CITY OF CHANDLER
JOB ORDER PROJECT AGREEMENT

Project Name: **MOUNTAIN VIEW PARK SIDEWALK AND DRAINAGE IMPROVEMENTS**

Project No. **PR1808.402**

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 **ForeSite Design & Construction, Inc.**, an Arizona corporation, ("JOC Contractor") and is entered into pursuant to Job Order Master Agreement No. JOC1905.401 ("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 17, 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 address ponding and drainage issues on the park site, and non-ADA compliant sidewalk replacement at the corner of Jentilly Lane and Morelos Street, within the existing Mountain View Park 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 **MOUNTAIN VIEW PARK SIDEWALK AND DRAINAGE IMPROVEMENTS**, Project Number **PR1808.402**. The scope of work consists of addressing ponding and drainage issues on the park site, and non-ADA compliant sidewalk replacement at the corner of Jentilly Lane and Morelos Street, within the existing Mountain View Park, 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 **$141,966.64** 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 **75** calendar days from the Notice to Proceed (NTP) Date.

ARTICLE 4. PARTICIPANTS

CITY:	Construction Project Manager: Jason Garcia	
	Phone:	480-782-3324
	Email:	jason.garcia@chandleraz.gov
JOC CONTRACTOR:	ForeSite Design & Construction, Inc.	
	1425 N. Mondel Dr. Gilbert, AZ 85233	
	JOC Contractor Representative: Scott Breeding	
	Phone:	480-820-1345
	Email:	scott.breeding@foresite-inc.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"
ForeSite Design & Construction, Inc.:

7-19-2021
Signature Date

A. LESLIE ROZZELL
Print Name

PRESIDENT
Title

ATTEST: If Corporation

Secretary

ADDRESS FOR NOTICE

ForeSite Design & Construction, Inc.

1425 N. Mondel Dr.

Gilbert, AZ 85233

EXHIBIT A
SCOPE OF WORK

July 9th, 2021 Via email: Hafiz.Noor@chandleraz.gov

Exhibit A
Scope of Services / Schedule – Rev3

City of Chandler - Mountain View Park Improvements

All work shall be in accordance with the following documents:
Plan Documents: (7 sheets) entitled: "Mountain View Park – Maintenance Improvements" – City Project No. PR1808.202 as prepared by epg design, dated May 2021.

Scope of Work:
The proposed work includes the removal of existing concrete sidewalks and turf to facilitate new grade work to raise the existing sidewalk elevations and allow proper drainage flow at Mountain View park located at 575 S. Twelve Oaks Boulevard, Chandler, Arizona 85226. Scope of work to include:

- Kill existing turf for removal as shown
- Site demolition of concrete sidewalks and turf
- Relocation of existing irrigation heads to accommodate new turf layout
- Grade work to raise sidewalk elevations and create drainage flow to retention basin
- Placement of new concrete sidewalks
- Installation of new concrete header curb
- Installation off new vegetation
- Placement of new decomposed granite
- Placement of a new concrete spillway
- All sales tax is included
- Full time site supervision and associated contract administration is included
- Temporary protection and clean-up in included during the construction duration.

Attached is an itemized breakdown of the proposal estimate to assist in the understanding of the project components. The anticipated total schedule for this project is eleven (11) weeks for the improvement efforts including procurement of the materials. Construction duration on site is 40 calendar days.

In submitting this long lead material proposal, we agree:

1. To hold the proposal open for Sixty (60) days after the date of this proposal.
2. To accomplish the work in accordance with the JOC contract documents and the following clarifications, qualifications and exclusions listed below.

Clarifications:

1. ForeSite will be allowed to utilize the existing water and power sources on site during the construction activities of the project.

2. Work will be performed during normal business hours – Monday through Friday, 6:00 am to 3:00 pm daily, unless otherwise authorized.

3. The following allowances are included in the proposal and any unused portion of the allowance will be returned to the City of Chandler:
   - Materials testing allowance - $2,000
   - City's Allowance - $10,000

Exclusions:

- Plan review and Building Permit fees
- Development fees & utility company charges
- Hazardous material testing or removal
- Special Inspections or associated fees
- Dust control permit or fees

ForeSite Design & Construction, Inc. is pleased to present our JOC proposal for the Mountain View Park Improvements project for the total sum of: **One hundred Forty-one thousand, Nine hundred Sixty-six and 64/100th dollars: $ 141,966.64**

EXHIBIT B
FEE SCHEDULE

FORESITE
DESIGN & CONSTRUCTION
INCORPORATED

June 11th, 2021

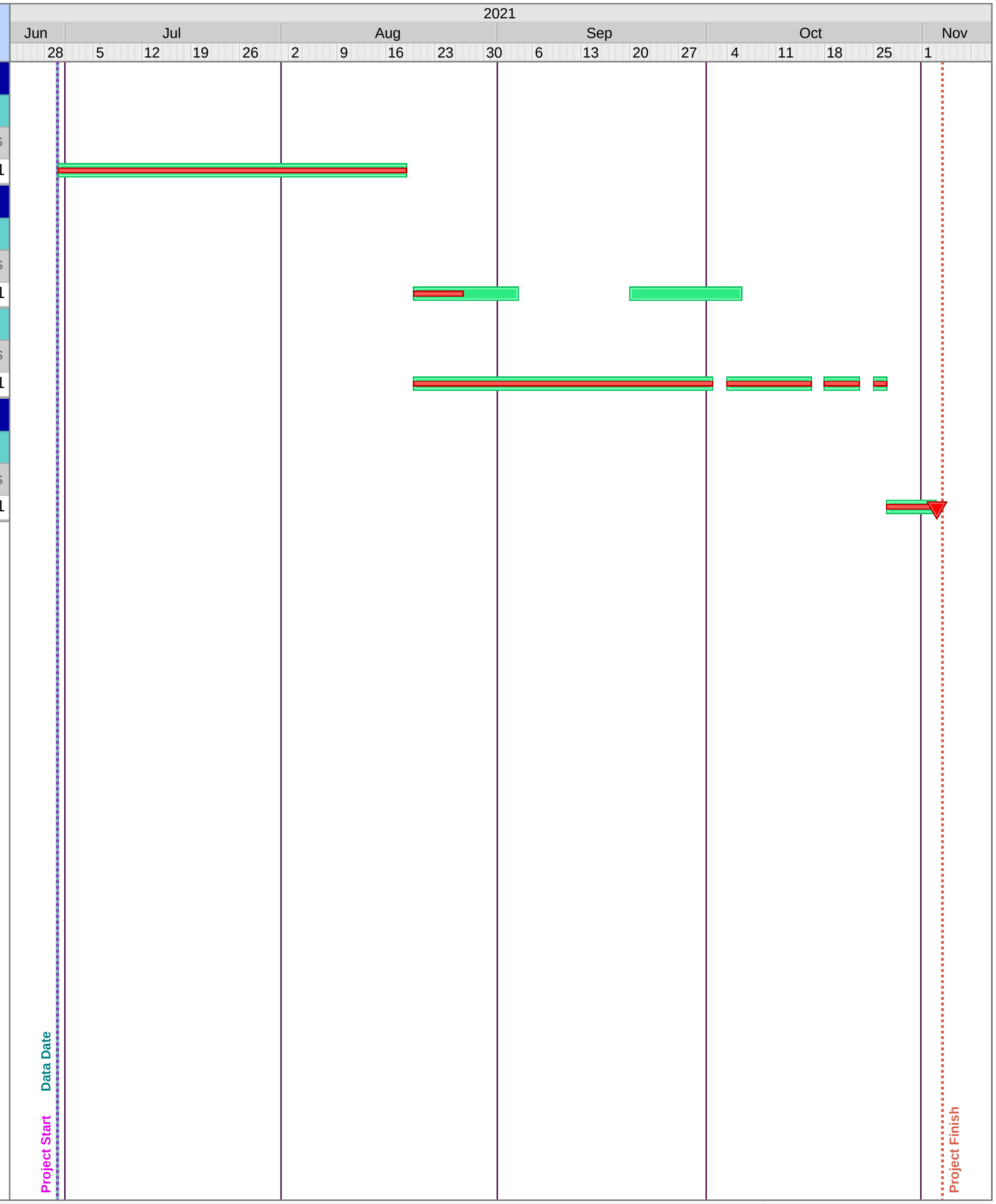
EXHIBIT "B"

JOB ORDER COST PROPOSAL
SUMMARY SHEET

Negotiated Prices			
Price of Subcontractor(s)		$	-
Survey - 82 Bravo LLC		$	2,580.00
Demolition - Mark's Valley Grading		$	8,554.00
Earthwork - Mark's Valley Grading		$	14,459.00
Landscape - Blue Sage Landscaping		$	23,401.00
Concrete - J&R Contracting		$	26,913.00
Steel Railing - Skyce Steel		$	5,300.00
Materials Testing - Allowance		$	2,000.00
Price of Subconsultant(s)		$	-
General Conditions		$	33,169.68
Preconstruction Labor (if applicable)		$	-
Construction Labor (if applicable)		$	-
SUBTOTAL (NEGOTIATED PRICES):		**$**	**116,376.68**
Overhead and Profit (Coefficient per Job Order Master Agreement)	**9.50%**	**$**	**11,055.78**
TOTAL (NEGOTIATED PRICES + OVERHEAD & PROFIT):		**$**	**127,432.46**
Insurance, Bonds, & Taxes			
Sales Tax Percentage (Current Tax Rate) Material & Equip only	**5.07%**	$	595.89
General Liability Insurance Percentage (Actual Cost per Job Order)		$	1,694.85
Builder's Risk Insurance Percentage (Actual Cost per Job Order)		$	710.20
Payment Bond (Actual Cost per Job Order)		$	1,533.24
Performance Bond (Actual Cost per Job Order)		$	-
SUBTOTAL (INSURANCE, BONDS, & TAXES):		**$**	**4,534.18**
COMBINED TOTAL (TOTAL + INSURANCE, BONDS, & TAXES):		**$**	**131,966.64**
City's Allowance		**$**	**10,000.00**
TOTAL JOB ORDER:		**$**	**141,966.64**

Per the Job Order Master Agreement - This Fee Table includes all fees, costs, 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 cost, or time and materials basis, the costs may be reimbursed to JOC Contractor and chargeable against the Contract Price will be determined as set forth in MAG 109.5.

