS: (continued)

15. General temporary power is included as specified in McCarthy Front Ends Section 44 with primary power for McCarthy construction trailers at AWRF to be derived from existing breaker in MCC-RW as instructed. It is understood that construction trailer power will not be required at the OWRF site as McCarthy will be utilizing the existing "Old Admin" building as the site construction field office.
16. Electrical and instrumentation items specified under other sections, identified to be furnished by other sections, or understood to be provided by others are not included. The following items are typical of these:
    a. Painting by Work Category 09D
    b. Security System – Per 4/5/2021 Engineer's Q&A response #61, is not included.
    c. 11335 Secondary Clarifier – Motor control panel with strobe.
    d. 11371 Positive Displacement Blowers – Packaged blower system with skid mounted instruments (pressure and temperature switches, sensors and gauges).
    e. 11400 Disk Filter System – Vendor control panel, power panel, pressure transducer, float switch, pressure gauge, and vacuum transmitter.
    f. 13447 Electric Actuators – Identified on McCarthy P&ID Responsibility Matrix to be furnished by Vendor or Process contractor. We have included electrical connections to actuators as shown on the Electrical drawings.
    g. 13930 Wet Pipe Fire Extinguishing System – Flow and tamper switches and bell.
    h. 14630 Hoists, Trolleys, Monorails – Control panel, pendant controls, festoon cabling, etc…
    i. 15441 Sump Pumps – Control panel and float switches.
    j. 15680 Evaporative Coolers – Fused main disconnect, control panel (VFD / motor starter), and smoke detectors.
    k. 15982 Line Voltage Thermostat
    l. 16225 Electric Motors 250HP or less.
17. Specifications 13110 Cathodic Protection and 13128 Electrical Operators were not issued and are not provide by Ludvik.
18. Bidder's detailed estimate is confidential with proprietary information and is therefore not submitted.

This proposal is submitted for a mutually agreeable subcontract and schedule. Please contact us at 602-777-5000 with any questions or for additional information.

Sincerely,
LUDVIK ELECTRIC CO.

Kelvin Ng
Estimator

Jones, Michael

From: Kelvin Ng <KNg@ludvik.com>
Sent: Monday, April 19, 2021 6:00 PM
To: Perpich, Ben
Subject: 2274 Chandler WRF Improvements - LE clarifications to 4/14/2021 McCarthy Scope Review questions (with Foxboro)

Ben,

In follow-up to the items discussed during the 4/14/2021 scope review meeting with McCarthy and Ludvik, please see below for our clarifications on the items of concern:

Item 57 OWRF SHT relocated light poles –

Drawing D-3.01 Keyed Notes 3 and 4 states to relocate (3) light poles and electrical conduit (assumed to be the power conduit for these light poles) and see electrical sheets for details. The electrical drawings however do not show any work related to these light fixtures. Based on the assumption that these (3) fixtures will be relocated within the same general area (perimeter of the new sludge holding facility) **ADD $28,700.00** to our proposal for Ludvik to relocate these fixtures, including rerouting of the underground fixture power circuit. Concrete pole bases are to be provided by others. McCarthy has carried $28,700 in the scope sheet for escalation.

Item 58 AWRF FILTER deck light fixtures –

Electrical drawings and Demo drawings D-1.14 through D-1.17 for the AWRF Filter deck did not indicate the removal of any of the existing lights. Per discussion with McCarthy, it is our understanding that the fixture along the walls between the filter basins (8 stanchion fixtures) will need to be removed to facilitate basin modification and then re-installed and re-fed. **ADD $12,100.00** for Ludvik to R&R these fixtures and re-feed from existing circuits. McCarthy has carried $12,100 in the scope sheet for escalation.

Item 76 OWRF RAS/WAS seal offs per E-3.37 Note 4 –

Ludvik has included a seal-off for conduit C449-150 for the level sensor within the RAS/WAS wetwell required by drawing E-3.37 Note 4.

Item 79 GENERAL ductbank reinforcement –

Section 16137-3.1.I identifies general requirements for ductbank reinforcement with the condition, “Unless otherwise shown on the drawings…”. As drawing Details 101, 105, and 106 on E-701 ductank do not show reinforcement, none are included for “typical” ductbanks. McCarthy Front Ends Work, Category 16A item 4.t. however specifies for rebar to be placed under traffic areas. As such, Ludvik included rebar reinforcement for ductbanks identified to be per Detail 106 (ductbanks under pavement).

Item 115 GENERAL infrared scanning of panelboards –

McCarthy Front Ends item 77 stated “Infrared testing may be provided to Subcontractor for inspection of various components of the Subcontractor’s work as listed below.” and as such was believed by Ludvik to convey that infrared testing, if required would be provided by others.

Please **ADD $4,800.00** to our bid for Ludvik to provide the Section 16470-3.4D infrared testing on panelboards that are either new or modified by Ludvik in this project, no other infrared testing is included.

McCarthy has carried $4,800 in the scope sheet for escalation.

Item 119 & 120 GENERAL upgrades to Foxboro DCS systems and SCADA system programming –

ADDER for Ludvik to provide the hardware equipment and programming by Vertech to incorporate the changes indicated in the project design documents, includes the necessary hardware and programming of the Foxboro and Modicon equipment. Ludvik submits this adder in compliance with the design documents and with the

necessary approved vendors - **$489,340.00.** This price is based on the Owner providing access to their Foxboro Developer software and terminals at both the AWRF and OWRF locations

McCarthy has carried $489,340 in the scope sheet for escalation.

Item 141 GENERAL structural and anchorage calculation –

For clarification, Ludvik has included structural calculation for the light poles as required by detail 501 on drawing E-7.03. No other structural or anchorage calculations was identified to be required or have been included by Ludvik.

NOTE: Please ADD 8/10 of 1% to amounts listed above for bond, if required.

BTW – There appears to be a discrepancy in the amount that is listed as Ludvik's overall base bid on the McCarthy checklist. The checklist lists an amount of $5,192,667 which was to be inclusive of the "Base Bid" amount listed on our 4/9/2021 proposal and the cost for MCC-449-001/002 which was provided in a separate proposal. Where the discrepancy lies is that the $4,939,805.00 amount included Bond, whereas the $252,862.00 amount for MCC-449-001/002 is "plus bond". If both items are contracted together our bond adder for the MCC would be .8% which would make our total base bid amount $5,194,690.00 ($4,939,805. + $254,885.)

Please let me know if additional clarification is required on any of these items.
Thanks,

Kelvin Ng
Estimator
Ludvik Electric Co
Main (602) 777-5000
Direct (602) 777-5023
Fax (602) 258-0782

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Jones, Michael

From: Kelvin Ng <KNg@ludvik.com>
Sent: Monday, April 26, 2021 3:56 PM
To: Perpich, Ben
Subject: 2274 Chandler WRF Improvements - Additional information required per McCarthy 4/21 conversation
Attachments: Resume - Dan Robb 04-23-21.pdf; Resume - Rick Taylor 04-23-21.pdf; Ludvik AZ Current Projects.pdf; LE OWRF 2 month shut down approach.pdf

Ben,

Per McCarthy's request for additional information, Ludvik submits the following:

1) Ludvik's Project Manager will be Rick Taylor and Superintendent will be Dan Robb for this project. See their Resumes attached. Note the previous Ludvik/McCarthy projects in their Resumes. The Lake Pleasant Water Treatment Plant was $31 million electrical and the Deer Valley WTP East Basins was $19 million electrical.

2) See Ludvik AZ Current Projects .PDF attached.

3) Area break-down of material costs and labor hours –

AREA	MAT $	LBR HRS
|| AWRF AERATION	$ 11,500	170
|| AWRF BLWR DB	$ 314,300	1180
|| AWRF FILTER	$ 591,900	4920
|| AWRF MAINT BLDG	$ 390,200	2690
|| OWRF AERATION / ANOXIC	$ 579,100	4180
|| OWRF RAS/WAS PS	$ 241,700	770
|| OWRF CLAR 1&2	$ 96,500	1010
|| OWRF FILTER	$ 412,000	3580
|| OWRF MCC REPLACE	$ 353,200	3180
|| OWRF RESERVOIR	$ 166,500	1870
|| ALT AWRF FILTER #6	$ 61,600	620
|| ALT OWRF CLAR #3	$ 28,000	390
|| ALT OWRF SLUDGE AREA	$ 912,900	3000
|| ALT OWRF TEMP MCC	$ 294,000	1620

Note: Item "OWRF MCC REPLACEMENT" does not include the cost for MCC-449-001/002, which was quoted separately.

4) Additional cost to extend quoted amount for MCC-449-001/002 –
As it was our understanding that MCC-449-001/002 would be purchased early, Ludvik quoted (LE proposal dated 4/9/2021) lowest pricing good for 45 days (longest duration the manufacturer would agree to hold their price) to offer the Owner to best available option. Please ADD $62,675.00 to the proposal amount for Ludvik to hold the price for 150 days from the proposal date. MCC

5) What is Ludvik's plan for the 2-month shut-down at OWRF? –
See LE OWRF 2-Month Shut Down Approach .PDF attached.

6) How is Ludvik accounting for material escalation costs to hold pricing for the 150 days bids are good for and through the 2-year project duration –
Ludvik's bid is valid for acceptance and Notice to Proceed within 150 days. Ludvik is at risk for this, so additional money was included for unavoidable escalation costs. Upon Notice to Proceed, purchase orders and subcontracts will be issued to lock-in as much pricing as possible. With the electrical "hard-bid", the escalation included was minimized in the effort to win the bid. Escalation is going from bad to worse. If this had not been a "low bid" electrical project we would have recommended that more escalation cost needed to be included. If possible, we would request an additional 2.8% ($100,000) for material escalation be added.
McCarthy has carried $100k in the scope sheet for escalation.

7) Review of project documents for potential areas of issue –
At the request of McCarthy, we have conducted another review of our estimate in relation to the project documents and have identify the following items that may need additional consideration:
   a) Modifications to AWRF MCC-TH2 (Drawing E-1.91) – The upgrade of the Main-Tie-Main breakers in MCC-TH2 to 100% rated units is a substantial modification, requiring approximately 2-4 days for EATON services to complete. During this time the entirety of MCC-TH2 would be out of service. The MOPO addressing this work (Section 01012, page 10, item 1.7) however only lists "Constraints" as "TBD" and no temporary power or equipment are identified to be required or have been included. We recommend further coordination between McCarthy, the Engineer, and the Owner to determine if any temporary electrical is needed and if so, what needs to be added. If not, we recommend an appropriate allowance amount be included in McCarthy's overall GMP to cover potential temporary power and equipment.
McCarthy has carried $50k in the scope sheet for escalation.
   b) OWRF Finish Water Ductbank Replacement – Per directions to bidders, proposals were to be based on the re-use of existing conductors for the temporary construction and for the final permanent installation. The procedure would be that the existing conductors would be removed from the existing conduits, a temporary raceway system would be constructed of exposed PVC conduits which the existing conductors would be re-pulled into and utilized during the construction phase, then once the replacement "permanent" ductbank is in place, the existing conductors would again be pulled out of the temporary PVC conduits and pulled into the new "permanent" conduits for final installation. Ludvik recommends that all of this wire and cable should be replaced instead of re-used in the final installation for proper quality to the owner. This can be provided by adding $45,200 to our proposal.
If care is taken not to damage conductors, replacements should not be required. This has not been carried in the scope sheet.
   c) Additional CAD work for As-builts –
Ludvik misnderstood the expectation for as-builts being CAD vs. PDF and daily vs. weekly updates. This was not the expectation and has not been carried in the scope sheet.
In our proposal, Ludvik had included and accounted for CAD costs to meet the requirements of the bid documents for construction coordination, record drawings, and final as-builts. In the 4/14/2021 meeting, McCarthy listed "daily CAD as-built updates". As-built CAD work is included by Ludvik, based on normal updating as applicable. If "daily CAD as-built updates" are required, we request an additional $60,000 be added to our proposal for the more stringent requirement.
   d) Two Month Plant Shutdown –
With this project "hard-bid", costs were minimized by limiting the work scope required to be completed during the 2-month plant shutdown (see LE OWRF 2 month shut down approach .PDF). Ludvik's planned approach would have substantial portion of exposed and UG electrical raceways already completed prior to the actual shut- down, limiting the amount of work required to be performed during the shutdown. This plan minimized the need for overtime to very little or none being required and as discussed at the McCarthy 4/14 post bid meeting, to provide overtime as needed for the 2-month shut-down. If upon review of Ludvik's planned approach, in coordination with the overall construction schedule, McCarthy determines that scheduling would have conflicts prohibiting Ludvik's completion of our required "preliminary" work, during the 2-month shut down high work area congestion with other trades is anticipated, Owner's operations do not allow for work to be completed as noted, or that overtime will be needed for scheduling acceleration, we would request an additional $50,000 be added.
McCarthy anticipates overtime will be needed for this MOPO. $50,000 has been carried in the scope sheet.

NOTE: Please ADD 8/10 of 1% to amounts listed in Items 4 through 7 for bond, if required.

Kelvin Ng
Estimator

Ludvik 2022 OWRF 2-month plant shut-down – Planned approach for completion of work scope

Scope of work projected to be completed at OWRF during 2022 two-month plant shut-down:

1) Replacement of existing Aeration Blower room electrical equipment. (MCC-449-001/002, ATS-B1, transformer T-LPB, panel LP-B, and associated feeder circuits)
2) Replace motor starter bucket in MCC-419-001/002 for Anoxic mixers.
3) Replace branch circuits to Anoxic Basin equipment.

Pre-requisites:

Upon award -

1) Ludvik to place the order for the electrical gear submittals with emphasis on MCC-449-001/002, ATS-B1, transformer T-LPB, and panel LP-B. (Note: Ludvik will be requesting an expedited review with approval for production for this submittal).
2) Perform preliminary inspection of MCC-449-001/002 and determine current conduit and cable locations.
3) CAD layout drawings for conduit raceways at the OWRF Anoxic basin.
4) Assemble submittals for commodity materials and submit for expedited review and approval.

Work to be completed prior to shut-down -

1) Installation of Anoxic basin UG ductbanks and overhead conduits to basin field equipment, with only final connection at MCC-419-001/002 electric building and at the basin field equipment to remain to be completed.
2) Installation of new UG ductbanks and exposed conduits at the Aeration Blower Building required by the MCC replacement drawings.
3) Preliminary rough-in of panel LP-B in new location.

Shut-down (Manpower 3-crews): (Work performed after appropriate safety procedures)

Crew 1 to begin demolition of electrical equipment and non-required exposed conduits within the Aeration Blower Electric Room (i.e.: MCC-449-001/002, ATS-B1, transformer T-LPB, panel T-LP-B, and associated power, control, and signal circuits to the first connection point). Upon completion of demolition work Crew 1 to proceed with install of new electrical equipment and interior building interconnect conduits and wiring, transitioning to replacement of misc. branch feeders from Aeration Blower Electric Room.

Crew 2 to remove and replace the primary feeder conductors for MCC-449-001/002 from the Main Switchgear. Upon completion of initial task, Crew 2 to transition to removal and replacement of power, control, and signal conductors from Aeration Basin equipment back to the Aeration Blower building electric room. Once complete with Aeration Basin work, Crew 2 to then assist Crew 1 and Crew 3 with the replacement of misc. branch feeders from Aeration Blower Electric Room.

Crew 3 to disconnect Anoxic Basin equipment and remove existing exposed conduit and wiring back to MCC-419-001/002 electrical building, allowing McCarthy to remove the obsolete ductbank on the south end of the Anoxic basin. Crew 3 to install new starter buckets into MCC-419-001/002. Crew 3 would then complete the final connection of the new Anoxic Basin east ductbank to MCC-419-001/002 electric building, connect conduit at field equipment, pull conductors, and terminate. Crew 3 to then assist Crew 1 and Crew 2 with the replacement of misc. branch feeders from Aeration Blower Electric Room.

City of Chandler Water Reclamation Facility Improvements Project

GMP #2 CLARIFICATIONS AND ASSUMPTIONS

May 4th, 2021, rev. 6/21/21

General

1. Liquidated damages have been assumed to be per MAG section 108.9.
2. Transaction Privilege Tax has been included at 7.8% based on the projects being in the City of Chandler. Tax exemptions have been included.
3. No cost has been included for security guards.
4. The following are City of Chandler project costs and have not been included in the GMP:
    a. Temporary/construction/startup use and permanent utility hookup and usage costs including power, sewer, reuse water.
    b. The cost of potable water, reuse water, sewer, power, other utilities and chemical usage during construction and start-up.
    c. All permits not listed below including but not limited to Building and Environmental Permits, MCDES and ADEQ permitting fees, plan review fees and impact costs.
        i. Note the permits included in this GMP are SWPPP, dust control, construction trailers, and FAA obstruction clearance.
    d. Special Inspection Fees
    e. Asbestos testing and Hazardous Waste removal.
    f. Furnishings, Fixtures, and Equipment (FFE) and design of FFE
5. The Engineer's trailer has been included as one 24 x 60 trailer for a duration of 24 months.
6. Section 4.1.4 of the Construction Services Contract (Construction Manager at Risk) is rewritten as follows:
    "4.1.4 CM@RISK is responsible for undertaking all necessary action contemplated under the contract documents to construct the Project and ensure timely and quality completion of the Project at a cost within the Guaranteed Maximum Price (GMP)."
7. COVID-19/Force Majeure Allowance: This allowance to be used only under authorization by the City. This allowance is available if the parties agree conditions that directly arise out of or directly result from the COVID19 pandemic or other force majeure event as defined in General Conditions Article 6.2.14, which may excuse a party's performance under this clause. The party who seeks to invoke this clause must give the other party written notice 30 days after the occurrence of the event giving rise to such condition and the parties must agree in writing to the length of excused or suspended performance. An allowance has been established to cover increases in costs incurred by Contractor resulting from the COVID19 pandemic or force majeure event, which allowance may be used by Contractor subject to the prior written approval of the City, which approval shall not be unreasonably withheld.
8. Allowances have been included as defined in 15.3.2.1.
9. The rate for the G/L insurance is 0.95% and meets the requirements of 11.2.1.1.
10. Work Categories 01B-Maintenance of Plant Operations, 02B – Earthwork & Yard Piping, 03A – Concrete, 11K – Equipment Installation, and 15A – Process Mechanical, 15B- HVAC/Plumbing have been included as self-performed by McCarthy on a Fixed Price basis.
11. An allowance for 90% to 100% design reconciliation has been included.
12. This GMP has been developed assuming a 2-month complete shutdown of the Aeration/Anoxic basis and RAS/WAS pump station at OWRF.
13. The manufacture for the maintenance building is an alternate equal and the skylights includes are the roof flush mounted type not Kalwal per specifications.
14. The following work (or components of the work) have not been included.
    a. Provide and install Disc Filter #6 at the Filters at AWRF (concrete work for Filter #6 has been included in WC 03A)
    b. Clarifier #3 removal and replacement and all associated/adjacent work at OWRF.
    c. Sludge Holding Tanks, Blower Building, and all associated/adjacent sitework/yard piping/tie-ins at OWRF.

d. Removal and replacement of Aeration basin diffusers at 2 Aeration Basins at AWRF. (note 2 basins included in base GMP cost)

Demolition

1. The concrete pipe supports at the bottom of the AWRF Aeration basin are to remain in place and be reused. All existing diffuser stainless steel anchors have been included as cut flush painted over with epoxy.
2. AWRF existing Filter #1 demolition & structural modifications have not been included. Demolition limits of the structure are included from the south wall of Filter #2 to the north.
3. The removal of an average of 4 feet of grit at the OWRF anoxic/aeration has been included in the cost.
4. At the AWRF Filters, it has been assumed no work will be required to the floors after demolition of the existing underdrain system. (grout has been included where shown under the new disc filters)

Earthwork and Piping

1. Structure over-excavation and backfill has not been included.
2. CLSM backfill has been included for the portions of structures that bear on backfill zones due to differing bottom elevations. All other structure backfill locations will utilize onsite native material.
3. An allowance has not been included for additional excavation below structures where loose soil is encountered that may need remedial work with CLSM. (assumed Owner contingency can be utilized if required)
5. All liquids and solids removed from pipelines to accommodate tie-ins have been included to be returned to the plant process (no offsite hauling included).
6. BW-12" on C-1.26 alignment has been revised to tie into the existing Filters at 1212.50 and run to the existing manhole southeast of the Filters. The manhole called out as Note 1 on C-1.26 has not been included.

Structural / Concrete

1. Per Q&A #121- 4' of grout has been included at the AWRF filter backwash channel in lieu of a piping header. The piping will be cored into the channel and left open ended.
2. No patching of the underside of the reservoir has been included. Reservoir wall patch has been included to patch tie-holes and remove fins as required.
3. An allowance of $15,000 has been included for concrete wall repairs at the AWRF aeration basins for 2 basins.
4. Waterstop has not been included at the OWRF new trough deck to existing wall or deck to new wall joints.
5. At the AWRF Filter existing Effluent channel (section 1 & 2 on S-1.67), installation of drill and epoxy dowels has not been included at the existing effluent channel infill slab (none shown).
6. Stripping of vertical formwork has been included to strip at a maximum duration of 24 hours. Stripping sooner than 24 hours will be evaluated on a case by case basis.

Process Equipment and Mechanical (Work Categories 11A to 15B)

1. This GMP includes the purchase cost of two RAS Pumps as it is understood that the Owner has already purchased one pump. Installation costs have been included for all 3 pumps.
2. Process Equipment has been included with pricing based on payments to the vendors in excess of 75% of their contract value. (Values will be assigned/held for submittals, O&M's training, and startup).

Electrical

1. An IT Allowance for the Maintenance Building/Disc Filters at AWRF has not been included (this is new scope and the amount hasn't defined yet at the time of the GMP).
2. Reinforcing has been included under roadways only. (this matches previous work performed)
3. Costs have been included for Programming based on the information in the 90% documents. It is understood that this scope is changing, and costs will be updated once the 100% for construction documents are received.

Number	Date	Spec/Drawing	Question	Received by Wilson on	Wilson Response	Wilson Response Date
1	3/17/2021	15066	Specs calls out for 316L SST for the air piping. Should this be 304SS?	3/24/2021	Stainless Steel pipe material shall be 304L SS. The specification will be updated accordingly in the "For Construction" set.	3/26/2021
2	3/17/2021	S-1.21 & M-1.26	Structural plans show beams connecting blower piping supports; however, the beams will block the roadway where the supports change heights. Can the beams running acrossed the road be removed?	3/24/2021	The beams will be removed. The structural drawings will be updated in the "For Construction" set.	3/30/2021
3	3/19/2021	G-4 Sewer Note 7	Where is Note 7 applicable in the drawings? Where is asphalt T-Top required?	3/24/2021	Chandler Development Services requires this note as written. However, Section 02315 shall govern.	4/2/2021
4	3/19/2020	D-1.12	Note 12 - There is not an existing flange at this location. Can we fill with 1/2 sack slurry like note 3 or should we add a flange?	3/24/2021	The pipe shall be filled a minimum of 2' with 1/2 sack slurry and capped. Drawings will be updated accordingly in the "For Construction" set.	3/26/2021
5	3/19/2020	M-1.25	Is note 10 a MOV Butterfly valve?	3/24/2021	Note 10 refers to a manual butterfly valve. Please note that all butterfly valves for the new air piping are manual and that wherever the manual actuators are not accessible, they shall be equipped with a chain wheel. The need for chain wheels will be reflected in the "For Construction" set.	3/26/2021
6	3/19/2020	M-1.65 - M-1.68	Drawings call out BW piping as PVC but specs call out CPVC. What is correct?	3/24/2021	Piping shall be CPVC schedule 80. Drawings will be updated accordingly in the "For Construction" set.	3/26/2021
7	3/19/2020	M-1.67 & M-1.68	Note 11 on both pages contradict each other. What is correct?	3/24/2021	Solids collection manifold inside filter basin shall be 4" PVC and will be provided by the disc filter vendor. Drawings will be updated accordingly in the "For Construction" set.	3/26/2021
8	3/19/2021	M-1.64	Vendor control panels are blocking access to the walkway leading to the spiral staircases. Can any panels be moved?	3/24/2021	Drawings will be updated with panels relocated in the "For Construction" set.	3/26/2021
9	3/22/2021	I-1.61/Typ. For AWRF and OWRF	Drawings depict an EDR. However, EDR does not appear to be defined in any of the symbols and legend sheets. 1) Please define what EDR stands for. 2) Please advise if this EDR is inteded to be an actuator. 3) Please clarify if the intent is to have the LOR, OSC, and Open/Closed light indication integral to the this assumed atuator or is this EDR intended to be a stand alone control panel?	3/24/2021	1) & 2) EDR stands for Electric Drive and denotes electric actuators. This nomenclature is being used for now because it was used during the last OWRF Expansion Project. Please note that the City is in the process of standardizing their equipment tags and this nomenclature may be revised to match new City standards in the "For Construction" set. 3) Controls are integral to the actuator	3/26/2021
10	3/22/2021	I-1.61/Typ.	The drawings depict a level switch high - float. No Elevation is provided for the high level float on this sheet and no levels are provided for any other floats. The specs did not appear to have a table or schedule for elevations. Please provide elevations for all of the floats to be set at.	3/24/2021	See Instruments table as part of the Disc Filters process control descriptions in Specification 17454 Control Description.	3/26/2021
11	3/22/2021	I-1.62/Typ. For AWRF and OWRF	The filter PID sheets depict Solids Waste & Backwash Valves with 120 VAC source power for the motor. Please advise if field disconnects are required for these valves or if the intent is to have disconnecting means via the Vendor Power Panel (VPP).	3/24/2021	Disconnect switches are not required for these vendor-provided valves, and they shall be powered from the VPP.	3/26/2021
12	3/22/2021	I-1.63/Tpy. /17121	Numerous PID sheets depict pressure and vacuum gauges. Spec 17121 states to provide all pressure gauges as 6" diameter with 0-200PSI range. Please confirm the intent is to have ALL pressure and vacuum gauges with 6" dial diameter and 0-200PSI ranges. If not, please provide specific sizes and ranges for all gauges.	3/24/2021	The pressure and vacuum gauges in the filter areas are provided by the disc filter vendor.	3/26/2021
13	3/22/2021	I-1.69/Typ./11400	Numerous PID sheets depict motors but do not depict a motor horsepower size. In this specific example, sheet I-1.69 depicts sump pumps and spec 11400 does not depict a pump motor HP. Please provide all motor sizes.	3/24/2021	Motor HP ratings are not shown on P&IDs. See E-sheets for electrical power ratings. The sump pumps are not provided by the disc filter vendor and are specified in Specification 15441. Please note that Specification 11400 was not meant to be provided as part of this GMP2. Contractor shall follow 11400 provided as part of GMP1. This will be updated accordingly in the "For Construction" set.	3/26/2021
14	3/22/2021	I-3.00/16912 2.1A	Sheet I-3.00 calls out ESWT-610-002. Spec 16912 2.1 A calls out minimum 8 port ethernet switch. Please advise if 8 ports are sufficient or if a larger ethernet switch shall be provided.	3/24/2021	8 managed port Ethernet switch will be satisfactory.	3/26/2021

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15	3/22/2021	I-3.00/17461	Sheet I-3.00 calls out PLC-610-002. 1) Please confirm that this PLC is intended to be an M340 as defined in spec 17461. 2) Please confirm that no hot standby PLC is required to be installed. 3)Please confirm that no redundant power supplies or bridging diodes are to be installed. 3) Please advise if there are specific required clearances between PLC, power supply, IO terminal blocks & panduit, etc. that would drive the size of the enclosure to grow. 4) Please advise if a spare OIT/HMI is required.	3/24/2021	1) Yes, PLC shall be M340 per spec 17461 2) No hot standby PLC is required 3) UPS shall be provided as described in specifications 16161 and 17461 4) Provide spare space for 10% additional future I/O 5) No spare OIT is required.	3/26/2021
16	3/22/2021	I-3.01/E-3.47/16912 2.1A	Sheet I-3.01 calls out ECOM-FLT ethernet switch base. Sheet E-3.47, keyed note 28 calls out a ECOM-FLT communication cabinet. 1) Please confirm that the ethernet switch base is to be installed in this cabinet. 2) Please confirm that an 8 port switch is to be installed here as defined in spec 16912 2.1A	3/24/2021	1) Yes, install new switch in this ECOM-FILT cabinet, as described in E sheets. 2) 8 managed port Ethernet switch will be satisfactory.	3/26/2021
17	3/22/2021	I-3.02/E3.04&3.05	Sheet I-3.02, starter STR-419-006 states "typical for 4 (note 3)" which is slightly confusing, eluding to replacing starters for IMLR pumps #3, #4 & #5. Sheets E-3.04 & 3.05 just show replacing the power conductors for IMLR pumps #3, #4, & #5 if the conduits are modified. 1) Please confirm that the note on sheet I-3.02 is not referring to starters them selves and is just referring to controls conductor replacement?	3/24/2021	Confirmed, Note 3 is referring to replacement of control conductors for the 3 existing soft starter driven IMR pumps.	3/26/2021
18	3/22/2021	I-3.02	Sheet I-3.02 depicts LCP-419-006 and states typical for 4, see note 4. Please confirm that this note just means that one new LCP is being provided for pump #6 and that the controls wiring will need to be redone with the conduit reroute.	3/24/2021	Confirmed, Note 4 is referring to one new LCP for new IMLR pump 6 and replacement of control conductors to the existing pumps.	3/26/2021
19	3/22/2021	I-3.02/Typ.	Sheet I-3.02 calls out FSL-419-006, 601A & 601B. Please advise what the flow shall activate the switch at. Please review all other FSL's and update accordingly.	3/24/2021	See Specification 17454 Part 1.7.A.8. for FSL-419-006 (IMLR Pump Flow Switches) set point and Specification 17134 Part 2.1.C. for FSL-419-601A & 601B (IMLR Pump Seal Water Assembly Flow Switches) activation flow rate.	3/26/2021
20	3/22/2021	I-3.02	Sheet I-3.02 calls out a "PSW" by IMLR pump #6. PSW is not in the abbreviations on sheet I-0.00. Please advise if this is a pressure switch or if it is an instrument at all.	3/24/2021	PSW stands for pump seal water. The acronym will be updated in the "For Construction" set.	3/26/2021
21	3/22/2021	I-3.02/I-3.31/Typ.	Several flow meters are shown throughout the documents. Please provide flow ranges for each individual flow meter.	3/24/2021	MLR flow meter (FIT-419-115) shall have the same flow range as the existing MLR flow meter. RAS Pumps flow meter (FIT-449-153) and WAS Pumps flow meter (FIT-449-163) shall have the same flow range as the existing flow meters they are replacing. Thermal Mass Air Flow Meters located at Proposed Sludge Holding Tanks 3 & 4 shall have the same range as the existing Sludge Holding Tanks 1 and 2 (both have flow ranges of 0-2000 scfm). These ranges will be updated in Specification 17454 in the "For Construction" set.	3/26/2021
22	3/22/2021	E-3.39/I-3.32/M-3.34	Sheet M-3.32 depicts the WAS pumps in bold and notes 22 & 23 (23 is not actually shown) call out new WAS Pumps. Sheet E-3.39, note 8 states to de-energize, remove and re-install the WAS pumps, LCP's and disconnects. Sheet I-3.32 calls out new WAS Pumps, LCP's and disconnects. Please confirm that all WAS pumps, LCP's and disconnects are to be demolished and new ones provided.	3/24/2021	New WAS pumps and associated equipment are confirmed, E-3.39 note 8 will be edited in the "For Construction" set.	3/26/2021
23	3/22/2021	I-3.41/I-3.44/I-3.47/I-3.50	Sheets I-3.41/44/47 & 50 do not show a disconnect for the ACE/MOV. As a comparison, the AWRF filters have inlet gate disconnects. Please advise if field disconnects are required for the actuators.	3/24/2021	Yes, provide 480V, 30A, NEMA 3R rated disconnect switch for all actuators. Drawings will be updated accordingly in the "For Construction" set.	3/26/2021
24	3/22/2021	I-3.85	Sheet I-3.85 shows Sludge Transfer Gate #3 with EDR-610-300. 1) Please advise if the controls for this MOV are to be integral to the actuator or if a separate LCP is required. 2) No field disconnect is shown for this device, please advise if a field disconnect is required.	3/24/2021	1) Controls are integral to the actuator. 2) Yes, provide 480V, 30A, NEMA 3R rated disconnect switch for each actuator. Drawings will be updated accordingly in the "For Construction" set.	3/26/2021
25	3/22/2021	I-3.85/I-3.86	Sheet I-3.85/3.86 calls out ZSO-610-320/420 as an open indication for the 18" plug valve. Please provide details on how this switch is to be installed with this manually operated valve.	3/24/2021	Integral position switches are typically provided by the valve manufacturer. Installation shall be coordinated with the valve manufacturer selected.	3/26/2021
27	3/22/2021	S-3.43 & M-3.44	Location of the spiral stairs for the OWRF filter basins are shown in two different locations on the mechanical and structural drawings. Which is correct?	3/24/2021	The Mechanical Drawings show the correct location. Structural Drawings will be corrected in the "For Construction" set.	3/26/2021

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28	3/23/2021	A-1.82	Please confirm Maintenance Building Equipment provided and installed by the owner? Refering to the Workbenches, Welding booth, Milling Machine, Welding Equipment Storage, Lathe, Industrial Press, Drill Press and Blasting Cabinet shown on drawing A-1.82 in workshop space 112 between columns 2&3.	3/24/2021	Equipment/machinery in shop space will be provided and installed by the owner.	3/26/2021
29	3/23/2021	A-1.82 & A-1.88	Please clarify the wall type of the south wall for Corridor 106. On Drawing A-1.82 it shows a dashed line with dots and could not find this on a detail schedule or general key drawing. On drawing A-1.88 the finish schedule calls out a gypsum board finish for that wall. This type of wall type as shown on A-1.82 is also used for a wall type shown @ column line 4 across and column line 3.	3/24/2021	The dashed lines at the south side of Corridor 106, as well as the dashed lines along Grid 2, 3, and 4, are indicating the main steel framing lines above. They are not walls. The dash-dot lines are the grid lines. There is no wall on the south side of 106, although the wall that runs all along Grid 5 continues above the opening into the corridor. See also elevation on Section B-B.	3/26/2021
30	3/23/2021	A-1.86	Please clarify the material type for the Liner Panel as called out on drawing A-1.86	3/24/2021	Liner panels are corrugated metal panels suppled with the metal building. Manufacturer's standard liner panel is acceptable.	3/26/2021
31	3/23/2021	A-1.92	Please confirm that the Furniture shown on drawing A-1.92 owner furnished and owner installed? If the Contractor is to furnish please provide specifications for these items.	3/24/2021	Office furniture, lockers, ice machine, refrigerator, etc. will be provided by the owner. This will be reflected in the "For Construction" set.	3/31/2021
32	3/23/2021	11335	Section 2.18 of the Secondary Clarifier Spec calls out the requirements for painting and surfact prep of non-submerged steel. Please confirm requirements of submerged steel.	3/24/2021	All submerged materials shall be 304SS or FRP and do not get coated. All other material (other than aluminum) shall be coated per Specification 09900.	3/26/2021
33	3/24/2021	A-1.84/5 & A-3.84/5	Please provide specification requirements for the Eagle Eye Bird Control Devices and the Pro-Peller bird scare devices for both the new Blower Building and the Maintenance Building.	3/24/2021	Products supplied by Bird Barrier America, Inc. of Carson, CA (www.birdbarrier.com). "Eagle Eye": silver color. Provide wind powered kit model EE-1WS, mounting pole EE-XP6. "Pro-Peller": Silver color, model EE-PPS.	3/26/2021
34	3/24/2021		Please confirm that the following items are to be priced as alternates for the GMP: Clarifier 3, Sludge Holding Tank and Blower Bldg, 2 of the Aeration Basins removal and installation, and the installation of 6th Disc Filter	3/24/2021	Confirmed: OWRF Clarifier 3, OWRF SHTs 3&4 and Blower Building (and associated equipment, roadways, etc.), two of the AWRF Aeration Basins Aeration Diffusers replacement, and the installation of the 6th disc filter at AWRF shall be priced as alternates.	3/26/2021
35	3/24/2021	17310	The prob listed in specification section 17310 is no longer manufactured please provide an updated model number.	3/24/2021	Provide Hach Company, LDO Model 2 Dissolved Oxygen Probe. The updated specification is attached to the email accompanying these responses (sent on 2021.03.26)	3/26/2021
36	3/24/2021	15107	Please advise is specification section 15107 is still applicable? If so please provide	3/24/2021	15107 is still applicable and is attached to the email accompanying these responses (sent on 2021.03.26)	3/26/2021
37	3/24/2021	9921	Please advise is specification section 09921 is still applicable? If so please provide	3/24/2021	09921 is still applicable and is attached to the email accompanying these responses (sent on 2021.03.26)	3/26/2021
38	3/24/2021	15732	Specification sections 15732 and 15781 seem to be labeled the same please advise which one is applicable to the project.	3/24/2021	Specification Section 15781 shall be used for this Project, please disregard Section 15732. This will be updated in the "For Construction" set.	3/26/2021
39	3/24/2021	S-1/S-5	On Drawing S-5 for the Pre-engineered metal building notes under 2.02.B refers to the superimposed dead load to be 20 PSF, while the rest of the items refer back to the structural design parameters located on S-1. When looking at S-1 the superimposed dead load 2.01.A is called out to be 25 PSF. Please confirm while loading to be used.	3/24/2021	The note on S-5 under "Pre-Engineered Metal Building" pertains to the AWRF Maintenance Building while the note on S-1 pertains to the OWRF Blower Building.	3/26/2021
40	3/24/2021	A-1.83	Please confirm that the Bridge Crane rails in the maintenance building is to span 60 Lf from grid 2 to 5.	3/24/2021	Confirmed, Grids 2 to 5, B to D. See crane rails indicated on Reflected Ceiling Plan.	3/26/2021
41	3/24/2021	M-3.65 & S-3.60	Note 6 on sheet M-3.65 says to relocate shade canopy from MBR CCB. A callout on S-3.60 says to salvage the existing canopy at the CCB. Please confirm if the canopy will be relocated or salvaged.	3/24/2021	The Southeast canopy at the MBR CCB will be relocated to the Reservoir Inlet Channel. No work will be done to any of the other canopies on the MBR CCB. Drawing notes will be updated in the "For Construction" set.	3/26/2021

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42	3/24/2021	M-1.27	Does the elbow in note 6 need additonal supports?	3/24/2021	Yes a saddle type support shall be used for this application. Please refer detail 202 sheet M-7.02 for specifications. Drawings will be updated in the "For Construction" set.	3/26/2021
43	3/24/2021	M-3.11	Will the 16" Plug Valve againt the wall work in the positioning as see on the called out?	3/24/2021	Position will be revised for the "For Construction" set.	3/26/2021
44	3/24/2021	M-3.67	On Sheet M 3.67 please advise on the type of pipe in Note 8?	3/24/2021	Pipe shall be CPVC Schedule 80 and will be updated in the "For Construction" set.	3/26/2021
45	3/24/2021	G-4 Gen Note 11	Note 11 states "all backfill shall be half-sack CLSM". Where is this actually required?	3/29/2021	Chandler Development Services requires this note as written. However, Section 02315 shall govern.	4/2/2021
46	3/24/2021	G-4 Gen Note 11	Note 11 states "surface replacement shall be in accordance with MAG Std Dtl 200 T-Top". Where is this actually required?	3/29/2021	See response to Question #45	4/2/2021
47	3/24/2021	G-4 Sewer Note 7	Note 7 states "pipe backfill shall be 1/2 sack CLSM". Where is this actually required?	3/29/2021	See response to Question #3	4/2/2021
48	3/24/2021	C-1.22	Note 11 on C-1.22 states new concrete pipe supports, see structural sheets for details. C-1.22 only shows 5 ea of these similar pipe supports called out. Per S-1.21 it references Detail 1 on S-15 for pipe supports, and calls out 20' max spacing. Please confirm spacing on the Dtl 1 S-15 pipe supports, as well as how much CLSM is required underneath each foundation shown on the detail.	3/29/2021	New pipe supports for the proposed 42" and existing 30" air piping on the west side of the Aeration Basins shall be per structural Details 1 &2 on Sheet S-15, every 20' O.C. CLSM backfilling is not required if native soil is recompacted or if new engineered fill is placed as described in Supplement No. 3 of the Geotechnical Report (dated March 17, 2021).	4/2/2021
49	3/25/2021	E-3.33/3.34 & E-2.05, 3.30, 3.31	The conduit block diagrams on sheets E-3.33 & 3.34 depict conduits LP419-05, LP419-07, A479-100A, A479-200A, & A479-300A. Said conduits do not state "in existing", suggesting that these are new conduits going from LP-419-001 & PCP-449-001 to Secondary Clarifiers #1, #2 and #3. However, sheets E-2.05, 3.30 & 3.31 do not depict any new ductbank going to the Secondary Clarifiers. 1) Please adivise if new ductbanks need to be installed to Secondary Clarifiers #1, #2 and #3.	3/29/2021	Conduits LP419-05, LP419-07 were existing from existing LP-419-001 TO PPB-479-300. Refer to Note 3 & 5 on sheet E-3.33 (LP-419-001 is in MCC-419-001/002) Conduits A479-100A, A479-200A & A479-300A will be new conduits from new Clarifier MCPs to the existing PCP-449-001. Parts of those conduits (between the clarifier and the Blower Building) will need to be buried. This will be reflected in the "For Construction" set.	3/31/2021
50	3/25/2021	E-3.46, 3.51-3.56	Sheet E-3.46 depicts new ductbank coming out of EHH-10. However, the conduit block diagrams on sheets E-3.51 - 3.56 do not appear to show anything passing through EHH-10. 1) Please clarify the intention of a new ductbank branching from EHH-10 and update conduit block diagrams accordingly to show loads passing through the hand hole.	3/29/2021	Refer to sheet 3.56, conduits C539-101, C539-201, C539-301, C539-401, A539-104, A539-204, A539-304 and A539-404 should be routed from existing PCP-539-002 via existing conduits and existing EHH-12, EHH-10 and new conduits/ductbank from existing EHH-10 to new EMH-10B and Control Pullboxes/Analog Pullboxes. Sheet E-3.56 will be updated in the "For Construction" set.	3/31/2021
51	3/25/2021	E-3.81 & 3.82	Sheet E-3.81 depicts the new MCC bucket starters/breakers as being a 500AT/600AF for MCC-610-001 and 600AT/800AF for MCC-610-002. Note 2 on sheet E-3.82 states to furnish new 500AT/600AF breakers. 1) Please confirm which sized breakers are required.	3/29/2021	Furnish 500AT/600AF breakers. Sheet E-3.81 will be updated (change breaker 7J from 600AT/800AF to 500AT/600AF) in the "For Construction" set.	3/31/2021
52	3/25/2021	D-3.30	Keynote 9. Where is Slurry required in the pipe.	3/29/2021	Slurry is required in the 24" Dia Inlet and Outlet pipes in the West Reservoir Inlet/Outlet Chamber. Slurry will extend into the pipes 2'-0". The 2'-0" of slurry will also be added to the inlet and outlet pipe where proposed blind flanges are shown in the West Valve Chamber. This will be updated in the "For Construction" set.	3/31/2021
53	3/25/20201	C-3.26	Keynote 3. Per Concrecrete Encasement Detail 102 on C-7.01 & Profile A on C-3.92. The concrete pipe encasement will be sticking out of the bottom of the retention basin at the southeast of the reservior. Is this the intended design?	3/29/2021	Concrete Pipe Encasement shall be per typical detail 104 on sheet C-7.01 wherever there is less than 4' of cover. Pipe profiles on Sheet C-3.92 are mislabeled: Profile A is for OVF-42-DIP and Profile B is for INF-48-DIP and proposed grades are missing. This will be updated in the "For Construction" set.	3/31/2021

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54	3/25/2021	C-1.24	Sheet C-1.24 shows a pipe support structure in the middle of roadway for 30" air line to Blower Bldg. Per S-1.21, M-1.22 and M-1.24 this pipe support is not shown in the roadway. Please confirm that pipe support structure will not be placed in the roadway.	3/29/2021	Please verify if the comment is meant for the 42-inch air pipe instead of 30-inch. There should not be a pipe support for the 42-inch air pipe in the middle of the roadway. Sheet C-1.24 shall be updated to show the pipe supports as shown on structural sheet S-1.21 changes in the "For Construction" drawings set.	3/31/2021
55	3/25/2021	Spec 16062	A lightning protection system is specified in spec 16062. The drawings and said spec do not appear to have details about which structures are required to have lightning protection. Please advise what specific structures require lightning protection.	3/29/2021	Lighting protection shall be installed for the new Sludge Holding Tanks (SHT) and new SHT Blower building. Specification 16062 will be updated in the "For Construction" set.	3/31/2021
56	3/25/2021	Spec 16111 2.3 G	Is PVC coated conduit by Ocal an acceptable equal?	3/29/2021	Yes, PVC coated conduit by OCAL is acceptable.	3/31/2021
57	3/25/2021	Spec 16111 3.1D	Section 16111-3.1.D states “Conduit runs in buildings and structures to be exposed except as specifically noted or accepted by the Engineer”. As there are several new structures and buildings on this project, will embedding of branch power, control, and communications conduits be acceptable, this will limit congestion and minimize costs associated with overhead exposed conduit runs? Examples for conduit embedment would be for receptacle and communication conduits at the AWRF Maintenance building; instrumentation and lighting conduits at the OWRF Finish Water Reservoir and on the upper deck of the OWRF Sludge Holding Tank; receptacles, communication, and panel interconnect conduits at the OWRF Blower/Electric Building.	3/29/2021	Embedding the new conduit runs in new buildings and new structures is acceptable.	3/31/2021
58	3/25/2021	Spec 16111 3.1N	Conduit Section 16111-3.1.N states that unless approved in advance by the Engineer, all UG to above ground conduits are to have GRC elbows and risers. As Section 16137-3.1.H describes specific instances that underground conduit may terminate with PVC coated elbows and RNC risers and bell ends, the situations described are understood to be pre-approvedby the Engineer. If this is not correct, identify the specific locations were installation in accordance with Section 16137-3.1.H will be acceptable.	3/29/2021	For this project 16137-3.1.H is only applicable for conduits terminating at MCC main breaker sections, and floor mounted 480V panelboards acting as a service entrance to a building/room. For all other equipment, for eg. Filters VPPs, provide per 16111 - 3.1.N	3/31/2021
59	3/25/2021	Spec 05051, 16050, 16190	There is a discrepancy regarding materials for electrical supports and hardware. Sections 05051 and 16050 identifies all hardware to be 316 stainless steel, and expansion anchors not allowed. Section 16190-2.3 and 2.4 however allows for zinc plated supports, hardware, and acceptance of lead expansion anchors. Please advise which is correct.	3/29/2021	Per Specification 16010 section 1.4.C, provide materials which meet the more stringent requirements in cases of conflicts.	3/31/2021
60	3/25/2021	Spec 11217	Spec section 11217 calls out (3) self priming sample pumps at the OWRF Reclaimed Water Reservoir. These pumps are not shown in the mechanical or instrumentation drawings. Please confirm location and quantity desired.	3/29/2021	There will be one (1) self priming sample pump at the OWRF Reclaimed Water Reservoir. Pump is located under the canopy on top of the Reservoir Inlet Chamber and is shown on sheet I-3.61 as SAM-530-001. Exact number and Location shall be provided in the "For Construction" set.	3/31/2021
61	3/25/2021	E-3.87	Key note 11 identifies a "Security UPS". Please advise if there is a security system or devices that this UPS will feed.	3/29/2021	Please ignore. Security UPS/System will be deleted in the "For Construction" set.	3/31/2021
62	3/25/2021	E-3.27	Drawing E-3.27 Keyed Notes 23 through 30 indicate the Secondary Clarifier #3 Floc Mixers 1 through 4 to be removed however none of the demolition single-line or panel schedule drawings issued show these mixers. Where are these mixers are currently fed from?	3/29/2021	The Floc mixers are powered from the Clarifier #3 control panel located on the Clarifier basin.	3/31/2021
63	3/25/2021	D-3.11	Keynote 13 & 14. Is the intent to remove and cap and abandon these NPW / Air Lines for the structure expansion and have no reroute.	3/29/2021	Yes, these two pipes are to be abandoned after they have been demo'd and capped.	3/31/2021
64	3/25/2021	E-1.21	Drawing E-1.21 note 4 states for damaged conduit sections in existing ductbanks to be removed and disposed. As the condition of existing UG conduits will not be known until the removal of the existing conductors is attempted, the exact amount of excavation and ductbank removal cannot be accurately accounted for. 1) Are there any additional details about the extent of the damage? 2) Please elaborate on the intention of the demolition of this ductbank and what extents the demo should go to.	3/29/2021	Abandon existing underground conduit sections. Design notes will be modified in the "For Construction" set.	3/31/2021

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65	3/25/2021	E-1.94	Maintenance building drawing E-1.94 shows a fixture designated “EM” that appears to depict a “2-Head” emergency light fixture however the fixture schedule on drawing E-0.05 does not contain a description for a fixture of this type. As this fixture is located adjacent to an exit fixture which per the fixture schedule is to have “twin LED remote head emergency lights” it is assumed that the “EM” fixture was drawn in error. If this is not correct, provide a specification (mfg. & model) for the “EM” fixture type.	3/29/2021	Ignore EM fixture shown on E-1.94. They will be removed in the "For Construction" set.	3/31/2021
66	3/25/2021	E-0.05, E-1.94	The light Fixture Schedule on drawing E-0.05 list fixture Type “E” as a 2’x4’ troffer. Several fixtures on drawing E-1.94 are designated as Type “E” however they do not share the same dimensions, with some appearing to be 2’x2’. As no 2’x2’ fixtures are identified on the Fixture Schedule it is assumed that they should be provided similar to the 2’x4’ Type ”E” fixture described. If this is not correct, provide a specification (mfg. & model) for the 2’x2’ fixture type.	3/29/2021	Provide both 2' x 2' and 2' x 4' troffer fixtures of the same model. Fixture schedule shall be modified in the "For Construction" set.	3/31/2021
67	3/25/2021	D-3.01	Drawing D-3.01 Keyed Note 3 indicates to relocate light pole and to see Electrical sheets for details. The Electrical drawings however do not indicate any work regarding any existing light poles. Where are the light poles to be relocated to and what size conduit and conductors are to be provided?	3/29/2021	They will be kept in generally the same area as they are currently located, moved slightly as to avoid structures and equipment. Specific relocation/conduits of these light poles will be added to the "For Construction" set.	3/31/2021
68	3/25/2021	E-0.03, E-1.65, E-1.67 through E-1.72, and E-3.86	The drawing scale on sheet E-0.03, E-1.65, E-1.67 through E-1.72, and E-3.86 is not correct. Please revise the drawing scale so that the correct quantities may be included.	3/29/2021	Scale was revised and those drawings are attached to the responses (sent 3/31/2021)	3/31/2021
69	3/25/2021	E-7.03 & 16117	There are some discrepancies regarding the manhole configurations. Per Detail 333 on drawing E-7.03 manholes are to have minimum interior dimensions of 3’-11” x 3’-11” x 4’-1” and a 3’ x 3’ hinged steel hatch. Section 16117 however specifies a minimum interior dimension of 48” x 66” x 54” and a 30” diameter cast-iron frame and cover. Which is correct?	3/29/2021	Furnish electrical manhole per section 16117. Detail 333 will be revised to match the min dimensions shown in 16117 in the "For Construction" set.	3/31/2021
70	3/25/2021	13300-2.3 & 2.5B	The Pre-Engineered Metal Building spec. calls for installed thermal resistance of R-30 Roof & R-19 Walls. Please verify these assumption for insulation requirements are correct. PBR screw down Roof: R-11 unfaced over purlins & R-19 WMP-VR facing between the purlins (no thermal blocks on screw down roofs) PBR screw down walls: Thermal tape on O/S of wall girts, R-19 min with WMP-VR facing between girts. The spec sheet says "Installed R Value" We are installing an R30 and R19 (as assumed above) or does that mean the expectation is the overall performance of the system after install to be R30 and R19? (Massive difference with the latter one typically requiring a standing seam roof with thermal blocks in the roof and rigid insulation board in the walls).	3/29/2021	The proposed metal building walls/ceilings insulation materials and methods are acceptable. Because the space is evaporatively cooled, it is exempt from the IECC, and so “installed” R-values at the specified amounts is not required.	3/31/2021
71	3/25/2021	Specification section 13300	Please confirm the entire mezzanine loading is to be designed for heavy storage (250 PSF live load)?	3/29/2021	Architectural specifications require that the building withstand code-required loads. The mezzanine is used for storage.	3/31/2021
72	3/25/2021	Specification section 13300	Will an addition of a Portal Frame be acceptable? Per Nucor this will be required and can be placed at a few different locations along Line B between columns 4&5 or 3&4 or 2&3.	3/29/2021	Additional structural elements may be proposed and are generally acceptable, as required to meet code-required loading capacities; however, added structural elements are subject to approval with respect to complying with owner’s functional and spatial requirements within the building. The location at Grid B from 4 to 5 would probably interfere with the mezzanine stairs. The other two locations will be reviewed with the Owner and be reflected in the "For Construction" set.	3/31/2021
73	3/25/2021	Specification section 13300	Please confirm no protective coatings are required for the Primary or Secondary structural steel fo the Pre-Engineered Maintenance Building?	3/29/2021	All framing members are specified to have shop prime coating. See 13300 2.10 A.	3/31/2021

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74	3/26/2021	17451	Section 17451 Distributed Control System specifies Foxboro as the sole source provider for the DCS Equipment and Programming. The Schneider Electric Proposal team (Foxboro) has stated that they do not have sufficient information to generate a proposal at this time and have requested the following information, please see the comments below: a) Provide the network topography of the new and existing DCS equipment, identify what equipment is existing Foxboro. b) Please provide a master list of new Input / Output requirements to be connected to the existing Foxboro DCS. c) Identify what field device interface are needs (Protocols- network type) to integrate new devices. d) Identify the number and details of new HMI displays needed. e) What are the control processor current capabilities, to evaluate for expansion. f) What are the current Network capabilities. g) What control algorithms required.	3/29/2021	All new signals will be programmed into SCADA (Wonderware) through Ethernet over Fiber optic. No connections from new Filters equipment will be made to existing DCS cabinets. The For Construction design package will show revised communication network diagrams.	4/2/2021
75	3/26/2021	C-3.46	Please confirm that the intent is to demo and repave this area with new asphalt/curb/gutter	3/29/2021	Yes, that is correct. A Partial Site Plan for this area will be included in the "For Construction" set.	3/31/2021
76	3/26/2021	S-3.02 Section 2	Please confirm if CLSM will be needed under and around new columns or if backfill will be acceptable.	3/29/2021	Please clarify this question as no digging should be required below the columns because they will be anchored to the existing Aeration Basin structure footing. CMAR may elect to use CLSM if compaction of backfill in the area above the footing is not possible due to space constraints.	3/31/2021
77	3/26/2021	M-3.86	Keynotes 3 & 4 Is this manual or a electric motor actuated valve? If it is manual operated. Is it buried nut operator or above ground hand wheel operator w/ torque tube? Is the plug valve open position switch electrically controlled or manual/analog?	3/29/2021	The two 18" Plug Valves on each Sludge Holding Tanks drain pipes are manual operated with a hand wheel located 42" above grade and a torque tube. The open position switch is electrically controlled, see sheets I-3.85 & I-3.86. Please note that the equipment number for the position switch on sheet I-3.85 will be changed to "320" as read on the PCIS signal location in the "For Construction" set.	3/31/2021
78	3/26/2021	E-3.05, 3.24 & 3.25. Spec 11335 2.5 B 3.	Spec 11335 and sheets E-3.05, 3.24 & 3.25 call out VFD's to be mounted in the secondary clarifier motor control panels. Typically clarifier drive motors are on FVNR starters. 1) Please advise if VFD's are to be installed in lieu of FVNR starters. 2) If the intention is to have VFD's installed in the motor control panels, please provide air conditioning requirements to keep the MCP's housing the VFD's cool.	3/29/2021	1) Provide VFDs per design 2) VFDs were sized to minimize heating. See specification 16161 Control Panels for requirements of panel HVAC.	3/31/2021
79	3/26/2021	E-1.78 - 1.80 and I-1.79	Sheet I-1.79 shows start/stop and status for the disc filter sump pumps to admin via I/O ADM 2 and CMS. Sheets E-1.78 through 1.80 depict the motor control panels for the filter sump pumps (MCP-SP-1, 2 & 3) and do not show any conduit or conductors leaving the MCP's to get to admin. 1) Please advise if control and status are to go to SCADA in admin. 2) If so, please advise if existing ductbank is to be used or if new ductbank is to be installed to accomplish this. 3) Can ethernet cards be installed in the MCP's to get comms to admin via the new fiber optic cabling or is this required to be hardwired #14 conductors?	3/29/2021	1) Sump Pump statuses are required to go to SCADA. 2) Design will be modified to have sump pump signals report to Filter vendor PLCs 3) Sump pump signals will also travel to SCADA over fiber optic cable.	4/2/2021
80	3/25/2021	D-1.17, S-1.61-S1.62 & S -1.68	Per note 5 on D-1.17 the existing wall between filters 2 & 3 requires an opening length and height of 12'x8'. The structural drawings show the length and height of these openings to be 12'x10' between filters 2-3, 4-5, & 6-7. Please confirm which opening size is correct.	4/1/2021	Dimensions shown on Structural Sheets are correct (12'x10' wall openings). This will be updated in the "For Construction" set.	4/2/2021
81	3/25/2021	M-3.67	Please provide structural details for the corrugated steel structure located at the OWRF Reserviors.	4/1/2021	The corrugated steel structure is the Southeast canopy from the MBR CCB which is being relocated above the Reservoir Inlet Channel. A note will be added in the "For Construction" set to clarify.	4/2/2021
82	3/25/2021	Specification section 01300	Spec section 01300-1.4.B states the Engineer will return shop drawings with 35 days of receipt. This duration is significantly higher than most projects and McCarthy would request that the submittal review time frame be changed to 14 days.	4/1/2021	All recent projects for the City of Chandler (OWRF & AWRF) have had the same review timeframe specified (30 to 35 days) in the contract documents. Timeframe specified shall remain the same. However, like any previous projects, Wilson will strive to return shop drawings in a timely manner and will expedite reviews upon request.	4/2/2021

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83	3/25/2021	Spec 09920	Specification section 09920 refers to sewer coatings please advise on where exactly this will be required. If the manhole is existing then please advise on the existing coating in order to match.	4/1/2021	There are two new manholes that will require coating. Refer to Sheet C-1.26 and C-3.25. There is one connection to an existing manhole that will require protective coating repair, see Sheet C-1.22. Records show that coating of this existing manhole is T-Lock except for the grade rings and the base which are coated with Sauereisen 210 (CMAR to field verify).	4/2/2021
84	3/25/2021	Spec 09920	Please advise if Tnemec can be noted as an alternative coat spec 3.5. See the back up documentation provided.	4/1/2021	Please refer to the City of Chandler List o Approved Products (see attached to email sent 2021.04.02). Tnemec is not listed and therefore is not acceptable. Any of the coating systems listed will be acceptable. Specification 09920 will be updated in the "For Construction" set.	4/2/2021
85	3/29/2021	Spec 16161	Spec 16161 1.4 B lists approved control panel manufacturers. 1) Please remove Zak Controls from the list. 2) Please advise if Prime Controls may be added as an approved panel manufacturer.	4/1/2021	1) Zak Controls will be retained. 2) Prime Controls will be added to For Construction specifications.	4/2/2021
86	3/29/2021	C-3.41 - C-3.46	Please confirm that the correct scale is 1"=40'0" and not 1"=20' as currently shown.	4/1/2021	These sheets were printed on 11"x17" PDF instead of 22"x34" PDF. The correct scale is 1"=20'. Scale off scale provided in drawing (lower right). This will be corrected in the "For Construction" set.	4/2/2021
87	3/29/2021	M-1.22	Will there need to be sliding supports for A line added to adjust for movement of the pipe?	4/1/2021	Sliding/fixed supports will be evaluated and shown in the "For Construction" set. For cost estimation, please use the attached saddle detail that will be required on top of the pipe support type shown on S-1.22.	4/2/2021
88	3/30/2021	S-5	The General Structural Notes on section S-5 calls out a 20 psf superimposed dead load to be applied to the building. If this is applied to the pre-engineered maintenance building then the roof framing per Nucor erector would need to be changed to bar joists and have a standing seam roof system instead of a screw down PBR roof. Please clarify if this is correct or if that 20 PSF would not apply for this building.	4/1/2021	Superimposed dead load (Pre-Engineered Metal Building Note 2.02.B on Sheet S-5) will changed to 10psf in the "For Construction" set.	4/2/2021
89	3/29/2021	S-3.61	The diameter of the columns in the reservoir are 27 inches. This is not a standard size for sonotube, but the next size up is 30 inches. Please confirm the column sizes may be increased to a 30 inch diameter column in lieu of 27 inches as shown.	4/1/2021	CMAR may elect to pour 30" columns but at no cost increase to the project.	4/2/2021
90	3/30/2021	I-3.31	Is the ball valve in line with the 16" RAS line or is that part of a flushing connection?	4/1/2021	The ball valve is part of the flushing connection. There is a 2-inch pvc ball valve and a 2-inch SST ball valve that are used in the drain line. This will be revised in the "For Construction" set.	4/2/2021
91	3/30/2021	M-3.04	The drawing of the areation basins show metal pipe supports on the west side of the center walkway but not on the east side. Will supports be required at all sides at areation basins 2A, 2B, and 2C?	4/1/2021	The pipe support as detailed in the Structural sheets are required at all sides of all aeration basins (1A, 1B, 1C, 2A, 2B, 2C). The only exception is the north side of aeration basin 2A where Detail 405 on Sheet M-7.04 is called out.	4/2/2021
92	3/31/2021	Spec 14200 / A-1.83	Specification section 14200 calls out for the crane to span 25 ft while the drawings scale out at 44'-4" please confirm which one is correct.	4/1/2021	Section 14200, paragraph 2.02 B. 3 should read: “Span: approximately 44’-4”, length as required to span between crane rails indicated on plans.” This will be updated in the "For Construction" set.	4/2/2021
93	3/30/2021	A-1.82	On A-1.82 grid line 5-A on the exterior of the building an air compressor is shown in this location. While on H-1.83 the evap cooler and heat pump unit is shown in the same location. Sheet P-1.83 shows the air compressor located at 2-A. Please advice on which one is correct.	4/1/2021	HVAC drawings shall govern for the location of the evap cooler, heat pump and air compressor. Architectural drawings will be revised accordingly in the "For Construction" set.	4/2/2021

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94	3/31/2021	E-3.36 & E-2.02	The Conduit Block Diagram on E-3.35 indicates that the main feeder conductors for MCC-449-001/002 (conduits P449-101 & P449-200) are to be replaced. It is indicated that these conductors are to be routed through existing conduits to the “Existing Main Switchgear” however the location of the Main Switchgear is not identified. Please identify the specific location and routing path to the “Existing Main Switchgear” so that accurate cable footages can be included by all bidders.	4/1/2021	Main Switchgear location will be identified in the "For Construction" drawings. Contractor to field verify routing of wires to MCC-449-001 and MCC-449-002.	4/2/2021
95	3/31/2021	E-1.96	Drawing E-1.96 Conduit Block Diagram indicates conduits C2FA and C2FB to contain “3-#3/0 AWG & #3 GND” however, the panel being fed, LP-MT-100, is indicated to be a “3-Phase, 4-Wire”. Should the conductors be changed to “4-#3/0 AWG & #3 GND” or should panel LP-MT-100 be changed to “3-Phase, 3-Wire”?	4/1/2021	LP-MT-100 will be 3 Ph 4 Wire, Wire quantities will be 2 sets of 4-#3/0 AWG & #3 GND. Sheet E-1.96 will be modified in the "For Construction" set.	4/2/2021
96	3/31/2021	E-1.96	The Conduit Block Diagram on drawing E-1.96 indicates 1” conduits to be routed from the ECOM-MT panel to multiple Ethernet and Telephone port locations. As no conductors are identified to be provided, it is understood that the cabling and Ethernet and Telephone jacks will be furnished and installed by others (Owner’s communications contractor?). If this is not correct and cable and jacks are to be furnished by the Electrical Contractor, provide specifications for the cabling and jacks to be provided.	4/1/2021	Ethernet and telephone jacks and wiring shall be in the Contractor's scope. Final details of wiring will be provided in the "For Construction" set.	4/2/2021
97	3/31/2021	E-1.93 & 1.97	The Conduit Block Diagram on drawing E-1.97 shows conduit “PP1-02” to be routed to “Grinder Bench” however a location for this “Grinder Bench” does not appear to be identified on sheet E-1.93. Please advise where the bench grinder shall be located to estimate conduit and conductor quantities.	4/1/2021	Install conduit from the lighting panel to nearest pull box and label it for a future Grinder bench. Dedicate circuit shown on lighting panel with a label. Wires need not be installed.	4/2/2021
98	3/31/2021	E-1.92 & 1.97	The Conduit Block Diagram on drawing E-1.97 shows conduit “PP1-24” and “PP1-26” to route to “UPS” units (per panel schedule PP-MT-100 these UPS units are “future”). Where are these “future UPS” units to be located?	4/1/2021	These circuits are to be reserved for Future UPS inside ECOM-MT-100.	4/2/2021
99	3/31/2021	E-1.94	The light fixture layout drawing on E-1.94 for the Maintenance Building, appears to be missing a few local light switches for individual areas (i.e.: Tool storage Area 113, Men’s and Women’s locker rooms and Restrooms, Office 104 and 105, Breakroom, Area 115 Open Storage). Should any additional local light switches be added? If yes, what specific locations and quantities?	4/1/2021	Provide hand switches for each Locker room and Restroom. Sheet E-1.94 will be modified in the "For Construction" set	4/2/2021
100	3/31/2021	A-1.86	Architectural drawing A-1.86 appears to show the type “A” and “F” fixtures (35 qty) located within the Maintenance Building (including mezzanine area) to be suspended. Per Section 16500-3.1.C suspended fixtures are to be connected by a length of “SO” cord to an individual twist-lock receptacle, please confirm this requirement will be applicable to all 35 fixtures	4/1/2021	Yes, provide per specification 16500-3.1.C	4/2/2021
101	3/31/2021	S-3.44	Please confirm that the beam size and over hang length for the monorail girder at Ocotillo WRF	4/1/2021	The over hang length for the monorail girder shall be 10'-0" beyond the north support columns. The beam will be sized by the monorail manufacturer. These requirements will be incorporated in the "For Construction" set.	4/2/2021
102	3/31/2021	E-3.24, E-3.25, E-3.37, I-3.32	There is a discrepancy in the Single-Line drawing for MCC-449-001/002 regarding the WAS pumps. Per the Conduit Block Diagram on drawing E-3.37 and P&ID drawing I-3.32, WAS Pumps PMP-449-165 and PMP-449-166 are to be fed from motor starter within MCC-449-001/002.Single-line drawing E-3.24 & E-3.25 however do not indicate a motor starter in the MCC for these pumps as they are connected straight to feeder breakers within the MCC.	4/1/2021	WAS pump shall be driven by a NEMA Size 2 Starter inside the MCC. Sheets E-3.24 and e-3.25 will be edited in the "For Construction" set.	4/2/2021
103	3/31/2021	E-3.20, E-3.24, E-3.25	The Aeration Blower Schematic on drawing E-3.20 is indicated to be typical for blower BLR-449-901,BLR-449-902, and BLR-449-903, and does not show a requirement for a “bypass contactor”. Single-Line drawing E-3.25 for blowers BLR-449-902, and BLR-449-903 however indicate “SSS/BC”, implying bypass contactors. Note Single-Line drawing E-3.24 for blower BLR-449-901 does not indicate a bypass contactor. Are bypass contactors required for Aeration Tank Blowers BLR-449-902, and BLR-449-903? If yes, should a bypass contactor also be added for blower BLR-449-901 (drawing E-3.24)?	4/1/2021	The soft starter modules shall be provided with an integral shorting contactor per specification 16482 section 2.7. A physical bypass contactor is not required for these blowers. Sheet E-2.5 will be edited in the "For Construction" set.	4/2/2021
104	3/31/2021	E-3.04	On the Single-Line for Internal Mixed Liquor Pump PMP-419-006 (drawing E-3.04) there is a capacitor shown on the “load” side of disconnect switch DSC-419-006 however a size (KVAR) was not identified. What size capacitor is to be included for the bid?	4/1/2021	Coordinate with manufacturer for kVAR rating of Capacitors for these pumps, provide per their recommendation.	4/2/2021

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105	3/31/2021	D-1.14 & S-1.63	Please reference the attached photo of the existing filters 4&5. There is an existing overflow trough that is not shown to be demolished. Should this trough remain in place? There is also a new deck that is required to be installed on the existing wall between filters 4&5. The east end of the deck will span over the overflow trough and up to the overflow box. Please provide additional information for the connection of the deck to the east exterior wall of the filters.	4/1/2021	Trough shall be demolished. Detail for connecting concrete walkway at overflow point where shown in the reference photo will be shown in the "For Construction" set.	4/2/2021
106	3/31/2021	D-1.14 & S-1.63	Please reference the attached photo of the existing platform above filters 2&3. The demolition drawings do not show this platform to be removed. The structural drawings show 2 new platforms and a new concrete walkway in filters 2&3 which will conflict with this existing platform. Please confirm this walkway is to be removed and should be part of the demoltion scope.	4/1/2021	Platform shall be removed and will be shown in the "For Construction" set. Contractor to confirm support structures for existing equipment are not affected prior to removal or platform.	4/2/2021
107	3/31/2021	D-1.14 & S-1.63	Please reference the attached photo of filter gates at AWRF. The demolition drawings require these gates to be removed, but the structural drawings do not show replacement grating is needed to fill the void at the gate locations. Please confirm that new grating should be installed at these locations once the gates have been removed.	4/1/2021	New grating shall be installed in entirety on North-South walkway from existing Filters 2 thru 7 after removal of gates. This will be shown in the "For Construction" set.	4/2/2021
108	3/31/2021	D-3.07 & D-3.08	Reference note 2 on D-3.07 & D-3.08 and section B on D-3.08. The demolition detail shows that 2 feet of the deck is to remain in place and the rest of the wall at these locations should be removed to the top of the deck. Due to the congested area the demo contractor needs to remove the entire section of wall at these locations and then a 2 FT concrete beam would need to be poured back. Please confirm this is acceptable and if so please provide a beam detail.	4/1/2021	Removal of the wall will be acceptable and new column-walls with a beam to support the grating will be required. Those details will be shown in the "For Construction" set.	4/5/2021
109	3/31/2021	Specification 11310	Section 2.6 A. of specification 11310 Vertical Turbine Pump, references specification 09920 Coating Systems. Specification 09920 refers to the coating system for manholes. Please confirm this was meant to reference Specification 09900 - Painting?	4/1/2021	Confirmed, Specification 09900-Painting was the intended reference. This will be updated in the "For Construction" set.	4/2/2021
110	3/31/2021	Specification 06600	Section 2.1 of specification 06600 - Fiberglass Fabrications, lists the accpetable manufacturers. Please confirm if Enduro is an acceptable manufacturer for the Clarifier FRP components.	4/1/2021	Clarifier FRP components will fall under the Clarifier Unit Responsibility and FRP manufacturer will be acceptable as long as it meets Specification Section 06600 requirements.	4/2/2021
111	3/31/2021	Specification 113171	Section 2.4 F. 1. of specification 11317 - Positive Displacement Blowers, calls for a High Enclosure Air Temperature Switch. Aerzen is recommending this not be included as the enclosure fan is driven by the blower shaft so there is no mode of failure. When Aerzen has provided these they are prone to nuisance shutdowns. Please confirm the high enclosure air temperature switch is not required.	4/1/2021	High Enclosure Air Temperature Switch is not required.	4/2/2021
112	3/31/2021	Specificaiton 11317	Section 3.1 B requires (2) eight hour days of programming from the blower manufacturer. Please confirm this service is not necessary as only gauges and switches will be supplied.	4/1/2021	Include service requirement as is.	4/2/2021
113	3/31/2021	Specification 16225	Section 2.2A.14 of specification 16225, requires bearing life to be rated at 100,000 hours minimum. Bearing life for a motor on a belt drive is expected to be 60,000 hours. Please confirm the requirement can be reduced to the 60,000 hours for the bearing on the Positive Displacement Blower.	4/1/2021	Requirement shall be 100,000 hour life time.	4/2/2021
114	3/31/2021	Specification 16225	Section 2.7 of specification 16225, lists the accpetable manufacturers for motors. Please confirm if WEG is an acceptable motor manufacturer?	4/1/2021	WEG is acceptable.	4/2/2021
115	3/31/2021	Specification 11335 and Drawings M-3.4, M-3.2, M-3.28	Specification section 11335 - Secondary Clarifier Mechanism describes the clarifier to include a conventional skimmer design with a scum box at the periphery of the tank and a skimmer arm with a hinged skimmer mechanism. Drawings M-3.4, M-3.2, and M-3.28 detail a full trough skimmer arm with a scum box on the pepriphery of the tank. Please see attachment and confirm if the intention is to have a skimmer design as shown on CSW801-01 GA or conventional skimmer design as shown on drawing 100FT C4D Salitrillo-151.	4/1/2021	The specification 11335 description is correct, and the relevant drawings will be updated in the "For Construction" set to show the skimmer arm and mechanism more clearly. The intention is to have the conventional skimmer design as shown on drawing 100FT C4D Salitrillo-151.	4/2/2021
116	3/31/2021	Specification 11310	Section 2.4 D. 6. and 2.4 J. 2. Of specification section 11310 reference Specification 15050 and 15958 for design specification on resonant frequency. Specification section 15050 is the general pipe specification and section 15958 was not provided. Please provide specifications for resonant frequency.	4/1/2021	Refer to "Questions 116 & 117 Attachment" for replacement of Sections 2.4.D.6 and 2.4.J.2 Specification 11310 will be updated in the "For Construction" set.	4/2/2021

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117	3/31/2021	Specification 11310	Section 2.5 of specification 11310 includes the field quality control test level requirements for performance, vibration, and noise testing. The requirements for each level of testing is not shown. Please provide descriptions for testing requirements per level.	4/1/2021	Refer to "Questions 116 & 117 Attachment" for replacement of Section 2.5 Specification 11310 will be updated in the "For Construction" set.	4/2/2021
118	4/8/2021	A-3.83	The existing sludge blower building has acoustical panels inside but drawings don't show acoustical paneling for the new sludge blower building, nor is there a spec section for acoustical panels. Please confirm in acoustical panels will be requied for the new blower building.	4/12/2021	Confirmed, acoustical panels are required for the new blower building. See Specification 09511. This detail will be shown in the "For Construction" set.	4/15/2021
119	4/8/2021	S-3.01 & S-3.02	The Aeration Basin drawings don't currently show support beams under the 2" grating where the channel is widened. Please confirm if supports are needed at this location or if the grating thickness needs to change to compensate for the span.	4/12/2021	The new concrete wall will have a recessed shelf angle per Detail 3/S-11. The existing wall will need a post-installed shelf angle per Detail 3/S-11. This will be updated in the "For Construction" set.	4/15/2021
120	4/8/2021	S-3.87	Due to potential concrete corrosion, please confirm if concrete filled stair tread for the sludge holding tank is correct.	4/12/2021	Stairs shall match existing aluminum stairs at Sludge Holding Tanks 1 & 2. This will be reflected in the "For Construction" set.	4/15/2021
121	4/12/2021	C-1.26, C-1.27	Call out #3 on C-1.26 shows a new 12" BW line to new sewer manhole running directly south of the Filters Bldg. On C-1.27 the profile of this new 12" DIP line is shown. The invert info on the 48" SE CCP is incorrect and per as-builts is at 1205.3. This closes the window of running a new 12" DIP line connecting the new manhole to the Filters bldg. Installation of the new manhole at the specified location isn't feasible either due to proximity of existing BWW 24" DIP line. Please review these conflicts and discuss options of reverting back to 60% design.	4/12/2021	"04/15/2021: This issue was discussed with McCarthy on 4/13/2021. McCarthy is investigating Option 2A/2B (of pdf file ""BWW-12-DIP Routing"" provided by McCarthy) with Disc Filter manufacturer. 04/20/2021: Per discussion with McCarthy on 4/20/2021, the connection of the BWW-12-DIP shall be on the west side of the existing manhole, NOT to the exisitng FTW line (which connects to the east side of the existing manhole per field verification). Change of discharge piping configuration shall be reviewed by the Disc Filter manufacturer to ensure the backwash pumps do not need to be upsized."	4/20/2021
122	4/12/2021	M-3.04	Please confirm that the NPW around the perimeter of the Aeration Basins is suppose to be ductile iron pipe.	4/12/2021	Confirmed, NPW piping around the perimeter of the Aeration Basins shall be ductile iron.	4/15/2021
123	4/12/2021	M-1.24	Please confirm that note 13 and note 8 are suppose to be different types of expansion joints.	4/12/2021	Confirmed. Air piping expansion joints located 6' above grade or higher shall be of stainless steel type per Specification Section 15120.2.1.C. All other air piping expansion joints shall be of rubber type per Specification Section 15120.2.1.B.	4/15/2021
124	4/12/2021	Spec 03 3000 Part 3.4-G	Spec section 03 3000 part 3.4-G calls for concrete temperatures at or below 80 degrees farenheight during placement. Reginal suppliers will not guarantee to McCarthy placements at 80 degrees. ACI allows for temps up to 90 degrees and in many cirumstances, local tollerances can reach up to 95 degrees farenheight in the Phoeni Metro area. Please confirm that a max of 90 degrees is acceptable.	4/12/2021	A maximum of 90 degrees is acceptable.	4/15/2021
125	4/12/2021	Spec 03 3000 & GSN note 2.06	Discrepencies between concrete mixes have been noted between 03300 part 1.1-C, 03300 part 2.3-A and concrete mix table 2.06-A in general structure notes for the following items: Location of mixes by PSI strength, PSI strengths, Air entrainment content/percentages, water/cement ratios by mx and similar. Please confirm that the GSN table is to govern.	4/12/2021	GSN table shall govern. GSN and Spec will be reconciled in the "For Construction" set.	4/15/2021
126	4/12/2021	Spec 03300 3.7 Conc Curing	Specification section 03300 3.7 Concrete Curing & Protection states that after concrete placement is finished to "Start initial curing and keep continuously moist for not less than 72 hours." Can the use of curing compound be used for the inital curing method in place of wet curing?	4/12/2021	Curing compound is acceptable.	4/15/2021

Number	Date	Spec/Drawing	Question	Received by Wilson on	Wilson Response	Wilson Response Date
127	4/12/2021	Spec 099000	Please confirm that the intent is not to recoat factory prefinished items as pumps, other processed equiment, MCCs, HVACs and Electrical/Instrumentation Panels	4/12/2021	All factory coated items shall meet 09900 (unless material is stainless steel, aluminum or galvanized). If 09900 requirements are not met, they will need to be recoated per 09900.	4/15/2021
128	4/12/2021	C-3.92 M-3.67	**CONFIRM ELEVATION OF NEW RW-48-DIP RUNNING FROM EXIST. CCB TO RESERVOIR** -PROFILE ON C-3.92 SHOWS INV. 1268 -MECHANICAL DRAWINGS SHOW INV 1274 AT THE NEW RESERVOIR -OWRF AS-BUILTS SHOW EXISING RW LINE RUNNING FROM THE CCB TO THE RWPS AT INV. 1274. -OWRF AS-BUILTS ALSO SHOW CONFLICT WITH EXISTING RW-36-DIP PIPING RUNNING E-W ON THE SOUTH SIDE OF THE CCB AT INV 1268	4/12/2021	The invert elevation shown on Profile C is incorrect and should be 1174.0' throughout as shown on the Mechanical Drawings. Pipe profile will be corrected for the "For Construction" set.	4/15/2021
129	4/12/2021	S-3.02 Section 2	**EX/BF/CLSM for 3 Columns at A-Basin** Is existing overhang self-supported? This will most likely be undermined during excavations of columns. Will CLSM backfill be required underneath overhang and if so to what extent? What is the possibility of using a drilled pier in lieu of the proposed formed column?	4/12/2021	The existing overhang is self supporting. CLSM is not necessary. Drilled piers cannot be used because of the existing foundation.	4/15/2021
130	4/12/2021		Please clarify if Backflow Preventers are needed on all Potable water lines. Confirm if these will be required or not.	4/12/2021	Potable water lines dedicated to fire protection systems at the OWRF new SHT Blower Building and AWRF Maintenance Building are to be equipped with City of Chandler Standard Detail FD-144 - Fire Sprinkler Riser w/ Backflow Preventer (Approved by Fire Marshal Only). All other potable water lines shall be equipped with City of Chandler Standard C-311 - Reduced Pressure-Principle Backflow Prevention Assembly Installation - 3" and Under. Drawings will be adjusted to show this in the "For Construction" submittal.	4/15/2021
131	4/13/2021	Specification 11217	Section 2.1 A calls for the sample pump to be Model J+ Goulds pump. This specific model does not meet the specification. Please confirm this is the correct model. Pump Data has been attached for reference.	4/14/2021	This is the correct model, pump criteria will be corrected in Specification 11217 Sample Pumps for the "For Construction" Set.	4/15/2021
132	4/13/2021	S-3.01 & S-3.02	The west wall of the aeration basin shows (35) 6 inch cores are to be installed to allow for the new wall to be placed and vibrated. We would like to propose that the new slab be lengthened from 3' to 3'6". By increasing the slab length by 6 inches this will allow the new 12" wall to still be 6 inches under the existing deck and extend 6 inches west of the existing deck. This would remove the requirement to core 33 of the 35 six inch cores, the existing handrail could remain in place and the new wall could be poured to the same elevation of the existing deck which would leave a better finish. Please confirm this is acceptable.	4/14/2021	This will not be acceptable. The original design shall be followed per sheets S-3.01 & S-3.02 as shown.	4/15/2021
133	4/13/2021	D-1.15&1.16, S-1.61/1.62 & S-1.67	The demolition drawings show to sawcut a 5'x8' opening for the new effluent channel on the east side of the AWRF filters. S-1.67 shows the sawcut opening as 2 different sizes. Section one shows the opening to be 6'x8' adn section 2 shows the opening to be 5'x8'. Sheets S-1.61/1.62 shows the walls passing through the new sawcut openings which would need to be 6' wide. If the new walls are to pass through the new sawcut openings should the height of the openings match the height of the tall walls as shown on section 2 on S-1.67 for a TOW elevation of 1223.58. Please confirm the sawcut openings at each location.	4/13/2021	Typical sawcut opening (shown on Section D, Sheet D-1.15) shall be 6'W x 8'H at all sections for new effluent channel. Top of new wall elevations vary between 1218.51' (effluent weir), 1223.58' (East wall of each Pump Gallery), and 1224.58' (wall inside existing 'twin' grouted wash-water channels).	4/16/2021
134	4/14/2021	Specification 11285	Please Confirm if one set of stop logs are required for each guide frame. This would apply to the set of stop logs at the OWRF Anoxic Effluent channel, Splitter Box, Filter stop logs, and Chlorine Contact Basin stop logs.	4/14/2021	Yes, each guide frame shall have its own set of stop logs.	4/15/2021
135	4/14/2021	Specification 11285	Section 2.2 D.3.a. of specification 11285 states, "Each stop log shall be outfitted with a continuous resilient lip seal along the botttom and both sides to restrict leakage in accordance with the requirements listed in the specification." When stating "both sides" is that referring to the back and front of stop logs or left and right side of the stop log. Please see attachment, additional notes sheet, note number 11.	4/14/2021	The specification refers to the left and right side. The design intent is to have both seating and unseating heads as specified in the schedule.	4/15/2021
136	4/14/2021	15290-3	Confirm there should be insulation requirements are used for the ductwork connected to the heat pump supply and return.	4/16/2021	There shall be insulation for the package heat pump system (supply / return ductwork) that serves the office/restroom areas.	4/20/2021

