

CITY OF CHANDLER
CHANGE ORDER NO. 1
DATE 09/08/2021

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: **Loop 101 and 202 Freeway Waterline Rehabilitation**
Project No.: **WA2008.401**
User Dept.: **Public Works & Utilities Department** NTP Date: **9/7/2021**

TO: **Achen-Gardner Construction, LLC** **550 S. 79th St, Chandler AZ 85226**
(CONTRACTOR) (Address)

Contractor must make the following changes to this contract: (Detail scope change (Exh. A) / cost breakdown (Exh. B), if needed)

OWNER NAME & DATE APPROVAL: **Gregg Capps 9/3/2021**

Changes result in the following revised contract amount and time:

Original contract amount:	\$2,333,877.75
Current contract amount, prior to this Change Order: (incl. previous Change Orders)	\$2,333,877.75
Net change resulting from this Change Order: (if over \$50,000 from contract amount previously approved by Council, Council approval is required)	\$4,277,697.35
Revised contract amount, including this Change Order:	\$6,611,575.10
Last contract amount approved by Council:	\$2,333,877.75
Change Order % of last contract amount approved by Council: (if over 10% of previous contract amount approved by Council, Council approval is required)	83%

Contract time or completion date prior to this Change Order: (incl. previous Change Orders)

180 or _____
Days Date

Net change resulting from this Change Order:

86
Days

Revised contract time OR completion date:

266 or _____
Days Date

SIGNATURE PAGE TO FOLLOW

THE ABOVE IS AGREED TO BY:

Achen-Gardner Construction, LLC
CONTRACTOR


Signature

9-21-2021
Date

Daniel J. Spitza / Vice President
Signer Email Address

For Change Orders of \$50,000 or more, or 10% or more of last contract amount approved by Council:

MAYOR

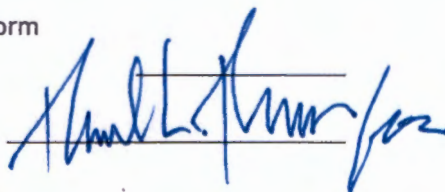
Date

Approved by
Council on: _____
Date

Recommended By:

Approved as to Form
(Initials):

City Attorney by:



Andrew Goh, CIP City
Engineer

Date

Attest: City Clerk:

Date

E-copy: Owner / Project Mgr. / Orig.- City Clerk

THE ABOVE IS AGREED TO BY:

Achen-Gardner Construction, LLC _____
CONTRACTOR Signature Date

Signer Email Address

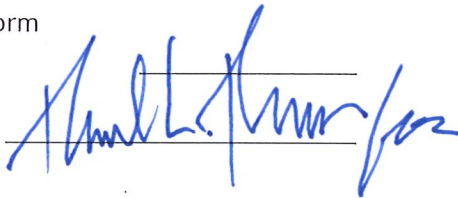
For Change Orders of \$50,000 or more, or 10% or more of last contract amount approved by Council:

MAYOR Date Approved by Council on: _____
Date

Recommended By:

Approved as to Form
(initials):

City Attorney by:



Andrew Goh, CIP City
Engineer

Date

Attest: City Clerk:

Date

E-copy: Owner / Project Mgr. / Orig.- City Clerk

INDEX OF EXHIBITS

AUGUST 30, 2021

CITY OF CHANDLER LOOP 101 AND 202 FREEWAY WATERLINE AND SEWER REHABILITATION

PHASE 2 – GMP PROPOSAL FOR INSTALLATION AND REMEDIATION

PROJECT NO: WA2008.401

Exhibit D1:	Scope of Work
Exhibit D2:	Cost Model Form
Exhibit D3:	Schedule of Values
Exhibit D4:	List of GMP Documents
Exhibit D5:	Clarifications and Assumptions
Exhibit D6:	Subcontractor and Supplier Solicitation Documentation, Award Recommendations and Quotes
Exhibit D7:	Baseline Project Schedule

EXHIBIT D1: SCOPE OF WORK

AUGUST 30, 2021

CITY OF CHANDLER LOOP 101 AND 202 FREEWAY WATERLINE AND SEWER REHABILITATION

PHASE 2 – GMP PROPOSAL FOR INSTALLATION AND REMEDIATION

PROJECT NO: WA2008.401

Phase 2 is for the installation of the long-lead materials already procured and for the remediation of the existing 30-inch potable water pipeline crossing the Loop 202 freeway and the existing 36-inch potable water pipeline that crosses the Price Road (Loop 101) freeway. This Phase 2 GMP also includes the more minor materials related to the construction/implementation of the work.