ID	Description	Original Duration	Start	Finish
PRE-CONSTRUCTION				
Project Wide				
⊞ PROPOSAL PROCESS	4 activities			
		35	06/30/21	08/19/21
CONSTRUCTION				
Project Wide				
⊞ Procurement	22 activities			
		23	08/20/21	10/05/21
PARK IMPROVEMENTS				
⊞ Area Wide	42 activities			
		47	08/20/21	10/26/21
CLOSEOUT				
Project Wide				
⊞ Area Wide	4 activities			
		5	10/27/21	11/03/21



City Of Chandler
Mountain View Park Improvements
210607 - JOC Proposal - Rev1

Project name	Mountain View Park Improvements - Rev 1 575 S Twelve Oaks Blvd. Chandler AZ 85226
Estimator	MItchell Sullivan
Labor rate table	1.0X w\brd
Job size	1 ls
Duration	7 wk
Report format	Sorted by 'Group phase/Phase' 'Detail' summary

Phase	Description	Takeoff Quantity	Labor Amount	Material Amount	Sub Amount	Equip Amount	Other Amount	Total Amount
	GENERAL REQUIREMENTS							
1.002	**Project Manager**							
	Project Manager	2.34 wk	**6,591.31**	**-**	**-**	**-**	**-**	**6,591.31**
	Buyout & Writing subcontracts	0.50 wk	**1,408.40**	**-**	**-**	**-**	**-**	**1,408.40**
1.003	**Project Superintendent**							
	Project Superintendent	7.00 wk	**16,660.00**	**-**	**-**	**-**	**-**	**16,660.00**
1.005	**Project Engineer**							
	Project Engineer	0.50 wk	**957.00**	**-**	**-**	**-**	**-**	**957.00**
1.011	**General Field Supervisor**							
	General Field Supervisor	18.00 hr	**1,267.56**	**-**	**-**	**-**	**-**	**1,267.56**
1.209	**Plans & Specifications**							
	Plans	40.00 sht	**-**	**40.00**	**-**	**-**	**-**	**40.00**
1.309	**Information Technology**							
	IT Expense	414.00 hr	**-**	**-**	**-**	**670.68**	**-**	**670.68**
1.310	**Field Office Supplies**							
	Job Office Supplies	1.75 mo	**-**	**43.75**	**-**	**-**	**-**	**43.75**
1.311	**Field office equipment rental**							
	On Site Computer	1.75 mo	**-**	**-**	**-**	**437.50**	**-**	**437.50**
1.329	**Communications**							
	Monhtly Usage (in town)	414.00 hr	**-**	**-**	**-**	**182.16**	**-**	**182.16**
1.602	**Foresite Equipment**							
	Foresite 3/4 Ton Pick up/Wk	10.36 wk	**-**	**-**	**-**	**1,087.59**	**-**	**1,087.59**
1.615	**Gas & Minor Maint.**							
	Gas & Minor Maint.	10.36 wk	**-**	**-**	**-**	**880.43**	**-**	**880.43**
	SITEWORK							
2.001	**Temporary Fencing**							
	One Time In and Out	1.00 ls	**-**	**-**	**-**	**350.00**	**-**	**350.00**
	Over 600lf	500.00 lf	**-**	**-**	**-**	**1,250.00**	**-**	**1,250.00**
2.008	**Trash Hauling Service**							
	Jobsite Dumpsters	1.00 ea	**-**	**450.00**	**-**		**-**	**450.00**
2.009	**General Clean-up**							
	General Clean-up	10.00 hr	**465.80**	**50.00**	**-**	**12.50**	**-**	**528.30**
2.012	**Temporary Toilet**							
	Temporary Toilet	1.00 mo	**-**	**-**	**-**	**95.00**	**-**	**95.00**
2.015	**Survey & Layout**							
	Site Layout	1.00 ls	**0.00**	**0.00**	**2,580.00**	**-**	**-**	**2,580.00**
2.020	**Quality Control**							
	Matrls Test & Sampling Allow.	1.00 ls	**-**	**2,000.00**	**0.00**	**-**	**-**	**2,000.00**
2.050	**Selective Demolition (EA)**							
	Site Demolition	1.00 ls	**-**	**-**	**8,554.00**	**-**	**-**	**8,554.00**
2.101	**SWPP Requirements**							
	SWPP inlet protection	3.00 ea	**180.00**	**75.00**		**15.00**	**-**	**270.00**
2.200	**Site Grading**							
	Earthwork	1.00 ls	**-**	**-**	**14,459.00**	**-**	**-**	**14,459.00**
2.900	**Landscaping**							

Phase	Description	Takeoff Quantity	Labor Amount	Material Amount	Sub Amount	Equip Amount	Other Amount	Total Amount
2.900	**Landscaping**							
	Landscaping	1.00 ls	-	-	**23,401.00**	-	-	**23,401.00**
	CONCRETE							
3.050	**Concrete Conceptual**							
	Concrete work	1.00 ls	-	-	**26,913.00**	-	-	**26,913.00**
	STEEL							
5.505	**(LF)Misc. Steel Fab.**							
	Scupper Railing	1.00 ls	-	-	**5,300.00**	-	-	**5,300.00**

Estimate Totals

Description	Amount	Totals	Rate
Labor	27,530.07		
Material	2,658.75		
Subcontract	81,207.00		
Equipment	4,980.86		
Other			
	116,376.68	**116,376.68**	
OVERHEAD AND PROFIT	11,055.78		9.500 %
GL & Auto INSURANCE	1,694.85		1.330 %
Installation Floater Policy	710.20		0.550 %
JOC Bond Rate	1,533.24		
	14,994.07	**131,370.75**	
Chandler Sales Tax - Mtrl & Eq	595.89		7.800 %
Owner's Contingency	10,000.00		
Total		***141,966.64***	

FORESITE CONSTRUCTION, INC. - BID TALLY SHEET

PROJECT: **Mountain View Park** TRADES: **Survey**

DATE/TIME: SPEC. SECT: 2.015

	SUBCONTRACTORS			
Company	**82 Bravo LLC**	**Hubbard Engineering**		
Contact	Ken Shipley	Dan Percy		
Phone	602-885-8346	480-892-3313		
Mobile		480-398-3819		
Have seen ADDENDA?	0	0	0	0
BASE BID:	$2,190	$3,700		
Verify Horizontal & Vertical Control	incl	incl		
Mark saw cuts for concrete demo	incl	incl		
Offsets: header curb, scupper, sidewalks, rough grade	incl	incl		
Offsets: drainage	incl	incl		
As-Builts	incl	incl		
Meet project insurance requirements	incl	incl		
Misc staking	$390	$405		
Long Lead Materials & Duration:				
Subtotal	$2,580	$4,105	$0	$0
Schedule duration:				
TOTAL TO CARRY IN BID ROOM				

82 BRAVO
Professional Land Surveying

579 W Wickenburg Way
Suite #2, Wickenburg, Arizona 85390
T 928.684.5046
info@82bravo.com www.82bravo.com
AZBTR Firm: #17600 -Certified SBE/SBC City of Phoenix/ADOT

Quote No. 21182
Date: Wednesday, May 26, 2021
Expires: 30 Days

To: **ForeSite Design & Construction, Inc.**
1425 North Mondel Drive, Gilbert AZ 85233
T 480-820-1345x12 C 602-908-5294 F 480-820-1305

Project: Road Runner Park

This is a quotation to provide Construction Staking services as outlined in *Exhibit A, "Scope of Services"*. As detailed in *Exhibit B "Consultant Fee for Services"*, 82 Bravo will provide services for this project for a Lump Sum Fee of **$2,190.00**

We appreciate the opportunity to offer our professional services and we look forward to bringing our expertise to this project.

Please contact me if you have eny questions or concerns.

Sincerely,

Kenneth O. Shipley, President
82 Bravo, LLC

Exhibit "A" Scope of Services

1.0 **Control Survey:** Establish horizontal end vertical control points end calculate controlling points for the project using provided plans.