Number	Date	Spec/Drawing	Question	Received by Wilson on	Wilson Response	Wilson Response Date
137	4/14/2021	15290-3	1.7B Acoustic Duct Insulation note 2 a - Please confirm if the ductwork from the evaporative cooler should be lined.	4/16/2021	No duct insulation is required for the evaporative cooler ductwork.	4/20/2021
138	4/16/2021		When the existing aeration basin diffuser piping is removed can the stainless steel anchor bolts for the supports be cut off flush and left as is without doing any patching.	4/16/2021	The stainless steel anchors shall be cut flush, leaving the ends exposed. Then, coat with 4”x4” per anchor end with Sikagard 62.	4/20/2021
139	4/16/2021	M-3.04	Sheet M3.04 calls out for 3” DIP for the NPW piping please confirm whether or not this can be changed to 4” DIP.	4/16/2021	Confirmed. 4" DIP may be used in lieu of 3" DIP.	4/16/2021
140	4/20/2021	See attached PDF Titled - OWRF Filter Elevations	Ocotillo As-builts from 1984 indicate top of slab elevation at 1177.69. Sheet S-3.47 in the 90% docs indicate 1179.10. Please confirm which elevation is correct. If the 1984 elevation is correct, do the new Disc Filters need to be lowered by 1.41ft or is whats currently drawn correct?	4/21/2021	The vertical datum for the OWRF was changed multiple times since it was originally built in 1984. Please refer to Survey Notes on Partial Site Plans and Partial Yard Piping Plans (i.e. Sheets C-3.05, C-3.25). Elevations shown in this drawing set are based on best available information (see Survey Note 1). CMAR shall provide location and elevation confirmations per Survey Notes 2 and 3.	4/29/2021
141	4/20/2021	See attached PDF Titled - OWRF Filter Manhole	Ocotillo - Disc Filters - Per the attached document. Would it be acceptable to flip the 03", 04", & 10" Lines 180degrees so that the new proposed manhole avoids any conflict with the existing electrical/communication manholes?	4/21/2021	From available Navisworks AsBuilts, it appears that the manhole location proposed by CMAR would conflict with an existing electrical ductbank. New manhole location shall remain as shown on the Agency Review set.	4/29/2021
142	4/20/2021	01010 - 1.1 A. 2. f.	Please update to say filters 1 & 2 to match drawings.	4/21/2021	This comment was already addressed in the Agency Review set.	4/29/2021
143	4/20/2021	01010 - 1.1 A. 3. c.	Please delete since Contractor is only responsible for dust control, SWPPP, Trailer, and FAA Obstruction Clearance.	4/21/2021	Contractor shall indicate permits they are responsible for. Specification language shall remain.	4/29/2021
144	4/20/2021	01010 - 1.7 C	Insert "When possible" at the beginning of this item. "The CONTRACTOR shall connect to existing utilities without disrupting or interrupting the operation of the services of the existing utilities."	4/21/2021	These items will be discussed with the OWNER, ENGINEER on a case by case basis. Specification language shall remain.	4/29/2021
145	4/20/2021	01012 - 1.2	Process, solids and washdown water will be reintroduced into the process unless specified otherwise instead of offsite disposal. All grit removed from anoxic basin at OWRF to be hauled off by COC.	4/21/2021	CMAR shall confirm with COC if acceptable, on a case by case basis. For grit disposal, see response to Question 186.	4/29/2021
146	4/20/2021	01012 - 1.2 B. 10	Please update to say when possible City will make initial break and flush lines prior to Contractors work	4/21/2021	These items will be discussed with the OWNER, ENGINEER on a case by case basis. Specification language shall remain.	4/29/2021
147	4/20/2021	01012 - 1.2 B. 16	Delete "No additional compensaton will be made for work that may be needed during after hours or on weekends." and replace with "CONTRACTOR will account for after hours or weekend work as needed to minimize disruption to normal operation."	4/21/2021	No additional compensation outside of what is included in the GMP shall be accepted. Contractor needs to bid the work per the specifications. Specification language shall remain.	4/29/2021
148	4/20/2021	01012 - 1.3 A. 1	We would like to request the review time be changed from 30 days prior to 21 days prior since we have already been discussing/reviewing most of these MOPO plans.	4/21/2021	All recent projects for the City of Chandler (OWRF & AWRF) have had the same review timeframe specified (30 to 35 days) in the contract documents. Timeframe specified shall remain the same. However, like any previous projects, Wilson will respond in a timely manner.	4/29/2021
149	4/20/2021	01012 - 1.3 A. 6	Add verbiage to allow designated McCarthy personnel operate switches and breakers on the Owner's behalf with written consent "Shutdown of Electrical Systems: CONTRACTOR shall lock out and tag circuit breakers and switches operated by the OWNER, or may operate switches and breakers with written permission from the OWNER, and check cables and wires to be sure that they are de-energized to ground potential before Work begins. Upon completion of the Work, CONTRACTOR shall remove the locks and tags and notify the ENGINEER that the facilities are available for use."	4/21/2021	OWNER will operate all existing equipment. However, these items will be discussed with the OWNER, ENGINEER on a case by case basis. Specification language shall remain.	4/29/2021
150	4/20/2021	01500 - 3.1	Delete requirement for security and responsibility for Owner's property and other private property. - GMP does not include any security guards and we cannot be responsible for Owner's property where we aren't working. Security is interpreted as fencing and a locked gate.	4/21/2021	This comment was already addressed in the Agency Review set.	4/29/2021

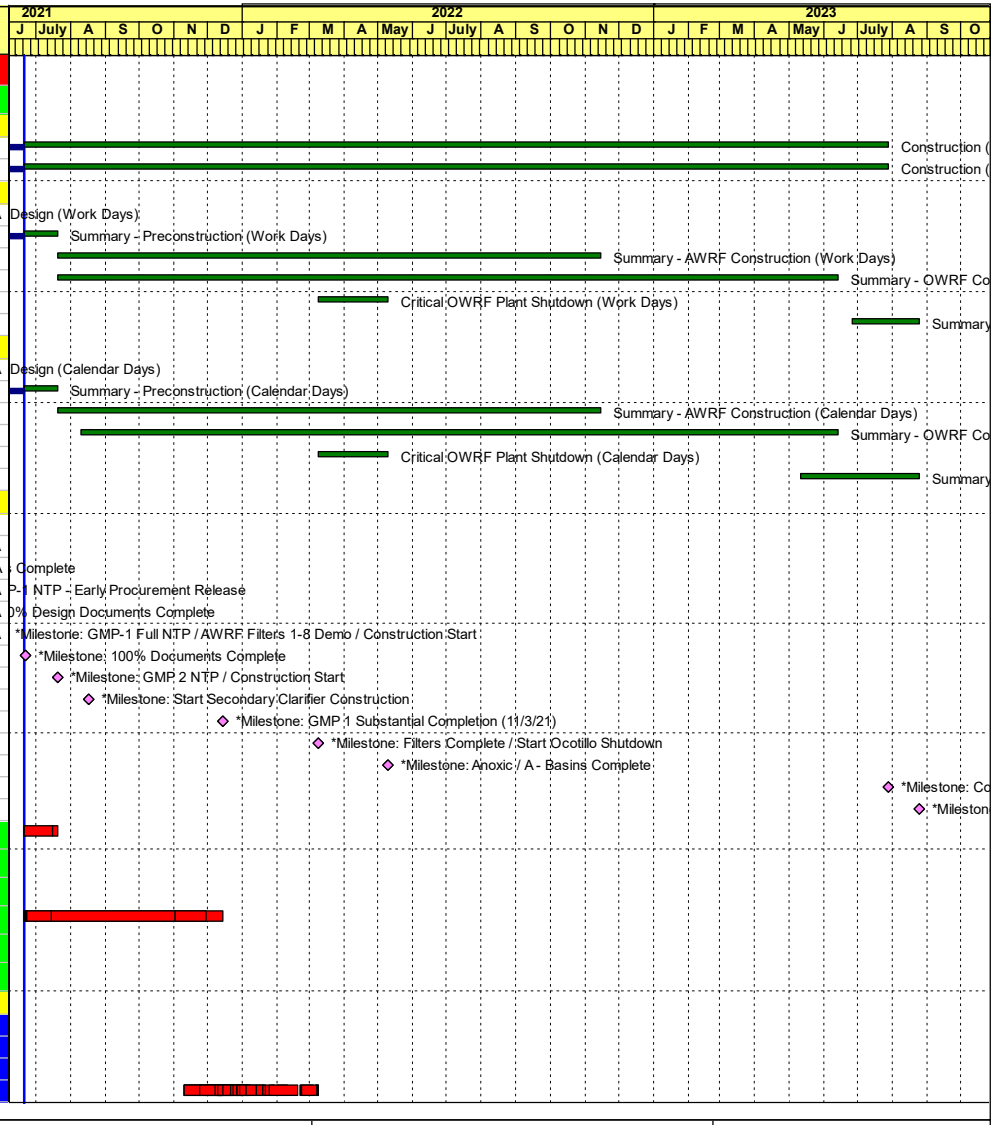
Number	Date	Spec/Drawing	Question	Received by Wilson on	Wilson Response	Wilson Response Date
151	4/20/2021	01650 - 2.1 A. 2	Specify which systems require metalurgical tests and accelerometer recordings during shipment - GMP currently includes neither of these requirements for any systems.	4/21/2021	This comment was already addressed in the Agency Review set.	4/29/2021
152	4/20/2021	01650 - 2.1 B. 3	Remove reference to 75% of Contract amount. - Billing for startup and testing will be as established in the project Schedule of Values. Most vendors require payment at or in excess of 75% upon receipt of approved goods.	4/21/2021	Specification language is standard and shall remain.	4/29/2021
153	4/20/2021	01650 - 3.8 A	Revise to reflect Owner's actual preferences. Better to delete training at bid time than to try to get a credit later. Provide list to Owner for review of what is required/desired	4/21/2021	This comment was already addressed in the Agency Review set.	4/29/2021
154	4/20/2021	01715 - 3.3	Hydrostatic testing of existing structures where new additions occurred will only be visual at the interfaces between new and existing - Contractor cannot be held responsible for condition of existing structures.	4/21/2021	Existing structures shall be visually inspected prior to connection to new structures to document condition. Connections between existing and new structures shall be inspected and compared to prior condition. These items will be discussed with the OWNER, ENGINEER on a case by case basis. Specification language shall remain.	4/29/2021
155	4/20/2021	01715 - 3.3. J. 2	Test measurements are required every 12 hours - We would like this included as every 24 hours.	4/21/2021	Test measurement requirements stated in this specification shall remain. These items will be discussed with the OWNER, ENGINEER on a case by case basis for review and approval from the City and Engineer.	4/29/2021
156	4/20/2021	01800 - Equip Sched.	Delete references to Disc Filter Unit 6 and appurtenances at AWRF - Only five (5) filters are included in GMP for AWRF	4/21/2021	Design will include 6 filters at AWRF. Construction is for five filters at this time. Specification language shall remain.	4/29/2021
157	4/20/2021	15050 - 3.4 A. 4	Specification states "Piping larger than 24" cleaned manually or with a cleaning ball or swab" - In lieu of using swab or cleaning ball, line will be flushed prior to final connection.	4/21/2021	This comment was already addressed in the Agency Review set.	4/29/2021
158	4/20/2021	15051 - 3.4 D. 1	A pressure test also accounts for leakage - why are these specified as two separate tests? Only a pressure test or a leakage test will be conducted depending upon piping system.	4/21/2021	Test requirements stated in this specification shall remain. These items will be discussed with the OWNER and ENGINEER on a case by case basis for review and approval.	4/29/2021
159	4/20/2021	15052- 3.4 D. 1	Leakage testing to be performed after pressure test - Delete requirement; see 3.1 B 1. A pressure test also accounts for leakage - why are these specified as two separate tests? Only a pressure test or a leakage test will be conducted depending upon piping system.	4/21/2021	See response to Question 158	4/29/2021
160	4/20/2021	16161 - 2.1 D. 1	Other places in the spec call for black background with white lettering, this calls for white back ground with black lettering. Please confirm/advise if this is intended to be different from other identification requirements in the spec.	4/21/2021	Provide per specification 16161 2.1.D.1	4/29/2021
161	4/20/2021	17452/17454/17456	Please elaborate on nuances with existing Foxboro equipment and any specific requirements with integrating new eqiupment with the existing system.	4/21/2021	1) At AWRF new hardwired connections (Influent gate actuators, Filter sump pumps) to plant Foxboro DCS cabinets shall be integrated into SCADA via the Wonderware platform. The new signals shall be integrated into the SCADA to meet all requirements of the Control Description Specification 17454. For AWRF, Contractor shall hire system integrator holding relevant experience in Foxboro systems. 2) Specifications 17452 and 17456 deal with PLCs. PLCs are not part of a Foxboro DCS system. 17451, 17452, 17456. 17461 are for modifications to OWRF Modicon PLCs and programming of the same.	4/29/2021
162	4/20/2021	1300-1.1A	Please update this section to state that all submittals are to be transmitted electronically utilizing the software agreed upon by the team. No costs for printing submittals will be included in the GMP 2 package.	4/21/2021	b. Specifications 17452 and 17456 deal with PLCs. PLCs are not part of a Foxboro DCS system. 17451, 17452, 17456. 17461 are for modifications to OWRF Modicon PLCs and programming of the same.	4/29/2021

Number	Date	Spec/Drawing	Question	Received by Wilson on	Wilson Response	Wilson Response Date
163	4/20/2021	01300-1.4.A	No hardcopies will be submitted and all docuements will be generated utilizing Bluebeam which is compatible with Adobe	4/21/2021	See response to Question 162.	4/29/2021
164	4/20/2021	01300-1.6.A,B,C & D	Please remove this requirement to track ALL materials and equipment as the project team will utilize the CPM schedule to track and update status for large equipment, but smaller material invoices will be provided as needed for backup to the Owner's pay application for a specific dollar value agreed to by the project team. If this requirement cannot be removed we will need to add a full time position to track ALL materials as requested and the cost would be significant to the project value	4/21/2021	Specification language is standard and shall remain. Contractor will be required to supply all backup/invoices for major subs and suppliers with the Pay App and Wilson will ask for smaller material invoices on a case by case basis. Major procurement items shall be tracked in the CPM schedule.	4/29/2021
165	4/20/2021	01300-1.10.A	Daily reports will be entered into Procore by the project team. Engineer will be provided access or reports can be sent on a weekly or monthly basis.	4/21/2021	Daily Reports will need to be furnished to the Engineer daily via email by 9:00am the following day after activities take place. Contractor and Engineer shall agree on the format prior to start of work.	4/29/2021
166	4/20/2021	01300-1.15.D	No hard copies will be provided for submittals, O&Ms, etc. All submittal documentation will be provided electronically.	4/21/2021	See response to Question 158	4/29/2021
167	4/20/2021	01310 Progress Schedules	Please update the specifications to accept electronic copies of the CPM schedule as the following items are not usually provided: 24x36 inch prints, floppy disk data, mylar copies, etc.	4/21/2021	Specification will be updated in the "For Construction" set but the requirement for hard copies per response to Question 158 shall remain.	4/29/2021
168	4/20/2021	01380 - 1.1.B	Please modify to state that photos will be provided electronically and filed in a digital folder specific to the corresponding site and structure/area. The name of the photo will not be modified with a description, date, job title, location or station, and direction of view. StructionSite will also be provide to show progress updates of the areas. A professional photographer will not be provided except for final photos and aerial photos.	4/21/2021	Photos can be provided electronically on thumb drive with each pay app as required by the City's Contract. However, the photos shall be named in accordance with Specification requirements.	4/29/2021
169	4/20/2021	01380 - 1.2	Modify to state that digital photos will be provided electronically through box or Procore and please remove D as no photo prints will be provided.	4/21/2021	Specification will be updated in the "For Construction" set.	4/29/2021
170	4/20/2021	01400 - 1.6 & 01451 1.1.B	These sections contradict each other. Please confirm all testing will be paid furnished by Owner and CMAR shall carry any additional testing for QC purposes	4/21/2021	Contractor shall conduct testing per Specifications for the QC purposes. OWNER will conduct testing for QA purposes as indicated in Specification 01451.	4/29/2021
171	4/20/2021	01500-3.1	Contractor will not be modifying or adding any gates or accesses and will secure facility when leaving the site. Contractor is not providing security for the projects.	4/21/2021	See response to Question 150.	4/29/2021
172	4/20/2021	01500-D.2	A 24'x60' trailer will be provided at the AWRF facility and will include a conference area, and offices with a window. Please confirm what furnishings will actually be needed as the list in the specification has not been included with all requests to save budget for the Owner.	4/21/2021	Furnishings will be needed and Wilson field staff will coordinate with McCarthy team to come up with a final list of items needed for the project.	4/29/2021
173	4/20/2021	01500-E	Pest control has not been included	4/21/2021	Pest control will not be needed unless pest are encountered in the office spaces. If pests are encountered, McCarthy shall be responsible for pest mitigation.	4/29/2021
174	4/20/2021	01660-1.4.B	Field and test data will be provided electronically	4/21/2021	Specification will be updated to require test data to be provided in accordance to Specification Section 01300.1.4.A. (electronically and one hard copy).	4/29/2021
175	4/20/2021	01700-1.3.10	Please modify to state electronic versions of the trainings are to be provided as video tapes are not utilized anymore	4/21/2021	Specification will be updated to require training videos to be submitted on two (2) external hard drives.	4/29/2021
176	4/20/2021	01715-1.1B	Please modify to state AWRF Disc Filters 2-7	4/21/2021	This is for Disc Filters 1 through 6 which will be installed in Filter Basins 2 through 7. Specification language shall remain.	4/29/2021
177	4/20/2021	01715-3.3B.3	Due to the time constraint at the Anoxic/Aeration/RAS/WAS PS please confirm that testing of the gates, valves, etc will not be required, but a visual test can be completed as the structures are brought back online	4/21/2021	Testing required as indicated in the Specifications. These items will be discussed with the OWNER and ENGINEER on a case by case basis for review and approval.	4/29/2021
178	4/20/2021	01715-I.1	Please confirm that a 5 gallon bucket can be utilized for the "Open-topped container"	4/21/2021	Confirmed.	4/29/2021
179	4/20/2021	01715-J.5	Please remove this section as the structures that will be tested will be so large that a test container will not be able to be provided to fulfill this requirement.	4/21/2021	Testing required as indicated in the Specifications. These items will be discussed with the OWNER and ENGINEER on a case by case basis for review and approval.	4/29/2021

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180	4/20/2021	01720-C.2	Please modify to all documentation will be stored electronically and will be provided upon request.	4/21/2021	A hard copy of the drawing and specifications shall be kept onsite for City inspector use. Other documentation such as As-Builts, RFIs, Submittals, etc., shall be kept electronically.	
181	4/20/2021	01720-F.3	Pricing has not been included to modify all CAD/Revit files to match the asbuilt locations. Please delete section or modify to state that all asbuilts may be provided in PDF format.	4/21/2021	Specification refers to *supplemental* drawings, not the original CAD drawings. Specification language shall remain.	4/29/2021
182	4/20/2021	01730-D.4	Please modify to state that O&Ms can be provided in electronic format.	4/21/2021	See response to Question 158	4/29/2021
183	4/20/2021	02050-1.3.2	Please remove as demolition will not require any preventative maintenance information	4/21/2021	Specification will be updated in the "For Construction" set.	4/29/2021
184	4/21/2021		Is 42" depth acceptable as that is the standard depth for pallet storage racks vs the 48" called out on the drawing A-1.82?	4/21/2021	This option will be evaluated and, if acceptable, will be included in the "For Construction" set.	4/29/2021
185	4/21/2021		At the entry way into the storage room there are two 4x6x10 racks (one on each side of doorway). Would one 12' long rack be ok in lieu of an 8' and a 6'? This would be a better layout for pallet storage.	4/21/2021	This option will be evaluated and, if acceptable, will be included in the "For Construction" set.	4/29/2021
186	4/21/2021		At the Anoxic/Aeration Basin at OWRF a grit/basin clean up of it is assumed 4 feet of grit clean up at the bottom of the basins.	4/21/2021	4' is an estimate. However, actual grit quantity may vary and shall need to be removed entirely. Provide unit cost for removal.	4/29/2021
187	4/21/2021	13300	Please advise if Campana for the PEMB is a viable "or equal".	4/21/2021	Architect is not familiar with this manufacturer. CMAR shall submit product data and a substantiation of the alternate, including evidence of satisfactory installations of similar products, for review and approval.	4/29/2021
188	4/21/2021	11217 - Sample Pumps 11310 - Vertical Turbine Pumps 11311.1 - Submersible Pumps for Dry Pit Application 11314 - End Suction Centrifugal Pumps	Please confirm anchorage calculations for pump installation are not required.	4/21/2021	Provide anchorage per specifications.	4/29/2021
189	4/21/2021	Specification 11221	Section 1.1 B in specification 11221 Hyperbolic Mixers and Accessories requires the existing mixer base plates to be reused. Please confirm the existing Hyperbolic Mixer bases must be reused.	4/21/2021	Existing mixer ***metal*** base shall ***not*** be reused. The existing concrete equipment pad shall be reused with some modifications that will be included in the "For Construction" set.	4/29/2021
190	4/21/2021		When the AWRF filter underdrains and grout are removed, we are assuming that the structural slab finish will be rough. The drawings do not address any modifications to the finish of the slab. Please provide direction for finishes and repairs that will be required.	4/21/2021	Structural slab is expected to be smooth. Underdrain anchors shall be cut and patched per the same requirements described in response to Question 138.	4/29/2021
191	4/21/2021	03100-3.7.A.1	Stripping of forms vary per situation. Please confirm that all vertical surfaces can be stripped within 12 hours of placing concrete. This would apply to all slabs, decks beam edges, and walls. All horizontal shoring for decks and beams will remain in place until design strength has been achieved.	4/21/2021	All vertical surface should follow the specification schedule. Contractor shall submit a concrete placement schedule by placement (Slabs, walls, etc.), and Wilson/NSB will evaluate how the spec is to be enforced (based on temperature, type of build, etc.)	4/29/2021
192	4/21/2021	03300-1.1.C	Due to the schedule requirements for the AWRF filters a concrete trial batch cannot be provided in time to meet the pour dates required. In reviewing the specifications for 23rd Ave it looks like the "Type 3" 5,000 PSI concrete is very similar to the Class "A" 5,000 PSI concrete. Please confirm it is acceptable to utlize the same mix provided by Cemex at 23rd Ave for the AWRF Filters until a trial batch can be provided and approved.	4/21/2021	Utilizing the same mix by Cemex at 23rd Ave is acceptable for the AWRF Filters. McCarthy shall provide a break history on this mix (and any other future mixes to be used) for review and approval.	4/27/2021

Number	Date	Spec/Drawing	Question	Received by Wilson on	Wilson Response	Wilson Response Date
193	4/27/2021		At 60% the CJ's at the Reservoir were laid out per the specifications, at GMP the CJ location has changed from the specifications. Attached is the drawing in Green show what the documents callout and the blue what McCarthy would propose. Please confirm if this is acceptable.	4/27/2021	The CJs will have to be as shown on the drawings. This doesn't deviate from the spec in the sense that 03251.3.2.B. notes that "Locate and install construction joints as shown." Also, please note that the CJs will have to go all the way to the slab edge, which will be shown in the "For Construction" set. Please see markups from NSB, attached.	

Activity ID	Activity Name	Orig Dur	Start	Finish
Chandler Water Reclamation Facility Improvements		927	06-Jan-20 A	25-Aug-23
Overview		927	06-Jan-20 A	25-Aug-23
Summary		547	01-Jun-21 A	28-Jul-23
SUM-DUR-B	Construction (Work Days)	547	01-Jun-21 A	28-Jul-23
SUM-DUR-A	Construction (Calendar Days)	786	01-Jun-21 A	28-Jul-23
Project Summary (Work Days)		575	13-May-20 A	25-Aug-23
O-SUM-325	Summary - Design (Work Days)	44	13-May-20 A	24-Mar-21 A
O-SUM-285	Summary - Preconstruction (Work Days)	0	24-Jul-20 A	20-Jul-21
O-SUM-295	Summary - AWRF Construction (Work Days)	337	20-Jul-21	14-Nov-22
O-SUM-305	Summary - OWRF Construction (Work Days)	483	20-Jul-21	13-Jun-23
O-SUM-275	Critical OWRF Plant Shutdown (Work Days)	44	09-Mar-22	09-May-22
O-SUM-315	Summary - Project Close-out (Work Days)	44	26-Jun-23	25-Aug-23
Project Summary (Calendar Days)		827	13-May-20 A	25-Aug-23
O-SUM-335	Summary - Design (Calendar Days)	44	13-May-20 A	24-Mar-21 A
O-SUM-345	Summary - Preconstruction (Calendar Days)	0	24-Jul-20 A	20-Jul-21
O-SUM-365	Summary - AWRF Construction (Calendar Days)	483	20-Jul-21	14-Nov-22
O-SUM-355	Summary - OWRF Construction (Calendar Days)	673	10-Aug-21	13-Jun-23
O-SUM-375	Critical OWRF Plant Shutdown (Calendar Days)	62	09-Mar-22	09-May-22
O-SU-385	Summary - Project Close-out (Calendar Days)	106	12-May-23	25-Aug-23
Milestones		927	06-Jan-20 A	25-Aug-23
MIL-100	*Milestone: Project Award	0	06-Jan-20 A	
MIL-110	*Milestone: 30% Design Documents Complete	0		24-Jun-20 A
MIL-140	*Milestone: 60% Design Documents Complete	0		11-Nov-20 A
MIL-160	*Milestone: GMP-1 NTP - Early Procurement Release	0		01-Mar-21 A
MIL-150	*Milestone: 90% Design Documents Complete	0		15-Mar-21 A
MIL-190	*Milestone: GMP-1 Full NTP / AWRF Filters 1-8 Demo / Construction Start	0		01-Jun-21 A
MIL-180	*Milestone: 100% Documents Complete	0		21-Jun-21*
MIL-120	*Milestone: GMP 2 NTP / Construction Start	0	20-Jul-21*	
MIL-230	*Milestone: Start Secondary Clarifier Construction	0	17-Aug-21	
MIL-170	*Milestone: GMP 1 Substantial Completion (11/3/21)	0		14-Dec-21*
A-FIL-SU-255	*Milestone: Filters Complete / Start Ocotillo Shutdown	0		08-Mar-22
A-FIL-SU-265	*Milestone: Anoxic / A - Basins Complete	0		09-May-22*
MIL-130	*Milestone: Construction Complete / Substantial Completion	0		28-Jul-23*
PRJ-CLS-1050	*Milestone: Final Completion	0		25-Aug-23
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Blower Facilities		377	10-Aug-21	03-Feb-23
Aeration Basins		230	20-Jul-21	14-Jun-22
Filters		214	01-Jun-21 A	05-Apr-22



Run Date - 18-Jun-21
Start Date - 06-Jan-20
Finish Date - 25-Aug-23
Data Date - 21-Jun-21

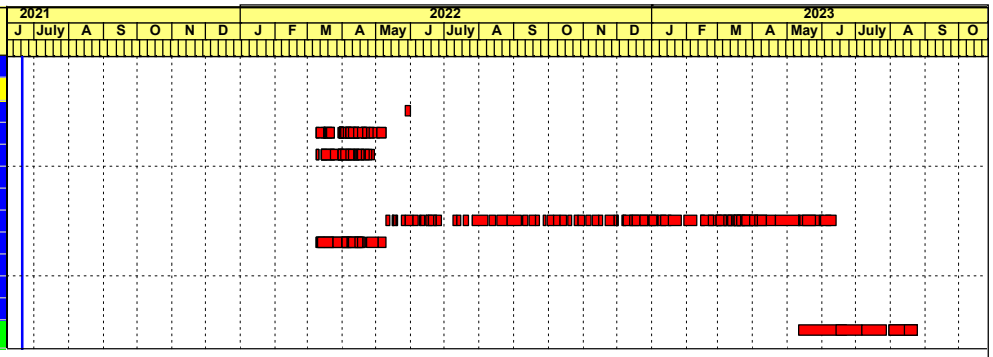
- Remaining Level of Effort
- Actual Level of Effort
- Actual Work
- Remaining Work
- Critical Remaining Work

Chandler Water Reclamation Facility Improvements

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00 - City Summary

Activity ID	Activity Name	Orig Dur	Start	Finish
	Maintenance Bldg	267	27-Oct-21	14-Nov-22
	OWRF	483	20-Jul-21	13-Jun-23
	Site	345	20-Jul-21	28-Nov-22
	Anoxic Basins	199	27-Oct-21	09-Aug-22
	Aeration Basin	231	20-Jul-21	15-Jun-22
	Splitter Box	151	02-May-22	05-Dec-22
	Secondary Clarifiers	405	17-Aug-21	22-Mar-23
	Filters	278	10-May-22	13-Jun-23
	RAS / WAS Pump Station	76	09-Mar-22	23-Jun-22
	Chlorine Contact Basin	75	15-Apr-22	01-Aug-22
	Reclaimed Water Storage	337	10-Aug-21	07-Dec-22
	Existing Reclaimed Water Storage	331	10-Aug-21	29-Nov-22
	Close Out / Project Completion	74	12-May-23	25-Aug-23



Run Date - 18-Jun-21
Start Date - 06-Jan-20
Finish Date - 25-Aug-23
Data Date - 21-Jun-21

Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work

Chandler Water Reclamation Facility Improvements

McCARTHY®

City of Chandler Water Reclamation Facility Improvements Project

List of GMP Plans and Specifications

GMP 2 Specifications

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Section 01040- Coordination	2	March 2021
Section 01050- Field Engineering/Surveying	1	March 2021
Section 01090- Reference Standards/Abbreviations	9	March 2021
Section 01201- Preconstruction Conference	2	March 2021
Section 01202- Progress Meetings	2	March 2021
Section 01300- Submittals	60	March 2021
Section 01310- Progress Schedule	10	March 2021
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Section 01400- Quality Control	2	March 2021
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Section 01414- Earthmoving and Dust Control	2	March 2021
Section 01451- Testing Laboratory Services Furnished by Owner	3	March 2021
Section 01500- Construction Facilities and Temporary Controls	12	March 2021
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GMP 1 Plans

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G – 2	Sheet Index 1	90% Submittal	3/15/2021 @2:48:09 PM	3/15/2021
G – 3	Sheet Index 2	90% Submittal	3/15/2021 @2:48:35 PM	3/15/2021
G – 4	General Notes – 1	90% Submittal	3/12/2021 @3:37:27 PM	3/15/2021
G – 5	General Notes – 2	90% Submittal	3/12/2021 @3:38:34 PM	3/15/2021
G – 6	Process and Site Legend	90% Submittal	3/12/2021 @3:40:55 PM	3/15/2021
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G – 10	OWRF Hydraulic Profile	90% Submittal	3/13/2021 @10:56:13 AM	3/15/2021
G – 11	AWRF Process Schematic	90% Submittal	3/12/2021 @3:55:16 PM	3/15/2021
G – 12	OWRF Process Schematic	90% Submittal	3/13/2021 @11:36:34 AM	3/15/2021
D – 1.00	AWRF – Overall Demolition Plan	90% Submittal	3/12/2021 @7:06:40 AM	3/15/2021
D – 1.01	AWRF – Partial Demolition Plan-1	90% Submittal	3/12/2021 @7:14:21 AM	3/15/2021
D – 1.03	AWRF – Partial Demolition Plan-3	90% Submittal	3/15/2021 @8:22:42 AM	3/15/2021
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D – 1.11	AWRF – Aeration Basins 1-4 Diffusers Demolition Overall Plan	90% Submittal	3/15/2021 @9:14:11 AM	3/15/2021
D – 1.12	AWRF – Aeration Basins 1-4 Diffusers Demolition Details	90% Submittal	3/15/2021 @9:16:59 AM	3/15/2021
D – 1.13	AWRF – Blower Piping Demolition Sheets	90% Submittal	3/15/2021 @1:55:31 PM	3/15/2021
D – 1.14	AWRF – Filter Overall Demolition Plan	90% Submittal	3/15/2021 @9:26:15 AM	3/15/2021
D – 1.15	AWRF – Filter Demolition Sections	90% Submittal	3/15/2021 @9:26:16 AM	3/15/2021
D – 1.16	AWRF – UV Splitter Box Overall Demolition Plan and Sections	90% Submittal	3/15/2021 @9:26:17 AM	3/15/2021
D – 1.17	AWRF – Filter Demolition Details	90% Submittal	3/15/2021 @9:26:17 AM	3/15/2021
D – 3.00	OWRF – Overall Demolition Plan	90% Submittal	3/15/2021 @9:40:18 AM	3/15/2021
D – 3.01	OWRF – Partial Demolition Plan-1	90% Submittal	3/15/2021 @9:43:44 AM	3/15/2021

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D – 3.07	OWRF – Aeration Basin Overall Demolition Plan	90% Submittal	3/13/2021 @7:16:09 AM	3/15/2021
D – 3.08	OWRF – Aeration Basin Demolition Sections and Details 1	90% Submittal	3/13/2021 @7:16:09 AM	3/15/2021
D – 3.09	OWRF – Aeration Basin Demolition Sections and Details 2	90% Submittal	3/13/2021 @7:16:10 AM	3/15/2021
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D – 3.11	OWRF – Anoxic Basins Overall Demolition Plans	90% Submittal	3/15/2021 @9:40:24 AM	3/15/2021
D – 3.12	OWRF – Anoxic Basins Demolition Sections and Details 1	90% Submittal	3/13/2021 @7:16:14 AM	3/15/2021
D – 3.13	OWRF – Anoxic Basins Demolition Sections and Details 3	90% Submittal	3/15/2021 @9:40:25 AM	3/15/2021
D – 3.14	OWRF – Clarifier Splitter Box Overall Demolition Plans	90% Submittal	3/13/2021 @7:16:17 AM	3/15/2021
D – 3.15	OWRF – Clarifier Splitter Demolition Sections and Details	90% Submittal	3/13/2021 @7:16:23 AM	3/15/2021
D – 3.16	OWRF – Clarifier No 1 and No. 2 Overall Demolition Plan	90% Submittal	3/15/2021 @10:00:03 AM	3/15/2021
D – 3.17	OWRF – Clarifier No 1 and No. 2 Demolition Section and Details	90% Submittal	3/15/2021 @10:11:59 AM	3/15/2021
D – 3.18	OWRF – Clarifier No. 3 Overall Demolition Plan	90% Submittal	3/15/2021 @10:17:33 AM	3/15/2021
D – 3.19	OWRF – Clarifier No. 3 Demolition Section and Details	90% Submittal	3/15/2021 @10:23:01 AM	3/15/2021
D – 3.20	OWRF – Traveling Bridge Filter No. 1 and No. 2 Overall Demolition Plan	90% Submittal	3/15/2021 @9:45:15 AM	3/15/2021
D – 3.21	OWRF – Traveling Bridge Filter No. 1 and No. 2 Overall Demolition Sections	90% Submittal	3/15/2021 @9:48:07 AM	3/15/2021
D – 3.22	OWRF – Traveling Bridge Filter No. 1 and No. 2 Overall Demolition Details	90% Submittal	3/15/2021 @9:49:56 AM	3/15/2021
D – 3.23	OWRF – RAS\WAS Pump Station Overall Demolition Plan	90% Submittal	3/15/2021 @10:01:59 AM	3/15/2021
D – 3.24	OWRF – RAS\WAS Pump Station Demolition Sections	90% Submittal	3/15/2021 @10:02:00 AM	3/15/2021
D – 3.25	OWRF – RAS\WAS Pump Station Demolition Details	90% Submittal	3/15/2021 @10:02:00 AM	3/15/2021
D – 3.30	OWRF – Effluent Storage Reservoir Overall Demolition Plan and Sections	90% Submittal	3/15/2021 @10:04:29 AM	3/15/2021

C – 1.0	AWRF Survey Control Sheet	90% Submittal	3/5/2021 @1:58:04 PM	3/15/2021
C – 1.01	AWRF – Overall Site Plan	90% Submittal	3/11/2021 @10:55:19 AM	3/15/2021
C – 1.02	AWRF – Partial Site Plan-1	90% Submittal	3/15/2021 @2:27:28 PM	3/15/2021
C – 1.04	AWRF – Partial Site Plan-3	90% Submittal	3/11/2021 @11:15:03 AM	3/15/2021
C – 1.06	AWRF – Partial Site Plan-5	90% Submittal	3/11/2021 @11:22:12 AM	3/15/2021
C – 1.21	AWRF – Overall Yard Piping Plan	90% Submittal	3/12/2021 @4:10:32 PM	3/15/2021
C – 1.22	AWRF – Partial Yard Piping Plan-1	90% Submittal	3/11/2021 @12:45:16 PM	3/15/2021
C – 1.24	AWRF – Partial Yard Piping Plan-3	90% Submittal	3/12/2021 @4:13:02 PM	3/15/2021
C – 1.26	AWRF – Partial Yard Piping Plan-5	90% Submittal	3/12/2021 @8:56:14 AM	3/15/2021
C – 1.27	AWRF – Filters and Flocculation Basins Plan and Profile	90% Submittal	3/15/2021 @2:33:15 PM	3/15/2021
C – 1.41	AWRF – Grading and Drainage Overall Site Plan	90% Submittal	3/15/2021 @10:48:42 AM	3/15/2021
C – 1.42	AWRF – Grading and Drainage Site Plan-1	90% Submittal	3/15/2021 @9:32:38 AM	3/15/2021
C – 1.43	AWRF – Grading and Drainage Site Plan-2	90% Submittal	3/15/2021 @9:28:33 AM	3/15/2021
C – 1.91	AWRF – Yard Piping Profiles 1	90% Submittal	3/15/2021 @2:58:46 PM	3/15/2021
C – 3.0	OWRF Survey Control Sheet	90% Submittal	3/5/2021 @1:54:04 PM	3/15/2021
C – 3.01	OWRF – Overall Site Plan	90% Submittal	3/13/2021 @8:54:59 AM	3/15/2021
C – 3.02	OWRF – Partial Site Plan-1	90% Submittal	3/13/2021 @9:03:30 AM	3/15/2021
C – 3.05	OWRF – Partial Site Plan-4	90% Submittal	3/13/2021 @9:06:49 AM	3/15/2021
C – 3.06	OWRF – Partial Site Plan-5	90% Submittal	3/13/2021 @9:11:21 AM	3/15/2021
C – 3.07	OWRF – Partial Site Plan-6	90% Submittal	3/13/2021 @9:15:05 AM	3/15/2021
C – 3.21	OWRF – Overall Yard Piping Plan	90% Submittal	3/13/2021 @9:17:33 AM	3/15/2021
C – 3.22	OWRF – Partial Yard Piping Plan-1	90% Submittal	3/13/2021 @9:22:21 AM	3/15/2021
C – 3.23	OWRF – Partial Yard Piping Plan-2	90% Submittal	3/13/2021 @9:26:44 AM	3/15/2021
C – 3.24	OWRF – Partial Yard Piping Plan-3	90% Submittal	3/13/2021 @9:31:06 AM	3/15/2021

C – 3.25	OWRF – Partial Yard Piping Plan-4	90% Submittal	3/13/2021 @9:37:26 AM	3/15/2021
C – 3.26	OWRF – Partial Yard Piping Plan-5	90% Submittal	3/13/2021 @9:40:52 AM	3/15/2021
C – 3.27	OWRF – Partial Yard Piping Plan-6	90% Submittal	3/15/2021 @10:52:07 AM	3/15/2021
C – 3.41	OWRF – Grading and Drainage Overall Plan	90% Submittal	3/15/2021 @10:56:30 AM	3/15/2021
C – 3.42	OWRF – Grading and Drainage Site Plan-1	90% Submittal	3/15/2021 @10:57:36 AM	3/15/2021
C – 3.43	OWRF – Grading and Drainage Site Plan-2	90% Submittal	3/15/2021 @10:58:31 AM	3/15/2021
C – 3.44	OWRF – Grading and Drainage Site Plan-3	90% Submittal	3/15/2021 @10:59:30 AM	3/15/2021
C – 3.45	OWRF – Grading and Drainage Site Plan-4	90% Submittal	3/15/2021 @11:00:20 AM	3/15/2021
C – 3.46	OWRF – Grading and Drainage Site Plan-5	90% Submittal	3/15/2021 @10:54:00 AM	3/15/2021
C – 3.91	OWRF – Yard Piping Profiles 1	90% Submittal	3/15/2021 @10:55:14 AM	3/15/2021
C – 3.92	OWRF – Yard Piping Profiles 2	90% Submittal	3/15/2021 @11:01:13 AM	3/15/2021
C – 7.01	Civil Details 1	90% Submittal	3/12/2021 @4:45:41 PM	3/15/2021
C – 7.02	Civil Details 2	90% Submittal	3/15/2021 @11:08:50 AM	3/15/2021
M – 1.01	AWRF – Aeration Basin No. 1 Plan and Section	90% Submittal	3/15/2021 @10:44:38 AM	3/15/2021
M – 1.02	AWRF – Aeration Basin No. 1 Sections	90% Submittal	3/15/2021 @11:11:02 AM	3/15/2021
M – 1.03	AWRF – Aeration Basin No. 2 Plan and Section	90% Submittal	3/15/2021 @10:47:37 AM	3/15/2021
M – 1.04	AWRF – Aeration Basin No. 2 Sections	90% Submittal	3/15/2021 @11:12:53 AM	3/15/2021
M – 1.21	AWRF – Blower Piping Rendering 1	90% Submittal	3/15/2021 @11:32:41 AM	3/15/2021
M – 1.22	AWRF – Blower Piping Rendering 2	90% Submittal	3/15/2021 @11:32:41 AM	3/15/2021
M – 1.23	AWRF – Blower Piping Rendering 3	90% Submittal	3/15/2021 @11:32:41 AM	3/15/2021
M – 1.24	AWRF – Blower Piping Overall Plan	90% Submittal	3/12/2021 @4:39:14 PM	3/15/2021
M – 1.25	AWRF – Blower Piping Plan and Section	90% Submittal	3/15/2021 @11:35:18 AM	3/15/2021
M – 1.26	AWRF – Blower Piping Plan and Section 1	90% Submittal	3/15/2021 @11:32:43 AM	3/15/2021
M – 1.27	AWRF – Blower Piping Plan and Section 2	90% Submittal	3/15/2021 @11:32:44 AM	3/15/2021

M – 1.28	AWRF – Blower Piping Plan and Section 3	90% Submittal	3/15/2021 @11:32:45 AM	3/15/2021
M – 1.61	AWRF – Disc Filter Rendering 1	90% Submittal	3/15/2021 @11:42:51 AM	3/15/2021
M – 1.62	AWRF – Disc Filter Rendering 2	90% Submittal	3/15/2021 @11:42:51 AM	3/15/2021
M – 1.63	AWRF – Disc Filter Rendering 3	90% Submittal	3/15/2021 @11:42:51 AM	3/15/2021
M – 1.64	AWRF – Filters Overall Plan	90% Submittal	3/12/2021 @4:28:40 PM	3/15/2021
M – 1.65	AWRF – Disc Filters Basin 5 Plan	90% Submittal	3/15/2021 @11:42:52 AM	3/15/2021
M – 1.66	AWRF – Disc Filter Pump Gallery	90% Submittal	3/15/2021 @11:42:54 AM	3/15/2021
M – 1.67	AWRF – Disc Filters Sections 1	90% Submittal	3/15/2021 @11:42:55 AM	3/15/2021
M – 1.68	AWRF – Disc Filters Sections 2	90% Submittal	3/15/2021 @11:42:56 AM	3/15/2021
M – 3.01	OWRF – Aeration and Anoxic Basins Rendering	90% Submittal	3/13/2021 @7:12:49 AM	3/15/2021
M – 3.02	OWRF – Aeration Basins Rendering	90% Submittal	3/15/2021 @11:54:47 AM	3/15/2021
M – 3.03	OWRF – Anoxic Basins Rendering	90% Submittal	3/13/2021 @7:12:50 AM	3/15/2021
M – 3.04	OWRF – Aeration Basin Overall Plan	90% Submittal	3/15/2021 @11:54:49 AM	3/15/2021
M – 3.05	OWRF – Aeration Basin Sections and Details 1	90% Submittal	3/15/2021 @11:54:50 AM	3/15/2021
M – 3.06	OWRF – Anoxic Basins Overall Plan	90% Submittal	3/13/2021 @7:16:25 AM	3/15/2021
M – 3.07	OWRF – Anoxic Basins Sections and Details 1	90% Submittal	3/15/2021 @11:54:52 AM	3/15/2021
M – 3.08	OWRF – Anoxic Basins Sections and Details 2	90% Submittal	3/15/2021 @11:54:53 AM	3/15/2021
M – 3.09	OWRF – Anoxic Basins Sections and Details 3	90% Submittal	3/15/2021 @11:54:54 AM	3/15/2021
M – 3.10	OWRF – RAS\WAS Pump Station Rendering 1	90% Submittal	3/13/2021 @7:12:50 AM	3/15/2021
M – 3.11	OWRF – RAS\WAS Pump Station Rendering 2	90% Submittal	3/13/2021 @7:12:51 AM	3/15/2021
M – 3.12	OWRF – RAS\WAS Pump Station Rendering 3	90% Submittal	3/13/2021 @7:12:51 AM	3/15/2021
M – 3.13	OWRF – RAS\WAS Pump Station Plan View	90% Submittal	3/13/2021 @7:16:31 AM	3/15/2021
M – 3.14	OWRF – RAS\WAS Pump Station Sections	90% Submittal	3/13/2021 @12:04:55 PM	3/15/2021
M – 3.21	OWRF – Splitter Box Rendering	90% Submittal	3/13/2021 @7:12:51 AM	3/15/2021

M – 3.22	OWRF – Splitter Box Overall Plan	90% Submittal	3/15/2021 @11:54:55 AM	3/15/2021
M – 3.23	OWRF – Splitter Box Section	90% Submittal	3/13/2021 @7:16:35 AM	3/15/2021
M – 3.24	OWRF – Secondary Clarifiers Rendering 1	90% Submittal	3/15/2021 @12:11:06 PM	3/15/2021
M – 3.26	OWRF – Secondary Clarifiers No. 1 and No. 2 Overall Plan	90% Submittal	3/15/2021 @12:48:42 PM	3/15/2021
M – 3.27	OWRF – Secondary Clarifiers No. 1 and No. 2 Sections and Details	90% Submittal	3/15/2021 @12:25:51 PM	3/15/2021
M – 3.28	OWRF – Secondary Clarifier No. 3	90% Submittal	3/15/2021 @12:25:52 PM	3/15/2021
M – 3.29	OWRF – Secondary Clarifier No. 3 Sections and Details	90% Submittal	3/15/2021 @12:25:53 PM	3/15/2021
M – 3.30	OWRF – Secondary Clarifiers Typical Details	90% Submittal	3/15/2021 @12:25:53 PM	3/15/2021
M – 3.31	OWRF – RAS\WAS Pump Station Rendering 1	90% Submittal	3/15/2021 @1:56:21 PM	3/15/2021
M – 3.32	OWRF – RAS\WAS Pump Station Rendering 2	90% Submittal	3/15/2021 @1:56:21 PM	3/15/2021
M – 3.33	OWRF – RAS\WAS Pump Station Rendering 3	90% Submittal	3/15/2021 @1:56:21 PM	3/15/2021
M – 3.34	OWRF – RAS\WAS Pump Station Plan View	90% Submittal	3/15/2021 @1:57:16 PM	3/15/2021
M – 3.35	OWRF – RAS\WAS Pump Station Sections	90% Submittal	3/15/2021 @1:57:17 PM	3/15/2021
M – 3.41	OWRF – Disc Filters Rendering 1	90% Submittal	3/15/2021 @12:29:01 PM	3/15/2021
M – 3.42	OWRF – Disc Filters Rendering 2	90% Submittal	3/15/2021 @12:29:02 PM	3/15/2021
M – 3.43	OWRF – Disc Filters Rendering 3	90% Submittal	3/15/2021 @12:29:02 PM	3/15/2021
M – 3.44	OWRF – Disc Filters Overall Plan	90% Submittal	3/15/2021 @12:29:04 PM	3/15/2021
M – 3.45	OWRF – Disc Filters Lower Plan	90% Submittal	3/15/2021 @12:29:05 PM	3/15/2021
M – 3.46	OWRF – Disc Filters Basin 4 Plan	90% Submittal	3/15/2021 @12:29:06 PM	3/15/2021
M – 3.47	OWRF – Disc Filters Pump Gallery Plan	90% Submittal	3/15/2021 @12:29:06 PM	3/15/2021
M – 3.48	OWRF – Disc Filters Sections and Details 1	90% Submittal	3/15/2021 @12:29:09 PM	3/15/2021
M – 3.49	OWRF – Disc Filters Sections and Details 2	90% Submittal	3/15/2021 @12:29:10 PM	3/15/2021
M – 3.61	OWRF – Reclaimed Water Reservoir Rendering 1	90% Submittal	3/15/2021 @9:34:02 AM	3/15/2021
M – 3.63	OWRF – Reclaimed Water Reservoir Rendering 3	90% Submittal	3/15/2021 @9:34:03 AM	3/15/2021

M – 3.64	OWRF – Reclaimed Water Reservoir Overall Plan	90% Submittal	3/15/2021 @12:36:09 PM	3/15/2021
M – 3.65	OWRF – Reclaimed Water Reservoir Lower Plan	90% Submittal	3/15/2021 @12:36:09 PM	3/15/2021
M – 3.66	OWRF – Reclaimed Water Reservoir Upper Plan	90% Submittal	3/15/2021 @12:36:10 PM	3/15/2021
M – 3.67	OWRF – Reclaimed Water Reservoir Sections 1	90% Submittal	3/15/2021 @9:25:50 AM	3/15/2021
M – 3.81	OWRF – Sludge Holding Tanks Blower Building Rendering 1	90% Submittal	3/15/2021 @12:41:07 PM	3/15/2021
M – 3.82	OWRF – Sludge Holding Tanks Blower Building Rendering 2	90% Submittal	3/15/2021 @12:41:07 PM	3/15/2021
M – 3.83	OWRF – Sludge Holding Tanks Blower Building Rendering 3	90% Submittal	3/15/2021 @12:41:08 PM	3/15/2021
M – 3.84	OWRF – Sludge Holding Tanks Lower Plan	90% Submittal	3/13/2021 @7:42:04 AM	3/15/2021
M – 3.85	OWRF – Sludge Holding Tanks Upper Plan	90% Submittal	3/13/2021 @7:42:06 AM	3/15/2021
M – 3.86	OWRF – Sludge Holding Tanks Sections and Details 1	90% Submittal	3/13/2021 @7:42:07 AM	3/15/2021
M – 3.87	OWRF – Sludge Holding Tanks Blower Building Plan	90% Submittal	3/13/2021 @7:42:08 AM	3/15/2021
M – 3.88	OWRF – Sludge Holding Tanks Blower Building Sections	90% Submittal	3/13/2021 @7:42:10 AM	3/15/2021
M – 3.89	OWRF – Sludge Holding Tanks Blower Foul Air Pipe Sections	90% Submittal	3/15/2021 @12:41:08 PM	3/15/2021
M – 7.01	Typical Details 1	90% Submittal	3/12/2021 @4:49:38 PM	3/15/2021
M – 7.02	Typical Details 2	90% Submittal	3/12/2021 @4:47:37 PM	3/15/2021
M – 7.03	Typical Details 3	90% Submittal	3/12/2021 @4:48:19 PM	3/15/2021
M – 7.04	Typical Details 4	90% Submittal	3/12/2021 @4:49:00 PM	3/15/2021
M – 7.05	Typical Details 5	90% Submittal	3/12/2021 @4:50:06 PM	3/15/2021
M – 7.06	Typical Details 6	90% Submittal	3/15/2021 @10:08:22 AM	3/15/2021
M – 7.07	Typical Details 7	90% Submittal	3/12/2021 @4:51:33 PM	3/15/2021
S – 1	General Structural Notes 1	90% Submittal	3/11/2021 @3:41:19 PM	3/15/2021
S – 2	General Structural Notes 2	90% Submittal	3/11/2021 @3:41:19 PM	3/15/2021
S – 3	General Structural Notes 3	90% Submittal	3/11/2021 @3:41:20 PM	3/15/2021
S – 4	General Structural Notes 4	90% Submittal	3/11/2021 @3:41:21 PM	3/15/2021

S – 5	General Structural Notes 5	90% Submittal	3/11/2021 @3:41:21 PM	3/15/2021
S – 6	Abbreviations	90% Submittal	3/11/2021 @3:41:22 PM	3/15/2021
S – 10	Typical Details 1	90% Submittal	3/11/2021 @3:41:23 PM	3/15/2021
S – 11	Typical Details 2	90% Submittal	3/11/2021 @3:41:24 PM	3/15/2021
S – 12	Typical Details 3	90% Submittal	3/11/2021 @3:41:25 PM	3/15/2021
S – 13	Typical Details 4	90% Submittal	3/11/2021 @3:41:26 PM	3/15/2021
S – 14	Typical Details 5	90% Submittal	3/11/2021 @3:41:27 PM	3/15/2021
S – 15	Standard Details 6	90% Submittal	3/11/2021 @3:41:28 PM	3/15/2021
S – 16	Standard Details 7	90% Submittal	3/11/2021 @3:41:28 PM	3/15/2021
S – 1.21	AWRF – Air Piping Foundation Plan	90% Submittal	3/11/2021 @3:41:29 PM	3/15/2021
S – 1.22	AWRF – Air Piping Sections 1	90% Submittal	3/11/2021 @3:41:30 PM	3/15/2021
S – 1.61	AWRF – Filters Lower Plan - A	90% Submittal	3/11/2021 @3:41:31PM	3/15/2021
S – 1.62	AWRF – Filters Lower Plan - B	90% Submittal	3/11/2021 @3:41:32 PM	3/15/2021
S – 1.63	AWRF – Filters Upper Plan - A	90% Submittal	3/11/2021 @3:41:33 PM	3/15/2021
S – 1.64	AWRF – Filters Upper Plan - B	90% Submittal	3/11/2021 @3:41:34 PM	3/15/2021
S – 1.65	AWRF – Filters Crane Rail Framing Plan	90% Submittal	3/11/2021 @3:41:34 PM	3/11/2021 @3:41:34 PM
S – 1.66	AWRF – Filters Sections 1	90% Submittal	3/11/2021 @3:41:36 PM	3/15/2021
S – 1.67	AWRF – Filters Sections 2	90% Submittal	3/11/2021 @3:41:37 PM	3/15/2021
S – 1.68	AWRF – Filters Sections 3	90% Submittal	3/11/2021 @3:55:12 PM	3/15/2021
S – 1.69	AWRF – Filters Sections 4	90% Submittal	3/11/2021 @3:41:40 PM	3/15/2021
S – 1.70	AWRF – Filters Sections 5	90% Submittal	3/11/2021 @3:41:41 PM	3/15/2021
S – 1.71	AWRF – Filters Sections 6	90% Submittal	3/11/2021 @3:41:42 PM	3/15/2021
S – 3.01	OWRF – Aeration Basin Plans	90% Submittal	3/11/2021 @3:41:43 PM	3/15/2021
S – 3.02	OWRF – Aeration Basins Sections and Details 1	90% Submittal	3/11/2021 @3:41:45 PM	3/15/2021

S – 3.03	OWRF – Aeration Basins Sections and Details 2	90% Submittal	3/11/2021 @3:41:46 PM	3/15/2021
S – 3.04	OWRF – Aeration Basins Sections and Details 3	90% Submittal	3/11/2021 @3:41:47 PM	3/15/2021
S – 3.05	OWRF – Anoxic Basins Plan	90% Submittal	3/11/2021 @3:41:48 PM	3/15/2021
S – 3.06	OWRF – Anoxic Basins Sections and Details 1	90% Submittal	3/11/2021 @3:41:49 PM	3/15/2021
S – 3.07	OWRF – Anoxic Basins Sections and Details 2	90% Submittal	3/11/2021 @3:41:50 PM	3/15/2021
S – 3.08	OWRF – Anoxic Basins Sections and Details 3	90% Submittal	3/11/2021 @3:41:52 PM	3/15/2021
S – 3.09	OWRF – Anoxic Basins Sections and Details 4	90% Submittal	3/11/2021 @3:41:52 PM	3/15/2021
S – 3.21	OWRF – Secondary Clarifiers Upper Plan	90% Submittal	3/11/2021 @3:41:53 PM	3/15/2021
S – 3.22	OWRF – Secondary Clarifiers Sections 1	90% Submittal	3/11/2021 @3:41:54 PM	3/15/2021
S – 3.41	OWRF – Disc Filters Lower Plan	90% Submittal	3/11/2021 @3:41:55 PM	3/15/2021
S – 3.42	OWRF – Disc Filters Channel Level	90% Submittal	3/11/2021 @3:41:55 PM	3/15/2021
S – 3.43	OWRF – Disc Filters Upper Plan	90% Submittal	3/11/2021 @3:41:56 PM	3/15/2021
S – 3.44	OWRF – Disc Filters Canopy Framing	90% Submittal	3/11/2021 @3:41:57 PM	3/15/2021
S – 3.45	OWRF – Disc Filters Sections 1	90% Submittal	3/11/2021 @3:41:57 PM	3/15/2021
S – 3.46	OWRF – Disc Filters Sections 2	90% Submittal	3/11/2021 @3:41:58 PM	3/15/2021
S – 3.47	OWRF – Disc Filters Sections 3	90% Submittal	3/11/2021 @3:41:59 PM	3/15/2021
S – 3.48	OWRF – Disc Filters Canopy Sections and Details	90% Submittal	3/11/2021 @3:42:00 PM	3/15/2021
S – 3.49	OWRF – Disc Filters Sections and Details 1	90% Submittal	3/11/2021 @3:42:02 PM	3/15/2021
S – 3.50	OWRF – Disc Filters Sections and Details 1	90% Submittal	3/11/2021 @3:42:04 PM	3/15/2021
S – 3.51	OWRF – Disc Filters Sections and Details 1	90% Submittal	3/11/2021 @3:42:05 PM	3/15/2021
S – 3.52	OWRF – Disc Filters Platform Plan and Details	90% Submittal	3/11/2021 @3:42:06 PM	3/15/2021
S – 3.60	OWRF – Chlorine Contact Basin No. 3 Plans and Sections	90% Submittal	3/11/2021 @3:42:07 PM	3/15/2021
S – 3.61	OWRF – Reservoir Lower Plan	90% Submittal	3/11/2021 @3:42:07 PM	3/15/2021

S – 3.62	OWRF – Reservoir Upper Plan	90% Submittal	3/11/2021 @3:42:08 PM	3/15/2021
S – 3.63	OWRF – Reservoir Finished Grade Plan	90% Submittal	3/11/2021 @3:42:08 PM	3/15/2021
S – 3.64	OWRF – Reservoir Enlarged Plans 1	90% Submittal	3/11/2021 @3:42:09 PM	3/15/2021
S – 3.65	OWRF – Reservoir Enlarged Plans 2	90% Submittal	3/11/2021 @3:42:10 PM	3/15/2021
S – 3.66	OWRF – Reservoir Enlarged Plans 2	90% Submittal	3/11/2021 @3:42:11 PM	3/15/2021
S – 3.67	OWRF – Reservoir Sections 1	90% Submittal	3/11/2021 @3:42:12 PM	3/15/2021
S – 3.68	OWRF – Reservoir Sections 2	90% Submittal	3/11/2021 @3:42:13 PM	3/15/2021
S – 3.69	OWRF – Reservoir Sections 3	90% Submittal	3/11/2021 @3:42:14 PM	3/15/2021
S – 3.70	OWRF – Reservoir Sections 4	90% Submittal	3/11/2021 @3:42:16 PM	3/15/2021
S – 3.71	OWRF – Reservoir Sections 5	90% Submittal	3/11/2021 @3:42:17 PM	3/15/2021
S – 3.72	OWRF – Reservoir Sections 6	90% Submittal	3/11/2021 @3:42:19 PM	3/15/2021
S – 3.73	OWRF – Reservoir Sections 7	90% Submittal	3/11/2021 @3:42:21 PM	3/15/2021
S – 3.74	OWRF – Reservoir Sections 8	90% Submittal	3/11/2021 @3:42:22 PM	3/15/2021
S – 3.81	OWRF – Sludge Holding Tanks Lower Plan	90% Submittal	3/11/2021 @3:42:22 PM	3/15/2021
S – 3.82	OWRF – Sludge Holding Tanks Upper Plan	90% Submittal	3/11/2021 @3:42:23 PM	3/15/2021
S – 3.83	OWRF – Sludge Holding Tanks Upper Plan Reinforcement	90% Submittal	3/11/2021 @3:42:24 PM	3/15/2021
S – 3.84	OWRF – Sludge Holding Tanks Sections 1	90% Submittal	3/11/2021 @3:42:24 PM	3/15/2021
S – 3.85	OWRF – Sludge Holding Tanks Sections and Details 2	90% Submittal	3/11/2021 @3:42:27 PM	3/15/2021
S – 3.86	OWRF – Sludge Holding Tanks Sections and Details 3	90% Submittal	3/11/2021 @3:42:27 PM	3/15/2021
S – 3.87	OWRF – Sludge Holding Tanks Sections and Details 4	90% Submittal	3/11/2021 @3:42:29 PM	3/15/2021
S – 3.88	OWRF – Sludge Holding Tanks Blower Building Sections and Details 1	90% Submittal	3/11/2021 @3:42:31 PM	3/15/2021
S – 3.89	OWRF – Sludge Holding Tanks Blower Building Sections and Details 2	90% Submittal	3/11/2021 @3:42:32 PM	3/15/2021
S – 3.90	OWRF – Sludge Holding Tanks Blower Building Sections and Details 3	90% Submittal	3/11/2021 @3:42:35 PM	3/15/2021
S – 3.91	OWRF – Sludge Holding Tanks Blower Building Sections and Details 4	90% Submittal	3/11/2021 @3:42:35 PM	3/15/2021

S – 4.01	AWRF – Maintenance Building Foundation Plan	90% Submittal	3/11/2021 @3:42:36 PM	3/15/2021
S – 4.02	AWRF – Maintenance Building Foundation Sections 1	90% Submittal	3/11/2021 @3:42:38 PM	3/15/2021
A – 1.21	AWRF Blower Building Patch Notes	90% Submittal		3/15/2021
A – 3.81	OWRF – Sludge Holding Tanks Blower Building Code Sheet	90% Submittal	3/12/2021 @2:03:04 PM	3/15/2021
A – 3.82	OWRF – Sludge Holding Tanks Blower Building Schedules and Details	90% Submittal	3/12/2021 @2:03:04 PM	3/15/2021
A – 3.83	OWRF – Sludge Holding Tanks Blower Building Floor and Reflected Ceiling Plans	90% Submittal	3/12/2021 @2:03:04 PM	3/15/2021
A – 3.84	OWRF – Sludge Holding Tanks Blower Building Roof Plan and Sections	90% Submittal	3/12/2021 @2:03:04 PM	3/15/2021
A – 3.85	OWRF – Sludge Holding Tanks Blower Building Exterior Elevations	90% Submittal	3/12/2021 @2:03:04 PM	3/15/2021
A – 1.81	AWRF – Maintenance Building Code Analysis	90% Submittal	3/12/2021 @2:03:04 PM	3/15/2021
A – 1.82	AWRF – Maintenance Building Floor Plans	90% Submittal	3/12/2021 @2:03:04 PM	3/15/2021
A – 1.83	AWRF – Maintenance Building Reflected Ceiling Plan	90% Submittal	3/12/2021 @2:03:04 PM	3/15/2021
A – 1.84	AWRF – Maintenance Building Roof Plan	90% Submittal	3/12/2021 @2:03:04 PM	3/15/2021
A – 1.85	AWRF – Maintenance Building Elevations	90% Submittal	3/12/2021 @2:03:04 PM	3/15/2021
A – 1.86	AWRF – Maintenance Building Sections	90% Submittal	3/12/2021 @2:03:04 PM	3/15/2021
A – 1.87	AWRF – Maintenance Building Interior Elevations	90% Submittal	3/12/2021 @2:03:04 PM	3/15/2021
A – 1.88	AWRF – Maintenance Building Schedules	90% Submittal	3/12/2021 @2:03:04 PM	3/15/2021
A – 1.89	AWRF – Maintenance Building Details	90% Submittal	3/12/2021 @2:03:04 PM	3/15/2021
A – 1.90	AWRF – Maintenance Building Details	90% Submittal	3/12/2021 @2:03:04 PM	3/15/2021
A – 1.91	AWRF – Maintenance Building Details	90% Submittal	3/12/2021 @2:03:04 PM	3/15/2021
A – 1.92	AWRF – Maintenance Building Furniture Plan	90% Submittal	3/12/2021 @2:03:04 PM	3/15/2021
H – 1.21	AWRF – Aeration Basin Blower Bldg. Mech. Schedules, General Notes & Details	90% Submittal	3/9/2021 @2:32:32 PM	3/15/2021
H – 1.22	AWRF – Aeration Basin Blower Bldg. Mechanical HVAC Demolition Floor Plan	90% Submittal	3/9/2021 @2:31:05 PM	3/15/2021
H – 1.23	AWRF – Aeration Basin Blower Bldg. Mechanical HVAC Remodel Floor Plan	90% Submittal	3/9/2021 @2:29:18 PM	3/15/2021

H – 1.81	AWRF – Maintenance Building Mechanical Schedules and General Notes	90% Submittal	3/11/2021 @8:22:39 AM	3/15/2021
H – 1.82	AWRF – Maintenance Building Mechanical Schedules and Calculations	90% Submittal	3/11/2021 @8:22:59 AM	3/15/2021
H – 1.83	AWRF – Maintenance Building Mechanical Floor Plans	90% Submittal	3/11/2021 @8:28:36 AM	3/15/2021
H – 1.84	AWRF – Maintenance Building Mechanical Details	90% Submittal	3/10/2021 @1:47:34 PM	3/15/2021
H – 1.85	AWRF – Maintenance Building Mechanical Details	90% Submittal	3/10/2021 @1:51:31 PM	3/15/2021
H – 3.81	OWRF – Sludge Holding Tank Blower Building No. 2 Mechanical Schedules and General Notes	90% Submittal	3/9/2021 @2:23:31 PM	3/15/2021
H – 3.82	OWRF – Sludge Holding Tank Blower Building No. 2 Mechanical HVAC Floor Plan	90% Submittal	3/9/2021 @2:16:10 PM	3/15/2021
H – 3.83	OWRF – Sludge Holding Tank Blower Building No. 2 Mechanical Details	90% Submittal	3/9/2021 @2:10:22 PM	3/15/2021
P – 1.81	AWRF – Maintenance Building Plumbing Schedules and General Notes	90% Submittal	3/11/2021 @8:33:49 AM	3/15/2021
P – 1.82	AWRF – Maintenance Building Plumbing Schedules and Calculations	90% Submittal	3/11/2021 @8:33:29 AM	3/15/2021
P – 1.83	AWRF – Maintenance Building Plumbing Floor Plans	90% Submittal	3/11/2021 @10:52:49 AM	3/15/2021
P – 1.84	AWRF – Maintenance Building Plumbing Details	90% Submittal	3/11/2021 @8:34:22 AM	3/15/2021
P – 1.85	AWRF – Maintenance Building Plumbing Details	90% Submittal	3/11/2021 @8:34:41 AM	3/15/2021
P – 1.86	AWRF – Maintenance Building Plumbing Riser Diagrams	90% Submittal	3/11/2021 @1:01:57 PM	3/15/2021
E – 0.0	Electrical Symbols and Legend	90% Submittal	3/12/2021 @3:24:57 PM	3/15/2021
E – 0.01	AWRF – Plant Overall Site Plan	90% Submittal	3/12/2021 @3:25:06 PM	3/15/2021
E – 0.02	AWRF – Blower Building & Secondary Clarifiers 1-3 Partial Site Plan	90% Submittal	3/12/2021 @3:25:14 PM	3/15/2021
E – 0.03	AWRF – Filter Basins Partial Site Plan	90% Submittal	3/12/2021 @3:25:21 PM	3/15/2021
E – 0.04	AWRF – Maintenance Building Partial Site Plan	90% Submittal	3/12/2021 @3:25:28 PM	3/15/2021
E – 0.05	Lighting Fixture Schedule	90% Submittal	3/12/2021 @3:25:30 PM	3/15/2021
E – 1.21	AWRF – Plant Overall Single Line Diagram – Demolition	90% Submittal	3/12/2021 @3:25:32 PM	3/15/2021
E – 1.22	AWRF – Plant Overall Single Line Diagram Modifications	90% Submittal	3/12/2021 @3:25:34 PM	3/15/2021

E – 1.23	AWRF – MCC-AER Single Line Diagram Modifications 1 of 2	90% Submittal	3/12/2021 @3:25:36 PM	3/15/2021
E – 1.24	AWRF – MCC-AER Single Line Diagram Modifications 2 of 2	90% Submittal	3/12/2021 @3:25:38 PM	3/15/2021
E – 1.25	AWRF – MCC-BL2 Single Line Diagram Modifications	90% Submittal	3/12/2021 @3:25:40 PM	3/15/2021
E – 1.26	AWRF – Blower Building Demolition Power Plan	90% Submittal	3/12/2021 @3:25:47 PM	3/15/2021
E – 1.27	AWRF – Blower Building Area Modifications Power Plan	90% Submittal	3/12/2021 @3:25:56 PM	3/15/2021
E – 1.28	AWRF – Blower Building Power Conduit Block Diagram	90% Submittal	3/12/2021 @3:25:58 PM	3/15/2021
E – 1.61	AWRF – Existing Filter Basins 1-4 Panel Schedules - Demolition	90% Submittal	3/12/2021 @3:26:06 PM	3/15/2021
E – 1.62	AWRF – Existing Filter Basins 5-8 Panel Schedules - Demolition	90% Submittal	3/12/2021 @3:26:12 PM	3/15/2021
E – 1.63	AWRF – Filter Basins Panel Schedules – Modifications 1 of 2	90% Submittal	3/12/2021 @3:26:22 PM	3/15/2021
E – 1.64	AWRF – Filter Basins Panel Schedules – Modifications 2 of 2	90% Submittal	3/12/2021 @3:26:28 PM	3/15/2021
E – 1.65	AWRF – Existing Filter Basins 1-8 Power Plan - Demolition	90% Submittal	3/12/2021 @3:26:38 PM	3/15/2021
E – 1.66	AWRF – Filter Basin Overall Electrical Plan	90% Submittal	3/12/2021 @3:26:48 PM	3/15/2021
E – 1.67	AWRF – Filter Basins DS1 Power Plan	90% Submittal	3/12/2021 @3:26:59 PM	3/15/2021
E – 1.68	AWRF – Filter Basins DS2 Power Plan	90% Submittal	3/12/2021 @3:27:10 PM	3/15/2021
E – 1.69	AWRF – Filter Basins DS3 Power Plan	90% Submittal	3/12/2021 @3:27:20 PM	3/15/2021
E – 1.70	AWRF – Filter Basins DS4 Power Plan	90% Submittal	3/12/2021 @3:27:30 PM	3/15/2021
E – 1.71	AWRF – Filter Basins DS5 Power Plan	90% Submittal	3/12/2021 @3:27:41 PM	3/15/2021
E – 1.72	AWRF – Filter Basins DS6 Power Plan	90% Submittal	3/12/2021 @3:27:52 PM	3/15/2021
E – 1.73	AWRF – Filter Basins Controls Conduit Plan	90% Submittal	3/12/2021 @3:28:02 PM	3/15/2021
E – 1.74	AWRF – Filter Basins Power Conduit Block Diagram 1 of 4	90% Submittal	3/12/2021 @3:28:06 PM	3/15/2021
E – 1.75	AWRF – Filter Basins Power Conduit Block Diagram 2 of 4	90% Submittal	3/12/2021 @3:28:08 PM	3/15/2021
E – 1.76	AWRF – Filter Basins Power Conduit Block Diagram 3 of 4	90% Submittal	3/12/2021 @3:28:11 PM	3/15/2021
E – 1.77	AWRF – Filter Basins Power Conduit Block Diagram 4 of 4	90% Submittal	3/12/2021 @3:28:15 PM	3/15/2021
E – 1.78	AWRF – Filter Basins Controls Conduit Block Diagram 1 of 3	90% Submittal	3/12/2021 @3:28:17 PM	3/15/2021

E – 1.79	AWRF – Filter Basins Controls Conduit Block Diagram 2 of 3	90% Submittal	3/12/2021 @3:28:20 PM	3/15/2021
E – 1.80	AWRF – Filter Basins Controls Conduit Block Diagram 3 of 3	90% Submittal	3/12/2021 @3:28:23 PM	3/15/2021
E – 1.81	AWRF – Filter Basins Sump Pump Schematic Diagram	90% Submittal	3/12/2021 @3:28:26 PM	3/15/2021
E – 1.82	AWRF – Fiber Optic System Single Line Diagram Demolition	90% Submittal	3/12/2021 @3:28:29 PM	3/15/2021
E – 1.83	AWRF – Fiber Optic System Single Line Diagram Modifications	90% Submittal	3/12/2021 @3:28:32 PM	3/15/2021
E – 1.84	AWRF – Filter Basins Lighting Plan	90% Submittal	3/12/2021 @3:28:43 PM	3/15/2021
E – 1.91	AWRF – MCC-TH2 Single Line Diagram Modifications	90% Submittal	3/15/2021 @2:23:58 PM	3/15/2021
E – 1.92	AWRF – Maintenance Building Panel Schedules	90% Submittal	3/15/2021 @10:27:21 AM	3/15/2021
E – 1.93	AWRF – Maintenance Building Ground Level Power Plan	90% Submittal	3/15/2021 @10:09:01 AM	3/15/2021
E – 1.94	AWRF – Maintenance Building Lighting Plan Sheet 1 of 2	90% Submittal	3/12/2021 @3:29:06 PM	3/15/2021
E – 1.95	AWRF – Maintenance Building Lighting Plan Sheet 2 of 2	90% Submittal	3/15/2021 @10:09:48 AM	3/15/2021
E – 1.96	AWRF – Maintenance Building Conduit Block Diagram 1 of 2	90% Submittal	3/12/2021 @3:41:39 PM	3/15/2021
E – 1.97	AWRF – Maintenance Building Conduit Block Diagram 2 of 2	90% Submittal	3/12/2021 @3:39:32 PM	3/15/2021
E – 2.01	OWRF – Overall Electrical Site Plan	90% Submittal	3/12/2021 @3:26:39 PM	3/15/2021
E – 2.02	OWRF – Partial Site Electrical Plan 1	90% Submittal	3/12/2021 @3:26:49 PM	3/15/2021
E – 2.03	OWRF – Partial Site Electrical Plan 2	90% Submittal	3/12/2021 @3:26:57PM	3/15/2021
E – 2.04	OWRF – Partial Site Electrical Plan 3	90% Submittal	3/12/2021 @3:27:07 PM	3/15/2021
E – 2.05	OWRF – Partial Site Electrical Plan 4	90% Submittal	3/12/2021 @3:27:16 PM	3/15/2021
E – 2.06	OWRF – Partial Site Electrical Plan 5	90% Submittal	3/12/2021 @3:27:27 PM	3/15/2021
E – 3.01	OWRF – MCC-419-001 Single Line Diagram – Demolition	90% Submittal	3/12/2021 @3:27:29 PM	3/15/2021
E – 3.02	OWRF – MCC-419-002 Single Line Diagram – Demolition	90% Submittal	3/12/2021 @3:27:31 PM	3/15/2021
E – 3.03	OWRF – MCC-419-001 & 002 Existing Load Summaries	90% Submittal	3/12/2021 @3:27:35 PM	3/15/2021
E – 3.04	OWRF – MCC-419-001 Single Line Diagram - Modifications	90% Submittal	3/12/2021 @3:27:39 PM	3/15/2021
E – 3.05	OWRF – MCC-419-002 Single Line Diagram - Modifications	90% Submittal	3/12/2021 @3:27:41 PM	3/15/2021

E – 3.06	OWRF – MCC-419-001 & 002 New Load Summaries & LP-419-001 Panel Schedule	90% Submittal	3/12/2021 @3:27:45 PM	3/15/2021
E – 3.07	OWRF – Anoxic Basins Electrical Plan - Demolition	90% Submittal	3/12/2021 @3:27:51 PM	3/15/2021
E – 3.08	OWRF – Anoxic Basins Electrical Plan - Modifications	90% Submittal	3/12/2021 @3:27:55 PM	3/15/2021
E – 3.09	OWRF – Aeration Basins 1 Electrical Plan – Modifications	90% Submittal	3/12/2021 @3:27:59 PM	3/15/2021
E – 3.10	OWRF – Aeration Basins 2 Electrical Plan – Modifications	90% Submittal	3/12/2021 @3:28:01 PM	3/15/2021
E – 3.11	OWRF – Clarifier Splitter Box Electrical Plan - Demolition	90% Submittal	3/12/2021 @3:28:06 PM	3/15/2021
E – 3.12	OWRF – Anoxic Basins Schematic Diagram	90% Submittal	3/15/2021 @2:48:57 PM	3/15/2021
E – 3.13	OWRF – Aeration Basins Conduit Block Diagram – Power 1	90% Submittal	3/12/2021 @3:28:11 PM	3/15/2021
E – 3.14	OWRF – Aeration Basins Conduit Block Diagram – Power 2	90% Submittal	3/12/2021 @3:28:13 PM	3/15/2021
E – 3.15	OWRF – Anoxic Basins Conduit Block Diagram – Control 1	90% Submittal	3/15/2021 @2:51:55 PM	3/15/2021
E – 3.16	OWRF – Anoxic Basins Conduit Block Diagram – Control 2	90% Submittal	3/15/2021 @2:52:21 PM	3/15/2021
E – 3.17	OWRF – Anoxic Basins Conduit Block Diagram – Control 3	90% Submittal	3/12/2021 @3:28:20 PM	3/15/2021
E – 3.18	OWRF – RAS Pump Schematic Diagram	90% Submittal	3/12/2021 @3:28:22 PM	3/15/2021
E – 3.19	OWRF – WAS Pump Schematic Diagram	90% Submittal	3/12/2021 @3:28:25 PM	3/15/2021
E – 3.20	OWRF – Aeration Basin Blowers and Mixers Schematic Diagrams	90% Submittal	3/12/2021 @3:28:27 PM	3/15/2021
E – 3.21	OWRF – MCC-449-001 Single Line Diagram - Demolition	90% Submittal	3/12/2021 @3:28:29 PM	3/15/2021
E – 3.22	OWRF – MCC-449-002 Single Line Diagram - Demolition	90% Submittal	3/12/2021 @3:28:32 PM	3/15/2021
E – 3.23	OWRF – MCC-449-001 & 002 Load Summaries and LP-B Panel Schedule Demolitions	90% Submittal	3/12/2021 @3:28:36 PM	3/15/2021
E – 3.24	OWRF – MCC-449-001 New Single Line Diagram	90% Submittal	3/12/2021 @3:28:39 PM	3/15/2021
E – 3.25	OWRF – MCC-449-002 New Single Line Diagram	90% Submittal	3/12/2021 @3:28:42 PM	3/15/2021
E – 3.26	OWRF – MCC-449-001 & 002 Load Summaries and LP-B & LP-419-026 Panel Schedules	90% Submittal	3/12/2021 @3:28:47 PM	3/15/2021
E – 3.27	OWRF – Secondary Clarifiers 1-3 Electrical Plan – Demolition	90% Submittal	3/12/2021 @3:28:58 PM	3/15/2021

E – 3.28	OWRF – Blower Building MCC Room Power Plan – Demolition	90% Submittal	3/12/2021 @3:29:05 PM	3/15/2021
E – 3.29	OWRF – Blower Building MCC Room Power Plan – Modifications	90% Submittal	3/12/2021 @3:29:11 PM	3/15/2021
E – 3.30	OWRF – Secondary Clarifiers 1-2 Electrical Plan – Modifications	90% Submittal	3/12/2021 @3:29:17 PM	3/15/2021
E – 3.31	OWRF – Secondary Clarifier 3 Electrical Plan – Modifications	90% Submittal	3/12/2021 @3:29:21 PM	3/15/2021
E – 3.32	OWRF – Secondary Clarifiers Schematic Diagram	90% Submittal	3/12/2021 @3:29:24 PM	3/15/2021
E – 3.33	OWRF – Secondary Clarifiers 1-3 Conduit Block Diagram – Power	90% Submittal	3/12/2021 @3:29:26 PM	3/15/2021
E – 3.34	OWRF – Secondary Clarifiers 1-3 Conduit Block Diagram – Control	90% Submittal	3/12/2021 @3:29:28 PM	3/15/2021
E – 3.35	OWRF – Blower Conduit Block Diagram – Power 1	90% Submittal	3/12/2021 @3:29:30 PM	3/15/2021
E – 3.36	OWRF – Blower Conduit Block Diagram – Power 2	90% Submittal	3/12/2021 @3:29:32 PM	3/15/2021
E – 3.37	OWRF – Blower Conduit Block Diagram – Control	90% Submittal	3/12/2021 @3:29:34 PM	3/15/2021
E – 3.38	OWRF – RAS/WAS Pump Station Power Plan – Demolitions	90% Submittal	3/12/2021 @3:29:38 PM	3/15/2021
E – 3.39	OWRF – RAS/WAS Pump Station Power Plan – Demolition Details	90% Submittal	3/12/2021 @3:29:41 PM	3/15/2021
E – 3.40	OWRF – RAS/WAS Pump Station Power Plan – Modifications	90% Submittal	3/12/2021 @3:29:44 PM	3/15/2021
E – 3.41	OWRF – MCC-539-001 & 002 Single Line Diagram – Demolition	90% Submittal	3/12/2021 @3:29:46 PM	3/15/2021
E – 3.42	OWRF – MCC-539-001 & 002 Load Summaries – Demolition	90% Submittal	3/12/2021 @3:29:50 PM	3/15/2021
E – 3.43	OWRF – MCC-539-001 & 002 Single Line Diagram – Modifications	90% Submittal	3/12/2021 @3:29:53 PM	3/15/2021
E – 3.44	OWRF – MCC-539-001 & 002 Load Summaries - Modifications	90% Submittal	3/12/2021 @3:29:56 PM	3/15/2021
E – 3.45	OWRF – Traveling Bridge Filter Basins No. 1 and 2 Electrical Plan - Demolition	90% Submittal	3/12/2021 @3:30:03 PM	3/15/2021
E – 3.46	OWRF – Filter Basins Overall Electrical Plan	90% Submittal	3/12/2021 @3:30:10 PM	3/15/2021
E – 3.47	OWRF – Enlarged Disc Filter DIS1 Electrical Plan	90% Submittal	3/12/2021 @3:30:15 PM	3/15/2021
E – 3.48	OWRF – Enlarged Disc Filter DS2 and DS3 Electrical Plan	90% Submittal	3/12/2021 @3:30:22 PM	3/15/2021
E – 3.49	OWRF – Enlarged Disc Filter DS4 Electrical Plan	90% Submittal	3/12/2021 @3:30:28 PM	3/15/2021
E – 3.50	OWRF – Disc Filter Sump Pump Schematic Diagram	90% Submittal	3/12/2021 @3:30:30 PM	3/15/2021
E – 3.51	OWRF – Disc Filters DS1-DS4 Conduit Block Diagram – Power 1	90% Submittal	3/12/2021 @3:30:33 PM	3/15/2021