EXHIBIT D2: COST MODEL FORM

AUGUST 30, 2021

**CITY OF CHANDLER LOOP 101 AND 202 FREEWAY WATERLINE AND SEWER REHABILITATION
PHASE 2 – GMP PROPOSAL FOR INSTALLATION AND REMEDIATION
PROJECT NO: WA2008.401**

EXHIBIT D2			
CM@RISK GMP SUMMARY			
		Date:	30-Aug-21
Project Name:		Loop 101 & 202 Freeway Waterline and Sewer Rehabilitation	
Project Location:		Loop 101 & 202 Interchange	
City of Chandler Project No.:		WA2008.401	
			Amount
A. Cost of Work			
A1 Cost of Work (self-performed, subcontractors, suppliers no mark-up)			\$2,838,918.80
A2 Cost of Work (subcontractors, suppliers, materialmen)			
TOTAL COST OF WORK:			\$2,838,918.80
B. General Conditions			
			\$330,156.40
SUBTOTAL 1 (Cost of Work) (A + B):			\$3,169,075.20
C. CM@Risk's Fee			
			\$285,216.77
SUBTOTAL 2 (A + B + C):			\$3,454,291.97
D. Bonds and Insurance (on Subtotal 1)			
D1 Bonds (Payment and Performance)			\$25,352.60
D2 Insurance			\$61,796.97
TOTAL BONDS & INSURANCE:			\$87,149.57
SUBTOTAL 3 (SUBTOTAL 2 + BONDS & INS):			\$3,541,441.54
E. Sales Tax			
E1 Sales Tax			\$179,551.09
E2 Tax Credits			\$0.00
TOTAL SALES TAX:			\$179,551.09
F. Approved Allowances			
F1 Allowances			\$525,834.58
			\$0.00
TOTAL ALLOWANCES:			\$525,834.58
G. Contingencies			
G1	Construction Contingency		\$30,870.14
G2			\$0.00
TOTAL CONTINGENCIES:			\$30,870.14
TOTAL GMP PROPOSAL:			\$4,277,697.35
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 D3: SCHEDULE OF VALUES

AUGUST 30, 2021

CITY OF CHANDLER LOOP 101 AND 202 FREEWAY WATERLINE AND SEWER REHABILITATION

PHASE 2 – GMP PROPOSAL FOR INSTALLATION AND REMEDIATION

PROJECT NO: WA2008.401

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CITY OF CHANDLER - LOOP 101 AND 202 FREEWAY WATERLINE AND SEWER REHABILITATION CMAR PROJECT					08/30/21
PROJECT NO.: WA2008.401					
PHASE 2 - 90% GMP FOR INSTALLATION AND REMEDIATION					
ACHEN-GARDNER CONSTRUCTION PROJECT NO. 3866102					
EXHIBIT D3 - SCHEDULE OF VALUES 90% GMP					
ACHEN-GARDNER CONSTRUCTION, LLC					
550 S. 79th STREET					
CHANDLER, AZ 85226					
				DESIGN DOCUMENT STAGE: 90% WILSON	
PAY ITEM	DESCRIPTION	UM	QUANTITY	UNIT PRICE	TOTAL
1	MOBILIZATION/DEMOBILIZATION	LS	1.0	\$ 139,461.56	\$ 139,461.56
2	SURVEY	LS	1.0	\$ 4,413.77	\$ 4,413.77
3	INSTALL 36-INCH WATER SYSTEM PIPING & FITTINGS	LF	1,172.0	\$ 749.34	\$ 878,226.48
4	INSTALL 30-INCH WATER SYSTEM PIPING & FITTINGS	LF	1,855.0	\$ 825.92	\$ 1,532,081.60
5	INSTALL 24-INCH AND SMALLER WATER PIPE & FITTINGS	LF	49.0	\$ 140.81	\$ 6,899.69
6	INSTALL CASING VENT PIPE	EA	2.0	\$ 554.33	\$ 1,108.66
7	INSTALL NEW 36-INCH GATE VALVES	EA	1.0	\$ 2,142.18	\$ 2,142.18
8	INSTALL NEW 30-INCH GATE VALVES	EA	2.0	\$ 2,262.54	\$ 4,525.08
9	INSTALL NEW 24-INCH GATE VALVES	EA	0.0	\$ 2,262.53	\$ -
10	INSTALL NEW 12-INCH GATE VALVES	EA	2.0	\$ 501.63	\$ 1,003.26
11	INSTALL NEW 6-INCH GATE VALVES	EA	1.0	\$ 503.31	\$ 503.31
12	INSTALL PRECAST CONCRETE VAULTS	EA	9.0	\$ 14,256.11	\$ 128,304.99
13	INSTALL 4-INCH AIR/VACUUM RELEASE VALVES	EA	4.0	\$ 6,916.31	\$ 27,665.24
14	REMOVE/SALVAGE EXISTING FIRE HYDRANT	EA	2.0	\$ 1,026.14	\$ 2,052.28
15	INSTALL FIRE HYDRANT ASSEMBLIES	EA	2.0	\$ 6,460.10	\$ 12,920.20
16	INSTALL VALVE BOX & COVER	EA	21.0	\$ 591.71	\$ 12,425.91
17	GIS DOCUMENTATION	LS	1.0	\$ 2,175.00	\$ 2,175.00
18	ABANDON/PLUG/GROUT FILL EXISTING 30-INCH WL	LF	108.0	\$ 172.70	\$ 18,651.60
19	REMOVE/REPLACE 36-INCH GATE VALVE & ADD VAULT	LS	1.0	\$ 64,357.99	\$ 64,357.99
SUBTOTAL - DIRECT COST OF THE WORK (A1)					\$ 2,838,918.80