2.0 **Hardscape:** Provide offset stakes and grades for new Sidewalk, Concrete Header, Concrete Scupper.

3.0 **Drainage:** Provide offset stakes end grades for new Drainage Swale end new Drainage Spillwey.

4.0 **As-Built Certifications:** Conduct a survey upon completion of construction certifying, location, depths & quantities of new construction, location & depths of existing utility crossings, metch points end removals. Any underground grades required for as-builts must be requested in writing prior to backfill. Any Personal Protection Equipment required for eccess to underground utility locations to be provided by the contractor.

5.0 **Celculetions / Coordinetion:** Point staking calculations for items contained in this proposel. Correspondence to client and subcontractors (I.e. cut sheets, staking progress memorandums, site meetings, etc.).

6.0 **Additionel Services – T & M**

   a. Additional tasks not included in the above scope and re-staking request will be billed per the hourly rate(s) plus material.

Exhibit "B" Consultant Fee for Services

Service	Lump Sum
Control Survey	$780.00
Hardscape	$780.00
Drainage	$130.00
As-Built Certifications	$780.00
Calculations / Coordination	$550.00
Total Fee	$2,190.00

Additional Services	Hourly Rate
Professional Land Surveyor (Manegement/Certifications)	$125.00
Survey Technician (Office)	$110.00
Survey Crew with GPS or Robotics (Field)	$130.00

1. Consultant agrees to perform the services set forth on Exhibit "A" attached hereto and incorporated herein by this reference ("services").

2. Client agrees to compensate Consultant for its services according to the Consultant Fee for Services attached hereto as Exhibit "B".

3. Client agrees to provide consultant with any and all documents necessary to identify the ownership, locations and condition of the property, including, but not limited to, deeds, maps, title information, existing easements and permits; and to obtain for consultant the authorization of the owner to enter upon the property for the purpose of conducting consultant's work thereon.

4. All original papers, documenis, drawings and other work product of consultant, and copies thereof, produced by consultant pursuant to this agreement shell remain the property of consultant and may be used by consultant without the consent of client. Upon request and payment of the costs involved, client is entitled to a copy of all papers, documents and drawings provided client's account is paid current.

5. Client acknowledges that its right to utilize the services and work product provided pursuant to this egreement will continue only so long as client is not in default pursuant to the terms and conditions of this agreement and client has performed all obligations under this egreement. Client further acknowledges that consultant has the unrestricted right to use the servicos provided pursuant to this agreement es well as all work products provided pursuant to this agreement.

6. If payment for consultant's services is to be made on behalf of client by a third-party lender, client agrees that consultant shall not be required to indemnify the third-party lender, in the form of an endorsement or otherwise, as a condition of receiving payment for services.

7. By execution of this agreement Client accepts the terms hereof, acknowledges receipt of e copy hereof, including all exhibits, and authorizes Consultant to proceed with the work. In the event Client is not the owner of the property. Client represents that Client has obtained permission from said owner for Consultant to proceed.

8. Payment is due upon receipt of all invoices, unless otherwise stated and becomes delinquent if not paid to 82 Bravo within (30) days from date of invoice. A service charge of 1 1/2% per month, which is en annual percentage rete of 18% will be charged on all past due balences. Customer shell reimburse and pay 82 Bravo for all expenses, costs, and attorneys' fees incurred or expended by 82 Brevo in enforcing its rights herein.

9. Consultant's Liability Limited to Amount of Consultant's Compensation. To the fullest extent permitted by lew, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and Consultant's Sub-consultants, and any of them, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any ceuse or causes, including but not limited to the negligence, professionel errors or omissions, strict liability or breech of contract, or warranty expressed or implied of Consultant or Consultant's officers, directors, partners, employees, agents, or Consultant's, sub-consultants, or any of them, shall not exceed the total compensation received by Consultant under this Agreement.

HUBBARD ENGINEERING

May 20, 2021

Mitchell Sullivan
Foresita Design & Construction

Re: Mountain View Park Improvements

Services Provided: Task S01: Construction Staking

CONTROL

Horizontal Control - Verify existing horizontal/vertical control & site benchmarks. Obtain tie references to street monuments.

Vertical Control - Run bench loop from known vertical control to site.

PRE-GRADING

Sawcuts - Mark sawcuts for pavement & concrete removal as needed and check for tie in elevations.

CONCRETE

Header Curb - Set offset grade stakes for curb at 25' intervals, location only. Match existing elevation.

Scupper - Set offset grade stakes@ 25' intervals for scupper and comers of walk @ scupper graded to finish concrete.

Detached Sidewalks - Set offset grade stakes @ plan spot elevation points, graded to plan grade.
Same stakes to be used for rough grade and sidewalk construction.

AS-BUILTS & CALCULATIONS

Field As-Builts - Gather Civil as-built data per approved Civil plans only.
(Site super must schedule as-builts before burying wet utilities)
Office As-Builts - Apply as-built data to approved Civil plans only and submit PDF file to client.
(Note: Client to submit required Civil As-Built package to City or County)
Calculations - Calculate survey points from CADD drawings & verify for field layout.

*Note – Costs for Calculations are based on preparing the points for the field, based on the plans provided in conjunction with the CADD file of those plans. Any issues with the plans/CADD files and RFI's will be handled on a time and materials basis.

HUBBARD
ENGINEERING

Proposed Fee and Payment Schedule

All services provided under this contract shall be provided on a Lump Sum or Hourly Time and Materials basis as shown below.

The estimated fees for this scope are as follows:

Task S01: Construction Staking	$3,700.00 LS
Total Fee	$3,700.00 LS
Task S98 – Plan Issues/RFI's	T&M

LS = Lump Sum
T&M = Time and Materials

Acceptance of Proposal

Proposal Accepted - Signature/Name/Title   Date

***For questions ragarding this proposal, please contact Adrian Burcham at 480-892-3313.

FORESITE CONSTRUCTION, INC. - BID TALLY SHEET

PROJECT: **Mountain View Park**
DATE/TIME: **5/10/2021**
TRADES: **Demolition**
SPEC. SECT: 2.050

	SUBCONTRACTORS				
Company	**Mark's Valley Grading**	**Advanced Demolition, LLC**	**Shane's Grading & Paving**	**Benchmark Construction**	**J & R Contracting**
Contact	David Habighorst	Jerry Chandler	Marc Phillips	Darwin Boy	Vance Everett
Phone	480-892-8025	602-510-3540	602-992-2201	602-254-1498	623-764-6520
Mobile			623-570-6353		
					623-703-4277
Have seen ADDENDA?	0	0	0	0	
BASE BID:	$8,554	$8,900	$8,800	$13,892	$6,842
Saw Cut and remove existing sidewalk	incl	incl	incl	incl	incl
Saw cut and remove conc header curb	incl	incl	incl	incl	incl
Demo existing tree; grind stump below grade	incl	incl	incl	incl	excl
Apply herbicide to kill turf - (by landscape)	excl	excl	($350)	excl	excl
Remove & dispose of turf	incl	incl	$3,000	incl	$4,200
Remove existing DG	incl	incl	incl	incl	excl
Meet project insurance requirements	incl	incl	incl	incl	incl
Long Lead Materials & Duration:					
Subtotal	$8,554	$8,900	$11,450	$13,892	$11,042
Schedule duration:					
Demolition duration	3 days	2 days	2 days	3 days	

TOTAL TO CARRY IN BID ROOM

FORESITE CONSTRUCTION, INC. - BID TALLY SHEET

PROJECT: **Mountain View Park** TRADES: **Earthwork**

DATE/TIME: **5/10/2021** SPEC. SECT: 2.200

	SUBCONTRACTORS			
Company	**Mark's Valley Grading**	**Shane's Grading & Paving**	**Benchmark Construction**	
Contact	David Habighorst	Marc Phillips	Darwin Boy	
Phone	480-892-8025	602-992-2201	602-254-1498	
Mobile		623-570-6353		
Have seen ADDENDA?	0	0	0	0
BASE BID:	$1,950	$12,500	$5,205	
Private Locater	$500	$650	$650	
Provide hydrant meter & usage fees	$1,950	$2,000	$2,000	
Earthwork	$6,505	incl	$7,000	
Cut / Fill site per grading plan	incl	incl	incl	
Haul off Grading spoils only	incl	incl	incl	
import fill	$1,386	incl	incl	
Fine grade	$2,168	incl	incl	
Meet project insurance requirements	incl	incl	incl	
Include sales tax	incl	incl	incl	
Long Lead Materials & Duration:				
Subtotal	$14,459	$15,150	$14,855	$0
Schedule duration:				
Grading work & Import	4 days	3 days	4 day	
Fine grade	1 day	2 days	2 days	
TOTAL TO CARRY IN BID ROOM				