E – 3.52	OWRF – Disc Filters DS1-DS4 Conduit Block Diagram – Power 2	90% Submittal	3/12/2021 @3:30:35 PM	3/15/2021
E – 3.53	OWRF – Disc Filters DS1-DS4 Conduit Block Diagram – Power 3	90% Submittal	3/12/2021 @3:30:37 PM	3/15/2021
E – 3.54	OWRF – Disc Filters DS1-DS4 Conduit Block Diagram – Control 1	90% Submittal	3/12/2021 @3:30:39 PM	3/15/2021
E – 3.55	OWRF – Disc Filters DS1-DS4 Conduit Block Diagram – Control 2	90% Submittal	3/12/2021 @3:30:41 PM	3/15/2021
E – 3.56	OWRF – Disc Filters DS1-DS4 Conduit Block Diagram – Control 3	90% Submittal	3/12/2021 @3:30:44 PM	3/15/2021
E – 3.57	OWRF – Disc Filters Canopy Lighting Plan	90% Submittal	3/12/2021 @3:30:47 PM	3/15/2021
E – 3.61	OWRF – Reclaimed Water Pump Station Panel Schedules – Modifications	90% Submittal	3/12/2021 @3:30:51 PM	3/15/2021
E – 3.62	OWRF – Reclaimed Water Pump Station Panel Schedules – Demolition	90% Submittal	3/12/2021 @3:30:56 PM	3/15/2021
E – 3.63	OWRF – Reclaimed Water Pump Station Electrical Building Plan – Modifications	90% Submittal	3/12/2021 @3:31:01 PM	3/15/2021
E – 3.64	OWRF – Reclaimed Water Reservoir Electrical Plan	90% Submittal	3/12/2021 @3:31:06 PM	3/15/2021
E – 3.65	OWRF – Reclaimed Water Reservoir Conduit Block Diagram – Power	90% Submittal	3/12/2021 @3:31:09 PM	3/15/2021
E – 3.66	OWRF – Reclaimed Water Reservoir Conduit Block Diagram – Control	90% Submittal	3/12/2021 @3:31:11 PM	3/15/2021
E – 3.81	OWRF – MCC-610-001 & 002 Single Line Diagrams – Modifications	90% Submittal	3/12/2021 @3:31:13 PM	3/15/2021
E – 3.82	OWRF – MCC-610-001 & 002 Load Summaries/Elev – Modifications	90% Submittal	3/12/2021 @3:31:17 PM	3/15/2021
E – 3.83	OWRF – MCC-610-003 & 004 Single Line Diagrams	90% Submittal	3/12/2021 @3:31:21 PM	3/15/2021
E – 3.84	OWRF – MCC-610-001 & 004 Load Summaries/Elevations	90% Submittal	3/12/2021 @3:31:25 PM	3/15/2021
E – 3.85	OWRF – DP-610-002 and LP-610-002 Panel Schedules	90% Submittal	3/12/2021 @3:31:29 PM	3/15/2021
E – 3.86	OWRF – Sludge Holding Facilities Overall Electrical Plan	90% Submittal	3/12/2021 @3:31:34 PM	3/15/2021
E – 3.87	OWRF – New Sludge Holding Electrical Room – Electrical Power Plan	90% Submittal	3/12/2021 @3:31:38 PM	3/15/2021
E – 3.88	OWRF – New Sludge Holding Blower Room – Electrical Power Plan	90% Submittal	3/12/2021 @3:31:42 PM	3/15/2021
E – 3.89	OWRF – New Sludge Holding Tanks Electrical Power Plan	90% Submittal	3/12/2021 @3:31:45 PM	3/15/2021
E – 3.90	OWRF – New Sludge Holding Building Electrical Lighting Plan	90% Submittal	3/12/2021 @3:31:49 PM	3/15/2021
E – 3.91	OWRF – New Sludge Holding Tanks Electrical Lighting Plan	90% Submittal	3/12/2021 @3:31:53 PM	3/15/2021
E – 3.92	OWRF – Sludge Holding Tank Blowers Schematic Diagrams	90% Submittal	3/12/2021 @3:31:55 PM	3/15/2021

E – 3.93	OWRF – Sludge Holding Facility Conduit Block Diagram – Power 1	90% Submittal	3/12/2021 @3:31:57 PM	3/15/2021
E – 3.94	OWRF – Sludge Holding Facility Conduit Block Diagram – Power 2	90% Submittal	3/12/2021 @3:31:59 PM	3/15/2021
E – 3.95	OWRF – Sludge Holding Facility Conduit Block Diagram – Control	90% Submittal	3/12/2021 @3:32:01 PM	3/15/2021
E – 7.01	Standard Electrical Details Sheet 1	90% Submittal	3/12/2021 @3:32:04 PM	3/15/2021
E – 7.02	Standard Electrical Details Sheet 2	90% Submittal	3/12/2021 @3:32:06 PM	3/15/2021
E – 7.03	Standard Electrical Details Sheet 3	90% Submittal	3/12/2021 @3:32:08 PM	3/15/2021
I – 0.00	Instrumentation Standard Symbols and Legend	90% Submittal	3/12/2021 @3:45:41 PM	3/15/2021
I – 1.61	AWRF – Disc Filter DS1 P&ID Sheet 1 of 3	90% Submittal	3/15/2021 @2:11:59 PM	3/15/2021
I – 1.62	AWRF – Disc Filter DS1 P&ID Sheet 2 of 3	90% Submittal	3/15/2021 @2:12:00 PM	3/15/2021
I – 1.63	AWRF – Disc Filter DS1 P&ID Sheet 3 of 3	90% Submittal	3/15/2021 @2:12:01 PM	3/15/2021
I – 1.64	AWRF – Disc Filter DS2 P&ID Sheet 1 of 3	90% Submittal	3/15/2021 @2:12:01 PM	3/15/2021
I – 1.65	AWRF – Disc Filter DS2 P&ID Sheet 2 of 3	90% Submittal	3/15/2021 @2:20:23 PM	3/15/2021
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I – 1.67	AWRF – Disc Filter DS3 P&ID Sheet 1 of 3	90% Submittal	3/15/2021 @2:12:02 PM	3/15/2021
I – 1.68	AWRF – Disc Filter DS3 P&ID Sheet 2 of 3	90% Submittal	3/15/2021 @2:12:03 PM	3/15/2021
I – 1.69	AWRF – Disc Filter DS3 P&ID Sheet 3 of 3	90% Submittal	3/15/2021 @2:12:03 PM	3/15/2021
I – 1.70	AWRF – Disc Filter DS4 P&ID Sheet 1 of 3	90% Submittal	3/15/2021 @2:12:04 PM	3/15/2021
I – 1.71	AWRF – Disc Filter DS4 P&ID Sheet 2 of 3	90% Submittal	3/15/2021 @2:12:04 PM	3/15/2021
I – 1.72	AWRF – Disc Filter DS4 P&ID Sheet 3 of 3	90% Submittal	3/15/2021 @2:12:05 PM	3/15/2021
I – 1.73	AWRF – Disc Filter DS5 P&ID Sheet 1 of 3	90% Submittal	3/15/2021 @2:12:05 PM	3/15/2021
I – 1.74	AWRF – Disc Filter DS5 P&ID Sheet 2 of 3	90% Submittal	3/15/2021 @2:12:06 PM	3/15/2021
I – 1.75	AWRF – Disc Filter DS5 P&ID Sheet 3 of 3	90% Submittal	3/15/2021 @2:12:06 PM	3/15/2021
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I – 1.78	AWRF – Disc Filter DS6 P&ID Sheet 3 of 3	90% Submittal	3/15/2021 @2:12:08 PM	3/15/2021
I – 1.79	AWRF – Disc Filters Basins Sump P&ID	90% Submittal	3/15/2021 @2:31:58 PM	3/15/2021
I – 3.00	OWRF – Control System Architecture Modifications – Sheet 1 of 2	90% Submittal	3/12/2021 @3:35:37 PM	3/15/2021
I – 3.01	OWRF – Control System Architecture Modifications – Sheet 2 of 2	90% Submittal	3/12/2021 @3:35:39 PM	3/15/2021
I – 3.02	OWRF – Anoxic Basins P&ID – Modifications	90% Submittal	3/15/2021 @3:08:11 PM	3/15/2021
I – 3.03	OWRF – Blower Building Miscellaneous P&ID	90% Submittal	3/12/2021 @3:35:44 PM	3/15/2021
I – 3.04	OWRF – Aeration Basin 1 P&ID – Modifications	90% Submittal	3/12/2021 @3:35:46 PM	3/15/2021
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I – 3.06	OWRF – Aeration Blower 1 P&ID – Modifications	90% Submittal	3/12/2021 @3:35:50 PM	3/15/2021
I – 3.07	OWRF – Aeration Blower 2 P&ID – Modifications	90% Submittal	3/12/2021 @3:35:53 PM	3/15/2021
I – 3.08	OWRF – Aeration Blower 3 P&ID – Modifications	90% Submittal	3/12/2021 @3:35:55 PM	3/15/2021
I – 3.21	OWRF – Secondary Clarifier No. 1 P&ID	90% Submittal	3/12/2021 @3:35:57 PM	3/15/2021
I – 3.22	OWRF – Secondary Clarifier No. 2 P&ID	90% Submittal	3/12/2021 @3:35:59 PM	3/15/2021
I – 3.23	OWRF – Secondary Clarifier No. 3 P&ID	90% Submittal	3/12/2021 @3:36:01 PM	3/15/2021
I – 3.31	OWRF – RAS Pump Station P&ID	90% Submittal	3/15/2021 @3:43:57 PM	3/15/2021
I – 3.32	OWRF – WAS Pump Station P&ID	90% Submittal	3/15/2021 @3:43:43 PM	3/15/2021
I – 3.41	OWRF – Disc Filter DS1 P&ID Sheet 1 of 3	90% Submittal	3/12/2021 @3:36:09 PM	3/15/2021
I – 3.42	OWRF – Disc Filter DS1 P&ID Sheet 2 of 3	90% Submittal	3/12/2021 @3:36:11 PM	3/15/2021
I – 3.43	OWRF – Disc Filter DS1 P&ID Sheet 3 of 3	90% Submittal	3/12/2021 @3:36:13 PM	3/15/2021
I – 3.44	OWRF – Disc Filter DS2 P&ID Sheet 1 of 3	90% Submittal	3/12/2021 @3:36:16 PM	3/15/2021
I – 3.45	OWRF – Disc Filter DS2 P&ID Sheet 2 of 3	90% Submittal	3/12/2021 @3:36:18 PM	3/15/2021
I – 3.46	OWRF – Disc Filter DS2 P&ID Sheet 3 of 3	90% Submittal	3/12/2021 @3:36:19 PM	3/15/2021
I – 3.47	OWRF – Disc Filter D31 P&ID Sheet 1 of 3	90% Submittal	3/12/2021 @3:36:22 PM	3/15/2021
I – 3.48	OWRF – Disc Filter DS3 P&ID Sheet 2 of 3	90% Submittal	3/12/2021 @3:36:24 PM	3/15/2021

I – 3.49	OWRF – Disc Filter DS3 P&ID Sheet 3 of 3	90% Submittal	3/12/2021 @3:36:26 PM	3/15/2021
I – 3.50	OWRF – Disc Filter DS4 P&ID Sheet 1 of 3	90% Submittal	3/12/2021 @3:36:28 PM	3/15/2021
I – 3.51	OWRF – Disc Filter DS4 P&ID Sheet 2 of 3	90% Submittal	3/12/2021 @3:36:30 PM	3/15/2021
I – 3.52	OWRF – Disc Filter DS4 P&ID Sheet 3 of 3	90% Submittal	3/12/2021 @3:36:32 PM	3/15/2021
I – 3.53	OWRF – Disc Filter Basins Sump P&ID	90% Submittal	3/12/2021 @3:36:34 PM	3/15/2021
I – 3.61	OWRF – Reclaimed Water Reservoir P&ID	90% Submittal	3/12/2021 @3:36:37 PM	3/15/2021
I – 3.81	OWRF – Sludge Holding Tank Blower No. 4 P&ID	90% Submittal	3/12/2021 @3:36:39 PM	3/15/2021
I – 3.82	OWRF – Sludge Holding Tank Blower No. 5 P&ID	90% Submittal	3/12/2021 @3:36:42 PM	3/15/2021
I – 3.83	OWRF – Sludge Holding Tank Blower No. 6 P&ID	90% Submittal	3/12/2021 @3:36:45 PM	3/15/2021
I – 3.84	OWRF – Sludge Holding Tank Blower Air Supply Header P&ID	90% Submittal	3/12/2021 @3:36:47 PM	3/15/2021
I – 3.85	OWRF – Sludge Holding Tank No. 3 P&ID	90% Submittal	3/12/2021 @3:36:50 PM	3/15/2021
I – 3.86	OWRF – Sludge Holding Tank No. 4 P&ID	90% Submittal	3/12/2021 @3:36:53 PM	3/15/2021
I – 3.87	OWRF – Dewatering Feed Pump No. 1 P&ID – Modifications	90% Submittal	3/12/2021 @3:36:55 PM	3/15/2021
I – 3.88	OWRF – Dewatering Feed Pump No. 2 P&ID – Modifications	90% Submittal	3/12/2021 @3:36:58 PM	3/15/2021
I – 3.89	OWRF – Dewatering Feed Pump No. 3 P&ID – Modifications	90% Submittal	3/12/2021 @3:37:01 PM	3/15/2021
I – 3.90	OWRF – Dewatering Feed Pump No. 7 P&ID – Modifications	90% Submittal	3/12/2021 @3:37:03 PM	3/15/2021
I – 3.91	OWRF – Sludge Holding Tank Building Miscellaneous P&ID	90% Submittal	3/12/2021 @3:37:06 PM	3/15/2021

General Conditions

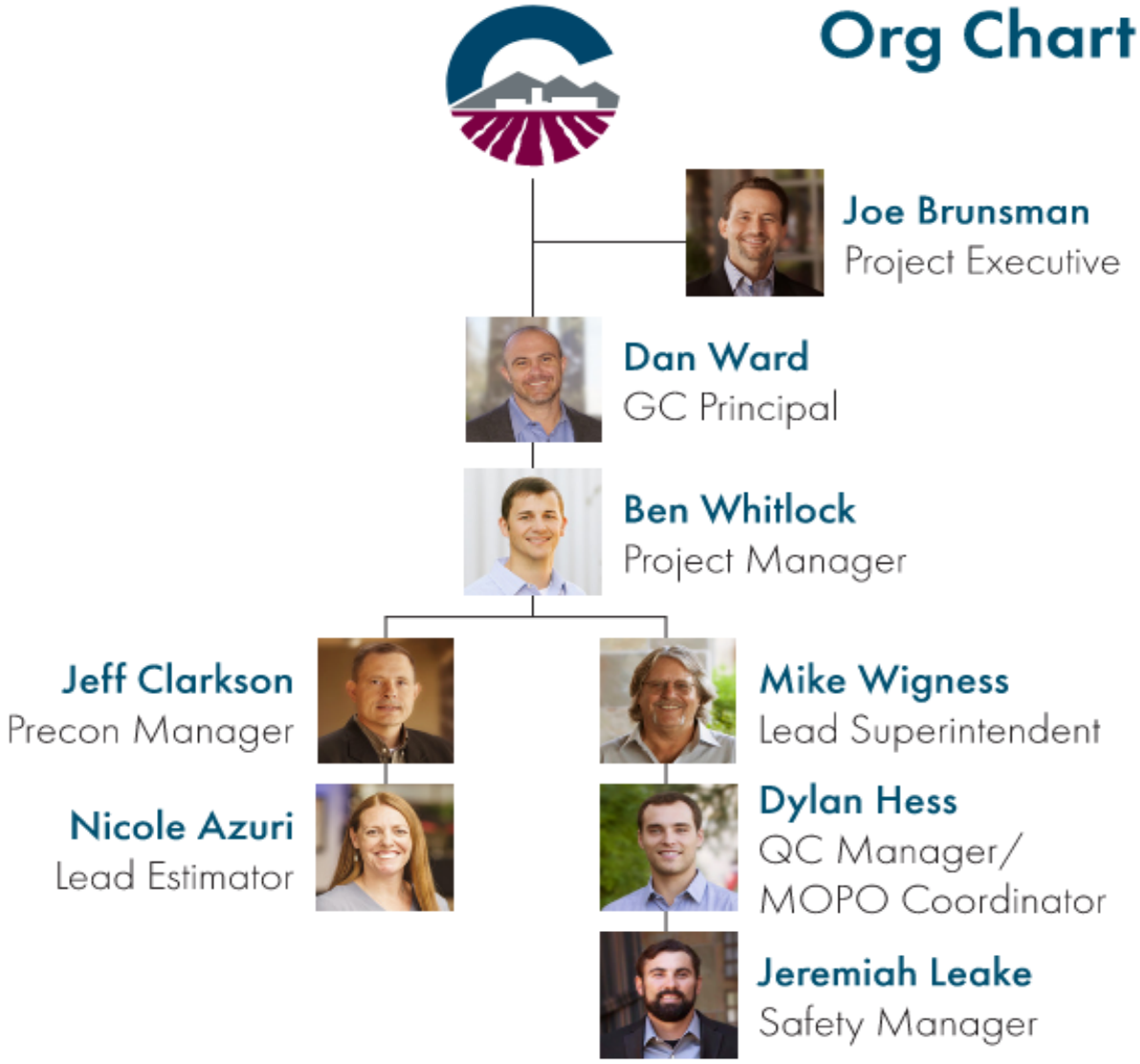
Chandler WRF Improvement Project GMP 2

6/21/2021

Description	Quantity	Unit	Total Unit Price	Total
General Conditions				
Project/Field Supervision				
Project Manager (Ben Whitlock)	98.0	WK	5,168.16	$506,480
Assistant Project Manager (Dylan Hess)	53.0	WK	4,354.78	$230,803
Safety Manager	28.0	WK	4,953.01	$138,684
General Superintendant (Mike Wigness)	15.0	WK	5,502.22	$82,533
Superintendent (Pete Cervantes)	101.0	WK	5,070.36	$512,107
Asstistant Superintendent (Ezequiel Pulido)	18.0	WK	4,358.68	$78,456
Concrete Superintendent (Jose Vega)	20.4	WK	4,995.16	$101,901
Project Engineer (Taylor Meulemans)	58.0	WK	3,673.03	$213,036
Project Engineer (Patrick Hoffman)	53.0	WK	3,673.03	$194,671
Project Engineer (Zach Staley)	53.0	WK	3,673.03	$194,671
Project Secretary (Tosh Nakasawa)	85.0	WK	2,599.91	$220,992
Job Support Items				
Double Wide Trailers (Ocotillo)	13.0	MO	1,441.00	$18,733
Double Wide Trailers (Airport)	12.0	MO	1,441.00	$17,292
Move & Setup Office	2.0	EA	9,100.00	$18,200
Trailer Engineering	2.0	EA	2,200.00	$4,400
Trailer Permits	1.0	LS	11,000.00	$11,000
Office Utility Hookup	2.0	EA	3,500.00	$7,000
Office Cleanup	160.0	WK	100.00	$16,000
Office Equipment	36.0	MO	1,400.00	$50,400
Office Furniture	3.0	EA	2,500.00	$7,500
Office Supplies	23.0	MO	800.00	$18,400
Postal/Delivery Costs	37.0	MO	500.00	$18,500
Network Data Services	37.0	MO	500.00	$18,500
Network and Wireless Hardware Setup	2.0	EA	4,000.00	$8,000
Network and Wireless Hardware (AWRF)	14.0	MO	145.00	$2,030
Network and Wireless Hardware (OWRF)	23.0	MO	250.00	$5,750
Temp Electric Hookup	1.0	EA	7,500.00	$7,500
Temp Water Hookup	1.0	EA	3,500.00	$3,500
Drinking Water/Cups	37.0	MO	500.00	$18,500
General Conditions Total				**$2,725,539**

		Weeks						
Staff	**Person**	**CMAR**	**Conc.**	**EW/YP**	**Process Mech**	**Proc Eq Inst.**	**TTL in EST**	**TTL Months**
Project Manager	Ben Whitlock	106					106	24.5
Earthwork PM	Daniel Soto			32			32	7.4
Asst. PM	Kim Young		42			16	58	13.4
Asst PM	Dylan Hess	53			12		65	15.0
General Superintendent	Mike Wigness	15					15	3.5
General Superintendent	Lloyd Hiser			6			6	1.4
Superintendent	Pete Cervantes	101					101	23.3
Superintendent	Tom Walker			36			36	8.3
Superintendent Mechanical	Jordon Woodworth				33	32	65	15.0
Concrete Superintendent	Jose Vega	20.4	41.6				62	14.3
Asst Supt	Ezequiel Pulido	18					18	4.2
Safety Manager	TBD (half time)	28					28	6.5
Project Engineer	Taylor Meulemans	58				48	106	24.5
Project Engineer	Patrick Hoffman	53		18	28		99	22.9
Project Engineer	Zach Staley	53					53	12.2
Project Administrator	Tosh Nakasawa	85					85	19.6
Base Bid Staff Total		590	84	92	73	96	935	215.9

McCarthy Org Chart submitted with May 2021 proposal:



City of Chandler Water Reclamation Facility Improvements Project

Project No. WW1901.401 . GMP 2

McCarthy Equipment Rates

EQUIPMENT - with fuel and maintenance

Equipment rates are based on the Blue Book monthly hourly rate for Arizona. Rates include cost of ownership and all operating costs. The monthly hourly rate is based on 176 hours per month.

EQUIPMENT - bare rental

Equipment	Type	Monthly (M) or Hourly (H) Charge
CRANE - 65 TON	M	$16,145.75
FORKLIFT - 8000#	M	$3,245.00
SCISSOR LIFT - SJM 3219	M	$670.45
LIGHT PLANT / TOWER	M	$825.00
COMPRESSOR - 175 CFM	M	$945.65
TRUCK - JOBSITE	M	$626.45
WATER BUFFALO TRUCK	M	$821.59

CHANDLER arizona
Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** CP21-176

Date: July 12, 2021

To: Mayor and Council

Thru: Joshua H. Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
John Knudson, Public Works and Utilities Director
Andrew Goh, Capital Projects Manager

From: Sandra Story, Engineering Project Manager

Subject: Project Agreement No. WW2001.401, with PCL Construction, Pursuant to Job Order Contract No. JOC1915.401, for the Ocotillo Brine Reduction Facility Polymer Storage Buildings

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Proposed Motion:

Move City Council award Project Agreement No. WW2001.401, to PCL Construction, Pursuant to Job Order Contract No. JOC1915.401, for the Ocotillo Brine Reduction Facility Polymer Storage Buildings, in an amount not to exceed $1,088,440.13.

Background/Discussion:

The Ocotillo Brine Reduction Facility (OBRF) is located at 3737 South Old Price Road. OBRF is owned and operated by the City and supports Intel by treating and delivering reclaimed wastewater back to Intel for reuse in its facility.

Arizona Revised Statutes (A.R.S.) § 42-5032.02 provides for distribution of revenues for City infrastructure improvements related to manufacturing facilities. On May 23, 2019, City Council approved an intergovernmental agreement with the Arizona Department of Revenue (ADOR) for distribution of revenues under A.R.S. § 42-5032.02, as well as a Public Infrastructure Master Agreement with Intel Corporation for funding and construction of public improvements necessary to support Intel's qualifying capital investment at its Ocotillo plant, located at 4500 South Dobson Road.

On June 11, 2020, City Council approved Project Agreement No. 3 with Intel Corporation for OBRF improvements, including enhancements for environment-controlled buildings to house polymers necessary for the industrial water treatment process. The scope of work for Project Agreement No. WW2001.401 with PCL Construction consists of the construction of two environment-controlled buildings to house the polymers necessary for the industrial water treatment process at OBRF. The contract completion time is 330 calendar days following Notice to Proceed.

The project will be fully funded by ADOR and Intel. A related Professional Services Agreement with Hazen & Sawyer for the OBRF Polymer Storage Buildings Construction Management Services is also scheduled for this City Council meeting.

Evaluation:

The selection process was conducted in accordance with City policy and procedure and State law. The costs proposed for this project have been evaluated by staff and determined to be reasonable.

Financial Implications:

This project will be 100% reimbursed by ADOR and Intel, and requires transfer of funds from the Wastewater Industrial Process Treatment Fund, Wastewater Capital, Ocotillo Brine Reduction Facility Improvements (616.3910.6WW681) to the Wastewater Industrial Process Treatment Fund, Wastewater Capital, Intel OBRF Improvements II (616.3910.6WW686). ADOR will fund 80% of the project cost and Intel will fund the remaining 20% of the project cost.

Fiscal Impact

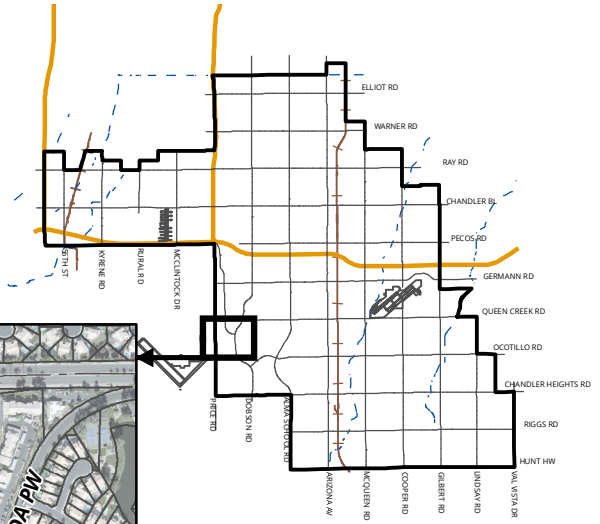
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
616.3910.6817.6WW686	Wastewater Industrial Process	Intel OBRF Improvements II	$1,088,440.13	Y

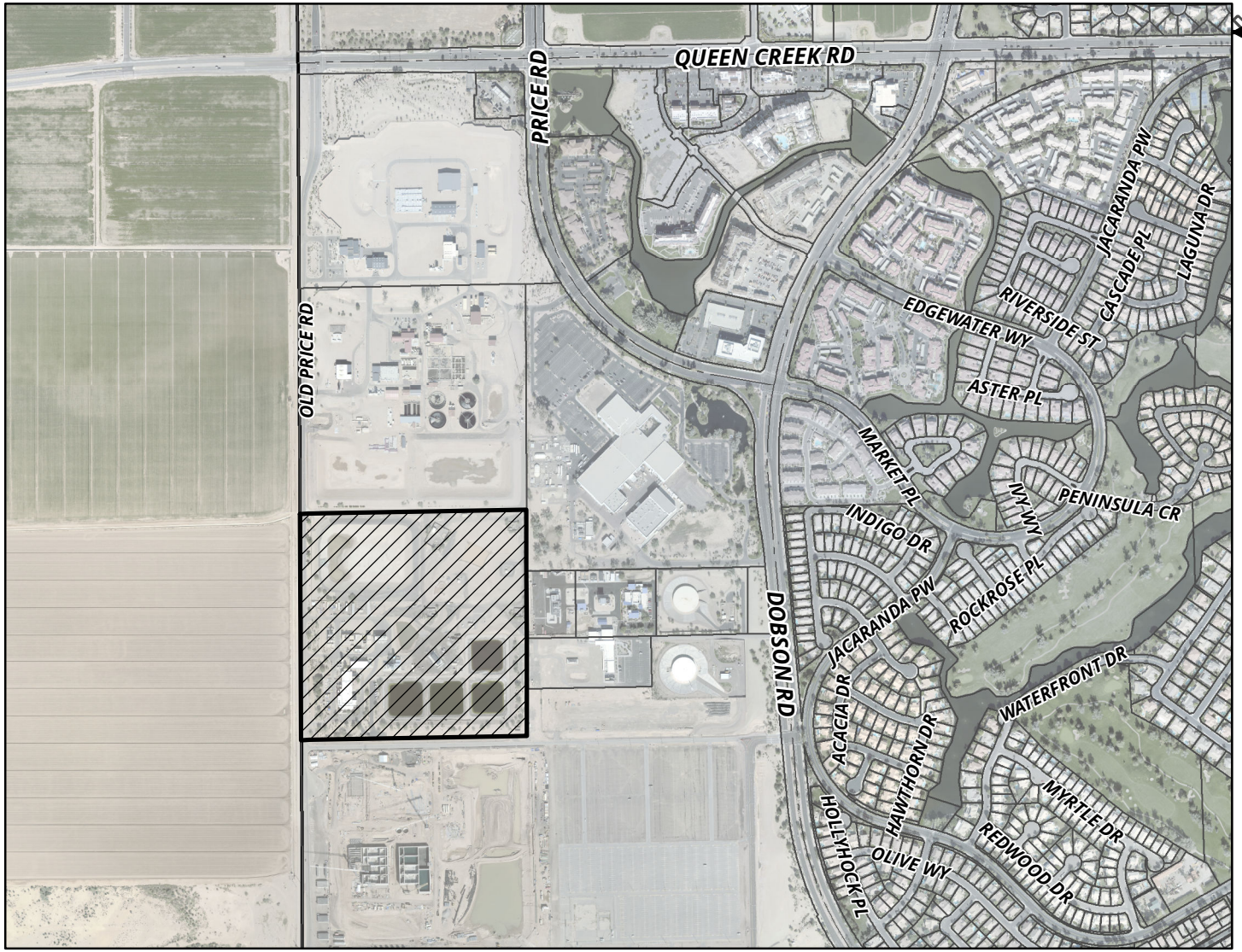
Attachments

Location Map

Agreement - PCL Construction

OCOTILLO BRINE REDUCTION FACILITY POLYMER STORAGE BUILDINGS WW2001.401





MEMO NO. CP21-176

PROJECT SITE

NTS

ChanGIS

F:\ENGINEER\GENSERV_ArcMap_Shared\Map Requests\Capital Projects\CP21-176 OCOTILLO BRINE REDUCTION FACILITY POLYMER STORAGE BUILDING\CP21-176.mxd 6/11/2021 MARICELAH

CITY OF CHANDLER
JOB ORDER PROJECT AGREEMENT

Project Name: **OCOTILLO BRINE REDUCTION FACILITY POLYMER STORAGE BUILDINGS**

Project No. **WW2001.401**

This JOB ORDER PROJECT AGREEMENT ("Job Order") is made this _____ day of _____ 2021 ("Effective Date"), by and between the City of Chandler, an Arizona municipal corporation, ("City") and **PCL Construction, Inc.**, a Colorado corporation, ("JOC Contractor") and is entered into pursuant to Job Order Master Agreement No. JOC1915.401 ("JOC Master Agreement"). City and JOC Contractor may be referred to individually as "Party" or collectively as "Parties").

City and JOC Contractor, in consideration of the mutual covenants herein set forth, agree as follows:

RECITALS

A. On or about January 14, 2020, the Parties entered into the JOC Master Agreement, which terms and conditions are made a part of and incorporated into this Job Order Project Agreement by this reference.

B. City proposes to engage JOC Contractor to construct two exterior buildings to provide climate control for totes of liquid polymer that is used in the treatment process at Ocotillo Brine Reduction Facility (OBRF) as more fully described in **Exhibit "A"**, which is attached to and made a part of this Job Order by this reference.

C. JOC Contractor is ready, willing, and able to provide the services described in **Exhibit "A"** for the compensation and fees set forth and as described in **Exhibit "B"**, which is attached to and made a part of this Agreement by this reference.

ARTICLE 1. DESCRIPTION OF WORK

The Parties enter into this Job Order Project Agreement for the **OCOTILLO BRINE REDUCTION FACILITY POLYMER STORAGE BUILDINGS**, Project Number **WW2001.401**. The scope of work consists of construction of two exterior buildings to provide climate control for totes of liquid polymer that is used in the treatment process at OBRF., all as more particularly set forth in **Exhibit "A"** attached hereto and incorporated herein by reference.

The JOC Contractor will not accept any change of scope, or change in contract provisions, unless issued in writing, as a contract amendment or change order and signed by the authorized signatories for each party.

Performance and Payment Bonds, as set forth in **Exhibit "C"** and **Exhibit "D"** respectively attached hereto and incorporated herein by reference, will be due prior to execution of each Job Order Project Agreement in the full amount of each Job Order.

At project completion, JOC Contractor must complete Contractor's Affidavit Regarding Settlement of Claims and Certificate of Completion, as set forth in **Exhibit "E"** and **Exhibit "F"** respectively attached hereto and incorporated herein by reference.

ARTICLE 2. PROJECT PRICE

City will pay JOC Contractor for completion of the Work in accordance with the JOC Master Agreement a fee not to exceed the Guaranteed Maximum Price of **$1,088,440.13** Dollars determined and payable as set forth in JOC Master Agreement and **Exhibit "B"** attached hereto and made a part hereof by reference.

ARTICLE 3. CONTRACT TIME & SCHEDULE

JOC Contractor agrees to complete all Construction within **330** calendar days from the Notice to Proceed (NTP) Date.

ARTICLE 4. PARTICIPANTS

CITY:	Project Manager: Sandy Story	
	Phone:	480-782-3588
	Email:	Sandra.story@chandleraz.gov
JOC CONTRACTOR:	PCL Construction, Inc.	
	1711 W. Greentree Dr., #201 Tempe, AZ 85284	
	JOC Contractor Representative: Adam Gordon	
	Phone:	602-717-7231
	Email:	ajgordon@pcl.com

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties have executed this Job Order as of the Effective Date.

"CITY"
CITY OF CHANDLER:

MAYOR Date

Recommended By:

Andrew Goh, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney
By:

ATTEST:

City Clerk SEAL

ADDRESS FOR NOTICE
City of Chandler
P.O. Box 4008, Mail Stop 407
Chandler, AZ 85244-4008

"JOC CONTRACTOR"
PCL Construction, Inc.:

Signature 6/14/21 Date

Print Name Mike McKinney

Title President

ATTEST: If Corporation

Secretary Shawn W. Britton Secretary / Treasurer

ADDRESS FOR NOTICE

PCL Construction, Inc.

1711 W. Greentree Dr., #201

Tempe, AZ 85284

EXHIBIT A
SCOPE OF WORK

Exhibit A – Scope of Work

1) The following scope is included in Proposal:
   - Construction of two exterior buildings to provide climate control for totes of (liquid) polymer that is used in the treatment process at OBRF.

   - **CLS Polymer Area Scope Includes:**
     - **Demolition**
       - Remove and Salvage Step Ladder
       - Remove Existing Shade Canopy
       - Disconnect existing CLS Sump Pump & Relocate to nearest shade canopy support column
       - Remove & Cap the service air piping branch from the pump to the service air supply line
       - Remove all CLS sump pump drain piping along the top of the common containment wall
       - Remove Supply Line up to the tee to emergency shower at south east corner of containment area
       - Remove Section of existing service air piping and add tee fitting to provide new piping to pneumatically powered sump pump.
       - Remove section of the existing air piping and add tee fitting to provide new piping to the active polymer tote mixing assembly
       - Remove and cap the service air piping branch from polymer tote mixing assembly. Salvage the active polymer tote mixing assembly and relocate inside of new polymer bldg.
       - Remove existing paving and curb.
       - Existing light pole base
     - **Site Work**
       - New Sidewalk
       - New Curb & Pavement
       - New Bollards
       - New Polymer Footing
       - Modified Pipe Chase Channel
     - **Architectural**
       - Metal Building
       - Steel Door & Frame
       - Roll Up Door
       - Concrete Splash Block
       - Fire Extinguisher
       - First Aid Cabinet

- **Equipment**
  - Polymer Tote Storage System
    - Pallet Rack Unit Load Capacity = 2,500lbs (Must support one 2,300lb polymer totes on second tier. Part No. UFL18 (96 x 48) - Capacity in LBS = 16,000
  - Tote Scale
  - Relocate Sump Pump
- **Plumbing**
  - HDPE Piping Installation
  - Unistrut Pipe Supports
- **HVAC**
  - Air Handling Unit
  - French Drain
- **Fire Protection**
  - Wire new Water Flow Switch
  - Installation of new Horn Strobes on the Interior & Exterior. Connections to existing fire alarm control panel, design, permit, final inspections, and engineering for monitoring new wet fire sprinkler riser and devices.
- **Electrical**
  - Remove & Salvage Light Pole. Demolish light pole concrete Base and light electrical back to source.
  - Relocate electrical receptacle on canopy post to new unistrut support
  - Relocating existing conduit on south containment curb to inside the new building.
  - Reposition / Rotate the tote weigh scale panel (WE154-1-60A) and junction box (polymer STOR. / Feed Control J-Box) inside of the new polymer building. Both panel readouts need to be facing inside of the building.

Belt Press Area Scope Includes:

- **Demolition**
  - Remove all Process Piping (Polymer/Air) and Pipe Supports in and around retention area through CMU Wall
  - Remove & Salvage the Aluminum Handrails
  - Remove existing light pole concrete base and polymer piping.
  - Restore paving to match surrounding Grade for new Eastern roll up door
  - Remove & Relocate Belt Press Building Gutter per A06 for Relocation detail
  - Relocate Air Supply Piping to penetrate into building per A05 for location and new air piping routing
  - Remove existing conduits, struts, & hardware from existing tank pad
- **Site Work**
  - New Bollards
  - New Electrical Gutter

- Asphalt Replacement

- **Architectural**
  - Metal Building
  - Steel Door & Frame
  - Roll Up Door
  - Down Spout
  - Concrete Splash Block
  - Fire Extinguisher
  - First Aid Cabinet
  - Painting
- **Equipment**
  - Tote Stand
- **Plumbing**
  - HDPE Piping Installation
  - Unistrut Pipe Supports
- **HVAC**
  - Air Handling Unit
  - French Drain
- **Electrical**
  - Intercept existing conduit below grade and install traffic rated cutter
  - Replace existing ground testing with traffic rated variant
  - Remove Light Pole, electrical back to source

EXHIBIT B
FEE SCHEDULE

JOC 1915.401 - WW2001 OBRF IMPROVEMENTS
POLYMER STORAGE BUILDINGS

EXHIBIT "B-1"
Job Order Price Proposal
Summary Sheet

Negotiated Prices			
Subcontractor(s)		$	489,820.00
Subconsultant(s)		$	7,000.00
General Conditions		$	132,343.00
Preconstruction Labor (if applicable)		$	4,448.00
Construction Labor (if applicable)		$	81,869.00
Materials and Equipment		$	142,026.00
SUBTOTAL (NEGOTIATED PRICES):		***$***	***857,506.00***
Overhead and Profit (Coefficient per Job Order Master Agreement)	**8.00%**	**$**	**68,600.48**
SUBTOTAL (NEGOTIATED PRICES + OVERHEAD AND PROFIT):		*$*	*926,106.48*
Insurance, Bonds, & Taxes			
Sales Tax Percentage (Current Tax Rate)*	**5.07%**	$	55,184.00
General Liability Insurance Percentage **		$	7,469.00
Builder's Risk Insurance Percentage **		$	1,095.00
Payment & Performance Bond**		$	5,975.00
SUBTOTAL (INSURANCE, BONDS, & TAXES):		**$**	**69,723.00**
SUBTOTAL (NEGOTIATED PRICES + OVERHEAD AND PROFIT + INSURANCE, BONDS, & TAXES):		***$***	***995,829.48***
City's Allowance		**$**	**92,610.65**
0		**$**	**-**
TOTAL JOB ORDER:		**$**	**1,088,440.13**
		$	**-**

Per the Job Order Master Agreement - This Fee Table includes all fees, price, insurance and bond premiums, allowances, construction contingency, and taxes of any type necessary to fully, propertly and timely perform and construct the Work. Also per the Job Order Master Agreement - For any portion of the Work which, either through this Contract, Change Order or otherwise, is performed and paid for on a price, or time and materials basis, the prices may be reimbursed to JOC Contractor and chargeable against the Contract Price will be determined as set forth in MAG 109.5.

** Based on total contract amount*

*** Performance and payment bonds, general liability insurance, and builders risk insurance shall be assessed at .6%, .75%, .11% of the total Job Order value respectively.*

JOC # 2 – Clarifications, Assumptions, and Exclusions

1. CLARIFICATIONS / ASSUMPTIONS

1. No startup of existing plant equipment included
2. Testing / start up of new scales and HVAC included
3. Quality Control included for compaction, subgrade, asphalt
4. Special Inspections to be by Owner
5. Coating Inspection by 3rd Party included
6. Assuming Existing light pole bases are 6' in depth
7. Permit for Fire Suppression System included. All other required permits by owner
8. No hazardous testing or remediation included if discovered
9. All piping to be HDPE pipe. Pipe routing assumptions have been made from field walk
10. Coating of Concrete SOG included.
11. Painting of Structural Steel Only included. Pre-Engineered Bldg. to be provided with finish coating system per Division 13. If additional field painting required, then additional costs will be incurred. Kynar finishing coating system indicated in specification is a finish system and does not require field painting.
12. Procurement of pre-engineered buildings is schedule critical path. Due to availability lead times for submittals and material procurement are extremely long. Proposal for pre-engineered building valid for only 30 days if not released within that time frame $5,800 will be incurred. PCL has included the $5,800.00 in proposal
13. No Valves have been included in Proposal
14. No P&ID's included in contract documents
15. No mechanical drawings included in contract documents
16. Programming by others
17. 1 new tote scale included in proposal. Utilize existing at CLS Building
18. Specifications call for lightening protection, but drawings do not indicate lightening protection is required. If not required a deduct of $13,603.00 can be applied
19. No Arc Flash Study requirement indicated withing specifications or drawings. If required a $3,135.00 adder will be applied.
20. Temp Facilities does not include an accommodation for the engineer. We will have a small office conex to house contract documents, but no engineers trailer or amenities are included.

Proprietary and Confidential

Date	**April 29, 2021**
Time	**1:19:07 PM**
BE Number	**BE210846**
Opportunity No	
Owner File No	
Estimator	

General Estimate Summary & Item Analysis Sheet

Project	**5471209 COC WWW JOC # 2 OBRF Polymer & HCL**		
Location	**Chandler, AZ, USA**	Bid Closing	
Owner			
Designer		Project Start	**April 7, 2021**
		Completion	**April 7, 2021**

BE Number BE210846
Opportunity No
Owner File No
Project **5471209 COC WWW JOC # 2 OBRF Polymer & HCL**
Location Chandler AZ, USA

General Estimate Summary

Sheet Name	Description	Quantity	UOM	Labor Hours	Labor Rate	Labor Total	Equipment Hours	Equipment Unit	Equipment Total	Services/ Tools / Supplies Unit	Services/ Tools / Supplies Total	Material Unit	Material Total	Subcontract Unit	Subcontract Total	Total Cost Unit	Total Cost Total
DIRECT COSTS																	
DEMO	Site Demolition	1	LS	512	44.31	22,691	385	---	10,612	---	6,500	---	5,520	---	17,578	---	62,901
SITE	Site Work	1	LS	786	43.58	34,244	2,284	---	34,587	---	25,078	---	18,814	---	15,012	---	127,735
ARCH	Architectural	1	LS	22	43.40	955	8	---	264	---	---	---	39,081	---	201,878	---	242,178
EQP	Equipment	1	LS	53	43.85	2,302	4	---	252	---	---	---	34,785	---	---	---	37,339
PLUM	Plumbing	1	LS	414	43.54	18,005	98	---	1,763	---	350	---	9,184	---	---	---	29,302
HVAC	HVAC	1	LS	16	43.40	694	---	---	---	---	---	---	1,080	---	48,843	---	50,617
FIRE	Fire Protection	1	LS	---	---	---	---	---	---	---	---	---	---	---	44,900	---	44,900
ELEC	Electrical	1	LS	---	---	---	---	---	---	---	---	---	---	---	125,742	---	125,742
DIRECT COSTS				1,802	---	78,891	2,779	---	47,479	---	31,928	---	108,464	---	453,953	---	720,715
GENERAL EXPENSE COSTS																	
FIXED GENERAL EXPENSE		**1**	**LS**														
GE 1	GENERAL EXPENSE	1	LS	---	---	---	---	---	---	---	---	---	---	---	---	---	---
GE 3	F1 MOBILIZE & DEMOBILIZE	100	%	---	---	---	---	---	---	---	---	---	---	---	---	---	---
GE 5	F3 CONST TEMP BLDGS-FACL	100	%	---	---	---	---	---	---	---	---	---	---	---	---	---	---
GE 7	F5 DISMAN & RESTORE SITE	100	%	---	---	---	---	---	---	---	---	---	---	---	---	---	---
GE 8	F6 BOND	100	%	---	---	---	---	---	---	---	---	---	---	---	---	---	---
FIXED GENERAL EXPENSE		1	LS	---	---	---	---	---	---	---	---	---	---	---	---	---	---
VARIABLE GENERAL EXPENSE		**1**	**LS**														
GE 12	V2 OPERATE BLDGS-FACIL	100	%	---	---	---	2,076	68.46	6,846	5	500	---	---	---	---	73.46	7,346
GE 14	V4 OPERATE UTILITIES	100	%	---	---	---	519	29.52	2,952	78	7,800	---	---	---	---	107.52	10,752
GE 15	V5 OPERATE SUPPORT EQUIP	100	%	---	---	---	---	---	---	---	---	---	---	---	---	---	---
GE 17	V7 PROJECT STAFF	100	%	1,309	90.09	117,893	---	---	---	---	---	---	---	---	---	1,178.93	117,893
GE 19	V9 MANAGEMENT SERVICE	100	%	---	---	---	---	---	---	---	---	---	---	---	---	---	---
GE 20	V10 MISC JOB EXPENSE	100	%	---	---	---	---	---	---	8	800	---	---	---	---	8.00	800
GE 21	V11 EQUIP MAINTENANCE	100	%	---	---	---	---	---	---	---	---	---	---	---	---	---	---
GE 23	V13 RENTAL ADJUSTMENTS	100	%	---	---	---	---	---	---	---	---	---	---	---	---	---	---
VARIABLE GENERAL EXPENSE		1	LS	1,309	---	117,893	2,595	---	9,798	---	9,100	---	---	---	---	---	136,791

BE Number BE210846
Opportunity No
Owner File No
Project **5471209 COC WWW JOC # 2 OBRF Polymer & HCL**
Location Chandler AZ, USA

General Estimate Summary

Sheet Name	Description	Quantity	UOM	Labor			Equipment			Services/ Tools / Supplies		Material		Subcontract		Total Cost	
				Hours	Rate	Total	Hours	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total
GENERAL EXPENSE COSTS		18.98%	T.DC.	1,309	---	117,893	2,595	---	9,798	---	9,100	---	---	---	---	---	136,791
TOTAL COST				3,111	---	196,784	5,374	---	57,277	---	41,028	---	108,464	---	453,953	---	857,506
Fee		8.00%	T.C.														68,600
Allowance / Tax / Bonds / Insurance																	
1	City Allowance	1	LS	---	---	---	---	---	---	---	---	---	92,611	---	---	---	92,611
2	Taxes, Bonds, Insurance	1	LS	---	---	---	---	---	---	---	69,723	---	---	---	---	---	69,723
Allowance / Tax / Bonds / Insurance		18.98%	T.DC.	---	---	---	---	---	---	---	69,723	---	92,611	---	---	---	162,334
TOTAL BID																	1,088,440

Proprietary and Confidential

No.	Description	Quantity	UOM	Units Per Hours	ManHrs Per Unit	Labor Hours	Labor $ / hr	Labor Total	Equipment $ / hr	Equipment Total	Services/ Tools/Supplies $/ItemUnit	Services/ Tools/Supplies Total	Perm. Material $/ItemUnit	Perm. Material Total	SubContract $/ItemUnit	SubContract Total	Total Cost Unit	Total Cost Total
02 41 00 CLS POLYMER AREA DEMO		**1**	**LS**															
	D01 Note 1: Salvage Step Ladder Note 1: Remove Existing Shade Canopy Note 1: Disconnect existing CLS Sump Pump & Relocate to nearest shade canopy support column Note 1: Remove & Cap the service air piping branch from the pumpto the service air supply line Note 1: Remove all CLS sump pump drain piping along the top of the common containment wall Note 3: Remove Supply Line up to the tee to emergency shower at south east corner of containment ara Note 6: Remove Section of existing service air piping and add tee fitting to provide new piping to pneumatically powered sump pump. Note 7: Remove section of the existing air piping and add tee fitting to provide new piping to the active polymer tote mixing assembly Note 8: Remove and cap the service air piping branch from active polyer tote mixing assembly. Salvage the active polymer tote mixing assembly and relocate inside of new polymer bldg. Note 10: Remove existing paving and curb. Note 3 (Electrical) PCL to cover demo of existing light pole base **S02 - Structural Demo**																	
02 41 00 Demolition		**1**	**LS**															
Demo STS		**1**	**LS**															
	Demo for Both Areas:																	
	STS - General / Misc.	1	LS	---	---	---	---	---	---	---	---	2,500	---	---	---	---	---	2,500
	STS - Rigging	1	LS	---	---	---	---	---	---	---	---	1,000	---	---	---	---	---	1,000
Demo STS		1.00	LS	---	---	---	---	---	---	---	---	3,500	---	---	---	---	---	3,500
Step Ladder		**1**	**EA**															
	Note 1: Remove & Salvage Step Ladder																	
2	Ladder Removal	2	HR	1.000	1.000	4	SPC 43.40	174	---	---	---	---	---	---	---	---	86.80	174
	Forklift, RT 8000# Reach	2	HR	1.000	1.000	2	OP2 49.26	99	63.12	126	---	---	---	---	---	---	112.38	225

BE Number BE210846
Opportunity No
Owner File No
Project **5471209 COC WWW JOC # 2 OBRF Polymer & HCL**
Location Chandler, AZ, USA

Item Analysis Sheet

Proprietary and Confidential

DEMO Site Demolition 1.00 LS

No.	Description	Quantity	UOM	Units Per Hours	ManHrs Per Unit	Labor Hours	Labor $ / hr	Labor Total	Equipment $ / hr	Equipment Total	Services/ Tools/Supplies $/ItemUnit	Services/ Tools/Supplies Total	Perm. Material $/ItemUnit	Perm. Material Total	SubContract $/ItemUnit	SubContract Total	Total Cost Unit	Total Cost Total
Step Ladder		1.00	EA	0.167	6.000	6	45.35	272	126.24	126	---	---	---	---	---	---	398.35	398
Shade Canopy Removal		**1**	**LS**															
	Temp Protection	1	LS	---	---	---	---	---	---	---	---	---	---	200	---	---	---	200
2	Temp Protection	1	HR	1.000	1.000	2	SPC 43.40	87	---	---	---	---	---	---	---	---	86.80	87
	Unbolt / Cut and Lift Off with Forklift - Cut / Dissmantle on Ground																	
3	Conopy Demo	4	HR	1.000	1.000	12	SPC 43.40	521	---	---	---	---	---	---	---	---	130.20	521
	Forklift, RT 8000# Reach	4	HR	1.000	1.000	4	OP2 49.26	197	63.12	252	---	---	---	---	---	---	112.38	450
	Scrap Material to Dumpster																	
Shade Canopy Removal		1.00	LS	---	---	18	44.70	805	---	252	---	---	---	200	---	---	---	1,257
Remove Existing CLS Sump Pump		**1**	**LS**															
	D01																	
	Includes Note 1																	
	Remove & Cap Service Air Piping Branch from the Pump to the Service Air Supply Line																	
	Removal All CLS Sump Pump Drain Piping Along the top of the Common Containment Wall																	
	CLS Piping																	
2	Remove 2" CLS Piping	100	LF	12.500	0.080	16	SPC 43.40	694	---	---	---	---	---	---	---	---	6.94	694
2	Remove Pump	2	HR	2.000	0.500	2	SPC 43.40	87	---	---	---	---	---	---	---	---	43.40	87
	Sections of Air Line																	
	Removal of Existing Air Line																	
2	Air Line Removal	40	LF	25.000	0.040	3	SPC 43.40	139	---	---	---	---	---	---	---	---	3.47	139
2	Eyewash Station Supply Line	40	LF	10.000	0.100	8	SPC 43.40	347	---	---	---	---	---	---	---	---	8.68	347
	Note 9 on D01 - Does not apply as Section D indicates all EWS Piping be removed so no cost included to rotate valve																	
Remove Existing CLS Sump Pump		1.00	LS	---	---	29	43.40	1,267	---	---	---	---	---	---	---	---	---	1,267
Concrete Removal		**150.50**	**CF**															

BE Number BE210846
Opportunity No
Owner File No
Project **5471209 COC WWW JOC # 2 OBRF Polymer & HCL**
Location Chandler, AZ, USA

Item Analysis Sheet

DEMO Site Demolition 1.00 LS

Proprietary and Confidential

No.	Description	Quantity	UOM	Units Per Hours	ManHrs Per Unit	Labor Hours	Labor $ / hr	Labor Total	Equipment $ / hr	Equipment Total	Services/ Tools/Supplies $/ItemUnit	Services/ Tools/Supplies Total	Perm. Material $/ItemUnit	Perm. Material Total	SubContract $/ItemUnit	SubContract Total	Total Cost Unit	Total Cost Total
	D01 - Note 10																	
2	Concrete Remvoal	53.50	CF	2.220	0.450	48	SPC 43.40	2,092	---	---	---	---	---	---	---	---	39.10	2,092
	Hammer - 5500lbs/ft	53.50	CF	2.220	0.450	---	---	---	46.16	1,113	---	---	---	---	---	---	20.79	1,113
	Bckho-Ldr Ct 420C 1.0cy	53.50	CF	2.220	0.450	24	OP2 49.26	1,187	48.51	1,169	---	---	---	---	---	---	44.04	2,356
	Tank Trl Water 500 Gal	53.50	CF	2.220	0.450	---	---	---	16.37	394	---	---	---	---	---	---	7.37	394
	D0 1 Light Pole Base					**75.00**	**CF**											
	4' DIA x 6' Deep																	
2	Concrete Removal	75	CF	9.375	0.107	16	SPC 43.40	694	---	---	---	---	---	---	---	---	9.26	694
	Hammer - 5500lbs/ft 324-336	75	CF	9.375	0.107	---	---	---	46.16	369	---	---	---	---	---	---	4.92	369
	Bckho-Ldr Ct 420C 1.0cy	75	CF	9.375	0.107	8	OP2 49.26	394	48.51	388	---	---	---	---	---	---	10.43	782
	Tank Trl Water 500 Gal	75	CF	3.000	0.333	---	---	---	16.37	409	---	---	---	---	---	---	5.46	409
	Excavate / Backfill Light Pole Base					**5.00**	**CY**											
2	Excavate	5	CY	1.000	1.000	10	SPC 43.40	434	---	---	---	---	---	---	---	---	86.80	434
	Bckho-Ldr Ct 420C 1.0cy	5	CY	1.000	1.000	5	OP2 49.26	246	48.51	243	---	---	---	---	---	---	97.77	489
	Tank Trl Water 500 Gal	5	CY	1.000	1.000	---	---	---	16.37	82	---	---	---	---	---	---	16.37	82
	Slurry Backfill	5	CY	---	---	---	---	---	---	---	---	---	118.00	590	---	---	118.00	590
	Short Load Fee	1	EA	---	---	---	---	---	---	---	---	---	200.00	200	---	---	200.00	200
	Enviornmental Fee	1	EA	---	---	---	---	---	---	---	---	---	25.00	25	---	---	25.00	25
	Fuel Surcharge	1	EA	---	---	---	---	---	---	---	---	---	15.00	15	---	---	15.00	15
	SO2 - Partial Pipe Chase Demo					**22.00**	**CF**											
	Remove Exisitng Checkered Plate Prior to Demo and and cut to fit modifications																	
	Protect Exisitng Equip.	2	HR	1.000	1.000	2	SPC 43.40	87	---	---	---	---	100.00	200	---	---	143.40	287
2	Concrete Removal	22	CF	1.830	0.546	24	SPC 43.40	1,043	---	---	---	---	---	---	---	---	47.43	1,043
	65lb Hammer	22	CF	1.830	0.546	---	---	---	1.26	15	---	---	---	---	---	---	0.688525	15
	Comp 185 CFM Diesel	22	CF	1.830	0.546	---	---	---	20.65	248	---	---	---	---	---	---	11.28	248
	Tank Trl Water 500 Gal	22	CF	1.830	0.546	---	---	---	16.37	197	---	---	---	---	---	---	8.94	197

Item Analysis Sheet

DEMO Site Demolition 1.00 LS

Proprietary and Confidential

No.	Description	Quantity	UOM	Units Per Hours	ManHrs Per Unit	Labor Hours	Labor $ / hr	Labor Total	Equipment $ / hr	Equipment Total	Services/ Tools/Supplies $/ItemUnit	Services/ Tools/Supplies Total	Perm. Material $/ItemUnit	Perm. Material Total	SubContract $/ItemUnit	SubContract Total	Total Cost Unit	Total Cost Total
	Concrete Removal	150.50	CF	1.096	0.913	137	44.98	6,178	30.74	4,627	---	---	6.84	1,030	---	---	78.64	11,835
	02 41 00 Demolition	1.00	LS	---	---	191	44.72	8,522	---	5,006	---	3,500	---	1,230	---	---	---	18,257
	02 41 00 CLS POLYMER AREA DEM	1.00	LS	---	---	191	44.72	8,522	---	5,006	---	3,500	---	1,230	---	---	---	18,257
	02 41 00 BELT PRESS AREA DEMO	**1**	**LS**															
	D02																	
	Note 1: Remove all Process Piping (Polymer/Air) and Pipe Supports in and around retention area through CMU Wall																	
	Note 2: Remove & Salvage the Aluminum Handrails																	
	Note 3: Remove existing light pole concrete base and polymer piping. Restore paving to match surranding Greade for new Eastern roll up door																	
	Note 4: Remove & Relocate Belt Press Building Gutter. See A06 for Relocation detail																	
	Note 5: Relocate Air Supply Piping to penetrate into building. See A05 for location and new air piping routing																	
	Note 6: Remove existing conduits, struts, & hardware from existing tank pad																	
	SO6 - Structural Demo																	
	Process Pipe Removal	**1**	**LS**															
	Neat Polymer Line					**54.00**	**LF**											
2	Neat Polymer Line Removal	54	LF	13.500	0.074	8	SPC 43.40	347	---	---	---	---	---	---	---	---	6.43	347
	Forklift, RT 10,000# Reach	54	LF	54.000	0.019	1	OP2 49.26	49	63.12	63	---	---	---	---	---	---	2.08	112
	Process Pipe Removal	1.00	LS	---	---	9	44.05	396	---	63	---	---	---	---	---	---	---	460
	Handrail Removal	**100**	**LF**															
	Remove & Salvage HR																	
	Includes Removing of Anchors																	
2	Handrail Removal	100	LF	12.500	0.080	16	SPC 43.40	694	---	---	---	---	---	---	---	---	6.94	694
	Forklift, RT 8000# Reach	100	LF	50.000	0.020	2	OP2 49.26	99	63.12	126	---	---	---	---	---	---	2.25	225

Item Analysis Sheet

DEMO Site Demolition 1.00 LS

Proprietary and Confidential

No.	Description	Quantity	UOM	Units Per Hours	ManHrs Per Unit	Labor Hours	Labor $ / hr	Labor Total	Equipment $ / hr	Equipment Total	Services/ Tools/Supplies $/ItemUnit	Services/ Tools/Supplies Total	Perm. Material $/ItemUnit	Perm. Material Total	SubContract $/ItemUnit	SubContract Total	Total Cost Unit	Total Cost Total
	Handrail Removal	100.00	LF	5.556	0.180	18	44.05	793	1.26	126	---	---	---	---	---	---	9.19	919
	Remove Light Pole Concrete Base	**1**	**LS**															
	Light Pole Already Removed																	
2	Concrete Removal	75	CF	9.375	0.107	16	SPC 43.40	694	---	---	---	---	---	---	---	---	9.26	694
	Hammer - 5500lbs/ft 324-336	75	CF	9.375	0.107	---	---	---	46.16	369	---	---	---	---	---	---	4.92	369
	Bckho-Ldr Ct 420C 1.0cy	75	CF	9.375	0.107	8	OP2 49.26	394	48.51	388	---	---	---	---	---	---	10.43	782
	Tank Trl Water 500 Gal	75	CF	3.000	0.333	---	---	---	16.37	409	---	---	---	---	---	---	5.46	409
	Excavate / Backfill Light Pole Base					5.00	CY											
2	Excavate	5	CY	1.000	1.000	10	SPC 43.40	434	---	---	---	---	---	---	---	---	86.80	434
	Bckho-Ldr Ct 420C 1.0cy	5	CY	1.000	1.000	5	OP2 49.26	246	48.51	243	---	---	---	---	---	---	97.77	489
	Tank Trl Water 500 Gal	5	CY	1.000	1.000	---	---	---	16.37	82	---	---	---	---	---	---	16.37	82
	Slurry Backfill	5	CY	---	---	---	---	---	---	---	---	---	118.00	590	---	---	118.00	590
	Short Load Fee	1	EA	---	---	---	---	---	---	---	---	---	200.00	200	---	---	200.00	200
	Enviornmental Fee	1	EA	---	---	---	---	---	---	---	---	---	25.00	25	---	---	25.00	25
	Fuel Surcharge	1	EA	---	---	---	---	---	---	---	---	---	15.00	15	---	---	15.00	15
	Remove Light Pole Concrete Base	1.00	LS	---	---	39	45.35	1,769	---	1,491	---	---	---	830	---	---	---	4,090
	Building Gutter Removal	**1**	**LS**															
	Remove and Relocate per A06																	
3	Gutter Removal	3	HR	1.000	1.000	9	SPC 43.40	391	---	---	---	---	---	---	---	---	130.20	391
	Scissor Lift - 32' Electric	9	HR	1.000	1.000	---	---	---	9.53	86	---	---	---	---	---	---	9.53	86
	Building Gutter Removal	1.00	LS	---	---	9	43.40	391	---	86	---	---	---	---	---	---	---	476
	Electrical Gutter Prep	**1**	**LS**															
	Refer to Drawing E04 for Electrical Gutter Requirements																	
	PCL to Remove Exisitng Asphalt and Replace																	
	QTY's based off Trenwa Inc.																	

Item Analysis Sheet

DEMO Site Demolition 1.00 LS

Proprietary and Confidential

No.	Description	Quantity	UOM	Units Per Hours	ManHrs Per Unit	Labor Hours	Labor $ / hr	Labor Total	Equipment $ / hr	Equipment Total	Services/ Tools/Supplies $/ItemUnit	Services/ Tools/Supplies Total	Perm. Material $/ItemUnit	Perm. Material Total	SubContract $/ItemUnit	SubContract Total	Total Cost Unit	Total Cost Total
	10' L x 2' w x 1'-8" Deep																	
	Demo																	
	Sawcutt Exsiting Aspahlt	24	LF	8.000	0.125	3	SPC 43.40	130	---	---	---	---	---	---	---	---	5.42	130
2	Asphalt Removal	20	SF	10.000	0.100	4	SPC 43.40	174	---	---	---	---	---	---	---	---	8.68	174
	Bckho-Ldr Ct 420C 1.0cy	1	HR	1.000	1.000	1	OP2 49.26	49	48.51	49	---	---	---	---	---	---	97.77	98
	Tank Trl Water 500 Gal	4	HR	1.000	1.000	---	---	---	16.37	65	---	---	---	---	---	---	16.37	65
	Electrical Gutter Prep	1.00	LS	---	---	8	44.13	353	---	114	---	---	---	---	---	---	---	467
	Structural Demo	**1**	**LS**															
	S06																	
	Containment Wall 7"																	
	Saw Cutting (A-Core)	1	LS	---	---	---	---	---	---	---	---	---	---	---	---	1,088	---	1,088
3	Demo	46	CF	5.750	0.174	24	SPC 43.40	1,042	---	---	---	---	---	---	---	---	22.64	1,042
	Forklift, RT 8000# Reach	8	HR	1.000	1.000	8	OP2 49.26	394	63.12	505	---	---	---	---	---	---	112.38	899
	Tank Trl Water 500 Gal	8	HR	1.000	1.000	---	---	---	16.37	131	---	---	---	---	---	---	16.37	131
	Existing Equipment Pad																	
	101 SF x 17" Deep = 143 CF																	
	Saw Cutting (A-Core)	1	LS	---	---	---	---	---	---	---	---	---	---	---	---	11,990	---	11,990
3	Demo	143	CF	5.950	0.168	72	SPC 43.40	3,129	---	---	---	---	---	---	---	---	21.88	3,129
	Forklift, RT 8000# Reach	24	HR	1.000	1.000	24	OP2 49.26	1,182	63.12	1,515	---	---	---	---	---	---	112.38	2,697
	Dump Box w/fork attach	24	HR	1.000	1.000	---	---	---	0.5022	12	---	---	---	---	---	---	0.502200	12
	Tank Trl Water 500 Gal	24	HR	1.000	1.000	---	---	---	16.37	393	---	---	---	---	---	---	16.37	393
	60lb Hammer	24	HR	1.000	1.000	---	---	---	1.26	30	---	---	---	---	---	---	1.26	30
	Comp 185 CFM Diesel	24	HR	1.000	1.000	---	---	---	20.65	496	---	---	---	---	---	---	20.65	496
	STS	1	LS	---	---	---	---	---	---	---	---	---	---	500	---	---	---	500
	Structural Demo	1.00	LS	---	---	128	44.86	5,747	---	3,081	---	---	---	500	---	13,078	---	22,406

PCL CONSTRUCTION

BE Number BE210846
Opportunity No
Owner File No
Project **5471209 COC WWW JOC # 2 OBRF Polymer & HCL**
Location Chandler, AZ, USA

Item Analysis Sheet

Apr 29, 2021
1:19:08 PM

DEMO Site Demolition 1.00 LS

Proprietary and Confidential

No.	Description	Quantity	UOM	Units Per Hours	ManHrs Per Unit	Labor Hours	Labor $ / hr	Labor Total	Equipment $ / hr	Equipment Total	Services/ Tools/Supplies $/ItemUnit	Services/ Tools/Supplies Total	Perm. Material $/ItemUnit	Perm. Material Total	SubContract $/ItemUnit	SubContract Total	Total Cost Unit	Total Cost Total
Demo Asphalt		**136**	**SF**															
Demo Asphalt (Small)		**136**	**SF**															
	Sawcutting	108	LF	18.000	0.056	6	SPC 43.40	260	---	---	---	---	---	---	---	---	2.41	260
2	Asphalt Removal	76	SF	34.000	0.029	4	SPC 43.40	194	---	---	---	---	---	---	---	---	2.55	194
2	Asphalt Removal (S End Slower by Hand)	60	SF	10.000	0.100	12	SPC 43.40	521	---	---	---	---	---	---	---	---	8.68	521
	Bckho-Ldr Ct 420C 1.0cy	136	SF	68.000	0.015	2	OP2 49.26	99	48.51	97	---	---	---	---	---	---	1.44	196
	STS	1	LS	---	---	---	---	---	---	---	---	---	---	200	---	---	---	200
Demo Asphalt (Small)		136.00	SF	5.558	0.180	24	43.88	1,074	0.713348	97	---	---	1.47	200	---	---	10.08	1,371
Demo Asphalt		136.00	SF	5.558	0.180	24	43.88	1,074	0.713348	97	---	---	1.47	200	---	---	10.08	1,371
Asphalt Replacement		**1**	**LS**															
	Cactus Asphalt	10	SY	---	---	---	---	---	---	---	---	---	---	---	300.00	3,000	300.00	3,000
	Cactus Asphalt Mobilization	1	EA	---	---	---	---	---	---	---	---	---	---	---	1,500.00	1,500	1,500.00	1,500
	Asphalt Subgrade Prep					**96.00 SF**												
	AB	5	TN	---	---	---	---	---	---	---	---	---	17.00	85	---	---	17.00	85
2	Subgrade Prep	96	SF	48.000	0.021	4	SPC 43.40	174	---	---	---	---	---	---	---	---	1.81	174
	Bckho-Ldr Ct 420C 1.0cy	96	SF	48.000	0.021	2	OP2 49.26	99	48.51	97	---	---	---	---	---	---	2.04	196
	Tank Trl Water 500 Gal	96	SF	48.000	0.021	---	---	---	16.37	33	---	---	---	---	---	---	0.340938	33
	Cmpt Vib Pdft Ct CP-433 66"-O	96	SF	48.000	0.021	---	---	---	31.26	63	---	---	---	---	---	---	0.651213	63
	Sawcut / Clean Up Edges					**32.00 LF**												
	Clean Edges	32	LF	16.000	0.063	2	SPC 43.40	87	---	---	---	---	---	---	---	---	2.71	87
	STS	1	LS	---	---	---	---	---	---	---	---	---	---	150	---	---	---	150
Asphalt Replacement		1.00	LS	---	---	8	44.86	359	---	192	---	---	---	235	---	4,500	---	5,286
Cut & Cap Exisitng Polymer Feed Line		**1**	**LS**															

BE Number BE210846
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Project **5471209 COC WWW JOC # 2 OBRF Polymer & HCL**
Location Chandler, AZ, USA

Item Analysis Sheet

DEMO Site Demolition 1.00 LS

Proprietary and Confidential

No.	Description	Quantity	UOM	Units Per Hours	ManHrs Per Unit	Labor Hours	Labor $ / hr	Labor Total	Equipment $ / hr	Equipment Total	Services/ Tools/Supplies $/ItemUnit	Services/ Tools/Supplies Total	Perm. Material $/ItemUnit	Perm. Material Total	SubContract $/ItemUnit	SubContract Total	Total Cost Unit	Total Cost Total
	Cap 2" Fill Line	1	EA	1.000	1.000	1	SPC 43.40	43	---	---	---	---	40.00	40	---	---	83.40	83
2	Sawcut Asphalt / Removal	6	LF	6.000	0.167	2	SPC 43.40	87	---	---	---	---	---	---	---	---	14.47	87
2	Hand Dig / Backfill	2	HR	1.000	1.000	4	SPC 43.40	174	---	---	---	---	---	---	---	---	86.80	174
	Tank Trl Water 500 Gal	6	LF	6.000	0.167	---	---	---	16.37	16	---	---	---	---	---	---	2.73	16
	Cut & Cap Exisitng Polymer Feed Line	1.00	LS	---	---	7	43.40	304	---	16	---	---	---	40	---	---	---	360
	02 41 00 BELT PRESS AREA DEMO	1.00	LS	---	---	251	44.64	11,185	---	5,267	---	---	---	1,805	---	17,578	---	35,835
	Site Demo / Site Work Haul Off	**1**	**LS**															
	Stock Pile Material and Haul Off at one time due to small quanitiy amount																	
	CLS Area																	
	Includes: Curb / Sidewalk / Ramp Light Poles & Pipe Chase / Footings / Bollards / French Drains																	
	Belt Press Area																	
	Inclues Polymer Feed Line / Light Pole / Structural Containment Wall / Structural - Equip. Pan / Perimeter Asphalt / FTGS / Electrical Gutter																	
	Concrete Haul Off					**17.00**	**CY**											
	13CY / LD with 1 hour round trip / Unit Cost incldues dump fees																	
	Haul Off	2	LD	---	---	---	---	---	---	---	---	---	355.00	710	---	---	355.00	710
	Bckho-Ldr Ct 420C 1.0cy	2	HR	1.000	1.000	2	OP2 49.26	99	48.51	97	---	---	---	---	---	---	97.77	196
	Asphalt Haul Off					**3.00**	**CY**											
	Haul Off	1	LD	---	---	---	---	---	---	---	---	---	355.00	355	---	---	355.00	355
	Bckho-Ldr Ct 420C 1.0cy	1	HR	1.000	1.000	1	OP2 49.26	49	48.51	49	---	---	---	---	---	---	97.77	98
	Native Material Haul Off					**48.00**	**CY**											
	Haul Off	4	LD	---	---	---	---	---	---	---	---	---	355.00	1,420	---	---	355.00	1,420
	Bckho-Ldr Ct 420C 1.0cy	4	HR	1.000	1.000	4	OP2 49.26	197	48.51	194	---	---	---	---	---	---	97.77	391
	Site Demo / Site Work Haul Off	1.00	LS	---	---	7	49.26	345	---	340	---	---	---	2,485	---	---	---	3,169

BE Number BE210846
Opportunity No
Owner File No
Project **5471209 COC WWW JOC # 2 OBRF Polymer & HCL**
Location Chandler, AZ, USA

Item Analysis Sheet

DEMO Site Demolition 1.00 LS

Proprietary and Confidential

No. Description	Quantity UOM	Units Per Hours	ManHrs Per Unit	Labor Hours	Labor $ / hr	Labor Total	Equipment $ / hr	Equipment Total	Services/ Tools/Supplies $/ItemUnit	Services/ Tools/Supplies Total	Perm. Material $/ItemUnit	Perm. Material Total	SubContract $/ItemUnit	SubContract Total	Total Cost Unit	Total Cost Total
MOBILIZE	**100 %**															
Freight In	**100 %**															
Unload at Job Site	16 HR	1.000	1.000	16	WK5 40.53	648	---	---	---	---	---	---	---	---	40.53	648
ENTER COSTS From Equipment Freight Report																
Equipment Freight -IN	1 LS	---	---	---	---	---	---	---	---	1,000	---	---	---	---	---	1,000
Freight In	100.00 %	6.250	0.160	16	40.53	648	---	---	10.00	1,000	---	---	---	---	16.48	1,648
MOBILIZE	100.00 %	6.250	0.160	16	40.53	648	---	---	10.00	1,000	---	---	---	---	16.48	1,648
DEMOBILIZE	**100 %**															
Freight Out	**100 %**															
Load at Site	16 HR	1.000	1.000	16	WK5 40.53	648	---	---	---	---	---	---	---	---	40.53	648
ENTER COSTS From Equipment Freight Report																
Equipment Freight -OUT	1 LS	---	---	---	---	---	---	---	---	1,000	---	---	---	---	---	1,000
Freight Out	100.00 %	6.250	0.160	16	40.53	648	---	---	10.00	1,000	---	---	---	---	16.48	1,648
DEMOBILIZE	100.00 %	6.250	0.160	16	40.53	648	---	---	10.00	1,000	---	---	---	---	16.48	1,648
Const/Set-Up Office Bldg	**100 %**															
Set Up Office-Labor	16 HR	1.000	1.000	16	SPC 43.40	694	---	---	---	---	---	---	---	---	43.40	694
Set Up Office-Material	1 EA	---	---	---	---	---	---	---	500.00	500	---	---	---	---	500.00	500
Const/Set-Up Office Bldg	100.00 %	6.250	0.160	16	43.40	694	---	---	5.00	500	---	---	---	---	11.94	1,194
Set-Up Trailers & Vans	**100 %**															
Set-up costs are per Trailer																
Set Up Container-Labor	16 HR	1.000	1.000	16	WK5 40.53	648	---	---	---	---	---	---	---	---	40.53	648

BE Number BE210846
Opportunity No
Owner File No
Project **5471209 COC WWW JOC # 2 OBRF Polymer & HCL**
Location Chandler, AZ, USA

Item Analysis Sheet

DEMO **Site Demolition** **1.00** **LS**

Proprietary and Confidential

No.	Description	Quantity	UOM	Units Per Hours	ManHrs Per Unit	Labor Hours	Labor $ / hr	Labor Total	Equipment $ / hr	Equipment Total	Services/ Tools/Supplies $/ItemUnit	Services/ Tools/Supplies Total	Perm. Material $/ItemUnit	Perm. Material Total	SubContract $/ItemUnit	SubContract Total	Total Cost Unit	Total Cost Total
	Set Up Container-Materia	1	LS	---	---	---	---	---	---	---	---	500	---	---	---	---	---	500
Set-Up Trailers & Vans		100.00	%	6.250	0.160	16	40.53	648	---	---	5.00	500	---	---	---	---	11.48	1,148
Site Demolition		1.00	LS	---	---	512	44.31	22,691	---	10,612	---	6,500	---	5,520	---	17,578	---	62,901

DEMO **Site Demolition** **1.00**

Item Analysis Sheet

SITE Site Work 1.00 LS

Proprietary and Confidential

No.	Description	Quantity	UOM	Units Per Hours	ManHrs Per Unit	Labor Hours	Labor $ / hr	Labor Total	Equipment $ / hr	Equipment Total	Services/ Tools/Supplies $/ItemUnit	Services/ Tools/Supplies Total	Perm. Material $/ItemUnit	Perm. Material Total	SubContract $/ItemUnit	SubContract Total	Total Cost Unit	Total Cost Total
	CLS POLYMER AREA	**1**	**LS**															
	Includes the Following:																	
	New Sidewalk																	
	New Curb & Pavement																	
	New Bollards																	
	New Polymer Footing																	
	Modified Pipe Chase Channel																	
	Potholing	**1**	**LS**															
	Locate Existing Utilities																	
	Electrical 2 EA / Air Piping 2 EA																	
	Non Distructive	4	HR	---	---	---	---	---	---	---	---	---	265.00	1,060	---	---	265.00	1,060
	Pothole Assistance	4	HR	1.000	1.000	4	SPC 43.40	174	---	---	---	---	---	---	---	---	43.40	174
	Potholing	1.00	LS	---	---	4	43.40	174	---	---	---	---	---	1,060	---	---	---	1,234
	Site Excavation	**27**	**CY**															
	Over Ex by 6" backfill with AB (Subgrade Prep)																	
	Congested Areas - Slower Production																	
2	Foundation Prep	27	CY	1.000	1.000	54	SPC 43.40	2,344	---	---	---	---	---	---	---	---	86.80	2,344
	Bckho-Ldr Ct 420C 1.0cy	27	CY	1.000	1.000	27	SPC 43.40	1,172	48.51	1,310	---	---	---	---	---	---	91.91	2,481
	Trench Compactor 24"-33"	27	CY	250.000	0.004	---	---	---	21.54	2	---	---	---	---	---	---	0.086177	2
	Tank Trl Water 500 Gal	27	HR	1.000	1.000	---	---	---	16.37	442	---	---	---	---	---	---	16.37	442
	Haul off Covered in Site Haul Off																	
	Site Excavation	27.00	CY	0.333	3.000	81	43.40	3,515	64.96	1,754	---	---	---	---	---	---	195.16	5,269
	CONCRETE	**31**	**CY**															
	Sub Grade Prep	**404**	**SF**															

Item Analysis Sheet

SITE Site Work 1.00 LS

Proprietary and Confidential

No.	Description	Quantity	UOM	Units Per Hours	ManHrs Per Unit	Labor Hours	Labor $ / hr	Labor Total	Equipment $ / hr	Equipment Total	Services/ Tools/Supplies $/ItemUnit	Services/ Tools/Supplies Total	Perm. Material $/ItemUnit	Perm. Material Total	SubContract $/ItemUnit	SubContract Total	Total Cost Unit	Total Cost Total
	Quantities					**404.00**												
	AB	60	TN	---	---	---	---	---	---	---	---	---	16.00	960	---	---	16.00	960
2	Foundation Prep	404	SF	16.830	0.059	48	SPC 43.40	2,084	---	---	---	---	---	---	---	---	5.16	2,084
	Bckho-Ldr Ct 420C 1.0cy	404	SF	16.830	0.059	24	SPC 43.40	1,042	48.51	1,164	---	---	---	---	---	---	5.46	2,206
	Trench Compactor 24"-33"	404	SF	16.830	0.059	---	---	---	21.54	517	---	---	---	---	---	---	1.28	517
	Tank Trl Water 500 Gal	24	HR	1.000	1.000	---	---	---	16.37	393	---	---	---	---	---	---	16.37	393
Sub Grade Prep		404.00	SF	5.610	0.178	72	43.40	3,125	5.13	2,074	---	---	2.38	960	---	---	15.25	6,160
Concrete Formwork		**459**	**SF**															
Fab Formwork		**459**	**SF**															
	Fab SOG & Ftg Forms					450.00	SF											
	Fab SOG Forms (Stick Built)					**450.00**												
3	Fab SOG Forms	450	SF	18.750	0.053	72	SPC 43.40	3,125	---	---	---	---	---	---	---	---	6.94	3,125
	Form Ply 3/4"	495	SF	---	---	---	---	---	---	---	1.15	569	---	---	---	---	1.15	569
	Dimen. Lumber (2x4-2x10)	990	BF	---	---	---	---	---	---	---	0.800000	792	---	---	---	---	0.800000	792
	Form Hardware	450	SF	---	---	---	---	---	---	---	0.300000	135	---	---	---	---	0.300000	135
	Fab Wall Forms					9.00	SF											
	Fab Wall Form (Stick Built Gang)					**9.00**	**SF**											
	Pipe Chase Wall																	
2	Fab Wall Forms	9	SF	8.000	0.125	2	SPC 43.40	98	---	---	---	---	---	---	---	---	10.85	98
	3/4" MDO Plywood	9	SF	---	---	---	---	---	---	---	1.15	10	---	---	---	---	1.15	10
	Form Hardware	9	SF	---	---	---	---	---	---	---	0.300000	3	---	---	---	---	0.300000	3
	Dimen. Lumber (4x4-4x8)	39.60	BF	---	---	---	---	---	---	---	0.900000	36	---	---	---	---	0.900000	36
Fab Formwork		459.00	SF	6.182	0.162	74	43.40	3,222	---	---	3.37	1,545	---	---	---	---	10.39	4,767

Item Analysis Sheet

SITE Site Work 1.00 LS

Proprietary and Confidential

No.	Description	Quantity	UOM	Units Per Hours	ManHrs Per Unit	Labor Hours	Labor $ / hr	Labor Total	Equipment $ / hr	Equipment Total	Services/ Tools/Supplies $/ItemUnit	Services/ Tools/Supplies Total	Perm. Material $/ItemUnit	Perm. Material Total	SubContract $/ItemUnit	SubContract Total	Total Cost Unit	Total Cost Total
	Erect and Strip Formwork	**459**	**SF**															
	Totals Formwork					**459.00**	**sf**											
	Form Oil	459	SF	---	---	---	---	---	---	---	0.030000	14	---	---	---	---	0.030000	14
	Erect and Strip Supplies	459	SF	---	---	---	---	---	---	---	0.250000	115	---	---	---	---	0.250000	115
	CLS Polymer Area					459.00	SF											
	CLS Polymer Area					**459.00**												
3	SOG & Ftgs	363	SF	9.075	0.110	120	SPC 43.40	5,208	---	---	---	---	---	---	---	---	14.35	5,208
3	Walls Less than 8'	9	SF	3.000	0.333	9	SPC 43.40	391	---	---	---	---	---	---	---	---	43.40	391
3	Curbs	87	SF	10.785	0.093	24	SPC 43.40	1,050	---	---	---	---	---	---	---	---	12.07	1,050
	Loose Formwork					**19.00**	**SF**											
	Blockouts					**19.00**	**SF**											
	Electrical Stub Ups																	
	Form Ply 3/4"	19	SF	---	---	---	---	---	---	---	1.15	22	---	---	---	---	1.15	22
	Dimen. Lumber (2x4-2x10)	38	BF	---	---	---	---	---	---	---	0.800000	30	---	---	---	---	0.800000	30
2	Blockout	19	SF	6.333	0.158	6	SPC 43.40	260	---	---	---	---	---	---	---	---	13.71	260
	Erect and Strip Formwork	459.00	SF	2.883	0.347	159	43.40	6,909	---	---	0.393834	181	---	---	---	---	15.45	7,090
	Concrete Formwork	459.00	SF	1.966	0.509	233	43.40	10,132	---	---	3.76	1,726	---	---	---	---	25.83	11,857
	03300 Cast In Place Concrete	**31**	**CY**															
	Concrete Materials	**33.50**	**CY**															
	TOTAL CONCRETE					**31.00**	**Cy**											
	CONC BASE BID					31.00												
	Structural Concrete 4,000psi																	
	Sidewalk Concrete 3,000psi																	
	Conc.4000 Psi	26	CY	---	---	---	---	---	---	---	---	---	128.50	3,341	---	---	128.50	3,341

BE Number BE210846
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Project **5471209 COC WWW JOC # 2 OBRF Polymer & HCL**
Location Chandler, AZ, USA