20	GENERAL CONDITIONS (B)	MO	7.0	\$ 47,165.20	\$ 330,156.40
	RUNNING TOTAL NO. 1 - DIRECT COST OF THE WORK INCLUDING GCs				\$ 3,169,075.20
10100	OVERHEAD AND FEE (7.5% OH, 1.5% FEE)		9.00%		\$ 285,216.77
	SUBTOTAL - OVERHEAD AND FEE				\$ 285,216.77
	RUNNING TOTAL NO. 2 - DIRECT COST OF THE WORK + OH & FEE				\$ 3,454,291.97
10200	INSURANCE (INCL. BUILDERS RISK & POLLUTION LIABILITY) (D2)		1.95%	(Calc on RT #1)	\$ 61,796.97
10300	BONDS (PAYMENT & PERFORMANCE) (D1)		0.80%	(Calc on RT #1)	\$ 25,352.60
	SUBTOTAL - INSURANCE AND BONDS				\$ 87,149.57
	RUNNING TOTAL NO. 3 - DIRECT COST OF THE WORK + OH & FEE + INS & BOND				\$ 3,541,441.54
10400	SALES TAXES (5.07% or 7.215% of 65% of Running Total No. 3 (E1)		5.070%		\$ 179,551.09
10450	ESTIMATED SALES TAX CREDIT (ALLOWANCE)(E2)				
	SUBTOTAL - SALES TAXES				\$ 179,551.09
	RUNNING TOTAL NO. 4 - DIRECT COST OF THE WORK, + OH & FEE + INS & BOND + SALES TAXES)				\$ 3,720,992.63
21	ALLOWANCES (F1)	AL	1.0	\$ 525,834.58	\$ 525,834.58
22	CONSTRUCTION CONTINGENCY (G1)	AL	1.0	\$ 30,870.14	\$ 30,870.14
	SUBTOTAL - ALLOWANCES AND CONTINGENCY (INCL MUs)				\$ 556,704.72
	TOTAL GMP PROPOSAL				\$ 4,277,697.35

CITY OF CHANDLER - LOOP 101 AND 202 FREEWAY WATERLINE AND SEWER REHABILITATION CMAR F					08/30/21
PROJECT NO.: WA2008.401					
PHASE 2 - 90% GMP FOR INSTALLATION AND REMEDIATION					
ACHEN-GARDNER CONSTRUCTION PROJECT NO. 3866102					
PAY ITEM 20 - GENERAL CONDITIONS DETAIL					
ACHEN-GARDNER CONSTRUCTION, LLC					
550 S. 79th STREET					
CHANDLER, AZ 85226					DESIGN DOCUMENT STAGE: 90%
					WILSON
PAY ITEM	DESCRIPTION	QUANTITY	UM	UNIT PRICE	TOTAL
20.1	PROJECT SUPERINTENDENT (JACOB GAMBOA)(ASSISTANT SUPERINTENDENTS AS NEEDED TBD BASED ON AVAILABILITY)	1,232.00	HR	107.90	132,932.80
20.2	PROJECT MANAGER (CHRISTIE HALL)	616.00	HR	107.90	66,466.40
20.3	PROJECT ENGINEER (CASEY PEERY)	1,232.00	HR	85.85	105,767.20
20.4	ICE AND WATER	7.00	MO	220.00	1,540.00
20.5	BUY CONSTRUCTION WATER	7.00	MO	3,350.00	23,450.00
	GENERAL CONDITIONS (DIRECT COSTS)				330,156.40
20	MONTHLY GENERAL CONDITIONS	7	MO	47,165.20	
NOTE	See Main Schedule of Values Pay Item 20 for GCs				