MARK'S
DEMOLITION
& EXCAVATING, INC.
YOUR DEMOLITION SPECIALIST

2425 N. Center St.
Mesa, AZ 85201
Office: 480-892-8025
Fax: 480-892-8097
ROC 285712

Earthwork Proposal

To:	ForeSite Design & Construction, Inc.	Date:	6/3/2021 Revision 1
Contact:	Mitchell Sullivan	Proposal #:	D-300-PE
Address:	1425 N Mondel Dr	Job Name:	Mountain View Park
City State:	Gilbert, AZ 85233	Address:	575 South Twelve Oaks Blvd.
Phone:		City State:	Chandler, AZ 85226
Email:	mitchell.sullivan@foresite-inc.com	Estimator:	David Habighorst

	Scope of Work	Unit Price	Quantities	Subtotal
1	Grub and demo (within work area) See Note Box.	$ 8,554.00	1 LS	$ 8,554.00
2	Mass grade	$ 6,505.00	1 LS	$ 6,505.00
3	Import/Export fills generated by Marks Valley Grading	$ 22.72	61 CY	$ 1,386.00
4	Fine grade along sidewalk and landscape areas.	$ 2,168.00	1 LS	$ 2,168.00
5	Mobilizations (2 earthwork)	$ 1,950.00	1 LS	$ 1,950.00
	Total Base Bid			$20,563.00

	Price for additional work not in base bid	Amount
1	Install & remove 1 track-out entrance. (All other SWPPP items are excluded)	$ 1,800.00
2	Hydrant meter & usage fees for Mass grade only. (1st mobilization only)	$ 1,950.00
3	Spoil haul off generated by other trades	Excluded
4	Private Locator	$ 500.00
5	To haul off clean trade spoils at a cost of $ 275.00 per load while doing contract work.	

DURATIONS:

SITE DEMO – 3 DAYS

EARTHWORK – 3 DAY
IMPT – 1 DAY
FINE GRADE –
1 DAY

	Notes
Bid using Grading & Drainage plans dated 05/17/2021 - No Soils report provided ***Demolition Scope:** Sawcut and remove 2378 SF of sidewalk, 3 LF curb, DG. Grub area of disturbance, remove grass, tree, grind stump. Excludes weed kill, soil treatment or replacing any DG. ***Earthwork Scope:** Cut / Fill site as per grading plan, Export material generated by Marks Valley Grading, Fine grade for exterior concrete slabs and landscape areas to + or - 1/10th. Price excludes the following: Spoil haul off generated by other trades, Cut for landscape curb, adjusting any utilities, ***Paving Scope:** N/A	

CONTRACT EXCLUSIONS: (Unless Noted Above)	
Engineering, testing, permits and taxes	Haul off other contractor's spoils.
Re-grading of areas disturbed by others.	Hard dig, if cannot be ripped by 140 H Blade or equiv.
Striping, signs, survey markers and bumper blocks.	Any unforeseen utility damage.
All concrete and extruded curb.	Seal coating of parking lot and drives.
Utility patch back	Detailed Excavation
All construction water	Onsite Potholing
Barricades, traffic control	Private Locating
All taxes & permits	Construction fencing

* All material is guaranteed to be as specified and the above work to be performed in accordance per drawings and submitted specifications. Work will be completed in a substantial workman-like manner for the sum listed in proposal.
* Payment terms are as follows: payment due upon job completion or as per valid written contract/agreement terms.
* <u>This proposal may be withdrawn by us if not accepted within 30 days</u>

Date ________________ Signature: ____________________________

Signature: ____________________________

ADVANCED DEMOLITION, LLC

PO BOX 144
SCOTTSDALE, AZ 85252
(602)510-3540
www.advanceddemolition.net
AZROC - 313039

PROPOSAL AND AGREEMENT

PROJECT:	MOUNTAIN VIEW PARK	DATE:	5/27/2021
ADDRESS	575 S. 12 OAKS BLVD - CHANDLER, AZ	BID EXP.:	60 DAYS
TO:	FORESITE	BID#:	698-21
ATTN:	ESTIMATING	ESTIMATOR:	JERRY CHANDLER
		CELL PHONE:	602-510-3540
		ESTIMATOR E-MAIL:	jerry@advanceddemo.net

SCOPE OF WORK: DEMOLITION

ITEM No.	DESCRIPTION:	PRICE:
DEMOLITION	SCOPE OF WORK	
	SAWCUT AND REMOVE CONCREET SIDEWALK	
	REMOVE TREES - GRIND STUMPS	

BASE PRICE	$	8,900.00
	$	-
TOTAL BID:	$	8,900.00

Policy

ADVANCED DEMOLITION, LLC (AD) will furnish all labor, equipment & pay all dumping fees incurred in performing work at the above referenced address The work area will be kept free of any trash & debris. Any additions or deletions must be in writing and must be signed by both Owner/GC and AD. This proposal shall become part of the contract documents. All SALVAGE rights belong to ADVANCED DEMOLITION unless otherwise specified. Any overtime, nights, weekends and holidays will be subject to change order unless otherwise specified. This bid is good for 60 days, unless noted otherwise. Payment terms are 10% down required prior to mobilization. Final payment due on all invoices with in (30) days of invoice. Balances and retention that was held is due (30) days from the completion of project. Note: The Owner/GC shall provide AD with an Asbestos Survey prior to any work being done. If asbestos is present it must be removed according to OSHA, EPA and County Regulations prior to Demolition. Please Note that all Asbestos and Structural Demolition projects are subjected to a (10) day (NESHAP Notification) waiting period prior to the commencement of project. AD is not responsible for weather proofing, temporary drying in or anything related to weather or water intrusion or any weather damage caused by our work. AD is not responsible for any inadvertent damage caused by our work. Within 24 hours of any suspected damage allegedly caused by us, we must he notified in writing. We have the right to repair any of the said damage by our contractor of choice. Unless there is a schedule in writing, and both parties have agreed to it, AD will prepare and perform our work in our time frame. It is customary forAdvanced Demolition to pre-lien all projects prior to the commencement of work. After final completion of the scope of work, and when final payment has been received, ADVANCED DEMOLITION will issue to Client a final and unconditional lien waver.

Exclusions

All items omitted or not clearly shown on the demolition plans, specification and/or ADVANCED DEMOLITION Proposal. Layout, MP&E disconnects, capping, make safe, shoring, coring, masonry toothing, mastic to more than 70%, dust barriers, negative air machines, hazardous materials, permits, bond/taxes, additional move-ins, temporary power, sanitation facilities, slabs/stems and footings larger than current code for same construction.

Approval and Signature

JERRY CHANDLER OWNER/ESTIMATOR

JERRY CHANDLER 5/27/2021

DATE

Signature:
Owner/GC Approval: DATE

SHANES GRADING & PAVING

AZ ROC # A-5 255891 A-14 267524
21801 N. 16th St., Box 5 Phone:602-992-2201

PROPOSAL

Project Name:	Mountain View Park	**Date:**	6/1/2021	**Plan Page :**	LM1.01
Submitted to:	Fore-Site Construction	**Email:**	Mitchell.sullivan@foresite-inc.com	**Plan Date :**	5/18/2021
Project Location:	575 S Twelve Oaks Blvd, Chandler, AZ	**Phone:**	480-820-1345	**Soils Report :**	NA

Scope of Work as Follows:

A. Demo — **$8,800.00**
1. Sawcut, remove and haul off existing concrete sidewalk totaling 2,116 SF
2. Remove (1) existing tree and grind stump
3. Remove and haul off damaged concrete curb totaling 3 LF
4. Remove and salvage existing DG

B. Turf Removal — **$3,000.00**
1. Treat, kill and dispose of existing turf totaling 2,550 SF

C. Grading — **$8,800.00**
1. Set rough grade for site (import/export as necessary)
2. Grade for new concrete sidewalk

D. Finish Grade — **$3,700.00**
1. Back fill concrete curbs, walls and sidewalk
2. Set final grade for landscape areas

Exclusions : Water costs/meter, Permits, Hard dig, engineering, survey, certified as-builds, compaction testing bonds, encasements, utility adjustments/patch backs, or traffic control.

Proposal includes (1) mobilization per phase add $3500 for additional mobilizations

TOTALS:

Sub Total	$24,300.00
Tax	*Taxes will be calculated upon completion*
Total	**$24,300.00**

PAYMENT TERMS: 30 DAYS NET

ACCEPTANCE

The above process specifications and conditions as noted herein are satisfactory and are hereby accepted. Shane's Grading & Paving Inc. reserves the right to file a preliminary lien notice as required by Arizona law. Shane's Grading and Paving Inc. is authorized to proceed with work as specified herein and agrees to "terms and conditions" below and will be incorporated into subcontracts.
All agreements contingent upon strikes, accidents or delays beyond our control.
Cease of all onsite activities will result from none payment. By signing this proposal you agree to the above contract and terms.

DURATIONS:

SITE DEMO – 2 DAYS

EARTHWORK – 3 DAYS

FINE GRADE – 2 DAYS

Submitted By: Mark Phillips **Accepted By:**

SHANES GRADING & PAVING

AZ ROC# 255891, 267524

Terms and Conditions

General Conditions

This proposal is valid for 30 days, with final acceptance subject to scheduling and approval by the credit department of Shane's Grading and paving Inc. Material Prices are subject to chage of proposal is not accepted after 30 days

Contracts issued to Shane's grading and Paving based on Shane's grading and paving proposal submission deem all terms and conditions outlined in this document accepted and incorporated without modification.