Item Analysis Sheet

Proprietary and Confidential

SITE **Site Work** **1.00** **LS**

No.	Description	Quantity	UOM	Units Per Hours	ManHrs Per Unit	Labor Hours	Labor $ / hr	Labor Total	Equipment $ / hr	Equipment Total	Services/ Tools/Supplies $/ItemUnit	Services/ Tools/Supplies Total	Perm. Material $/ItemUnit	Perm. Material Total	SubContract $/ItemUnit	SubContract Total	Total Cost Unit	Total Cost Total
	Conc.4000 Psi Waste 5%	1.50	CY	---	---	---	---	---	---	---	---	---	128.50	193	---	---	128.50	193
	Conc.3000 Psi	5	CY	---	---	---	---	---	---	---	---	---	123.50	618	---	---	123.50	618
	Conc.3000 Psi Waste 5%	1	CY	---	---	---	---	---	---	---	---	---	123.50	124	---	---	123.50	124
	Enviromental Fees	5	LD	---	---	---	---	---	---	---	---	---	25.00	125	---	---	25.00	125
	Fuel Surcharge	5	LD	---	---	---	---	---	---	---	---	---	15.00	75	---	---	15.00	75
	Shortload Fees	2	EA	---	---	---	---	---	---	---	---	---	200.00	400	---	---	200.00	400
	Hot Weather Concrete-Ice	---	CY	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
	Cold Weather Concrete-Additive	---	CY	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
	Conc. Placing Supplies	27.50	CY	---	---	---	---	---	---	---	0.350000	10	---	---	---	---	0.350000	10
	Concrete Materials	33.50	CY	---	---	---	---	---	---	---	0.287313	10	145.51	4,875	---	---	145.80	4,884
	Concrete Placement	**31**	**CY**															
	Total Concrete CY					**31.00**												
	CLS Polymer Area					31.00	CY											
	CLS Polymer Area					**31.00**	**CY**											
	Sog & Ftgs'	28.50	CY	1.000	1.000	29	SPC 43.40	1,237	---	---	---	---	---	---	---	---	43.40	1,237
	Walls	1	CY	0.500	2.000	2	SPC 43.40	87	---	---	---	---	---	---	---	---	86.80	87
	Curbs	1.50	CY	1.000	1.000	2	SPC 43.40	65	---	---	---	---	---	---	---	---	43.40	65
	Pumping					31.00	CY											
	Tailgate					**12.00**	**CY**											
	Concrete Pump (SOG 1)					**19.00**	**CY**											
P	36 M 120' Boom (Hourly Charge)	4	HR	---	---	---	---	---	---	---	214.00	856	---	---	---	---	214.00	856
P	Fuel Surgarge	4	HR	---	---	---	---	---	---	---	---	---	15.00	60	---	---	15.00	60
P	36 M 120' Boom (CY Charge)	19	CY	---	---	---	---	---	---	---	3.50	67	---	---	---	---	3.50	67
	Concrete Placement	31.00	CY	0.969	1.032	32	43.40	1,389	---	---	29.76	923	1.94	60	---	---	76.49	2,371

SITE **Site Work** **1.00**

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No. Description	Quantity UOM	Units Per Hours	ManHrs Per Unit	Labor Hours	Labor $ / hr	Labor Total	Equipment $ / hr	Equipment Total	Services/ Tools/Supplies $/ItemUnit	Services/ Tools/Supplies Total	Perm. Material $/ItemUnit	Perm. Material Total	SubContract $/ItemUnit	SubContract Total	Total Cost Unit	Total Cost Total
03300 Cast In Place Concrete	31.00 CY	0.969	1.032	32	43.40	1,389	---	---	30.07	932	159.19	4,935	---	---	234.05	7,256
03251 Concrete Joints	**31 CY**															
Concrete Joint Qty																
Joint Prep- Sandblast	**21 SF**															
2 Joint Prep	21 SF	2.600	0.385	16	SPC 43.40	701	---	---	---	---	---	---	---	---	33.38	701
Comp 185 CFM Diesel	21 SF	15.000	0.067	---	---	---	20.65	29	---	---	---	---	---	---	1.38	29
Greencut Supplies	21 SF	---	---	---	---	---	---	---	0.150000	3	---	---	---	---	0.150000	3
Joint Prep- Sandblast	21.00 SF	1.300	0.769	16	43.40	701	1.38	29	0.150000	3	---	---	---	---	34.91	733
Waterstop Qty	**20 LF**															
Sidewalk / SOG																
Sawcut Crack Joints Labor	20 LF	10.000	0.100	2	SPC 43.40	87	---	---	---	---	---	---	---	---	4.34	87
STS	1 LS	---	---	---	---	---	---	---	---	---	---	50	---	---	---	50
Waterstop Qty				10.00												
Pipe Chase Wall																
Hydro Waterstop	10 LF	---	---	---	---	---	---	---	---	---	8.00	80	---	---	8.00	80
Install Hydro Waterstop	10 LF	6.000	0.167	2	SPC 43.40	72	---	---	---	---	---	---	---	---	7.23	72
Waterstop Qty	20.00 LF	5.455	0.183	4	43.40	159	---	---	---	---	6.50	130	---	---	14.46	289
03251 Concrete Joints	31.00 CY	1.564	0.639	20	43.40	860	0.932493	29	0.101613	3	4.19	130	---	---	32.98	1,022
Conc Finishing	**9 SF**															
Quantities				9.00 SF												
Point and Patch Finish	9 SF	3.000	0.333	3	SPC 43.40	130	---	---	---	---	---	---	---	---	14.47	130
Grout Finish	9 SF	3.000	0.333	3	SPC 43.40	130	---	---	---	---	---	---	---	---	14.47	130
Finishing Supplies P&P	9 SF	---	---	---	---	---	---	---	10.00	90	---	---	---	---	10.00	90
Concrete Sealer - Not Sure Applies here as no new SOG being installed per drawings and not included																

BE Number BE210846
Opportunity No
Owner File No
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SITE Site Work 1.00 LS

No. Description	Quantity UOM	Units Per Hours	ManHrs Per Unit	Labor Hours	Labor $ / hr	Labor Total	Equipment $ / hr	Equipment Total	Services/ Tools/Supplies $/ItemUnit	Services/ Tools/Supplies Total	Perm. Material $/ItemUnit	Perm. Material Total	SubContract $/ItemUnit	SubContract Total	Total Cost Unit	Total Cost Total
Conc Finishing	9.00 SF	1.500	0.667	6	43.40	260	---	---	10.00	90	---	---	---	---	38.93	350
Curing	**31 CY**															
Curing	**923 SF**															
Quantities				923.00 SF												
Curing Labor	923 SF	200.000	0.005	5	SPC 43.40	200	---	---	---	---	---	---	---	---	0.216995	200
Water Curing Supplies	923 SF	---	---	---	---	---	---	---	0.100000	92	---	---	---	---	0.100000	92
Curing	923.00 SF	200.000	0.005	5	43.40	200	---	---	0.100000	92	---	---	---	---	0.316995	293
Curing	31.00 CY	6.717	0.149	5	43.40	200	---	---	2.98	92	---	---	---	---	9.44	293
03200 Conc Reinforcement	**3.10 TN**															
Rebar Sub: Supply & Install	**3.10 TN**															
Rebar Subcontractor																
Harris Rebar	1 LS	---	---	---	---	---	---	---	---	---	---	---	---	3,990	---	3,990
Install Dowels																
No Epoxy (3" Embedment)																
#4 Rebar Dowels	10 EA	---	---	---	---	---	---	---	---	---	3.00	30	---	---	3.00	30
Install Dowels	10 EA	2.000	0.500	5	SPC 43.40	217	---	---	---	---	---	---	---	---	21.70	217
STS	1 LS	---	---	---	---	---	---	---	---	---	---	100	---	---	---	100
Rebar Sub: Supply & Install	3.10 TN	0.620	1.613	5	43.40	217	---	---	---	---	41.94	130	1,287.10	3,990	1,399.03	4,337
03200 Conc Reinforcement	3.10 TN	0.620	1.613	5	43.40	217	---	---	---	---	41.94	130	1,287.10	3,990	1,399.03	4,337
CONCRETE	31.00 CY	0.083	12.029	373	43.40	16,184	67.85	2,103	91.72	2,843	198.54	6,155	128.71	3,990	1,008.86	31,275
Bollards	**4 EA**															
DWGS C01 & C02																
Bollards to be 6" DIA SCH 40 Steel Filled with Concrete																
Bollard Covers: Post Guard Model CL 1386F 7" DIA x 4'-4" High (Yellow w/ Refelctice Red Strips)																

SITE Site Work 1.00

Item Analysis Sheet

SITE Site Work 1.00 LS

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No.	Description	Quantity	UOM	Units Per Hours	ManHrs Per Unit	Labor Hours	Labor $ / hr	Labor Total	Equipment $ / hr	Equipment Total	Services/ Tools/Supplies $/ItemUnit	Services/ Tools/Supplies Total	Perm. Material $/ItemUnit	Perm. Material Total	SubContract $/ItemUnit	SubContract Total	Total Cost Unit	Total Cost Total
	Bollard Height Estimated to be 8'-4" High and 4' Embedded in Class "B" Concrete																	
	SCH 40 Bollards (Blue Dot Steel)	4	EA	---	---	---	---	---	---	---	---	---	495.00	1,980	---	---	495.00	1,980
	Post Guard Covers					4.00	EA							0.00				
	Compressive Foam Strips	10	LF	---	---	---	---	---	---	---	---	---	5.00	50	---	---	5.00	50
	Class "B" Concrete	1.50	CY	---	---	---	---	---	---	---	---	---	123.50	185	---	---	123.50	185
	Short Load Fee	1	EA	---	---	---	---	---	---	---	---	---	200.00	200	---	---	200.00	200
	Enviornmental	1	EA	---	---	---	---	---	---	---	---	---	25.00	25	---	---	25.00	25
	Fuel Surcharge	1	EA	---	---	---	---	---	---	---	---	---	15.00	15	---	---	15.00	15
	2' x 2' x 2' Concrete					1.00	CY											
2	Excavate	1	CY	0.500	2.000	4	SPC 43.40	174	---	---	---	---	---	---	---	---	173.60	174
	Bckho-Ldr Ct 420C 1.0cy	1	CY	0.500	2.000	2	OP2 49.26	99	48.51	97	---	---	---	---	---	---	195.53	196
	Set & Place Place Bollards	4	EA	2.000	0.500	2	SPC 43.40	87	---	---	---	---	---	---	---	---	21.70	87
	Anchors	16	EA	4.000	0.250	4	SPC 43.40	174	---	---	---	---	5.00	80	---	---	15.85	254
	Post Guard Covers	4	EA	2.000	0.500	2	SPC 43.40	87	---	---	---	---	---	---	---	---	21.70	87
	Bollards	4.00	EA	0.286	3.500	14	44.24	619	24.25	97	---	---	633.81	2,535	---	---	812.89	3,252
	CLS POLYMER AREA	1.00	LS	---	---	472	43.42	20,492	---	3,954	---	2,843	---	9,750	---	3,990	---	41,029
	BELT PRESS POLYMER AREA	**1**	**LS**															
	Includes the Following:																	
	New Bollards																	
	New Electrical Gutter																	
	Asphalt Replacement Covered in Demo																	
	Potholing	**1**	**LS**															
	Locate Existing Utilities																	
	Non Distructive	4	HR	---	---	---	---	---	---	---	---	---	265.00	1,060	---	---	265.00	1,060
	Pothole Assistance	4	HR	1.000	1.000	4	SPC 43.40	174	---	---	---	---	---	---	---	---	43.40	174

SITE Site Work 1.00

Item Analysis Sheet

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No.	Description	Quantity	UOM	Units Per Hours	ManHrs Per Unit	Labor Hours	Labor $ / hr	Labor Total	Equipment $ / hr	Equipment Total	Services/ Tools/Supplies $/ItemUnit	Services/ Tools/Supplies Total	Perm. Material $/ItemUnit	Perm. Material Total	SubContract $/ItemUnit	SubContract Total	Total Cost Unit	Total Cost Total
Potholing		1.00	LS	---	---	4	43.40	174	---	---	---	---	---	1,060	---	---	---	1,234
Bollards		**5**	**EA**															
	DWGS C01 & C02																	
	Bollards to be 6" DIA SCH 40 Steel Filled with Concrete																	
	Bollard Covers: Post Guard Model CL 1386F 7" DIA x 4'-4" High (Yellow w/ Refelctice Red Strips)																	
	Bollard Height Estimated to be 8'-4" High and 4' Embedded in Class "B" Concrete																	
	SCH 40 Bollards (Blue Dot Steel)	5	EA	---	---	---	---	---	---	---	---	---	495.00	2,475	---	---	495.00	2,475
	Post Guard Covers					5.00	EA							0.00				
	Compressive Foam Strips	10	LF	---	---	---	---	---	---	---	---	---	5.00	50	---	---	5.00	50
	Class "B" Concrete	2	CY	---	---	---	---	---	---	---	---	---	123.50	247	---	---	123.50	247
	Short Load Fee	1	EA	---	---	---	---	---	---	---	---	---	200.00	200	---	---	200.00	200
	Enviornmental	1	EA	---	---	---	---	---	---	---	---	---	25.00	25	---	---	25.00	25
	Fuel Surcharge	1	EA	---	---	---	---	---	---	---	---	---	15.00	15	---	---	15.00	15
	2' x 2' x 2' Concrete					**1.50**	**CY**											
2	Excavate	1.50	CY	0.500	2.000	6	SPC 43.40	260	---	---	---	---	---	---	---	---	173.60	260
	Bckho-Ldr Ct 420C 1.0cy	1.50	CY	0.500	2.000	3	OP2 49.26	148	48.51	146	---	---	---	---	---	---	195.53	293
	Set & Place Place Bollards	5	EA	2.000	0.500	3	SPC 43.40	108	---	---	---	---	---	---	---	---	21.70	108
	Anchors	20	EA	4.000	0.250	5	SPC 43.40	217	---	---	---	---	5.00	100	---	---	15.85	317
	Post Guard Covers	5	EA	2.000	0.500	3	SPC 43.40	108	---	---	---	---	---	---	---	---	21.70	108
Bollards		5.00	EA	0.263	3.800	19	44.32	842	29.10	146	---	---	622.40	3,112	---	---	819.94	4,100
Electrical Gutter		**1**	**LS**															
	Asphalt Remvoal covered in Demo																	
	Excavate / Backfill Covered by PCL / Installation Furnish and Install provided by Electrician																	
	Neat Trench Excavate					**1.50**	**CY**											
2	Excavate	1.50	CY	0.375	2.667	8	SPC 43.40	347	---	---	---	---	---	---	---	---	231.46	347
	Bckho-Ldr Ct 420C 1.0cy	1.50	CY	0.375	2.667	4	OP2 49.26	197	48.51	194	---	---	---	---	---	---	260.71	391
	Tank Trl Water 500 Gal	1.50	CY	0.375	2.667	---	---	---	16.37	65	---	---	---	---	---	---	43.64	65

Item Analysis Sheet

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No.	Description	Quantity	UOM	Units Per Hours	ManHrs Per Unit	Labor Hours	Labor $ / hr	Labor Total	Equipment $ / hr	Equipment Total	Services/ Tools/Supplies $/ItemUnit	Services/ Tools/Supplies Total	Perm. Material $/ItemUnit	Perm. Material Total	SubContract $/ItemUnit	SubContract Total	Total Cost Unit	Total Cost Total
	Electrical Gutter	1.00	LS	---	---	12	45.35	544	---	259	---	---	---	---	---	---	---	804
	CONCRETE	**21**	**CY**															
	Footing Excavation	**6**	**CY**															
	20' x 2' x 2' = 3 CY																	
	Hand Dig North End = 3 CY																	
	Neat Trench Footing																	
	Excavate	3	CY	1.000	1.000	3	SPC 43.40	130	---	---	---	---	---	---	---	---	43.40	130
2	Hand Excavate	3	CY	0.250	4.000	24	SPC 43.40	1,042	---	---	---	---	---	---	---	---	347.19	1,042
	Bckho-Ldr Ct 420C 1.0cy	3	CY	1.000	1.000	3	OP2 49.26	148	48.51	146	---	---	---	---	---	---	97.77	293
	Tank Trl Water 500 Gal	6	CY	1.000	1.000	---	---	---	16.37	98	---	---	---	---	---	---	16.37	98
	Haul off Covered in Site Haul Off																	
	Footing Excavation	6.00	CY	0.200	5.000	30	43.98	1,320	40.62	244	---	---	---	---	---	---	260.54	1,563
	Sand Fill Structure	**25**	**CY**															
	Fill in Voids per Drawing with Sand																	
	Area = 343 SF - Concrete Pedestal 100 SF = 243 SF / Depth = 2'-9" = 25 CY * 2 = 50 TN																	
	Sand	50	TN	---	---	---	---	---	---	---	---	---	18.00	900	---	---	18.00	900
3	Sand Fill	25	CY	6.250	0.160	12	SPC 43.40	521	---	---	---	---	---	---	---	---	20.83	521
	Forklift, RT 8000# Reach	25	CY	6.250	0.160	4	OP2 49.26	197	63.12	252	---	---	---	---	---	---	17.98	450
	Dump Box w/fork attach	25	CY	6.250	0.160	---	---	---	0.5022	2	---	---	---	---	---	---	0.080352	2
	Trench Compactor 24"-33"	25	CY	6.250	0.160	---	---	---	21.54	86	---	---	---	---	---	---	3.45	86
	Tank Trl Water 500 Gal	25	CY	6.250	0.160	---	---	---	16.37	65	---	---	---	---	---	---	2.62	65
	Sand Fill Structure	25.00	CY	1.563	0.640	16	44.86	718	16.24	406	---	---	36.00	900	---	---	80.96	2,024
	Sub Grade Prep	**92**	**SF**															
	Footing																	
	South Equipment Pad																	
	SOG Not included - Covered in Sand Fill																	

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	Quantities					92.00												
	AB	2	TN	---	---	---	---	---	---	---	---	---	16.00	32	---	---	16.00	32
3	Foundation Prep	92	SF	11.500	0.087	24	SPC 43.40	1,042	---	---	---	---	---	---	---	---	11.32	1,042
	Bckho-Ldr Ct 420C 1.0cy	92	SF	11.500	0.087	8	OP2 49.26	394	48.51	388	---	---	---	---	---	---	8.50	782
	Trench Compactor 24"-33"	92	SF	11.500	0.087	---	---	---	21.54	172	---	---	---	---	---	---	1.87	172
	Tank Trl Water 500 Gal	92	SF	11.500	0.087	---	---	---	16.37	131	---	---	---	---	---	---	1.42	131
	Sub Grade Prep	92.00	SF	2.875	0.348	32	44.86	1,436	7.51	691	---	---	0.347826	32	---	---	23.47	2,159
	Concrete Formwork	**77**	**SF**															
	No Formwork Included for Footings - Neat Trench																	
	No Formwork Included for SOG																	
	Formwork for Equipment Pad South Side Only																	
	Curb Formwork Incldued																	
	Fab Formwork	**77**	**SF**															
	Fab SOG & Ftg Forms					77.00	SF											
	Fab SOG Forms (Stick Built)					19.00												
	Fab SOG Forms	19	SF	8.000	0.125	2	SPC 43.40	103	---	---	---	---	---	---	---	---	5.42	103
	Form Ply 3/4"	20.90	SF	---	---	---	---	---	---	---	1.15	24	---	---	---	---	1.15	24
	Dimen. Lumber (2x4-2x10)	41.80	BF	---	---	---	---	---	---	---	0.800000	33	---	---	---	---	0.800000	33
	Form Hardware	19	SF	---	---	---	---	---	---	---	0.300000	6	---	---	---	---	0.300000	6
	Fab Wall Form (Stick Built Gang)					58.00	SF											
	Curb Formwork Incldued																	
2	Fab Wall Forms	58	SF	14.500	0.069	8	SPC 43.40	347	---	---	---	---	---	---	---	---	5.99	347
	3/4" MDO Plywood	58	SF	---	---	---	---	---	---	---	1.15	67	---	---	---	---	1.15	67
	Form Hardware	58	SF	---	---	---	---	---	---	---	0.300000	17	---	---	---	---	0.300000	17
	Dimen. Lumber (4x4-4x8)	255.20	BF	---	---	---	---	---	---	---	0.900000	230	---	---	---	---	0.900000	230

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	Fab Formwork	77.00	SF	7.422	0.135	10	43.40	450	---	---	4.90	377	---	---	---	---	10.74	827
	Erect and Strip Formwork	**77**	**SF**															
	Totals Formwork					**77.00 sf**												
	Form Oil	77	SF	---	---	---	---	---	---	---	0.030000	2	---	---	---	---	0.030000	2
	Erect and Strip Supplies	142	SF	---	---	---	---	---	---	---	0.250000	36	---	---	---	---	0.250000	36
	Equipment Pad South Side					12.00	SF											
	Equipment Pad South Side					**12.00**												
	SOG & Ftgs	12	SF	2.000	0.500	6	SPC 43.40	260	---	---	---	---	---	---	---	---	21.70	260
	Active Polymer Platform Equipment Pad																	
	4" High																	
	SOG & Ftgs	7	SF	1.000	1.000	7	SPC 43.40	304	---	---	---	---	---	---	---	---	43.40	304
	Structure Curb					58.00	SF											
	Structure Curb					**58.00**												
2	Walls Less than 8'	58	SF	3.625	0.276	32	SPC 43.40	1,389	---	---	---	---	---	---	---	---	23.94	1,389
	Loose Formwork																	
	Handrail Lumber 4 Bf per lf					**80.00 lf**												
	Utilize once Handrail is removed																	
	Dimen. Lumber (2x4-2x10)	320	BF	---	---	---	---	---	---	---	0.800000	256	---	---	---	---	0.800000	256
	Handrails	80	LF	20.000	0.050	4	SPC 43.40	174	---	---	---	---	---	---	---	---	2.17	174
	Erect and Strip Formwork	77.00	SF	1.571	0.636	49	43.40	2,127	---	---	3.82	294	---	---	---	---	31.43	2,420
	Concrete Formwork	77.00	SF	1.297	0.771	59	43.40	2,577	---	---	8.71	671	---	---	---	---	42.18	3,248
	03300 Cast In Place Concrete	**21**	**CY**															
	Concrete Materials	**21.50**	**CY**															

Item Analysis Sheet

SITE **Site Work** **1.00** **LS**

Proprietary and Confidential

No.	Description	Quantity	UOM	Units Per Hours	ManHrs Per Unit	Labor Hours	Labor $ / hr	Labor Total	Equipment $ / hr	Equipment Total	Services/ Tools/Supplies $/ItemUnit	Services/ Tools/Supplies Total	Perm. Material $/ItemUnit	Perm. Material Total	SubContract $/ItemUnit	SubContract Total	Total Cost Unit	Total Cost Total
	TOTAL CONCRETE					**21.00 Cy**												
	CONC BASE BID					21.00												
	Conc.4000 Psi	20.50	CY	---	---	---	---	---	---	---	---	---	128.50	2,634	---	---	128.50	2,634
	Conc.4000 Psi Waste 5%	1	CY	---	---	---	---	---	---	---	---	---	128.50	129	---	---	128.50	129
	Enviromental Fees	3	LD	---	---	---	---	---	---	---	---	---	25.00	75	---	---	25.00	75
	Fuel Surcharge	3	LD	---	---	---	---	---	---	---	---	---	15.00	45	---	---	15.00	45
	Shortload Fee	1	EA	---	---	---	---	---	---	---	---	---	200.00	200	---	---	200.00	200
	Hot Weather Concrete-Ice					0.00	CY							0.00				
	Cold Weather Concrete-Additive					0.00	CY							0.00				
	Conc. Placing Supplies	21	CY	---	---	---	---	---	---	---	0.350000	7	---	---	---	---	0.350000	7
	Concrete Materials	21.50	CY	---	---	---	---	---	---	---	0.341860	7	143.38	3,083	---	---	143.73	3,090
	Concrete Placement	**21**	**CY**															
	Total Concrete CY					**21.00**												
	Belt Press Polymer					21.00	CY											
	Belt Press Polymer					**21.00**	**CY**											
3	Sog & Ftgs'	19	CY	2.370	0.422	24	SPC 43.40	1,044	---	---	---	---	---	---	---	---	54.94	1,044
3	Curbs	1	CY	0.250	4.000	12	SPC 43.40	521	---	---	---	---	---	---	---	---	520.79	521
3	Polymer Platform Equip. Pad	1	CY	0.250	4.000	12	SPC 43.40	521	---	---	---	---	---	---	---	---	520.79	521
	Pumping					14.00	CY											
	Tailgate					**7.00**	**CY**											
	Concrete Pump					**14.00**	**CY**											
P	36 M 120' Boom (Hourly Charge)	6	HR	---	---	---	---	---	---	---	214.00	1,284	---	---	---	---	214.00	1,284
P	Fuel Surgarge	6	HR	---	---	---	---	---	---	---	---	---	15.00	90	---	---	15.00	90
P	36 M 120' Boom (CY Charge)	14	CY	---	---	---	---	---	---	---	3.00	42	---	---	---	---	3.00	42
	Concrete Placement	21.00	CY	0.437	2.288	48	43.40	2,085	---	---	63.14	1,326	4.29	90	---	---	166.73	3,501

Item Analysis Sheet

SITE Site Work 1.00 LS

Proprietary and Confidential

No.	Description	Quantity	UOM	Units Per Hours	ManHrs Per Unit	Labor Hours	Labor $ / hr	Labor Total	Equipment $ / hr	Equipment Total	Services/ Tools/Supplies $/ItemUnit	Services/ Tools/Supplies Total	Perm. Material $/ItemUnit	Perm. Material Total	SubContract $/ItemUnit	SubContract Total	Total Cost Unit	Total Cost Total
03300	**Cast In Place Concrete**	21.00	CY	0.437	2.288	48	43.40	2,085	---	---	63.49	1,333	151.08	3,173	---	---	313.88	6,591
03251	**Concrete Joints**	**21**	**CY**															
	Concrete Joint Qty					279.00												
	SOG - Install Walls at Existing Containment walls and top of existing equipment pad - Refer to notes 1/4" amplitude Footing were it connects to existing exterior of containment wall																	
	Joint Prep- Sandblast	**279**	**SF**															
3	Joint Prep	279	SF	17.438	0.057	48	SPC 43.40	2,083	---	---	---	---	---	---	---	---	7.47	2,083
	Comp 185 CFM Diesel	279	SF	15.000	0.067	---	---	---	20.65	384	---	---	---	---	---	---	1.38	384
	Greencut Supplies	279	SF	---	---	---	---	---	---	---	0.150000	42	---	---	---	---	0.150000	42
	Epoxy Bonding Agent	279	SF	62.250	0.016	4	SPC 43.40	195	---	---	---	---	0.500000	140	---	---	1.20	334
	Joint Prep- Sandblast	279.00	SF	5.316	0.188	52	43.40	2,278	1.38	384	0.150000	42	0.500000	140	---	---	10.19	2,843
	Concrete Finishes	**72**	**SF**															
	WET Finishing Supplies	72	SF	---	---	---	---	---	---	---	1.00	72	---	---	---	---	1.00	72
	Concrete Sealer	72	SF	---	---	---	---	---	---	---	---	---	4.00	288	---	---	4.00	288
2	Sealer	72	SF	18.000	0.056	8	SPC 43.40	347	---	---	---	---	---	---	---	---	4.82	347
	Concrete Finishes	72.00	SF	9.000	0.111	8	43.40	347	---	---	1.00	72	4.00	288	---	---	9.82	707
03251	**Concrete Joints**	21.00	CY	0.347	2.880	60	43.40	2,625	18.29	384	5.42	114	20.36	428	---	---	169.06	3,550
	Curing	**21**	**CY**															
	Curing	**1,153**	**SF**															
	Quantities					1,153.00	SF											
	Curing Labor	1,153	SF	384.000	0.003	3	SPC 43.40	130	---	---	---	---	---	---	---	---	0.113018	130
	Water Curing Supplies	1,153	SF	---	---	---	---	---	---	---	0.100000	115	---	---	---	---	0.100000	115

Item Analysis Sheet

SITE Site Work 1.00 LS

Proprietary and Confidential

No. Description	Quantity UOM	Units Per Hours	ManHrs Per Unit	Labor Hours	Labor $ / hr	Labor Total	Equipment $ / hr	Equipment Total	Services/ Tools/Supplies $/ItemUnit	Services/ Tools/Supplies Total	Perm. Material $/ItemUnit	Perm. Material Total	SubContract $/ItemUnit	SubContract Total	Total Cost Unit	Total Cost Total
Curing	1,153.00 SF	384.000	0.003	3	43.40	130	---	---	0.100000	115	---	---	---	---	0.213018	246
Curing	21.00 CY	6.994	0.143	3	43.40	130	---	---	5.49	115	---	---	---	---	11.70	246
03200 Conc Reinforcement	**2.10 TN**															
Rebar Sub: Supply & Install	**2.10 TN**															
Rule of Thumb 200 Lbs per CY				4,200.00 Lbs												
Rebar Subcontractor																
Concrete Rebar= $1800 per TN				3,780.00 USD												
Harris Rebar	1 LS	---	---	---	---	---	---	---	---	---	---	---	---	4,022	---	4,022
Rebar Sub: Supply & Install	2.10 TN	---	---	---	---	---	---	---	---	---	---	---	1,915.24	4,022	1,915.24	4,022
Drill & Dowel Rebar	**120 EA**															
Drill & Dowel Rebar																
#4 & #5 Dowels	120 EA	---	---	---	---	---	---	---	---	---	3.00	360	---	---	3.00	360
Drill in Dowels up to 12 " Depth	120 EA	4.000	0.250	30	SPC 43.40	1,302	---	---	---	---	---	---	---	---	10.85	1,302
STS Dowels incl's Epoxy, Drills, Bits Etc.	120 EA	---	---	---	---	---	---	---	9.00	1,080	---	---	---	---	9.00	1,080
Drill & Dowel Rebar	120.00 EA	4.000	0.250	30	43.40	1,302	---	---	9.00	1,080	3.00	360	---	---	22.85	2,742
03200 Conc Reinforcement	2.10 TN	0.070	14.286	30	43.40	1,302	---	---	514.29	1,080	171.43	360	1,915.24	4,022	3,220.94	6,764
CONCRETE	21.00 CY	0.075	13.281	279	43.71	12,192	82.15	1,725	157.77	3,313	232.96	4,892	191.52	4,022	1,245.00	26,145
BELT PRESS POLYMER AREA	1.00 LS	---	---	314	43.81	13,752	---	2,130	---	3,313	---	9,064	---	4,022	---	32,282
Cleanup & Restore Site	**100 %**															
Allowance	1 LS	---	---	---	---	---	---	---	---	2,500	---	---	---	---	---	2,500

BE Number BE210846
Opportunity No
Owner File No
Project **5471209 COC WWW JOC # 2 OBRF Polymer & HCL**
Location Chandler, AZ, USA

Item Analysis Sheet

SITE Site Work 1.00 LS

Proprietary and Confidential

No. Description	Quantity UOM	Units Per Hours	ManHrs Per Unit	Labor Hours	Labor $ / hr	Labor Total	Equipment $ / hr	Equipment Total	Services/ Tools/Supplies $/ItemUnit	Services/ Tools/Supplies Total	Perm. Material $/ItemUnit	Perm. Material Total	SubContract $/ItemUnit	SubContract Total	Total Cost Unit	Total Cost Total
Cleanup & Restore Site	100.00 %	---	---	---	---	---	---	---	25.00	2,500	---	---	---	---	25.00	2,500
SUBCONTRACT BOND	**100 %**															
Sub-Contract	453,953 SC	---	---	---	---	---	---	---	0.013500	6,128	---	---	---	---	0.013500	6,128
SUBCONTRACT BOND	100.00 %	---	---	---	---	---	---	---	61.28	6,128	---	---	---	---	61.28	6,128
VEHICLES	**100 %**															
Cars & Pickups	**100 %**															
Trc Pickup 4x2	4 MO	1.000	1.000	---	---	---	19.93	13,791	---	---	---	---	---	---	3,447.63	13,791
Trc Pickup 4x2 Ex. Cab	--- MO	1.000	1.000	---	---	---	---	---	---	---	---	---	---	---	---	---
Truck Allowance	1 MO	---	---	---	---	---	---	---	600.00	600	---	---	---	---	600.00	600
Cars & Pickups	100.00 %	---	---	---	---	---	137.91	13,791	6.00	600	---	---	---	---	143.91	14,391
VEHICLES	100.00 %	---	---	---	---	---	137.91	13,791	6.00	600	---	---	---	---	143.91	14,391
EQUIPMENT	**100 %**															
Backhoe / Buffallo	**100 %**															
Span through Project Duration																
Forklift, RT 8000# Reach	1 MO	1.000	1.000	---	---	---	63.12	10,920	---	---	---	---	---	---	10,919.52	10,920
Tank Trl Water 500 Gal	1 MO	1.000	1.000	---	---	---	16.37	2,831	---	---	---	---	---	---	2,831.15	2,831
Backhoe / Buffallo	100.00 %	---	---	---	---	---	137.51	13,751	---	---	---	---	---	---	137.51	13,751
EQUIPMENT	100.00 %	---	---	---	---	---	137.51	13,751	---	---	---	---	---	---	137.51	13,751
Quality Control STS	**100 %**															
Quality Control Sub / Special Inspections	1 EA	---	---	---	---	---	---	---	---	---	---	---	7,000.00	7,000	7,000.00	7,000

Item Analysis Sheet

SITE Site Work 1.00 LS

Proprietary and Confidential

No. Description	Quantity UOM	Units Per Hours	ManHrs Per Unit	Labor Hours	Labor $ / hr	Labor Total	Equipment $ / hr	Equipment Total	Services/ Tools/Supplies $/ItemUnit	Services/ Tools/Supplies Total	Perm. Material $/ItemUnit	Perm. Material Total	SubContract $/ItemUnit	SubContract Total	Total Cost Unit	Total Cost Total
Quality Control STS	100.00 %	---	---	---	---	---	---	---	---	---	---	---	70.00	7,000	70.00	7,000
Office STS	**100 %**															
Computer Equipment per Ea	10 MO	---	---	---	---	---	---	---	150.00	1,500	---	---	---	---	150.00	1,500
Hot Spot	5 MO	---	---	---	---	---	---	---	70.00	350	---	---	---	---	70.00	350
Office STS	100.00 %	---	---	---	---	---	---	---	18.50	1,850	---	---	---	---	18.50	1,850
First Aid & Safety STS	**100 %**															
Medical/Drug Testing	--- EA	---	---	---	---	---	---	---	75.00	---	---	---	---	---	---	---
*** Estimate for local requirements																
Training & Orientation	--- EA	---	---	---	---	---	---	---	35.00	---	---	---	---	---	---	---
*** Estimate for local requirements																
F.A. & Safety Supplies	3,111 MH	---	---	---	---	---	---	---	0.120000	373	---	---	---	---	0.120000	373
*** Allow 0.120 per Total Man Hours																
Fire Protection	3,111 MH	---	---	---	---	---	---	---	0.070000	218	---	---	---	---	0.070000	218
*** Allow 0.07 per Total Man Hours																
Mercy Flights				0.00 EA								0.00				
Casualty Carrier				0.00 MO			1.000									0.00
Ambulance				0.00 MO			1.000									0.00
Water Coolers	--- EA	---	---	---	---	---	---	---	50.00	---	---	---	---	---	---	---
Drinking Water & Ice	6 MO	---	---	---	---	---	---	---	150.00	900	---	---	---	---	150.00	900
Air Monitors	6 MO	1.000	1.000	---	---	---	0.9263	961	---	---	---	---	---	---	160.25	961
Rescue Tripod w/yo yo	--- MO	1.000	1.000	---	---	---	---	---	---	---	---	---	---	---	---	---
Yo Yo Winch	--- MO	1.000	1.000	---	---	---	---	---	---	---	---	---	---	---	---	---
First Aid & Safety STS	100.00 %	---	---	---	---	---	9.61	961	14.91	1,491	---	---	---	---	24.52	2,452
SMALL Tools-Expendables	**100 %**															
==========																

SITE Site Work 1.00 LS

No. Description	Quantity UOM	Units Per Hours	ManHrs Per Unit	Labor Hours	Labor $ / hr	Labor Total	Equipment $ / hr	Equipment Total	Services/ Tools/Supplies $/ItemUnit	Services/ Tools/Supplies Total	Perm. Material $/ItemUnit	Perm. Material Total	SubContract $/ItemUnit	SubContract Total	Total Cost Unit	Total Cost Total
Rate charged on TOTAL LABOR MAN HOURS. Estimator to apply appropriate rates for project type.																
Small Tool Assess	3,111 MH	---	---	---	---	---	---	---	1.00	3,111	---	---	---	---	1.00	3,111
Expendables Assess	3,111 MH	---	---	---	---	---	---	---	0.700000	2,177	---	---	---	---	0.700000	2,177
SMALL Tools-Expendables	100.00 %	---	---	---	---	---	---	---	52.88	5,288	---	---	---	---	52.88	5,288
Repair Labor	**100 %**															
Mechanical Labor Feeler ----------	**MMH**															
Mechanic Allowance	1 LS	---	---	---	---	---	---	---	---	500	---	---	---	---	---	500
Repair Labor	100.00 %	---	---	---	---	---	---	---	5.00	500	---	---	---	---	5.00	500
Repair-Service Operate	**100 %**															
Shop Tools/Equipt	1,605 TR	---	---	---	---	---	---	---	0.014700	24	---	---	---	---	0.014700	24
*** Direct Rep Cost x 1.47%																
Shop Supplies	1,605 TR	---	---	---	---	---	---	---	0.018100	29	---	---	---	---	0.018100	29
*** Direct Rep Cost x 1.81%																
Welding Supplies	1,605 TR	---	---	---	---	---	---	---	0.007200	12	---	---	---	---	0.007200	12
*** Direct Rep Cost x 0.72%																
Repair-Service Operate	100.00 %	---	---	---	---	---	---	---	0.641968	64	---	---	---	---	0.641968	64
OUTSIDE RENT ADJUSTMENT	**100 %**															
Allowance for lost time vs Invoice Monthly Charges																
Standby Rental Allowance	CE$			O	0.040											
*** Other Rent x 4.0%																

BE Number BE210846
Opportunity No
Owner File No
Project **5471209 COC WWW JOC # 2 OBRF Polymer & HCL**
Location Chandler, AZ, USA

Item Analysis Sheet

SITE **Site Work** **1.00** **LS**

Proprietary and Confidential

No.	Description	Quantity	UOM	Units Per Hours	ManHrs Per Unit	Labor Hours	Labor $ / hr	Labor Total	Equipment $ / hr	Equipment Total	Services/ Tools/Supplies $/ItemUnit	Services/ Tools/Supplies Total	Perm. Material $/ItemUnit	Perm. Material Total	SubContract $/ItemUnit	SubContract Total	Total Cost Unit	Total Cost Total
	Stanby Rental COSTS: (Enter Actual Amount from Equipment Reconcilation Report)																	
	Equipment Standby Report	1	LS	---	---	---	---	---	---	---	---	500	---	---	---	---	---	500
	OUTSIDE RENT ADJUSTMENT	100.00	%	---	---	---	---	---	---	---	5.00	500	---	---	---	---	5.00	500
	Site Work	1.00	LS	---	---	786	43.58	34,244	---	34,587	---	25,078	---	18,814	---	15,012	---	127,735

SITE **Site Work** **1.00**

Item Analysis Sheet

ARCH Architectural **1.00 LS**

Proprietary and Confidential

No. Description	Quantity UOM	Units Per Hours	ManHrs Per Unit	Labor Hours	Labor $ / hr	Labor Total	Equipment $ / hr	Equipment Total	Services/ Tools/Supplies $/ItemUnit	Services/ Tools/Supplies Total	Perm. Material $/ItemUnit	Perm. Material Total	SubContract $/ItemUnit	SubContract Total	Total Cost Unit	Total Cost Total
CLS POLYMER AREA	**1 LS**															
13 34 19 Metal Building	**1 LS**															
Both CLS & Belt Press Buildings																
To Include 07 60 00 Flashing & Sheet Metal																
To Include 07 90 00 Joint Fillers, Sealants & Caulking																
Building to come Pre-Finished																
Added $5,800 for Adder due to 30 DY Proposal Waiver if material not released by 5/31/2021																
Arizona Corporate Builders	1 LS	---	---	---	---	---	---	---	---	---	---	---	---	182,982	---	182,982
13 34 19 Metal Building	1.00 LS	---	---	---	---	---	---	---	---	---	---	---	---	182,982	---	182,982
08 11 13 - Steel Doors & Frames	**2 EA**															
To Include 08 71 00 Finish Hardware																
Doors (100 & 100B) - 3' x 7'-2"																
Hollow Metal Door / Paint Finish																
Arizona Corporate Builders	2 EA	---	---	---	---	---	---	---	---	---	3,934.33	7,869	---	---	3,934.33	7,869
08 11 13 - Steel Doors & Frames	2.00 EA	---	---	---	---	---	---	---	---	---	3,934.33	7,869	---	---	3,934.33	7,869
08 33 23 Roll-Up OH Doors	**1 EA**															
OH Door (100A) - 14' x 14'																
Prefinished Inslulated OH Door, Motorized																
Arizona Corporate Builders	1 EA	---	---	---	---	---	---	---	---	---	12,468.00	12,468	---	---	12,468.00	12,468
08 33 23 Roll-Up OH Doors	1.00 EA	---	---	---	---	---	---	---	---	---	12,468.00	12,468	---	---	12,468.00	12,468
Concrete Splash Block	**1 EA**															

BE Number BE210846
Opportunity No
Owner File No
Project **5471209 COC WWW JOC # 2 OBRF Polymer & HCL**
Location Chandler, AZ, USA

Item Analysis Sheet

ARCH Architectural 1.00 LS

Proprietary and Confidential

No.	Description	Quantity	UOM	Units Per Hours	ManHrs Per Unit	Labor Hours	Labor $ / hr	Labor Total	Equipment $ / hr	Equipment Total	Services/ Tools/Supplies $/ItemUnit	Services/ Tools/Supplies Total	Perm. Material $/ItemUnit	Perm. Material Total	SubContract $/ItemUnit	SubContract Total	Total Cost Unit	Total Cost Total
	Pre-Cast Splash Block	1	EA	---	---	---	---	---	---	---	---	---	150.00	150	---	---	150.00	150
	Concrete Splash Block	1.00	EA	---	---	---	---	---	---	---	---	---	150.00	150	---	---	150.00	150
	Fire Extinguishers	**2**	**EA**															
	Dry Chemical (DC) Fire Extinguishers																	
	Surfice Mounted Cabinet # 4 Finish 304 SST, Dual Vertical Door with 1/8" Thick DSA Glass Size																	
	Affordable Fire Proposal																	
	Fire Extinguishers	2	EA	---	---	---	---	---	---	---	---	---	89.00	178	---	---	89.00	178
	Cabinet	2	EA	---	---	---	---	---	---	---	---	---	225.00	450	---	---	225.00	450
2	Install	2	HR	1.000	1.000	4	SPC 43.40	174	---	---	---	---	---	---	---	---	86.80	174
	STS	1	LS	---	---	---	---	---	---	---	---	---	---	25	---	---	---	25
	Fire Extinguishers	2.00	EA	0.500	2.000	4	43.40	174	---	---	---	---	326.50	653	---	---	413.30	827
	First Aid Cabinets	**1**	**EA**															
	Did not see first aid cabinets in drawings, specs call for them and install per directed location by engineer																	
	Assuming 1 EA																	
P	First Aid Cabinets	1	EA	---	---	---	---	---	---	---	---	---	150.00	150	---	---	150.00	150
2	Install	1	HR	1.000	1.000	2	SPC 43.40	87	---	---	---	---	---	---	---	---	86.80	87
	STS	1	LS	---	---	---	---	---	---	---	---	---	---	25	---	---	---	25
	First Aid Cabinets	1.00	EA	0.500	2.000	2	43.40	87	---	---	---	---	175.00	175	---	---	261.80	262
	CLS POLYMER AREA	1.00	LS	---	---	6	43.40	260	---	---	---	---	---	21,315	---	182,982	---	204,557
	BELT PRESS POLYMER AREA	**1**	**LS**															
	13 34 19 Metal Building	**1**	**LS**															
	To Include 07 60 00 Flashing & Sheet Metal																	
	To Include 07 90 00 Joint Fillers, Sealants & Caulking																	
	To include Louvers per 08 90 00																	

ARCH Architectural 1.00 LS

No.	Description	Quantity	UOM	Units Per Hours	ManHrs Per Unit	Labor Hours	Labor $ / hr	Labor Total	Equipment $ / hr	Equipment Total	Services/ Tools/Supplies $/ItemUnit	Services/ Tools/Supplies Total	Perm. Material $/ItemUnit	Perm. Material Total	SubContract $/ItemUnit	SubContract Total	Total Cost Unit	Total Cost Total
	Building to Come Pre-Finished																	
	Cost for Belt Press Polymer Bldg. Included above in CLS Section																	
	Pre-Engineered Bldg.					504.00	SF								100.00			
	13 34 19 Metal Building	1.00	LS	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
	08 11 13 - Steel Doors & Frames	**1**	**EA**															
	To Include 08 71 00 Finish Hardware																	
	Door 200 (3'-0" x 7'-2")																	
	Hollow Metal Door / Paint Finish																	
	To include 07 90 00 Door Sealants (Type 2 or 3)																	
	Arizona Corporate Builders	1	EA	---	---	---	---	---	---	---	---	---	3,934.00	3,934	---	---	3,934.00	3,934
	08 11 13 - Steel Doors & Frames	1.00	EA	---	---	---	---	---	---	---	---	---	3,934.00	3,934	---	---	3,934.00	3,934
	08 33 23 Roll-Up OH Doors	**1**	**EA**															
	OH Door (200A) - 16' x 14'																	
	To include 07 90 00 Door Sealants (Type 2 or 3)																	
	Prefinished Insulated OH Door, Motorized																	
	Arizona Corporate Builders	1	EA	---	---	---	---	---	---	---	---	---	12,468.00	12,468	---	---	12,468.00	12,468
	08 33 23 Roll-Up OH Doors	1.00	EA	---	---	---	---	---	---	---	---	---	12,468.00	12,468	---	---	12,468.00	12,468
	Re-Routing Down Spout	**1**	**LS**															
	Remove Section of Down Spout and Re-Route																	
	Cut section of existing split face CMU Wall to set Down Spout Flush																	
P	Additonal Down Spout Materials	1	LS	---	---	---	---	---	---	---	---	---	---	300	---	---	---	300
2	Cut CMU Split Face	1	HR	1.000	1.000	2	SPC 43.40	87	---	---	---	---	---	---	---	---	86.80	87
	STS	1	LS	---	---	---	---	---	---	---	---	---	---	50	---	---	---	50
	Re-Routing Down Spout																	
2	Re-Route	4	HR	1.000	1.000	8	SPC 43.40	347	---	---	---	---	---	---	---	---	86.80	347

ARCH Architectural 1.00 LS

No.	Description	Quantity	UOM	Units Per Hours	ManHrs Per Unit	Labor Hours	Labor $ / hr	Labor Total	Equipment $ / hr	Equipment Total	Services/ Tools/Supplies $/ItemUnit	Services/ Tools/Supplies Total	Perm. Material $/ItemUnit	Perm. Material Total	SubContract $/ItemUnit	SubContract Total	Total Cost Unit	Total Cost Total
	STS	1	LS	---	---	---	---	---	---	---	---	---	---	50	---	---	---	50
	Ldr Manlift 4WD 40'	8	HR	1.000	1.000	---	---	---	33.03	264	---	---	---	---	---	---	33.03	264
Re-Routing Down Spout		1.00	LS	---	---	10	43.40	434	---	264	---	---	---	400	---	---	---	1,098
Concrete Splash Block		**3**	**EA**															
	Pre-Cast Splash Block	3	EA	---	---	---	---	---	---	---	---	---	150.00	450	---	---	150.00	450
Concrete Splash Block		3.00	EA	---	---	---	---	---	---	---	---	---	150.00	450	---	---	150.00	450
Fire Extinguishers		**1**	**EA**															
	Dry Chemical (DC) Fire Extinguishers Surfice Mounted Cabinet # 4 Finish 304 SST, Dual Vertical Door with 1/8" Thick DSA Glass Size																	
	Fire Extinguisher	1	EA	---	---	---	---	---	---	---	---	---	89.00	89	---	---	89.00	89
	Cabinet	1	EA	---	---	---	---	---	---	---	---	---	225.00	225	---	---	225.00	225
2	Install	1	HR	0.500	2.000	4	SPC 43.40	174	---	---	---	---	---	---	---	---	173.60	174
	STS	1	LS	---	---	---	---	---	---	---	---	---	---	25	---	---	---	25
Fire Extinguishers		1.00	EA	0.250	4.000	4	43.40	174	---	---	---	---	339.00	339	---	---	512.60	513
First Aid Cabinets		**1**	**EA**															
	Did not see first aid cabinets in drawings, specs call for them and install per directed location by engineer Assuming 1 EA																	
P	First Aid Cabinets	1	EA	---	---	---	---	---	---	---	---	---	150.00	150	---	---	150.00	150
2	Install	1	HR	1.000	1.000	2	SPC 43.40	87	---	---	---	---	---	---	---	---	86.80	87
	STS	1	LS	---	---	---	---	---	---	---	---	---	---	25	---	---	---	25
First Aid Cabinets		1.00	EA	0.500	2.000	2	43.40	87	---	---	---	---	175.00	175	---	---	261.80	262

ARCH Architectural 1.00

BE Number BE210846
Opportunity No
Owner File No
Project **5471209 COC WWW JOC # 2 OBRF Polymer & HCL**
Location Chandler, AZ, USA

Item Analysis Sheet

ARCH Architectural **1.00 LS**

Proprietary and Confidential

No. Description	Quantity UOM	Units Per Hours	ManHrs Per Unit	Labor Hours	Labor $ / hr	Labor Total	Equipment $ / hr	Equipment Total	Services/ Tools/Supplies $/ItemUnit	Services/ Tools/Supplies Total	Perm. Material $/ItemUnit	Perm. Material Total	SubContract $/ItemUnit	SubContract Total	Total Cost Unit	Total Cost Total
BELT PRESS POLYMER AREA	1.00 LS	---	---	16	43.40	694	---	264	---	---	---	17,766	---	---	---	18,725
09 90 00 Painting	**1 LS**															
Exposed Pipe Painting Bldg. Penetration Touch Up Steel Doors / Frame Concrete Coatings Structural Steel for Pre-Engineered Bldg.																
Painting Subcontractor (PPS)	1 LS	---	---	---	---	---	---	---	---	---	---	---	---	18,896	---	18,896
09 90 00 Painting	1.00 LS	---	---	---	---	---	---	---	---	---	---	---	---	18,896	---	18,896
Architectural	1.00 LS	---	---	22	43.40	955	---	264	---	---	---	39,081	---	201,878	---	242,178

ARCH Architectural **1.00**

Item Analysis Sheet

EQP Equipment 1.00 LS

Proprietary and Confidential

No.	Description	Quantity	UOM	Units Per Hours	ManHrs Per Unit	Labor Hours	Labor $ / hr	Labor Total	Equipment $ / hr	Equipment Total	Services/ Tools/Supplies $/ItemUnit	Services/ Tools/Supplies Total	Perm. Material $/ItemUnit	Perm. Material Total	SubContract $/ItemUnit	SubContract Total	Total Cost Unit	Total Cost Total
	CLS Polymer Area	**1**	**LS**															
	11 10 00 Polymer Tote Storage System	**1**	**LS**															
	Pallet Rack Unit Load Capacity = 2,500lbs (Must support one 2,300lb polymer totes on second tier Assembly Dimensions 48"d, 96"h, 60"w Upright frames - Steel columns and bracing / Abrasion Resistant Finish Step beams - Steel Construction / Abrasion Resistan Finsih / 60"W, 3-1/2-6"h Wire Decking: 48"d x 58" W (Holds 2,500 lbs evenly **Upright Frames** Part No. UFL18 (96 x 48) - Capacity in LBS = 16,000																	
	UNIRAK Storage System	1	LS	---	---	---	---	---	---	---	---	---	---	4,000	---	---	---	4,000
3	Storage System Install	8	HR	1.000	1.000	24	SPC 43.40	1,042	---	---	---	---	---	---	---	---	130.20	1,042
	STS	1	LS	---	---	---	---	---	---	---	---	---	---	500	---	---	---	500
	UFL 18 (96 x 48)					4.00	EA						300.00					
	Beams																	
	SB350 (48")					4.00	EA						100.00					
	SB518 (96")					4.00	EA						200.00					
	Wire Decking (48 x 58)																	
	Wire Deck					1.00	EA						300.00					
	Accessoires																	
	Anchors (1/2" x 3.75")					16.00	EA						4.00					
	Shims (3.25" x 4.5" x 1/8")					4.00	EA						25.00					
	UA201 - 12" Row Spacer					6.00	EA						25.00					
	UA206 42" Cross Bar					8.00	EA						50.00					
	8" x 8" by 3/8" Base Plates					4.00	EA						40.00					
	Capacity Labels (Adhesive)					2.00	EA						20.00					
	Tote Stand	**1**	**LS**															
	Intermediate Bulk Container (IBC) stand for the CLS Polymer Bldg. shall be a custom IBC Tote Stand from Denios, Inc. Allen Hughes (502-727-0339)																	
	Tote Stands	2	EA	---	---	---	---	---	---	---	---	---	5,550.00	11,100	---	---	5,550.00	11,100

Item Analysis Sheet

EQP Equipment 1.00 LS

Proprietary and Confidential

No.	Description	Quantity	UOM	Units Per Hours	ManHrs Per Unit	Labor Hours	Labor $ / hr	Labor Total	Equipment $ / hr	Equipment Total	Services/ Tools/Supplies $/ItemUnit	Services/ Tools/Supplies Total	Perm. Material $/ItemUnit	Perm. Material Total	SubContract $/ItemUnit	SubContract Total	Total Cost Unit	Total Cost Total
2	Installation	4	HR	1.000	1.000	8	SPC 43.40	347	---	---	---	---	---	---	---	---	86.80	347
	Forklift, RT 8000# Reach	2	HR	1.000	1.000	2	OP2 49.26	99	63.12	126	---	---	---	---	---	---	112.38	225
Tote Stand		1.00	LS	---	---	10	44.57	446	---	126	---	---	---	11,100	---	---	---	11,672
11 10 00 Polymer Tote Storage Syste		1.00	LS	---	---	34	43.74	1,487	---	126	---	---	---	15,600	---	---	---	17,214
11 10 10 IBC Tote Scale		**1**	**EA**															
	Include 11 10 10 IBC Tote Scale																	
	Tote Scale (Mettler-Toledo, LLC)	1	EA	---	---	---	---	---	---	---	---	---	10,533.00	10,533	---	---	10,533.00	10,533
	Optima Procurement - 8 Weeks due to parts / SST Needs																	
P	Integration / Test Rates Local Rep	1	LS	---	---	---	---	---	---	---	---	---	---	1,000	---	---	---	1,000
P	Calibration Onsite Test (2,500lbs)	1	EA	---	---	---	---	---	---	---	---	---	2,000.00	2,000	---	---	2,000.00	2,000
	Equilvalent to mettler 2.06 E (Load Cell)/ Seals will be welded																	
2	Install	1	EA	0.500	2.000	4	SPC 43.40	174	---	---	---	---	---	---	---	---	173.60	174
	STS	1	LS	---	---	---	---	---	---	---	---	---	---	100	---	---	---	100
11 10 10 IBC Tote Scale		1.00	EA	0.250	4.000	4	43.40	174	---	---	---	---	13,633.00	13,633	---	---	13,806.60	13,807
Re-locate Sump Pump		**1**	**EA**															
	Relocate to Existing Concrete Pedestel																	
	Utilize Exsiting Wall Bracket Support																	
2	Sump Pump Relocation	1	EA	0.500	2.000	4	SPC 43.40	174	---	---	---	---	---	---	---	---	173.60	174
	Anchor	4	EA	2.000	0.500	2	SPC 43.40	87	---	---	---	---	3.00	12	---	---	24.70	99
	STS	1	LS	---	---	---	---	---	---	---	---	---	---	100	---	---	---	100
Re-locate Sump Pump		1.00	EA	0.167	6.000	6	43.40	260	---	---	---	---	112.00	112	---	---	372.39	372
CLS Polymer Area		1.00	LS	---	---	44	43.67	1,921	---	126	---	---	---	29,345	---	---	---	31,393

EQP Equipment 1.00

Item Analysis Sheet

EQP Equipment 1.00 LS

Proprietary and Confidential

No.	Description	Quantity	UOM	Units Per Hours	ManHrs Per Unit	Labor Hours	Labor $ / hr	Labor Total	Equipment $ / hr	Equipment Total	Services/ Tools/Supplies $/ItemUnit	Services/ Tools/Supplies Total	Perm. Material $/ItemUnit	Perm. Material Total	SubContract $/ItemUnit	SubContract Total	Total Cost Unit	Total Cost Total
Belt Press Polymer Building		**1**	**LS**															
11 10 00 Polymer Tote Storage System		**1**	**LS**															
	Include 11 10 10 IBC Tote Scale																	
IBC Tote Stand		**1**	**LS**															
	IBC Tote Storage Rack and Spill Containment Combination from Denios, Inc. Allen Hughes - 502-727-0339																	
	Tote Stand	1	EA	---	---	---	---	---	---	---	---	---	5,400.00	5,400	---	---	5,400.00	5,400
2	Installation	1	HR	0.500	2.000	4	SPC 43.40	174	---	---	---	---	---	---	---	---	173.60	174
	Forklift, RT 8000# Reach	2	HR	1.000	1.000	2	OP2 49.26	99	63.12	126	---	---	---	---	---	---	112.38	225
	Anchors	10	EA	4.000	0.250	3	SPC 43.40	108	---	---	---	---	4.00	40	---	---	14.85	148
IBC Tote Stand		1.00	LS	---	---	9	44.78	381	---	126	---	---	---	5,440	---	---	---	5,947
11 10 00 Polymer Tote Storage Syste		1.00	LS	---	---	9	44.78	381	---	126	---	---	---	5,440	---	---	---	5,947
Belt Press Polymer Building		1.00	LS	---	---	9	44.78	381	---	126	---	---	---	5,440	---	---	---	5,947
Equipment		1.00	LS	---	---	53	43.85	2,302	---	252	---	---	---	34,785	---	---	---	37,339

PLUM Plumbing 1.00 LS

No.	Description	Quantity	UOM	Units Per Hours	ManHrs Per Unit	Labor Hours	Labor $ / hr	Labor Total	Equipment $ / hr	Equipment Total	Services/ Tools/Supplies $/ItemUnit	Services/ Tools/Supplies Total	Perm. Material $/ItemUnit	Perm. Material Total	SubContract $/ItemUnit	SubContract Total	Total Cost Unit	Total Cost Total
	CLS / BELT PRESS PIPING	**1**	**LS**															
	Exposed Pipe	**1**	**LS**															
	Purchase Pipe Materials (Exposed)	**1**	**LS**															
	Exposed Pipe Materials	**1**	**LS**															
	Purchase Pipe Materials (ALB)	1	LS	---	---	---	---	---	---	---	---	---	---	5,656	---	---	---	5,656
	Purchase Exposed HDPE (CLS)																	
	Purchase Exposed HDEP (Belt Press)																	
	EWS & Piping Both CLS / Belt Press																	
	Unload & Store Pipe Materials																	
	Forklift, RT 8000# Reach	2	HR	1.000	1.000	2	OP2 49.26	99	63.12	126	---	---	---	---	---	---	112.38	225
	Yard Pipe Crew	2	HR	1.000	1.000	2	SPC 43.40	87	---	---	---	---	---	---	---	---	43.40	87
	Exposed Pipe Materials	1.00	LS	---	---	4	46.33	185	---	126	---	---	---	5,656	---	---	---	5,968
	Temporary Pipe Materials	**1**	**LS**															
	STS - Installation (Exposed)	1	LS	---	---	---	---	---	---	---	---	100	---	---	---	---	---	100
	STS - Rigging (Exposed)	1	LS	---	---	---	---	---	---	---	---	50	---	---	---	---	---	50
	STS - Testing (Exposed)	1	LS	---	---	---	---	---	---	---	---	200	---	---	---	---	---	200
	Temporary Pipe Materials	1.00	LS	---	---	---	---	---	---	---	---	350	---	---	---	---	---	350
	Temp Piping Service Air	**1**	**LS**															
	Service Air line potentially in conflict with new footing for CLS Building on North Side. Will not know if this is the case until Potholing / investigation is completed.																	
	Removal / Modifications																	
3	Removal of Exisitng Service Air	8	HR	1.000	1.000	24	SPC 43.40	1,042	---	---	---	---	---	---	---	---	130.20	1,042
	Bckho-Ldr Ct 420C 1.0cy	8	HR	1.000	1.000	8	OP2 49.26	394	48.51	388	---	---	---	---	---	---	97.77	782

BE Number BE210846
Opportunity No
Owner File No
Project **5471209 COC WWW JOC # 2 OBRF Polymer & HCL**
Location Chandler, AZ, USA

Item Analysis Sheet

PLUM Plumbing 1.00 LS

Proprietary and Confidential

No.	Description	Quantity	UOM	Units Per Hours	ManHrs Per Unit	Labor Hours	Labor $ / hr	Labor Total	Equipment $ / hr	Equipment Total	Services/ Tools/Supplies $/ItemUnit	Services/ Tools/Supplies Total	Perm. Material $/ItemUnit	Perm. Material Total	SubContract $/ItemUnit	SubContract Total	Total Cost Unit	Total Cost Total
	Tank Trl Water 500 Gal	8	HR	1.000	1.000	---	---	---	16.37	131	---	---	---	---	---	---	16.37	131
	Temp Piping (Run Exposed)					**1.00 LS**												
3	Temp Service Air Piping	8	HR	1.000	1.000	24	SPC 43.40	1,042	---	---	---	---	---	---	---	---	130.20	1,042
	Temp Pipe Materials	1	LS	---	---	---	---	---	---	---	---	---	---	500	---	---	---	500
	STS	1	LS	---	---	---	---	---	---	---	---	---	---	200	---	---	---	200
	Temp Piping Service Air	1.00	LS	---	---	56	44.24	2,477	---	519	---	---	---	700	---	---	---	3,696
	Purchase Pipe Materials (Exposed)	1.00	LS	---	---	60	44.38	2,663	---	645	---	350	---	6,356	---	---	---	10,014
	Install Piping (Exposed)	**1**	**LS**															
	Direct Manhours	**1**	**LS**															
	CLS Bldg					113	.00 MHR											
	Belt Press Bldg					104	.00 mhr											
	Process Pipe Install	217	HR	1.000	1.000	217	SPC 43.40	9,418	---	---	---	---	---	---	---	---	43.40	9,418
	Direct Manhours	1.00	LS	---	---	217	43.40	9,418	---	---	---	---	---	---	---	---	---	9,418
	Pipe Testing	**1**	**LS**															
2	Test Pipe Crew	4	EA	0.125	8.000	64	SPC 43.40	2,778	---	---	---	---	---	---	---	---	694.38	2,778
	Comp 185 CFM Diesel	4	EA	0.125	8.000	---	---	---	20.65	661	---	---	---	---	---	---	165.18	661
	Pipe Testing	1.00	LS	---	---	64	43.40	2,778	---	661	---	---	---	---	---	---	---	3,438
	Equipment	**1**	**LS**															
	Scissor Lift - 26' Electric					1	.00 LS											
	Belt Press EWS Piping					16	.00 hr											

PLUM Plumbing 1.00 LS

No.	Description	Quantity	UOM	Units Per Hours	ManHrs Per Unit	Labor Hours	Labor $ / hr	Labor Total	Equipment $ / hr	Equipment Total	Services/ Tools/Supplies $/ItemUnit	Services/ Tools/Supplies Total	Perm. Material $/ItemUnit	Perm. Material Total	SubContract $/ItemUnit	SubContract Total	Total Cost Unit	Total Cost Total
	Total Hours					16.00	hr											
2	Scissor Lift - 26' Electric	16	HR	1.000	1.000	---	---	---	9.53	305	---	---	---	---	---	---	19.06	305
	=R85C					0.00		0	0.000									
Equipment		1.00	LS	---	---	---	---	---	---	305	---	---	---	---	---	---	---	305
Install Piping (Exposed)		1.00	LS	---	---	281	43.40	12,195	---	966	---	---	---	---	---	---	---	13,161
Pipe Disinfection		**1**	**LS**															
Pipe Disinfection		**1**	**LS**															
	Both CLS & Belt Press EWS																	
	Eyewash Stations					160.00	lf											
	Disinfect	8	HR	1.000	1.000	8	SPC 43.40	347	---	---	---	---	---	---	---	---	43.40	347
	Materials	1	LS	---	---	---	---	---	---	---	---	---	---	200	---	---	---	200
	STS	1	LS	---	---	---	---	---	---	---	---	---	---	150	---	---	---	150
Pipe Disinfection		1.00	LS	---	---	8	43.40	347	---	---	---	---	---	350	---	---	---	697
Pipe Supports		**1**	**LS**															
	CLS Building					**1.00**	**LS**											
	SST Uni-Strut / Clamps	1	LS	---	---	---	---	---	---	---	---	---	---	2,000	---	---	---	2,000
	2" Feric Drain Sump Drain Line					**4.00**	**LF**											
	316SST Strut					4.00	LF						16.52					
	2" Pipe Clamps					4.00	EA						6.59					
	Anchors					8.00	EA						4.00					
2	Install	4	EA	3.170	0.315	3	SPC 43.40	110	---	---	---	---	---	---	---	---	27.38	110
	2" CLS Drain Line					**12.00**	**LF**											

PLUM Plumbing 1.00 LS

No.	Description	Quantity	UOM	Units Per Hours	ManHrs Per Unit	Labor Hours	Labor $ / hr	Labor Total	Equipment $ / hr	Equipment Total	Services/ Tools/Supplies $/ItemUnit	Services/ Tools/Supplies Total	Perm. Material $/ItemUnit	Perm. Material Total	SubContract $/ItemUnit	SubContract Total	Total Cost Unit	Total Cost Total
	316 SST Strut					12.00	EA						16.52					
	2" Pipe Clamps					12.00	EA						6.59					
	Anchors					48.00	EA						4.00					
2	Install	6	EA	3.170	0.315	4	SPC 43.40	164	---	---	---	---	---	---	---	---	27.38	164
	1" Polymer Dosing Line					**6.00**	**LF**											
	316 SST Strut					6.00	EA						16.52					
	1" Pipe Clamps					6.00	EA						4.96					
	Anchors					12.00	EA						4.00					
2	Install	6	EA	3.170	0.315	4	SPC 43.40	164	---	---	---	---	---	---	---	---	27.38	164
	2" Service Line					**6.00**	**LF**											
	316 SST Strut					6.00	EA						16.52					
	2" Pipe Clamps					6.00	EA						6.59					
	Anchors					12.00	EA						4.00					
2	Install	6	EA	3.170	0.315	4	SPC 43.40	164	---	---	---	---	---	---	---	---	27.38	164
	Belt Press Building					**1.00**	**LS**											
	SST Uni Strut Clamps / Pipe Hangers																	
	EWS (Both CLS / Belt Press)					**1.00**	**LS**											
	316 SST Strut					20.00	LF						14.04					
	2" Pipe Clamps					20.00	EA						6.59					
	Bolts to connect to Bldg					40.00	EA						4.00					
	Pipe Hangers / Clamps					16.00	EA						22.58					
2	Strut Install	20	EA	2.500	0.400	16	SPC 43.40	694	---	---	---	---	---	---	---	---	34.72	694
2	Hanger Install	16	EA	2.500	0.400	13	SPC 43.40	556	---	---	---	---	---	---	---	---	34.72	556
	Scissor Lift - 26' Electric	16	HR	1.000	1.000	---	---	---	9.53	152	---	---	---	---	---	---	9.53	152
	Air Piping					**6.00**	**LF**											
	316 SST Strut					6.00	EA						16.52					
	2" Pipe Clamps					6.00	EA						6.59					
	Anchors					12.00	EA						4.00					
2	Install	6	EA	3.170	0.315	4	SPC 43.40	164	---	---	---	---	---	---	---	---	27.38	164

PLUM Plumbing 1.00

Item Analysis Sheet

PLUM Plumbing 1.00 LS

Proprietary and Confidential

No.	Description	Quantity	UOM	Units Per Hours	ManHrs Per Unit	Labor Hours	Labor $ / hr	Labor Total	Equipment $ / hr	Equipment Total	Services/ Tools/Supplies $/ItemUnit	Services/ Tools/Supplies Total	Perm. Material $/ItemUnit	Perm. Material Total	SubContract $/ItemUnit	SubContract Total	Total Cost Unit	Total Cost Total
	Polymer Piping					**8.00 LF**												
	316 SST Strut					8.00 EA							16.52					
	2" Pipe Clamps					8.00 EA							6.59					
	Anchors					16.00 EA							4.00					
2	Install	8	EA	3.170	0.315	5	SPC 43.40	219	---	---	---	---	---	---	---	---	27.38	219
	Pipe Supports	1.00	LS	---	---	52	43.40	2,236	---	152	---	---	---	2,000	---	---	---	4,388
	Pipe Disinfection	1.00	LS	---	---	60	43.40	2,583	---	152	---	---	---	2,350	---	---	---	5,085
	Exposed Pipe	1.00	LS	---	---	401	43.55	17,440	---	1,763	---	350	---	8,706	---	---	---	28,260
	Building Penetrations	**1**	**LS**															
	Pipe Penetrations into new Pre-Engineered Buildings - Pre-Determined prior to fabrication (Coordiante with Blg. Sub)																	
	Coordinate with HVAC / Fire Subcontractors on Bldg. Penetrations																	
	Epoxed Piping Penetrations																	
	Does not include Fire / Electrical																	
	07 90 00 - Sealant for Metal Bldg. Pentrations (Type 3 - Omni Seal by BASF)																	
	07 90 00 - Sealant for CMU Bldg. Penetrations (Type 2 - Single Component Sikaflex 1 A)																	
	Waterproofing																	
	3 MFirestopping sealan																	
	CLS					7.00 EA												
	Belt Press					6.00 EA												
	CMU Penetrations					**5.00 EA**												
	3M Fire Stopping Sealant	3	EA	---	---	---	---	---	---	---	---	---	9.82	29	---	---	9.82	29
	Sikafelx 1 A	1	BOX	---	---	---	---	---	---	---	---	---	119.25	119	---	---	119.25	119
2	Installation	5	EA	2.000	0.500	5	SPC 43.40	217	---	---	---	---	---	---	---	---	43.40	217
	STS	1	LS	---	---	---	---	---	---	---	---	---	---	100	---	---	---	100
	Metal Bldg Penetrations					**8.00 EA**												
	3M Fire Stopping Sealant	5	EA	---	---	---	---	---	---	---	---	---	9.82	49	---	---	9.82	49
	Pecora 890 Water Proof Sealant	5	EA	---	---	---	---	---	---	---	---	---	16.00	80	---	---	16.00	80
2	Installation	8	EA	2.000	0.500	8	SPC 43.40	347	---	---	---	---	---	---	---	---	43.40	347

BE Number BE210846
Opportunity No
Owner File No
Project **5471209 COC WWW JOC # 2 OBRF Polymer & HCL**
Location Chandler, AZ, USA

Item Analysis Sheet

Proprietary and Confidential

PLUM Plumbing 1.00 LS

No. Description	Quantity UOM	Units Per Hours	ManHrs Per Unit	Labor			Equipment		Services/ Tools/Supplies		Perm. Material		SubContract		Total Cost	
				Hours	$ / hr	Total	$ / hr	Total	$/ItemUnit	Total	$/ItemUnit	Total	$/ItemUnit	Total	Unit	Total
STS	1 LS	---	---	---	---	---	---	---	---	---	---	100	---	---	---	100
Building Penetrations	1.00 LS	---	---	13	43.40	564	---	---	---	---	---	478	---	---	---	1,042
CLS / BELT PRESS PIPING	1.00 LS	---	---	414	43.54	18,005	---	1,763	---	350	---	9,184	---	---	---	29,302
Plumbing	1.00 LS	---	---	414	43.54	18,005	---	1,763	---	350	---	9,184	---	---	---	29,302

PLUM Plumbing 1.00

BE Number BE210846
Opportunity No
Owner File No
Project **5471209 COC WWW JOC # 2 OBRF Polymer & HCL**
Location Chandler, AZ, USA

Item Analysis Sheet

HVAC HVAC 1.00 LS

Proprietary and Confidential

No.	Description	Quantity	UOM	Units Per Hours	ManHrs Per Unit	Labor Hours	Labor $ / hr	Labor Total	Equipment $ / hr	Equipment Total	Services/ Tools/Supplies $/ItemUnit	Services/ Tools/Supplies Total	Perm. Material $/ItemUnit	Perm. Material Total	SubContract $/ItemUnit	SubContract Total	Total Cost Unit	Total Cost Total
HVAC		**1**	**LS**															
	CLS Bldg.																	
	POL-AHU-1 Air Handling Unit																	
	POL-CU-1 - Air Cooled Condensing Unit																	
	Belt Press Bldg.																	
	CB-AHU-2 Air Handling Unit																	
	CB-CU-1 - Air Cooled Condension Unit																	
	Condensate Drain Line to be installed by HVAC Sub (Inlcudes Excavate / Backfill)																	
	PCL to pick up French Drains per Plans																	
	PCL to assit with HVAC (Forklift)																	
	HVAC (Comfort Systems)	1	LS	---	---	---	---	---	---	---	---	---	---	---	---	48,843	---	48,843
HVAC		1.00	LS	---	---	---	---	---	---	---	---	---	---	---	---	48,843	---	48,843
CLS Polymer Area		**1**	**LS**															
French Drain		**1**	**EA**															
	Install French Drain for Condensate Line per Discussions with HVAC Contractors																	
	Pipe Materials						**1.00 LS**											
	24" DIA Corrigated Perf. Pipe (ALB)	1	LS	---	---	---	---	---	---	---	---	---	---	500	---	---	---	500
	Iron Ring & Cover						**1.00 EA**											
	Us Foundry #USF-7622 CI Ring & Cover 12" DIA																	
	Ring & Cover	1	EA	---	---	---	---	---	---	---	---	---	250.00	250	---	---	250.00	250
	Earthwork						**1.00 LS**											
	Pea Gravel	4	EA	---	---	---	---	---	---	---	---	---	20.00	80	---	---	20.00	80
2	Hand Dig	0.50	CY	0.250	4.000	4	SPC 43.40	174	---	---	---	---	---	---	---	---	347.19	174
2	Pipe & Pea Gravel Install	2	LF	1.000	1.000	4	SPC 43.40	174	---	---	---	---	---	---	---	---	86.80	174
French Drain		1.00	EA	0.125	8.000	8	43.40	347	---	---	---	---	830.00	830	---	---	1,177.19	1,177

Item Analysis Sheet

HVAC HVAC 1.00 LS

Proprietary and Confidential

No.	Description	Quantity	UOM	Units Per Hours	ManHrs Per Unit	Labor Hours	Labor $ / hr	Labor Total	Equipment $ / hr	Equipment Total	Services/ Tools/Supplies $/ItemUnit	Services/ Tools/Supplies Total	Perm. Material $/ItemUnit	Perm. Material Total	SubContract $/ItemUnit	SubContract Total	Total Cost Unit	Total Cost Total
	CLS Polymer Area	1.00	LS	---	---	8	43.40	347	---	---	---	---	---	830	---	---	---	1,177
	Belt Press Polymer Building	**1**	**LS**															
	French Drain	**1**	**EA**															
	Install French Drain for Condensate Line per Discussions with HVAC Contractors																	
	Pipe Materials					**1.00**	**LS**											
	Pipe Covered above																	
	24" DIA Corrigated Perf. Pipe					1.00	LS						20.00					
	Iron Ring & Cover					**1.00**	**EA**											
	Us Foundry #USF-7622 CI Ring & Cover 12" DIA																	
	Ring & Cover (ALB)	1	EA	---	---	---	---	---	---	---	---	---	250.00	250	---	---	250.00	250
	Earthwork					**1.00**	**LS**											
	Pea Gravel					2.00	EA						20.00					
2	Hand Dig	0.50	CY	0.250	4.000	4	SPC 43.40	174	---	---	---	---	---	---	---	---	347.19	174
2	Pipe & Pea Gravel Install	2	LF	1.000	1.000	4	SPC 43.40	174	---	---	---	---	---	---	---	---	86.80	174
	French Drain	1.00	EA	0.125	8.000	8	43.40	347	---	---	---	---	250.00	250	---	---	597.19	597
	Belt Press Polymer Building	1.00	LS	---	---	8	43.40	347	---	---	---	---	---	250	---	---	---	597
	HVAC	1.00	LS	---	---	16	43.40	694	---	---	---	---	---	1,080	---	48,843	---	50,617

Item Analysis Sheet

FIRE **Fire Protection** **1.00** **LS**

Proprietary and Confidential

No. Description	Quantity UOM	Units Per Hours	ManHrs Per Unit	Labor Hours	Labor $ / hr	Labor Total	Equipment $ / hr	Equipment Total	Services/ Tools/Supplies $/ItemUnit	Services/ Tools/Supplies Total	Perm. Material $/ItemUnit	Perm. Material Total	SubContract $/ItemUnit	SubContract Total	Total Cost Unit	Total Cost Total
21 05 00 Floor Drain Relocation included CLS Bldg - By Electrician: Wire new Water Flow Switch and to Existing Electric Bell Installation of new Horn Strobes on the interior & Exterior. Connections to existing fire alarm control panel, design, permit, final inspections, and engineering for monitoring new wet fire sprinkler riser and devices																
Western States Fire Protection Co.	1 LS	---	---	---	---	---	---	---	---	---	---	---	---	44,900	---	44,900
Fire Protection	1.00 LS	---	---	---	---	---	---	---	---	---	---	---	---	44,900	---	44,900

FIRE **Fire Protection** **1.00**

ELEC Electrical 1.00 LS

No. Description	Quantity UOM	Units Per Hours	ManHrs Per Unit	Labor Hours	Labor $ / hr	Labor Total	Equipment $ / hr	Equipment Total	Services/ Tools/Supplies $/ItemUnit	Services/ Tools/Supplies Total	Perm. Material $/ItemUnit	Perm. Material Total	SubContract $/ItemUnit	SubContract Total	Total Cost Unit	Total Cost Total
Electrical Demo (CLS Polymer Area)																
D01																
Note 1: Existing Conduits & Control Panels to be protected in place during construction																
Note 2: Remove/Re-locate and protect in place electrical ground test wells as shown in Detail D																
Note 3: Remove & Salvage Light Pole. Demolish light pole concrete Base and light electrical back to source																
Light Pole Base concrete demo covered in DIV 2 by PCL																
Note 4: Relocated convenience electrical receptacle on canopy post to new unistrut stuppoert, installed on the canopy																
concrete support column. Unistrut will need to support the existing OH conduit run feeding receptacle																
Note 5: Coordinate relocating existing conduit on south containment curb to inside the new building																
Note 6: Contractor to reposition / rotate the tote weigh scale panel (WE154-1-60A) and junction box (polymer STOR. / Feed																
Control J-Box) inside of the new polymer building. Both panel reads need to be facing inside of the building																
Electrical Demo (Belt Press Polymer Area)																
D02																
Note 1: Intercept existing conduit below grade and install traffic rated cutter																
Note 2: Replace existing ground testing with with traffic rated variant																
Note 3: Remove Light Pole, electrical bact to source																
Belt Press Polymer Demo - 2 Section "B" most of this electrical material has been remvoed and not to be incldued in cost																
Belt Press Polymer Demo - 2 Section "B" Light Pole already remvoed and not to be included in cost																
Rural Electric	1 LS	---	---	---	---	---	---	---	---	---	---	---	---	125,742	---	125,742
If lightening Protection is not requried deduct $13,603.00																
No Arc Flash Study indicated in Specificaitons - If requred an adder of $3,135.00 will be required																
Electrical	1.00 LS	---	---	---	---	---	---	---	---	---	---	---	---	125,742	---	125,742

BE Number BE210846
Opportunity No
Owner File No
Project **5471209 COC WWW JOC # 2 OBRF Polymer & HCL**
Location Chandler, AZ, USA

Item Analysis Sheet

GE 1 GENERAL EXPENSE 1.00 LS

Proprietary and Confidential

No. Description	Quantity UOM	Units Per Hours	ManHrs Per Unit	Labor Hours	Labor $ / hr	Labor Total	Equipment $ / hr	Equipment Total	Services/ Tools/Supplies $/ItemUnit	Services/ Tools/Supplies Total	Perm. Material $/ItemUnit	Perm. Material Total	SubContract $/ItemUnit	SubContract Total	Total Cost Unit	Total Cost Total
SCHEDULE: --------- SPECIFIED SCHEDULE = ___ CALENDER DAYS = __ MONTHS = ___ WEEKS CONTRACT AWARD DATE:_____ START DATE:_____,20__ COMPLETION DATE:_____,20__ JOB DURATION = ____ MOS/WKS																
GENERAL EXPENSE	1.00 LS	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

BE Number BE210846
Opportunity No
Owner File No
Project **5471209 COC WWW JOC # 2 OBRF Polymer & HCL**
Location Chandler, AZ, USA

Item Analysis Sheet

GE 3 **F1 MOBILIZE & DEMOBILIZE** **100.00** **%**

Proprietary and Confidential

No.	Description	Quantity	UOM	Units Per Hours	ManHrs Per Unit	Labor Hours	Labor $ / hr	Labor Total	Equipment $ / hr	Equipment Total	Services/ Tools/Supplies $/ItemUnit	Services/ Tools/Supplies Total	Perm. Material $/ItemUnit	Perm. Material Total	SubContract $/ItemUnit	SubContract Total	Total Cost Unit	Total Cost Total
	========== USE THIS SECTION FOR BID ITEM IF BID HAS MOBILIZATION ITEM *==========*																	
F1 MOBILIZE & DEMOBILIZE		100.00	%	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

BE Number BE210846
Opportunity No
Owner File No
Project **5471209 COC WWW JOC # 2 OBRF Polymer & HCL**
Location Chandler, AZ, USA

Item Analysis Sheet

GE 5 F3 CONST TEMP BLDGS-FACL 100.00 %

Proprietary and Confidential

No.	Description	Quantity	UOM	Units Per Hours	ManHrs Per Unit	Labor			Equipment		Services/ Tools/Supplies		Perm. Material		SubContract		Total Cost	
						Hours	$ / hr	Total	$ / hr	Total	$/ItemUnit	Total	$/ItemUnit	Total	$/ItemUnit	Total	Unit	Total
F3 CONST TEMP BLDGS-FACL		100.00	%	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

GE 5 F3 CONST TEMP BLDGS-FACL 100.00

BE Number BE210846
Opportunity No
Owner File No
Project **5471209 COC WWW JOC # 2 OBRF Polymer & HCL**
Location Chandler, AZ, USA

Item Analysis Sheet

GE 7 F5 DISMAN & RESTORE SITE 100.00 %

Proprietary and Confidential

No. Description	Quantity UOM	Units Per Hours	ManHrs Per Unit	Labor			Equipment		Services/ Tools/Supplies		Perm. Material		SubContract		Total Cost	
				Hours	$ / hr	Total	$ / hr	Total	$/ItemUnit	Total	$/ItemUnit	Total	$/ItemUnit	Total	Unit	Total
F5 DISMAN & RESTORE SITE	100.00 %	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

GE 7 F5 DISMAN & RESTORE SITE 100.00

BE Number BE210846
Opportunity No
Owner File No
Project **5471209 COC WWW JOC # 2 OBRF Polymer & HCL**
Location Chandler, AZ, USA

Item Analysis Sheet

GE 8 **F6 BOND** **100.00** **%**

Proprietary and Confidential

No.	Description	Quantity	UOM	Units Per Hours	ManHrs Per Unit	Labor			Equipment		Services/ Tools/Supplies		Perm. Material		SubContract		Total Cost	
						Hours	$ / hr	Total	$ / hr	Total	$/ItemUnit	Total	$/ItemUnit	Total	$/ItemUnit	Total	Unit	Total
F6 BOND		100.00	%	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

GE 8 **F6 BOND** **100.00**

BE Number BE210846
Opportunity No
Owner File No
Project **5471209 COC WWW JOC # 2 OBRF Polymer & HCL**
Location Chandler, AZ, USA