CITY OF CHANDLER - LOOP 101 AND 202 FREEWAY WATERLINE AND SEWER REHABILITATION CMAR PROJECT PROJECT NO.: WA2008.401					08/30/21
PHASE 2 - 90% GMP FOR INSTALLATION AND REMEDIATION ACHEN-GARDNER CONSTRUCTION PROJECT NO. 3866102					
PAY ITEM 21 - SCHEDULE OF ALLOWANCES					
ACHEN-GARDNER CONSTRUCTION, LLC 550 S. 79th STREET CHANDLER, AZ 85226					
					DESIGN DOCUMENT STAGE: 90% WILSON
PAY ITEM	DESCRIPTION	UM	QUANTITY	UNIT PRICE	TOTAL
21.1	LANDSCAPING RESTORATION	AL	1.0	\$ 86,000.00	\$ 86,000.00
21.2	TRAFFIC CONTROL	AL	1.0	\$ 20,320.00	\$ 20,320.00
21.3	SWPPP	AL	1.0	\$ 29,520.00	\$ 29,520.00
21.4	OFF-DUTY OFFICER (ALLOWANCE)	HR	40.0	\$ 100.00	\$ 4,000.00
21.5	REMOVE/REPLACE ADOT CONCRETE CULVERT	AL	1.0	\$ 15,000.00	\$ 15,000.00
21.6	REMOVE/REPLACE CHAIN LINK FENCE	AL	1.0	\$ 6,000.00	\$ 6,000.00
21.7	REMOVE & REPLACE EXISTING MASONRY WALL (MAK EQUIPMENT)	AL	1.0	\$ 30,000.00	\$ 30,000.00
21.8	PRIVATE PROPERTY ACCESS / RIGHT OF ENTRY AGREEMENT (MAK EQUIPMENT)	AL	1.0	\$ 50,000.00	\$ 50,000.00
21.9	PROTECT EXISTING UTILITY	AL	1.0	\$ 45,000.00	\$ 45,000.00
21.10	PRE-SURVEY CASING	AL	1.0	\$ 25,000.00	\$ 25,000.00
21.11	REMOVE EXISTING ENCASEMENT IF PRESENT AROUND THE SEWER	AL	1.0	\$ 12,000.00	\$ 12,000.00
21.12	REPLACE VALVE SEALS	AL	1.0	\$ 75,000.00	\$ 75,000.00
21.13	90% TO FINAL DESIGN REVISIONS	AL	1.0	\$ 50,000.00	\$ 50,000.00
SUBTOTAL - DIRECT COST OF THE ALLOWANCES					\$ 447,840.00
10100	OVERHEAD AND FEE (7.5% OH, 1.5% FEE)		9.00%		\$ 40,305.60
SUBTOTAL - OVERHEAD AND FEE ©					\$ 40,305.60
RUNNING TOTAL NO. 1 - DIRECT COST + OH & FEE					\$ 488,145.60
10200	INSURANCE (INCL. BUILDERS RISK & POLLUTION LIABILITY)		1.95%	(Calc on RT #1)	\$ 8,732.88
10300	BONDS (PAYMENT & PERFORMANCE)		0.80%	(Calc on RT #1)	\$ 3,582.72
SUBTOTAL - INSURANCE AND BONDS					\$ 12,315.60
RUNNING TOTAL NO. 2 - DIRECT COST + OH & FEE + INS & BOND					\$ 500,461.20
10400	SALES TAXES (5.07% or 7.215% of 65% of Running Total No. 3		5.070%		\$ 25,373.38
10450	ESTIMATED SALES TAX CREDIT (ALLOWANCE)				
SUBTOTAL - SALES TAXES					\$ 25,373.38
TOTAL ALLOWANCES (SEE MAIN SCHEDULE OF VALUES PAY ITEM 21)					\$ 525,834.58
NOTE	ALLOWANCES ARE ESTIMATES				