Customer Shall notify SG&P in advance when the site will be ready for work to be performed hereunder can be commenced promptly, and once begun may be completed without delay. Customer agrees to pay SG&P Inc. reasonable charges delays caused by customers, customers subcontractors, or unforeseen conditions

Terms

Customer agrees to pay a service charge of 3% per month on invoices that are more than 10 days past due . Customer also agrees to pay all reasonable attorney & or Collection fees that may be incurred. Customer agrees that if a check, money order or and other instrument submitted as payment is marked "Paid in full" or with similar Language, Shane's Grading and paving inc may accept the payment, & customer will remain obligated to pay any further amount contractually owed to SG&P.

If the work is interrupted or its completion delayed by customer, payment to cover all labor and materials furnished become due & payable to Shane's grading and Paving inc. Furthermore, projects not complete within 30days of contract execution may necessitate price increases due to material cost volatility beyond our control.

Proposals are based on a 40hr work week Monday thru Friday overtime, night, & weekend work will be an additional cost added to the monthly billing as permitted with propper Communication and notification to the client. Plant opening fees for weekend or night work will be included and billed to customer when applicable

Change order request review period will be 10 days upon receipt. If a written objection is not provided within the review period the Change order will be deemed certified approved, and billed with invoice or monthly billing.

Unsigned proposal where work has commenced or contracts based on SG&P inc proposal shall deem accepted and legally binding

Shane's Grading and Paving reserves the right to stop all work from non payment. Shane's Grading and Paving reserves the right to refuse to perform work outside the scope of work of this Proposal and not agreed on by change order as set forth above. It is agreed that Shane's Grading and Paving will not be liable for dammages caused by the delay in executing change orders.

Print Name (first,last) Signature

AZ ROC# 255891 267524 Date

BENCHMARK CONSTRUCTION
Concrete • Site Preparation • Dreinege
2210 West Buckeye Road, Phoenix, AZ 85009
Phone: (602) 254.1498 Fax: (602) 254.3425
ROC123855A

Proposal and Contract

CUSTOMER NAME / ADDRESS
ForeSite Design & Construction David Holt 1425 N. Mondel Dr. Gilbert, AZ 85233 O:480-820-1345 F:480-820-1305

DATE	PROPOSAL NO.
6/1/2021	4264 RVSD

PROJECT	ADDRESS
Mountain View Park	575 S Twelve Oaks Blvd

ITEM	DESCRIPTION	QTY	UNIT	COST	TOTAL
1	Demolition and Removal	1	L.S.	13,891.50	13,891.50
	Sawcut sidewalk and existing header curb as shown on provided plans.- Total approximata area 2118 S.F. Remove and Salvage existing Irrigation haads - 7 EA Tree removal and grind stump to finlshed grada - 1 EA				
	Remove top 4" of grass and haul off spoils - 2701 S.F.				
2	Fill and Grade	21	CYD	247.83	5,204.43
	Fill in low spot area end bring it up to grade Total approximate fill 21 CYD				
3	Sidewalk	2,145	S.F.	15.00	32,175.00
	Install sidewalk per Detail 1 LM2.01				
	Total approximate area 5,674 S.F.				
4	Scupper	1	EA	7,800.00	7,800.00
	Install scupper per MAG STD DTL 208 with 2' wida opening				
Price is good for 30 days. Monthly Progress Payments if Necessery. Peyment Due Upon Completion.		**TOTAL**			

SIGNATURE ______________________

PRINT NAME ______________________

DATE

BENCHMARK CONSTRUCTION

Concrete • Site Preparation • Dreinage

2210 West Buckeye Roed, Phoenix, AZ 85009
Phone: (802) 254.1498 Fax: (602) 254.3425
ROC123855A

Proposal and Contract

CUSTOMER NAME / ADDRESS
ForeSite Design & Construction David Holt 1425 N. Mondel Dr. Gilbert, AZ 85233 O:480-820-1345 F:480-820-1305

DATE	PROPOSAL ND.
6/1/2021	4264 RVSD

PROJECT	ADDRESS
Mountein View Perk	575 S Twelve Oeks Blvd

ITEM	DESCRIPTIDN	QTY	UNIT	COST	TOTAL
5	Header Curb 8" x 8"	214	L.F.	55.00	11,770.00
	Install header curb per detail 3 City of Chandler Standard Detail				
	Total approximate length 214 L.F.				
8	Rip Rap	71	S.F.	33.56	2,382.76
	Instell rip rap to metch existing DG es best as possible. Installed rip rap to be 12" thick D_50 = 6"				
	Total epproximate ere 71 S.F.				
	Note: Price based upon single move-in. Eech additional move-in beyond the first will be back charged 500.00 per occurrence.				
	Exclude: Layout, Survey, Testing Cost, Underground Utilities in Conflict with Scope of Work, Treat and Kill of Existing Turf in Limits, Decomposed Granite, and Sales Tax				
	Combined Sales Tax			3,712.44	3,712.44
Price Is good for 30 deys. Monthly Progress Payments if Necessery. Peyment Due Upon Completion.		TOTAL			$76,936.13

Your signature shall indicate your acceptance end this document shall become e binding contrect between us. BALANCE DUE UPON COMPLETION. Past due eccounts will be charged at e rate of 1.5% per month, which is an ennuel rete of 18%.

SIGNATURE ____________________

PRINT NAME ____________________

DATE ____________________

FORESITE CONSTRUCTION, INC. - BID TALLY SHEET

PROJECT:	**Mountain View Park**	TRADES:	**Landscape**
DATE/TIME:	**5/10/2021**	SPEC. SECT:	2.900

	SUBCONTRACTORS			
Company	**Blue Sage Landscaping**	**Apex Turf LLC**		
Contact	Rick Camden	Kile Dobberstein		
Phone	602-512-4440	480-935-6228		
Mobile	725-502-8259			
Have seen ADDENDA?	0	0	0	0
BASE BID:	$27,451	$57,200	$0	$0
Private locator	$750	$750		
Apply herbicide to kill turf for removal	incl	incl		
Remove turf & tree	($4,800)	($5,000)		
Rip rap (drainage spillway)	incl	incl		
Provide Turf sod - 948 sf	1,000 sf	incl		
F & I new vegetation - 7 ea	incl	incl		
60 day plant guarantee	incl	incl		
F & I new Decomposed Granite - 2,335 sf	incl	incl		
Salvage existing irrigation heads to City - 7 ea	incl	incl		
Relocate irrigation heads	incl	incl		
adjust spray pattern for new design	incl	incl		
Adjust box heights for new grade	iincl	incl		
Meet project insurance requirements	incl	incl		
Include sales tax	incl	$1,785		
Long Lead Materials & Duration:				
Vegetation & groundcover	in stock	in stock		
Subtotal	$23,401	$54,735	$0	$0
Schedule duration:				
Install vegetation	2 day	2 day		
Irrigation rework	2 day	3 day		
DG & Riprap placement	1 day	2 day		
TOTAL TO CARRY IN BID ROOM				

BLUE SAGE
LANDSCAPING

Date: June 3, 2021

FORESITE DESIGN & CONSTRUCTION
1425 N Mondel Dr.
Gilbert, AZ 85233

Bid Proposal for: MOUNTAIN VIEW PARK IMPROVEMENTS

Dear Sirs:

- We are pleased to submit our bid proposal for the **Landscape and Irrigation** of the project mentioned above, per plan sheets: LM1.01-LM2.02 Designed by: Environmental Planning Dated: 05/17/2021

Please note the following clarifications as a part of our bid:

1. The General Contractor shall provide the electrical power supply to the location of the automatic irrigation controller. Conduit to controller installed inside building to be done by others. Power to irrigation controller to be installed prior to shrub material installation, unless arrangements are made for manual watering compensation. Landscape water to be available prior to commencing landscape/irrigation work.

2. The General Contractor shall provide and rough grade all soil necessary to fill all landscape planter areas to a minus four inches below finish grade, in a clean and weed/cobble free condition. No import or export of soil or rock is inclusive; if necessary, to be extra. Trash dumpsters to be provided by general contractor.

3. Bid does not include: Hard Dig or Caliche removal, turf block, soil stabilization, desert revegetation, Tree drain pits, Landscape drainage, Hardscape, Concrete brick pavers, step stones, Lighting, Water Features, Boring or Saw cutting under asphalt/concrete. Hard dig to be done on a time and material basis.

4. Bid **does not include** traffic control. Special permits, backflow testing, dust control measures, or protective fencing. Water truck to be provided by General contractor.

5. General contractor to provide secure site for material storage. Bid based upon five-man crew working Monday – Friday, 40-hour week; any deviation to be at additional cost. Bid based upon non-prevailing wage rates. Post install maintenance, if required, to begin upon completion of landscape and irrigation scope of work. Partial completion(s) may be requested.