Item Analysis Sheet

GE 12 V2 OPERATE BLDGS-FACIL 100.00 %

Proprietary and Confidential

No. Description	Quantity UOM	Units Per Hours	ManHrs Per Unit	Labor Hours	Labor $ / hr	Labor Total	Equipment $ / hr	Equipment Total	Services/ Tools/Supplies $/ItemUnit	Services/ Tools/Supplies Total	Perm. Material $/ItemUnit	Perm. Material Total	SubContract $/ItemUnit	SubContract Total	Total Cost Unit	Total Cost Total
Oper Office Bldg	**100 %**															
Size & Furnshing by PCL																
Trailr Office 12'x60'	6 MO	1.000	1.000	---	---	---	6.03	6,256	---	---	---	---	---	---	1,042.65	6,256
Oper Office Bldg	100.00 %	---	---	---	---	---	62.56	6,256	---	---	---	---	---	---	62.56	6,256
Oper Trailers & Vans	**100 %**															
Tcon Tool 8'x40' - C	6 MO	1.000	1.000	---	---	---	0.5683	590	---	---	---	---	---	---	98.31	590
Oper Trailers & Vans	100.00 %	---	---	---	---	---	5.90	590	---	---	---	---	---	---	5.90	590
Oper Const'n Water	**100 %**															
Royalty-Const.Water	1 LS	---	---	---	---	---	---	---	---	500	---	---	---	---	---	500
Operate pumps Storage (surge) tanks Maintain system.																
Oper Const'n Water	100.00 %	---	---	---	---	---	---	---	5.00	500	---	---	---	---	5.00	500
V2 OPERATE BLDGS-FACIL	100.00 %	---	---	---	---	---	---	6,846	5.00	500	---	---	---	---	73.46	7,346

BE Number BE210846
Opportunity No
Owner File No
Project **5471209 COC WWW JOC # 2 OBRF Polymer & HCL**
Location Chandler, AZ, USA

Item Analysis Sheet

GE 14 V4 OPERATE UTILITIES 100.00 %

Proprietary and Confidential

No.	Description	Quantity	UOM	Units Per Hours	ManHrs Per Unit	Labor Hours	Labor $ / hr	Labor Total	Equipment $ / hr	Equipment Total	Services/ Tools/Supplies $/ItemUnit	Services/ Tools/Supplies Total	Perm. Material $/ItemUnit	Perm. Material Total	SubContract $/ItemUnit	SubContract Total	Total Cost Unit	Total Cost Total
Oper Power System		**100**	**%**															
	HD Rental Rate																	
	Portable Generator	3	MO	1.000	1.000	---	---	---	5.69	2,952	---	---	---	---	---	---	984.00	2,952
Oper Power System		100.00	%	---	---	---	---	---	29.52	2,952	---	---	---	---	---	---	29.52	2,952
Site Services		**100**	**%**															
2	Portable Toilets	6	MO	---	---	---	---	---	---	---	250.00	3,000	---	---	---	---	500.00	3,000
	Garbage Pickup	6	MO	---	---	---	---	---	---	---	800.00	4,800	---	---	---	---	800.00	4,800
Site Services		100.00	%	---	---	---	---	---	---	---	78.00	7,800	---	---	---	---	78.00	7,800
V4 OPERATE UTILITIES		100.00	%	---	---	---	---	---	---	2,952	78.00	7,800	---	---	---	---	107.52	10,752

BE Number BE210846
Opportunity No
Owner File No
Project **5471209 COC WWW JOC # 2 OBRF Polymer & HCL**
Location Chandler, AZ, USA

Item Analysis Sheet

GE 15 V5 OPERATE SUPPORT EQUIP 100.00 %

Proprietary and Confidential

No.	Description	Quantity	UOM	Units Per Hours	ManHrs Per Unit	Labor			Equipment		Services/ Tools/Supplies		Perm. Material		SubContract		Total Cost	
						Hours	$ / hr	Total	$ / hr	Total	$/ItemUnit	Total	$/ItemUnit	Total	$/ItemUnit	Total	Unit	Total
V5 OPERATE SUPPORT EQUIP		100.00	%	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

GE 15 V5 OPERATE SUPPORT EQUIP 100.00

BE Number BE210846
Opportunity No
Owner File No
Project **5471209 COC WWW JOC # 2 OBRF Polymer & HCL**
Location Chandler, AZ, USA

Item Analysis Sheet

GE 17 V7 PROJECT STAFF 100.00 %

Proprietary and Confidential

No. Description	Quantity UOM	Units Per Hours	ManHrs Per Unit	Labor Hours	Labor $ / hr	Labor Total	Equipment $ / hr	Equipment Total	Services/ Tools/Supplies $/ItemUnit	Services/ Tools/Supplies Total	Perm. Material $/ItemUnit	Perm. Material Total	SubContract $/ItemUnit	SubContract Total	Total Cost Unit	Total Cost Total
Management	**100 %**															
Project Manager	1 MO	1.000	1.000	173	ST1 106.69	18,493	---	---	---	---	---	---	---	---	18,493.35	18,493
Management	100.00 %	0.577	1.733	173	106.69	18,493	---	---	---	---	---	---	---	---	184.93	18,493
Pre-Construction	**100 %**															
Estimator (Pre-Con)	0.46 MO	1.000	1.000	80	OF1 34.92	2,784	---	---	---	---	---	---	---	---	6,052.22	2,784
Project Manager (Pre Con)	0.09 MO	1.000	1.000	16	ST1 106.69	1,664	---	---	---	---	---	---	---	---	18,493.35	1,664
Pre-Construction	100.00 %	1.049	0.953	95	46.66	4,448	---	---	---	---	---	---	---	---	44.48	4,448
Engineering & Survey	**100 %**															
Proj Eng.	2 MO	1.000	1.000	347	EN1 82.82	28,711	---	---	---	---	---	---	---	---	14,355.64	28,711
Engineering & Survey	100.00 %	0.288	3.467	347	82.82	28,711	---	---	---	---	---	---	---	---	287.11	28,711
Supervision	**100 %**															
Structure Supt.	4 MO	1.000	1.000	693	SU1 95.54	66,240	---	---	---	---	---	---	---	---	16,559.92	66,240
Supervision	100.00 %	0.144	6.933	693	95.54	66,240	---	---	---	---	---	---	---	---	662.40	66,240
V7 PROJECT STAFF	100.00 %	0.076	13.087	1,309	90.09	117,893	---	---	---	---	---	---	---	---	1,178.93	117,893

BE Number BE210846
Opportunity No
Owner File No
Project **5471209 COC WWW JOC # 2 OBRF Polymer & HCL**
Location Chandler, AZ, USA

Item Analysis Sheet

GE 19 V9 MANAGEMENT SERVICE 100.00 %

Proprietary and Confidential

No. Description Quantity UOM	Units Per Hours	ManHrs Per Unit	Labor			Equipment		Services/ Tools/Supplies		Perm. Material		SubContract		Total Cost	
			Hours	$ / hr	Total	$ / hr	Total	$/ItemUnit	Total	$/ItemUnit	Total	$/ItemUnit	Total	Unit	Total

GE 19 V9 MANAGEMENT SERVICE 100.00

BE Number BE210846
Opportunity No
Owner File No
Project **5471209 COC WWW JOC # 2 OBRF Polymer & HCL**
Location Chandler, AZ, USA

Item Analysis Sheet

GE 19 V9 MANAGEMENT SERVICE 100.00 %

Proprietary and Confidential

No. Description	Quantity UOM	Units Per Hours	ManHrs Per Unit	Labor			Equipment		Services/ Tools/Supplies		Perm. Material		SubContract		Total Cost	
				Hours	$ / hr	Total	$ / hr	Total	$/ItemUnit	Total	$/ItemUnit	Total	$/ItemUnit	Total	Unit	Total
V9 MANAGEMENT SERVICE	100.00 %	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

GE 19 V9 MANAGEMENT SERVICE 100.00

BE Number BE210846
Opportunity No
Owner File No
Project **5471209 COC WWW JOC # 2 OBRF Polymer & HCL**
Location Chandler, AZ, USA

Item Analysis Sheet

GE 20 V10 MISC JOB EXPENSE 100.00 %

Proprietary and Confidential

No. Description	Quantity UOM	Units Per Hours	ManHrs Per Unit	Labor Hours	Labor $ / hr	Labor Total	Equipment $ / hr	Equipment Total	Services/ Tools/Supplies $/ItemUnit	Services/ Tools/Supplies Total	Perm. Material $/ItemUnit	Perm. Material Total	SubContract $/ItemUnit	SubContract Total	Total Cost Unit	Total Cost Total
Project Signs	**100 %**															
Signs	4 EA	---	---	---	---	---	---	---	200.00	800	---	---	---	---	200.00	800
Project Signs	100.00 %	---	---	---	---	---	---	---	8.00	800	---	---	---	---	8.00	800
V10 MISC JOB EXPENSE	100.00 %	---	---	---	---	---	---	---	8.00	800	---	---	---	---	8.00	800

GE 20 V10 MISC JOB EXPENSE 100.00

BE Number BE210846
Opportunity No
Owner File No
Project **5471209 COC WWW JOC # 2 OBRF Polymer & HCL**
Location Chandler, AZ, USA

Item Analysis Sheet

GE 21 V11 EQUIP MAINTENANCE 100.00 %

Proprietary and Confidential

No. Description	Quantity UOM	Units Per Hours	ManHrs Per Unit	Labor			Equipment		Services/ Tools/Supplies		Perm. Material		SubContract		Total Cost	
				Hours	$ / hr	Total	$ / hr	Total	$/ItemUnit	Total	$/ItemUnit	Total	$/ItemUnit	Total	Unit	Total
V11 EQUIP MAINTENANCE	100.00 %	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

GE 21 V11 EQUIP MAINTENANCE 100.00

BE Number BE210846
Opportunity No
Owner File No
Project **5471209 COC WWW JOC # 2 OBRF Polymer & HCL**
Location Chandler, AZ, USA

Item Analysis Sheet

GE 23 V13 RENTAL ADJUSTMENTS 100.00 %

Proprietary and Confidential

No.	Description	Quantity	UOM	Units Per Hours	ManHrs Per Unit	Labor			Equipment		Services/ Tools/Supplies		Perm. Material		SubContract		Total Cost	
						Hours	$ / hr	Total	$ / hr	Total	$/ItemUnit	Total	$/ItemUnit	Total	$/ItemUnit	Total	Unit	Total
V13 RENTAL ADJUSTMENTS		100.00	%	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

GE 23 V13 RENTAL ADJUSTMENTS 100.00

BE Number BE210846
Opportunity No
Owner File No
Project **5471209 COC WWW JOC # 2 OBRF Polymer & HCL**
Location Chandler, AZ, USA

Item Analysis Sheet

1 City Allowance 1.00 LS

Proprietary and Confidential

No. Description	Quantity UOM	Units Per Hours	ManHrs Per Unit	Labor			Equipment		Services/ Tools/Supplies		Perm. Material		SubContract		Total Cost	
				Hours	$ / hr	Total	$ / hr	Total	$/ItemUnit	Total	$/ItemUnit	Total	$/ItemUnit	Total	Unit	Total
City Allowance	1 LS	---	---	---	---	---	---	---	---	---	---	92,611	---	---	---	92,611
City Allowance	1.00 LS	---	---	---	---	---	---	---	---	---	---	92,611	---	---	---	92,611

1 City Allowance 1.00

BE Number BE210846
Opportunity No
Owner File No
Project **5471209 COC WWW JOC # 2 OBRF Polymer & HCL**
Location Chandler, AZ, USA

Item Analysis Sheet

2 Taxes, Bonds, Insurance 1.00 LS

Proprietary and Confidential

No. Description	Quantity UOM	Units Per Hours	ManHrs Per Unit	Labor Hours	Labor $ / hr	Labor Total	Equipment $ / hr	Equipment Total	Services/ Tools/Supplies $/ItemUnit	Services/ Tools/Supplies Total	Perm. Material $/ItemUnit	Perm. Material Total	SubContract $/ItemUnit	SubContract Total	Total Cost Unit	Total Cost Total
US CONTRACT BOND Class B	**100 %**															
US CONTRACT BOND Class B	1 LS	---	---	---	---	---	---	---	---	5,975	---	---	---	---	---	5,975
US CONTRACT BOND Class B	100.00 %	---	---	---	---	---	---	---	59.75	5,975	---	---	---	---	59.75	5,975
General Liability	**100 %**															
Gen Liab-USA 8.50/M	1 LS	---	---	---	---	---	---	---	---	7,469	---	---	---	---	---	7,469
General Liability	100.00 %	---	---	---	---	---	---	---	74.69	7,469	---	---	---	---	74.69	7,469
Builders Risk Insurance	**100 %**															
Builders Risk	1 LS	---	---	---	---	---	---	---	---	1,095	---	---	---	---	---	1,095
Builders Risk Insurance	100.00 %	---	---	---	---	---	---	---	10.95	1,095	---	---	---	---	10.95	1,095
TAXES	**100 %**															
Arizona Estmates Gross Receipts Tax x Contract Price Refer TO ADMIN WRITE-UP for TAX RATE: 5.07% Per JOC Form																
Arizona Gross Receipts Tax	1 LS	---	---	---	---	---	---	---	---	55,184	---	---	---	---	---	55,184
TAXES	100.00 %	---	---	---	---	---	---	---	551.84	55,184	---	---	---	---	551.84	55,184
Taxes, Bonds, Insurance	1.00 LS	---	---	---	---	---	---	---	---	69,723	---	---	---	---	---	69,723

2 Taxes, Bonds, Insurance 1.00

List of Subcontractors/Suppliers

Subcontractor	Scope
Arizona Corporate Builders	Buildings
Cactus Asphalt	Patching
Harris Rebar	Concrete Reinforcement
Comfort Systems	HVAC
PPS	Painting
Rural Electric	Electrical
Western States Fire Protection	Fire Protection
Denois	Tote Stands
Mettler Toledo	Scales
A-Core	Sawcutting

ARIZONA CORPORATE BUILDERS, LLC
STEEL BUILDING SPECIALIST

1555 W. University Drive, Suite 108
Tempe, Arizona 85281
(480) 967-0969 phone
(480) 967-2050 fax
ROC NO. 212723 213134

April 23, 2021 **ACB QUOTE # M21138**

Michael Cox
PCL Construction, Inc.
1711 W. Greentree Dr, Suite #201 Tempe, AZ 85284
O:(480) 535-7593 C: (480) 353-8761
VIA EMAIL: mtcox@pcl.com

Re: Proposal for 2 buildings for the City of Chandler OBRF Project in Chandler, Arizona.

Arizona Corporate Builders, LLC (ACB) hereby submits the following **STEEL BUILDING SYSTEMS supply and erect p**roposal for 2 Buildings for the City of Chandler OBRF Project in Chandler, Arizona. This proposal is based on Architectural drawings by Hazen dated January 2021 and per the following abstract.

STEEL BUILDING SYSTEM DESCRIPTION:

***Polymer Area*:** Tapered column clear span frame steel building system 24'-4" wide x 29'-0" long x 18'-10" Low eave height. Post & beam, nonexpendable end wall frames or expandable end wall frames. X:12 roof slope. Bypass-Inset-Flush Girts at sidewalls and at end walls. Bay Spacing of 1 @ 24'-4".

***Chem Storage*:** Tapered column clear span frame steel building system 20'-4" wide x 24'-9" long x 18'-4" low eave height. Nonexpendable end wall frames. .5:12 roof slope. Bypass Girts at sidewalls and at end walls. Bay Spacing of 1 @ 24'-9"

DESIGN PARAMETERS:

- IBC 2018 Building Code
- Building Occupancy Classification: Normal Class III
- 20 PSF Live Load
- 0 PSF Ground Snow
- 108 MPH Wind Load Exposure C
- 5 PSF Collateral Load
- Seismic Design: Ss = 0.173, S1 = 0.064
- Site Class D
- Standard deflections.
- Fabricator Inspection Program for Manufacturers of Metal Building Systems MB-107: **STEEL BUILDING SYSTEMS** is in compliance with the Manufactures of Metal Building Systems **(AC472)** requirements for accreditation and is recognized under Section 1704.2.5.1 of the 2015 or 2018 International Building Code.
- **Note:** ***To the best of our knowledge, the design criteria listed above meets the governing building code. The "Engineer of Record" is responsible for verifying the design criteria. The engineer employed by the steel building manufacturer does not serve as the "Engineer of Record". A change in the design requirements may affect the building price.***

BRACING:

Lateral Bracing will be accomplished with X-bracing and portal frames as needed. Some coordination with framed openings will be required.

ROOF SHEETING:

Roof panels to be Trapezoidal standing seam 24 gauge 24" wide with 3" ribs mechanically seamed with necessary sealants, thermal blocks, trim, and fasteners. Roof panels have a factory standard 35-year PVDF (Kynar) paint finish warranty.

WALL SHEETING:

Wall panels to be through fastened 26 gauge, 36" wide with 1 ¼" ribs at 12" oc. Panels to have a factory standard 35 year PVDF (Kynar) paint finish warranty with necessary sealants, trim, and fasteners.

BUILDING INSULATION:

The roof is to be insulated at the time of erection with a two-layer R-11 (3.5") and R-19 (6") (R-30 roof) blanket insulation system. The laminate on the insulation will be a minimum UL-rated WMP 10 white reinforced vinyl.

Walls to be insulated at the time of erection with R-25 (8") ProLiner insulation system. The laminate on the insulation will be a minimum UL-rated WMP 10 white reinforced vinyl.

ANCHOR BOLTS:

Anchor Bolts and hard templates to be provided by others. ACB to provide Anchor Bolt layout plans and details. ACB can provide a quote for the anchor bolts if we are provided an anchor bolt design by the engineer of record.

WARRANTIES:

1. Panel Finish Warranty 25-years.
2. 1 Year for Workmanship

ENGINEERING & SHOP DRAWINGS:

Includes one (1) sets of **STEEL BUILDING SYSTEMS** shop drawings, including column location plan and structural calculations sealed by an Arizona registered engineer for the steel building system. Drawings and calculations will be available digitally. Note: Foundation design is not included and is the responsibility of the engineer of record.

BUILDING OPENINGS and ACCESSORIES:

1. Includes framed openings for all doors, overhead doors, windows, louvers, and other wall penetrations that exist in the PEMB wall framing areas and that are shown on the wall elevations.
    a. 1 – 16' x 14' Coiling OH Door Framed Opening – Polymer
    b. 2 – 3'4" x 7'2" Walk door Framed Opening – Polymer
    c. 1 – 14' x 14' Coiling OH Door Framed Openings – Chemical
    d. 1 – 3'4" x 7'2" Walk door Framed Openings - Chemical
        i. All overhead doors, man doors and windows throughout the buildings are to be supplied and installed by others.
2. Gutters and exterior downspouts on all low eaves.

PROPOSAL EXCLUSIONS:

- Textura Fees.
- Roof Curbs
- Roof Hatches.
- Bird Netting.
- Sales or use taxes of any kind.
- Sun Shades of any kind.
- Finish painting of steel.
- Jamb Wrap Trim
- Galvanizing of any structural steel.
- Grouting or dry-pack of any kind.
- Special Inspection fees of any kind.

- Cleaning of steel after delivery to jobsite.
- Mezzanine structure including beams, B-deck, ledger, etc.
- Embeds and miscellaneous metals including masonry lintels.
- Misc. steel and structural steel (i.e. any steel sized on drawings, etc.).
- Perforated metal panels.
- Caulking of other materials.
- Fire caulking at firewalls.
- Dump Fees
- Professional surveyor to check layout. ACB to be provided with at least (1) leveling nut to required grade.
- Footing and foundation design.
- Flashings and trims associated with non-metal roof systems.
- Underlayment (Tyvek) of any kind.
- Woodwork of any kind (blocking, substrates, etc.).
- Metal blocking or strapping required by other trades for their installations.
- Skylights of any kind (tubular, etc.).
- Composite wall panels.
- Metal wall sheeting for conventional steel structures.
- Metal stud work of any kind.
- Any steel that is designed and sized on the bid documents. This is usually picked up by the Misc. Steel package.
- Interior roof drains for interior gutters.
- Misc. backing and blocking for other trades unless specifically called out in this proposal.
- Cleaning or extreme straightening of anchor bolts.
- Dust abatement activities (i.e. vibration pads, water trucks, etc.).
- Material mockup of any kind.
- Contractual indemnification of others by ACB.
- Prevailing wages, premium wages, Davis Bacon Act wages.
- Provisions for Factory Mutual requirements (i.e. FM-60, FM-90, etc.).
- Provisions for Buy American or Buy America Act requirements.
- Liquidated or actual damages. (this is subject to negotiation).

Anything not specifically listed above

ADDITIONAL CLARIFICATIONS:

- All primary and secondary steel provided in this proposal will be primed with a red oxide primer. Please note that primer is not intended to be a finish paint system. It is intended to protect steel in transport to the jobsite.
- The pricing of this project has assumed that all the materials will be able to ship at a continuous time-frame.
- Contractor to provide access ramps onto the slabs for safe access of forklifts.
- Common walls between buildings are open to framing by others.
- ACB is not carrying any taxes in this pricing. This can be added per request.
- The cost of restricted access is excluded. ACB shall be provided with level access for 24 feet around the full perimeter of the building and the entire floor slab for men, materials and equipment. An adequate lay-down and shake-out area shall be provided adjacent to the access area.
- ACB standard insurance coverage: Commercial General Liability $1 million each occurrence, $2 million general aggregate and $2 million products and completed operations aggregate; Automobile Liability Any Auto $1 million combined single limit; Workman's Compensation Insurance Employer Liability Limits $1,000,000/1,000,000/1,000,000.
- Any separate contract agreement for this work made as a result of this proposal shall be subject to the terms of this proposal in its entirety whether or not this proposal is referenced in the contract. Changes to the inclusions, exclusions and other terms of this proposal shall be void unless agreed to in writing by ACB.
- This quote is good for 30 days, subject to factory increases. Lead times for engineering and materials vary depending upon if the building requires architect approval or if it can be fabricated immediately. Duration commitments can be made at time of order subject to factory backlog. Monthly progress billings will be invoiced by the end of each month, with payment due by the 20th of the following month. Any unpaid

balances will accrue interest per Arizona state law. We have figured that payment methods and procedures will follow the Arizona Prompt Pay Law.
- This proposal is subject to reasonable contractual terms.
- No provisions have been included for protection of concrete from tire marks. Typical erection includes the use of extended reach fork-lifts, scissor lifts and man lifts within the building envelope. The rubber tires from this equipment can be expected to leave marks on the concrete. The cleaning or protection from such marks has not been included in this cost.
- (1) mobilization has been included for red iron steel erecting. Additional mobilizations can be provided at additional costs.
- No provisions are included for site specific or special safety training other than the basic OSHA training unless noted otherwise.

PRICING BREAKDOWN:

Arizona Corporate Builders, LLC will supply the above-described building for the lump sum price of:

BASE BID **$ 177,182.00** Excluding Tax & Bonds.

ALTERNATE #1: Supply and Install OH Doors

$ 24,936.00 Excluding Tax & Bonds.

ALTERNATE #2: Supply and Install Walk doors

$ 11,803.00 Excluding Tax & Bonds.

Added in as Bldg. will not be released by Date

ALLOWANCE #1:

If building is not ordered in 30 days, to extend pricing for another 30 days add **$ 5,800.00** Excluding Tax & Bonds

PRICE ESCALATIONS:

Proposed price is based Project being ordered as a "Fabrication" order by 5/21/2021. If the above shown order or ship date is not met, the client may incur steel building material cost increases caused by the current volatile steel market. The client will only be responsible for the additional bare costs incurred to us by our manufacturer with-out any added overhead and profit. Sales tax and bond to be added if applicable.

SCHEDULE LEAD TIMES:

1.	Preliminary Reactions for Concrete Foundation:	6	days from Notice to Proceed
2.	Stamped Reactions and Anchor Rod Layouts:	7-8	weeks from Notice to Proceed
3.	Final Engineering Packet:	13-14	weeks from Notice to Proceed
4.	Fabrication and Delivery:	20-24	weeks from Notice to Proceed
5.	Erecting		
	a. Red Iron:	TBD	weeks from delivery
	b. Sheeting and Trims:	INCLUDED	

Respectfully Submitted;

Arizona Corporate Builders, LLC
Jay Sitek – Estimator

Office: 480-967-0969
Cell: 920-843-0226

Michael Cox

From: Jeffrey Price <jprice@cactusasphalt.com>
Sent: Monday, April 19, 2021 6:43 AM
To: Michael Cox
Subject: Re: Chandler OBRF Polymer Storage Buildings (CMAR - JOC)

Just plug me in for my minimum. $5,000.00

Sent from my iPhone

> On Apr 19, 2021, at 6:38 AM, Michael Cox <mtcox@pcl.com> wrote:
>
> Jeff,
>
> Sorry for delay. I only see a small amount of asphalt replacements approx.. 10 SY
>
> Regards,
>
> **Michael Cox**
> **Special Projects Estimator**
>
> **PCL Constuction, Inc.**
> 1711 W. Greentree Drive, Suite #201
> Tempe, AZ 85284
> T: 480-535-7593
> M: 480-353-8761
> mtcox@pcl.com
>
> **www.pcl.com**
> **TOGETHER WE BUILD SUCCESS**

HarrisRebar
National Strength. Local Service.
Lic No: AZ ROC092145 L62, CA C50-638636

Harris/ Arizona Rebar, Inc.

2101 W. Jackson St
Phoenix, AZ 85005

Ph (602) 254-0091
Fax (602) 340-0977

Proposal No: **PJ100-172**
Proposal Date: 4/23/2021

BID PROPOSAL

This proposal is valid for 10 days from date shown above.

SECTION I- GENERAL INFORMATION

Proposal to: **Bidding Contractors**

Project Name: **Chandler OBRF Polymer Storage Building**
Ref. No.:

Attn: **Estimating Dept**

Chandler, Az.

Drwgs Quoted: **See Attached**

Specs: **See Attached**

Addendums: **See Attached**

SECTION II- SCOPE OF WORK

> Concrete Deformed Reinforcing Steel Detailed, Furnished & Installed per ACI & CRSI Standards.

SECTION III- PRICES

NOTE: Taxes are EXCLUDED from prices shown.

Bid Item	Description	Qnty	Unit	Unit Price	Extended
01	CLS Polymer Building (CIP Reinforcing)	1	LS	$3,990.00	$3,990.00
02	Belt Press Polymer Building (CIP Reinforcing)	1	LS	$4,022.00	$4,022.00

Total Reinforcing Items= $8,012.00

Cost of Bonds are not included in above prices.

SECTION IV- SPECIAL CONDITIONS, EXCLUSIONS AND/OR CLARIFICATIONS FOR THIS PROJECT

1 Prices are based on a Start Date of not later than **6/15/21** and shall remain valid through **12/31/21** . Any rebar shipped AND/OR installed after that date will be subject to an increase of **$100.00** /Ton every **6** months.
2 Exclude any and all TERO Requirements and or "Employee Hiring Preferences".
3 Exclude Prevailing Wages
4 See attached sheet for additional exclusions and qualifications.
5 Price based on (1) Delivery to Jobsite. Additional fee's will be required for additional deliveries.
6
7
8
9
10
11
12

AR-HP-618 - OBRF POLYMER STORAGE BUILDING

Bid Date: 4/21/2021

Project Name: OBRF POLYMER STORAGE BUILDING
City of Chandler,
Arizona

Architect:
Engineer:
Customer: Harris Rebar-Phoenix

Estimator: ARW
Creation Date: 4/21/2021
Last Modified: 4/21/2021
Status: Incomplete

Cover Page Comments:

Assumptions: -

Inclusion: -
CLS Polymer Building - Slab on Grade & Additionals.

Belt Press Polymer Building - Slab on Grade & Additionals.

Exclusion: -
1) Concrete Sidewalk (Ref: C01) - MAG Detail has No Reinforcement.
2) Stair on Grade (Ref: S-05-0303) & Ground Rod Test Well (Ref:E06) - Unknown Location.
3) Curb & Pavement for CLS Polymer Building (Ref: C01) - No Reinforcement

Notes: -
1) For all Concrete Structures, we have used Lap Splice as per Schedule (Ref: SD1).
2) All Bars shall conform to ASTM A-615, Grade 60.
3) We have used 30'-0" Stock Length for all #4 bars.

Drawing References:

Structural Drawings - S01 thru SD1 (January 2021),
Architectural Drawings - A01 thru A09 (January 2021),
Civil Drawings - C01 & C02 (January 2021),
Electrical Drawings - E01 thru E06 (January 2021).

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SECTION V- CONTRACTOR TO PROVIDE AT NO COST TO SELLER

1 X All lines, grades, racks, forms, layout and rigid templates accurately in place before installation, except those forms or other materials that will hinder the installation.
2 X Firm, level, subgrade at elevation shown on drawings including all levels, datum lines, elevations, openings and dowel outs for concrete &/or masonry.
3 X Clear access roads & ramps for unloading of trailer/truck deliveries to within 50 feet of point of installation, and reasonable storage and lay-down areas.
4 X Cages for drilled piers, shafts, caissons, and light pole standards will be tied and stockpiled by Subcontractor.
5 X Suitable equipment fully operated for hoisting/lowering reinforcing steel, personnel, wire mesh, etc, including unloading trucks, staging of reinforcing to points of installation (into foundations, and onto elevated decks, etc) setting columns, wall cages and/or any other pre-tied assemblies including power placing of individual bars as required.
6 X Copies of all contract documents in quantities as reasonably requested.
7 X Parking area and/or cost of parking for field crews and provide area for jobsite office including utility hookup.

SECTION VI- STANDARD EXCLUSIONS BY SELLER & FURNISHED BY BUYER

1 X Cost of Inspections, crane inspections, testing, bonds, permits, penalties or Liquidated Damages.
2 X Inserts, sleeves, rubatex, water stops, smooth dowels and /or dowel baskets, galvanized or epoxy coated dowels, threaded rebar, stud rails and placing of stud rails.
3 X Cleaning, cutting, straightening, locating or rework of existing reinforcing steel, reinforcing extending from piles, or precast
4 X Cutting, drilling of holes, grouting, field bending or dry-packing of reinforcing steel.
5 X Burning, cutting, or drilling of structural steel/miscellaneous iron to pass reinforcing steel.
6 X Protection and/or cleaning of others work, covering, painting, greasing or wrapping of reinforcing steel or smooth dowels.
7 X Rebar Safety Caps or devices for covering rebar ends.
8 X All welding and rebar welded to structural/ miscellaneous iron.
9 X Blocking, chairing, wrapping and/or pulling of welded wire fabric.
10 X All dead men, cables, labor and engineering of system for guying of rebar, if required.
11 X Cleaning of tie wire clippings, tags and other spoils from work areas, cost of dumpster and composite crew cleanup, except as mutually agreed.
12 X Lines, grades, steel racks, templates, scaffolding, safety rails, work platforms & ramps, sanitary facilities and jobsite access to drinking water.
13 X Removal, grinding &/or patching of staples, nails, bolts and/or any other device used for the placement of concrete reinforcing accessories.
14 X Reinforcing for Anchor Points (and the Anchor Points) for Shotcrete, Precast, Closure Pours, Precast Connections and Prestressing Items.
15 X Sand Plated Chairs.
16 X Test bars and test couplers (except those specifically called out in specs)
17 X Adequate power and lighting when necessary.
18 X Cost of reworking or replacing reinforcing steel damaged or lost due to flood, actions of buyer, other subcontractors or other acts of God.
19 X Blocks, inspection tubes, wheels or spacers for clearances in drilled shafts or caissons.
20 X Tie wire, accessories and field placing aids for F.O.B. materials.
21 X Prevailing Wage Rates or Job Specific Labor Agreement Rates. Proposal based on Open Shop wages.
22 X Design Engineering, Engineer stamping of drawings, Field Measurements and As-Built drawings.
23 X Sitework, Masonry Rebar, Mock Ups, MSE Walls, Electrical Duct Bank, Equipment Pads, Pipe Encasement &/or Supports. (Unless specifically stated as included)
24 X Supply & Installation of reinforcing for stair landings and treads.
25 X Layout of TOW, TOF, EOW, expansion/construction joints, corners, doorways, blockouts and/or openings of any kind and Masonry Dowels.
26 X Separate Pour Watchman, Fire Watchman, Safety Manager, QC Mgr, Traffic Control or Onsite Security.
27 X Trim reinforcing for openings, penetrations, and inserts not specifically located on Structural Drawings.
28 X Double handling costs, including costs to transport material from an unreasonably located area.
29 X Unloading, handling &/or setting of FOB materials (including Prebuilt Drilled Shaft Cages).
30 X Dust control, Storm Water management and/or similar eviromental programs.
31 X Third party invoicing processing fees or enrollment in third party invoicing services.
32 X Re-Detailing of shop drawings & reviewing/processing of changes will be at $65.00/Hr.

~~SECTION VII- CONDITIONS FOR POST TENSIONING: Purchaser provide at no cost to Seller.~~

1 ~~Build outs or blockouts in accordance with approved post-tensioned shop details and of sufficient strength to accommodate post-tensioning tendons. Filling of blockouts and rust proofing of anchorages in accordance with contract documents after stressing is completed.~~
2 ~~Suitable work space including work platforms (a minimum of 3' in width), approved by Seller, at each end of tendon when required by Seller for access to stressing locations. All work spaces shall conform to prevailing OSHA regulations.~~
3 ~~Adequate lighting, electrical power, potable water for grouting and compressed air, as required by Seller, all within 50 feet of all points of use; temporary heating or cooling, if required by Seller.~~
4 ~~Grout Cement. Estimated to be Sacks.~~
5 ~~Locating, installing and removing of pocket formers.~~
6 ~~Full-time forklift for post-tension operation.~~
7 ~~Adequate storage facilities and dunnage for post-tension material and equipment.~~
8 ~~Ice for grouting operation.~~
9 ~~All forming, including layout, drilling and bracing of forms ready to receive post-tension tendons and rebar; adequate electrical power as required for all points of use; marking of tendon locations; field coating of tendon anchorages and stressing records when required by contract; grouting of blockouts or pockets necessitated by post-tension operations.~~
10 ~~Inspection to insure that the ducts are clear and undamaged after concreting and before tendon installation; repair of damage to ducts when damage is discovered subsequent to duct installation; cost of all delay and remedial work if Seller in unable to pull tendon through duct without damaging duct or tendon; and cost to repair or replace any tendon damaged by others.~~
11 ~~Air pressure testing of ducts.~~
12 ~~Inspector to be present during all stressing operations to record and monitor elongations results as tendons are stressed and to be present during all grouting operations.~~
13 ~~Supply and Installation of Studrails is excluded.~~
14 ~~Any detensioning & retentioning of Post-Tensioning cable is excluded.~~
15 ~~Stapling of chairs, supplying of staples, cutting &/or grinding of staples is excluded.~~

SECTION VIII- TERMS AND CONDITIONS

1 **Terms of Sale**: Payment Terms – Subject to on-going credit approval: Net 30 days from date of invoice. Interest will be charged on all past due balances per the maximum rate allowed by law. Legal fees and costs will be paid as awarded to the prevailing party in the event of a legal dispute. Seller reserves the right to stop Work or demand security as required. Buyer agrees to pay Seller in accordance with the escalation policy as specifically identified in this proposal. "Work" is hereby defined as the performance of all work as listed above and included in any accepted Agreement, plus any changes, acceleration/out of sequence work, damages, escalation and costs incurred for the cause or benefit of Buyer or others.

2 **Acceptance**: Prices of individual bid items are subject to renegotiation if Buyer elects not to accept this complete proposal as presented. If Seller is requested to proceed with the work prior to the execution of a mutually agreed Contract, or if the work is completed prior thereto, the Terms and Conditions herein shall govern pending said Agreement. No assignment of this proposal shall be made without our prior written consent. We reserve the right to sublet portions of our Work.

3 **Schedule**: Seller's price is based upon detailing, fabrication, and placing on a normal 5-day, Monday to Friday, 40 hour work week, daylight hours unless explicitly noted on the face hereof. Performance will be based on bid documents as provided for tender and industry standards/CRSI. Schedule and schedule changes to be mutually agreed. Buyer to provide Seller (48) hours' notice of cancellation or modifications to schedule deliveries, Buyer agrees to provide adequate notice for workmen required at the jobsite and sufficient work for at least one full shift. Detailing submittals will be sequenced in a manner appropriate to the construction schedule. Working schedules to be made by mutual agreement of the Contractor and Subcontractor to conform to Contractor's master schedule. In event duration times are provided by Subcontractor, it is agreed that time starts only when work areas are provided ready to receive installation in all respects, in accordance with OSHA and State safety regulations.

4 **Back Charges/Shipping Discrepancies**: No charges for labor or materials furnished by the Buyer shall be allowed as a credit unless authorized in writing by Seller within ten (10) days of said occurrence. After a twenty four (24) hour period, all loads will be assumed to be verified.

5 **Safety**: Buyer will provide at no cost to Seller, general jobsite conditions conforming to OSHA standards and local governing authorities, including, but not limited to, adequate protection to ensure the safety of those working above reinforced steel as required, furnishing and installation of rebar safety caps or other OSHA compliant impalement hazard protection as required; Detection of/protection from underground and other utilities; Safe access, signage and other required warnings, flagging, barriers/barricades, general site and task lighting as required; Shoring, fall-protection anchorage points, walkways, approved scaffolding and staging in place as required, trenches, rails, snow and ice removal, all weather truck access; safe access to points of storage and work, etc. all as required.

6 **Insurance**: General Liability insurance will be provided solely for work performed by Seller and/or its engaged parties. Seller is not providing insurance for any liabilities that exceed Seller's responsibilities and/or liabilities. Additional Insured Endorsements may limit liabilities to those assumed under the Agreement and exclude Professional Liabilities. XCU, subsidence, Professional Liability, Aircraft, Pollution Liability and mold coverage are excluded as not applicable to this trade. A broad coverage manuscript policy is provided in lieu of ISO descriptions and forms. Additional coverage or alternate requirements not set forth herein and mutually agreed are subject to availability and any additional costs. Self-insured limits must be accepted as provided and any related security substitution requirements waived. Seller excludes: Builders Risk Insurance and return receipt requested notices for all . certificates of insurance. Compliance requirements for any hired sub-subcontractors are subject to availability.

SECTION IX- CONDITIONS OF SALE EXCLUDED:

1 Pay if paid or "Pay when paid" conditions precedent for all properly completed work, including base scope of work, changes, acceleration/out of sequence work, damages, escalation and costs incurred for the cause or benefit of Buyer or others("Work); Retention exceeding the rate withheld by Owner; Retention on F.O.B. items.
2 Indemnification, claim, and defense liabilities, responsibilities or damages exceeding any proportionate extent of cause by Seller's active negligence or willful misconduct.
3 Minority, DBE, DVBE, SBE, WBE and other special hiring status content, affiliation, or contribution to such requirements.
4 Risk, liabilities and responsibilities arising from existing conditions and preceding work exceeding visual inspection, including, but not limited to, field measurements, surveying, layout, forming and materials supplied by others; Costs arising from differing conditions and/or requirements from plans or drawings or bar lists provided for performance.
5 Design engineering and related Professional Liabilities and responsibilities; Costs and damages due to varying conditions and requirements.
6 Waiving any rights of dispute or redress; Costs/risks of claims against Owner for undisputed portions of our Work.
7 Forms and information requirements not mutually agreed; Unconditional forms of release in advance of receipt of funds; Releases that fail to exclude pending changes, unpaid balances, and retention as applicable; Releases for claims unrelated to payment for work performed; Non-conforming forms of waivers and releases within States that provide Statutory release language.
8 Reports, waivers, and other forms and contractual obligations related to bulk suppliers to our inventory stock who do not have lien rights.
9 Warranties exceeding Seller's scope of responsibilities or one (1) year; Guaranties of work performed by others; any forms of warranties, express or implied, of merchantability or fitness for purposes intended.
10 Risks and responsibilities for equipment and/or employees of Buyer or others providing services, or manning equipment used in connection with, but not within, Seller's scope of Work.
11 Liquidated and delay damages exceeding actual damages incurred, our scope of responsibility and/or our proportionate extent of cause, and for Force Majeure; Property damage, remedial work and/or replacement of Work and the work of others to the extent made necessary by others or Force Majeure.
12 Increased labor and material costs and/or damage in the event of project suspension or delay.
13 General Liability credits for any wrap-up insurance programs.
14 Prime contract terms, conditions, and scope in addition to, and/or in conflict with, a mutually agreed contract and Seller's scope of work and responsibilities as described herein.
15 Reports, submittals and data requirements not applicable to our trade, reasonably required or mutually agreed; Release of proprietary or other confidential information and records as governed by the U.S. Security and Exchange Commission rules for a publically traded company.
16 Any portion of fines or penalties exceeding the extent of cause by Seller; Any increased, surcharged or escalated portion of fines incurred by Buyer.
17 Enrollment/contributions to unions to which Subcontractor is not signatory; compliance with any additional or conflicting term, condition, or rate of pay, etc. between Seller's labor agreement and others affiliated with the Project.
18 Guarantors.
19 Site security.

SECTION X- ACCEPTANCE

The above proposal including all attached and referenced documents shall constitute a contract or shall be part of a contract is subject to on-going credit approval. Prices shown are for the complete project and NO single item price or group of prices are valid alone without the consent of the Seller. We reserve the right to modify/negotiate amendments to any Contractor issued forms of Agreement, as required to properly describe scope of work, pricing and mutually agreed terms and conditions.

Buyer: _____

By: _____

Title: _____ Date: _____

Seller: **Harris/ Arizona Rebar, Inc.**

By: _____

Title: **Sales** Date: 4/22/21

v17.8

**IMPORTANT NOTICE **
HARRIS REBAR SAFETY PROGRAM

Dear Harris Rebar Customer:

Harris Rebar takes SAFETY as the #1 priority in every aspect of our operations, which includes your jobsite. The safety of our workers, and all workers, is very important to us. In order to achieve our goal of ZERO ACCIDENTS, we have implemented a stringent safety program which includes visits to the jobsite by our Safety Representative. Should the jobsite not comply with local & regional safety standards, our Safety Representative will instruct our on-site labor forces (either our own forces or those that are subcontracted) to stop all work until the jobsite is compliant.

Harris Rebar wants this strong stance on safety to be viewed as a positive. We are committed to be the safest rebar company in the industry, which helps you. In addition, we will be glad to work with your safety representative and provide you our own jobsite safety inspection and report to you our findings. It is our goal to provide a safe working environment for all workers.

Harris Rebar wishes to do business with customers who take safety as their #1 priority as well. Construction is an inherently dangerous industry, but together we can achieve the safest jobsites possible.

Please contact us if you have any questions or would like to schedule a jobsite inspection by our Safety Representative.

Proposal # 5226.424

COMFORT SYSTEMS USA
Southwest

April 23, 2021

To: Potential Bidders

Re: ***OBRF Facilities Improvements - Arizona***

SCOPE

We propose to furnish and install the complete Heating, Ventilating, Air Conditioning & Piping (see below) scope(s) of work per the information provided to us, including but not exclusive to, plans, specifications, P&IDs, written and verbal correspondence. The following pricing was prepared assuming that industry standards would be used to meet the intentions of the bid documents provided to us. Below are the inclusions, exclusions and clarifications that have been used to compile the pricing contained within this proposal.

DRAWING DATE

January 1, 2021

ADDENDA / CLARIFICATIONS NOTED

N/A

SCOPE CLARIFICATIONS - HVAC & PIPING

~ Includes the following HVAC equipment;
2- Ductless split system(s).
2- Line sets.
Wind Baffle Kit
Applied Heresite Coating for Evaporator coil & Unit Casing
Applied Heresite Coating for Condensor Coil, Fan & Unit Casing
Condensor pump with reservoir & Sensor
Wired MA Controller
High Wall Ductless unit as per specifications

~ Includes the following piping systems, condensate (copper). Piping systems include all associated specialties and identification as detailed in the bid documents. The piping includes all above ground scope(s) of work. The piping will be a combination of screwed, soldered systems as specified.
~ Includes all hangers and supports for the piping systems and HVAC equipment as detailed.
~ Includes all insulation for the piping systems as specified.
~ Includes all fire and smoke sealing of piping penetrations through rated assemblies as specified.
~ Includes rentals for this scope of work.
~ Includes start up for all equipment supplied by CSUSA-SW for this scope of work.
~ Includes test and balance for this scope of work.
~ Includes (1) year parts and labor warranty and a (2) year craftsmanship warranty for this scope of work.
~ Includes sales tax for this scope of work.

GENERAL EXCLUSIONS

~ This proposal excludes the following unless noted otherwise;

* Bond, Permits, Fees, Site utilities, Fire protection, Life Safety / Fire Alarm, Plumbing & Electrical scopes of work unless noted otherwise.
* Motor starters unless they are integral to the equipment we are furnishing.
* Receiving, unloading, storing, distributing and installing equipment furnished by others, unless noted otherwise.
* Poured or formed concrete work including housekeeping pads.
* Cutting, framing & patching of openings in walls, floors, ceilings or roofs.
* Painting.
* BIM / 3D coordination drawings.
* Duct cleaning unless specifically included above, all duct comes from the factory with shrink wrapped ends.
* Seismic restraints and supports, this includes all engineering and layout.
* All items and services required for LEED certification unless specifically detailed in the above scope(s).
* Duct pressure testing.
* General sheet metal and specialty metals.
* Architectural louvers unless noted otherwise.
* Asbestos and/or hazardous material surveys, abatement or disposal.
* Fire Dampers, Fire Smoke Dampers & Smoke Dampers not shown on drawings.
* Engineering Services.
* Trenching, backfill and compaction.
* The supply, installation & painting of architectural access doors unless noted otherwise.
* All after hours work and/or overtime work unless agreed to in advance.
* French Drain
* Electrical

PRICING ***(Excludes Bonds, if required please add 0.400% to the following numbers)***

HVAC & Piping Base Bid $48,843.00

Thank you for this opportunity to propose on this project for you. Please contact us should you have any questions or need any further clarifications.

Best regards,
Jay Faraci
(602) 350-4838
jay.faraci@comfortsystemsusa.com

COMFORT SYSTEMS USA
Southwest

This proposal is valid for 30 days.

OBRF Facilities Improvements - Arizona

GENERAL CLARIFICATIONS

~ We reserve all rights and remedies for damages and/or delays caused by parties other than Comfort Systems USA - SW
~ We have not included any provision for generators or other temporary power supply. We are expecting temporary construction power to be provided by others.
~ CSUSA-SW will not be bound to any schedule in which we have not fully participated in. Further, we will not allow our work activities to be compressed due to schedule slippage for which we are not responsible. If slippage should occur then CSUSA-SW expects fair compensation for any additional costs associated with
~ CSUSA-SW will not be liable for delays resulting from industry conditions constricting the supply of essential components or materials used on this project. This includes but is not limited to the supply of raw goods (such as steel and copper) that are required to manufacture the materials and products used on this
~ In the event that material pricing increases by more than 5% from the date of this quote, CSUSA-SW reserves the right to add the amount of any such increase to the project price.
~ Unless detailed in the bid documents or addressed previously, CSUSA-SW has based this pricing on having direct access to our materials, It is our expectation to have a stockpile lay down area not more than 200' from the work area.
~ Unless liquidated damages are detailed in the bid documents or have been discussed prior to the presentation of this proposal, CSUSA-SW will not accept the inclusion of said damages into this project until we are provided with more detail.
~ CSUSA-SW at their discretion will convert all rectangular duct to the equivalent sized round or oval ductwork. We will coordinate this change, if made, as required to minimize the impact with other trades. All round and oval duct will be fabricated to the SMACNA standards relevant for this type of duct systems.
~ In the event of significant delay or price increase of material or equipment occurring between the date of this proposal and the date of execution of the Subcontract through no fault of Comfort Systems USA Southwest, the contract sum, contract schedule, and contract requirements shall be equitably adjusted in the Subcontract. A change in price of an item of material or equipment shall be considered significant when the price of an item increases >5% percent between the date of this proposal and the date of execution of the Subcontract.

INDUSTRIAL COATING DIVISION
PROTECTIVE COATING & LINING SERVICES

PPS COATINGS
406 E. Pioneer Street
Phoenix, AZ 85040

602-497-4997
info@ppscoatings.com
WWW.PPSPHX.COM

4-26-21

OBRF Polymer Storage Bldg.

PCL Construction

Mike,

PPS Coatings is pleased to offer you the following quote for the above referenced project:

SCOPE OF WORK INCLUDES:

- Labor, material and equipment to prep and coat the following areas per supplied plans and specs
  - CLS Polymer Building
    - New building structural steel only - $2,641.00
    - Concrete floor - $3,555.00
    - Piping and misc. metals - $2,653.00
      - Man doors (excluding roll up door)
      - HVAC / Electrical
      - Piping
      - Equipment
    - Exposed CMU wall - $2,142.00
    - 4ea Pipe Bollard (prep and prime only) - $400.00
  - Belt Press Building
    - New Building structural steel only - $2,641.00
    - Concrete Floor - $2,289.00
    - Piping and misc. metals - $2,075.00
      - Man door (excluding roll up door)
      - HVAC / Electrical
      - Piping
      - Equipment
    - 5ea Pipe Bollards (prep and prime only) - $500.00

Clarifications:

- All work to be performed according to OSHA and site specific safety regulations
- Quote valid for 30 days from date of proposal
- Pay Terms are Net 30 if not specified in a contract
- PPS to supply coating MFG written submittal/recommendation

Excludes:

- Mics Taxes including sales Tax.
- testing or inspection
- Delays in work caused by other trades
- OT/Accelerated schedules
- Bonds and permits
- Hazardous materials

Sincerely,

Tony Bodzioney
Professional Piping Systems
480-825-2413

ASME CERTIFICATE HOLDERS / **S STAMP #52377 – U STAMP #52378 – ROC #302839**

RURAL ELECTRIC
BUILDING POWERFUL CONNECTIONS

9502 East Main Street
Mesa, AZ 85207

Licensed Contractor
ISO 9001:2015 Registered

Office (480) 986-1488
Fax (480) 984-0319

To:	PCL Civil Constructors Inc.	**Contact:**	Michael T. Cox
Address:	1729 West Greentree Drive, Suite 105	**Phone:**	480-829-6333
	Tempe, AZ 85284 USA	**Fax:**	480-829-8252
Project Name:	102 COC OBRF Polymer Storage Building	**Bid Number:**	
Project Location:		**Bid Date:**	4/23/2021

Item #	Item Description	Estimated Quantity	Unit	Total Price
001	Provide & Install Electrical Proposal	1.00	LS	$112,139.00

Total Bid Price: $112,139.00

+ $13,603.00
$125,742.00

Notes:

- **ADDER:**

  If Arc flash, coordination study is required please add: **$3,135.00**

  If lightning protection is required please add: **$13,603.00**
- AZ LICENSE #075367 & 074573
- **Scope of Work Includes:**
  - Make safe electrical prior to any demo or renovation
  - Remove existing 480v CR6A-MIX154-0-05 breaker from existing MCC
  - Investigate existing Manholes and raceways for direct path to belt press area
  - Mandrel and pull new mule tape through existing manholes
  - Demo existing exposed conduit and conductors shown demo sheets
  - Remove existing light pole at CLS polymer location
  - Provide & install Grounding per the plans and specifications
  - Provide & install GRC conduit for above ground runs
  - Reposition/Rotate the Tote Weigh Scale panel and juction box inside polymer building
  - Reroute new conduit and conductors for the tote weight scale panel and junction box
  - Cut and lower existing conduits into new gutter at CLS and Belt press location
  - Provide & install conductors to power and communication equipment
  - Provide & install conduit and wire between flow switch and existing bell at CLS building (conduit and wire not to exceed 100ft away)
  - Provide & install 10'x12"x10" gutter at Belt Press area
  - Provide & install pull box at CLS building
  - Provide & install new traffic rated cover for existing test well
  - Provide & install (x4) N4X 30A disconnects switches
  - Provide & install (x1) 20A 480V MCC bucket (EATON)
  - Provide & install (x15) LC1 light fixture
  - Provide & install (x5) LW1 light fixture
  - Provide & install (x5) XW1 light fixture
  - Provide & install light switches per the plans
  - Provide & install receptacles per the plans
  - Assist with startup and testing

Spec Sections:

- Div. 26

Plan Sheets:

- Electrical Plans

- **Excludes:**
  - Taxes, permits, fees or allowances
  - Utility company permits, fees or allowances
  - Temporary power or lighting
  - The removal of all the underground structures (i.e., conduits, duct banks, concrete boxes, concrete bases, and foundations) is by others
  - Sawcutting, removal or patching of asphalt or concrete
  - Finished grading
  - Engineering, design, surveying, and staking for line and / or grade are excluded. Elevations must be provided where required
  - Spoils from trench or excavation work will be placed trench side to be removed or spread by others. All concrete and asphalt removal and disposal by others
  - Dumpsters or Haul-off
  - Excavating or backfill of electrical ductbanks
  - Repair of any existing underground ductbanks or conduits
  - Concrete pads or house keeping pads
  - Painting or coating
  - Welding
  - Fire alarm, fire surpression or devices provided and installed by others
  - Intrusion or ACAMS systems by others
  - Equipment haul off by others
  - Programming or software
  - Roof sealing pentrations
  - New conduit from existing electrical equipment to existing manholes
- Bonding is NOT included in these bid amounts. If a bond is requested, it will be billed outside the contract value and will become due and payable immediately upon presentation of bond. Our bond rate for this project is 1.20%.
- For Demolition and Salvage our work will be limited to the disconnection and removal of all salvageable electrical materials only (i.e., light fixtures, signs, transformers, wire, etc.). The removal of all the underground structures (i.e., conduits, duct banks, concrete boxes, concrete bases, and foundations) is by others.
- All Division 1 requirements are to be furnished by the Prime Contractor or others. This includes but is not limited to preparation of construction schedules, contractor quality control program, QA and QC testing, temporary construction trailers or facilities, construction lighting and power, maintenance of site access, site dust control, temporary site environmental protection, permits and/ or fees, and builders-risk or all risk insurance policies.
- Where the electrical drawings and electrical specifications conflict with other contract documents, our pricing is based on the electrical drawings.
- Rural Electric is not responsible for unmarked landscaping facilities.
- Prime contractor is to furnish a source for construction water at no cost to the subcontractor.
- Pay when paid clauses will not be accepted.
- Rural Electric, Inc. maintains its own job documentation system. Any additional requirements by the GC to complete job documentation on GC supplied forms will require additional subcontractor administration time and additional cost. This proposal excludes the use of GC supplied documents (i.e. Special GC daily reports, RFIs, certified payrolls, submittal/transmittal forms, etc.).
- This proposal is made with the understanding that we will enter into a mutually acceptable subcontract agreement. We will not accept any terms or conditions that are less favorable to Rural than those imposed in the Prime contract by the Owner. The conditions of this proposal must be attached or incorporated into our subcontract agreements.
- Prices quoted herein are those in effect today, and are predicated on immediate release for manufacture and shipment. These prices are subject to adjustment for changes in the base price of commodity items such as: Copper, Steel, Lead, Aluminum, or Resins), which may occur between the date of quotation and the date(s) shipments are made.
- Our Quote is valid for 30 days
- Rural shall not be liable for any losses, damages or delays due to causes beyond our reasonable control, including without limitations, acts of God, epidemics, extreme weather events, fire, delays by others, or any acts, conduct, or omission from unrelated third-parties outside of our direct control
- Liquidated damages (if applicable) shall be limited to the proportion of our subcontract to the General Contract.
- Retention shall be reduced by 50% upon substantial completion and released once beneficial occupancy or final acceptance has been received.
- If a subcontract payment bond is requested of Rural, then providing monthly lien releases shall not be a condition precedent for payment and all payment will be made to Rural as single party checks.

Payment Terms:

Net payment is expected within 30 days.

ACCEPTED:	**CONFIRMED:**
The above prices, specifications and conditions are satisfactory and are hereby accepted.	**Rural Electric, Inc.**
Buyer: _____	
Signature: _____	**Authorized Signature:** _____
Date of Acceptance: _____	**Estimator:** Cameron Claussen cameronc@ruralelectric.com

Western States Fire Protection Co.
Protecting Lives and Property
a subsidiary of API Group, Inc.

4346 EAST ELWOOD ST, SUITE 100
PHOENIX, AZ 85040
(602) 272-220- • (602) 272-7972
WWW.WSFP.COM

Fire Protection • Suppression • Detection Systems
Engineering • Installation • Service • Inspection
Commercial • Industrial • Residential • Institutional
Special Hazards • High Tech • Defense • Hangars
Retrofit • Maintenance

3-D / BIM DESIGN

Date: April 23, 2021
Project: CoC OBRF Facilities Improvements Fire Alarm
Project Location: 3737 S Old Price Road, Chandler, AZ 85248
Proposal #: BR-36-21

Systems:	☒ Fire Alarm	☐ CCTV	☐ Access Control	☐ Security	☐ Dry Chem	☐ 2-way Emergency Comm.

Proposal Type:	☒ Turnkey	☐ Parts & Smarts	☐ Budget
Proposal is Per Plans and Specifications Dated: 1/8/21			☐ Design Build

Fire Alarm Base Proposal:
$4,300.00 Total Weatherproof Horn Strobe Installation

Proposal Notes:

- This proposal includes installing new horn strobes on the interior and exterior of the new polymer building.
- This proposal includes monitoring of a new wet fire sprinkler riser and devices.
- This proposal includes connections to the existing fire alarm control panel.
- This proposal includes design, permit, final inspections, and engineering.
- This proposal assumes no other off hours, weekends, and holiday work.

Equipment List	
Quantity	Description
5	Horn Strobes
4	Monitor Modules
1	Roll 14/2 Fire Alarm Wire
1	Lot Labor

Thank you for your consideration on this project.

William Rogers

Bill.rogers@wsfp.us

(480)392-9790

Albuquerque, NM
Austin, TX
Casper, WY
Colorado Springs, CO
Dallas, TX
Decatur, IL
Denver, CO
El Paso, TX
Ft. Collins, CO
Glenwood Springs, CO
Houston, TX
Jefferson City, MO
Kansas City, KS
Lakewood, CA
Las Vegas, NV
Los Angeles, CA
Missoula, MT
Phoenix, AZ
Portland, OR
Rapid City, SD
Sacramento, CA
San Antonio, TX
Seattle, WA
Spokane, WA
St. Louis, MO
Tucson, AZ
Waco, TX

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Special Hazards • High Tech • Defense • Hangars
Retrofit • Service • Inspection • Maintenance

3-D / BIM DESIGN

April 23, 2021

Mr. Michael Cox
PCL Construction
1711 W Greentree Dr Unit 201
Tempe, AZ. 85284

Re: Automatic Fire Protection for Chandler OBRF Polymer Storage

For the Automatic Fire Protection system on this project, we wish to present our price of FORTY THOUSAND SIX HUNDRED Dollars (**$40,600.00**). This price is subject to the following Costs, Scope of Work, Qualifications, Exclusions, and Alternates.

COSTS:

Belt Press Building interior fire sprinkler system	$16,800.00
CLS Building interior fire sprinkler system	$23,800.00
TOTAL LUMP SUM:	$40,600.00

SCOPE OF WORK:

1. Provide all design, labor, and materials for a complete installation of a fully automatic wet-pipe fire sprinkler system throughout the proposed facility.
2. The system shall be designed and installed to meet the code requirements of the City of Chandler Fire Department and shall be in accordance with the standards of the National Fire Protection Association (NFPA) pamphlet #13.
3. Installation of sprinklers in areas with exposed ceilings shall be standard brass upright heads.
4. Provide one 4" riser complete with backflow, control valve, shot gun check valve, pressure gauges, electric bell (wired by others), main drain, and flow and tamper switches for the CLS building located as shown on the bid documents.
5. A standard brass siamese fire department connection complete with caps and wall plate to be located next to the fire riser for the CLS building.
6. Piping provided in this proposal is Schedule 40 for main and branch line piping. All piping is **NFPA** and **UL** approved.

Albuquerque, NM
Austin, TX
Boise, ID
Colorado Springs, CO
Dallas, TX
Decatur, IL
Denver, CO
El Paso, TX
Ft. Collins, CO
Glenwood Springs, CO
Houston, TX
Kansas City, KS
Las Vegas, NV
Los Angeles, CA
Missoula, MT
Phoenix, AZ
Portland, OR
Rapid City, SD
Sacramento, CA
San Antonio, TX
Seattle, WA
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PHOENIX, AZ 85040
(602) 272-2200 • (602) 272-7972 FAX
WWW.WSFP.COM

Re: Automatic Fire Protection for Chandler OBRF Polymer Storage

QUALIFICATIONS:

1. Western States Fire Protection to begin work at the existing systems.

EXCLUSIONS:

1. State and city sales tax.
2. Performance and payment bond.
3. Electrical wiring and connections.
4. Painting or labeling of pipe.
5. Underground fire lines or related equipment.
6. Fire extinguisher cabinets and extinguishers.
7. Head guards.
8. Fire Alarm system or devices.

ALTERNATES:

1. To eliminate the backflow and F.D.C. on the CLS building **Deduct: $4,800.00**

Albuquerque, NM
Austin, TX
Boise, ID
Colorado Springs, CO
Dallas, TX
Decatur, IL
Denver, CO
El Paso, TX
Ft. Collins, CO
Glenwood Springs, CO
Houston, TX
Kansas City, KS
Las Vegas, NV
Los Angeles, CA
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Fire Protection Sprinkler Systems
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Special Hazards • High Tech • Defense • Hangars
Retrofit • Service • Inspection • Maintenance

3-D / BIM DESIGN

Re: Automatic Fire Protection for Chandler OBRF Polymer Storage

"Due to the existing pandemic involving COVID-19 and the constantly evolving situation, which includes shut downs of definite and indefinite durations by the federal, state, and local governments, quarantines, business shut downs, transportation interruptions, disruptions in the supply chain of certain materials, supplies, or equipment, disruptions to public services, temporary suspensions of work on site, or the unavailability or reduced availability of manpower, the parties agree that if Subcontractor (WSFP) is hindered, prevented or delayed at any time in the commencement or progress of the work for a cause arising from or related to COVID-19, including but not limited to any of the examples above, Subcontractor shall be entitled to an extension of the Contract time. Furthermore, Subcontractor shall be entitled to additional compensation for increased costs associated with the high demand for specified materials, for increased costs associated with any proposed substitute approved by Contractor or Owner, or any other similar cost increase outside the control of Subcontractor."

PLEASE NOTE: This proposal is based on current material prices. However, due to volatility in the steel market sudden price increases may occur. In the event of a "material" increase in pipe, fitting and/or component pricing between the date of this Proposal and the date our design is complete and approved and the order for materials and price can be locked in whether due to delay or other economic factors, through no fault of National Fire Suppression, an equitable adjustment will be added to our contract amount by means of a change order equal to the amount of the "material" increase. A change in price will be considered "material" when the cost of any particular item(s) increase 20% or more from the date of this proposal to the date of material purchase. This proposal is valid for 30 days.

Thank you for the opportunity to make this presentation, and we look forward to working with you.

Sincerely,

Mike Naragon

Mike Naragon
Pre-Construction- Estimating

Albuquerque, NM
Austin, TX
Boise, ID
Colorado Springs, CO
Dallas, TX
Decatur, IL
Denver, CO
El Paso, TX
Ft. Collins, CO
Glenwood Springs, CO
Houston, TX
Kansas City, KS
Las Vegas, NV
Los Angeles, CA
Missoula, MT
Phoenix, AZ
Portland, OR
Rapid City, SD
Sacramento, CA
San Antonio, TX
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Spokane, WA
St. Louis, MO
Tucson, AZ

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QUOTATION

DENIOS, Inc.
1152 Industrial Blvd.
Louisville, KY 40219
Phone: 502-813-2832
Email: ahughes@denios-us.com

Date	4/21/2020
Quote #	**Q2104120AZ-PCL-AH**

This quotation is only valid for 30 days from date of quote.

Sold To:	PCL Constuction, Inc 1711 W. Greentree Drive, Suite #201 Tempe, AZ 85284	**Ship To:**	**85284**
Attn:	**Michael Cox**	**Notes:**	**If the project being quoted is located in the states of California, Kentucky, Illinois, North Carolina or Ohio, the customer is responsible for all imposed sales tax. If no tax exemption certificate is provided, the appropriate sales tax amounts will be added to the final invoice. If the project being quoted is located in any other state, DENIOS US will not collect the State sales tax. It is the Customer's responsibility to report the sales and taxes to the proper State taxation authorities.**
Phone:	480-535-7593		
E-mail:	mtcox@pcl.com		

Sheet #	Sales Person	Job #	Ship Date	Delivery Date	Freight Terms	Paint Color
1	Alan Hughes		TBD	Unknown	Ex-Works Loaded	TBD

Line #	Model #	Quantity	Unit of Measure	Description	Unit Price	Total
1	**K17-1957-W**	1		IBC Tote Stand - External 52" Width x 52" Depth x **36" Height**	$ 1,125.00	$ 1,125.00
2	**K17-1958-W**	1		IBC Tote Stand - External 52" Width x 52" Depth x **48" Height**	$ 1,275.00	$ 1,275.00
3						$ -
4						**$ -**
5						**$ -**
6	**K34-4610-W**	2		IBC Tote Storage Rack & Spill Containment Pallet Combination - 4 IBC Totes - 2 Tiers - **Load Capacity Upper Rack lbs - 10,000lbs**	$ 4,275.00	**$ 8,550.00**
7					$ -	**$ -**
8					$ -	**$ -**
9					$ -	**$ -**
10					$ -	**$ -**
11					$ -	**$ -**
12					$ -	**$ -**

****COVID-19 Pandemic, Note: All lead times are subject to change****

*****It is the client's responsibility to ensure that shipments are able to be received onsite.**
Please contact Sales to advise of any delays, @ 800-216-7776 opt-1.***

All pricing is subject to DENIOS, Inc. - Terms & Conditions. Payment & Shipping Terms, below:

All Orders less than $2,500.00 require Credit Card Payment.
Upon Credit Approval, orders over $2,500.00 require: 50% down payment and 50% Net 30 prompt final payment terms.
All orders are assumed EXW-Loaded Incoterm unless otherwise negotiated prior to order acceptance.

Freight and Taxes are to be accrued by the customer, assumed as estimates and subject to change at final invoice.

Sub-Total	**$ 10,950.00**
Estimated Freight	**$ 3,463.35**
Estimated Sales Tax	**$ -**
Total	**$ 14,413.35**

By signing this document you are accepting DENIOS, Inc. Standard Terms and Conditions as well as the quoted pricing provided herewithin. **X:** _____

Mettler-Toledo, LLC

Address 1900 Polaris Parkway
Columbus, OH 43240-4035
Phone (800) METTLER
(800) 638-8537

www.mt.com

Quotation 321770024

PCL Construction
Michael Cox
1711 Greentree Dr
Ste 200
Tempe, AZ 85284

Sales Representative
Mr. Joseph Wilt
Mobile +1 (614) 398 8693
E-Mail joseph.wilt@mt.com

Dear Michael Cox,

Thank you for choosing METTLER TOLEDO. As a world-leading manufacturer of high precision products, our goal is to make measurement as simple as possible. In addition, METTLER TOLEDO provides a wide range of products designed to help users save time and money, as well as improve accuracy and reliability.

METTLER TOLEDO seeks to provide you, our valued customer, with an optimal solution to your application, process and business demands. From the onset of your immediate or long-term project needs, we are available as a resource to help specify and select quality measurement systems and software products appropriate to your application. For METTLER TOLEDO, our solutions represent a valuable combination of performance, accuracy and precision. In addition, our field service organization is comprised of factory-certified technicians who are trained to meet high quality standards. You can also log on to www.mt.com for up-to-date application and operation details.

We are pleased to send you our quote and are certain this solution will meet your needs and expectations. Please do not hesitate to contact us with any further questions.

Thank you for your business.

Joseph Wilt
Account Manager EMEM

METTLER TOLEDO

Mettler-Toledo, LLC

Address 1900 Polaris Parkway
Columbus, OH 43240-4035
Phone (800) METTLER
(800) 638-8537

www.mt.com

Quotation 321770024

Sold-To / 300563804
PCL Construction
1711 Greentree Dr
Ste 200
Tempe, AZ 85284

Ship-To / 300563804
PCL Construction
1711 Greentree Dr
Ste 200
Tempe, AZ 85284

Customer Contact
Name Michael Cox
Phone +1 (480) 353 8761
E-Mail mtcox@pcl.com

Bill-To / 300563804
PCL Construction
1711 Greentree Dr
Ste 200
Tempe, AZ 85284

Item	Description	Product ID	Qty	Unit	Price Per Unit	Total USD
10	Floor Scale PFA589 US11	30597850	1	EA	1.00	6,225.00
	SCK: PFA58901RP6E4B600S					
	Approx. lead time excluding transport: 10 working days, shipping from: Columbus (Ohio, US)					
	10m				49.00	
	Standard AJB459				155.00	
	SS 5K 48x48				5,610.00	
	Rocker Foot - 0745A				410.00	
	Model: PFA589					
	Application: Safe Area					
	Configuration: Static 1 Platform					
	Capacity: 2500 lb					
	Platform: 48x48					
	Resolution: 5000d					
	Material: Stainless Steel Smooth Plate					
	Suspension: Rocker Foot - 0745A					
	Scale Interface (J-Box): Standard AJB459					
	Home Run Cable: 10m					
	Terminal: No Terminal					
	Other (Ramp Arrangement): None					
	Order Type (ETO Standard): Standard					

Mettler-Toledo, LLC

Address 1900 Polaris Parkway
Columbus, OH 43240-4035
Phone (800) METTLER
(800) 638-8537

www.mt.com

Quotation 321770024

Item	Description	Product ID	Qty	Unit	Price Per Unit	Total USD
20	Weighing Terminal IND331	64088572	1	EA	1,380.00	1,940.00
	IND331 Process Weigh.Term.					
	SCK: 33H100000A00A00					
	Approx. lead time excluding transport: 1 working day, shipping from: Worthington (Ohio, US)					
	IND331, Harsh, Analog				70.00	
	Analog Output				490.00	
	Base Model: IND331, Harsh, Analog					
	Local I/O: No Option					
	Connectivity: Analog Output					
	Power Option: 120 VAC, North American Plug					

Scale : Analog;max. 1 scale
Communication : RS232
Communication (Optional) : DeviceNet;Discrete I/O;PROFIBUS DP;RS485
Mounting Flexibility : Column;Desk;Panel;Wall
Voltage : 24 VDC Version;AC Version
Display : Graphic OLED

Weigh-Comply-Control-Connect
Operator-friendly display
This harsh/desk/wall-mount unit has an OLED graphic display with 12mm tall characters for easy wide-angle viewing.
Backup and restore utility
The SD memory card utility allows easy backup and restore of setup information along with the convenience of portability.
Calibration from PLC
Choose from traditional, Step, CalFREE™ calibration methods or the new calibration from PLC feature to eliminate operator error.



For more Details:
www.mt.com/ind331

Base Model: IND331, Harsh, Analog

Voltage : 24 VDC Version
Dimensions (DxHxW) : 123 mm x 68 mm x 168 mm
Load Cell : 350 Ω analog load cells;1 to 4
Displayed Resolution : 100'000 d (max)
Sensitivity (Minimum/Approved) : 0.1 µV / 0.6 µV
A/D Update Rate : 366 Hz

Weigh-Comply-Control-Connect
Remote or integrated display
The panel-mount unit is capable of having the display mounted up to 15m (50′) away from the base unit.
Backup and restore utility
The SD memory card utility allows easy backup and restore of setup information along with the convenience of portability.
Calibration from PLC
Choose from traditional, Step, CalFREE™ calibration methods or the new calibration from PLC feature to eliminate operator error.

For more Details:
www.mt.com/IND331

METTLER TOLEDO

Mettler-Toledo, LLC

Address 1900 Polaris Parkway
Columbus, OH 43240-4035
Phone (800) METTLER
(800) 638-8537

www.mt.com

Quotation 321770024

Item	Description	Product ID	Qty	Unit	Price Per Unit	Total USD



METTLER TOLEDO

Mettler-Toledo, LLC

Address 1900 Polaris Parkway
Columbus, OH 43240-4035
Phone (800) METTLER
(800) 638-8537

www.mt.com

Quotation 321770024

Item	Description	Product ID	Qty	Unit	Price Per Unit	Total USD
30	Weighing Terminal IND331	64088572	1	EA	1,380.00	1,870.00
	IND331 Process Weigh.Term.					
	SCK: 33P100000A00300					
	Approx. lead time excluding transport: 1 working day, shipping from: Worthington (Ohio, US)					
	Analog Output				490.00	
	Base Model: IND331, Panel, Analog					
	Local I/O: No Option					
	Connectivity: Analog Output					
	Power Option: 24VDC, No Plug					

Scale : Analog;max. 1 scale
Communication : RS232
Communication (Optional) : DeviceNet;Discrete I/O;PROFIBUS DP;RS485
Mounting Flexibility : Column;Desk;Panel;Wall
Voltage : 24 VDC Version;AC Version
Display : Graphic OLED

Weigh-Comply-Control-Connect
Operator-friendly display
This harsh/desk/wall-mount unit has an OLED graphic display with 12mm tall characters for easy wide-angle viewing.
Backup and restore utility
The SD memory card utility allows easy backup and restore of setup information along with the convenience of portability.
Calibration from PLC
Choose from traditional, Step, CalFREE™ calibration methods or the new calibration from PLC feature to eliminate operator error.



For more Details:
www.mt.com/ind331

Base Model: IND331, Panel, Analog

Voltage : AC Version;Universal power supply (85-264 VAC)
Dimensions (DxHxW) : 123 mm x 68 mm x 168 mm
Load Cell : 1 to 8;350 Ω analog load cells
Displayed Resolution : 100'000 d (max)
Sensitivity (Minimum/Approved) : 0.1 µV / 0.6 µV
A/D Update Rate : 366 Hz

Weigh-Comply-Control-Connect
Remote or integrated display
The panel-mount unit is capable of having the display mounted up to 15m (50') away from the base unit.
Backup and restore utility
The SD memory card utility allows easy backup and restore of setup information along with the convenience of portability.
Calibration from PLC
Choose from traditional, Step, CalFREETM calibration methods or the new calibration from PLC feature to eliminate operator error.



Up to 4-350 Ohm LCs approved for LFT applications in EU

For more Details:

METTLER TOLEDO

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Columbus, OH 43240-4035
Phone (800) METTLER
(800) 638-8537

www.mt.com

Quotation 321770024

Item	Description	Product ID	Qty	Unit	Price Per Unit	Total USD
	www.mt.com/IND331					
		Raw Material Surcharge				498.00
		Total excl. tax				**10,533.00**

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Address 1900 Polaris Parkway
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(800) 638-8537

www.mt.com

Quotation 321770024

Terms and Conditions

Payment Terms	Due 30 Days from Invoice Date
Incoterms 2020	FCA MT Columbus/Worthington
Quotation Valid Until	05/23/2021
Ordering costs	Shipping charges are not included.
Prices and Taxes	State and local taxes are not included.
General Conditions	This quotation is expressly subject to the METTLER TOLEDO Standard Terms and Conditions of Sale, which can be accessed at www.mt.com/terms and are incorporated herein by reference. MT may require a down payment that is due at order placement and any other payments are due net 30 calendar days from the date of invoice. Prices may be adjusted at the time of performance to include any necessary surcharge(s). Return Policy: This quotation is expressly subject to the METTLER TOLEDO Return Policy, which can be accessed at www.mt.com/legal and is incorporated herein by reference.

METTLER TOLEDO

ESTIMATE#: 7576
Revision#:

A-Core Concrete Cutting, Inc.|605 S Drew St. Mesa, AZ 85210|Phone# (480) 964-8662
Fax# (480) 964-8696|Toll Free# (888) 846-7070|License# ROC196637 CR-5
www.a-core.com

Customer

Name: PCL CONTRACTING
Address: 1711 W. GREENTREE
PHOENIX, AR 85041
Phone#: (602) 501-3382
Contact Name: MICHAEL COX **Phone#:** (480) 353-8761
Email: mtcox@pcl.com

Quoted By

Name: David Riley **Date:** 4/21/2021
Phone#: (480) 797-9629
Email: davidr@a-core.com
A-Core Job#:
Addenda:

Job Information

Job Name: BELT PRESS OLD PRICE RD.
Job Location: 3737 S. OLD PRICE RD
City: CHANDLER **State:** Arizona

RFQ#:
Project#:

Customer PO#:
Customer Job#:
Bid Due Date: 4/21/2021

Scope Of Work

Quantity	Unit Type	Description of Work	Unit Price
	ea	WIRE SAW 11 BY 11 MECH. PAD MINUS 3 FT EACH CORNER 109 SQ FT OF CUTTING	$11,990.00
	ea	WALL SAW 34 LN. FT AT 8" CONCRETE WALL 7" DOWN FROM THE TOP	$1,088.00
		ALL LAYOUTS MUST BE DONE BY CONTRACTOR	
		TOTAL 13,078.00	

Total

 ESTIMATE#: 7576

General Terms & Conditions

This document is to be accepted within 45 days; otherwise, price is subject to change.

- Protection of existing conditions by others.
- If we hit extra heavy amounts of rebar/steel or anything else unforeseen buried in the concrete that would cause excessive wear or damage to our diamond bits, blades or equipment, we will charge you accordingly for this.
- A-Core Inc. will not be responsible for repairs from cutting buried utilities or structures.
- Contractor is responsible for all layout of cut lines & holes.
- Overtime will be charged for work over 8 hrs per day, nights, after 5 pm and Saturdays
- Double time will apply for work on Sundays and holidays.
- If job does not start on start date, price will change.
- Any added work or change order work will not be done without signed and dated authorized change order, regardless of job schedule.
- Price subject to change if conditions and scope on job vary from this quotation
- If a bond is required there will be a 3% charge of the bond amount
- A-Core Payments terms are Net 30 with 0% retention
- A-Core reserves the right to have an escalation clause as part of this estimate
- THIS SUBCONTRACT IS CONTINGENT ON A LACK OF IMPACT BY THE CORONAVIRUS NATIONAL EMERGENCY. Given the existence of the coronavirus pandemic, A-Core will use its best efforts to staff and supply this project to meet the scheduled completion date. However, A-Core reserves its right to seek an excusable extension of time if A-Core or its subcontractors and suppliers are unable to maintain planned crew sizes due to the illness, supply shortages or governmental restraints on business, travel and/or assembly. To the extent that the project is suspended pursuant to the terms of the purchase order/subcontract, A-Core intends to seek additional costs associated with the suspension.

Job Exclusions

- All layout to be completed by contractor
- All shoring to be installed and provided by contractor (when applicable)
- X-Raying or scanning by contractor or can be provided by A-Core at an additional charge
- All traffic control, barricades, message boards etc. is to be provided by Contractor
- Any slurry/water control to be provided by & disposed of by Contractor
- Any standby time waiting for access, layout, traffic control, engineer's decision, plant operations, etc., will be charged at an hourly rate
- Contractor to provide all Blue staking & add A-Core Inc. as a duplicate permit holder/rental agreement
- Contractor to provide all access via scaffold,lifts, hoists, etc. to work areas when applicable

Special Instructions

WIRES SAW THE TOP OF MECH PAD 17" DOWN FROM TOP CONCRETE IS 11 FT THICK , WALLSAW 34 LN FT OF 8" CONCRETE

Accepted By (Customer)

Signature:_____

Date:_____

A-Core Concrete Specialists

Signature:_____David Riley_____

Date:__4/21/2021_____

EQUIPMENT

Equipment	**Bluebook Rates ($/hr)**
4x2 1/2 TN Crew Truck Gas	$11.66
60lb Hammer	$1.26
8,000lb Reach Forklift	$63.12
Cat 420 Backhoe	$48.51
Air Compressor	$16.04
Scissor Lift	$9.53
Manual Compactor	$21.55
Portable Generator (6500 Watt)	$57.00

Billable hourly rates shall be FHWA operated rates published by
Bluebook (penton) on equipment watch.com

EquipmentWatch™

www.equipmentwatch.com

All prices shown in US dollars ($)

Rental Rate Blue Book®

March 31, 2021

Miscellaneous 4X2 1/2 143 CREW GAS
On-Highway Light Duty Trucks

Size Class:
100 - 199 HP
Weight:
4500 lbs

Configuration for 4X2 1/2 143 CREW GAS

Axle Configuration	**4X2**	Cab Type	**Crew**
Horsepower	**143.0**	Power Mode	**Gasoline**
Ton Rating	**1/2**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $620.00	USD $175.00	USD $44.00	USD $7.00	USD $8.14	USD $11.66
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2021: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $620.00**	**USD $175.00**	**USD $44.00**	**USD $7.00**	**USD $8.14**	**USD $11.66**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $2.50
Idling Rate	USD $9.20

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	57%	USD $353.40/mo
Overhaul (ownership)	29%	USD $179.80/mo
CFC (ownership)	3%	USD $18.60/mo
Indirect (ownership)	11%	USD $68.20/mo
Fuel (operating) @ USD 2.09	70%	USD $5.68/hr

Revised Date: 1st half 2021

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for CRAIG YAKUBOW (cyakubow@pcl.com)

www.equipmentwatch.com

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EquipmentWatch

www.equipmentwatch.com

All prices shown in US dollars ($)

Rental Rate Blue Book®

April 22, 2021

Miscellaneous SILENCED 60-65 LBS
Hand-Held Pavement Breakers

Size Class:
56 - 70 lbs
Weight:
61 lbs



Configuration for SILENCED 60-65 LBS

Weight **60-65 lbs**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $115.00	USD $32.00	USD $8.00	USD $1.00	USD $0.61	USD $1.26
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2021: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $115.00**	**USD $32.00**	**USD $8.00**	**USD $1.00**	**USD $0.61**	**USD $1.26**

Non-Active Use Rates	Hourly
Standby Rate	USD $0.29
Idling Rate	USD $0.65

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	39%	USD $44.85/mo
Overhaul (ownership)	55%	USD $63.25/mo
CFC (ownership)	1%	USD $1.15/mo
Indirect (ownership)	5%	USD $5.75/mo

Fuel cost data is not available for these rates.

Revised Date: 1st half 2021

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EquipmentWatch

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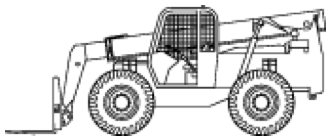
All prices shown in US dollars ($)

Rental Rate Blue Book®

April 22, 2021

Manitou MLT 840 145 PS
Telescoping Boom Rough Terrain Lift Trucks

Size Class:
4.0 - 4.4 MTons
Weight:
N/A



Configuration for MLT 840 145 PS

Base Capacity	**9000 lbs**	Horsepower	**141 hp**
Maximum Lift Height	**297 in**	Maximum Reach	**175 in**
Power Mode	**Diesel**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $6,085.00	USD $1,705.00	USD $425.00	USD $64.00	USD $28.55	USD $63.12
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2021: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $6,085.00**	**USD $1,705.00**	**USD $425.00**	**USD $64.00**	**USD $28.55**	**USD $63.12**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $14.52
Idling Rate	USD $44.58

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	33%	USD $2,008.05/mo
Overhaul (ownership)	58%	USD $3,529.30/mo
CFC (ownership)	2%	USD $121.70/mo
Indirect (ownership)	7%	USD $425.95/mo
Fuel (operating) @ USD 2.53	35%	USD $10.01/hr

Revised Date: 1st half 2021

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EquipmentWatch™

www.equipmentwatch.com

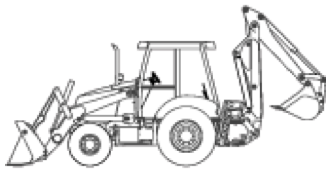
All prices shown in US dollars ($)

Rental Rate Blue Book®

April 22, 2021

Caterpillar 420F2
Tractor-Loader-Backhoes

Size Class:
14' to Under 15'
Weight:
N/A



Configuration for 420F2

Power Mode **Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $4,645.00	USD $1,300.00	USD $325.00	USD $49.00	USD $22.12	USD $48.51
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2021: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $4,645.00**	**USD $1,300.00**	**USD $325.00**	**USD $49.00**	**USD $22.12**	**USD $48.51**

Non-Active Use Rates	Hourly
Standby Rate	USD $13.46
Idling Rate	USD $35.53

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	38%	USD $1,765.10/mo
Overhaul (ownership)	49%	USD $2,276.05/mo
CFC (ownership)	4%	USD $185.80/mo
Indirect (ownership)	9%	USD $418.05/mo
Fuel (operating) @ USD 2.53	41%	USD $9.14/hr

Revised Date: 1st half 2021

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EquipmentWatch™

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All prices shown in US dollars ($)

Rental Rate Blue Book®

March 31, 2021

Ingersoll Rand P185WIR (disc. 2008)
Portable Rotary Screw Air Compressors

Size Class:
125 - 249 cfm
Weight:
2325 lbs

Configuration for P185WIR (disc. 2008)

Air Delivery Rating	**185.0 cu ft/min**	Horsepower	**65.0**
Power Mode	**Diesel**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $980.00	USD $275.00	USD $69.00	USD $10.00	USD $10.47	USD $16.04
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2008: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $980.00**	**USD $275.00**	**USD $69.00**	**USD $10.00**	**USD $10.47**	**USD $16.04**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $1.95
Idling Rate	USD $11.48

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	27%	USD $264.60/mo
Overhaul (ownership)	65%	USD $637.00/mo
CFC (ownership)	2%	USD $19.60/mo
Indirect (ownership)	6%	USD $58.80/mo
Fuel (operating) @ USD 2.53	56%	USD $5.91/hr

Revised Date: 1st half 2021

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www.equipmentwatch.com

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EquipmentWatch

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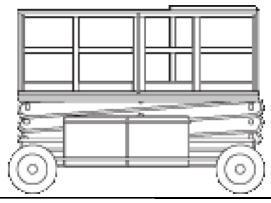
All prices shown in US dollars ($)

Rental Rate Blue Book®

April 22, 2021

JLG 2658E (disc. 1999)
Electric Self Propelled Scissor Lifts

Size Class:
21 - 30 ft
Weight:
4050 lbs



Configuration for 2658E (disc. 1999)

Maximum Platform Capacity	**1000.0 lbs**	Maximum Platform Height	**312.0 in**
Platform Size	**54' X 94' - 130'**	Power Mode	**Electric**
Voltage	**24.0 V**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $710.00	USD $200.00	USD $50.00	USD $8.00	USD $5.50	USD $9.53
Adjustments						
Region (100%)	-	-	-	-		
Model Year (1999: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $710.00**	**USD $200.00**	**USD $50.00**	**USD $8.00**	**USD $5.50**	**USD $9.53**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $2.54
Idling Rate	USD $4.03

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	51%	USD $362.10/mo
Overhaul (ownership)	37%	USD $262.70/mo
CFC (ownership)	4%	USD $28.40/mo
Indirect (ownership)	8%	USD $56.80/mo

Fuel cost data is not available for these rates.