EXHIBIT D4: LIST OF GMP DOCUMENTS

AUGUST 30, 2021

**CITY OF CHANDLER LOOP 101 AND 202 FREEWAY WATERLINE AND SEWER REHABILITATION
PHASE 2 – GMP PROPOSAL FOR INSTALLATION AND REMEDIATION
PROJECT NO: WA2008.401**

- Wilson Engineers Loop 101 and 202 Freeway Waterline Rehabilitation 90% plan set, Project No. WA2008-201 dated July 2021.
- Wilson Engineers Geotechnical Evaluation, Loop 101 and 202 Waterline and Sewer Rehabilitation Chandler, AZ dated March 25, 2021, Project 606554001.
- Wilson Engineers Technical Specifications final Submittal for City of Chandler Loop 101 and 202 Freeway Waterline Rehabilitation, City Project No. WA2008-201, dated July 2021.
- Executed Pre-construction Services Contract with Achen-Gardner Construction, LLC and the City of Chandler for the Loop 101 and 202 Freeway Waterline and Sewer Rehabilitation CMAR Project; City of Chandler Project No. WA2008.251.

EXHIBIT D5: CLARIFICATIONS AND ASSUMPTIONS

AUGUST 30, 2021

**CITY OF CHANDLER LOOP 101 AND 202 FREEWAY WATERLINE AND SEWER REHABILITATION
PHASE 2 – GMP PROPOSAL FOR INSTALLATION AND REMEDIATION
PROJECT NO: WA2008.401**

Page 1 of 2

NOTE: This GMP is based on the following clarifications and assumptions.

1. *Fee Exclusions:* GMP excludes all costs associated with City and/or ADOT permit and plan review fees, Quality Assurance (QA) (i.e. City/ADOT inspection and testing) costs, impact fees, and utility company fees, water meters/meter installations except for construction water, and/or any other fees not specifically identified herein.
2. *Unit Price Contract Administration:* This GMP will be administered as a Measured Quantity/Unit Price, Guaranteed Not-to-Exceed Contract. The Schedules of Values (Re: Exhibit D2) is defined by the individual work/pay items plus fee structure, and markups (re: Exhibit D2, Items 10100 through 10400). Final contract price/payout will be based on field measured, final completed quantities at the approved unit prices, approved allowance and/or contingency utilization, and approved change orders. It is understood that these City approved prices including mark-ups are the "Cost of the Work". The mark-up structure on the Schedule of Values (Exhibit D2) will apply to Change Orders and/or Extra Work, allowances, and contingencies. Pay Item under-runs and/or unused items shall fall to Owner's Allowance for the duration of the project. Quantity over-runs shall be paid at the unit price established in the Schedule of Values for the pay item and shall be paid from Owner's Allowance or Change Orders.
3. As requested by the City, the 36-inch water line is the priority and construction will start on this segment first allowing us to place this segment back in service first. Work on the 30-inch water line will start concurrently, but completion and placement of this segment back in service will occur following the 36-inch water line.
4. *Aerial Construction Photography:* Achen-Gardner shall provide a pre-construction video/photographs and progress photographs/videos periodically. Aerial videos shall only be provided if FAA and local approval is provided to fly a drone camera. Drone videos if allowed, shall be standard drone footage and not per the specifications in Section 4.2.7.1 and 4.2.7.2.
5. *Mobilization/Demobilization* – includes the following monthly items as defined in the Specifications: the field office fencing, work area fencing for three work sites, field offices, temporary utilities, material testing, and toilets for the seven-month project duration. Therefore, the Mobilization/Demobilization Pay Item shall be invoiced monthly based on the seven (7) month project duration.
6. *Utility Relocations / Unknown Buried Conflicts:* This GMP excludes all costs associated with removing, replacing and/or relocating any existing buried or overhead dry utilities and/or unknown buried conflicts.
7. *Casing Inspection and Remediation:* This Proposal excludes any type of structural evaluation and/or remediation of the casing with the exception of cleaning out the existing decaying skids and loose debris. Achen-Gardner will visually inspect the case upon removal of the existing pipe and cleaning out the debris.
8. *Final, For-construction Plans and Technical Provisions:* Funds required for revisions made between the 90% and final design documents shall come from Owners Allowance.
9. *Pre-survey Casing Allowance:* This item shall provide for a visual survey utilizing a pipe laser to confirm uniformity of the invert of the existing casings. This Proposal excludes any type of structural remediation of the casing including costs to repair or revise the casing.