6. Repairs to existing landscape and irrigation damaged during new construction, to be extra. Trees and plants covered under ninety-day warranty. Irrigation system components covered under a one-year warranty. Warranty does not cover damage by other trades, vandalism, natural occurring events, or willful neglect.
7. No site furnishings included in bid proposal. All planter pots (if required) to be supplied by others. If specified on plans, irrigation, backfill and planting to be inclusive of all supplied planter pots. Tree grates (if required) to be supplied and installed by others.
8. General contractor to provide three sets of landscape and irrigation plans for construction use. Thirty-day minimum notice to be given for mobilization.
9. Bid will be honored for sixty calendar days, unless special arrangement is made; otherwise bid subject to price increases. All taxes inclusive, as is delivery to jobsite. Bid is based upon two mobilizations, additional mobilizations to be extra.
10. **No "extra work" will be performed without a signed change order or purchase order in place. A written "Authorization to Proceed" is not sufficient to proceed with the required work.**

Landscape excludes: 8"x8" Concrete beader.

2700 –SqFt sod to be sprayed and removed as called out per plan.

1000 - SqFt Sod to be repaired as called out per plan.

7 - 5 gallon shrubs as called out per plan.

1 - Tree removal stump grind as called out per plan.

25 - Tons ½" Madison gold as called out per plan.

10 - Tons Rip-Rap as called out per plan.

Remove and relocate sprinkler heads as called out per plan.

Rootbarrier to trees within five feet of curb.

Soil amendment and fertilizer tabs

Two Pre-emergent applications.

Irrigation: complete automatic irrigation system as called out per plan.

BID PRICE PER PLAN...$ 27,451.00

Respectfully Submitted

BLUE SAGE LANDSCAPING

Rick Camden (725) 502-8259

Division General Manager

5402 S. 40th Street, Phoenix AZ 85040 / Office (602) 512-4440 Mobile (725) 502-8259

Bid Proposal: Landscape

Printed on Jun 7, 2021 at 8:58 AM MST

Mountain View Park Improvements

575 South Twelve Oaks Boulevard, Chandler, AZ 85226, United States of America

Sent proposal: $57,200

Submitted Jun 3, 2021 at 11:54 AM MST

Apex Turf LLC

8 S 132nd St, Chandler, AZ 85225, USA
Kile Dobberstein | Owner | +1 480-935-6228 | kile@apexturfaz.com

LINE ITEMS

Description	Quantity	Unit Cost	Total Cost
Landscape			$57,200
Base Bid			**$57,200**

ADDITIONAL INFORMATION PER PLANS & SPECS.

Notes Sales tax & permits not included.

ADD: $1784.64 FOR SALES TAX

evergreen TURF

PRICE QUOTE

Customer Name:	ForeSite Design and Construction	Project Name:	Mountain View Park Improvements
Customer Fax:	mitchell.sullivan@foresite-inc.com	Location:	Chandler, AZ
Customer Contact:	Mitchell Sillivan		
Quote Date:	6/1/2021		
Sales Rep:	Dave Thomas (480) 267-4985	Start Date:	2021
Terms:	Pending	Valid For:	90 Days

Quantity	Variety	Area Description	Unit	Unit Cost	Total Cost
1,000	Tifway 419	Park	Sq. Foot	0.51	$ 510.00
1	Installation	Park	Each	450	$ 450.00
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -

Total Cost (Not including applicable sales tax): $ 960.00

* Price INCLUDES Installation.

Terms and Conditions:

* All Price Quotes are subject to availability.
* A signed Purchase Order must be issued to guarantee availability of sod at the time of project.
* Evergreen Turf, Inc. is not responsible for watering, top dressing, or maintenance after installation.
* Soil Preparation is not include in pricing unless otherwise specified.
* This project is not bid at Prevailing (Davis Bacon) Wages
* Pricing reflects forklift acces to sod areas., Handwork/Wheel Barrow may require additional costs.
* Sod orders need to be in 100sf increments only.

Quotation Accepted by: P.O. # ____________

Name ____________ Title ____________ Date ____________

Dave Thomas

Quotation Prepared by

Thank You for choosing Evergreen Turf, Inc. for your Turfgrass needs.
We appreciate your business.

P.O. Box 2770
Chandler, AZ. 85244
Toll Free: 877-418-8873 • Phone: 480-456-1199 • Fax: 480-456-4699
www.evergreenturf.com

FORESITE CONSTRUCTION, INC. - BID TALLY SHEET

PROJECT: **Mountain View Park** TRADES: **Concrete**
DATE/TIME: **5/10/2021** SPEC. SECT: 3.050

		SUBCONTRACTORS		
Company	**Artesian Concrete**	**J & R Contracting**	**Benchmark Construction**	
Contact	Ean Enniss	Jim Everett	Darwin Boy	
Phone	480-303-0807	623-764-6520	602-254-1498	
Mobile				
Have seen ADDENDA?	0	0	0	0
BASE BID:	$24,935	$24,408	$51,745	
Provide new Sidewalk	incl	incl	incl	
Quantity - 2,145 sf	2,120 sf	2,300 sf	2,145 sf	
Natural gray color	incl	incl	incl	
Install diamond jointing pattern	incl	incl	incl	
Concrete Header - 214 lf	214 lf	214 lf	214 lf	
Concrete Scupper	incl	incl	incl	
Include steel railing - $ breakout	by steel	by steel	by steel	
Concrete Mock Up	$1,500	$1,553	$1,500	
Meet project insurance requirements	incl	incl	incl	
Include sales tax	$800	$952	$1,816	
Long Lead Materials & Duration:				
Subtotal	$27,235	$26,913	$55,061	$0
Schedule duration:				
Install header	3 days	3 days	5 days	
Install scupper	2 days	3 days	4 days	
Install sidewalks	5 days	4 days	6 days	
TOTAL TO CARRY IN BID ROOM				

ARTESIAN CONCRETE, INC.

Licensed Bonded Insured **C09-140697, L09-140696**
2531 E. Leonora St. • Mesa • AZ • 85213
Office/fax 480-303-0807 • Email artesianconcrete1@cox.net

Proposal

BUYER'S NAME	**Phone**	**DATE**
ForeSite Design and Construction, Inc	480-820-1345	05.19.21
STREET		**JOB NAME**
1425 N. Mondel Dr.		Mountain View Park Improvements
CITY, STATE AND ZIP CODE		
Gilbert, AZ 85233		575 S. Twelve Oaks Blvd. Chandler, AZ 85226

Keynotes per sheet LM1.01

1 – concrete sidewalk per detail 1/LM2.01 approx. 2120 Sq. Ft. (natural grey with tooled joints)	**$14,560.00**
– Concrete Scupper with railing Per MAG std. Det. 206-2 1 EA (all embeds provided by others)	**$ 5,025.00**
9 – concrete Header 8" 8" per det. 3/LM2.01 approx 214 L.F. (natural grey with tooled joints)	**$ 5,350.00**

Pricing Includes:
Fine grade +/- 1", form set, subgrade compaction, steel installation, concrete placement and finish, and clean up

Pricing Excludes:
Demo, Blue stake, position and elevation survey provided by others, all embeds provided by others, rip rap rock and placement by others, main grade to be cut and prepped by others prior to beginning work, access to water for concrete activities provided By others

Total: $24,935.00

Note: This bid is for the items specifically listed above. It does not include any item which is not listed.

Note 1: This bid is based on current market value for all materials. This pricing is not guaranteed and may increase at any time. If an increase is initiated by any material supplier *at any time* during construction the bid will be updated to reflect this change.

Note 2: This bid is for the items specifically listed above. It does not include any item which is not listed.

General exclusions: All items not listed on this proposal. NO hard dig.
All plumbing sand shade, back fill and compaction. All air return sand shade, back fill and compaction.

Engineered layout by others.
Water provided by general contractor.
(for dust control) & (compaction).
Utility locations by general contractor.
Sub grade to be +/- 1/10 inch.

1. One-year workmanship warranty (Artesian Concrete is not responsible for quality of concrete). Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate.

2. All agreements contingent upon strikes, accidents or delays beyond our control. Homeowners are to carry fire, tornado and other liability insurance. Our workers are fully covered by Workman's Compensation insurance.

3. This contract is not binding upon Artesian Concrete until an owner or officer has signed this contract.

4. NOTE: ARTESIAN CONCRETE IS NOT RESPONSIBLE FOR BLUESTAKING AND UTILITIES NOT TO STANDARD DEPTHS. ALLOCATION FOR SPOILS TO BE HAULED OFF IS REQUIRED.

Proposal and Contract – Part 2

1. The Contractor acknowledges that ABC, concrete ready mix, steel, delivery charges, fuel, surcharges and environmental fees are increasing at an average of every 3 months and may occur during the construction of this project. In the event of any such increases for items listed under this proposal/contract the General Contractor/Owner/Owner's Representative and Artesian Concrete shall mutually agree upon a revised price for the material yet to be delivered under this proposal/contact.

2. Payment is due within 30 days of receipt of owner, unless otherwise noted per contract.

3. All extra or deviance of work as per plan and proposal will require a written, signed and approved change order prior to the execution of such changes. These changes will become an "extra" over and above the original proposal and will be due the current billing cycle.