Revised Date: 1st half 2021

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for CRAIG YAKUBOW (cyakubow@pcl.com)

www.equipmentwatch.com

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EquipmentWatch

www.equipmentwatch.com

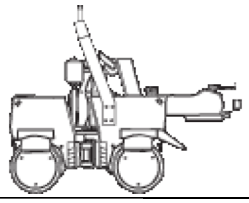
All prices shown in US dollars ($)

Rental Rate Blue Book®

April 22, 2021

Ingersoll Rand DX700E (disc. 2007)
Manually Guided Vibratory Compactors

Size Class:
To 899 Kg
Weight:
1635 lbs



Configuration for DX700E (disc. 2007)

Drum Type	**Smooth**	Drum Width	**25.5'**
Number Of Drums	**2.0**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $2,305.00	USD $645.00	USD $160.00	USD $24.00	USD $8.45	USD $21.55
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2007: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $2,305.00**	**USD $645.00**	**USD $160.00**	**USD $24.00**	**USD $8.45**	**USD $21.55**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $5.37
Idling Rate	USD $13.78

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	32%	USD $737.60/mo
Overhaul (ownership)	59%	USD $1,359.95/mo
CFC (ownership)	2%	USD $46.10/mo
Indirect (ownership)	7%	USD $161.35/mo
Fuel (operating) @ USD 2.53	8%	USD $0.68/hr

Revised Date: 1st half 2021

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for CRAIG YAKUBOW (cyakubow@pcl.com)

www.equipmentwatch.com

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Feedback

Internet #309004501 Model #EG6500CLAT-WK-653161 Rental Category #03 Rental Subcategory #308

6500 Watt Generator Rental

by **Honda Power Equipment**

- Ideal for Pro tools like circular saws, drills and air compressors
- Power for large appliances and big job sites
- Voltage selector allows you to switch between 120 and 240 volts, maximizing power output
- See More Details

Rental Pricing for Tempe #458

Exact pricing will be determined at the store.

$57.00	$82.00	$328.00	$984.00
4-Hours	Per Day	Per Week 3 Days FREE	4 Weeks 12 Days FREE

- This tool requires a **$350.00 deposit** due at pickup and payable by credit card only.
- A **valid Photo ID** is required upon pickup to rent this tool.
- This tool may require accessories.

Feedback

How To Get It

Your nearest Rental center is:

0 currently in stock **at Tempe #0458**
725 W Warner Rd, Tempe, AZ, 85284

Rental: (480)496-9700

Check Nearby Stores

Product Overview

- Ideal for Pro tools like circular saws, drills and air compressors

Internet #309004501 Model #EG6500CLAT-WK-653161 Rental Category #03 Rental Subcategory #308

Info & Guides

Specifications

ATTACHMENT A

The following is a billable hourly rate table for craft labor:

Craft Classification	PCL Standard Rates($/hr)
Foreman	$ 54.32
Skilled Labor	$ 38.21
Unskilled Labor	$ 30.45
Operator (Blade, Crane)	$ 52.78
Operator (Loader)	$ 41.21
Operator (Excavator)	$ 49.26
Operator (CDL)	$ 38.10
Pipe Layer(lead)	$ 47.52
Pipe Layer(backup)	$ 41.98
Concrete Finisher	$ 41.68
Carpenter	$ 40.53

Billable hourly rates used in this proposal are estimates of projected market conditions at the time work will be performed.

SOV - JOC1915.401 WATER & WASTEWATER FACILITIES RENOVATIONS AND REPAIRS

WW2001.402 - OBRF POLYMER BUILDINGS

-A- Item No.	-B- Description of Work	Unit	Unit Price	-C- Original Schedule Value	-D- Previous Application	-E- This Period	-F- Stored Materials	-G- Total To Date	%	-H- Balance To Finish
	Preconstruction Services									
1	Preconstruction Services	1	LS	5,000	0	0.00	0	0.00	0%	5,000
2	**Construction Services**									
3	Mobilization	1	LS	10,000	0	0.00	0	0.00	0%	10,000
4	Demolition	1	LS	85,829	0	0.00	0	0.00	0%	85,829
5	Site Work	1	LS	160,000	0	0.00	0	0.00	0%	160,000
6	Buildings	1	LS	250,000	0	0.00	0	0.00	0%	250,000
7	HVAC	1	LS	50,000	0	0.00	0	0.00	0%	50,000
8	Plumbing	1	LS	60,000	0	0.00	0	0.00	0%	60,000
9	Painting	1	LS	20,000	0	0.00	0	0.00	0%	20,000
10	Fire Protection	1	LS	50,000	0	0.00	0	0.00	0%	50,000
11	Electrical	1	LS	130,000	0	0.00	0	0.00	0%	130,000
12	General Conditions	1	LS	175,000	0	0.00	0	0.00	0%	175,000
	Allowances									
13	Owner's Allowance	1	LS	92,611	0	0.00	0	0.00	0%	92,611
	TOTALS			**1,088,440**	**0**	**0**	**0**	**0**	0%	**1,088,440**

COC OBRF Facility Upgrade

PCL
Project Lead

Mon, 5/31/2021
1

SIMPLE GANTT CHART by Vertex42.com
https://www.vertex42.com/ExcelTemplates/simple-gantt-chart.html

TASK	START	END
MILESTONES		
NTP Prosurement	5/31/21	5/31/21
NTP Construction	2/21/22	2/21/22
Mobilize	2/21/22	2/24/22
Substantial Completion CLS	4/25/22	4/15/22
Substantial Completion Belt Press	4/24/22	4/24/22
Final Completion	4/25/22	4/25/22
SUBMITTALS		
Pre-Engineered Metal Bldgs.	5/31/21	9/10/21
HVAC	5/31/21	6/25/21
Fire Suppression	5/31/21	6/25/21
Scale	5/31/21	6/25/21
OH Coiling Doors	5/31/21	6/25/21
Electrical	5/31/21	7/2/21
SUBMITTAL REVIEW		
Pre-Engineered Metal Bldgs.	9/13/21	9/24/21
HVAC	6/28/21	7/12/21
Fire Suppression	6/28/21	7/12/21
Scale	6/28/21	7/12/21
OH Coiling Doors	6/28/21	7/12/21
Electrical	7/7/21	7/28/21
PROCUREMENT		
Pre-Engineered Metal Bldgs.	9/27/21	3/11/22
HVAC	7/13/21	8/12/21
Fire Suppression	7/13/21	8/12/21
Scale	7/13/21	9/15/21
OH Coiling Doors	7/13/21	9/15/21
Electrical	7/28/21	9/22/21
CLS POLYMER AREA - CONSTRUCTION		
Demo / Sitework / Concrete	2/21/22	3/11/22
Pre-Engineered Metal Bldgs.	3/14/22	3/21/22
HVAC	3/22/22	3/25/22
Exposed Piping / Scales / Totes	3/22/22	3/28/22
Fire Suppression	3/28/22	4/1/22
OH Coiling Doors / Doors	4/4/22	4/8/22
Electrical	3/29/22	4/13/22
BELT PRESS POLYMER AREA		
Demo / Sitework / Concrete / Elec.	3/14/22	3/22/22
Pre-Engineered Metal Bldg.	3/22/22	4/1/22
HVAC	3/28/22	3/31/22
Exposed Piping / Scales / Totes	3/29/22	4/1/22
Fire Suppression	4/4/22	4/8/22
OH Coiling Doors / Doors	4/11/22	4/15/22
Electrical	4/4/22	4/22/22
START UP / TESTING		
CLS Polymer Area	4/14/22	4/15/22
Belt Press Polymer Area	4/21/22	4/24/22

Insert new rows ABOVE this one

EXHIBIT C

PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS THAT:_____
(hereinafter "Principal"), and _____ (hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, holding a certificate of authority to transact surety business in Arizona issued by the Director of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto _____(hereinafter "Obligee") in the amount of _____ (Dollars) ($_____), for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated

the _____ day of _____, 20___ for construction of **OCOTILLO BRINE REDUCTION FACILITY POLYMER STORAGE BUILDINGS**, **WW2001.401** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

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

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

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

Witness our hands this _____ day of _____, 20__.

_____
PRINCIPAL SEAL

_____
AGENT OF RECORD

By _____

_____
SURETY SEAL

_____
AGENT ADDRESS

EXHIBIT D

PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS THAT:_____

(hereinafter "Principal"), as Principal, and _____(hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto _____ (hereinafter "Obligee") in the amount of _____ (Dollars) ($_____), for the payment whereof, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20___ for construction of **OCOTILLO BRINE REDUCTION FACILITY POLYMER STORAGE BUILDINGS**, **WW2001.401** 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 Principal promptly pays all moneys due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in said contract, this obligation is void. Otherwise it remains in full force and effect.

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

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

Witness our hands this _____ day of _____, 20__.

_____
PRINCIPAL SEAL

_____
AGENT OF RECORD

By _____

_____
SURETY SEAL

_____
AGENT ADDRESS

EXHIBIT E

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

_____, Arizona

Date _____

Project Name: **OCOTILLO BRINE REDUCTION FACILITY POLYMER STORAGE BUILDINGS**
Project No.: **WW2001.401**

To the City of Chandler, Arizona

Gentlemen:

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the consideration of $_____, as set out in the final pay estimate, as full and complete payment under the terms of the contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described project. The undersigned further agrees to indemnify and save harmless the City of Chandler against any and all liens, claims or liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performances and materials furnished for the performance of said installation.

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

_____
CONTRACTOR

By _____

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

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

_____
Notary Public

_____
My Commission Expires

EXHIBIT F

CERTIFICATE OF COMPLETION

Project: **OCOTILLO BRINE REDUCTION FACILITY POLYMER STORAGE BUILDINGS**
Project No.: **WW2001.401**

(TO BE COMPLETED BY CONTRACTOR)

I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER PROJECT NO. **WW2001.401** HAVE BEEN DELIVERED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND BID SPECIFICATIONS AND ALL ACTIVITIES REQUIRED BY THE CONTRACTOR UNDER THE CONTRACT HAVE BEEN COMPLETED AS OF _____.
(Date)

FIRM NAME: _____

PRINCIPAL: _____
(Name)

_____
(Signature)

_____ DATE: _____
(Title)

CERTIFIED BY ENGINEER/CONSULTANT (*IF APPLICABLE*):

_____ DATE: _____
(Signature)

_____
(Firm Name)

PROJECT ACCEPTED BY USER DEPARTMENT

_____ DATE: _____
(Signature)

_____
(Dept. /Div.)

_____ Date of Final Walk-Through

_____ Date As-Built Received

_____ City As-Built Number

CHANDLER arizona
Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** CP21-177

Date: July 12, 2021

To: Mayor and Council

Thru: Joshua H. Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
John Knudson, Public Works and Utilities Director
Andrew Goh, Capital Projects Manager

From: Sandra Story, Engineering Project Manager

Subject: Professional Services Agreement No. WW2001.451, with Hazen and Sawyer, P.C., for the Ocotillo Brine Reduction Facility Polymer Storage Buildings Construction Management Services

---

Proposed Motion:

Move City Council award Professional Services Agreement No. WW2001.451 to Hazen and Sawyer, P.C., for the Ocotillo Brine Reduction Facility Polymer Storage Buildings Construction Management Services, in an amount not to exceed $86,270.

Background/Discussion:

The Ocotillo Brine Reduction Facility (OBRF) is located at 3737 South Old Price Road. OBRF is owned and operated by the City and supports Intel by treating and delivering reclaimed wastewater back to Intel for reuse in its facility.

Arizona Revised Statutes (A.R.S.) § 42-5032.02 provides for distribution of revenues for City infrastructure improvements related to manufacturing facilities. On May 23, 2019, City Council approved an intergovernmental agreement with the Arizona Department of Revenue (ADOR) for distribution of revenues under A.R.S. § 42-5032.02, as well as a Public Infrastructure Master Agreement with Intel Corporation for funding and construction of public improvements necessary to support Intel's qualifying capital investment at its Ocotillo plant, located at 4500 South Dobson Road.

On June 11, 2020, City Council approved Project Agreement No. 3 with Intel Corporation for OBRF improvements, including enhancements for environment-controlled buildings to house polymers necessary for the industrial water treatment process. The scope of work for Professional Services Agreement No. WW2001.451 with Hazen and Sawyer, P.C., consists of construction management services for the installation of two environment-controlled buildings to house the polymers necessary for the industrial water treatment process at OBRF. These services include contractor oversight, construction administration and inspection, schedule review, review progress payments, attendance at construction meetings, and project close-out. The contract completion time is 365 calendar days following Notice to Proceed.

The project will be fully funded by ADOR and Intel. A related Construction Contract with PCL Construction for the Ocotillo Brine Reduction Facility Polymer Storage Buildings is also scheduled for this City Council meeting.

Evaluation:

The selection process was conducted in accordance with City policy and procedure and State law. This project is being performed under the On-Call Consultant Pre-Qualified List for Water and Wastewater Services. Staff recommends approval of this agreement with Hazen and Sawyer, P.C., based on qualifications, relevant firm experience, team experience, project understanding, and project approach.

Financial Implications:

This project will be 100% reimbursed by ADOR and Intel, and requires transfer of funds from the Wastewater Industrial Process Treatment Fund, Wastewater Capital, Ocotillo Brine Reduction Facility Improvements (616.3910.6WW681) to the Wastewater Industrial Process Treatment Fund, Wastewater Capital, Intel OBRF Improvements II (616.3910.6WW686). ADOR will fund 80% of the project cost, and Intel will fund the remaining 20% of the project cost.

Fiscal Impact

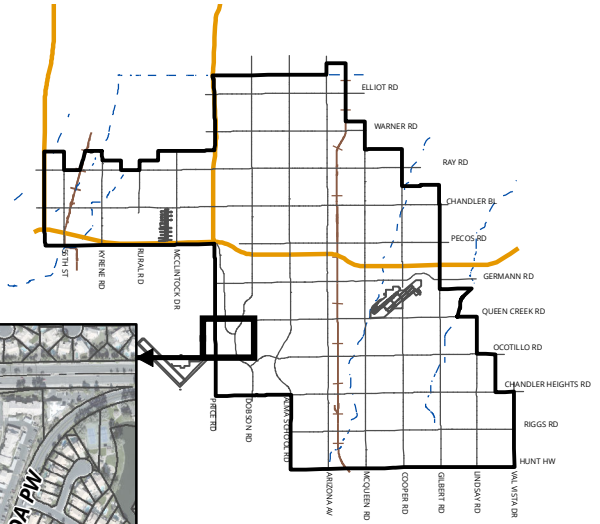
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
616.3910.6817.6WW686	Wastewater Industrial Process	Intel OBRF Improvements II	$86,270	Y

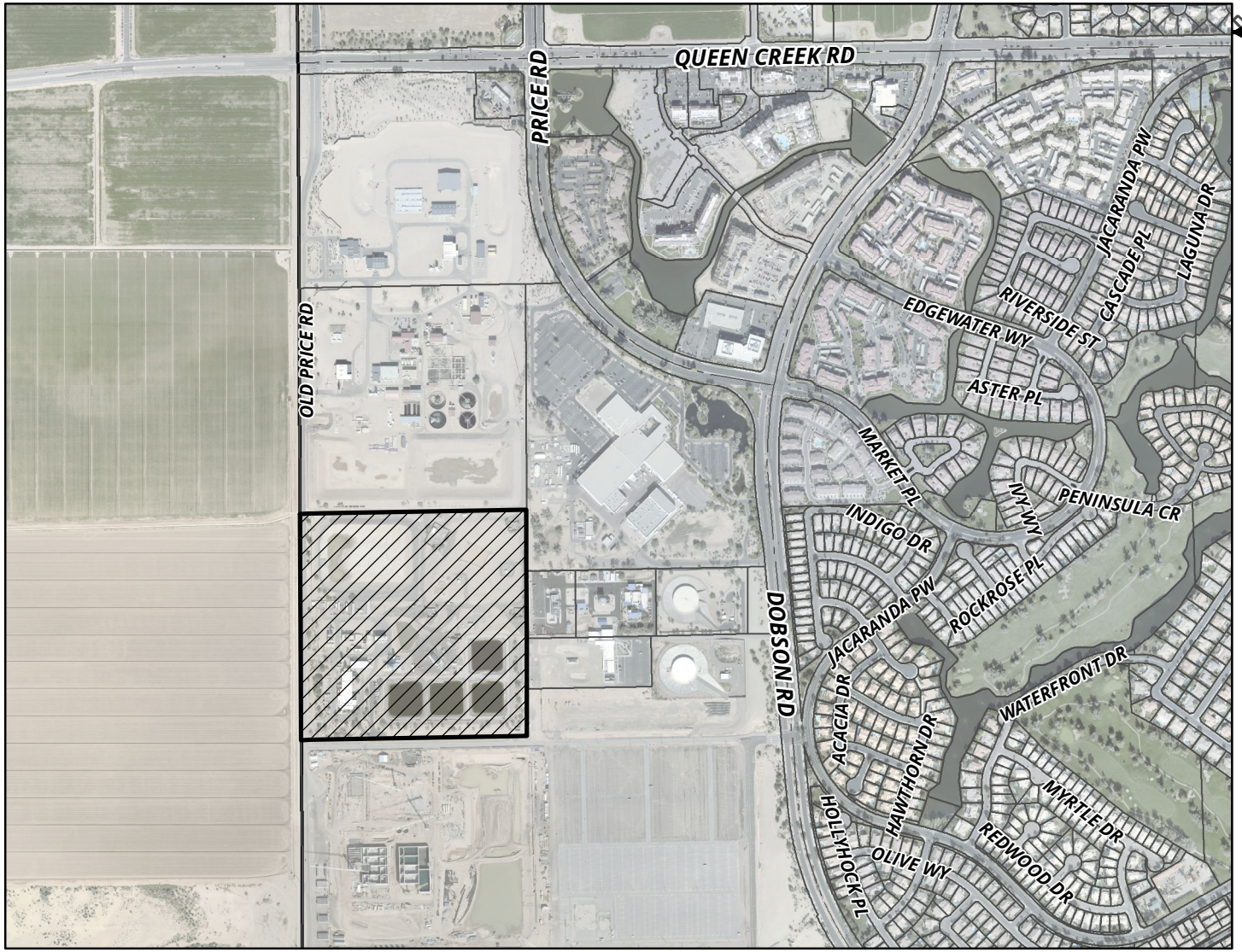
Attachments

Location Map

Agreement - Hazen & Sawyer

OCOTILLO BRINE REDUCTION FACILITY POLYMER STORAGE BUILDING - CONSTRUCTION MANAGEMENT SERVICES WW2001.451





MEMO NO. CP21-177

PROJECT SITE

NTS

ChanGIS

F:\ENGINEER\GENSERV_ArcMap_Shared\Map Requests\Capital Projects\CP21-177 OCOTILLO BRINE REDUCTION FACILITY POLYMER STORAGE BUILDING\CP21-177.mxd 6/4/2021 MARICELAH

PROFESSIONAL SERVICES AGREEMENT
Construction Management Services
OCOTILLO BRINE REDUCTION FACILITY POLYMER STORAGE

Project No. WW2001.451

Council Date: July 15, 2021 Item No.

THIS AGREEMENT ("Agreement") is made and entered into on the _____ day of_____, 2021 ("Effective Date"), by and between City of Chandler, an Arizona municipal corporation, ("City"), and **Hazen and Sawyer, P.C.**, New York Corporation, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. City proposes to engage Consultant to provide Construction Management Services for **OCOTILLO BRINE REDUCTION FACILITY POLYMER STORAGE – CONSTRUCTION MANAGEMENT SERVICES** project as more fully described in **Exhibit "A"**, which is attached to and made a part of this Agreement by this reference.

B. Consultant is ready, willing, and able to provide the services described in **Exhibit "A"** for the compensation and fees set forth and as described in **Exhibit "B"**, which is attached to and made a part of this Agreement by this reference.

C. City desires to contract with Consultant to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Consultant agree as follows:

SECTION I--CONSULTANT'S SERVICES

Consultant must perform the services described in **Exhibit "A"** to City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Consultant under this Agreement must be performed in a skilled and workmanlike manner. All fixtures, furnishings, and equipment furnished by Consultant as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION II--PERIOD OF SERVICE

Consultant must perform the services described in **Exhibit "A"** for the term of this Agreement. Unless amended in writing by the Parties, the Agreement term expires **365** calendar days after the Notice to Proceed (NTP) Date.

SECTION III--PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Consultant's compensation and fees as more fully described in **Exhibit "B"** for performance of the services approved and accepted by City under this Agreement must not exceed **$86,270** for the full term of the Agreement. Consultant may not increase any compensation or fees under this Agreement without the City's prior written consent. Consultant must submit monthly requests for payment of services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subconsultant's or supplier's actual requests for payment plus similar narrative and listing of their work. Consultant must submit an Application and Certification for Payment Sheet with the monthly request for payment to: CapitalProjects.Payables@chandleraz.gov. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on the service during the preceding month. All requests for payment must be submitted to City for review and approval. City will make payment for approved and accepted services within 30 calendar days of City's receipt of the request for payment. Consultant bears all responsibility and liability for any and all tax obligations that result from Consultant's performance under this Agreement.

SECTION IV--CITY'S OBLIGATIONS

As part of Consultant's services under this Agreement, City will provide furnished items, services, or obligations as detailed in **Exhibit "D"**.

SECTION V--GENERAL CONDITIONS

5.1 Notices. Unless otherwise provided herein, demands under this Agreement must 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:	City of Chandler Public Works & Utilities Department Attn: CIP City Engineer P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008 Phone: 480-782-3343 Email: andrew.goh@chandleraz.gov
With a Copy to:	Project Manager City of Chandler Public Works & Utilities Department P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008
To Consultant:	Hazen and Sawyer, P.C. Address: Statutory Agent Name: Statutory Agent Physical Address: Statutory Agent Mailing Address: (if different than mailing address)
	Consultant's Authorized Project Representative Name: Curtis Courter Title: Physical Address: Mailing Address: (if different than mailing address) Phone: 480-436-7959 Email: ccourter@hazenandsawyer.com

5.2 Records/Audit. Records of Consultant's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between City and Consultant must be kept on the basis of generally accepted accounting principles and must be made available to City and its auditors for up to three years following City's final acceptance of the services under this Agreement (this requirement is increased to five years if construction of this project is federally funded). City, its authorized representative, or any federal agency, reserves the right to audit Consultant's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from Consultant following final contract payment on this Agreement if, upon audit of Consultant's records, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data. Consultant will include a similar provision in all of its contracts with subconsultants who provide services under the Agreement to ensure that City, its authorized representative, or the appropriate federal agency, has access to the subconsultants' records to verify the accuracy of all cost and pricing data. City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from Consultant following final payment on this Agreement if the above provision is not included in subconsultant

agreements, and one or more subconsultants refuse to allow City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, Consultant will be liable for reimbursement of the reasonable, actual cost of the audit.

5.3 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by City. However, before any modified work is started, a written amendment must be approved and executed by City and Consultant. Such amendment must not be effective until approved by City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to Consultant may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra services or materials furnished by Consultant will be allowed by City except as provided herein, nor must Consultant do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by Consultant without prior written authorization will be at Consultant's own risk, cost, and expense, and Consultant hereby agrees that without written authorization Consultant will make no claim for compensation for such work or materials furnished.

5.4 Termination. City and Consultant hereby agree to the full performance of the covenants contained herein, except that City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by Consultant. In the event City abandons or suspends the services, or any part of the services as provided in this Agreement, City will notify Consultant in writing and immediately after receiving such notice, Consultant must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, Consultant must deliver to City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by City. Consultant must appraise the work Consultant has completed and submit Consultant's appraisal to City for evaluation. City may inspect Consultant's work to appraise the work completed. Consultant will receive compensation in full for services performed to the date of such termination. The fee will be paid in accordance with Section III of this Agreement, and as mutually agreed upon by Consultant and City. If there is no mutual agreement on payment, the final determination will be made in accordance with the "Disputes" provision in this Agreement. However, in no event may the fee exceed the fee set forth in Section III of this Agreement nor as amended in accordance with Section "Alteration in Character of Work." City will make the final payment within 60 days after Consultant has delivered the last of the partially completed items and the Parties agree on the final fee. If City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.5 Indemnification. To the extent permitted by law, the Consultant ("Indemnitor") must indemnify, save and hold harmless City and its officers, officials, agents and employees

("Indemnitee") from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) ("Claims") caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Consultant or any of its owners, officers, directors, agents, employees, or subconsultants in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of Consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Consultant must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. Consultant is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, Consultant agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of Consultant under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Consultant must procure insurance under the terms and conditions and for the amounts of coverage set forth in **Exhibit "C"** against claims that may arise from or relate to performance of the work under this Agreement by Consultant and its agents, representatives, employees, and subconsultants. Consultant and any subconsultant must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. City in no way warrants that the minimum limits stated in **Exhibit "C"** are sufficient to protect Consultant from liabilities that might arise out of the performance of the work under this Agreement by Consultant, Consultant's agents, representatives, employees, or subconsultants. Consultant is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. Consultant agrees to provide City such other duly executed documents as may be reasonably requested by City to implement the intent of this Agreement.

5.8 Successors and Assigns. City and Consultant each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither City nor Consultant may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and City.

5.9 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between Consultant and City, the final determination at the administrative level will be made by City Engineer.

5.10 Completeness and Accuracy of Consultant's Work. Consultant must be responsible for the completeness and accuracy of Consultant's services, data, and other work prepared or compiled under Consultant's obligation under this Agreement and must correct, at

Consultant's expense, all willful or negligent errors, omissions, or acts that may be discovered. Correction of errors disclosed and determined to exist during any construction of the project on architectural or engineering drawings and specifications must be accomplished by Consultant. The cost of the design necessary to correct those errors attributable to Consultant and any damage incurred by City as a result of additional construction costs caused by such engineering or architectural errors will be chargeable to Consultant and will not be considered a cost of the Work. The fact that City has accepted or approved Consultant's work will in no way relieve Consultant of any of Consultant's responsibilities.

5.11 Reporting. Written monthly reports, along with updated work schedules, will be made by Consultant in the format prescribed by City. These reports will be delivered to City per schedule. When requested by City, Consultant will attend Council meetings and provide finished documents including correspondence for Council action, supporting charts, graphs, drawings and colored slides of same.

5.12 Withholding Payment. City reserves the right to withhold funds from Consultant's payments up to the amount equal to the claims City may have against Consultant until such time that a settlement on those claims has been reached.

5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Consultant. For this Agreement Consultant constitutes an independent contractor. Any provisions in this Agreement that may appear to give City the right to direct Consultant as to the details of accomplishing the work or to exercise a measure of control over the work means that Consultant must follow the wishes of City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, Consultant must submit to City detailed resumes of key personnel that will be involved in performing services prescribed in the Agreement. City hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that Consultant desires to change key personnel while performing under the Agreement, Consultant must submit the qualifications of the new personnel to City for prior approval. Key personnel include, but are not limited to, principals-in-charge, project manager, and project Consultant. Consultant will maintain an adequate and competent staff of qualified persons, as may be determined by City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If City objects, with reasonable cause, to any of Consultant's staff, Consultant must take prompt corrective action acceptable to City and, if required, remove such personnel from the Project and replace with new personnel agreed to by City.

5.16 Consultants or Subconsultants. Prior to beginning the work, Consultant must furnish City for approval the names of consultants or subconsultants to be used under this Agreement. Any subsequent changes are subject to City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act

required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Federal Laws. Consultant understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. Consultant agrees to comply with these laws in performing this Agreement and to permit City to verify such compliance.

5.19 No Israel Boycott. By entering into this Agreement, Consultant certifies that Consultant is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits City from awarding a contract to any consultant who fails, or whose subconsultants fail, to comply with A.R.S. § 23-214(A). Therefore, Consultant agrees Consultant and each subconsultant it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Consultant's or subconsultant's employee who provides services under this Agreement to ensure that Consultant and subconsultants comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Covenant Against Contingent Fees. Consultant warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Consultant's firm. For breach or violation of this warrant, City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.24 Disclosure of Information Adverse to City's Interests. To evaluate and avoid potential conflicts of interest, Consultant must provide written notice to City, as set forth in this Section, of any work or services performed by Consultant for third parties that may involve or be associated with any real property or personal property owned or leased by City. Such notice must be given 7 business days prior to commencement of the services by Consultant for a third party, or 7 business days prior to an adverse action as defined below. Written notice and disclosure must be sent in accordance with Section 6.7 above. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against City; or (c) using data to produce income for Consultant or its employees independently of performing the services under this Agreement, without the prior written consent of City. Consultant represents that except for those persons, entities, and projects identified to City, the services performed by Consultant under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to City's interests. Consultant's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.25 Data Confidentiality and Data Security. As used in the Agreement, "data" means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to Consultant or its subconsultants in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to Consultant or its subconsultants in connection with Consultant's or its subconsultant's performance of this Agreement is confidential and proprietary information belonging to City. Except as specifically provided in this Agreement, Consultant or its subconsultants must not divulge data to any third party without City's prior written consent. Consultant or its subconsultants must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to Consultant or its subconsultants have first given the required notice to City: (a) data which was known to Consultant or its subconsultants prior to its performance under this Consultant or its subconsultants by a third party, who to the best of Consultant's or its subconsultants' knowledge and belief, had the legal right to make such disclosure and Consultant or its subconsultants are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which Consultant or its subconsultants are subject. In the event Consultant or its subconsultants are required or requested to disclose data to a third party, or any other information to which Consultant or its subconsultants became privy as a result of any other contract with City, Consultant must first notify City as set forth in this Section of the request or demand for the data. Consultant or its subconsultants must give City sufficient facts so that City can be given an opportunity to first give its consent or take such action that City may deem appropriate to protect such data or other information from disclosure. All data must continue to be subject to the confidentiality agreements of this Agreement. Consultant or its

subconsultants assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate City if any of the provisions of this Section are violated by Consultant, its employees, agents or subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Consultant agrees that the requirements of this Section must be incorporated into all subagreements entered into by Consultant. A violation of this Section may result in immediate termination of this Agreement without notice.

5.26 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Consultant or its subconsultants. At a minimum, Consultant or its subconsultants must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Consultant or its subconsultants in connection with this Agreement is believed to have been compromised, Consultant or its subconsultants must immediately notify City contact. Consultant agrees to reimburse City for any costs incurred by City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Consultant agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Consultant. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Consultant or its subconsultants under this Section must survive the termination of this Agreement.

5.27 Jurisdiction and Venue. This Agreement is made under, and must 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. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.28 Survival. All warranties, representations, and indemnifications by Consultant must survive the completion or termination of this Agreement.

5.29 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.30 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.31 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

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

5.33 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.34 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than City and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and Consultant and not for the benefit of any other party.

5.35 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in **Exhibit "A"**, the provisions in this Agreement prevail.

5.36 Document/Information Release. Documents and materials released to Consultant, which are identified by City as sensitive and confidential, are City's property. The document/material must be issued by and returned to City upon completion of the services under this Agreement. Consultant secondary distribution, disclosure, copying, or duplication in any manner is prohibited without City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.37 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A - Scope of Services / Schedule
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions
Exhibit E – Federal Requirements (if applicable)

5.38 Special Conditions. As part of the services Consultant provides under this Agreement, Consultant agrees to comply with and fully perform the special terms and conditions set forth in **Exhibit "D"**, which is attached to and made a part of this Agreement.

5.39 Non-Discrimination and Anti-Harassment Laws. Consultant must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and

regulations.

5.40 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Consultant must maintain all applicable City, state, and federal licenses and permits required to fully perform Consultant's services under this Agreement.

5.41 Warranties. Consultant must furnish a one-year warranty on all work and services performed under this Agreement. Consultant must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Consultant, subconsultants or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Consultant (including, but not limited to, all parts and labor) at Consultant's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to City on or before City's final acceptance of Consultant's services under this Agreement.

5.42 Cooperative Purchasing Agreement (S.A.V.E. – Strategic Alliance for Volume Expenditures). In addition to City of Chandler and with the approval of Consultant, this Agreement may be extended for use by other municipalities, school districts, and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter, or procurement rules and regulations of the respective political entity.

5.43 Budget Approval into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council.

SIGNATURE PAGE TO FOLLOW

This Agreement will be in full force and effect only when it has been approved and executed by the duly authorized City officials.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"CITY"
CITY OF CHANDLER

_____
MAYOR

Recommended By:

_____
Andrew Goh, P.E.
CIP City Engineer

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
City Clerk Seal

"CONSULTANT"
Hazen and Sawyer, P.C.

Curtis D. Courter 6/9/21
Signature Date

Curtis D. Courter
Print Name

Associate Vice President
Title

ccourter@hazenandsawyer.com
Signer Email Address

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

EXHIBIT "A"

CONSTRUCTION MANAGEMENT
SCOPE OF SERVICES

PROJECT TASKS

1. PRE-CONSTRUCTION ASSISTANCE

A. Task 1.1 Preconstruction Assistance

i. Consultant must attend the pre-construction meeting.

2. CONSTRUCTION MANAGEMENT

A. Task 2.1 Weekly Construction Meetings

i. Consultant must conduct weekly construction meetings. Each meeting includes agenda and minutes; Request for Information (RFI); Shop Drawing; Request for Information (RFI); Field Directive (FD); Material Certification; and Allowance Logs. Consultant assumes 28 meetings will be held.

B. Task 2.2 CPM Schedule

i. Consultant must review and evaluate Contractor's initial CPM schedule and provide recommendations for acceptance.

ii. Consultant must review Contractor's monthly CPM schedule updates submitted with each payment application, identify CPM tasks behind schedule that may affect critical path items, project substantial and final completion dates and initiate correspondence to City regarding those tasks. Consultant assumes 11 reviews of updated CPM schedule.

C. Task 2.3 Requests for Information (RFI's)

i. Consultant must review, evaluate, and respond to Contractor Requests for Information (RFI's); and prepare and maintain a submittal log of all RFI's. Consultant assumes a maximum of 10 RFI responses.

D. Task 2.4 Shop Drawing Submittals

i. Consultant must review, evaluate, and respond to Contractor shop drawing submittals; and prepare and maintain a submittal log of all shop drawing submittals. Consultant assumes a maximum of 15 reviews. 10 Submittals are anticipated with 50% requiring a second review.

E. Task 2.5 Field Directives (FD's)

i. Consultant must prepare Field Directive (FD) documents detailing requested additional work tasks; review and evaluate Contractor FD responses with approval recommendations; and prepare and maintain a submittal log list of all FD's. Consultant assumes 3 FD's.

F. Task 2.5 Contractor Payment Applications

i. Consultant must review and evaluate Contractor monthly payment applications and make recommendation for payment; maintain a weekly record of constructed pay quantities and compile monthly totals; and coordinate payment application with the City quantity report and the inspectors' daily logs. Consultant assumes a maximum of 12 payment applications, with 1 review each.

3. CONSTRUCTION INSPECTION

A. Task 3.1 Inspection Services

i. Consultant must provide weekly construction inspection to verify materials and installations conform to construction documents; prepare daily inspection reports documenting Contractor construction activities and progress during field inspection visits; and perform intermittent erosion control inspections. Consultant assumes an inspector 4 hours per week during the 3-month construction duration.

B. Task 3.2 Project Closeout

i. Consultant must compile non-conformance list prior to Substantial Completion; schedule and conduct Substantial Completion inspection; prepare Substantial Completion punch list generated from Substantial Completion inspection; track items on punch list and note completed items; and complete and distribute Substantial Completion certificates.

ii. Consultant must schedule and conduct Final Completion inspection; and complete and distribute Final Completion certificates.

4. UTILITY COORDINATION

A. Task 4.1 Utility Coordination

i. Consultant must complete the Acceptance of Construction (AOC) applications.

5. RECORD DRAWINGS

A. Task 5.1 Record Drawings

i. Review and monitor Contractor's weekly updates on red-line drawing set.

ASSUMPTION, CLARIFICATIONS, AND EXCLUSIONS

1. Application fees for City reviews and permits will be paid by CITY.
2. The Owner's Allowance will only be utilized with prior written approval from the City representative.
3. The Direct Expense Allowance will be used for normal reimbursable expenses on the project. Items must be billed at cost and backup must be provided with pay applications.

EXHIBIT "B"
COMPENSATION AND FEES

EXHIBIT "B"
CONSTRUCTION MANAGEMENT
SCOPE OF SERVICES
FEE SCHEDULE

Task	Description	Cost
1	**PRE-CONSTRUCTION ASSISTANCE**	
1.1	Pre-Construction Assistance	$ 1,750.00
	SUBTOTAL TASK 1:	**$ 1,750.00**
2	**CONSTRUCTION MANAGEMENT**	
2.1	Weekly Construction Meetings	$ 23,860.00
2.2	CPM Schedule	$ 2,655.00
2.3	Requests for Information (RFI)	$ 6,875.00
2.4	Shop Drawing Submittals	$ 11,875.00
2.5	Field Directive (FD)	$ 2,875.00
2.6	Contractor Payment Applications	$ 2,875.00
	SUBTOTAL TASK 2:	**$ 51,015.00**
3	**CONSTRUCTION INSPECTION**	
3.1	Inspection Services	$ 9,565.00
3.2	Project Closeout	$ 1,715.00
	SUBTOTAL TASK 3:	**$ 11,280.00**
4	**UTILITY COORDINATION**	
4.1	Utility Coordination	$ 2,735.00
	SUBTOTAL TASK 4:	**$ 2,735.00**
5	**RECORD DRAWINGS**	
5.1	Record Drawings	$ 8,370.00
	SUBTOTAL TASK 6:	**$ 8,370.00**
ALLOWANCES		
Direct Expense Allowance (Reproduction, Travel, Etc.)		$ 1,120.00
Owner's Allowance		$ 10,000.00
	SUBTOTAL ALLOWANCES:	**$ 11,120.00**
	PROJECT TOTAL:	**$ 86,270.00**

EXHIBIT "C"
INSURANCE REQUIREMENTS

1. General.

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

1.2 Consultant and any of its subconsultants must procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

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

1.4 City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Consultant from liabilities that might arise out of the performance of the Agreement services under this Agreement by Consultant, its agents, representatives, employees, subconsultants, and Consultant is free to purchase any additional insurance as may be determined necessary.

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

1.6 Use of subconsultants: If any work is subcontracted in any way, Consultant must execute a written contract with subconsultant containing the same Indemnification Clause and Insurance Requirements as City requires of Consultant in this Agreement. Consultant is responsible for executing the Agreement with the subconsultant and obtaining Certificates of Insurance and verifying the insurance requirements.

2. Minimum Scope and Limits of Insurance. Consultant must provide coverage with limits of liability not less than those stated below.

2.1 *Professional Liability.* If the Agreement is the subject of any professional services or work performed by Consultant, or if Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, Consultant must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone whose acts, mistakes, errors and omissions Consultant is legally liable, with a liability limit of $1,000,000 each claim and $2,000,000 all claims. In the event the Professional Liability

insurance policy is written on a "claims made" basis, coverage must extend for 3 years past completion and acceptance of the work or services, and Consultant, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.

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

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

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

3. Additional Policy Provisions Required.

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

3.1.1. Consultant's insurance must contain broad form contractual liability coverage.

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

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

3.1.4. Coverage provided by Consultant must not be limited to the liability assumed under the indemnification provisions of this Agreement.

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

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

3.1.7. If a Certificate of Insurance is submitted as verification of coverage, City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

3.2. *Insurance Cancellation During Term of Contract/Agreement.*

3.2.1. If any of the required policies expire during the life of this Agreement, Consultant must forward renewal or replacement Certificates to City within 10 days after the renewal date containing all the required insurance provisions.

3.2.2. Each insurance policy required by the insurance provisions of this Agreement must provide the required coverage and must not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to City, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice must be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, Consultant or its insurance broker must notify City of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

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

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

3.3.2. City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by Consultant even if those limits of liability are in excess of those required by this Agreement.

EXHIBIT "D"
SPECIAL CONDITIONS

Standard Details and Specifications. Consultant must be familiar with City's latest revision of the MAG Specifications and MAG Standard Details as amended by City. City's current amendment to the MAG Specifications, part of City's Unified Development Manual, may be found and downloaded from City's website at http://www.chandleraz.gov/udm.

City Ownership of Project Documents. All work products (electronically or manually generated) including, but not limited to: plans, specifications, cost estimates, field notes, tracings, studies, investigations, design analyses, original drawings, original mylars, Computer Aided Drafting and Design (CADD) file diskettes which reflect all final drawings, and other related documents which are prepared in the performance of this Agreement (collectively referred to as "Documents") are to be and remain the property of City and are to be delivered to the Project Manager before the final payment is made to Consultant. In the event these Documents are altered, modified or adapted without the written consent of Consultant, which consent Consultant must not unreasonably withhold, City agrees to hold Consultant harmless to the extent permitted by law from the legal liability arising out of City's alteration, modification or adaptation of the Documents.

Re-use of Documents. The parties agree the documents, drawings, specifications and designs, although the property of City, are prepared for this specific project and are not intended nor represented by Consultant to be suitable for re-use for any other project. Any re-use without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant.

Patent Fees and Royalties. Consultant must pay all license fees and royalties and assume all costs incidental to the use, in the performance of the work or the incorporation in the work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Agreement for use in the performance of the work and if, to the actual knowledge of City, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed by City in the Agreement. Consultant must defend, indemnify and hold harmless City and anyone directly or indirectly employed by City from and against all claims, damages, losses, and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incidental to the use in the performance of the work, or resulting from the incorporation in the work of any invention, design, process, product, or device not specified in the Agreement, and must defend all such claims in connection with any alleged infringement of such rights.

License to City for Reasonable Use. With this Agreement, Consultant and its subconsultants hereby grant a license to City, its agents, employees, and representatives for an indefinite period of time to reasonably use, make copies, and distribute as appropriate the Documents, works or deliverables developed or created as a result of the Project and this Agreement. This license also includes the making of derivative works.

Documents to Bear Seal. Consultant and its subconsultants must endorse by professional seal all plans, works, and deliverables prepared by each for this Agreement as required by state law.

1. Contract Worker Access Controls, Badge and Key Access Requirements. A Contract Worker from Consultant's firm must not be allowed to begin work in any City facility without: (A) The prior completion and City's acceptance of the required background screening; and (8) when required, the Contract Worker's receipt of a City issued badge. A badge will be issued to a Contract Worker solely for access to City facility(s) to which the Contract Worker is assigned. Each Contract Worker who enters a City facility must use the badge issued to the Contract Worker.

2. Badges. After receipt of the badge application, the Contract Worker will proceed to the Badging Office for processing of the badge application and issuance of the badge. City will not process the badge application until the Contract Worker satisfies the required Background Screening (as defined herein). The Contract Worker must comply with all requirements and furnish all requested information as requested by the Badging Office. Any and all fees associated with security badging will be assessed in compliance with Chandler City Code §4-22.

3. Key Access Procedures. If the Contract Worker's services require keyed access to enter a City facility(s), a separate key issue/return form must be completed and submitted by Consultant for each key issued.

4. Stolen or Lost Badges or Keys. Consultant must report lost or stolen badges or keys to City immediately. A new badge application or key issue form must be completed and submitted along with payment of the applicable fees prior to issuance of a new badge or key.
5. Return of Badges or Keys. All badges and keys are the property of City and must be returned to City at the Badging Office within one (1) business day of when the Contract Worker's access to a City facility is no longer required to furnish the services under this Agreement. Consultant must collect a Contract Worker's badge and key(s) upon the termination of the Contract Worker's employment; when the Contract Worker's services are no longer required at the particular City facility(s); or upon termination, cancellation or expiration of this Agreement.

6. Consultant's default under this Section must include, but is not limited to the following: (1) Contract Worker gains access to a City facility(s) without the proper badge or key; (2) Contract Worker uses a badge or key of another to gain access to a City facility; (3) Contract Worker commences services under this Agreement without the proper badge, key or Background Screening; (4) Contract Worker or Consultant submits false information or negligently submits wrong information to City to obtain a badge, key or applicable Background Screening; or (5) Consultant fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement. Consultant acknowledges and agrees that the access

control, badge and key requirements in this Section are necessary to preserve and protect public health, safety and welfare. Accordingly, Consultant agrees to properly cure any default under this Section within three (3) business days from the date notice of default is sent by City. The parties agree that Consultant's failure to properly cure any default under this Section must constitute a breach of this Section. In addition to any other remedy available to City at law or in equity, Consultant must be liable for and must pay to City the sum of one thousand dollars ($1,000.00) for each breach by Consultant of this Section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to City at the time and making of this Agreement in the event that Consultant breaches this Section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving City's actual damages in the event that Consultant breaches this Section. The parties further agree that three (3) breaches by Consultant of this Section arising out of any default within a consecutive period of three (3) months or three (3) breaches by Consultant of this Section arising out of the same default within a period of twelve (12) consecutive months will constitute a material breach of this Agreement by Consultant and City expressly reserves all of its rights, remedies and interests under this Agreement, at law and in equity including, but not limited to, termination of this Agreement.

CHANDLER arizona
Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** CP21-167

Date: July 12, 2021

To: Mayor and Council

Thru: Joshua H. Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
John Knudson, Public Works and Utilities Director
Andrew Goh, Capital Projects Manager

From: Gina Ishida-Raybourn, Utilities Engineering Manager

Subject: Professional Services Agreement No. WA2103.201, with Jacobs Engineering Group, Inc., for the Pecos Surface Water Treatment Plant SCADA Upgrade Design Services

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Proposed Motion:

Move City Council award Professional Services Agreement No. WA2103.201, to Jacobs Engineering Group, Inc., for the Pecos Surface Water Treatment Plant SCADA Upgrade Design Services, in an amount not to exceed $4,142,272.

Background/Discussion:

The Pecos Surface Water Treatment Plant (SWTP), located at 1475 East Pecos Road, was put into service in 1989. The Pecos SWTP produces drinking water for the City's residents and businesses. The control system for the City's water treatment plant and water distribution network is housed at the Pecos SWTP. Operational control of the water system relies heavily on automation to reliably communicate with water facilities. This automation system, commonly called the Supervisory Control and Data Acquisition (SCADA) controls and monitors the Pecos SWTP and approximately 50 remote facilities. Beyond system control, SCADA also captures numerous data points for system analysis and regulatory reporting. The City's 2019 SCADA Master Plan identified the need to replace the outdated control system with new systems bringing the water system SCADA up to current City and industry standard.

The project scope of work consists of existing documentation review, site assessments and evaluation, workshops, preliminary and detailed design, operational planning, cost estimating, and construction proposal reviews. The contract completion time is 495 calendar days following Notice to Proceed.

Evaluation:

The selection process was conducted in accordance with City policy and procedure and State law. Staff recommends approval of this agreement with Jacobs Engineering Group, Inc., based on qualifications, relevant firm experience, team experience, project understanding, and project approach.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N

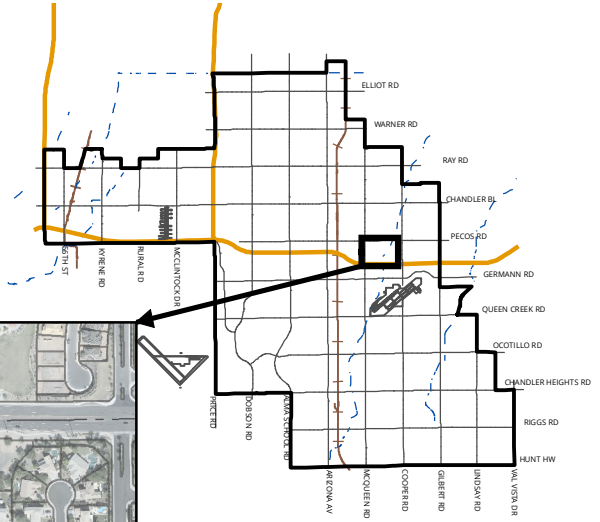
601.3820.6814.6WA210	Water Bonds	Water Treatment Plant Improvements	$4,142,272	Y

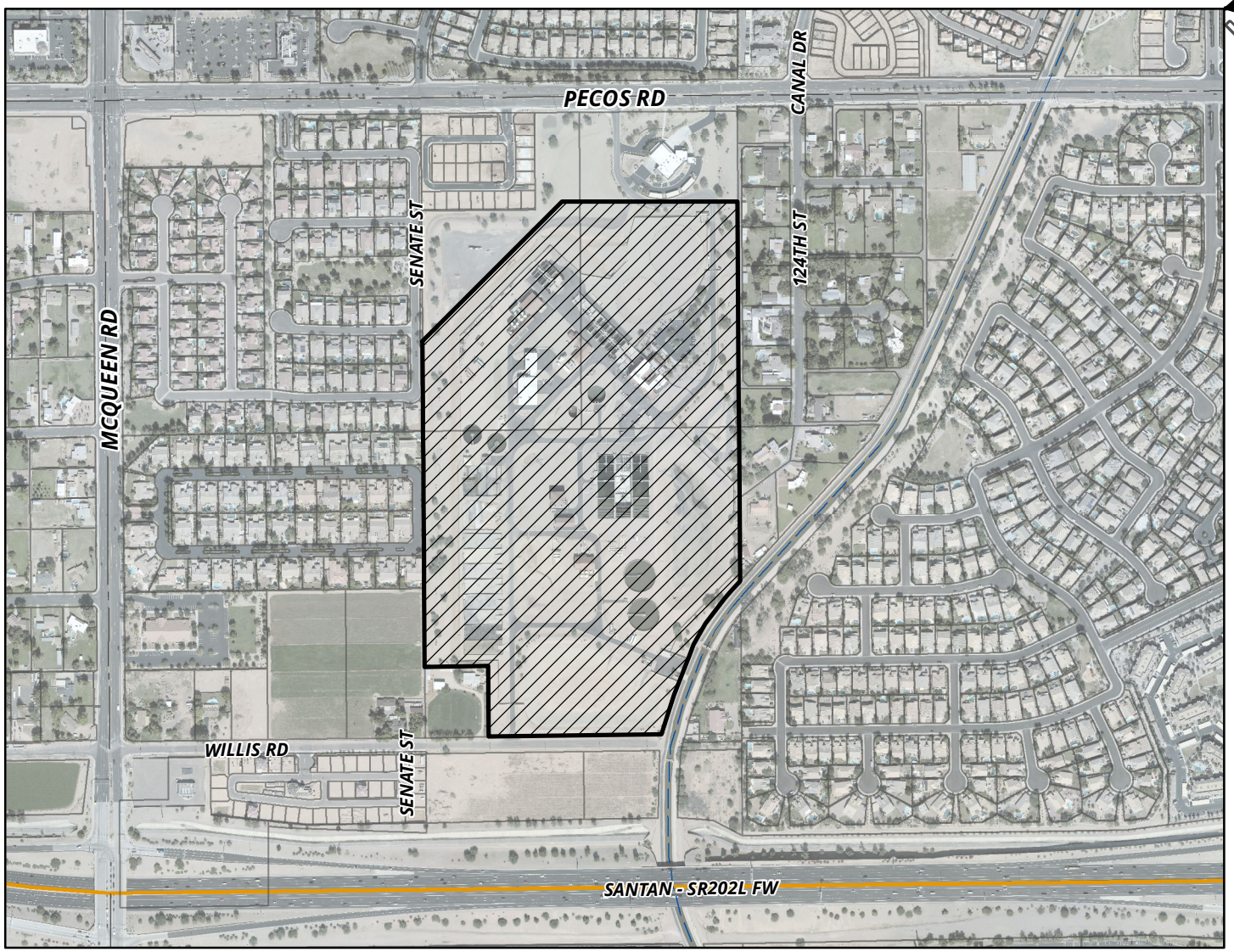
Attachments

Location Map
Agreement

CHANDLER
arizona

PECOS SURFACE WATER TREATMENT PLANT SCADA UPGRADES PROJECT NO. WA2103.201





MEMO NO. CP21-167

PROJECT SITE

NTS

ChanGIS

F:\ENGINEER\GENSERV_ArcMap_Shared\Map Requests\Capital Projects\CP21-167 PECOS SURFACE WATER TREATMENT PLANT SCADA UPGRADES\CP21-167.mxd 6/2/2021 MARICELAH

PROFESSIONAL SERVICES AGREEMENT
Design Services
PECOS SURFACE WATER TREATMENT PLANT SCADA UPGRADE

Project No. WA2103.201

Council Date: July 15, 2021 Item No.

THIS AGREEMENT ("Agreement") is made and entered into on the _____ day of_____, 2021 ("Effective Date"), by and between City of Chandler, an Arizona municipal corporation, ("City"), and **Jacobs Engineering Group Inc.**, a Delaware corporation, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. City proposes to engage Consultant to provide Design Services for **PECOS SURFACE WATER TREATMENT PLANT SCADA UPGRADE** project as more fully described in **Exhibit "A"**, which is attached to and made a part of this Agreement by this reference.

B. Consultant is ready, willing, and able to provide the services described in **Exhibit "A"** for the compensation and fees set forth and as described in **Exhibit "B"**, which is attached to and made a part of this Agreement by this reference.

C. City desires to contract with Consultant to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Consultant agree as follows:

SECTION I--CONSULTANT'S SERVICES

Consultant must perform the services described in **Exhibit "A"** to City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Consultant under this Agreement must be performed in a skilled and workmanlike manner. All fixtures, furnishings, and equipment furnished by Consultant as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION II--PERIOD OF SERVICE

Consultant must perform the services described in **Exhibit "A"** for the term of this Agreement. Unless amended in writing by the Parties, the Agreement term expires **495** calendar days after the Notice to Proceed (NTP) Date.

SECTION III--PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Consultant's compensation and fees as more fully described in **Exhibit "B"** for performance of the services approved and accepted by City under this Agreement must not exceed **$4,142,272** for the full term of the Agreement. Consultant may not increase any compensation or fees under this Agreement without the City's prior written consent. Consultant must submit monthly requests for payment of services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subconsultant's or supplier's actual requests for payment plus similar narrative and listing of their work. Consultant must submit an Application and Certification for Payment Sheet with the monthly request for payment to: CapitalProjects.Payables@chandleraz.gov. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on the service during the preceding month. All requests for payment must be submitted to City for review and approval. City will make payment for approved and accepted services within 30 calendar days of City's receipt of the request for payment. Consultant bears all responsibility and liability for any and all tax obligations that result from Consultant's performance under this Agreement.

SECTION IV--CITY'S OBLIGATIONS

As part of Consultant's services under this Agreement, City will provide furnished items, services, or obligations as detailed in **Exhibit "D"**.

SECTION V--GENERAL CONDITIONS

5.1 Notices. Unless otherwise provided herein, demands under this Agreement must 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:	City of Chandler Public Works & Utilities Department Attn: CIP City Engineer P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008 Phone: 480-782-3343 Email: andrew.goh@chandleraz.gov
With a Copy to:	Gina Ishida-Raybourn, Project Manager City of Chandler Public Works & Utilities Department P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008 Phone: 480-782-3584 Email: gina.ishida-raybourn@chandleraz.gov
To Consultant:	Jacobs Engineering Group Inc. 101 N. 1st Ave., Ste. 2600, Phoenix, AZ 85003 Statutory Agent Name: C T Corporation System Statutory Agent Physical Address: 3800 N. Central Ave., Ste. 460 Phoenix, AZ 85012 Statutory Agent Mailing Address: (if different from Physical) Consultant's Authorized Project Representative: Name: Roman Aguirre Title: Vice President Physical Address: 1501 W. Fountainhead Pkwy., Ste. 401 Tempe, AZ 85282 Mailing Address: Phone: 602-402-3494 Email: roman.aguirre@jacobs.com

5.2 Records/Audit. Records of Consultant's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between City and Consultant must be kept on the basis of generally accepted accounting principles and must be made available to City and its auditors for up to three years following City's final acceptance of the services under this Agreement (this requirement is increased to five years if construction of this project is federally funded). City, its authorized representative, or any federal agency, reserves the right to audit Consultant's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from Consultant following final contract payment on this Agreement if, upon audit of Consultant's records, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data. Consultant will include a similar provision in all of its contracts with subconsultants who provide services under the Agreement to ensure that City, its authorized

representative, or the appropriate federal agency, has access to the subconsultants' records to verify the accuracy of all cost and pricing data. City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from Consultant following final payment on this Agreement if the above provision is not included in subconsultant agreements, and one or more subconsultants refuse to allow City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, Consultant will be liable for reimbursement of the reasonable, actual cost of the audit.

5.3 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by City. However, before any modified work is started, a written amendment must be approved and executed by City and Consultant. Such amendment must not be effective until approved by City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to Consultant may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra services or materials furnished by Consultant will be allowed by City except as provided herein, nor must Consultant do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by Consultant without prior written authorization will be at Consultant's own risk, cost, and expense, and Consultant hereby agrees that without written authorization Consultant will make no claim for compensation for such work or materials furnished.

5.4 Termination. City and Consultant hereby agree to the full performance of the covenants contained herein, except that City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by Consultant. In the event City abandons or suspends the services, or any part of the services as provided in this Agreement, City will notify Consultant in writing and immediately after receiving such notice, Consultant must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, Consultant must deliver to City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by City. Consultant must appraise the work Consultant has completed and submit Consultant's appraisal to City for evaluation. City may inspect Consultant's work to appraise the work completed. Consultant will receive compensation in full for services performed to the date of such termination. The fee will be paid in accordance with Section Ill of this Agreement, and as mutually agreed upon by Consultant and City. If there is no mutual agreement on payment, the final determination will be made in accordance with the "Disputes" provision in this Agreement. However, in no event may the fee exceed the fee set forth in Section Ill of this Agreement nor as amended in accordance with Section "Alteration in Character of Work." City will make the final payment within 60 days after Consultant has delivered the last of the partially completed items and the Parties agree on the final fee. If City is found to have improperly

terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.5 Indemnification. To the extent permitted by law, the Consultant ("lndemnitor") must indemnify, save and hold harmless City and its officers, officials, agents and employees ("lndemnitee") from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) ("Claims") caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Consultant or any of its owners, officers, directors, agents, employees, or subconsultants in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of Consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Consultant must indemnify lndemnitee from and against any and all Claims, except those arising solely from lndemnitee's own negligent or willful acts or omissions. Consultant is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, Consultant agrees to waive all rights of subrogation against lndemnitee for losses arising from or related to this Agreement. The obligations of Consultant under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Consultant must procure insurance under the terms and conditions and for the amounts of coverage set forth in **Exhibit "C"** against claims that may arise from or relate to performance of the work under this Agreement by Consultant and its agents, representatives, employees, and subconsultants. Consultant and any subconsultant must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. City in no way warrants that the minimum limits stated in **Exhibit "C"** are sufficient to protect Consultant from liabilities that might arise out of the performance of the work under this Agreement by Consultant, Consultant's agents, representatives, employees, or subconsultants. Consultant is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. Consultant agrees to provide City such other duly executed documents as may be reasonably requested by City to implement the intent of this Agreement.

5.8 Successors and Assigns. City and Consultant each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither City nor Consultant may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and City.

5.9 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between Consultant and City, the final

determination at the administrative level will be made by City Engineer.

5.10 Completeness and Accuracy of Consultant's Work. Consultant must be responsible for the completeness and accuracy of Consultant's services, data, and other work prepared or compiled under Consultant's obligation under this Agreement and must correct, at Consultant's expense, all willful or negligent errors, omissions, or acts that may be discovered. Correction of errors disclosed and determined to exist during any construction of the project on architectural or engineering drawings and specifications must be accomplished by Consultant. The cost of the design necessary to correct those errors attributable to Consultant and any damage incurred by City as a result of additional construction costs caused by such engineering or architectural errors will be chargeable to Consultant and will not be considered a cost of the Work. The fact that City has accepted or approved Consultant's work will in no way relieve Consultant of any of Consultant's responsibilities.

5.11 Reporting. Written monthly reports, along with updated work schedules, will be made by Consultant in the format prescribed by City. These reports will be delivered to City per schedule. When requested by City, Consultant will attend Council meetings and provide finished documents including correspondence for Council action, supporting charts, graphs, drawings and colored slides of same.

5.12 Withholding Payment. City reserves the right to withhold funds from Consultant's payments up to the amount equal to the claims City may have against Consultant until such time that a settlement on those claims has been reached.

5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Consultant. For this Agreement Consultant constitutes an independent contractor. Any provisions in this Agreement that may appear to give City the right to direct Consultant as to the details of accomplishing the work or to exercise a measure of control over the work means that Consultant must follow the wishes of City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, Consultant must submit to City detailed resumes of key personnel that will be involved in performing services prescribed in the Agreement. City hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that Consultant desires to change key personnel while performing under the Agreement, Consultant must submit the qualifications of the new personnel to City for prior approval. Key personnel include, but are not limited to, principals-in-charge, project manager, and project Consultant. Consultant will maintain an adequate and competent staff of qualified persons, as may be determined by City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If City objects, with reasonable cause, to any of Consultant's staff, Consultant must take prompt corrective action acceptable to City and, if required, remove such personnel from the Project and replace with new personnel agreed to by City.

5.16 Consultants or Subconsultants. Prior to beginning the work, Consultant must furnish City for approval the names of consultants or subconsultants to be used under this Agreement. Any subsequent changes are subject to City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Federal Laws. Consultant understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. Consultant agrees to comply with these laws in performing this Agreement and to permit City to verify such compliance.

5.19 No Israel Boycott. By entering into this Agreement, Consultant certifies that Consultant is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits City from awarding a contract to any consultant who fails, or whose subconsultants fail, to comply with A.R.S. § 23-214(A). Therefore, Consultant agrees Consultant and each subconsultant it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Consultant's or subconsultant's employee who provides services under this Agreement to ensure that Consultant and subconsultants comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Covenant Against Contingent Fees. Consultant warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Consultant's firm. For breach or violation of this warrant, City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.24 Disclosure of Information Adverse to City's Interests. To evaluate and avoid potential conflicts of interest, Consultant must provide written notice to City, as set forth in this Section, of any work or services performed by Consultant for third parties that may involve or be associated with any real property or personal property owned or leased by City. Such notice must be given 7 business days prior to commencement of the services by Consultant for a third party, or 7 business days prior to an adverse action as defined below. Written notice and disclosure must be sent in accordance with Section 6.7 above. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against City; or (c) using data to produce income for Consultant or its employees independently of performing the services under this Agreement, without the prior written consent of City. Consultant represents that except for those persons, entities, and projects identified to City, the services performed by Consultant under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to City's interests. Consultant's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.25 Data Confidentiality and Data Security. As used in the Agreement, "data" means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to Consultant or its subconsultants in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to Consultant or its subconsultants in connection with Consultant's or its subconsultant's performance of this Agreement is confidential and proprietary information belonging to City. Except as specifically provided in this Agreement, Consultant or its subconsultants must not divulge data to any third party without City's prior written consent. Consultant or its subconsultants must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to Consultant or its subconsultants have first given the required notice to City: (a) data which was known to Consultant or its subconsultants prior to its performance under this Consultant or its subconsultants by a third party, who to the best of Consultant's or its subconsultants' knowledge and belief, had the legal right to make such disclosure and Consultant or its subconsultants are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which Consultant or its subconsultants are subject. In the event Consultant or its subconsultants are required or requested to disclose data to a third party,

or any other information to which Consultant or its subconsultants became privy as a result of any other contract with City, Consultant must first notify City as set forth in this Section of the request or demand for the data. Consultant or its subconsultants must give City sufficient facts so that City can be given an opportunity to first give its consent or take such action that City may deem appropriate to protect such data or other information from disclosure. All data must continue to be subject to the confidentiality agreements of this Agreement. Consultant or its subconsultants assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate City if any of the provisions of this Section are violated by Consultant, its employees, agents or subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Consultant agrees that the requirements of this Section must be incorporated into all subagreements entered into by Consultant. A violation of this Section may result in immediate termination of this Agreement without notice.

5.26 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Consultant or its subconsultants. At a minimum, Consultant or its subconsultants must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Consultant or its subconsultants in connection with this Agreement is believed to have been compromised, Consultant or its subconsultants must immediately notify City contact. Consultant agrees to reimburse City for any costs incurred by City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Consultant agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Consultant. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Consultant or its subconsultants under this Section must survive the termination of this Agreement.

5.27 Jurisdiction and Venue. This Agreement is made under, and must 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. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.28 Survival. All warranties, representations, and indemnifications by Consultant must survive the completion or termination of this Agreement.

5.29 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or

effective unless in writing and signed by the Parties.

5.30 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.31 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

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

5.33 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.34 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than City and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and Consultant and not for the benefit of any other party.

5.35 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in **Exhibit "A"**, the provisions in this Agreement prevail.

5.36 Document/Information Release. Documents and materials released to Consultant, which are identified by City as sensitive and confidential, are City's property. The document/material must be issued by and returned to City upon completion of the services under this Agreement. Consultant secondary distribution, disclosure, copying, or duplication in any manner is prohibited without City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.37 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A - Scope of Services / Schedule
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions
Exhibit E – Federal Requirements (if applicable)

5.38 Special Conditions. As part of the services Consultant provides under this Agreement, Consultant agrees to comply with and fully perform the special terms and conditions set forth in **Exhibit "D"**, which is attached to and made a part of this Agreement.

5.39 Non-Discrimination and Anti-Harassment Laws. Consultant must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.40 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Consultant must maintain all applicable City, state, and federal licenses and permits required to fully perform Consultant's services under this Agreement.

5.41 Warranties. Consultant must furnish a one-year warranty on all work and services performed under this Agreement. Consultant must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Consultant, subconsultants or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Consultant (including, but not limited to, all parts and labor) at Consultant's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to City on or before City's final acceptance of Consultant's services under this Agreement.

5.42 Cooperative Purchasing Agreement (S.A.V.E. – Strategic Alliance for Volume Expenditures). In addition to City of Chandler and with the approval of Consultant, this Agreement may be extended for use by other municipalities, school districts, and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter, or procurement rules and regulations of the respective political entity.

5.43 Budget Approval into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council.

SIGNATURE PAGE TO FOLLOW

This Agreement will be in full force and effect only when it has been approved and executed by the duly authorized City officials.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"CITY"
CITY OF CHANDLER

_____
MAYOR

Recommended By:

_____
Andrew Goh, P.E.
CIP City Engineer

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
City Clerk Seal

"CONSULTANT"
Jacobs Engineering Group Inc.

_____ 6-29-21
Signature Date

Roman J. Aguirre
Print Name

Vice President
Title

Roman.Aguirre@jacobs.com
Signer Email Address

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

Jacobs

CHANDLER PECOS SURFACE WATER TREATMENT PLANT

SCADA UPGRADES

Scope of Work

June 21, 2021

Project Understanding and Background

The City of Chandler Pecos Surface Water Treatment Plant (Pecos SWTP), located at 1475 East Pecos Road, was put into service in 1989. Pecos SWTP produces drinking water for the City's residents and businesses. Additionally, the control of the City's water distribution network is also housed at Pecos SWTP. In order to protect the health and safety of the water customers, City staff relies heavily on automation to reliably communicate with water facilities. This automation is in the form of the Supervisory Control and Data Acquisition (SCADA) system. SCADA controls and monitors Pecos SWTP and several remote facilities. Beyond system control, SCADA also captures numerous data points for system analysis and regulatory reporting. The City's 2019 SCADA Master Plan identified a project to replace the existing Foxboro system.

Pecos SWTP SCADA Upgrade project will modernize and improve the City's existing system and will include upgrades to legacy hardware and software. The project will replace the existing Foxboro I/A Distributed Control System (DCS) with Modicon PLCs and Wonderware HMI. This effort will entail hardware replacement, upgrades to operational technology (OT) (i.e. the systems that control and monitor treatment plant functions), and integration with remote facilities and possible replacement of other obsolete equipment, such as power supplies or radio components. The project will include procurement and installation of new virtual machine servers, software packages, Win911 applications with cellular modem and domain servers, and creation of SCADA software screens. No treatment process upgrades are contemplated. The project will use a Construction Manager at Risk (CMAR) delivery approach and is expected to be completed on a fixed budget and schedule.

This document describes the scope of work for services to be provided by Jacobs Engineers (ENGINEER) for the City of Chandler (City and OWNER) for the SCADA Upgrade Project at Pecos SWTP. The SCADA services will allow the City to meet its top priorities, including:

1. Migrating from the Foxboro system to the Modicon/Wonderware system at Pecos SWTP to prepare for a utility-wide conversion.
2. Updating the control descriptions and HMI programming at the Pecos SWTP to be consistent with current desired operations.
3. Adding functionality for process control and collection of operations information throughout the Pecos SWTP.
4. Assessing the communications interface at the water remote sites with the new Modicon/Wonderware system and upgrading equipment as required for seamless service.
5. Developing more detailed standards for SCADA software and HMI screens for utility with Pecos SWTP based on the City SCADA Governance documents, setting the example for the other utility facilities.

The goal is to complete the SCADA upgrade work at Pecos SWTP to set the standard for upgrades planned at other OWNER facilities as the utility migrates to the Modicon/Wonderware platform utility-wide and phases out the Foxboro system. The work will be performed in the following phases:

- Phase 1 – Project Definition
- Phase 2 – Preliminary Design
- Phase 3 – Detailed Design
- Phase 4 – Phased Implementation and Commissioning (not included in this scope of work / to be added by amendment)
- Phase 5 – Project Management

General Assumptions

The following general assumptions are applicable to all tasks:

i. Budgets will be managed at the Phase and Main Task level. Jacobs will track task budget overruns and underruns within the overall project budget. Any scope changes will be accommodated within the overall project budget to the extent possible; Jacobs will inform the City on any changes that may require additional funds via a change order.

ii. To facilitate rapid distribution of information, deliverables will be furnished electronically wherever possible. Unless otherwise indicated, final deliverables will be provided as native electronic files (Microsoft Word®, Microsoft Excel ®, Microsoft Access ®, and AutoCAD ® as appropriate). Reproduction of any additional required copies shall be performed by the OWNER.

iii. The ENGINEER will use set up a project site as a repository for all electronic deliverables to be shared with the OWNER via file transfer protocol (FTP), SharePoint, or Microsoft® Teams.

iv. The Project Manager and/or Design Manager will attend all workshops. Subject matter experts (SMEs) and discipline staff will attend as appropriate for the specific topic.

v. Interactive workshops will be used to gather information, guide development, and to review draft work products on these products. Workshops will be conducted at Pecos SWTP or remotely. Travel for workshops is estimated in the expenses estimate provided with the LOE attached.

vi. The OWNER will conduct the scheduling and coordination of necessary participants of City staff as well as contract operations staff necessary to have efficient meetings and workshops. The OWNER' s Project Manager will coordinate with City's staff to ensure optimal participation at workshops and meetings.

vii. Unless otherwise noted, where draft work products are delivered to the OWNER, review comments will be furnished to the ENGINEER within 10 working days of receipt of the work product. Comments will be incorporated into the final documents and issued to the OWNER' s staff within 10 business days of receiving comments.

viii. When the OWNER reviews an ENGINEER work product, comments shall be provided as a single electronic file. Prior to furnishing to ENGINEER, the OWNER shall screen and adjudicate all review comments to remove redundant or conflicting comments, or comments that are contrary to the direction of the OWNER's Project Manager. The exception to this would be review comments from Development Services which will be provided directly from the review department.

ix. The OWNER will contract directly with a CMAR contractor and will coordinate with the contractor on their involvement on the project, including but not limited to participation in workshops and meetings, and review of ENGINEER work products in parallel to OWNER reviews.

x. The OWNER will provide access to facilities and will assist the ENGINEER with any necessary entry permits, scheduling, notification, and other requirements to gain access to perform work as outlined below.

xi. All assessments, design, and implementation of radio equipment upgrades will be performed under the CMAR contract.

xii. No life safety improvements (fire alarm) are required in existing facilities due to this work.

xiii. No physical security systems such as cameras, card swipes, and door actuators are required in existing facilities due to this work.

xiv. No new end devices such as instrumentation, VFDs, MCCs, and valve actuators are required in existing facilities due to this work. All work that will accommodate these types of devices will be for devices that are already existing at the facilities. If a new end device is requested by the Owner, a formal notification by the OWNER's Project Manager will be required and the fee for this additional work will come from an allowance.

xv. The design costs are based on the plant SCADA system requiring approximately 3200 input/output (I/O), which will require up to 500 design drawings including 400 I/O drawings (assuming 8 I/O points per drawing) plus additional 100 miscellaneous drawings required to convey the work to the CMAR and document the installation. This includes the I/O for existing systems on the Foxboro SCADA indicated in the 2005 plant expansion specifications for both the conventional and Actiflo trains, and areas of the plant that are currently operating but not on Foxboro SCADA system, but that will be added to the new Wonderware system (Preseds, Conventional Basins, Gravity Thickener, Belt Press, and High PSI Pump Station). This does not include vendor panels, which are covered with an allowance.

xvi. The work is estimated for Phases 1, 2, 3 and 5, only. The rough estimated fees for Phases 2 and 3 are assumed to be conservative; it is anticipated that the scope for Phases 2 and 3 will be refined during initial delivery under Phase 1. The Phase 2 and 3 budgets will be revised as necessary. Phase 4 scope and fee will be estimated during detailed design and may be added via amendment. Project Management is estimated only through detailed design and additional effort will be included in the Phase 4 amendment.

xvii. The ENGINEER anticipates Phases 1, 2, 3 and 5 to be completed by November 30, 2022 assuming an August 1, 2021 NTP, as indicated in the project schedule attached (total duration of 16 months). Phase 4 will be added by amendment and the remaining completion schedule will be determined during design. A more detailed overall project delivery schedule will be developed, working together with the City's personnel, after award of contract as part of the Project Execution Plan and will be updated at key milestones in the project.

1. Phase 1: Project Definition

Phase 1 includes conducting a thorough and transparent discovery to best define the work and potential issues for the new SCADA system migration, including software/programming philosophies, communications integrity and security concerns with the existing system.

The scope of work for SCADA Phase 1 includes the following main tasks:

Phase 1: Project Definition
1.1 - Existing Documentation Review
1.2 - Site Assessments and Evaluation
1.3 - Interviews
1.4 - Project Definition Development Workshops
1.5 - SCADA System Security Workshop
1.6 - Preliminary Cost Estimates, Prioritization and Budget Reconciliation
1.7 - Project Definition Report/Summary Workshop
1.8 - Control Room Relocation Collaboration
1.9 - SCADA HMI Standards and Requirements Development

1.1 Existing Documentation Review

The purpose of this task is to document the existing SCADA system and control components from the supervisory control network down to the remote site PLCs to enhance understanding of the OWNERS' existing systems. This initial task inventories the existing SCADA network and equipment, servers and client workstations, SCADA software, communication networks, and remote site controllers (PLCs and/or RTUs). This includes a summary of all major SCADA and communications equipment by type, location, and condition.

During or after the visit, the ENGINEER will debrief Operations, Maintenance, and Engineering Staff to document any relevant knowledge regarding the current condition, configuration, functionality, and adequacy of the existing control systems.

Execution of this task includes:

- Gather Information
  a) Identify Information Sources.
     i) Identify documentation required for review.
     ii) Network Diagrams.
     iii) Block Diagrams.
     iv) IP Addressing Information.
     v) Asset Information.
     vi) Configuration Information (Hardware/Software, Firmware Versions).
     vii) Software List (e.g., Security, Management, Monitoring).
     viii) Physical Network Diagrams.
     ix) I/O list.
     x) Service contracts.
     xi) Vendor/Equipment POC List.
     xii) Circuit Information.
  b) Evaluate information accuracy, age, and identify gaps.
  c) Develop plan to obtain missing or required information.
  d) Prepare "Jacobs Omni" forms for data field collection.
  e) Review OWNER'S most recent version of the SCADA master plan.

f) Studies.
g) Specifications.
h) SCADA system maintenance and operational procedures.
i) Business integration architecture.
j) Programming standards.
k) Alarm management standards.
l) Historian standards.
m) Document management procedures.
n) Identify capital projects impacting Pecos WTP and the control system at Pecos (current and future).

- Perform Site Visits
  a) Identify Sites and schedule for site visits.
  b) Document all control system assets at Pecos and each of 66 remote water sites.

1.1.1 Deliverables

System listing in Microsoft Excel format that will include the following information:

a) System Name.
b) System Description including Software, Controllers.
c) Current State of Functionality, condition, and adequacy.
d) Vulnerabilities, including both causal and any mitigating factors found.
e) Network connectivity, bandwidth, and hardware.
f) Relevant Unique Features and Details.
g) Key Contacts for the System (e.g,, Plant, Station).

1.2 Site Assessments and Evaluation

The ENGINEER will conduct system assessment for Pecos SWTP and all water remote facilities to enhance understanding of the OWNERS' existing systems: computers, controllers, software, equipment, communications networks, and security provisions.

During or after the visit, the ENGINEER will debrief the water/wastewater Operations, Maintenance, and Engineering Staff to document any relevant knowledge regarding the current condition, configuration, functionality and adequacy of the existing plant and remote control systems.

1.2.1 Deliverables

- Draft and Final Site Assessment.

1.3 Interviews

Informal interviews during site assessments will provide insight into desired functionality, existing SCADA system idiosyncrasies, history, procedures, and improvement ideas. Formal interviews will also be conducted with functional groups to understand, interactions with other groups, roles and responsibilities, potential improvements, and functional requirements.

1.3.1 Deliverables

- Draft and Final Site Assessment.

1.4 Project Definition Development Workshops

ENGINEER will conduct a series of workshops with management, operations, Information Technology (IT), and engineering during project definition. These workshops will be designed to build consensus within the City stakeholders on priorities and recommended approaches and strategies for the SCADA Upgrade. Workshops include:

- Approaches for cutting-over the new SCADA system. Topics will include the following:
  - Requirement for a temporary network infrastructure to keep the plant functional.
  - The sequence for cutting over the new SCADA system.
  - The effects to outside agencies.
- Review of procurement strategies for networking and SCADA equipment.
- Identification of additional end devices requested by staff that will be included with the design (see allowances).
- Identification of equipment that will be operated and monitored remotely that is not tied into the existing SCADA system (see allowances).

1.4.1 Assumptions

- Two 2-hour workshops.

1.4.2 Deliverables

- Workshop summary materials and notes.

1.5 SCADA System Security Workshop

ENGINEER will review the City's water SCADA system and compare it to industry cybersecurity best practice and guides, such as NIST SP 800-82, ANSI/ISA 62443, and AWWA G430. A "Defense in Depth" strategy will be employed to maximize the security posture against current threats and develop an overall security posture and planning for the SCADA improvements. Technical items that will be reviewed in the workshop include:

- Redundancy.
- Backup and disaster recovery.
- Asset management.
- Network and system security.
- Logging and monitoring.
- Least privilege access.
- System life cycle.
- Secure procurement.
- Data protection.
- Change management.

We will evaluate and document connectivity and network transports in identified LANs and the overall WAN. Any gaps in those areas will be documented for consideration.

1.5.1 Assumptions

- One 4-hour workshop.
- OWNER will provide access to system as required to perform the assessment.

1.5.2 Deliverables

- Draft and Final Cyber Security Assessment.

1.6 Preliminary Cost Estimates, Prioritization and Budget Reconciliation

An Association for the Advancement of Cost Engineering (AACE) Class 5 cost estimate will be prepared for the desired upgrades. Based on budget guidelines from the City, the team will prioritize project elements and reconcile needs. The project definition that meets the OWNER'S budgetary constraints will go forward.

1.6.1 Assumptions

- Develop Engineer's Opinion of Probable Construction Costs based on an AACE Class 5 cost estimate.

1.6.2 Deliverables

- AACE Class 5 cost estimate.
- Prioritization of Items and Final Project Definition.

1.7 Project Definition Summary Workshop

A workshop presentation will be prepared to document the findings and decisions of this phase of the work to be used as a framework for design.

1.7.1 Deliverables

- Project Definition Presentation.

1.8 Control Room Relocation Collaboration

ENGINEER will coordinate with OWNER'S architectural consultant (ARCHITECT) to collaborate on requirements for relocating the plant control room within the existing Operations Building. The ENGINEER will participate in a workshop led by the ARCHITECT, and review concept design prepared by the ARCHITECT. Server room HVAC system specifications and requirements for UPS will be included in the review.

1.8.1 Assumptions

- One workshop, 2 hours in length, attended by up to 4 ENGINEER staff.
- Review of Conceptual Design from ARCHITECT.

1.8.2 Deliverables

- Participation in collaborative workshops.
- Review comments.

1.9 SCADA HMI Standards and Requirements Development

The ENGINEER will prepare a draft and final SCADA HMI standards and requirements document documenting the programming standards and associated control system components. The ENGINEER will facilitate multiple two-hour workshops to present the SCADA standards and requirements document to key stakeholders. This will include a meeting agenda, presentation, and meeting minutes. The SCADA system programming standards would include development of the following elements:

- Unified standard PLC I/O tag format. Define the tag structure so that it meets future expansion needs and in the same time it provides exhaustive information (through encoding) of physical local.

- Standard PLC data sets or function blocks for typical field devices – valve (with discrete and analog positioner), motor with and without VFD, power monitor. Specific needs from each device will be identified such as read signals, alarms with priorities, control capabilities, calculated statistical information, historical tags list.
- Standard object-oriented HMI and OIT graphic. standards defining color conventions based on High Performance Graphics design.
- Standard object-oriented HMI and OIT graphics alarm visualization conventions based on High Performance Graphics design.
- Standard HMI and OIT graphics overview symbol design symbol shape and data presented for individual device at site overview screens, based on High Performance Graphics design.
- Standard object-oriented HMI and OIT graphics faceplate design – content of data presented and structure for presentation. The focus is on alarm control and monitoring, control status and controls input, operations state, historical data and operations notes based on High Performance Graphics design.
- Standard HMI navigation scheme based on High Performance Graphics design, if desired. • Historian configuration scheme review.
- Security Definition: Defining operator login and security groups requirements. Assign to object templates.
- Alarm Definition per ISA 18.2 guidelines to manage and minimize nuisance alarms.
- Scripting: Assessing levels of scripting provided in the existing SCADA. Reviewing scripting methods and make recommendations for standardized approach and implementation.
- Navigation Methods and Graphics: Defining system screen layout and navigation methods, for intuitive oversight and monitoring of the complete Pecos Water Treatment system.
- Historian Configuration Standards: This includes data storage requirements, data transfer rates, store and forward requirements, trending and archiving requirements, and a data backup scheme.
- Interfaces and Custom Applications: Evaluating other SCADA related applications and interfaces, including Historian, Reporting, Scheduling Tool, Flow and Pressure Tool, weather station, cameras, and particle monitoring. Making recommendations for planning and alignment with overall SCADA improvement project.
- SCADA System Document Management Procedure: Maintain the latest files, to track the revisions, and to secure the files. This includes engineering standard specifications, PLC and HMI configuration files, network architecture diagrams, SCADA system standards, network communication diagrams and configurations, and control system hardware inventory.