10. Valve Seals Allowance: Lead time for seals would require immediate purchase in order to have them available (on-hand) at the time the work is being performed and in the event they may be needed.

11. Agency Review Plan Set – AGC Comments/Wilson Responses:

- In regards to Construction Note 3 on Sheet C-6, should this be listed at a 30-inch gate valve on not a 36-inch gate valve? There is a reducer shown on the plans prior to entering the vault. Also, this valve is listed as a 30-inch valve on the 60% design plans. **Yes, Keynote 3 on Sheet C-6 is a 30-inch valve. The note will be updated. There is a reducer 30"x36" prior to entering the vault.**
- In regards to Construction Note 17 on Sheet C-6, is the 48-inch sanitary sewer already encased or are we to encase the sewer pipe during construction. **Achen to field verify if encasement is present for the sewer line, As-built do not show any encasement. As per the as-builts the separation between the 48-inch sewer and the new 36-inch DIP is 4 feet which meets MAG requirement of vertical minimum separation of 2 feet. However, if during construction we find that the separation is less than the 2-ft (because we did not pothole and are using manhole invert data) there may be a need to encase during construction per MAG section 610 and detail 404. We would recommend to carry this cost as an allowance item. There is a 12-inch forcemain on the same sheet C-6 next to 48" sewer which does not meet the MAG requirements. The design plan shows encasement of both 36-inch DIP waterline and 12-inch forcemain in this area.**
- In regards to Construction Note 4 on Sheet C-10, will a valve box and cover be required for the 2-inch saddle connection? **There is an existing 2-inch ball valve and a gate valve on the existing copper line. If we replace the valves during construction while connecting the line we should provide the valve box and cover or reuse existing. (See as-built attached)**
- In regards to Specification Section 01025 Measurement and Payment, Part 3 Execution, A.6 Restrained Pipe Cap and Flushing Pipe, I thought we had discussed removing this item as it does not pertain to materials permanently installed on the project. Was this item intended to be for the casing vent pipes? Please provide clarification and advise on how to proceed. **This discussion might have happened between the City and Achen. Wilson will reach out to the City to clarify if the Restrained Pipe Cap and Flushing Pipe shall be removed from the Measurement and Payment specification.**
- What is the warranty expectation regarding the relocated valves on this project? **Wilson needs to discuss this with the City. We would recommend to carry a cost to replace seals or fix if they do not hold water. We assume since they are new they are in pretty good condition. I would assume the warranty is expired after 12-months and can not be extended.**
- In regards to Construction Note 15 on Sheet C-10, is the 12-inch forcemain already encased or are we to encase the forcemain during construction. **See comment 2 above. Based on pothole information received from Achen the 12-inch forcemain barely meets the 2 feet vertical minimum separation from new 30-inch DIP as required by MAG. The sewer and water line needs encasement per MAG section 610 and detail 404.**

EXHIBIT D6: SUBCONTRACTOR AND SUPPLIER SOLICITATION DOCUMENTATION, AWARD RECOMMENDATIONS, AND QUOTES

AUGUST 30, 2021

CITY OF CHANDLER LOOP 101 AND 202 FREEWAY WATERLINE AND SEWER REHABILITATION PHASE 2 – GMP PROPOSAL FOR INSTALLATION AND REMEDIATION PROJECT NO: WA2008.401

See following subcontractor and supplier award recommendations spreadsheet with quotes.

- 1) This Proposal is based on recommended awarded subcontractor and supplier resource values and related proposals/quote clarifications, inclusions, exclusions, escalation clauses, and qualifications. **These proposals/quotes follow this summary sheet.**
- 2) This summary reflects competitive bids with a specific scope/Schedule of Values provided to all subcontractors and suppliers at the time of solicitation. Actual quantities and extended totals reflected in the SOV may be different based on final quantity and cost adjustments due to ongoing revisions.