4. Prices are through ______________________ or until such time as material prices are increased.

5. All retention is to be paid upon 45 days completion of Artesian Concrete's contracted work or as otherwise noted.

6. If Artesian Concrete is awarded the proposed contract we request notification immediately to enable us to prepare our work schedule accordingly and to better serve the clients work schedule.

7. Only the initial punch list items will be honored by Artesian Concrete for remedial work at the conclusion of the project. All other items submitted thereafter will be considered an "extra" with a re-mobilization charge to be determined as necessary, such as the return of equipment and manpower needed to complete the "extra".

8. Punch list items (damaged by other trades i.e. landscape contractors, plumbers, electricians, deliveries, etc.)

   *Patch chipped sidewalks & curbs $75.00 per hr., per man hourly
   *Saw cut, demo and replace curbs $60.00 per LF
   *Saw cut, demo and replace valley gutter $70.00 per LF
   *Saw cut, demo and replace sidewalks $15.00 per SF

9. For light pole excavation, exclude all hard dig other than conventional rig. If hard dig is necessary it will be an added charge to the General Contractor.

10. Excludes all other concrete work for other trades.

11. Sufficient light supply, if night work is required, is to be supplied by others at no additional charge to Artesian Concrete.

12. Prior to start of construction, Artesian Concrete must have an approved set of prints for field personnel and a second set for the office.

13. All sub-grade to be within +/- 1/10 inch. All pad builds by others.

14. Excludes all structural excavation, backfill, compaction, shoring, bracing, warning signs and flagging not specifically line itemed on this proposal.

15. At Artesian Concrete's option, and at no additional costs, curb grade for machine, extruded curb is to be cut wide enough for the curb machine to operate properly. A minimum of 8' wide level sub-grade from back of curb is required.

16. For catch basin construction, exclude all pipe extensions. If sono tube is required, it will be placed @ $40.00 per LF. All extra curb/sidewalk exceeding the specified structure width and length as per MAG specifications will be charged @ $30.00 per LF for curb and $5.00 per SF for sidewalk.

17. Finish grade stakes shall be set to curb grade at 25' intervals, at grade breaks, angle points, transitions, returns, ramps, driveways and other curb control points. The stakes shall be tacked for line on 2' offset to the back of curb.

18. Repair of concrete work damaged by others will require an approval by the General Contractor/Owner and replaced at Artesian Concrete terms of line item pricing +15% + cost of demo & haul off.

19. Contractor to provide on site wash out area for concrete ready mix trucks to clean shoots. This area shall be designated and provided for at no additional cost to Artesian Concrete.

20. It shall be understood all sub-grade for curbs, valley gutters, aprons driveways, sidewalks, PCCP, scuppers, catch basins and slab on grade is to be constructed on certified grade prepared for by the contractor or contractor's soils preparation sub contractor.

21. Repair of concrete damaged by other trades, construction employees or trucking, CMU ftgs., removal of spoils from CMU ftg. excavation, rip rap, saw cut joints, joint sealing, handrails, light pole bases, and sign ftgs. or bollards is not the responsibility of Artesian Concrete.

22. Exclude all embeds, inserts, weld plates, anchor bolts, templates, dowels, striping, transformer pads and trash enclosures not specifically line itemed in this proposal/contract.

23. Exclude adjustments or relocation of conflicting utilities, all survey and horizontal curb cuts.

24. Staging area to be furnished by contractor at no additional cost to Artesian Concrete.

25. Exclude all concrete pumping or color additives not specifically line itemed on this proposal/contract.

26. Contractor/Owner to provide accessibility (at no additional charge) to all locations where concrete is to be poured.

27. All test panels, mock-ups and samples to be invoiced at $1500.00 per.

28. Exclude all restoration of landscape, AC, sprinkler systems and telephone lines.

29. Barricades and traffic control is extra and charged in the form of a change order for actual cost +10%.

30. Excludes permits, licenses, bonds, blue stake and sales tax. All SF totals to be adjusted if SF totals exceed amount listed in proposal.

Buyer Signature　　Date of Acceptance　　Artesian Concrete Signature　　Date

J&R Contracting Services, Inc.

16025 W Dale Lane - Surprise, AZ 85387
(623)764-6520 email: jimbo88j3r@gmail.com
ROC LICENSE No. KB-1 295329

PROPOSAL AND ACCEPTANCE
(Contract)

DATE: May 27, 2021

TO: Foresite Design and Construction

ATTN: Mitchell Sullivan

PROJECT: Mountain View Park Improvements

LOCATION: 575 S. Twelve Oaks Blvd. – Chandler, AZ 85226

J&R Contracting Services Inc. hereby proposes to furnish all labor, materials, tools, equipment and supervision to perform the following work on the above project. See the following Scope of Work.

Concrete:

1. **Note 1. 2300 sq. ft. 5" thick gray sidewalk over subgrade prep by others**
2. **Note 8. (1) Mag 206-2 scupper. Place G.C. furnished embeds. Handrail furnished and installed by others**
3. **214 ln. ft. 8" x 8" Concrete header**

The Total Amount for the Above Project is...............	**$24,408.00**
Material Tax..	**$ 952.00**
Twenty-five Thousand Three Hundred Sixty-one Dollars and NO/100—	**$25,361.00**

*****EXCLUDE: Demo, Subgrade prep, Finish grading, Landscape and Irrigation , Embeds**

Alternate: Saw cut, Demo, Haul off 2,123 sq. ft. of sidewalk and 3' of damaged curb (No Excavation included)............ADD $6,842.00

Note: Grades to be +/- 1/10 compacted   CONCRETE MOCK-UP - ADD: $1,553.—

****NOTE: Use of concrete suppliers other than supplier of approved mix designs shall incur additional costs to General Contractor / Owner.*

****NOTE: Vapor barrier is not included unless specifically noted in proposal*

****NOTE: If we cannot dig with a 580 Case Backhoe there will be an additional charge for hard dig.*

****NOTE: DUE TO THE RECENT UNSTABLE MATERIAL & FUEL COSTS, ALL PRICES ARE NEGOTIABLE AFTER FIFTEEN (15) DAYS.*
MINIMUM OF (2) WEEKS NOTICE FOR SCHEDULING.

ANY UNFORESEEN PRICE INCREASE BY FUEL OR MATERIAL SUPPLIERS WILL BE PASSED ON TO THE OWNER / GENERAL CONTRACTOR

(continue on page 2)

DURATIONS:
8" HEADER – 3 DAYS   SCUPPER – 3 DAYS   SIDEWALKS – 3-4 DAYS

Payment for the above work shall be made to **J&R Contracting Services Inc.** upon completion of the work by **J&R Contracting Services Inc.**

All work on the project shall be performed in a workmanlike manner in accordance with the above described plans and specifications, which have been read and initialed or signed by an authorized representative of **J&R Contracting Services Inc.** Any and all changes to the plans and specifications shall be in writing and signed by both parties.

Note on Cracking of Concrete Structures:
Cracking is inherent to the material properties of concrete construction (including post-tension concrete structures). While every effort has been made to minimize the effects of unsightly cracking, the presence of cracks is normal, and unavoidable. The presence of the cracking should not be considered detrimental to the structure, Cracks larger than 10 mils shall be filled and sealed with an approved crack filler to prevent future deterioration. In some cases, cracks do not appear until well after construction has been completed. It is the responsibility of the Owner to maintain the structure properly over the life of the structure.

During the term of this agreement **J&R Contracting Services Inc.** shall maintain Workman's Compensation and Employer's Liability Insurance as required by law, and Public Liability and Property Damage Insurance.

The work on the project shall commence by notification, and **J&R Contracting Services Inc.** shall be allowed to perform on a continuous basis until the work is complete, subject, however, to work stoppage caused by acts of God, strike or other causes beyond the control of **J&R Contracting Services Inc.**, including energy sbortages and unusual material procurement delays.

All sums not paid to **J&R Contracting Services Inc.** when due shall bear interest at the rate of 21% per annum until paid. In the event of non-payment by the Owner of any sums due to the Contractor, the Owner shall also pay all costs and expenses of collections incurred by the Contractor, including reasonable attorney's fees, whether or not suit is commenced.

OTHER PROVISIONS (Indicate "none" if applicable):
Exclusions: Bonds, Permits, Barricades, Demo, Backfill for Other Trades, Import and Export of Soil, Mass Excavation, Mass Backfill, Mass Compaction, Hard dig, Patching (damage caused by other trades), Sealers Hardeners, Sub-grade Prep, Embeds, Landscape Header, Rip Rap, Extruded Curb, Surveying, Sign Installation, and Caulking at Concrete Joints.