1.9.1 Assumptions

- Existing programming standards will be provided to Jacobs.

1.9.2 Deliverables

- Draft and Final SCADA HMI Standards document.

2. Phase 2: Preliminary Design

Phase 2 includes conducting preliminary design (approximately 30% concepts) for the SCADA upgrades to do the important research to ensure that the concepts of the detailed design are feasible and have been fully vetted. The objective of this phase is to develop preliminary design in collaboration with CMAR to ensure the plan is constructible, efficient and thorough.

The scope of work for SCADA Phase 2 includes the following main tasks:

Phase 2: Preliminary Design
2.1 - Design Drawing and Specification Lists
2.2 - Preliminary Design Report
2.3 - Develop Conceptual Network Design
2.4 - CMAR Construction Planning Workshops
2.5 - Cost Estimates Review and Tracking

2.1 Design Drawing and Specification Lists

A list of anticipated drawings that will be needed by the time the project reaches 100% complete and a list of technical specifications anticipated to be needed for construction will be generated. Jacobs will review the City's General Conditions and Construction Contract and providing specifications that will work with those documents. The format of the documents will match the standard format for the City specifications, which is the latest version of the CSI specifications.

2.1.1 Deliverables

- Draft and Final Design Drawing List.
- Draft and Final Specifications List.

2.2 Preliminary Design Report

The above-mentioned design elements, Phase 1 workshop meeting minutes, decisions, and technical memorandums will be captured in a unified Preliminary Design Report (PDR). This document will summarize and memorialize all design decisions and directions for the team and for the City and will be the cornerstone of the remaining design phases. The PDR will also incorporate the following:

- A discussion of the overall construction phasing and staging plan for each portion of the work.
- Product literature of major components or equipment being proposed.
- List of proposed specifications.
- Preliminary drawing list.
- Design criteria to be used in the development of the design documents.
- Preliminary construction cost opinion.
- Preliminary estimate of construction schedule.
- Identification of allowable outage durations, timing, required advanced notice, and primary and secondary OWNER's point of contact. These constraints will be added to the contractual construction documents as a Special Provision.

Prior to submitting the report to the OWNER, the ENGINEER will perform a comprehensive QA/QC review of this document. ENGINEER will incorporate OWNER'S comments prior to finalizing and issuing the final PDR.

ENGINEER will conduct a workshop to review the draft PDR with the City. Documentation of meetings with the City and a summary decision log made during the meetings will be provided with the final report.

2.2.1 Deliverables

- Draft and Final PDR.

2.3 Develop Conceptual Network Design

ENGINEER will develop a conceptual SCADA system network architecture to meet the requirements defined by the OWNER'S standards utilizing the latest proven technology. Design will be presented and reviewed at a workshop. To achieve a uniform, fully integrated enterprise-wide SCADA system we employ the following guiding principles:

- Provide a system that is simple to operate and maintain.
- Achieve network infrastructure redundancy and security for high availability.
- Provide O&M staff with visual context for understanding and interpreting data.
- Confirm the new system is fully validated and operational prior to taking the existing system offline.

The following elements will be considered for the network design:

- Plant to remote site and in-plant communications system architecture.
- Radio communications architecture.
- Assessment of long-term viability of various frequency bandwidths and technologies.
- Reliability, redundancy and configuration assessment, including failure mode analysis and responsiveness criteria.
- Alternative analysis of long-term communications system
- Cyber Security.
- Secure cellular network for remote facilities.

2.3.1 Assumptions

2.3.2 Conceptual schematic drawings in Visio will be developed to convey the design. No specs will be developed at this pointDeliverables

- Draft and Final Conceptual Network Design.

2.4 CMAR Construction Planning Workshops

ENGINEER will coordinate with the CMAR on developing the best approach to implement the work. Specific approaches for how to best approach constructability, sequencing, and maintaining plant operations will be addressed. Four CMAR workshops are assumed for this preliminary design phase.

During this phase, our design team will again confirm the planned switchovers and transitions to the new systems. The ENGINEER will develop a summary of work specifications to provide the appropriate constraints to convey the switchover intent and plan to the contractor. The specification will accomplish the following tasks:

- Provide a listing of switchover activities that will affect production systems operations. The CMAR Contractor will need to consider these when developing their construction schedule.
- Prescribe the length of interruption to different processes, such as a given well or pump.
- Provide the limits on the number of process equipment that can be taken out of service at a given time Diurnal constraints on time may dictate some work be performed at night or a different season.
- Require prerequisite activities be completed and conditionally accepted by OWNER prior to performing subsequent work.
- Specify appropriate notice for all work activities.

2.4.1.1 Assumptions

- Up to 4 CMAR workshops, 4 hours each.

2.4.1.2 Deliverables

- Meeting Agendas.
- Meeting Minutes.
- Preliminary Concepts for Phased Implementation and MOPOs.

2.5 Cost Estimates Review and Tracking

Preliminary costs will be updated by the CMAR using a cost model. ENGINEER will collaborate with CMAR and review their cost model at key milestones. ENGINEER and CMAR will develop preliminary concepts for phased Guaranteed Maximum Prices (GMPs) and implementation.

2.5.1 Assumptions

- CMAR will provide detailed market pricing as available.

2.5.2 Deliverables

- Review comments on CMAR Cost Model.
- Preliminary Concepts for Phased GMP Development.

3. Phase 3: Detailed Design

Phase 3 includes conducting detailed design for the SCADA Upgrades to produce final 100% design documents. The PDR will be used as the roadmap to develop the detailed design and subsequent construction documents. The concepts and decisions presented and approved from the preliminary design phase will be further developed into drawings and specifications in such detail to communicate the scope of work. During this phase, not all elements and design features will be completely detailed; however, the design will be completed enough to rule out fatal flaws. The objective of this phase is to develop efficient design re-using existing cabinetry, conduits and wiring where possible to maximize use of the City's investment and minimize plant or process outages, and provide the best value GMP.

The scope of work for SCADA Phase 3 includes the following main tasks:

Phase 3: Detailed Design
3.1 - Detailed Design Development
3.2 - Migration (Cut Over) Plan and MOPOs
3.3 - Final Construction Documents
3.4 - City Code Review Coordination
3.5 - GMP Cost Tracking and Development by CMAR
3.6 - GMP Review

3.1 Detailed Design Development

The following elements will be evaluated, designed, and illustrated in construction drawings and specifications to progress the design to approximately (80-90%) for draft design documents:

- Network block diagrams, including all PLCs, workstations, servers, operator interface terminals, switches, routers, media converters, and protocol converters.
- System-wide block diagram that includes all servers, switches, routers, and media converters that are used for wide area communications.
- Building, room, and panel/cabinet will be identified for each device.
- Cable layout and network protocols will be identified for each communications path.
- Each strand of multi-strand fiber cable will be detailed in the diagram.
- Internal and external panel elevation drawings for all CMAR contractor-supplied PLC panels and network/server cabinets.
- Control narratives that describe the intended system-wide control features, including inter-facility control, interlocks, permissives, alarming, archiving, and offsite monitoring and control.
- Control strategies will include specification of all control logic, process and instrument set points, and process and instrument alarm conditions based on significant coordination with the SCADA system CMAR contractor.
- PLC I/O summaries include, at a minimum: I/O tag, I/O type, description, PLC, rack, slot, and point.
- Network node summary to include, at a minimum: address and device description.
- New (properly sized) UPS to the server room and new control room ensuring only critical circuits are on UPS/generator power.
- Secure cellular communications for remote facilities
- Single mode fiber within plant

Regular bi-weekly design meetings will be held as design drawings and specifications are developed to obtain OWNER input and direction. Larger review meetings will be held at key milestone submittals.

3.1.1 Assumptions

- Bi-weekly design meetings will be held remotely, up to 2 hours in length.

- Up to 7 bi-weekly meetings will be conducted during the 3 month design duration (as noted in the schedule).

3.1.2 Deliverables

- Draft construction drawings and specifications.

3.2 Migration (Cut Over) Plan and MOPOs

ENGINEER will lead development of the Migration Plan in collaboration with the CMAR to confirm the planned cutovers and transitions to the new systems. Preliminary Maintenance of Plant Operations (MOPO) Plans and specifications will be included to document constraints and convey the cut-over intent and plan to the CMAR contractor. The Migration Plan will include:

- A listing of cut-over activities that will affect water production systems operations.
- Allowed lengths of interruption to different unit processes and equipment, such as a given chemical system or pump.
- Limits on the number of process equipment that can be taken out of service at a given time. Diurnal constraints on time may dictate some work be performed at night or a different season.
- Required prerequisite activities be completed and conditionally accepted by OWNER prior to performing subsequent work.
- Appropriate notice for all work activities.
- Financial penalties should the CMAR not follow the listed construction constraints or cause the production facilities to be inoperable and not serve its designated use.

Regular MOPO coordination meetings will be held as MOPOs are developed to obtain OWNER input and direction. Larger review meetings will be held at key milestone submittals.

3.2.1 Assumptions

- Bi-weekly MOPO coordination meetings will be held remotely, with up to 6 ENGINEER staff attending.
- Up to 4 MOPO workshops, 4 hours each, with up to 6 ENGINEERING staff attending.

3.2.2 Deliverables

- Draft and Final Migration Plan.

3.3 Final Construction Documents

Construction Documents (100% design drawings and specifications) will be prepared to accurately communicate the scope of work to allow the CMAR to quantify the value of the work and develop the GMP for the project.

- The 100% design construction documents will depict the design of the project to a level sufficient to illustrate necessary details for each network type and service and to support the project's procurement and installation.
- The PDR will be reviewed for compliance and updated if there are differences or additional information.

Regular bi-weekly design meetings will be held as design drawings and specifications are developed to obtain OWNER input and direction. Larger review meetings will be held at key milestone submittals.

3.3.1 Assumptions

- Bi-weekly 2-hour design meetings will be held remotely.

3.3.2 Deliverables

- Final 100 % construction drawings and specifications.

3.4 City Code Review Coordination

ENGINEER will coordinate with the City Development Services Department (DSD) to complete a code review of applicable parts of the design. Construction Documents (100% design drawings and specifications) will be provided to the City DSD for review.

3.4.1 Assumptions

- Documents will be submitted electronically via the City submittal system.
- A pre-application meeting will be held with DSD.
- A review meeting will be held to go over critical comments.
- Changes will be agreed upon and captured in As-built documents.

3.4.2 Deliverables

- Adjudication of DSD review comments.

3.5 GMP Cost Tracking and Development by CMAR

The CMAR will track changes to cost throughout design as decisions are made, and details become clearer. The GMP will be developed by the CMAR and can be finalized when desired by the City, as early as 60% design. ENGINEER will review costs provided by CMAR at key milestones throughout design. An intermediate GMP review workshop will be held.

3.5.1 Assumptions

- CMAR will track costs and provided cost models for review by ENGINEER and OWNER at key milestones.

3.5.2 Deliverables

- Intermediate GMP Cost review Report.

3.6 GMP Review

ENGINEER will review impacts of design changes to the cost throughout design and perform a review of the GMP costs, clarifications, and exceptions. A final GMP review workshop and a GMP reconciliation workshop will be held.

3.6.1 Deliverables

- Final GMP Cost review Report.

4. Phase 4: Phased Implementation and Commissioning (Placeholder)

(Placeholder Scope Outline for Amendment to be Developed During Detailed Design)

Phase 4 includes Implementing the SCADA migration in phases with digital software validation through Replica model and "process by process" cut-over avoiding shutdowns during critical water production periods

The scope of work for SCADA Phase 4 is anticipated to include the following main tasks:

Phase 4: Phased Implementation and Commissioning
4.1 - Detailed Construction-Level Documentation Review
4.2 - SCADA Migration Implementation Leadership
4.3 - HMI Programming Validation with Replica Digital Twin
4.4 - Control System Testing and Pre-Tuning
4.5 - SCADA Training for City Operations

4.1 Detailed Construction - Level Documentation Review

4.2 SCADA Migration Implementation Leadership

4.3 HMI Programming Validation with Replica Digital Twin

4.4 Control System Testing and Pre - Tuning

4.5 SCADA Training for City Operations

5. Phase 5: Project Management

A key element to making the SCADA upgrade project a success involves creating a collaborative partnership with all stakeholders, including the City's Public Works/Engineering and Utility managers, Utility SCADA/OT specialists, plant water quality staff, plant operations staff, plant maintenance staff, City IT, and the selected CMAR. ENGINEER will build cohesion and trust by establishing clear goals, crafting well-designed tasks, facilitating interactive workshops, fostering open communication, and developing transparent expectations with the stakeholder group. We will identify and monitor critical success factors, risk management, change management, decision making process, and stakeholder's alignment. Our project management approach combines world-class management and engineering capabilities with proven budget and schedule controls from extensive SCADA integration experience and the basic steps below:

1. Form the Team. ENGINEER will work closely with OWNER to identify key stakeholders to participate in the project and their specific responsibilities.
2. Plan the Project. A well-crafted Project Management Plan (PMP) will be essential to project success. The plan will summarize the understanding, direction, and expectations for the project and identify the delivery approach, critical project success factors, roles and responsibilities, work tasks, deadlines, decision-making process, risks management, change management, document sharing and approval processes, quality plan, and organizational structure. And, it will be critical to define at the onset what the vision is of the SCADA system is in 10 years.
3. Endorse the Plan. Endorsement of the PMP by all stakeholders, including senior management, ensures a high level of commitment and validation. We will request support of the plan and approach during team chartering.
4. Manage Change. Because projects invariably experience change, effective change management practices are critical. Recognizing the different types of changes (i.e., stakeholder impacts, scope changes, cost and schedule impacts) and having defined mechanisms and protocols in place to address them are crucial.

Cost certainty, control, and budget management are critical to project success as well. Open dialog about costs and priorities is essential. Baseline costs will be developed after site investigations and preliminary engineering, and cost evolution will be tracked using spreadsheets and logs throughout the project. Prioritizing scope or phasing improvements may be necessary to align with the City's funding. To optimize the project budget, we will try to re-use existing cabinets where possible.

A Quality Control Plan will be part of the PMP, developed early in the project to ensure expert peer review of critical deliverables. ENGINEER SCADA and OT staff will also provide oversight to the CMAR during implementation to ensure quality installation.

With a collaborative team approach, disputes are rare but sometimes do occur. ENGINEER will lead any dispute resolution for the project engaging the City at appropriate levels as required. Our goal will be to resolve any issues at the lowest level as much as possible and to only escalate and involve the City if necessary. includes conduct thorough and transparent discovery to best define the work and potential issues for the new SCADA system migration, including software/programming philosophies, communications integrity and security concerns with existing system.

The scope of work for SCADA Phase 5 includes the following main tasks:

Phase 5: Project Management
5.1 – Project Kickoff
5.2 – Project Execution Plan
5.3 – Monthly Progress Reports, Schedule Updates, and Invoices
5.4 – Progress Meetings/Calls
5.5 – QC/QC Senior Review

5.1 Project Kickoff

There are two primary purposes of this task, first to ensure effective initiation of the project, and second to ensure clarity of OWNER'S business objectives for Pecos WTP SCADA system upgrades project.

A workshop will be designed to create a commonly understood project purpose, ensure appropriate team members, and clear roles and responsibilities. The workshop will include review of project activities, deliverables, and schedule. In addition, and to create an environment for effective teamwork, this workshop will be used to clearly articulate project goals and critical success factors, understand the project boundaries and challenges, and ensure and document team commitment.

This task includes the following work activities:

- Prepare advance materials, including session agendas, for distribution to attendees.
- Prepare draft and final meeting summary

5.1.1 Assumptions

- One 2-hour project kickoff workshop, attended by up to 8 ENGINEER staff.

5.1.2 Deliverables

- Draft and final meeting agenda.
- Draft and final meeting summary.

5.2 Project Execution Plan

The ENGINEER's Project Manager will issue a Project Execution Plan including task instructions for use by the SCADA System Master Plan team. These instructions will include task background, definition of task requirements, goals, objectives, schedules, budgets, Project Field Safety Instructions and Quality Management Plan.

5.2.1 Assumptions

- The Project Execution Plan will be delivered to the OWNER within 30 working days of receipt of the Notice to Proceed.

5.2.2 Deliverables

- PMP including Quality Control Plan and Project Instructions

5.3 Monthly Progress Reports, Schedule Updates, and Invoices

The ENGINEER's Project Manager will prepare monthly progress reports in memo format for submission to the OWNER's Project Manager by the 15th of each calendar month. The report will contain progress against schedule and scope, as well as relevant budget information. The Project Manager will oversee the preparation and submission of monthly invoices. In addition, the Project Manager will manage the activities of the SCADA Master Plan staff via weekly conference calls.

5.4 Progress Meetings/Calls

The ENGINEER's Project Manager will conduct bi-weekly progress meetings/calls of up to 2 hours length with the OWNER's staff to discuss any delivery issues that might impact the scope, schedule, or budget of this Project. Notes will be taken during the meeting and posted for the team.

5.5 QA/QC Senior Review

The ENGINEER's Project Manager will oversee the review of project deliverables by Senior Technical staff. This review will take place prior to submission of draft versions of deliverables to the OWNER's Project Manager.

5.5.1 Assumptions

- QA/QC will be performed according to the established QA/QC plan in the PMP.

5.5.2 Deliverables

- QA/QC reviews and direction incorporated into final deliverables.

6. Allowance Summary

The allowances below are estimates for optional work to be done at the direction and approval of the City:

#	List of Allowances	Allowance Fee (placeholders)
1	Agency Coordination: SRP, Santan Vista, MCESD	$50,000
2	Design of Vendor panels for: floc, polymer blend, high pressure pump station, onsite chlorine generation, blowers, thickened sludge pumps, power monitors on switchgear and MCCs	$100,000
3	Consolidate As-Built P&IDs and O&M manuals	$250,000
4	Additional Optional Design for (1) Wireless Access points for full plant coverage (2) Existing Electrical Buckets in MCCs to provide for Remote control (3) Additional End Devices based upon Owners request (e.g., Bisulfite system, Surge Tank)	$150,000
	TOTAL Allowances	$550,000

- Allowance Item 1: Coordinate design efforts with the SRP, SANTAN Vista, and MCESD agencies. Jacobs will collaborate and inform outside agencies of any improvements to the Pecos WTP SCADA system. This effort will include meetings, assessments at agency sites, and design.

- Allowance Item 2: Design new controls for listed Pecos WTP Vendor package control systems that will meet the City of OWNER'S SCADA standards. This effort will allow a more complete standardized control system throughout Pecos WTP.

- Allowance Item 3: Jacobs will create new As-Built P&IDs and develop updated O&M manuals for the new SCADA system to document changes to equipment and controls after the SCADA upgrade installation is complete

- Allowance Item 4: In addition to designing the new SCADA system at Pecos WTP, Jacobs will design a wireless network system that will give network coverage throughout the plant, design new motor controls for equipment that is currently not tied into SCADA, and provide design for additional end devices such as flow meters, level meters, and analytical meters identified by plant staff that will provide additional information and control in areas that are currently not monitored or controlled.

Work done under the allowances may require an adjustment to the delivery schedule. It is also assumed that additional scope definition will be necessary to confirm the fee for work under these allowances.

7. Schedule

Work for the SCADA upgrades Phases 1, 2, 3, and 5 will be performed in accordance with the schedule attached. The target NTP is August 1, 2021. Work through detailed design is anticipated to take through November 30, 2022 (total duration of 16 months). The schedule for Phase 4: Implementation and Commissioning is a placeholder estimate of duration and will be refined during detailed design.

8. Compensation

The work will be done on a time and material basis with a not to exceed (NTE) upper limit as indicated in the attached Level of Effort and Fee spreadsheet. The work is currently estimated for Phases 1, 2, 3 and 5.. Work for Phase 4 will be estimated and finalized during detailed design and added to the project contract via an amendment. Allowances are provided for optional work to be done at the direction and approval of the City.

Jacobs

Chandler Pecos SCADA Upgrades

Project Start: Thu, 1-Apr-2021

Task	Start	End
SELECTION NOTICE	1-Apr-21	1-Apr-21
SCOPING AND CONTRACT NEGOTIATIONS	1-Apr-21	1-Aug-21
COUNCIL APPROVAL	15-Jul-21	15-Jul-21
NOTICE TO PROCEED	1-Aug-21	1-Aug-21
Project Kickoff and Chartering Session	2-Aug-21	16-Aug-21
Phase 1: Project Definition		
1.1 - Existing Documentation Review	2-Aug-21	3-Oct-21
1.2 - Site Assessments and Evaluation	2-Aug-21	2-Nov-21
1.3 - Interviews	2-Aug-21	2-Nov-21
1.4 - Project Definition Development Workshops	2-Aug-21	2-Jan-22
1.5 - SCADA System Security Workshop	2-Sep-21	2-Nov-21
1.6 - Preliminary Cost Estimates, Prioritization and Budget Reconciliatio	2-Nov-21	16-Feb-22
1.7 - Project Definition Report/Summary Workshop	2-Jan-22	16-Feb-22
1.8 - Control Room Relocation Collaboration	2-Jan-22	16-Feb-22
1.9 - SCADA HMI Standards and Requirements Development	2-Sep-21	16-Feb-22
Phase 2: Preliminary Design		
2.1 - Design Drawing and Specification Lists	16-Feb-22	3-May-22
2.2 - Preliminary Design Report	16-Feb-22	3-May-22
2.3 - Develop Conceptual Network Design	16-Feb-22	3-May-22
2.4 - CMAR Construction Planning Workshops	3-May-22	3-Jul-22
2.5 - Cost Estimates Review and Tracking	3-May-22	3-Jul-22
Phase 3: Detailed Design		
3.1 - Detailed Design Development	2-Jul-22	30-Sep-22
3.2 - Migration (Cut Over) Plan and MOPOs	2-Jul-22	30-Sep-22
3.3 - Final Construction Documents	30-Sep-22	30-Nov-22
3.4 - City Code Review Coordination	31-Jul-22	30-Nov-22
3.5 - GMP Cost Tracking and Development by CMAR	31-Jul-22	30-Nov-22
3.6 - GMP Review	30-Sep-22	30-Nov-22
Phase 4: Phased Implementation and Commissioning (Placeholder)		
4.1 - Detailed Construction-Level Documentation Review	2-Nov-22	3-Jul-23
4.2 - SCADA Migration Implemenation Leadership	2-Nov-22	3-Jul-23
4.3 - HMI Programming Validation with Replica Digital Twin	2-Nov-22	3-Jul-23
4.4 - Control System Testing and Pre-Tuning	2-Nov-22	3-Jul-23
4.5 - SCADA Training for City Operations	2-Jun-23	3-Jul-23
Project Management	2-Aug-21	2-Aug-23
Plant Operations Constraints		
SRP Annual Canal Dry-up 2021/2022	15-Nov-21	1-Feb-22
Pecos WTP Shutdown 2021	15-Nov-21	1-Feb-22
SRP Annual Canal Dry-up 2022	15-Nov-22	1-Feb-23
Pecos WTP Shutdown 2022	15-Nov-22	1-Feb-23
High Water Demand/No Shutdowns 2022	1-Apr-22	1-Aug-22
Limited Shutdowns Allowed 2022	1-Aug-22	30-Nov-22
High Water Demand/No Shutdowns 2023	1-Apr-23	1-Aug-23

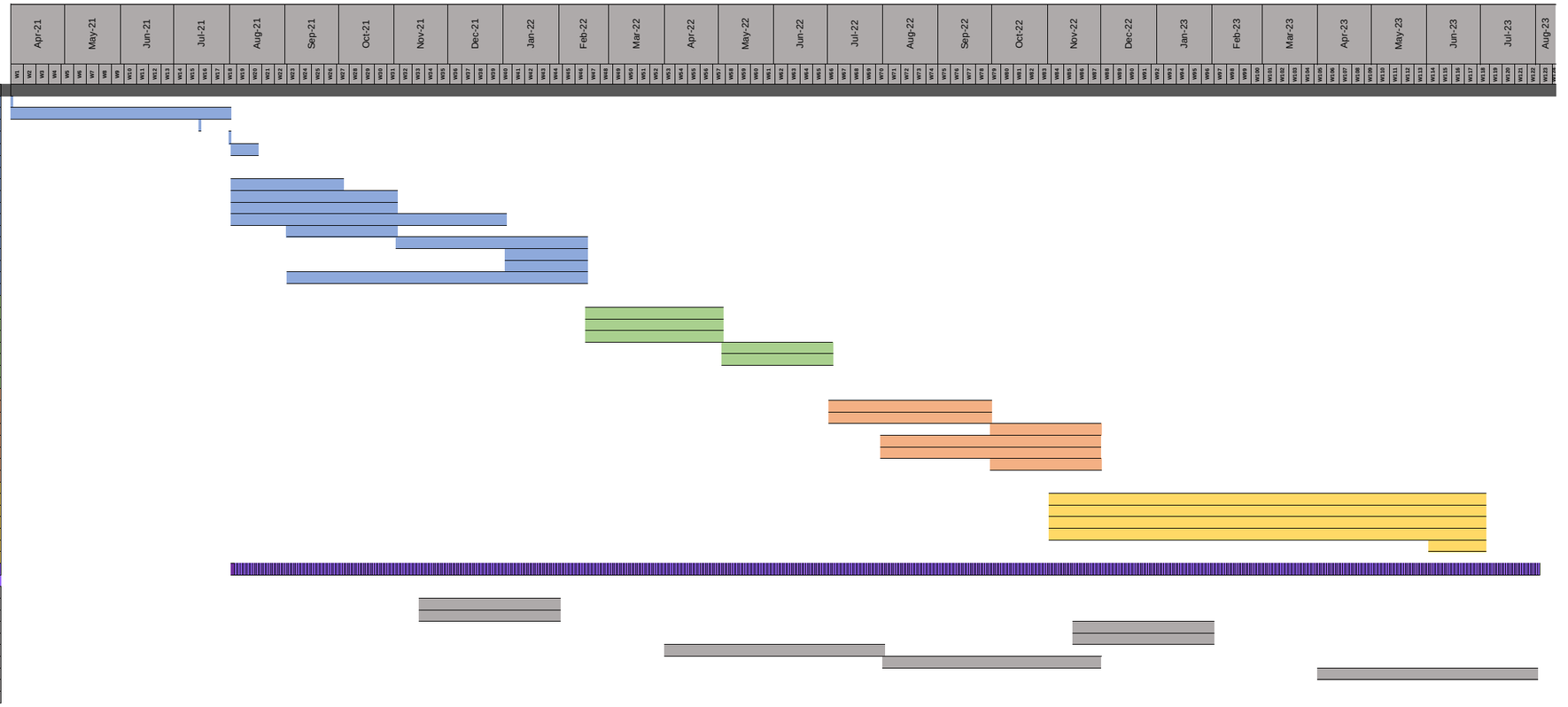


EXHIBIT "B"
COMPENSATION AND FEES

Jacobs

Chandler Pecos SCADA Upgrades
EXHIBIT "B-1"
Time and Materials Cost Per Task

	TASK DESCRIPTION			SUBTOTAL
Phase 1: Project Definition				**$ 599,660.00**
1.1	Existing Documentation Review	$	89,520.00	
1.2	Site Assessments and Evaluation	$	101,760.00	
1.3	Interviews	$	39,840.00	
1.4	Project Definition Development Workshops	$	87,550.00	
1.5	SCADA System Security Workshop	$	56,120.00	
1.6	Preliminary Cost Estimates, Prioritization and Budget Reconciliation	$	63,720.00	
1.7	Project Definition Report/Summary Workshop	$	70,220.00	
1.8	Control Room Relocation Collaboration	$	12,440.00	
1.9	SCADA HMI Standards and Requirements Development	$	78,490.00	
Phase 2: Preliminary Design				**$ 447,230.00**
2.1	Design Drawing and Specification Lists	$	22,820.00	
2.2	Preliminary Design Report	$	282,470.00	
2.3	Develop Conceptual Network Design	$	81,080.00	
2.4	CMAR Construction Planning Workshops	$	38,800.00	
2.5	Cost Estimates Review and Tracking	$	22,060.00	
Phase 3: Detailed Design				**$ 2,074,282.00**
3.1	Detailed Design Development	$	1,358,070.00	
3.2	Migration (Cut Over) Plan and MOPOs	$	188,900.00	
3.3	Final Construction Documents	$	309,812.00	
3.4	City Code Review Coordination	$	60,600.00	
3.5	GMP Cost Tracking and Development by CMAR	$	73,600.00	
3.6	GMP Review	$	83,300.00	
Phase 4: Phased Implementation and Commissioning (Placeholder)				**$ -**
		$	-	
		$	-	
Phase 5: Project Management				**$ 115,800.00**
5.1	Project Kickoff	$	4,800.00	
5.2	Project Execution Plan	$	16,400.00	
5.3	Monthly Progress Reports, Schedule Updates, and Invoices	$	48,400.00	
5.4	Progress Meetings/Calls	$	32,400.00	
5.5	QA/QC Senior Review	$	13,800.00	
Expenses				**$ 55,300.00**
Subconsultants				**$ -**
	SUBTOTAL COST:			**$ 3,292,272.00**
Allowances				
1	Agency Coordination: SRP, Santan Vista, MCESD	$	50,000.00	
2	Design of Vendor Panels	$	100,000.00	
3	Consolidate As-Built P&IDs and O&M Manuals	$	250,000.00	
4	Additional Optional Design	$	150,000.00	
5	Owner's Allowance	$	300,000.00	
	SUBTOTAL ALLOWANCES:			**$ 850,000.00**
	TOTAL COST:			***$ 4,142,272.00***

Chandler Pecos SCADA Upgrades

Phase 1: Project Definition

LEVEL OF EFFORT

No.	Task Description	Teresa Smith-Dehesus	Jay Hardison	Jeff Kanyuch	Ed McDaniel	Nick Edgett	Tyler Nading	Chris Dermody	Tony Stewart	TBD	Hillary Feier / Will Porter	Johnathan James	Adrea Ellis	Jonathan Castanos	Various	Various	Various	Various	Scott Palmer	Various	Various		Total	Subtotal
		Principal/ Project Manager	SCADA Design Manager	Principal/ Technical Advisor (Implementation)	Technical Advisor (Modicon)	Technical Advisor (Wonderware)	Technical Advisor (Digital Twin)	QA/QC	Cybersecurity / Operational Technology	Other Technical Advisors	Process Engineer / Digital Twin	Senior Electrical Engineer	Senior SCADA/ I&C Designer	SCADA/ I&C Designer	Engineer Specialist/ Project Engineer	Staff I&C Engineer	Lead Technician / CAD	Technician / CAD	Scheduler / Project Controls	Senior Cost Estimator	Office Support		Labor Hours	Labor
	Bill Rate	$ 280.00	$ 270.00	$ 280.00	$ 205.00	$ 205.00	$ 205.00	$ 280.00	$ 250.00	$ 205.00	$ 150.00	$ 180.00	$ 200.00	$ 150.00	$ 225.00	$ 125.00	$ 150.00	$ 110.00	$ 220.00	$ 220.00	$ 100.00			
1.1	**Existing Documentation Review**																							
	Subtotal	16	24	4	8	8	8	0	24	8	0	16	40	120	40	200	0	0	0	0	20	0	536	$89,520
1.2	**Site Assessments and Evaluation**																							
	Subtotal	24	60	24	0	0	0	0	40	0	0	24	24	120	80	120	0	0	0	0	20	0	536	$101,760
1.3	**Interviews**																							
	Subtotal	24	24	2	8	8	8	0	8	8	0	4	24	24	24	24	0	0	0	0	0	0	190	$39,840
1.4	**Project Definition Development Workshops**																							
	Subtotal	24	40	24	24	24	24	4	40	30	24	16	24	40	40	40	0	0	0	0	0	0	418	$87,550
1.5	**SCADA System Security Workshop**																							
	Subtotal	16	24	4	0	0	0	4	100	4	0	0	8	40	20	40	0	0	0	0	0	0	260	$56,120
1.6	**Preliminary Cost Estimates, Prioritization and Budget Reconciliation**																							
	Subtotal	24	40	8	8	8	8	8	8	0	0	0	0	40	40	0	0	0	0	90	0	0	282	$63,720
1.7	**Project Definition Report/Summary Workshop**																							
	Subtotal	30	40	8	8	8	8	16	24	8	8	8	8	40	16	40	0	0	45	0	30	0	345	$70,220
1.8	**Control Room Relocation Collaboration**																							
	Subtotal	12	12	0	0	0	0	0	0	8	0	0	12	12	0	0	0	0	0	0	0	0	56	$12,440
1.9	**SCADA HMI Standards and Requirements Development**																							
	Subtotal	24	42	8	18	18	8	8	0	8	16	8	16	100	50	80	0	0	0	0	20	0	424	$78,490
	TOTAL	***194***	***306***	***82***	***74***	***74***	***64***	***40***	***244***	***74***	***48***	***76***	***156***	***536***	***310***	***544***	***0***	***0***	***45***	***90***	***90***	***0***	***3047***	***$599,660***

Chandler Pecos SCADA Upgrades

Phase 2: Preliminary Design

LEVEL OF EFFORT

No.	Task Description	Teresa Smith-Dehesus	Jay Hardison	Jeff Kanyuch	Ed McDaniel	Nick Edgett	Tyler Nading	Chris Dermody	Tony Stewart	TBD	Hillary Feier / Will Porter	Johnathan James	Adrea Ellis	Jonathan Castanos	Various	Various	Various	Various	Scott Palmer	Various	Various		Total	Subtotal
		Principal/ Project Manager	SCADA Design Manager	Principal/ Technical Advisor (Implementation)	Technical Advisor (Modicon)	Technical Advisor (Wonderware)	Technical Advisor (Digital Twin)	QA/QC	Cybersecurity / Operational Technology	Other Technical Advisors	Process Engineer / Digital Twin	Senior Electrical Engineer	Senior SCADA/ I&C Designer	SCADA/ I&C Designer	Engineer Specialist/ Project Engineer	Staff I&C Engineer	Lead Technician / CAD	Technician / CAD	Scheduler / Project Controls	Senior Cost Estimator	Office Support		Labor Hours	Labor
	Bill Rate	$ 280.00	$ 270.00	$ 280.00	$ 205.00	$ 205.00	$ 205.00	$ 280.00	$ 250.00	$ 205.00	$ 150.00	$ 180.00	$ 200.00	$ 150.00	$ 225.00	$ 125.00	$ 150.00	$ 110.00	$ 220.00	$ 220.00	$ 100.00			
2.1	**Design Drawing and Specification Lists**																							
	Subtotal	8	16	8	0	0	0	0	8	0	0	4	8	40	0	20	8	0	0	0	0	0	120	$22,820
2.2	**Preliminary Design Report**																							
	Subtotal	68	128	20	45	45	45	37	67	25	45	33	149	292	185	145	29	45	16	0	45	0	1464	$282,470
2.3	**Develop Conceptual Network Design**																							
	Subtotal	20	40	12	0	0	0	4	60	0	0	0	60	120	40	40	8	0	0	0	0	0	404	$81,080
2.4	**CMAR Construction Planning Workshops**																							
	Subtotal	20	20	30	0	0	0	0	20	20	0	8	8	20	0	20	0	0	8	0	0	0	174	$38,800
2.5	**Cost Estimates Review and Tracking**																							
	Develop Preliminary Cost Table																							
	Preliminary Concepts for Phased GMP Development																							
	Subtotal	8	16	16	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	45	0	0	89	$22,060
	TOTAL	***124***	***220***	***86***	***45***	***45***	***45***	***45***	***155***	***45***	***45***	***45***	***225***	***472***	***225***	***225***	***45***	***45***	***24***	***45***	***45***	***0***	***2251***	***$447,230***

Chandler Pecos SCADA Upgrades

Phase 3: Detailed Design

LEVEL OF EFFORT

No.	Task Description	Teresa Smith-Dehesus	Jay Hardison	Jeff Kanyuch	Ed McDaniel	Nick Edgett	Tyler Nading	Chris Dermody	Tony Stewart	TBD	Hillary Feier / Will Porter	Johnathan James	Adrea Ellis	Jonathan Castanos	Various	Various	Various	Various	Scott Palmer	Various	Various		Total	Subtotal
		Principal/ Project Manager	SCADA Design Manager	Principal/ Technical Advisor (Implementation)	Technical Advisor (Modicon)	Technical Advisor (Wonderware)	Technical Advisor (Digital Twin)	QA/QC	Cybersecurity / Operational Technology	Other Technical Advisors	Process Engineer / Digital Twin	Senior Electrical Engineer	Senior SCADA/ I&C Designer	SCADA/ I&C Designer	Engineer Specialist/ Project Engineer	Staff I&C Engineer	Lead Technician / CAD	Technician / CAD	Scheduler / Project Controls	Senior Cost Estimator	Office Support		Labor Hours	Labor
	Bill Rate	$ 280.00	$ 270.00	$ 280.00	$ 205.00	$ 205.00	$ 205.00	$ 280.00	$ 250.00	$ 205.00	$ 150.00	$ 180.00	$ 200.00	$ 150.00	$ 225.00	$ 125.00	$ 150.00	$ 110.00	$ 220.00	$ 220.00	$ 100.00			
3.1	Detailed Design Development																							
	Subtotal	140	360	24	72	80	100	116	140	120	160	192	336	1008	1002	1008	1008	2520	20	0	100	0	8506	$1,358,070
3.2	Migration (Cut Over) Plan and MOPOs																							
	Subtotal	100	120	120	0	0	0	40	40	40	0	40	40	100	100	0	0	0	40	0	40	0	820	$188,900
3.3	Final Construction Documents																							
	Subtotal	38	96	24	48	20	0	48	48	40	40	48	120	101	101	240	240	600	20	0	60	0	1932	$309,812
3.4	City Code Review Coordination																							
	Subtotal	40	80	20	0	0	0	0	0	0	0	40	0	40	40	0	0	0	0	0	0	0	260	$60,600
3.5	GMP Cost Tracking and Development by CMAR																							
	Subtotal	60	100	20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10	100	0	0	290	$73,600
3.6	GMP Review																							
	Subtotal	60	100	20	0	0	0	20	0	20	0	0	0	0	0	0	0	0	10	100	0	0	330	$83,300
	TOTAL	*438*	*856*	*228*	*120*	*100*	*100*	*224*	*228*	*220*	*200*	*320*	*496*	*1249*	*1243*	*1248*	*1248*	*3120*	*100*	*200*	*200*	*0*	*12138*	*$2,074,282*

Chandler Pecos SCADA Upgrades

Phase 5: Project Management

LEVEL OF EFFORT

No.	Task Description	Teresa Smith-Dehesus	Jay Hardison	Jeff Kanyuch	Ed McDaniel	Nick Edgett	Tyler Nading	Chris Dermody	Tony Stewart	TBD	Hillary Feier / Will Porter	Johnathan James	Adrea Ellis	Jonathan Castanos	Various	Various	Various	Various	Scott Palmer	Various	Various		Total	Subtotal
		Principal/ Project Manager	SCADA Design Manager	Principal/ Technical Advisor (Implementation)	Technical Advisor (Modicon)	Technical Advisor (Wonderware)	Technical Advisor (Digital Twin)	QA/QC	Cybersecurity / Operational Technology	Other Technical Advisors	Process Engineer / Digital Twin	Senior Electrical Engineer	Senior SCADA/ I&C Designer	SCADA/ I&C Designer	Engineer Specialist/ Project Engineer	Staff I&C Engineer	Lead Technician / CAD	Technician / CAD	Scheduler / Project Controls	Senior Cost Estimator	Office Support		Labor Hours	Labor
	Bill Rate	$ 280.00	$ 270.00	$ 280.00	$ 205.00	$ 205.00	$ 205.00	$ 280.00	$ 250.00	$ 205.00	$ 150.00	$ 180.00	$ 200.00	$ 150.00	$ 225.00	$ 125.00	$ 150.00	$ 110.00	$ 220.00	$ 220.00	$ 100.00			
5.1	Project Kickoff																							
	Subtotal	8	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	0	20	$4,800
5.2	Project Execution Plan																							
	Subtotal	20	40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	60	$16,400
5.3	Monthly Progress Reports, Schedule Updates, and Invoices																							
	Subtotal	80	40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	60	0	20	0	200	$48,400
5.4	Progress Meetings/Calls																							
	Subtotal	80		0	0	0	0	0	0	0	0	0	0	0	0	80	0	0	0	0	0	0	160	$32,400
5.5	QA/QC Senior Review																							
	Subtotal	0	20	0	0	0	0	30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	50	$13,800
	TOTAL	*188*	*108*	*0*	*0*	*0*	*0*	*30*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*80*	*0*	*0*	*60*	*0*	*24*	*0*	*490*	*$115,800*

EXHIBIT "C"
INSURANCE REQUIREMENTS

1. General.

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

1.2 Consultant and any of its subconsultants must procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

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

1.4 City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Consultant from liabilities that might arise out of the performance of the Agreement services under this Agreement by Consultant, its agents, representatives, employees, subconsultants, and Consultant is free to purchase any additional insurance as may be determined necessary.

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

1.6 Use of subconsultants: If any work is subcontracted in any way, Consultant must execute a written contract with subconsultant containing the same Indemnification Clause and Insurance Requirements as City requires of Consultant in this Agreement. Consultant is responsible for executing the Agreement with the subconsultant and obtaining Certificates of Insurance and verifying the insurance requirements.

2. Minimum Scope and Limits of Insurance. Consultant must provide coverage with limits of liability not less than those stated below.

2.1 *Professional Liability.* If the Agreement is the subject of any professional services or work performed by Consultant, or if Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, Consultant must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone whose acts, mistakes, errors and omissions Consultant is legally liable, with a liability limit of $1,000,000 each claim and $2,000,000 all claims. In the event the Professional Liability

insurance policy is written on a "claims made" basis, coverage must extend for 3 years past completion and acceptance of the work or services, and Consultant, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.

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

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

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

2.5 *Cyber Technology Errors and Omissions, Network Security, and Privacy Liability Insurance.* The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this Agreement with a limit of not less than $5,000,000 for each occurrence, $5,000,000 aggregate. In the event that the professional liability insurance required by this Agreement is written on a claims-made basis, Consultant warrants that any retroactive date under the policy must precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed. If such insurance is maintained on an occurrence form basis, Consultant shall maintain such insurance for an additional period of one (1) year following termination of Agreement. If such insurance is maintained on a claims-made basis, Consultant shall maintain such insurance for an additional period of three (3) years following termination of the Agreement. If Consultant contends that any of the insurance it maintains pursuant to other sections of this Exhibit C satisfies this requirement (or otherwise insures the risks described in this section), then Consultant shall provide proof of same.

2.5.1. The insurance shall provide coverage for the following risks:

(a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form.

2.5.1.2 Network Security Liability arising from the unauthorized access to, use of, or tampering with computer systems including hacker attacks, inability of an authorized third party, to gain access to your services including denial of service, unless caused by a mechanical or electrical failure.

2.5.1.3 Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

2.5.2. The policy must provide a waiver of subrogation.

3. Additional Policy Provisions Required.

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

3.1.1. Consultant's insurance must contain broad form contractual liability coverage.

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

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

3.1.4. Coverage provided by Consultant must not be limited to the liability assumed under the indemnification provisions of this Agreement.

3.1.5. The policies must contain a severability of interest clause against City, its officers, officials, agents, and employees, for losses arising from Work performed by Consultant for City.

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

3.1.7. If a Certificate of Insurance is submitted as verification of coverage, City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

3.2. *Insurance Cancellation During Term of Contract/Agreement.*

3.2.1. If any of the required policies expire during the life of this Agreement, Consultant must forward renewal or replacement Certificates to City within 10 days after the renewal date containing all the required insurance provisions.

3.2.2. Each insurance policy required by the insurance provisions of this Agreement must provide the required coverage and must not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to City, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice must be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, Consultant or its insurance broker must notify City of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

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

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

3.3.2. City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by Consultant even if those limits of liability are in excess of those required by this Agreement.

EXHIBIT "D"
SPECIAL CONDITIONS

Standard Details and Specifications. Consultant must be familiar with City's latest revision of the MAG Specifications and MAG Standard Details as amended by City. City's current amendment to the MAG Specifications, part of City's Unified Development Manual, may be found and downloaded from City's website at http://www.chandleraz.gov/udm.

City Ownership of Project Documents. All work products (electronically or manually generated) including, but not limited to: plans, specifications, cost estimates, field notes, tracings, studies, investigations, design analyses, original drawings, original mylars, Computer Aided Drafting and Design (CADD) file diskettes which reflect all final drawings, and other related documents which are prepared in the performance of this Agreement (collectively referred to as "Documents") are to be and remain the property of City and are to be delivered to the Project Manager before the final payment is made to Consultant. In the event these Documents are altered, modified or adapted without the written consent of Consultant, which consent Consultant must not unreasonably withhold, City agrees to hold Consultant harmless to the extent permitted by law from the legal liability arising out of City's alteration, modification or adaptation of the Documents.

Re-use of Documents. The parties agree the documents, drawings, specifications and designs, although the property of City, are prepared for this specific project and are not intended nor represented by Consultant to be suitable for re-use for any other project. Any re-use without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant.

Patent Fees and Royalties. Consultant must pay all license fees and royalties and assume all costs incidental to the use, in the performance of the work or the incorporation in the work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Agreement for use in the performance of the work and if, to the actual knowledge of City, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed by City in the Agreement. Consultant must defend, indemnify and hold harmless City and anyone directly or indirectly employed by City from and against all claims, damages, losses, and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incidental to the use in the performance of the work, or resulting from the incorporation in the work of any invention, design, process, product, or device not specified in the Agreement, and must defend all such claims in connection with any alleged infringement of such rights.

License to City for Reasonable Use. With this Agreement, Consultant and its subconsultants hereby grant a license to City, its agents, employees, and representatives for an indefinite period of time to reasonably use, make copies, and distribute as appropriate the Documents, works or deliverables developed or created as a result of the Project and this

Agreement. This license also includes the making of derivative works.

Documents to Bear Seal. Consultant and its subconsultants must endorse by professional seal all plans, works, and deliverables prepared by each for this Agreement as required by state law.

1. Contract Worker Access Controls, Badge and Key Access Requirements. A Contract Worker from Consultant's firm must not be allowed to begin work in any City facility without: (A) The prior completion and City's acceptance of the required background screening; and (8) when required, the Contract Worker's receipt of a City issued badge. A badge will be issued to a Contract Worker solely for access to City facility(s) to which the Contract Worker is assigned. Each Contract Worker who enters a City facility must use the badge issued to the Contract Worker.

2. Badges. After receipt of the badge application, the Contract Worker will proceed to the Badging Office for processing of the badge application and issuance of the badge. City will not process the badge application until the Contract Worker satisfies the required Background Screening (as defined herein). The Contract Worker must comply with all requirements and furnish all requested information as requested by the Badging Office. Any and all fees associated with security badging will be assessed in compliance with Chandler City Code §4-22.

3. Key Access Procedures. If the Contract Worker's services require keyed access to enter a City facility(s), a separate key issue/return form must be completed and submitted by Consultant for each key issued.

4. Stolen or Lost Badges or Keys. Consultant must report lost or stolen badges or keys to City immediately. A new badge application or key issue form must be completed and submitted along with payment of the applicable fees prior to issuance of a new badge or key.
5. Return of Badges or Keys. All badges and keys are the property of City and must be returned to City at the Badging Office within one (1) business day of when the Contract Worker's access to a City facility is no longer required to furnish the services under this Agreement. Consultant must collect a Contract Worker's badge and key(s) upon the termination of the Contract Worker's employment; when the Contract Worker's services are no longer required at the particular City facility(s); or upon termination, cancellation or expiration of this Agreement.

6. Consultant's default under this Section must include, but is not limited to the following: (1) Contract Worker gains access to a City facility(s) without the proper badge or key; (2) Contract Worker uses a badge or key of another to gain access to a City facility; (3) Contract Worker commences services under this Agreement without the proper badge, key or Background Screening; (4) Contract Worker or Consultant submits false information or negligently submits wrong information to City to obtain a badge, key or applicable Background Screening; or (5) Consultant fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment,

reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement. Consultant acknowledges and agrees that the access control, badge and key requirements in this Section are necessary to preserve and protect public health, safety and welfare. Accordingly, Consultant agrees to properly cure any default under this Section within three (3) business days from the date notice of default is sent by City. The parties agree that Consultant's failure to properly cure any default under this Section must constitute a breach of this Section. In addition to any other remedy available to City at law or in equity, Consultant must be liable for and must pay to City the sum of one thousand dollars ($1,000.00) for each breach by Consultant of this Section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to City at the time and making of this Agreement in the event that Consultant breaches this Section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving City's actual damages in the event that Consultant breaches this Section. The parties further agree that three (3) breaches by Consultant of this Section arising out of any default within a consecutive period of three (3) months or three (3) breaches by Consultant of this Section arising out of the same default within a period of twelve (12) consecutive months will constitute a material breach of this Agreement by Consultant and City expressly reserves all of its rights, remedies and interests under this Agreement, at law and in equity including, but not limited to, termination of this Agreement.

CHANDLER arizona
Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** CP21-181

Date: July 12, 2021

To: Mayor and Council

Thru: Joshua H. Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
John Knudson, Public Works and Utilities Director
Andrew Goh, Capital Projects Manager

From: Paul Young, Principal Engineer

Subject: Construction Manager at Risk Contract No. WA2008.401 GMP1, with Achen-Gardner Construction, LLC, for the Loop 101 and 202 Freeway Waterline Rehabilitation

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Proposed Motion:

Move City Council award Construction Manager at Risk Contract No. WA2008.401 GMP1, to Achen Gardner Construction, LLC, for the Loop 101 and 202 Freeway Waterline Rehabilitation, in an amount not to exceed $2,333,877.75.

Background/Discussion:

In February 2018, the City experienced a large water main break northeast of the intersection of Price Road and the Loop 202 Santan Freeway Interchange. Staff responded quickly by shutting down the 36-inch diameter water transmission main. In the following months, the City hired a consultant and contractor to evaluate the cause and condition of damaged pipeline and perform necessary repairs. A condition assessment of the pipeline revealed that it was in poor condition and recommended that rehabilitation or replacement of the pipe should be considered.

The project scope of work consists of procurement of water pipe materials. The materials are being procured first due to long lead times in order to target the construction completion by early 2022. The contract completion time is 180 calendar days following Notice to Proceed. Construction-related contracts will be awarded separately.

The City and the Arizona Department of Transportation (ADOT) share a substantial interest in maintaining proper operation and long-term viability of these pipeline segments that cross beneath the Loop 101 and Loop 202 freeway interchange. The City will continue to engage ADOT to partner in our efforts to assess and repair these pipelines.

Evaluation:

The selection process was followed in accordance with City policy and procedure and State law. Staff recommends contract award to Achen-Gardner Construction, LLC, based on qualifications, relevant firm experience, team experience, project understanding, and project approach. Staff reviewed the Guaranteed Maximum Price proposal and determined it to be reasonable.

Financial Implications:

Through discussion with the Arizona State Legislature and with support from ADOT, the City was able to secure $8,000,000 in grant funding from the State as part of the recently passed budget to support this work. Staff remain in contact with State officials to determine how these funds will be applied to this project.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
417.3820.6714.6WA023	Capital Grants	Water Main Replacements	$2,333,877.75	Y

Attachments

Contract - Achen Gardner
Location Map

CITY OF CHANDLER, ARIZONA

LOOP 101 AND 202 FREEWAY WATERLINE AND SEWER REHABILITATION

CITY PROJECT NO. WA2008.401

CONSTRUCTION SERVICES CONTRACT

(CONSTRUCTION MANAGER AT RISK)

Andrew Goh, P.E.
CIP City Engineer

CITY OF CHANDLER, ARIZONA

LOOP 101 AND 202 FREEWAY WATERLINE AND SEWER REHABILITATION
CITY PROJECT NO.: WA2008.401

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CONSTRUCTION MANAGER AT RISK
CONSTRUCTION SERVICES CONTRACT
PROJECT NO.: WA2008.401

THIS CONTRACT is made and entered into on the _____day of _____, 2021, ("Effective Date") by and between City of Chandler, an Arizona municipal corporation, hereinafter called "City" and the "Construction Manager at Risk" or "CM@Risk" designated below (City and CM@Risk may individually be referred to as "Party" and collectively referred to as "Parties").

City and CM@Risk agree as follows:

ARTICLE 1 - PARTICIPANTS AND PROJECT

CITY: **CIP City Engineer:**
Andrew Goh
Public Works & Utilities Department
P.O. Box 4008, Mail Stop 407
Chandler, AZ 85244-4008
Phone: 480-782-3343
Email: andrew.goh@chandleraz.gov

CITY: **Construction Project Manager:**

Public Works & Utilities Department
P.O. Box 4008, Mail Stop 407
Chandler, AZ 85244-4008
Phone: 480-782-3328
Email: paul.ahlas@chandleraz.gov

CM@RISK: **Achen Gardner Construction, LLC**
550 S. 79th St., Chandler, AZ 85226
Mailing Address: (if different than mailing address)
Arizona ROC No.: **A261745, B-1 261746, B-4 261747**
Federal Tax ID No.: **27-1394157**
Business Organization: **Limited Liability Company**
State Where Organized: **Arizona**
Statutory Agent Name: **CT Corporation**
Statutory Agent Mailing Address: **3800 N Central Ave #460, Phoenix AZ 85012**
Statutory Agent Physical Address: (if different than mailing address)
CM@Risk's Authorized Project Representative:
Name: **Christie Hall**
Title: **Project Manager**
Phone: **480-940-1300 / 602-376-0356**
Email: **chall@achen.com**

PROJECT DESCRIPTION:

The project scope of work consists of procurement of water pipe materials for waterline replacement at the Price Road and the Loop 202 Santan Freeway Interchange. The materials are being procured first due to long-lead times to meet the construction completion timeline.

PROJECT LOCATION:

Price Road and the Loop 202 Santan Freeway Interchange

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 CONTRACT DOCUMENTS

The Contract between City and CM@Risk will consist of the following Contract Documents:

1. This Construction Services Contract and all of its Exhibits, including Project Plans and Technical Specifications.
2. General Conditions and General Conditions Appendices, incorporated by reference.
3. Project Specific Special Provisions as set forth in **Exhibit A**, incorporated by reference.
4. Accepted GMP/Price Proposal as set forth in **Exhibit D**, incorporated by reference.

2.2 In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents will take precedence as described in Section 14.1.4 of the General Conditions.

2.3 DEFINITIONS

The definitions in Sections 2 and 15 of the General Conditions apply to all the Contract Documents, including this Agreement.

ARTICLE 3 - PRE-CONSTRUCTION SERVICES

Although CM@Risk has performed Pre-Construction Services pursuant to a separate Contract between City and CM@Risk, the completion, quality and accuracy of those services and the deliverables provided by City thereunder directly impact CM@Risk's performance of its obligations under this Contract. Therefore, all of CM@Risk's obligations, duties, and warranties in relation to Pre-Construction Services and deliverables survive completion of the Pre-Construction Services Contract and are incorporated herein. Any breach of any of CM@Risk's duties, obligations, or warranties under the Pre-Construction Services Contract will likewise be considered a breach of this Contract.

ARTICLE 4 - CONSTRUCTION SERVICES

4.1 GENERAL

4.1.1 CM@Risk agrees at its own cost and expense, to do all work necessary and required to fully, timely and properly complete the construction of the Project in strict accordance with the Contract Documents in a good and workmanlike manner, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified, and within the schedule, stated in attached **Exhibit A**.

4.1.2 CM@Risk must provide all of the labor and materials, and perform the Work in accordance with Section 4 of the General Conditions. Some, but not all, of the major components of the Construction Services and the corresponding subsections of Section 4 of the General Conditions are set forth below.

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

4.1.4 CM@RISK is the CITY's fiduciary responsible for undertaking all necessary action contemplated under the contract documents to construct the Project and ensure timely and quality completion of the Project at a cost within the Guaranteed Maximum Price (GMP).

4.1.5 At all times relevant to this Contract and performance of the Work, the CM@Risk must fully comply with all Laws, Regulations, or Legal Requirements applicable to City, the Project and the Contract, including, without limitation, those set forth on attached **Exhibit A**.

4.1.6 CM@Risk must perform the Work under this Contract using only those firms, team members and individuals designated by CM@Risk consistent with the Statement of Qualifications dated **July 15, 2020**, the GMP Proposal, or otherwise approved by City pursuant to the General Conditions. No other entities or individuals may be used without prior approval of the Project Manager.

4.1.7 CM@Risk will comply with all terms and conditions of the General Conditions.

4.1.8 In the event of a conflict between this Contract and the General Conditions or an exhibit hereto or appendix thereto, the terms of this Contract will control.

4.1.9 Ownership of Work Product. Notwithstanding anything to the contrary in this Contract, all Work Product prepared or otherwise created in connection with the performance of this Contract, including the Work, are to be and remain the property of City. For purposes of this provision, "Work Product" will include all designs, drawings, plans, specifications, ideas, renderings and other information or matter, in whatever form created (e.g., electronic or printed) and in all media now known or hereinafter created. All Work Product will be considered Work Made for Hire as defined in the United States Copyright Act 17 U.S.C. § 101 (Copyright Act). If for any reason, any such Work is found not to be a Work Made for Hire, CM@Risk hereby transfers and assigns ownership of the copyright in such Work to City. The rights in this Section are exclusive to City in perpetuity.

4.2 CM@RISK'S PRE-CONTRACT AND PRE-WORK DELIVERABLES

4.2.1 The CM@Risk must provide the Deliverables in accordance with Section 4.2 of the General Conditions.

4.3 **PRE-CONSTRUCTION CONFERENCE**

Refer to Section 4.3 of the General Conditions.

4.4 **PERFORMANCE OF THE WORK (INCLUDING FIELD MEASUREMENTS, SUBCONTRACTORS, AND SUPPLIERS)**

Refer to Section 4.4 of the General Conditions.

4.5 **CONTROL OF THE PROJECT SITE**

Refer to Section 4.5 of the General Conditions.

4.6 **PROJECT SAFETY**

Refer to Section 4.6 of the General Conditions.

4.7 **MATERIALS QUALITY, SUBSTITUTIONS AND SHOP DRAWINGS**

Refer to Section 4.7 of the General Conditions.

4.8 **PROJECT RECORD DOCUMENTS**

Refer to Section 4.8 of the General Conditions.

4.9 **WARRANTY AND CORRECTION OF DEFECTIVE WORK**

Refer to Section 4.9 of the General Conditions.

ARTICLE 5 - CITY RESPONSIBILITIES

5.1 City will have the responsibilities, and provide the information specified in, and subject to the conditions set forth in, Section 5 of the General Conditions.

ARTICLE 6 - CONTRACT TIME

6.1 **GENERAL**

6.1.1 The Contract Duration is **180** Calendar Days.

6.1.2 The Contract Time will start with the Notice to Proceed (NTP) and end with Final Acceptance, as set forth in Article 6.4 below. The Notice to Proceed cannot be issued until approval and acceptance by City of the GMP or Fixed Price.

6.1.3 The Contract Time will be as set forth in the Project Schedule. CM@Risk agrees that it will commence performance of the Work and complete the Project through Final Acceptance within the Contract Time.

6.1.4 Time is of the essence of this Contract for the Project, and for each phase and designated Milestone thereof.

6.2 PROJECT SCHEDULE

6.2.1 The Project Schedule approved as part of the GMP Proposal and incorporated herein as part of the attached **Exhibit D** must be updated and maintained throughout CM@Risk's performance under this Contract in accordance with Section 6.2 of the General Conditions.

6.2.2 Failure on the part of CM@Risk to adhere to the approved Project Schedule will be deemed a material breach and sufficient grounds for termination of this Contract by City.

6.2.3 Work must be completed to meet the following milestones after the Notice to Proceed:

	Milestone	Time	Liquidated damages for delay
1.		within days	$ per calendar day

6.3 SUBSTANTIAL COMPLETION

Substantial Completion must be achieved no later than the Substantial Completion Date set forth in the Project Schedule. Substantial Completion will be determined in accordance with Section 6.3 of the General Conditions.

6.4 FINAL ACCEPTANCE

6.4.1 Final Acceptance will be obtained within the time period set forth in the Project Schedule.

6.4.2 Final Acceptance will be issued pursuant to Section 6.5 of the General Conditions.

6.5 LIQUIDATED DAMAGES

6.5.1 Substantial Completion Liquidated Damages. CM@Risk acknowledges and agrees that if CM@Risk fails to obtain Substantial Completion of the Work within the Contract Time, City will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, City and CM@Risk agree that if CM@Risk fails to achieve Substantial Completion of the Work within the Contract Time, City will be entitled to retain or recover from CM@Risk, as

liquidated damages and not as a penalty, the sum per calendar day as indicated in MAG § 108.9.

6.5.2 Final Acceptance Liquidated Damages. For the same reasons set forth in Article 6.5.1 above, City and CM@Risk further agree that if CM@Risk fails to achieve Final Acceptance of the Work within the Contract Time, City will be entitled to retain or recover from CM@Risk, as liquidated damages and not as a penalty, the sum per calendar day as indicated in MAG § 108.9 commencing from the actual date of Substantial Completion or Final Acceptance as required under the Contract.

6.5.3 MAG Liquidated Damages. If no liquidated damages are specified in Articles 6.5.1 or 6.5.2 above, then the liquidated damages provisions in MAG § 108.9 will apply.

6.5.4 City may deduct liquidated damages described in this Article 6.5 from any unpaid amounts then or thereafter due CM@Risk under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due CM@Risk will be payable to City at the demand of City, together with interest from the date of the demand at the highest lawful rate of interest payable by CM@Risk.

6.6 MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES ONLY

6.6.1 CM@Risk and City waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

6.6.1.1 Damages incurred by City for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

6.6.1.2 Damages incurred by CM@Risk for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

6.6.2 This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Contract. Nothing contained in this Article 6.6 will be deemed to preclude an award of liquidated damages, when applicable, in accordance with Article 6.5 above.

6.6.3 Nothing herein will be deemed to constitute a waiver of any other remedy available to City in the event of CM@Risk's default under this Contract prior to full performance of the Work including, as applicable, specific performance or completion of the Work on behalf of CM@Risk, the cost and expense of which will be offset against any monies then or thereafter due to CM@Risk (if any) and otherwise immediately reimbursed to City by CM@Risk.

ARTICLE 7 - CONTRACT PRICE

7.1 CONTRACT PRICE

7.1.1 In exchange for CM@Risk's full, timely, and acceptable performances and construction of the Work under this Contract, and subject to all of the terms of this Contract, City will pay CM@Risk the "Contract Price," which:

The sum of the CM@Risk's Fee and reimbursable Cost of the Work, as defined in Section 15 of the General Conditions, which the CM@Risk guarantees will not exceed the GMP set forth in **Exhibit D** in the amount of **$2,333,877.75.** Costs which would cause the GMP to be exceeded must be paid by CM@Risk without reimbursement from City.

7.1.2 The Contract Price is all-inclusive and specifically includes all fees, cost, insurance and bond premiums, allowances, construction contingency, owner's contingency, and taxes of any type necessary to fully, properly and timely perform and construct Work.

7.2 COSTS

For any portion of the Work which, either through this Contract, Change Order or otherwise, is performed and paid for on a cost, or time and materials basis, the costs which may be reimbursed to CM@Risk and chargeable against the Contract Price will be determined as set forth in MAG § 109.5.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have executed this Contract through their duly authorized representatives and bind their respective entitles as of the effective date.

"CITY"

CITY OF CHANDLER

_____

MAYOR Date

Recommended By:

_____

Andrew Goh, P.E. Date
CIP City Engineer

APPROVED AS TO FORM:

_____

City Attorney

ATTEST:

_____

City Clerk Seal

"CM@RISK"

Achen Gardner Construction, LLC

6-30-2021

Signature Date

DANIEL J. SPITZA

Name

VICE PRESIDENT

Title

dspitza@achen.com

Signer Email Address

ATTEST: If Corporation

_____

Secretary

DIANA M. MARTINEZ
Notary Public, State of Arizona
Maricopa County
Commission # 556834
My Commission Expires
December 20, 2022

STATE OF ARIZONA)
)ss.
County of Maricopa)

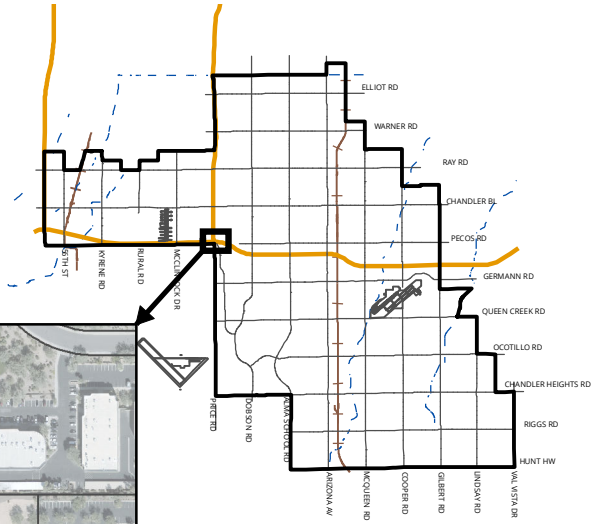
SUBSCRIBED AND SWORN TO before me, the undersigned notary public, by DANIEL J. SPITZA who was identified as the VICE PRESIDENT of ACHEN GARDNER CONSTRUCTION, LLC on this 30 day of JUNE 2021.

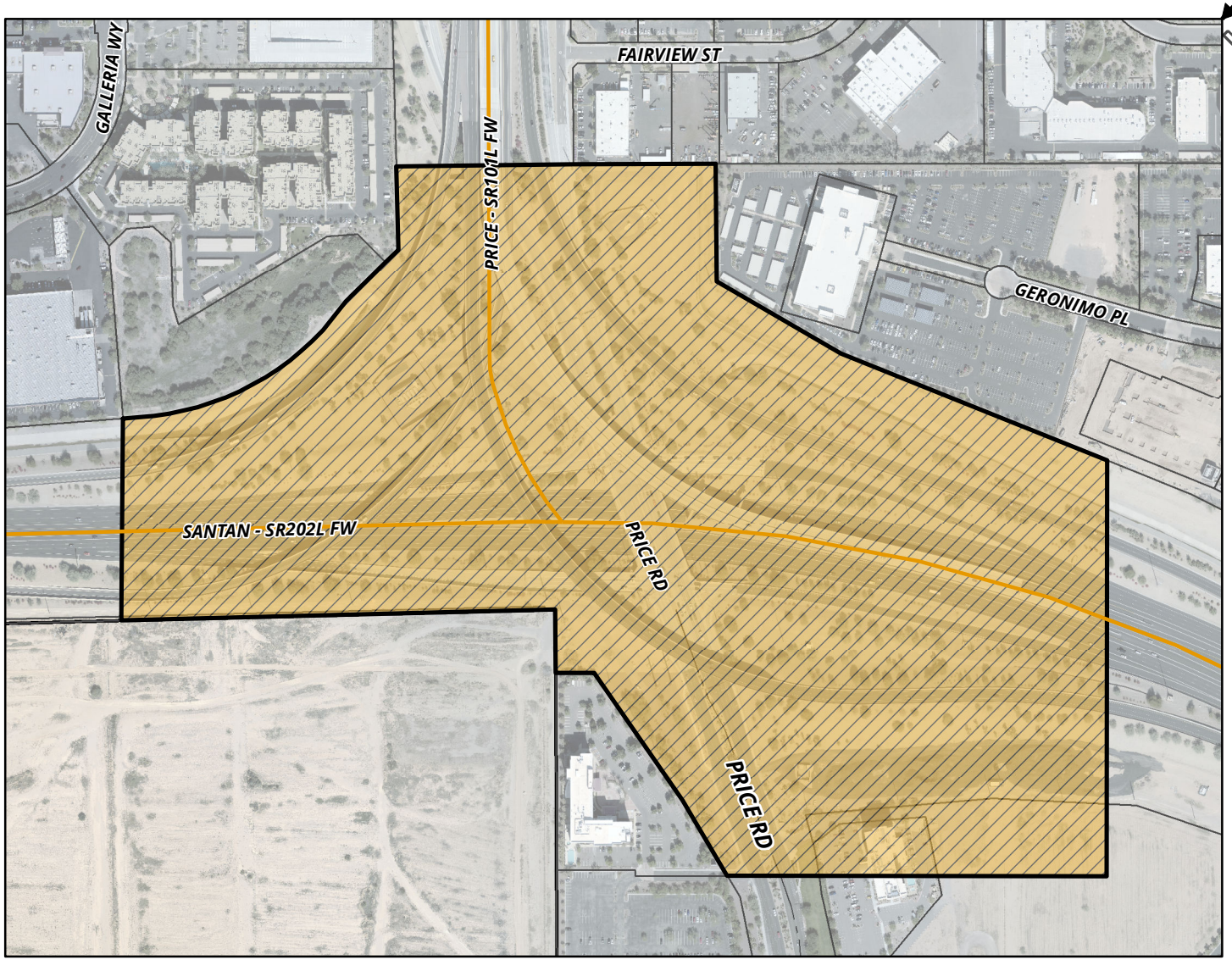
My commission expires:
12/20/2022

Notary Public

CHANDLER arizona

LOOP 101 AND 202 FREEWAY WATERLINE REHABILITATION PROJECT NO. WA2008.401





MEMO NO. CP21-181

PROJECT LOCATION

NTS

ChanGIS

P:\PWDATA\ENGINEER\ENGINEER\CAPITAL PROJECTS\ALL Projects\WA\WA2008 Loop101 and Loop 202 Freeway Waterline Rehabilitation\01 Contract Docs\02 Contracts\401 Construction

CHANDLER arizona
Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** N/A

Date: July 12, 2021
To: Mayor and Council
Thru: Joshua H. Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
John Knudson, Public Works and Utilities Director
From: Jeff Auker, Water Distribution Superintendent
Subject: Agreement No. PW1-745-4336, with Vincon Engineering Construction, LLC, for Right-of-Way Repairs

Proposed Motion:
Move City Council approve Agreement No. PW1-745-4336, with Vincon Engineering Construction, LLC, for right-of-way repairs, in an amount not to exceed $120,000, for a one-year period, August 1, 2021, through July 31, 2022, with the option of up to four (4) additional one-year extensions.

Background/Discussion:
Repair and maintenance of water distribution mains, service connections, valves, and hydrants often require removal of existing concrete and asphalt within the right-of-way. The Water Distribution Division will use this agreement to repair damage to City's right-of-way as a result of water main break repairs or maintenance of the water distribution system.

Evaluation:
On April 30, 2021, City staff issued an Invitation for Bid for right-of-way repairs. Notification was sent to all registered vendors. Two responses were received from the following bidders:

1. Lincoln Constructors, Inc.
2. Vincon Engineering Construction, LLC

Staff recommends award to Vincon Engineering Construction, LLC, as the lowest responsive and responsible bidder. The term of this agreement is August 1, 2021, through July 31, 2022, with the option of up to four (4) one-year extensions.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
605.3800.5219.0.0.0	Water Operating	Other Professional Services	$120,000	N

Attachments

Agreement - Vincon

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City Clerk Document No. _____

City Council Meeting Date: July 15, 2021

CITY OF CHANDLER SERVICES AGREEMENT
RIGHT OF WAY REPAIRS
CITY OF CHANDLER AGREEMENT NO. PW1-745-4336

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Vincon Engineering Construction, LLC, an Arizona Limited Liability Corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 2021(Effective Date).

RECITALS

A. City proposes to provide right of way repairs as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

B. Contractor is ready, willing, and able to provide the services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

C. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Contractor agree as follows:

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:
Agreement means the legal agreement executed between the City and the Contractor
City means the City of Chandler, Arizona
Contractor means the individual, partnership, or corporation named in the Agreement
Days means calendar days
May, Should means something that is not mandatory but permissible
Shall, Will, Must means a mandatory requirement

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SECTION II: CONTRACTOR'S SERVICES

Contractor must perform the services described in Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION III: PERIOD OF SERVICE

Contractor must perform the services described in Exhibit A for the term of this Agreement.

The term of the Agreement is **ONE year**, and begins on **August 1, 2021** and ends on **July 31, 2022** unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to **FOUR** additional terms of **ONE year** each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION lV: PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit B for performance of the services approved and accepted by the City under this Agreement must not exceed $120,000. Contractor must submit requests for payment for services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work completed on the service during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted services within 30 days of the City's receipt of the request for payment. Contractor bears all responsibility and liability for any and all tax obligations that result from Contractor's performance under this Agreement.

SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify

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the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by the Contractor. In the event the City abandons or suspends the services, or any part of the services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the work Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's work to appraise the work completed. The Contractor will receive compensation in full for services performed to the date of such termination. The fee shall be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is

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no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor's property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's

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agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. The Contractor agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Agreement.

5.8 Notices. Unless otherwise provided, notice under this Agreement must 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 date notice is sent if by electronic mail, or (c) 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:

For the City	**For the Contractor**
Name: Raquel McMahon	Name: Troy Colby
Title: Procurement Officer	Title: Managing Member
Address: Mail Stop 901, P.O. Box 4008	Address: 1831 N. Rochester
Chandler, AZ 85244	Mesa, AZ 85213
Phone: 480-782-2407	Phone: 480-495-3937
Email: raquel.mcmahon@chandleraz.gov	Email: tcolby@vinconllc.com

5.9 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and the City.

5.10 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between the Contractor and the City, the final determination at the administrative level will be made by the City Purchasing and Materials Manager.

5.11 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

5.12 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

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5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by the City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Laws. Contractor understands, acknowledges, and agrees to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. All services performed by Contractor must also comply with all applicable City of Chandler codes, ordinances, and requirements. Contractor agrees to permit the City to verify Contractor's compliance.

5.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore,

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Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with§ 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.RS. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.24 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons, entities, and projects identified to the City, the services performed by the Contractor under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the City's interests.

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Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.25 Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

5.26 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a minimum, Contractor must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying

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information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this Section must survive the termination of this Agreement.

5.27 Jurisdiction and Venue. This Agreement is made under, and must 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. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.28 Survival. All warranties, representations, and indemnifications by the Contractor must survive the completion or termination of this Agreement.

5.29 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.30 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.31 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

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

5.33 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for the City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

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5.34 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

5.35 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.36 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.37 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.38 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A - Scope of Services
Exhibit B – Pricing
Exhibit C – Sign Detail
Exhibit D - Insurance
Exhibit E – Special Conditions

5.39 Special Conditions. As part of the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

5.40 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month, the Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which

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fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. The Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

5.41 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.42 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Contractor must maintain all applicable City, state, and federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.43 Warranties. Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including, but not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.44 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.45 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.46 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

5.47 Performance and Payment Bonds. At the time City issues Notice of Contract Award, Contractor must provide a Performance Bond and a Payment Bond, each in an amount equal to the full amount of the Contract Price.

Each such bond must be executed by a surety company or companies holding a Certificate of Authority to transact surety business in the State of Arizona, issued by the Director of the Arizona Department of

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Insurance and must be named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. A copy of the Certificate of Authority must accompany the bonds. The Certificate must have been issued or updated within two (2) years prior to the execution of this Agreement. The bonds must 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, as by law required.

The bonds must be made payable and be acceptable to City. The bond forms for the performance and payment bonds must be in the forms required under A.R.S. § 34-221, *et. Seq.,* as in Appendices 4 and 5 of these General Conditions.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract Documents, Contractor must promptly furnish a copy of the bonds or must permit a copy to be made.

All bonds submitted for this Project must be provided by a company which has been rated AM Best rating of A- or better for the prior four quarters by the latest edition of the 'Results Best's Key Rating Guide (Property/Casualty)" published by the A.M. Best Company.

This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

FOR THE CITY	**FOR THE CONTRACTOR**
By: _____	By: Troy Colby
Its: Mayor	Its: Troy Colby

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

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EXHIBIT A TO AGREEMENT
SCOPE OF SERVICES

GENERAL INFORMATION

Contractor will provide right of way repairs on an as needed basis. The City estimates that 90% of the resulting work shall be routine in nature with the remaining 10% emergency repairs. All "repair" type work is intermittent, rarely scheduled in advance and relatively small. Typically the city requires a 5' X 8' asphalt patch and concrete collar for valve work, a 2' X 20' asphalt patch for new services, concrete sidewalk panel replacements and random size asphalt patches for main repairs.

A "minimum charge" is allowed for projects under 5'x8' in size. For clarification, this charge will not be **added** to the rates of the actual work. If the total project cost based on bid pricing for jobs under 5'x8' is less than the minimum charge, the cost of the job will be the minimum charge. Trip fee charges are not allowed.

The City of Chandler reserves the right to allow other City Departments to use this contract, based on the City's needs.

CONTRACT ADMINISTRATOR

The Contract Administrator shall audit billings, approve payments, establish schedules, initiate services/repair requests, approve addenda to the contract, and generally be responsible for overseeing the execution of the contract.

MINIMUM CONTRACTOR QUALIFICATIONS

The Contractor shall be in compliance with all applicable Federal, State, Local, ANSI and OSHA laws, rules and regulations and all other applicable regulations for the term of this contract.

The Contractor, without additional expense to the City, shall be responsible for obtaining and maintaining any necessary licenses and permits required in connection with the completion of the required services herein.

Contractor must hold a valid license issued by the State of Arizona Registrar of Contractors prior to submission of a bid and must maintain same throughout the duration of the contract term and any subsequent contract extensions. Failure to maintain said license may be grounds for default of the contract and subsequent termination.

The Contractor may not subcontract any segment or services covered herein, without prior approval of the Contract Administrator. All subcontractors used under the scope of this contract shall meet all requirements, terms and conditions set forth herein. All subcontracted services shall be warranted by and be the responsibility of the Contractor.

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The Contractor **MUST** have and maintain full time Company representation located in the Phoenix, Arizona metropolitan area, with the ability and authority to address all Contract issues that may develop. The Contractor shall provide to the Contract Administrator, the individual's name and contact information, including cellular phone, pager, and off-hours phone numbers.

CONTRACTOR'S RESPONSIBILITIES

Under the scope of this contract the Contractor's requirements shall include, but are not limited to:

- Contractor shall furnish all labor, materials and equipment necessary for the completion of the scope of work described herein. Pricing shall include all costs to complete the work including mobilization and travel charges if applicable. The Contractor shall have sufficient personnel and equipment to complete all work requests, as defined in this Solicitation, in the time frame required by the Contract Administrator.
- Contractor shall meet or exceed time frames required.
- Perform all repairs under the scope of this contract in the manner provided.

GENERAL REQUIREMENTS:

1.1 **Concrete:** CONTRACTOR shall be required to provide concrete repair & maintenance services on an "as needed" basis, including the furnishing all labor, equipment, traffic control (per City of Chandler specifications) and materials required for the completion of a repair project. Work shall consist of concrete repair and replacement/ installation to include, but not be limited to, valve collars, handicap ramps, driveway entrances, alleyway entrances, curb & gutter, sidewalks, valley gutters & pans, and asphalt and base repair. Work may also consist of upgrading handicap ramps, driveway entrances, alley way entrances and sidewalks to meet current Americans with Disabilities Act (ADA) standards in compliance with 28 CFR, Part 35.150, and existing facilities. All work shall be performed in accordance with Arizona Revised Statute 34-201.C.D.

1.2 The CITY is mandated to provide accessibility improvements to curb ramps and driveways whenever a pavement resurfacing is done. To accomplish this requirement, CONTRACTOR shall repair and/or retrofit existing curb ramps and driveways to the best extent possible to meet current Americans with Disabilities Act (ADA) standards contained in 28 Code of Federal Regulations (CFR) Part 35.151 and "Designing Sidewalks and Trails for Access, Part 2" (Chapters 5 and 7) or as directed by Contract Administrator/designee.

1.3 **Asphalt:** CONTRACTOR shall be required to make asphalt repairs and maintenance work in accordance with Maricopa Association of Governments (MAG) Standard Details 200 and City of Chandler specifications Detail C-110. The work may include the application of other M.A.G. and City of Chandler standard details and specifications per the most current City of Chandler and/or M.A.G. standard details and specification. CONTRACTOR shall be required to saw cut or mill all areas marked for removal prior to patching. All saw cut edges within the patch area shall receive a tack coat prior to placement of new material. Tack material for edge tacking and ABC for fill-in will be incidental to work, and cost will be included in removal/replacement if it is deemed a necessity**.**

2**.** **MATERIALS.** CONTRACTOR shall ensure that concrete conforms to the applicable requirements of MAG specification section 725 and applicable MAG or City of Chandler standard detail. Concrete

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repair and maintenance shall comply with MAG specification section 340 as applicable. Asphalt cut-and-patch for concrete forms shall be replaced flushed with existing pavement edges. Asphalt patching shall comply with City of Chandler Standard Specification No. 3. Asphalt concrete shall be placed in accordance with the requirements in MAG standard specifications section 321 and 336.

2.1 No work shall be completed under this Agreement without prior written approval from Contract Administrator/designee. A Notice to Proceed (NTP) via CITY e-mail will be used as approval for all work to be completed by CONTRACTOR. The NTP shall include emergency and/or routine priority. E-mail notification shall be sent to the Contract Administrator/designee by the Contractor with the estimated date of completion for all repairs no later than three (3) days after NTP was received.

2.2 Maricopa County related projects require ½ sack slurry and T-Top per MAG specs. In addition, Maricopa County related projects are to be identified in the Notification and will require an approved Maricopa County Traffic Control Plan. Maricopa County related projects will also require a County permit and projects shall be completed within 14-days after the traffic control plan and permit are issued.

1. **ESTIMATED QUANTITIES.** The quantities shown on Exhibit C (attached) are estimates only, based upon available information. Payment shall be based on actual quantities. There is no guarantee as to minimum quantity required by CITY. The CITY reserves the right to increase or decrease the actual quantities listed.

2. **NOTIFICATION OF PUBLIC.** CITY and CONTRACTOR shall notify all affected citizens and businesses by door flyer 48 hours prior to start of work. Note: Contract Administrator/designee shall provide a list of email addresses to CONTRACTOR for prior notification to public. Door flyer shall include, as a minimum, all pertinent information such as description of work, date, time, schedules and CONTRACTOR name, and a 24-hour contact phone number(s). The flyer information shall be submitted to the Contract Administrator/designee for approval prior to distribution. This information shall also be emailed to Contract Administrator/designee(s) as well as the City Inspector no later than 48-hours prior to commencing work.

3. **EXISTING UTILITIES.** CONTRACTOR shall be responsible for identifying and locating (blue stake) all existing utilities within and around the work area and will take all necessary steps to protect such utilities from damage. CONTRACTOR shall be responsible for the repair of all damaged utilities resulting from this work and will coordinate with utility companies and affected residents and businesses for require outages. CONTRACTOR shall adjust to finished grade all affected utility junction boxes and utility concrete collars as required.

4. **PROTECTION OF ADJACENT PROPERTY.** CONTRACTOR shall take all necessary steps to protect adjacent public or private properties during work. CONTRACTOR shall restore any damage to adjacent property at CONTRACTOR expense and to the satisfaction of the Contract Administrator/designee.

5. **DEMO AND REMOVAL.** CONTRACTOR shall remove excavated and demolished materials immediately from work site at their cost. Steel plates shall be used where excavated area cannot be backfilled or where concrete placement for valley gutters across roadway surface or drive

entrances are done in phases. Steel plates shall be gradually ramped from plate edges with EPA approved material and the street or drive entrance opened immediately to traffic. CONTRACTOR shall use barricades and "sidewalk closed" signs as required.

6. **WATER FOR REPAIR AND MAINTENANCE PURPOSE.** Should CONTRACTOR desire to use water from CITY mains, CONTRACTOR shall make application to Utility Billing for a fire hydrant meter and pay all the required deposits and costs. CONTRACTOR shall not take water from CITY mains until a meter is installed.