SCOPE OF WORK / MATERIAL	SUBCONTRACTOR/SUPPLIER NAME	BID (B) NO BID	BID AMOUNT	SELECTION NOTES	RECOMMENDATION
Adjustments	Spear Construction Co., LLC	B	\$ 2,925.00	Lowest qualified bidder	Recommended
Adjustments	Arizona Road Specialties	B	\$ 4,500.00		
Adjustments	On It Construction	NB			
Adjustments	Specialty Companies Group	NB			
Disinfection	Statewide Disinfection	B	\$ 3,057.00	Qualifications based; limited companies. Quality Service	Recommended
Drilling	Keller North	B	\$ 51,000.00	Only qualified bidder	
Drilling	Basic Drilling Co.	NB			Recommended
Drilling	Hark Drilling Inc.	NB			
Grout	Action Pump	B	\$ 2,550.00	Lowest qualified bidder	Recommended
Grout	Cell-Crete Corp	B	\$ 12,300.00		
Painting/Coating	PPS Coatings	B	\$ 20,553.00	Lowest qualified bidder	Recommended
Painting/Coating	A-O Painting, Inc.	B	\$ 37,095.00		
Painting/Coating	Murphy Industries	B	\$ 54,700.00		
Redi Mix	Arizona Metro Materials	B	\$ 209,672.00	Lowest qualified bidder	Recommended
Redi Mix	Hanson Cement Group	B	\$ 216,411.00		
Redi Mix	CalPortland	B	\$ 239,684.00		
Redi Mix	Diamondback Materials	NB			Project site too far
Sawcutting	Blade Runners	B		Lowest qualified bidder;	Recommended
Sawcutting	All Cut	NB		however, multiple sawcutters will	Recommended
Sawcutting	Modern Concrete Cutting	NB		be utilized based on availability.	Does not core
Survey	EPS Group	B	\$ 5,340.00	Utilized for potholing during pre-construction. Pre-qualified for construction.	Recommended
Welding	Sonoran Sales	B	\$ 27,695.00	Very specialized; limited bidders	Recommended
Welding	Professional Piping Systems (PPS)	NB			

Quote Analysis Report

Achen-Gardner Construction, LLC 5 Andy Mortensen
 3866100A CHANDLER LOOP 101/202 WTRLN REHAB GMP

Page 1 of 1
 8/26/21 3:30 PM

ADJUST ADJUSTMENT SUB

Vendor Code						SPEARCONSTRU		ARIZONAROADS	
Vendor Name						Spear Constructi		Arizona Road Spec	
Vendor Phone						6233628400		4805580331	
Bid	Activity	Resource	Desc	Quan	Unit	Unit Price		Unit Price	
16000	3021010	4ADJ	SUB VALVE BOX ADJUSTMENT	9.00	EA	325.0000		500.0000	
Quoted Amount						2,925		4,500	
Plugged Amount						0		0	
Bond						0		0	
Mobilization						0		0	
% Adjustment						0		0	
\$ Adjustment						0		0	
Total Adjustment						0		0	
Totals						2,925		4,500	
Diff From Plug						2,925		4,500	
Total Minority						0		0	

On It Construction - No Bid
 Specialty Companies Group - No Bid

A 'P' beside a price indicates a plug price.
 Green background indicates that the vendor is selected.

June 23, 2021

ROC 219435

PO Box 10506

kellylewis@speararizona.com

PRICING GOOD FOR 1 YR

FAX 623-362-8406

Chandler Loop 101/202 Freeway Waterline Rehab					
CHANDLER, AZ					
ITEM NO	DESCRIPTION	UNITS	QUANTITY	BID PRICE/PER UNIT	BID AMOUNT FOR ITEM
	Adjust Water Valve frame and Covers MAG Det 270	EA	7	\$ 275.00	\$ 1,925.00
	Short Pour Concrete Charge	EA	1	\$ 350.00	\$ 350.00
	Total Construction Estimate				\$ 2,275.00

Minimum Jobsite Call Charge \$950

I added the short pour concrete charge to the unit price $\$2,275.00 / 7 \text{ EA} = \325.00 EA

ADDITIONAL COST

Additional Cost FOR Concrete Removal on Prelowe

EACH \$ 50.00

EXCLUSIONS

Testing, Permits (U.N.O.), Sales Tax, Bonds, Retention, and Traffic Control

Prevailing wages, NIGHT and WEEKEND MOBILIZATIONS, Hardware

Adjustments in Concrete, landscape and Paver areas (unless noted otherwise)