(continue on page 3)

BENCHMARK CONSTRUCTION

Concrete • Site Preparation • Drainage

2210 West Buckeye Road, Phoenix, AZ 85009
Phone: (602) 254.1498 Fax: (602) 254.3425
ROC123855A

Proposal and Contract

CUSTOMER NAME / ADDRESS
ForeSite Design & Construction David Holt 1425 N. Mondel Dr. Gilbert, AZ 85233 O:480-820-1345 F:480-820-1305

DATE	PRDPOSAL ND.
6/1/2021	4264 RVSD

PROJECT	ADDRESS
Mountain View Park	575 S Twelve Oaks Blvd

ITEM	DESCRIPTION	QTY	UNIT	COST	TOTAL
1	Demolition and Removal	1	L.S.	13,891.50	13,891.50
	Sawcut sidewalk and existing header curb as shown on provided plans.- Total approximate area 2116 S.F. Remove and Salvage existing irrigation heads - 7 EA Tree removal and grind stump to finished grade - 1 EA				
	Remove top 4" of grass and haul off spoils - 2701 S.F.				
2	Fill and Grade	21	CYD	247.83	5,204.43
	Fill in low spot area and bring it up to grade Total approximate fill 21 CYD				
3	Sidewalk	2,145	S.F.	15.00	32,175.00
	Install sidewalk per Detail 1 LM2.01				
	Total approximate area 5,674 S.F.				
4	Scupper	1	EA	7,800.00	7,800.00
	Install scupper per MAG STD DTL 208 with 2' wide opening				

Price is good for 30 days. Monthly Progress Payments if Necessary. Payment Due Upon Completion.	**TOTAL**

SIGNATURE ____________________

PRINT NAME ____________________

DATE

BENCHMARK CONSTRUCTION
Concrete • Site Preparation • Drainage
2210 West Buckeye Road, Phoenix, AZ 85009
Phona: (602) 254.1498 Fax: (602) 254.3425
ROC123855A

Proposal and Contract

CUSTOMER NAME / ADDRESS
ForaSita Design & Construction David Holt 1425 N. Mondel Dr. Gilbart, AZ 85233 O:480-820-1345 F:480-820-1305

DATE	PRDPOSAL ND.
6/1/2021	4264 RVSD

PROJECT	ADDRESS
Mountain View Park	575 S Twelva Oaks Blvd

ITEM	DESCRIPTION	QTY	UNIT	COST	TOTAL
5	Header Curb 8" x 8"	214	L.F.	55.00	11,770.00
	Install header curb par datall 3 City of Chandler Standard Detail				
	Total approximata length 214 L.F.				
6	Rip Rap	71	S.F.	33.56	2,382.76
	Install rip rap to match existing DG as best as possible. Installed rip rap to be 12" thick D_50 = 6"				
	Total approximata are 71 S.F.				
	Note: Price based upon single move-in. Each additional move-in beyond the first will be back charged 500.00 per occurrence.				
	Exclude: Layout, Survey, Testing Cost, Underground Utilities in Conflict with Scope of Work, Treat and Kill of Existing Turf in Limits, Decomposed Granite, and Sales Tax				
	Combined Sales Tax			3,712.44	3,712.44
Price is good for 30 days. Monthly Progress Payments if Necessery. Payment Due Upon Complation.		**TOTAL**			$76,936.13

Your signature shall indicata your ecceptance and this document shall become a binding contract betwean us. BALANCE DUE UPON COMPLETION. Past due eccounts will ba charged at a rata of 1.5% per month, which ia an annual rate of 18%.

SIGNATURE ______________________

PRINT NAME ______________________

DATE ______________________

FORESITE CONSTRUCTION, INC. - BID TALLY SHEET

PROJECT: **Mountain View Park**
DATE/TIME: **5/10/2021**

TRADES: **Steel**
SPEC. SECT: 5.505

	SUBCONTRACTORS			
Company	**Skyce Steel**			
Contact	Fred Keck			
Phone	602-237-1085			
Mobile				
Have seen ADDENDA?	0	0	0	0
BASE BID:	$4,650			
Acknowledge MAG Standard	incl			
Embeds	incl			
Rail	incl			
Shop Drawings	incl			
Field Install	incl			
Galvanized finish	$650			
Meet project insurance requirements	incl			
Include sales tax	incl			
Long Lead Materials & Duration:				
Shop drawings	5 days			
Railing fabrication	5 days			
Galvanized finish	7 days			
Subtotal	$5,300		$0	$0
Schedule duration:				
Railing installation	1 day			
TOTAL TO CARRY IN BID ROOM				

SKYCE STEEL INC.

May 24, 2021

4320 E. Magnolia St.
Phoenix, AZ. 85034

Phone: 602.237.1085
Fax: 602.237.3332

To: Foresite Design and Construction

Attn: Mitchell Sullivan

Proposal Number: 10278

Project: Mountain View Park upgrades

Project Location: 575 S Twelve Oaks, Chandler AZ

Fabricated and Erected Items (UNO):

(1) MAG standard embed per detail 536-1 (FOB jobsite)

(4) Embeds per MAG detail 206-2

(1) Rail per MAG detail 145

Prime paint only (See ALT ADD for HDG)

Field welding of rails after field dimensions are confirmed.

PRICING:

TOTAL: $4,650.00

Plus, Applicable Sales or Use Tax FOB Jobsite (This Quote Is Valid for 15 days.)

Raw Material Price Increase Clause: At tima of award, upon advance written notice to the above noted general contractor in each instance, SSI shall be antitlad to an adjustment to the unit price for a product by the amount of the increase in Raw Materials cost where any increasa in Raw Material costs increase tha total unit price for the Product by 2% or more. SSI shall provide sufficisnt documentation to support any unit prics adjustment in accordance with this Section.

ALT ADD for hot dipped galvanizing $650.00

STANDARD EXCLUSIONS:

Engineering or engineer stamped shop drawings; Taxes UNO; Bonds; Installation of any embedded item (UNO); Lay out including elevation of eny embed (for other than steel to steel connection); Any fleshings or reglets of any kind; Chain link fencing or getes; Safety cable ramoval or maintenance after SSI job completion; Any penetrations cut in any steel or steel decking (for other trades); Setting of final elevation nut at columns; Dry pack at columns; Simpson products of any kind; Special inspections of any kind; Any abrasives applied or machined in or on access ladder rungs; Aluminum or stainless steel ot any kind (UND); Connection bolts for other trades; Anchor bolts for light polls; Anchor bolts for other trades; Miscelleneous steel items expressed or Implied in plumbing, electrical or mechanical drewings; Bike racks (UNO); Roof hatches; Bilco Products; Unistrut; Installation of any lintel under 300 pounds; Primer or peint on eny item specified to be provided with galvanized finish (primer end finish paint "by others"); Paint other than ona (1) coet shop primer; ANY other work or supplied material not listed above.

JOB SPECIFIC EXCLUSIONS:

Shop drawings

RESPONSIBILITY OF THE CONTRACTOR:

RETAINAGE: 10% retainage will be withheld only until 50% of the work contained herein has been satisfactorily completed. At that time retainage will be reduced to 5%. In addition, 50% of the previously held retention monies will be released to Skyce Steel Inc. within 30 calendar days. Upon substantial completion of the contract, all retainage held to date will be due within 30 calendar days.
PAYMENT: Invoices shall be presented to the contractor every 30 days. From the last day of the invoice's respective month, the invoice will be payable to Skyce Steel Inc. within 30 calendar days. In addition the Arizona prompt pay laws will apply.
DETAILING: Detailing is an integral part of the fabrication process; as such time is of the essence. Upon delivering to the contractor the first round submittal package an invoice will be generated for the presented detailing, this invoice will be payable 30 days from receipt, in full, no retention allowed.

TERMS AND CONDITIONS:

1. AISC Specifications and provisions will apply and prevail
2. All fabrication and erection performed by Skyce Steel Inc. will be carried out with strict adherence to AISC specifications, thirteenth addition.
3. Clear and reasonable access as deemed necessary by AISC standards and SSI will be provided by the contractor in and or around the construction site as required for cranes, equipment or material egress.
4. This estimate is based on a normal 40-hour work week; any acceleration in schedule will result in additional overtime rates.
5. Any changes and/or additions to proposal/contract scope of work will result in written changes orders for said changes, agreed upon by both parties.
6. This proposal (Skyce Steel Inc. proposal number 10278) will be included as an attachment to the contractor's standard form contract, the scope of work, exclusions (standard and site specific), Responsibility of the contractor and the terms of condition sections of this proposal will be included in said contract.

ACCEPTANCE OF PROPOSAL:

Skyce Steel Inc. Representative:	Contractors Representative:
By: ______________________	By: ______________________
Its: ______________________	Its: ______________________
Date: ______________________	Date: ______________________

We wish to thank you for allowing us to quote on this requirement.
We hope we can be of service to you on this and future projects.
Sincerely,

Fred Keck
Skyce Steel Inc.
fred.keck@skycesteel.com

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 **MOUNTAIN VIEW PARK SIDEWALK AND DRAINAGE IMPROVEMENTS**, **PR1808.402** 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 **MOUNTAIN VIEW PARK SIDEWALK AND DRAINAGE IMPROVEMENTS**, **PR1808.402** 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: **MOUNTAIN VIEW PARK SIDEWALK AND DRAINAGE IMPROVEMENTS**
Project No.: **PR1808.402**

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: **MOUNTAIN VIEW PARK SIDEWALK AND DRAINAGE IMPROVEMENTS**
Project No.: **PR1808.402**

(TO BE COMPLETED BY CONTRACTOR)

I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER PROJECT NO. **PR1808.402** 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