7. **DETECTABLE WARNING.** Detectable warning shall consist of truncated domes as determined in MAG specification section 340. All truncated dome tiles shall be approved by the contract administrator or designee prior to installation. .

8. **TRAFFIC CONTROL & CONSTRUCTION SIGNS.** CONTRACTOR shall adhere to all CITY, State and Federal Traffic and Safety guidance, City of Chandler Traffic Barricades Design Manual #7 and City of Chandler Municipal code 46-2.7.E construction sign requirements. CONTRACTOR shall submit all traffic control plans for approval by the City of Chandler Traffic Division before any work may progress. It shall be CONTRACTOR's responsibility to get an approved Traffic Control Plan in advance for every project requested under this Agreement.

9. **CLEAN UP.** All public and private property and grounds occupied by CONTRACTOR in connection with the work shall be cleaned of all rubbish and excess materials after each workday; additionally, temporary structures and equipment shall be removed at the end of the project. All parts of the work shall be left in an acceptable condition before final acceptance.

10. **NOTIFICATION OF COMPLETION/INVOICES.** CONTRACTOR shall send email notification to Contract Administrator/designee with the address / location and CITY tracking number when work is completed. Invoices must be emailed to Contract Administrator/Designee no later than **30 days** after the work is completed.

11. **DUST CONTROL.** CONTRACTOR shall keep suitable equipment on hand at the job site for maintaining dust control and shall employ appropriate equipment for that purpose in accordance with the requirements of the "Maricopa County Health Department Air Pollution Control Regulations". CONTRACTOR shall be responsible for obtaining an Air Quality Permit from Maricopa County prior to starting the required work, especially if earth-moving operations are involved. CONTRACTOR shall pay all permit fees.

12. **TIME REQUIRED FOR COMPLETION.** CONTRACTOR shall complete all assigned routine repairs within **14 days (or fewer) of Notice to Proceed**. Emergency repairs shall be completed within **7 days (or fewer) of Notice to Proceed**. No work shall be completed under this Agreement without prior written approval from Contract Administrator/designee. A Notice to Proceed (NTP) via CITY e-mail will be used as approval for all work to be completed by CONTRACTOR. The NTP shall include emergency and/or routine priority. Failure to meet the completion time frames may result in contract termination.

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EXHIBIT B-PRICING

Section 1 – Routine Repairs / Service (requires a 14-day repair time). Prices are tax inclusive.

Line #	Description	U.O.M.*	Qty	Unit Price
1.	**Saw cut: per linear foot / per inch**			
	0-2.0" deep	LF	400	$0.50
	2.1" – 3.0" deep	LF	400	$1.00
	3.1" – 4.0" deep	LF	400	$1.50
	Greater than 4.0" deep	LF	400	$5.00
2.a.	**EVAC Asphalt Removal & Replacement**			
	0" to 4.0" deep, 1 – 10 sq. yd.	SY	400	$90.00
	0" to 4.0" deep, 11 – 100 sq. yd.	SY	400	$85.00
	4" to 8" deep, 1 – 10 sq. yd.	SY	400	$115.00
	4" to 8" deep, 11 – 100 sq. yd.	SY	400	$110.00
2.b.	**Rubberized Asphalt Removal & Replacement**			
	0" to 4.0" deep, 1 – 10 sq. yd.	SY	80	$100.00
3.	2" Asphalt Cap	SY	800	$35.00
4.	Asphalt milling up to 2" deep per sq. yd.	SY	80	$9.00
5.	Asphalt milling between 2.1"-4.0" deep per sq. yd.	SY	80	$10.00
6.	Sub-base and sub-base grade removal and replacement, per cu yd.	CY	80	$185.00
7.	City of Chandler Uniformed Police Officer (if required). Contractor to be paid the cost of hiring police officer.	N/A	N/A	$3500
8.	Traffic control for arterial and collector (per 24-hour day)	DAY	60	$850.00
9.	Traffic control for local streets (per 24-hour day)	DAY	15	$200.00
10.	New A/C only, 1" deep per sq. yd.	SY	75	$15.00
11.	Remove concrete curb & gutter (per lineal foot)	LF	175	$14.00
12.	Place concrete curb & gutter (per lineal foot)	LF	175	$30.00
13.	Removal of concrete flatwork, 0-4" (per sq. ft.)	SF	120	$3.50
14.	Removal of concrete flatwork, 4.1" – 8.0" (per sq. ft.)	SF	120	$4.75
15.	Place finished concrete flatwork, 0-4" (per sq. ft.)	SF	400	$9.50
16.	Place finished concrete flatwork, 4.1" – 8.0" (per sq. ft.)	SF	120	$12.00
17.	Sidewalk, Per MAG Detail #230	SF	800	$9.50
18.	Ramp, Per MAG Detail #235-1 (2017)	EA	1	$1,000.00
19.	Valve Box/Collars Per COC Standard C307 & C317	EA	15	$600.00
20.	Ramp, Per MAG Detail #235-5 (2017)	EA	1	$1,000.00
21.	General survey	EA	20	$100.00
22.	Crack seal (per lineal foot)	LF	400	$1.50
23.	Minimum Charge for Projects under 5' x 8' in size	EA	20	$2,500.00

Section 2 – Emergency Repairs / Service (requires a 7 day repair time). Prices are tax inclusive.

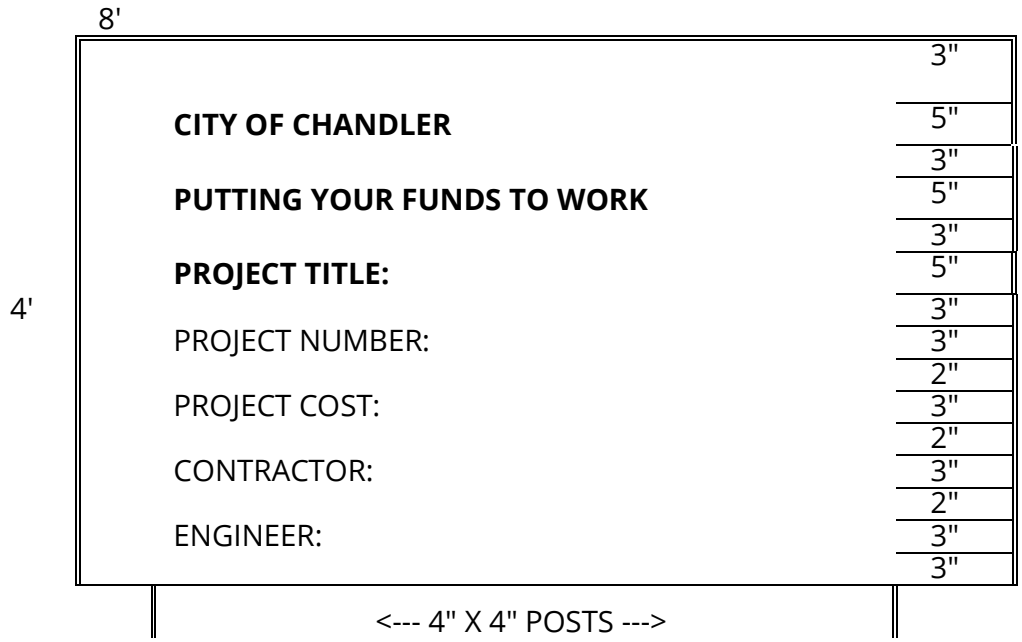
Line #	Description	U.O.M.*	Qty	Unit Price
1.				
	0-2.0" deep	LF	250	$0.50
	2.1" – 3.0" deep	LF	250	$1.00
	3.1" – 4.0" deep	LF	250	$1.50
	Greater than 4.0" deep	LF	250	$5.00
2.a.				
	0" to 4.0" deep, 1 – 10 sq. yd.	SY	250	$90.00
	0" to 4.0" deep, 11 – 100 sq. yd.	SY	250	$85.00
	4" to 8" deep, 1 – 10 sq. yd.	SY	250	$115.00
	4" to 8" deep, 11 – 100 sq. yd.	SY	250	$110.00
2.b.				
	0" to 4.0" deep, 1 – 10 sq. yd.	SY	50	$100.00
3.	2" Asphalt Cap	SY	500	$35.00
4.	Asphalt milling up to 2" deep per sq. yd.	SY	50	$9.00
5.	Asphalt milling between 2.1"-4.0" deep per sq. yd.	SY	50	$10.00
6.	Sub-base and sub-base grade removal and replacement, per cu yd.	CY	50	$185.00
7.	City of Chandler Uniformed Police Officer (if required). Contractor to be paid the cost of hiring police officer.	N/A	N/A	N/A
8.	Traffic control for arterial and collector (per 24-hour day)	DAY	40	$850.00
9.	Traffic control for local streets (per 24-hour day)	DAY	10	$200.00
10.	New A/C only, 1" deep per sq. yd.	SY	50	$15.00
11.	Remove concrete curb & gutter (per lineal foot)	LF	100	$14.00
12.	Place concrete curb & gutter (per lineal foot)	LF	100	$30.00
13.	Removal of concrete flatwork, 0-4" (per sq. ft.)	SF	75	$3.50
14.	Removal of concrete flatwork, 4.1" – 8.0" (per sq. ft.)	SF	75	$4.75
15.	Place finished concrete flatwork, 0-4" (per sq. ft.)	SF	250	$9.50
16.	Place finished concrete flatwork, 4.1" – 8.0" (per sq. ft.)	SF	75	$12.00
17.	Sidewalk, Per MAG Detail #230	SF	500	$9.50
18.	Ramp, Per MAG Detail #235-1 (2017)	EA	1	$1,000.00
19.	Valve Box/Collars Per COC Standard C307 & C317	EA	5	$600.00
20.	Ramp, Per MAG Detail #235-5 (2017)	EA	1	$1,000.00
21.	General survey	$	10	$100.00
22.	Crack seal (per lineal foot)	$	250	$1.50
23.	Minimum Charge for Projects under 5' x 8'	EA	10	$2,500.00

***U.O.M. are listed as estimates ONLY and are not guaranteed.**

****CONTRACTOR shall use the most current City of Chandler and/or M.A.G. standard details and specifications.**

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EXHIBIT C
CONSTRUCTION SIGN DETAIL



NOTES:

SIGN(S) SHALL BE FURNISHED AND ERECTED PRIOR TO COMMENCEMENT OF CONSTRUCTION. POSTS SHALL BE ANCHORED A MINIMUM OF TWO FEET INTO THE GROUND. BOTTOM OF SIGN SHALL BE A MINIMUM OF FOUR FEET ABOVE THE GROUND.

TYPICAL PROJECT IDENTIFICATION SIGN FOR GENERAL PROJECTS SHALL BE NON-REFLECTORIZED **ORANGE** BACKGROUND, AND NON-REFLECTORIZED **BLACK** LETTERS AND NUMERALS.

ONE SIGN SHALL BE ERECTED FOR BUILDINGS AND OTHER LIMITED AREA SINGLE SITES. FOR MULTIPLE SITES, ONE SIGN SHALL BE ERECTED AT EACH SITE.

FOR LINEAR PROJECTS ONE HALF MILE OR LONGER, PLACE ONE SIGN AT EACH END OF THE PROJECT.

Construction signs required for work:

Whenever any work is being done in CITY streets, easements or right of way for which approval by CITY of a traffic control plan is required, the person or persons performing such work shall maintain at the site of such work at all times during which any such work is being done, signage meeting the requirements set forth below and providing information to the public as follows:

1. If the work will take one (1) week or longer to perform, such signage shall:

1. Be installed so that the bottom of the sign is at least seven (7) feet above grade, or as otherwise approved by CITY Transportation Engineer;
2. Be at least 3'x5' in size or large enough to contain all the information required below, whichever is larger.
3. Be placed in such positions that they can be read by traffic from each direction.
4. Be colored "construction orange" with black letters.
5. Have block letters at least 6" in height.
6. Contain the following information: the name of the CONTRACTOR for whom the work is being performed; the name of the CONTRACTOR actually performing the work; a general description of the work to be done; the time frame within which the work will be performed, i.e. the date work will commence and the date all work will be completed; a 24-hour contact phone number where persons may speak with a representative of the CONTRACTOR for whom the work is being performed or may leave a request to speak with such a representative and for which all calls will be turned by such a representative of the CONTRACTOR within 24-hours.

2. If the work will take less than one (1) week to perform, such signage shall:

i. Be installed on temporary supports at an approved location;
ii. Be placed in such positions that they can be read by traffic from each direction;
iii. Be colored "construction orange" with black letters;
iv. Have block letters at least 6" in height;
v. Contain the following information: the name of CONTRACTOR for whom the work is being performed;
vi. a 24-hour contact phone number where persons may speak with a representative of the CONTRACTOR for whom the work is being performed or may leave a request to speak with such a representative and for which all calls will be returned by such a representative of the CONTRACTOR within 24-hours.

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(CONTRACTOR)
RIGHT OF WAY
REPAIRS
3-1-21 TO 11-30-21
(480) 782-XXXX

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EXHIBIT D TO AGREEMENT
INSURANCE

INSURANCE

General.

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

B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

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

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

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

F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

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

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

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

D. *Builders' Risk/Installation Floater Insurance.* The Contractor bears all responsibility for loss to all equipment or Work under construction. Unless waived in writing by the City the Contractor will purchase and maintain in force Builders' Risk/Installation Floater insurance on the entire Work until completed and accepted by the City. This insurance will be Special Causes of Loss policy form, (minimally including perils of fire, flood, lightning, explosion, windstorm and hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, and collapse), completed value, replacement cost policy form equal to the contract price and all subsequent modifications. The Contractor's Builders' Risk/Installation Floater insurance must be primary and not contributory.

1. Builders' Risk/Installation Floater insurance must cover the entire Work including reasonable compensation for architects and Contractors' services and expenses and other "soft costs" made necessary by an insured loss. Builders' Risk/Installation Floater insurance must provide coverage from the time any covered property comes under the Contractor's control and or responsibility, and continue without interruption during course of construction, renovation and or installation, including any time during which any project property or equipment is in transit, off site, or while on site for future use or installation. Insured property must include, but not be limited to, scaffolding, false work, and temporary buildings at the site. This insurance must also cover the cost of removing debris, including demolition as may be legally required by operation of any law, ordinance, regulation or code.
2. The Contractor must also purchase and maintain Boiler and Machinery insurance with the same requirements as Builders' Risk/Installation Floater insurance cited above if the Work to be performed involves any exposures or insurable property normally covered under a Boiler and Machinery insurance policy or made necessary as required by law or testing requirements in the performance of this Contract/Agreement. The Contractor will be responsible for any and all deductibles under these policies and the Contractor waives all rights of recovery and subrogation against the City under the Contractor's Builders' Risk/Installation Floater insurance described herein.
3. Builders' Risk/Installation Floater Insurance must be maintained until whichever of the

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following first occurs: (i) final payment has been made; or, (ii) until no person or entity, other than the City, has an insurable interest in the property required to be covered.

a. The Builders' Risk/Installation Floater insurance must be endorsed so that the insurance will not be canceled or lapse because of any partial use or occupancy by the City.
b. The Builders Risk/Installation Floater insurance must include as named insureds, the City, the Contractor, and all tiers of subcontractors and others with an insurable interest in the Work who will be named as additional insureds unless they are able to provide the same level of coverage with the City and Contractor named as additional insureds. Certificates must contain a provision that the insurance will not be canceled or materially altered without at least 30 days advance notice to the City. The City must also be named as a Loss Payee under the Builders' Risk/Installation Floater coverage.
c. The Builders Risk/Installation Floater insurance must be written using the Special Causes of Loss policy form, replacement cost basis.
d. All rights of subrogation under the Builders Risk/Installation Floater insurance are, by this Contract/Agreement, waived against the City, its officers, officials, agents and employees.
e. The Contractor is responsible for payment of all deductibles under the Builders' Risk/Installation Floater insurance policy.

Additional Policy Provisions Required.

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

1. The Contractor's insurance must contain broad form contractual liability coverage.

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

3. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.

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

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

7. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

B. *Insurance Cancellation During Term of Contract/Agreement.*

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.

2. Each insurance policy required by the insurance provisions of this Contract/Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten days prior notice may be given. Such notice shall be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect.

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

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

2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

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EXHIBIT E TO AGREEMENT
SPECIAL CONDITIONS

WORK IN CITY RIGHT-OF-WAY

Work within the City's Right-of-Way. All work performed within the City's Right-of-Way by the Contractor and his/her subcontractors must comply with the City of Chandler requirements.

ITEM 36

CHANDLER arizona
Community of Innovation

City Council Memorandum **Development Services Memo No.** 21-037

Date: July 12, 2021
To: Mayor and Council
Thru: Joshua H. Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
Derek D. Horn, Development Services Director
From: Benjamin Cereceres, City Planner
Subject: ANX21-0002 Annexation of approximately 3.8 acres West of the Southwest corner of Willis and McQueen roads
Request: Annexation Public Hearing, Approximately 3.8 Acres located West of the Southwest corner of Willis and McQueen roads
Location: West of the Southwest corner of Willis and McQueen roads
Applicant: Linda Heaps

Background Data:

- Located west of the southwest corner of Willis and McQueen roads
- Zoned Rural-43 (RU-43) within Maricopa County
- Approximately 3.8 acres
- Upon annexation, initial City Zoning will be Agricultural (AG-1) district
- A Rezoning and Preliminary Development Plan application is in review and will be forthcoming to the City Council for a multi-family development consisting of 44 units

Surrounding Land Use Data:

North	Across Willis Road: Existing Single-Family lots Zoned Agricultural District (AG-1) & Single-Family District (SF-33)	South	San Tan Freeway (Loop 202)
East	Vacant lot Zoned Agricultural District (AG-1)	West	Single-Family lots Zoned Planned Area Development (PAD)

General Plan and Area Plan Designations:

	Existing
General Plan	Neighborhoods
Chandler Airpark Area Plan	Parks and Open Space

Utility Service:

Existing municipal water service, wastewater service, and reclaimed water are available in Willis Road.

Staff Comments

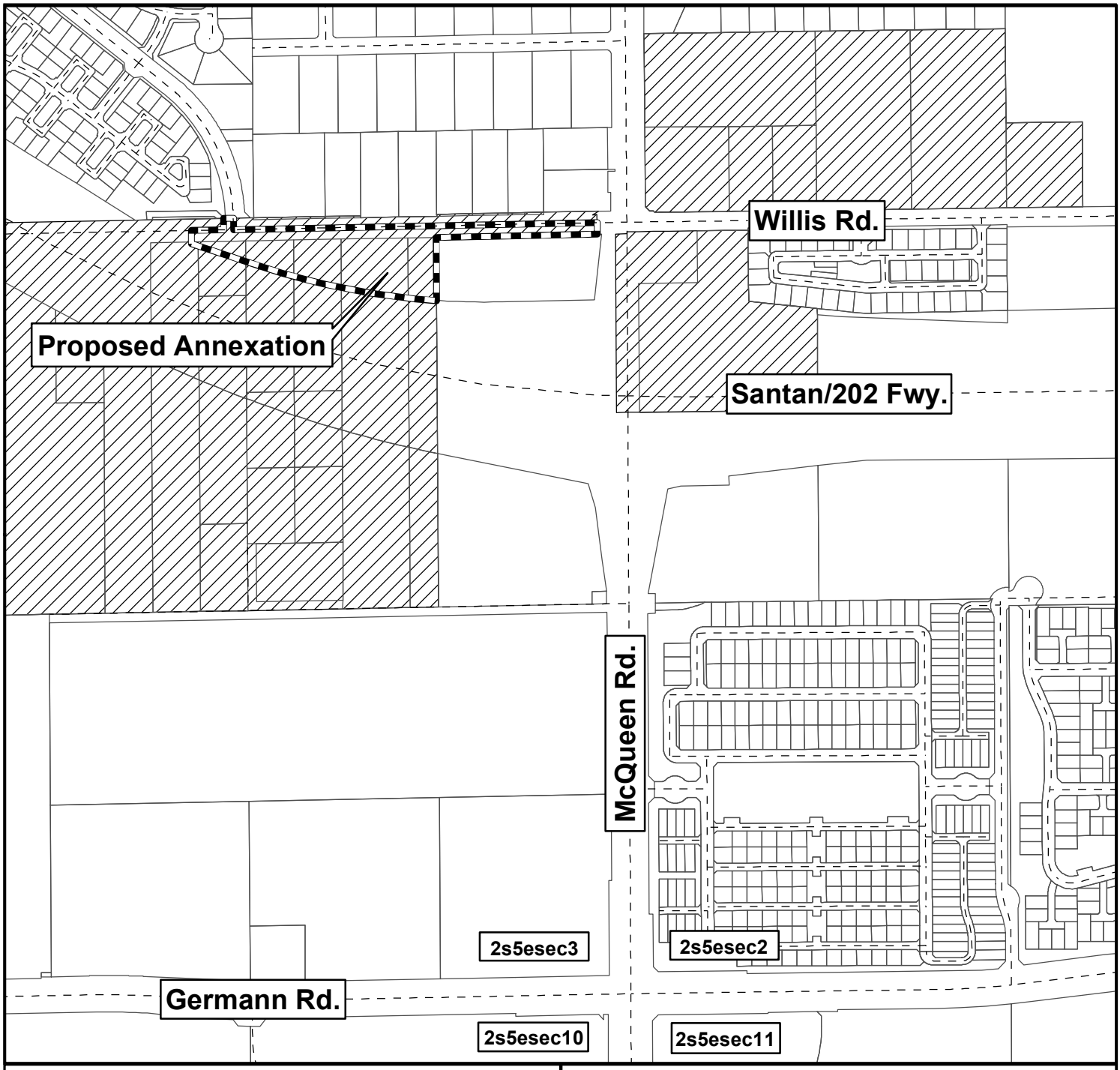
Staff circulated this request among City departments and received no negative comments relative to the property's annexation.

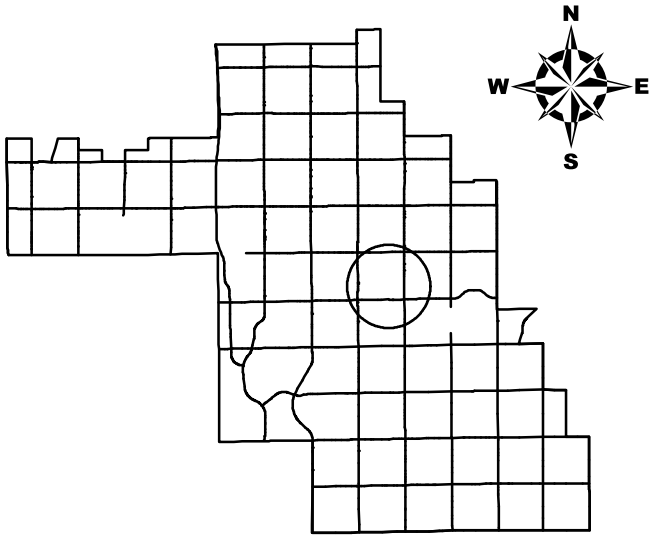
Mayor's Statement

The Public Hearing regarding the proposed annexation is now open for comment.

Attachments

Annexation Maps





City of Chandler 6/23/2021

Annexation Map

Proposed Annexation

West of the Southwest Corner of Willis and McQueen Roads

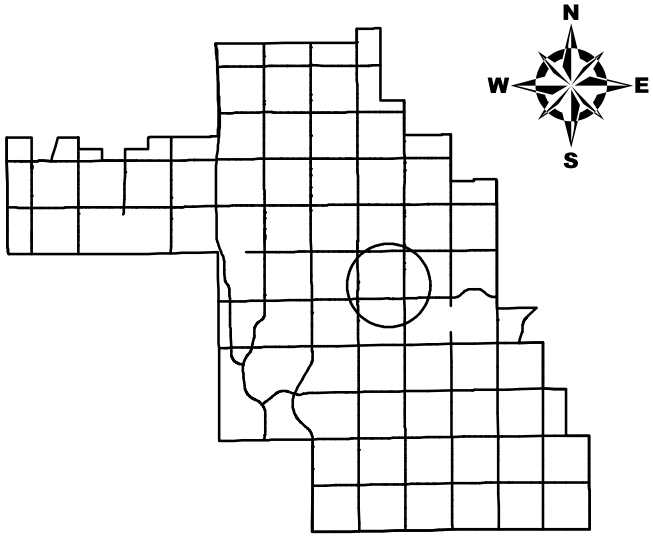
Incorporated Area

Unincorporated Area

0 125 250 500 750 1,000 Feet

Exhibit A





City of Chandler 6/23/2021

Annexation Map

Proposed Annexation

West of the Southwest Corner of Willis and McQueen Roads

Incorporated Area

Unincorporated Area

0 125 250 500 750 1,000 Feet

Exhibit A

ITEM 37

CHANDLER arizona
Community of Innovation

City Council Memorandum **Development Services Memo No.**

Date: July 12, 2021
To: Mayor and Council
From: Development Services Department
Subject: Study Session & Regular Minutes of June 2, 2021, Planning and Zoning Commission

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Attachments

June 2, 2021 Study Session Minutes
June 2, 2021 Regular Meeting Minutes

STUDY SESSION MINUTES OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF CHANDLER, ARIZONA June 2, 2021, held in the City Council Chambers, 88 E. Chicago Street.

1. CALL TO ORDER/ ROLL CALL

CHAIRMAN HEUMANN called the study session to order at 4:32 p.m.
The following Commissioners answered Roll Call:
Chairman Rick Heumann
Vice Chairman David Rose
Commissioner George Kimble
Commissioner Matt Eberle
Commissioner Michael Flanders
Commissioner Gregg Pekau

Absent:

Also, present:
Mr. Kevin Mayo, Planning Administrator
Mr. David de la Torre, Planning Manager
Ms. Lauren Schumann, Senior City Planner
Ms. Kristine Gay, Senior City Planner
Mr. Ben Cereceres, City Planner
Mr. Thomas Allen, Assistant City Attorney
Ms. Julie San Miguel, Clerk

2. AGENDA ITEMS:

***a. PLH20-0050/PLH20-0051/PLT21-0015 THE ASHLEY**

Request Area Plan Amendment to the Chandler Airpark Area Plan from Commercial/Office/Business Park to HDR (12.1 – 18 DU/AC), Rezoning from Agricultural District (AG-1) to Planned Area Development for multi-family residential (PAD/MF-2), Preliminary Development Plan approval for subdivision layout and building architecture and Preliminary Plat approval for townhouse dwellings on approximately 5 acres, located at the southeast corner of Arizona Avenue and Appleby Roads.

Background

- Approximately 5 net acres.
- Site currently contains a single-family residence.
- Annexation is scheduled for the June 24, 2021, City Council meeting to request Initial City zoning of Agricultural District (AG-1). Annexation public hearing held on March 25, 2021.

Surrounding Land Use Data

North	Church and single-family residential (La Costera)	South	Single-family residential (Paseo Lindo)
East	Union Pacific Railroad	West	School and public library (Hamilton High and Chandler Hamilton library)

General Plan and Chandler Airpark Area Plan

	Existing	Proposed
General Plan	Employment	No change
Chandler Airpark Area Plan (CAAP)	Commercial/Office/Business Park	High Density Residential (HDR 12.1-18 du/ac)

Proposed Development

	Gated multi-family residential

# of Units	• 78 units in 3-, 4-, and 8-unit buildings 	
	  • 1 bedroom – 20 units
	  • 2 bedroom – 29 units
	  • 3 bedroom – 29 units

Density	15.7 dwelling units per acre
Building Setbacks (min.)	Arizona Ave. – 50 ft. Appleby Rd. – 26 ft. South – 10 ft. East – 30 ft.
Building Height	Max. 30 ft., two story units
Building Architecture	• Contemporary • Materials: stucco, composite decking/fiber wood, metal • Trellis beamed balconies • Enclosed landscaped rear patios

Parking	• Unit parking
	  • 154 parking spaces required
	  • 156 parking spaces provided in 2 car garages
	• Guest/open parking
	  • 20 spaces required
	  • 24 spaces provided

Amenities	• Airport themed tot lot • Clubhouse • Pool • Dog park • BBQ and ramada

Review and Recommendation

Planning staff finds the proposal is consistent with the General Plan designation of Transitional Employment Corridor which allows residential to be considered when determining compatibility with existing and future surrounding uses. The site is located between two single-family residential subdivisions, Paseo Lindo to the south and La Costera, to the north. The narrow, elongated rectangular site does not lend itself to function as either employment or commercial uses which may negatively impact existing residential. The site is approximately one quarter mile north of the Paseo Lindo commercial center, and approximately one-half mile north of larger commercial centers located on the south side of Ocotillo Road which currently provide sufficient commercial/retail uses in the proximate area. For these reasons, staff supports the area plan amendment from Commercial/Office/Business Park to High Density Residential (HDR 12.1-18 DU/ACRE) land use.

The proposed multi-family residential development is a compatible land use on an infill site that creates a transition between single family developments and provides another housing type to the surrounding area. For these reasons, staff finds the proposal to be consistent with the goals of the General Plan and the CAAP, as amended, and recommends approval subject to conditions.

Economic Analysis

An economic and fiscal impact analysis was conducted based on project details provided by the applicant and staff assumptions. The analysis determined the project will generate a positive net fiscal impact for the City. Net income to the City resulting from the project is estimated at approximately $438,566 over 10 years. This includes revenues from property taxes, building permit and plan review fees, transaction privilege tax on construction, real property rental tax, state shared revenues, and local spending by residents. For the analysis, it was assumed the developer will lease the townhomes.

Airport Commission Conflict Evaluation

Airport Commission meeting held on April 14, 2021
Motion to find a conflict with existing or planned airport operations.

In Favor: 5 Opposed: 1 (Bozelli)

The Airport Commission reviewed the request in accordance with the Airport Conflicts Evaluation Process. The Airport Manager has issued a conflicts evaluation report indicating that the Airport Commission determined that the proposed development does constitute a conflict with existing or planned airport uses. A copy of the Airport Planning Administrator's report detailing the Airport Commission's findings is attached to this memo. The Airport Commission's recommended

mitigation measures to address the operational conflict are included as stipulations of the rezoning.

Public / Neighborhood Outreach

- This request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A neighborhood meeting sign was posted on the site and on social media via NextDoor.
- Virtual neighborhood meetings were held on August 3, 2020 with three residents in attendance and on March 16, 2021 with 16 residents attending, including Council members Ellis and Harris. Comments and questions related to the landscape buffer between Paseo Lindo homes, balconies and privacy to their back yards, and the amenity area. The applicant responded there is a green belt on the Paseo Lindo side providing a buffer as well as landscape on the south side of the pool amenity. Proposed balconies are adjacent to the master bedrooms.
- As of writing this memo, Planning staff is not aware of opposition to the request.

Recommended Actions

Area Plan Amendment

Planning staff recommends Planning and Zoning Commission move to recommend approval of the Area Plan Amendment to the Chandler Airpark Area Plan from Commercial/Office/Business Park to HDR (12.1-18 DU/ACRE).

Rezoning

Planning staff recommends Planning and Zoning Commission move to recommend approval of rezoning Agricultural District (AG-1) to Planned Area Development for multi-family residential (PAD/MF-2), subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled "The Ashley" and kept on file in the City of Chandler Planning Division, in File No. PLH20-0051, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified, or supplemented by the Chandler City Council.

2. Completion of the construction of all required off-site street improvements including but not limited to paving, landscaping, curb, gutter and sidewalks, median improvements , and street lighting to achieve conformance with City codes, standard details, and design manuals.

3. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.

4. High density residential shall be permitted with a maximum density of 16 dwelling units per acre.

5. Minimum building setbacks shall be as provided below and further detailed in the development booklet:

Property Line Location	Minimum Building Setback
Arizona Ave.	50 ft.
Appleby Rd.	26 ft.
East Property Line	30 ft.
South Property Line	10 t.

6. Prior to the execution of any lease, all prospective renters shall be given written disclosure in their lease and in a separately signed disclosure statement fully acknowledging that this development lies within the Chandler Municipal Airport Impact Overlay District, as specified in the Chandler Zoning Code. The disclosure statement shall acknowledge the proximity of this development to the Chandler Municipal Airport that includes a heliport and an aircraft storage facility, and that an avigational easement exists and/or is required on the property, and further, shall acknowledge that the property is subject to aircraft noise, overflight activity, and other externalities. The requirement for such disclosure shall be confirmed in an avigation notice covenant that runs with the land and shall be recorded with Maricopa County Recorder prior to the issuance of the first building permit for this development.

7. The subdivider/homebuilder/developer/multi-family manager shall display, in a conspicuous place within the sales or leasing office, a map illustrating the location of the subdivision within the Airport Impact Overlay District, as well as the noise contours and overflight patterns, as identified and depicted in the document entitled *Chandler Municipal Airport, F. A. R. Part 150, Noise Compatibility Study, Noise Compatibility Program, Exhibit 6A (Potential Airport Influence Area)*, as adopted by the Chandler City Council (Resolution No. 2950, 11-5-98). Such map shall be a minimum size of 24" x 36". Compliance with this condition shall be demonstrated by the subdivider/homebuilder/developer/multi-family manager by submittal to the Zoning Administrator of a signed affidavit and photograph that acknowledges this disclosure and map display prior to beginning any lease or sales activity. Failure to comply with this condition will result in revocation of the Administrative Use Permit for the temporary sales office in the event the multi-family development is platted to allow unit ownership. All requirements as set forth in this condition are the obligation of the subdivider/homebuilder/developer/multi-family manager and shall not be construed as a guarantee of disclosure by the City of Chandler.

8. The above referenced information shall also be included within any Subdivision. Public Report that is filed with the State of Arizona Department of Real Estate, as required by Arizona Revised Statute 28-8486 and Arizona Revised Statute 28-8464.

9. The subdivider/homebuilder/developer shall provide the City with an avigational easement over the subject property in accordance with Section 3004 of the City of Chandler Zoning Code.

10. All townhouses and buildings shall be designed and built to achieve an interior noise level not to exceed 45 decibels (Ldn) from aircraft noise. A professional acoustical consultant, architect or engineer shall certify that the project's construction plans are in conformance with this condition.

11. The Final Plat shall contain the following statement on the cover sheet in a prominent location and in large text: "This property is located within the Chandler Municipal Airport Impact Overlay District and is subject to aircraft noise and overflight activity and is encumbered by an avigational easement to the City of Chandler."

12. In the event the multi-family residential development is platted to allow unit ownership, prior to the time of making any purchase agreements, the subdivider/homebuilder/developer shall provide a written disclosure statement, for the signature of each buyer, acknowledging that this development lies within the Chandler Municipal Airport Impact Overlay District, as specified in the Chandler Zoning Code. The disclosure statement shall acknowledge the proximity of this development to the Chandler Municipal Airport and that an avigational easement exists and/or is required on the property, and further, shall acknowledge that the property is subject to aircraft noise and overflight activity and other externalities. This document signed by the homebuyer shall be recorded with Maricopa County Recorder's Office upon sale of the property. The "Public Subdivision Report", "Purchase Contracts", CC&R's, and the individual lot/unit property deeds shall include a disclosure statement outlining that the site is adjacent to or nearby an existing municipal airport, and the disclosure shall state that such uses are legal and should be expected to continue indefinitely. This responsibility for notice rests with the subdivider/homebuilder/developer and shall not be construed as an absolute guarantee by the City of Chandler for receiving such notice.

13. In the event the multi-family residential development is platted to allow unit ownership, prior to the time of making any lot reservations or subsequent sales agreements, the subdivider/homebuilder/developer shall provide a written disclosure statement, for the signature of each buyer, acknowledging that the subdivision is located adjacent to or nearby existing railroad tracks and railroad right-of-way that may cause adverse noise, odors, and other externalities. The

"Public Subdivision Report", "Purchase Contracts", CC&R's, and the individual lot/unit property deeds shall include a disclosure statement outlining that the site is adjacent to or nearby an existing railroad track and railroad right-of-way, and the disclosure shall state that such uses are legal and should be expected to continue indefinitely. This responsibility for notice rests with the subdivider/homebuilder/developer and shall not be construed as an absolute guarantee by the City of Chandler for receiving such notice.

14. All leases shall state that all questions, concerns, or complaints any tenant may have about the Chandler Municipal Airport or the operation of aircraft landing at, taking off from, or operating at or on Chandler Municipal Airport shall be directed solely to the manager of The Ashley development and not to the Chandler Municipal Airport, the City of Chandler, the FAA, any aircraft owner, or any pilot. All lease agreements shall also provide that it shall be within the sole and absolute discretion of the manager of The Ashley (and not the tenant) to determine (after the manager's due consideration of all airport related acknowledgments and disclosures that are required by the Zoning Stipulations and consideration of all information known to The Ashley's manager) whether or not, when, and how to communicate any tenant's questions, concerns, or complaints to the Chandler Municipal Airport manager.

15. Prior to building permit issuance for any structures the developer shall provide a DETERMINATION OF NO HAZARD TO AVIATION approval as issued by the FAA after filing an FAA Form 7460, Notice of Proposed Construction or Alteration.

Preliminary Development Plan
Planning staff recommends Planning and Zoning Commission move to recommend approval of the Preliminary Development Plan, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled "The Ashley" and kept on file in the City of Chandler Planning Division, in File No. PLH20-0051, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified, or supplemented by the Chandler City Council.

2. The site shall be maintained in a clean and orderly manner.

3. The landscaping in all open spaces shall be maintained by the property owner or property owners' association and shall be maintained at a level consistent with or better than at the time of planting.

4. The landscaping in all rights-of-way shall be maintained by the adjacent property owner or property owners' association.

5. Landscaping plans (including for open spaces, rights-of-way, and street medians) and perimeter walls shall be approved by the Planning Administrator.

6. All mechanical equipment, including HVAC, utility meters, etc. shall be screened from view by material(s) that are architecturally integrated and consistent with the proposed buildings

7. Sign packages, including free-standing signs as well as wall-mounted signs, shall be designed in coordination with landscape plans, planting materials, storm water retention requirements, and utility pedestals, so as not to create problems with sign visibility or prompt the removal of required landscape materials.

8. Preliminary Development Plan approval does not constitute Final Development Plan approval; compliance with the details required by all applicable codes and conditions of the City of Chandler and this Preliminary Development Plan shall apply.

9. Roadway-style signs shall be installed at each driveway entrance identifying the presence of low flying aircraft.

Note: Stipulations #10, #11, and #12 were added as a result of the Planning and Zoning's discussion during the study session:

10. The applicant shall work with staff to install minimum 36-inch box and 12 feet high trees where necessary to provide a meaningful buffer along the south property line east of Colorado Street.

11. Trees along Arizona Avenue shall be a minimum 36-inch box and 12 feet high.

12. The applicant shall work with staff to enhance the side elevations facing Arizona Avenue.

Preliminary Plat
Planning staff recommends Planning and Zoning Commission move to recommend approval of the Preliminary Plat, subject to the following condition:

1. Approval by the City Engineer and Planning Administrator with regard to the details of all submittals required by code or condition.

COMMISSIONER FLANDERS stated he spoke to the applicant and the ideas he mentioned were incorporated. He complimented the applicant, developer, and architect, as the project has all the elements he looks for in a higher density project.

VICE CHAIR DAVID ROSE agreed with Commissioner Flanders and mentioned this is compatible land use in a high demand and desirable area. He stated the landscaping needed to be improved with bigger trees especially on the Arizona Avenue side.

CHAIRMAN HEUMANN presented concerns regarding landscaping and the use of eucalyptus trees. He presented further concerns regarding current challenges with smaller trees being planted. He advised that the trees should be a minimum 36 inch box and 12 foot high at the time of planting in the areas along Arizona Avenue and the south east side of the property where there is a 30-ft. buffer. He further advised that the trees will improve the balconies by providing a buffer and the essence of a hedge. He asked for a stipulation to require trees to be a minimum of 12-ft. high. He also asked staff to work on a stipulation to improve the blank side elevations, specifically the ones facing the street. He advised the project is a great infill project and he likes it.

***b. PLH20-0030, PLT20-0020 SCHRADER FARMS BUSINESS PARK**

Request Rezoning from Agricultural District (AG-1) to Planned Area Development (PAD), Preliminary Development Plan for site layout and building architecture and preliminary plat approval for a light industrial and office business park, and a commercial corner on approximately 71.1 net acres located at the northwest corner of McQueen and Queen Creek roads. (STAFF REQUESTS CONTINUANCE TO THE JUNE 16, 2021 PLANNING AND ZONING COMMISSION MEETING.)

Staff requests a continuance to the June 16, 2021, Planning and Zoning Commission meeting to allow additional time for adjustments to be made to the preliminary plat as well as to correct an error in the legal advertisement.

***c. PLH20-0072/PLT21-0016 CHANDLER AIRPARK TECHNOLOGY CENTER**

Request Preliminary Development Plan (PDP) for site layout and building architecture for flex industrial buildings with office. The approximate 26.2-acre subject site is located at the southwest corner of Gilbert Road and Insight Way.

Background

- Approximately 26.2 acres
- Subject site zoned Planned Area Development (PAD) for light industrial (I-1 uses), office, and showroom within the 80-acre Chandler Airport Business Park (CABP) Phase 2 in 2006
- Separate PDP's are required for properties located along Gilbert Road
- Project consist of two phases consisting of flex buildings allowing for a mix of light industrial uses and office

- Phase 1, the south portion, will consist of two flex industrial buildings
- Phase 2 will consist of either two additional flex industrial buildings or an office building with consistent architectural design; Phase 2 will be reviewed administratively by staff

Surrounding Land Use Data

North	Insight Way then Watermark development (retail & office)	South	Rockefeller- Chandler Crossroads (flex industrial & commercial)
East	Gilbert Road	West	Insight (office)

Proposed Development Phase 1

Building Square Footage	220,718 total square feet Building A (west) 126,049 square feet Building B (east) 94,319 square feet
Building Height	Maximum 45 feet; Provided 43 feet
Number of Dock Doors	Building A- 28 doors (6 at grade & 23 dock) Building B- 29 dock doors (4 at grade & 25 dock)
Parking Spaces Required	252 spaces
Parking Spaces Provided	305 spaces; allowing for approximately 20% office

Review and Recommendation

Planning staff has reviewed the request and supports the proposal citing consistency with the General Plan, Chandler Airpark Area Plan (CAAP), and the approved PAD zoning for CABP Phase 2. The two proposed flex industrial buildings allow for a mix of uses including manufacturing, research and development, and office. Generally ancillary uses such as office and retail showroom are limited to occupy ten percent of a building within industrial development unless noted; the proposal requests up to 20 percent office and/or retail showroom accordingly to comply with available parking.

The request was reviewed for compliance with the design standards established within the CABP guidelines including landscaping and signage. The alignment of the two buildings internalize the dock doors and screening of the rear facades. An eight (8) foot wall will be provided between buildings to further screen the rear courts. The development doubled the amount of landscaping and building setback required along Gilbert Road to further buffer from Gilbert Road and residential east of Gilbert Road. A mix of material including glazed glass, metal panels, awnings, steel columns, and form liners are used to enhance the tilt-up walls. The color scheme of earth tones is proposed to be consistent with the CABP guidelines established in 2006. Under Phase 1, all landscaping will be installed along all property lines and at the intersection of Gilbert Road and Insight Way a center identification sign will be

constructed. Phase 2 will consist of either two additional flex industrial buildings or an office building depending on market demand and will be reviewed administratively by staff for consistency with the approved architectural design.

Staff finds the proposal to be consistent with the goals of the General Plan, CAAP, and CABP thus recommending Planning and Zoning Commission recommend approval.

Public/Neighborhood Outreach

- This request was noticed in accordance with the requirements of the Chandler Zoning Code.
- To comply with CDC social distancing guidelines, the applicant hosted a digital neighborhood meeting on May 4, 2021. The applicant's team, city staff, and five (5) households attended the virtual meeting. General questions about construction timelines and traffic patterns were asked from residents. No opposition was expressed.
- As of the writing of this memo, Planning staff is not aware of any concerns or opposition to the request.

Recommended Actions

Preliminary Development Plan

Planning staff recommends Planning and Zoning Commission motion to recommend approval of the Preliminary Development Plan, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled "Chandler Airpark Technology Center" and kept on file in the City of Chandler Planning Division, in File No. PLH20-0072, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by the Chandler City Council.

2. Compliance with original conditions adopted by the City Council as Ordinance No. 3814 in case DVR06-0038 Chandler Airport Business Park Phase 2, except as modified by condition herein.

3. The landscaping shall be maintained at a level consistent with or better than at the time of planting.

4. Sign packages, including free-standing signs as well as wall-mounted signs, shall be designed in coordination with landscape plans, planting materials, storm water retention requirements, and utility pedestals, so as not to create problems with sign visibility or prompt the removal of required landscape materials.

5. Preliminary Development Plan approval does not constitute Final Development Plan approval; compliance with the details required by all applicable codes and conditions of the City of Chandler and this Preliminary Development Plan shall apply.

6. Phase 2 will be reviewed administratively by staff for consistency with the approved architectural design.

7. Landscaping improvements along the perimeter of the property and the center identification sign to be installed during the first phase of development.

Preliminary Plat
Upon finding consistency with the General Plan and the approved rezoning, Planning staff recommends the Planning and Zoning Commission recommend approval of the Preliminary Plat.

1. Approval by the City Engineer and Planning Administrator with regard to the details of all submittals required by code or condition.

CHAIRMAN HEUMANN asked if there is a traffic light on Insight Way.

LAUREN SCHUMANN, SENIOR CITY PLANNER confirmed there is a traffic light and stated at the neighborhood meeting a resident was asking for the addition of a traffic light for turning. She further stated that the City of Chandler's traffic engineer was advised of the request.

CHAIRMAN HEUMANN asked if the City of Chandler is planning on adding a traffic light for turning.

LAUREN SCHUMANN, SENIOR CITY PLANNER responded that the traffic engineer was advised of the request and looking into it.

COMMISSIONER FLANDERS advised this is good use for the property, but he is not happy with the architecture. He asked if the internal road between the buildings are screened from the access road.

LAUREN SCHUMANN, SENIOR CITY PLANNER replied there are eight foot walls between the two buildings that allow for additional screening.

COMMISSIONER FLANDERS asked if the eight foot walls will also occur on future phases on that road and on Insight way?

LAUREN SCHUMANN, SENIOR CITY PLANNER clarified between the buildings are proposed eight foot walls and besides parking screen walls, there is no fencing along the perimeter or along the west side. She stated there will be a wall on the development to the south.

COMMISSIONER FLANDERS noticed there are areas that do not comply with commercial design standards as there are more than twelve parking spaces per one 9-ft. planter. He stated the landscaping needed to be improved and requested the introduction of date palms to the development at the main entries across the front of the building. He also recommended date palms be placed on the arterial street at Gilbert Road and Insight Way, where three trees are proposed in an angle. He asked staff to go through the commercial design standards with the applicant and work with them on improving the arterial street. He presented concern regarding the proposed architecture.

CHAIRMAN HEUMANN asked Commissioner Flanders if he believes this should be set for Design Review Committee and stated it is adequate to set the case for Design Review Committee if the commission feels the proposed design is mundane. Chairman Heumann mentioned what is currently being planted for landscaping is very small and the drawings show how the trees would appear after thirty years of growth. He appreciated the fifty feet of landscape, but it is concerned with the landscaping being too small. He presented statements regarding a possible stipulation for 12ft. high trees and the use of date palms to break up the masking on the walls.

COMMISSIONER FLANDERS stated there is a great deal to discuss and it will allow the applicant to look at the project and make some quick changes. He noticed that all in all the proposal is painted concrete and there are some variations with the form liner, but patterns for the form liner are not in the package. He mentioned it looks like a white and black building with a normal trim of brown or tan. He further stated there is not much movement to the building, but it is difficult for industrial buildings to have that because its tilt panel allows for a very minimum up and down.

CHAIRMAN HEUMANN advised that the project is very industrial for facing Gilbert Road which is a major focal point for the city.

COMMISSIONER PEKAU agreed with Chairman Heumann and Commissioner Flanders. He stressed the importance of the area and recommended the case be set for a Design Review Committee meeting.

COMMISSIONER EBERLE liked the practical use of the space and stated it will be productive for the Gilbert Road area in the future. He also agreed with the comments of the other commissioners.

CHAIRMAN HEUMANN asked staff to speak with the applicant regarding Design Review Committee as the proposal is on Gilbert Road and the architecture needs to be enhanced. He advised tilt can be hard to work with, but there are things that can be done to improve the design.

***d. PLH20-0069 CHANDLER CORPORATE CENTER LOTS 8 & 10**

Request Preliminary Development Plan (PDP) approval for site layout and building architecture for one flex industrial building with office on approximately 6.05 acres. The subject property is located north of the northwest corner of Chandler Blvd. and McClintock Road.

Background

- Approximately 6.05 acres
- Subject site zoned Planned Area Development (PAD) for industrial, office and warehouse (general); approved in 1988
- The original PDP was approved in 2000 and modified in 2005 which required a minimum of three smaller buildings on the subject site; proposal seeks to combine all three into one larger building

Surrounding Land Use Data

North	Across Galveston Street: Existing building zoned (PAD) for Industrial, office and warehouse (limited)	South	Existing building zoned (PAD) for Industrial, office, and warehouse (limited).
East	Across McClintock Drive: Existing Single-Family lots Zoned SF8.5 (Single-Family District)	West	Across Juniper Drive: Existing building zoned (PAD) for industrial, office, and warehouse (general)

Proposed Development

Building Square Footage	86,263 Square-feet
Building Height	Maximum 45 feet; Provided 38 feet
Number of Dock Doors	Approximately 24 doors
Parking Spaces Required	112 spaces
Parking Spaces Provided	189 spaces; allowing for approximately 20,000 square-feet of office

Review and Recommendation

Planning staff has reviewed the request finding consistency with the General Plan and Planned Area Development (PAD) zoning. The proposed flex industrial building allows for a mix of uses including industrial, office and general warehousing. The

proposal requests up to 20,000 square-feet of office accordingly to comply with available parking.
The proposed industrial shell building will be approximately 86,263 square-feet. The building will be constructed of tilt-up concrete with building design, colors and materials having a cohesive palette that maintains consistency throughout both the site and building elevations while complimenting the surrounding area. Four-sided architecture is prevalent throughout the elevations with some varied parapet heights, and colors to reduce continuous wall lengths.

Staff finds the proposal to be consistent with the goals of the General Plan, thus recommending Planning and Zoning Commission recommend approval.

Public/Neighborhood Outreach

- This request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A neighborhood meeting was held on May 3, 2021, One neighbor was in attendance and had general questions regarding on-site retention.
- As of the writing of this memo, planning staff is not aware of any concerns or opposition to the request.

Recommended Actions
Preliminary Development Plan
Planning staff recommends Planning and Zoning Commission move to recommend approval of the Preliminary Development Plan, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet,

entitled "Chandler Corporate Center Lots 8 & 10" and kept on file in the City of Chandler Planning Division, in File No. PLH20-0069, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by the Chandler City Council.

2. The landscaping shall be maintained at a level consistent with or better than at the time of planting.

3. Preliminary Development Plan approval does not constitute Final Development Plan approval; compliance with the details required by all applicable codes and conditions of the City of Chandler and this Preliminary Development Plan shall apply.

4. The site shall be maintained in a clean and orderly manner.

5. All mechanical equipment, including HVAC, utility meters, etc. shall be screened

from view by material(s) that are architecturally integrated and consistent with the proposed buildings

6. Sign packages, including free-standing signs as well as wall-mounted signs, shall be designed in coordination with landscape plans, planting materials, storm water retention requirements, and utility pedestals, so as not to create problems with sign visibility or prompt the removal of required landscape materials.

CHAIRMAN HEUMANN recused himself from item d, as he felt a conflict of interest existed since he resides in that neighborhood.

COMMISSIONER FLANDERS stated the necessity for screening the loading bays from the arterial streets. He was unsure if landscaping will help, but screen walls and gates can add improvement. He presented statements regarding the addition of date palms to accent the main entries and also the addition of something on the corner. He mentioned that the elevations presented were not clear as to colors, materials, and form liner pattern. He suggests the project be taken to Design Review Committee.

VICE CHAIR DAVID ROSE advised he would also like to see this case set for Design Review Committee as his comments would be similar to Commissioner Flanders. He mentioned this was supposed to be three buildings, but now one building is proposed. He presented statements regarding the landscaping and asked for a stipulation requiring the planting of larger trees and landscaping.

***e. PLT21-0002 NEVADA AND COMMONWEALTH**

Request Preliminary Plat approval for a proposed multi-family development on approximately 5.6 net-acres located at the southeast corner of Nevada Street and Commonwealth Avenue, generally located approximately one quarter of a mile south and east of Chandler Boulevard and Arizona Avenue.

Background Data

- Site is 5.59 net-acres in area
- Rezoned to Planned Area Development District (PAD) for multi-family dwelling units on September 12, 2019

Purpose

This preliminary plat request is to identify right-of-way dedication boundaries and the location of utilities in such a manner that site improvements and landscaping substantially conform to the rezoning and preliminary development plans approved in 2019.

Recommended Action
Upon finding consistency with the General Plan and the approved zoning, Planning staff recommends the Planning and Zoning Commission approve the preliminary plat subject to the following condition:

1. Approval by the City Engineer and Planning Administrator with regard to the details of all submittals required by code or condition.

COMMISSIONER FLANDERS asked where they are at in the process and if the applicant is getting building permits. He also asked if they are dividing the long building.

KRISTINE GAY, SENIOR CITY PLANNER replied the Applicant is getting the preliminary plat and final plat before seeking approval of the City Council and it does not appear that an application for building permits has been submitted. She confirmed they are breaking up said building and shows the corresponding exhibit.

DAVID DE LA TORRE, PLANNING MANAGER stated it is staff's recommendation to set item c and item d for Design Review Committee on June 16, 2021 and continue Planning and Zoning Commission to July 21, 2021, if the applicant is in agreement. He further stated staff was considering canceling the July 7, 2021 meeting as both July meeting dates track to the same August date for City Council. He mentioned continuing these cases to July 21, 2021, Planning and Zoning Commission would allow more time for the applicant to revised drawings and prepare.

CHAIRMAN HEUMANN requests staff to speak with the applicant regarding the dates.

3. BRIEFING ITEMS:

None

4. MEMBERS COMMENTS/ANNOUNCEMENTS

None

5. CALENDAR

The next study session will be held before the regular meeting on Wednesday, June 16, 2021, in the Chandler City Council Chambers, 88 E. Chicago Street.

6. ADJOURNMENT

The study session was adjourned at 5:08 p.m.

Rick Heumann, Chairman

Kevin Mayo, Secretary

REGULAR MEETING MINUTES OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF CHANDLER, ARIZONA June 2, 2021, held in the City Council Chambers, 88 E. Chicago Street.

1. **CALL TO ORDER/ ROLL CALL**

CHAIRMAN HEUMANN called the study session to order at 5:31 p.m.
The following Commissioners answered Roll Call:
Chairman Rick Heumann
Vice Chairman David Rose
Commissioner George Kimble
Commissioner Matt Eberle
Commissioner Gregg Pekau
Commissioner Michael Flanders

Absent:

Also, present:
Mr. Kevin Mayo, Planning Administrator
Mr. David de la Torre, Planning Manager
Ms. Lauren Schumann, Senior City Planner
Ms. Kristine Gay, Senior City Planner
Mr. Ben Cereceres, City Planner
Mr. Thomas Allen, Assistant City Attorney
Ms. Julie San Miguel, Clerk

2. **PLEDGE OF ALLEGIANCE:**

Pledge of Allegiance led by COMMISSIONER EBERLE.

3. **APPROVAL OF MINUTES**

a. Study Session Minutes of Planning and Zoning Commission held on Wednesday, May 5, 2021. Approved

MOVED BY **VICE CHAIRMAN ROSE**, second by **COMMISSIONER EBERLE** to approve the Study Session Minutes of Planning and Zoning Commission of the City of Chandler held on Wednesday, May 5, 2021.

The motion passed unanimously 6-0.

Chairman Rick Heumann – In Favor
Vice Chair David Rose – In Favor
Commissioner Matt Eberle– In Favor
Commissioner George Kimble – In Favor
Commissioner Gregg Pekau – In Favor
Commissioner Michael Flanders– In Favor

b. Regular Meeting Minutes of Planning and Zoning Commission held on Wednesday, May 5, 2021. Approved

MOVED BY VICE CHAIRMAN ROSE, second by COMMISSIONER EBERLE to approve Regular Meeting Minutes of The Planning and Zoning Commission of the City of Chandler held on Wednesday, May 5, 2021.

The motion passed unanimously 6-0.

Chairman Rick Heumann – In Favor	Commissioner George Kimble – In Favor
Vice Chair David Rose – In Favor	Commissioner Gregg Pekau – In Favor
Commissioner Matt Eberle– In Favor	Commissioner Michael Flanders– In Favor

4. **AGENDA ITEMS:**

CHAIRMAN HEUMANN informed the audience before the regular meeting Commission and Staff met in open study session to discuss the agenda items, items a, b, c, d, and e are on consent.

***a. PLH20-0050/PLH20-0051/PLT21-0015 THE ASHLEY Approved with additional stipulations**

Request Area Plan Amendment to the Chandler Airpark Area Plan from Commercial/Office/Business Park to HDR (12.1 – 18 DU/AC), Rezoning from Agricultural District (AG-1) to Planned Area Development for multi-family residential (PAD/MF-2), Preliminary Development Plan approval for subdivision layout and building architecture and Preliminary Plat approval for townhouse dwellings on approximately 5 acres, located at the southeast corner of Arizona Avenue and Appleby Roads.

Background

- Approximately 5 net acres.
- Site currently contains a single-family residence.
- Annexation is scheduled for the June 24, 2021, City Council meeting to request Initial City zoning of Agricultural District (AG-1). Annexation public hearing held on March 25, 2021.

Surrounding Land Use Data

North	Church and single-family residential (La Costera)	South	Single-family residential (Paseo Lindo)
East	Union Pacific Railroad	West	School and public library (Hamilton High and Chandler Hamilton library)

General Plan and Chandler Airpark Area Plan

	Existing	Proposed
General Plan	Employment	No change
Chandler Airpark Area Plan (CAAP)	Commercial/Office/Business Park	High Density Residential (HDR 12.1-18 du/ac)

Proposed Development

	Gated multi-family residential

# of Units	• 78 units in 3-, 4-, and 8-unit buildings 	
	  • 1 bedroom – 20 units
	  • 2 bedroom – 29 units
	  • 3 bedroom – 29 units

Density	15.7 dwelling units per acre
Building Setbacks (min.)	Arizona Ave. – 50 ft. Appleby Rd. – 26 ft. South – 10 ft. East – 30 ft.
Building Height	Max. 30 ft., two story units
Building Architecture	• Contemporary • Materials: stucco, composite decking/fiber wood, metal • Trellis beamed balconies • Enclosed landscaped rear patios

Parking	• Unit parking
	  • 154 parking spaces required
	  • 156 parking spaces provided in 2 car garages
	• Guest/open parking
	  • 20 spaces required
	  • 24 spaces provided

Amenities	• Airport themed tot lot • Clubhouse • Pool • Dog park • BBQ and ramada

Review and Recommendation

Planning staff finds the proposal is consistent with the General Plan designation of Transitional Employment Corridor which allows residential to be considered when determining compatibility with existing and future surrounding uses. The site is located between two single-family residential subdivisions, Paseo Lindo to the south and La Costera, to the north. The narrow, elongated rectangular site does not lend itself to function as either employment or commercial uses which may negatively

impact existing residential. The site is approximately one quarter mile north of the Paseo Lindo commercial center, and approximately one-half mile north of larger commercial centers located on the south side of Ocotillo Road which currently provide sufficient commercial/retail uses in the proximate area. For these reasons, staff supports the area plan amendment from Commercial/Office/Business Park to High Density Residential (HDR 12.1-18 DU/ACRE) land use.

The proposed multi-family residential development is a compatible land use on an infill site that creates a transition between single family developments and provides another housing type to the surrounding area. For these reasons, staff finds the proposal to be consistent with the goals of the General Plan and the CAAP, as amended, and recommends approval subject to conditions.

Economic Analysis

An economic and fiscal impact analysis was conducted based on project details provided by the applicant and staff assumptions. The analysis determined the project will generate a positive net fiscal impact for the City. Net income to the City resulting from the project is estimated at approximately $438,566 over 10 years. This includes revenues from property taxes, building permit and plan review fees, transaction privilege tax on construction, real property rental tax, state shared revenues, and local spending by residents. For the analysis, it was assumed the developer will lease the townhomes.

Airport Commission Conflict Evaluation

Airport Commission meeting held on April 14, 2021
Motion to find a conflict with existing or planned airport operations.

In Favor: 5 Opposed: 1 (Bozelli)

The Airport Commission reviewed the request in accordance with the Airport Conflicts Evaluation Process. The Airport Manager has issued a conflicts evaluation report indicating that the Airport Commission determined that the proposed development does constitute a conflict with existing or planned airport uses. A copy of the Airport Planning Administrator's report detailing the Airport Commission's findings is attached to this memo. The Airport Commission's recommended mitigation measures to address the operational conflict are included as stipulations of the rezoning.

Public / Neighborhood Outreach

- This request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A neighborhood meeting sign was posted on the site and on social media via NextDoor.

- Virtual neighborhood meetings were held on August 3, 2020 with three residents in attendance and on March 16, 2021 with 16 residents attending, including Council members Ellis and Harris. Comments and questions related to the landscape buffer between Paseo Lindo homes, balconies and privacy to their back yards, and the amenity area. The applicant responded there is a green belt on the Paseo Lindo side providing a buffer as well as landscape on the south side of the pool amenity. Proposed balconies are adjacent to the master bedrooms.
- As of writing this memo, Planning staff is not aware of opposition to the request.

Recommended Actions

Area Plan Amendment

Planning staff recommends Planning and Zoning Commission move to recommend approval of the Area Plan Amendment to the Chandler Airpark Area Plan from Commercial/Office/Business Park to HDR (12.1-18 DU/ACRE).

Rezoning

Planning staff recommends Planning and Zoning Commission move to recommend approval of rezoning Agricultural District (AG-1) to Planned Area Development for multi-family residential (PAD/MF-2), subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled "The Ashley" and kept on file in the City of Chandler Planning Division, in File No. PLH20-0051, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified, or supplemented by the Chandler City Council.

2. Completion of the construction of all required off-site street improvements including but not limited to paving, landscaping, curb, gutter and sidewalks, median improvements , and street lighting to achieve conformance with City codes, standard details, and design manuals.

3. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.

4. High density residential shall be permitted with a maximum density of 16 dwelling units per acre.

5. Minimum building setbacks shall be as provided below and further detailed in the development booklet:

Property Line Location	Minimum Building Setback
Arizona Ave.	50 ft.
Appleby Rd.	26 ft.
East Property Line	30 ft.
South Property Line	10 t.

6. Prior to the execution of any lease, all prospective renters shall be given written disclosure in their lease and in a separately signed disclosure statement fully acknowledging that this development lies within the Chandler Municipal Airport Impact Overlay District, as specified in the Chandler Zoning Code. The disclosure statement shall acknowledge the proximity of this development to the Chandler Municipal Airport that includes a heliport and an aircraft storage facility, and that an avigational easement exists and/or is required on the property, and further, shall acknowledge that the property is subject to aircraft noise, overflight activity, and other externalities. The requirement for such disclosure shall be confirmed in an avigation notice covenant that runs with the land and shall be recorded with Maricopa County Recorder prior to the issuance of the first building permit for this development.

7. The subdivider/homebuilder/developer/multi-family manager shall display, in a conspicuous place within the sales or leasing office, a map illustrating the location of the subdivision within the Airport Impact Overlay District, as well as the noise contours and overflight patterns, as identified and depicted in the document entitled *Chandler Municipal Airport, F. A. R. Part 150, Noise Compatibility Study, Noise Compatibility Program, Exhibit 6A (Potential Airport Influence Area)*, as adopted by the Chandler City Council (Resolution No. 2950, 11-5-98). Such map shall be a minimum size of 24" x 36". Compliance with this condition shall be demonstrated by the subdivider/homebuilder/developer/multi-family manager by submittal to the Zoning Administrator of a signed affidavit and photograph that acknowledges this disclosure and map display prior to beginning any lease or sales activity. Failure to comply with this condition will result in revocation of the Administrative Use Permit for the temporary sales office in the event the multi-family development is platted to allow unit ownership. All requirements as set forth in this condition are the obligation of the subdivider/homebuilder/developer/multi-family manager and shall not be construed as a guarantee of disclosure by the City of Chandler.

8. The above referenced information shall also be included within any Subdivision. Public Report that is filed with the State of Arizona Department of Real Estate, as required by Arizona Revised Statute 28-8486 and Arizona Revised Statute 28-8464.

9. The subdivider/homebuilder/developer shall provide the City with an avigational easement over the subject property in accordance with Section 3004 of the City of Chandler Zoning Code.

10. All townhouses and buildings shall be designed and built to achieve an interior noise level not to exceed 45 decibels (Ldn) from aircraft noise. A professional acoustical consultant, architect or engineer shall certify that the project's construction plans are in conformance with this condition.

11. The Final Plat shall contain the following statement on the cover sheet in a prominent location and in large text: "This property is located within the Chandler Municipal Airport Impact Overlay District and is subject to aircraft noise and overflight activity and is encumbered by an avigational easement to the City of Chandler."

12. In the event the multi-family residential development is platted to allow unit ownership, prior to the time of making any purchase agreements, the subdivider/homebuilder/developer shall provide a written disclosure statement, for the signature of each buyer, acknowledging that this development lies within the Chandler Municipal Airport Impact Overlay District, as specified in the Chandler Zoning Code. The disclosure statement shall acknowledge the proximity of this development to the Chandler Municipal Airport and that an avigational easement exists and/or is required on the property, and further, shall acknowledge that the property is subject to aircraft noise and overflight activity and other externalities. This document signed by the homebuyer shall be recorded with Maricopa County Recorder's Office upon sale of the property. The "Public Subdivision Report", "Purchase Contracts", CC&R's, and the individual lot/unit property deeds shall include a disclosure statement outlining that the site is adjacent to or nearby an existing municipal airport, and the disclosure shall state that such uses are legal and should be expected to continue indefinitely. This responsibility for notice rests with the subdivider/homebuilder/developer and shall not be construed as an absolute guarantee by the City of Chandler for receiving such notice.

13. In the event the multi-family residential development is platted to allow unit ownership, prior to the time of making any lot reservations or subsequent sales agreements, the subdivider/homebuilder/developer shall provide a written disclosure statement, for the signature of each buyer, acknowledging that the subdivision is located adjacent to or nearby existing railroad tracks and railroad right-of-way that may cause adverse noise, odors, and other externalities. The "Public Subdivision Report", "Purchase Contracts", CC&R's, and the individual lot/unit property deeds shall include a disclosure statement outlining that the site is adjacent to or nearby an existing railroad track and railroad right-of-way, and the disclosure shall state that such uses are legal and should be expected to continue indefinitely. This responsibility for notice rests with the subdivider/homebuilder/developer and

shall not be construed as an absolute guarantee by the City of Chandler for receiving such notice.

14. All leases shall state that all questions, concerns, or complaints any tenant may have about the Chandler Municipal Airport or the operation of aircraft landing at, taking off from, or operating at or on Chandler Municipal Airport shall be directed solely to the manager of The Ashley development and not to the Chandler Municipal Airport, the City of Chandler, the FAA, any aircraft owner, or any pilot. All lease agreements shall also provide that it shall be within the sole and absolute discretion of the manager of The Ashley (and not the tenant) to determine (after the manager's due consideration of all airport related acknowledgments and disclosures that are required by the Zoning Stipulations and consideration of all information known to The Ashley's manager) whether or not, when, and how to communicate any tenant's questions, concerns, or complaints to the Chandler Municipal Airport manager.

15. Prior to building permit issuance for any structures the developer shall provide a DETERMINATION OF NO HAZARD TO AVIATION approval as issued by the FAA after filing an FAA Form 7460, Notice of Proposed Construction or Alteration.

Preliminary Development Plan
Planning staff recommends Planning and Zoning Commission move to recommend approval of the Preliminary Development Plan, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled "The Ashley" and kept on file in the City of Chandler Planning Division, in File No. PLH20-0051, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified, or supplemented by the Chandler City Council.

2. The site shall be maintained in a clean and orderly manner.

3. The landscaping in all open spaces shall be maintained by the property owner or property owners' association and shall be maintained at a level consistent with or better than at the time of planting.

4. The landscaping in all rights-of-way shall be maintained by the adjacent property owner or property owners' association.

5. Landscaping plans (including for open spaces, rights-of-way, and street medians) and perimeter walls shall be approved by the Planning Administrator.

6. All mechanical equipment, including HVAC, utility meters, etc. shall be screened

from view by material(s) that are architecturally integrated and consistent with the proposed buildings

7. Sign packages, including free-standing signs as well as wall-mounted signs, shall be designed in coordination with landscape plans, planting materials, storm water retention requirements, and utility pedestals, so as not to create problems with sign visibility or prompt the removal of required landscape materials.

8. Preliminary Development Plan approval does not constitute Final Development Plan approval; compliance with the details required by all applicable codes and conditions of the City of Chandler and this Preliminary Development Plan shall apply.

9. Roadway-style signs shall be installed at each driveway entrance identifying the presence of low flying aircraft.

Note: Stipulations #10, #11, and #12 were added as a result of the Planning and Zoning's discussion during the study session:

10. The applicant shall work with staff to install minimum 36-inch box and 12 feet high trees where necessary to provide a meaningful buffer along the south property line east of Colorado Street.

11. Trees along Arizona Avenue shall be a minimum 36-inch box and 12 feet high.

12. The applicant shall work with staff to enhance the side elevations facing Arizona Avenue.

Preliminary Plat
Planning staff recommends Planning and Zoning Commission move to recommend approval of the Preliminary Plat, subject to the following condition:

1. Approval by the City Engineer and Planning Administrator with regard to the details of all submittals required by code or condition.

CHAIRMAN HEUMANN advised additional stipulations were added prior to the regular meeting. He requested staff present the additional stipulations to the commission and audience.

DAVID DE LA TORRE, PLANNING MANAGER presented additional Preliminary Development Plan stipulations #10, #11, and #12 added as a result of comments made by the Planning and Zoning Commission during the study session.

Proposed Motions

Area Plan Amendment

Move Planning and Zoning Commission recommend approval of PLH20-0050 The Ashley amending the Chandler Airpark Area Plan from Commercial/Office/Business Park to HDR (12.1-18 DU/ACRE), as recommended by Planning staff.

Rezoning

Move Planning and Zoning Commission recommend approval of PLH20-0051 The Ashley rezoning from Agricultural District (AG-1) to Planned Area Development for multi-family residential (PAD/MF-2), subject to conditions as recommended by Planning staff.

Preliminary Development Plan

Move Planning and Zoning Commission recommend approval of PLH20-0051 The Ashley Preliminary Development Plan, subject to conditions as recommended by Planning staff.

Preliminary Plat

Move Planning and Zoning Commission recommend approval of Preliminary Plat, PLT21-0015 The Ashley, as recommended by Planning staff.

***b. PLH20-0030, PLT20-0020 SCHRADER FARMS BUSINESS PARK**

Continued to the June 16, 2021 Planning and Zoning Commission meeting.

Request Rezoning from Agricultural District (AG-1) to Planned Area Development (PAD), Preliminary Development Plan for site layout and building architecture and preliminary plat approval for a light industrial and office business park, and a commercial corner on approximately 71.1 net acres located at the northwest corner of McQueen and Queen Creek roads. (STAFF REQUESTS CONTINUANCE TO THE JUNE 16, 2021 PLANNING AND ZONING COMMISSION MEETING.)

Staff requests a continuance to the June 16, 2021, Planning and Zoning Commission meeting to allow additional time for adjustments to be made to the preliminary plat as well as to correct an error in the legal advertisement.

Proposed Motion

Motion Planning and Zoning Commission to continue PLH20-0030/PLT20-0020 Schrader Farms Business Park, as recommended by Planning staff.

***c. PLH20-0072/PLT21-0016 CHANDLER AIRPARK TECHNOLOGY CENTER**
Continued to the July 21, 2021 Planning and Zoning Commission meeting for the purpose of holding a design review committee meeting prior to that date. Request Preliminary Development Plan (PDP) for site layout and building architecture for flex industrial buildings with office. The approximate 26.2-acre subject site is located at the southwest corner of Gilbert Road and Insight Way.

Background

- Approximately 26.2 acres
- Subject site zoned Planned Area Development (PAD) for light industrial (I-1 uses), office, and showroom within the 80-acre Chandler Airport Business Park (CABP) Phase 2 in 2006
- Separate PDP's are required for properties located along Gilbert Road
- Project consist of two phases consisting of flex buildings allowing for a mix of light industrial uses and office
- Phase 1, the south portion, will consist of two flex industrial buildings
- Phase 2 will consist of either two additional flex industrial buildings or an office building with consistent architectural design; Phase 2 will be reviewed administratively by staff

Surrounding Land Use Data

North	Insight Way then Watermark development (retail & office)	South	Rockefeller- Chandler Crossroads (flex industrial & commercial)
East	Gilbert Road	West	Insight (office)

Proposed Development Phase 1

Building Square Footage	220,718 total square feet Building A (west) 126,049 square feet Building B (east) 94,319 square feet
Building Height	Maximum 45 feet; Provided 43 feet
Number of Dock Doors	Building A- 28 doors (6 at grade & 23 dock) Building B- 29 dock doors (4 at grade & 25 dock)
Parking Spaces Required	252 spaces
Parking Spaces Provided	305 spaces; allowing for approximately 20% office

Review and Recommendation

Planning staff has reviewed the request and supports the proposal citing consistency with the General Plan, Chandler Airpark Area Plan (CAAP), and the approved PAD zoning for CABP Phase 2. The two proposed flex industrial buildings allow for a mix of uses including manufacturing, research and development, and office. Generally ancillary uses such as office and retail showroom are limited to occupy ten percent of

a building within industrial development unless noted; the proposal requests up to 20 percent office and/or retail showroom accordingly to comply with available parking.

The request was reviewed for compliance with the design standards established within the CABP guidelines including landscaping and signage. The alignment of the two buildings internalize the dock doors and screening of the rear facades. An eight (8) foot wall will be provided between buildings to further screen the rear courts. The development doubled the amount of landscaping and building setback required along Gilbert Road to further buffer from Gilbert Road and residential east of Gilbert Road. A mix of material including glazed glass, metal panels, awnings, steel columns, and form liners are used to enhance the tilt-up walls. The color scheme of earth tones is proposed to be consistent with the CABP guidelines established in 2006. Under Phase 1, all landscaping will be installed along all property lines and at the intersection of Gilbert Road and Insight Way a center identification sign will be constructed. Phase 2 will consist of either two additional flex industrial buildings or an office building depending on market demand and will be reviewed administratively by staff for consistency with the approved architectural design.

Staff finds the proposal to be consistent with the goals of the General Plan, CAAP, and CABP thus recommending Planning and Zoning Commission recommend approval.

Public/Neighborhood Outreach

- This request was noticed in accordance with the requirements of the Chandler Zoning Code.
- To comply with CDC social distancing guidelines, the applicant hosted a digital neighborhood meeting on May 4, 2021. The applicant's team, city staff, and five (5) households attended the virtual meeting. General questions about construction timelines and traffic patterns were asked from residents. No opposition was expressed.
- As of the writing of this memo, Planning staff is not aware of any concerns or opposition to the request.

Recommended Actions

Preliminary Development Plan

Planning staff recommends Planning and Zoning Commission motion to recommend approval of the Preliminary Development Plan, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled "Chandler Airpark Technology Center" and kept on file in the City of Chandler Planning Division, in File No. PLH20-0072, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by the Chandler City Council.

2. Compliance with original conditions adopted by the City Council as Ordinance No. 3814 in case DVR06-0038 Chandler Airport Business Park Phase 2, except as modified by condition herein.

3. The landscaping shall be maintained at a level consistent with or better than at the time of planting.

4. Sign packages, including free-standing signs as well as wall-mounted signs, shall be designed in coordination with landscape plans, planting materials, storm water retention requirements, and utility pedestals, so as not to create problems with sign visibility or prompt the removal of required landscape materials.

5. Preliminary Development Plan approval does not constitute Final Development Plan approval; compliance with the details required by all applicable codes and conditions of the City of Chandler and this Preliminary Development Plan shall apply.

6. Phase 2 will be reviewed administratively by staff for consistency with the approved architectural design.

7. Landscaping improvements along the perimeter of the property and the center identification sign to be installed during the first phase of development.

Preliminary Plat
Upon finding consistency with the General Plan and the approved rezoning, Planning staff recommends the Planning and Zoning Commission recommend approval of the Preliminary Plat.

1. Approval by the City Engineer and Planning Administrator with regard to the details of all submittals required by code or condition.

Proposed Motion
Preliminary Development Plan
Motion Planning and Zoning Commission to recommend approval of Preliminary Development Plan PLH20-0072 Chandler Airpark Technology Center, for site layout and building architecture for flex industrial buildings with office, subject to the conditions as recommended by Planning staff.

Preliminary Plat
Move Planning and Zoning Commission recommend approval of Preliminary Plat, PLT21-0016 Chandler Airpark Technology Center, as recommended by Planning staff.

***d. PLH20-0069 CHANDLER CORPORATE CENTER LOTS 8 & 10**

Continued to the July 21, 2021 Planning and Zoning Commission meeting for the purpose of holding a design review committee meeting prior to that date. Request Preliminary Development Plan (PDP) approval for site layout and building architecture for one flex industrial building with office on approximately 6.05 acres. The subject property is located north of the northwest corner of Chandler Blvd. and McClintock Road.

Background

- Approximately 6.05 acres
- Subject site zoned Planned Area Development (PAD) for industrial, office and warehouse (general); approved in 1988
- The original PDP was approved in 2000 and modified in 2005 which required a minimum of three smaller buildings on the subject site; proposal seeks to combine all three into one larger building

Surrounding Land Use Data

North	Across Galveston Street: Existing building zoned (PAD) for Industrial, office and warehouse (limited)	South	Existing building zoned (PAD) for Industrial, office, and warehouse (limited).
East	Across McClintock Drive: Existing Single-Family lots Zoned SF8.5 (Single-Family District)	West	Across Juniper Drive: Existing building zoned (PAD) for industrial, office, and warehouse (general)

Proposed Development

Building Square Footage	86,263 Square-feet
Building Height	Maximum 45 feet; Provided 38 feet
Number of Dock Doors	Approximately 24 doors
Parking Spaces Required	112 spaces
Parking Spaces Provided	189 spaces; allowing for approximately 20,000 square-feet of office

Review and Recommendation

Planning staff has reviewed the request finding consistency with the General Plan and Planned Area Development (PAD) zoning. The proposed flex industrial building allows for a mix of uses including industrial, office and general warehousing. The proposal requests up to 20,000 square-feet of office accordingly to comply with available parking.

The proposed industrial shell building will be approximately 86,263 square-feet. The building will be constructed of tilt-up concrete with building design, colors and

materials having a cohesive palette that maintains consistency throughout both the site and building elevations while complimenting the surrounding area. Four-sided architecture is prevalent throughout the elevations with some varied parapet heights, and colors to reduce continuous wall lengths.

Staff finds the proposal to be consistent with the goals of the General Plan, thus recommending Planning and Zoning Commission recommend approval.

Public/Neighborhood Outreach

- This request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A neighborhood meeting was held on May 3, 2021, One neighbor was in attendance and had general questions regarding on-site retention.
- As of the writing of this memo, planning staff is not aware of any concerns or opposition to the request.

Recommended Actions

Preliminary Development Plan

Planning staff recommends Planning and Zoning Commission move to recommend approval of the Preliminary Development Plan, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled "Chandler Corporate Center Lots 8 & 10" and kept on file in the City of Chandler Planning Division, in File No. PLH20-0069, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by the Chandler City Council.

2. The landscaping shall be maintained at a level consistent with or better than at the time of planting.

3. Preliminary Development Plan approval does not constitute Final Development Plan approval; compliance with the details required by all applicable codes and conditions of the City of Chandler and this Preliminary Development Plan shall apply.

4. The site shall be maintained in a clean and orderly manner.

5. All mechanical equipment, including HVAC, utility meters, etc. shall be screened from view by material(s) that are architecturally integrated and consistent with the proposed buildings

6. Sign packages, including free-standing signs as well as wall-mounted signs, shall

be designed in coordination with landscape plans, planting materials, storm water retention requirements, and utility pedestals, so as not to create problems with sign visibility or prompt the removal of required landscape materials.

Proposed Motion
Preliminary Development Plan
Move Planning and Zoning Commission recommend approval of Preliminary Development Plan PLH20-0069 Chandler Corporate Center Lots 8 & 10 for site layout and building architecture for a flex industrial building, subject to the conditions as recommended by Planning staff.

***e. PLT21-0002 NEVADA AND COMMONWEALTH Approved**
Request Preliminary Plat approval for a proposed multi-family development on approximately 5.6 net-acres located at the southeast corner of Nevada Street and Commonwealth Avenue, generally located approximately one quarter of a mile south and east of Chandler Boulevard and Arizona Avenue.

Background Data
- Site is 5.59 net-acres in area
- Rezoned to Planned Area Development District (PAD) for multi-family dwelling units on September 12, 2019

Purpose
This preliminary plat request is to identify right-of-way dedication boundaries and the location of utilities in such a manner that site improvements and landscaping substantially conform to the rezoning and preliminary development plans approved in 2019.

Recommended Action
Upon finding consistency with the General Plan and the approved zoning, Planning staff recommends the Planning and Zoning Commission approve the preliminary plat subject to the following condition:

1. Approval by the City Engineer and Planning Administrator with regard to the details of all submittals required by code or condition.

MOVED BY COMMISSIONER PEKAU seconded by **COMMISSIONER KIMBALL** to continue items c and d to Design Review Committee June 16, 2021 and Planning and Zoning Commission July 21, 2021 and to approve the consent agenda with stipulations presented by staff as to item a, b, and e. Chairman Heumann ABSTAINED from the vote as to item d.

The motion passed unanimously 6-0 as to Items as to items a, b, c, and e.

Chairman Rick Heumann – In Favor	Commissioner George Kimble – In Favor
Vice Chair David Rose – In Favor	Commissioner Gregg Pekau – In Favor
Commissioner Matt Eberle– In Favor	Commissioner Michael Flanders– In Favor

The motion passed unanimously 5-0 as to Items as to item d.

Chairman Rick Heumann – Abstained	Commissioner George Kimble – In Favor
Vice Chair David Rose – In Favor	Commissioner Gregg Pekau – In Favor
Commissioner Matt Eberle– In Favor	Commissioner Michael Flanders– In Favor

5. BRIEFING ITEMS:

None

6. MEMBERS COMMENTS/ANNOUNCEMENTS

None

7. CALENDAR

The next regular meeting will be held on Wednesday, June 16, 2021, in the Chandler City Council Chambers, 88 E. Chicago Street.

6. ADJOURNMENT

The regular meeting was adjourned at 5:37 p.m.

Rick Heumann, Chairman

Kevin Mayo, Secretary

ITEM 38

City Council Memorandum **Management Services** **Memo No.** 22-007

Date: July 12, 2021

To: Mayor and Council

Thru: Joshua H. Wright, Acting City Manager
Dawn Lang, Management Services Director

From: Danielle Wells, Revenue and Tax Manager

Subject: Special Event Liquor Licenses and Temporary and Permanent Extensions of Liquor License Premises Administratively Approved

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Attachments

Special Event Liquor and Extensions of Liquor License Premises

July 15, 2021
Special Event Liquor and Extensions of Liquor License Premises Approvals

Special Event Liquor Licenses
Organization Name: Downtown Chandler Community Partnership
Applicant: Mary Murphy-Bessler
Event Details: Downtown Chandler Fine Arts & Wine Festival on Friday, February 25, Saturday, February 26 and Sunday, February 27, 2021, from 10:00 a.m. until 5:00 p.m. daily
Location: Dr. A.J. Chandler Park West, 3 S. Arizona Avenue

Temporary Extensions of Liquor License Premises
None

Permanent Extension of Liquor License Premises
None