Core drill or removal and replacement for items in asphalt or concrete

OFFSITE SIGNAGE

Unit Price Bid



3175 W Houston Ave
 Apache Junction, Az 85120
 PHONE: 480-558-0331
 FAX: 480-558-0328

Estimate

Date	Estimate #
6/17/2021	2118

Name / Address
ACHEN GARDNER CONSTRUCTION LLC 550 SOUTH 79 TH ST CHANDLER, AZ 85226-4706

			Project
Description	Qty	Cost	Total
PROJECT: CHANDLER LOOP 101/202 FREEWAY WATERLINE REHAB PROJECT LOCATION: CITY OF CHANDLER WATER VALVE TYPE C ADJUSTMENT PER MAG 391-1 EXCLUDES DAVIS BACON WAGES ONE MOBILIZATION PRICE VALID THROUGH APRIL 2022	7	500.00	3,500.00
EXCLUDES: PERMITS, TAX, BONDS, TRAFFIC CONTROL, HARDWARE, NIGHTS & WEEKENDS, PRICE GOOD FOR 3 MONTHS		Subtotal	\$3,500.00
Accepted By (Signature): Print Name: Date:		Sales Tax (0.0%)	\$0.00
		Total	\$3,500.00

Quote Analysis Report

Achen-Gardner Construction, LLC 5
3866100A

Andy Mortensen
CHANDLER LOOP 101/202 WTRLN REHAB GMP

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DISINFECT DISINFECT

Vendor Code							STATEWIDEDIS	
Vendor Name							Statewide Disin	
Vendor Phone							4809818859	
Bid	Activity	Resource	Desc	Quan	Unit	Plug Price	Unit Price	
3000	3021320	4DISINFECT	SUB DISINFECT 36" DIP WATE	1,172.00	LF	0.0000	1.0000	
4000	3021320	4DISINFECT	SUB DISINFECT 30" DIP WATE	1,885.00	LF	0.0000	1.0000	
Quoted Amount							3,057	
Plugged Amount							0	
Bond							0	
Mobilization							0	
% Adjustment							0	
\$ Adjustment							0	
Total Adjustment							0	
Totals						0	3,057	
Diff From Plug							3,057	
Total Minority							0	

Specialty Sub - Limited Companies That Perform This Work

A 'P' beside a price indicates a plug price.
Green background indicates that the vendor is selected.



Statewide Disinfection Service, Inc.
PO Box 20555
Mesa, AZ 85277-0555
+1 4809818859
www.statewidedisinfectionservice.net

ADDRESS

Achen Gardner Construction
550 South 79th Street
Chandler, AZ 85226-4706

Estimate 2107

DATE 06/15/2021

P.O. NUMBER
480 403 9452

ORDERED BY
Audy Mortensen

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Disinfection Per Foot for the Chandler Loop 101 / 202 Freeway Waterline. 1172 foot of 36 inch DIP and 1822 foot of 30 inch DIP .	2,994	1.00	2,994.00

Thank You

Jim

TOTAL \$2,994.00

Accepted By

Accepted Date

Licensed - Insured - Bonded
ROC 254901 Plumbing ROC 202634 Disinfection AWWA standards
Physical address: 344 S Hawes Rd. Mesa, AZ 85208

This estimate/invoice is subject to change from initial scope of work if actual measurements, standby time or other factors beyond the control of Statewide Disinfection Services and may be adjusted at final invoice.
Estimate pricing expires in 30 days

Quote Analysis Report

Achen-Gardner Construction, LLC 5 Andy Mortensen
 3866100A CHANDLER LOOP 101/202 WTRLN REHAB GMP

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DRILL DRILL

Vendor Code							KELLERNORTH A	
Vendor Name							Keller North A	
Vendor Phone							4805696000	
Bid	Activity	Resource	Desc	Quan	Unit	Plug Price	Unit Price	
1000	2102110	4DRILLMOB	SUBCONTRACTOR MOBILIZA	1.00	EA	0.0000	11,000.0000	
1000	2102110	4DRILLSITE	SUBCONTRACTOR MOBILIZA	1.00	EA	0.0000	9,000.0000	
40000	3021110	4DRILLRAIL	SUB DRILL FOR SLIDE RAIL P	5.00	DY	0.0000	6,200.0000	
Quoted Amount							51,000	
Plugged Amount							0	
Bond							0	
Mobilization							0	
% Adjustment							0	
\$ Adjustment							0	
Total Adjustment							0	
Totals						0	51,000	
Diff From Plug							51,000	
Total Minority							0	

Basic Drilling Co - No Bid
 Hark Drilling Inc.- No Bid

Andy Mortensen

From: Martinez, Pedro <Pedro.Martinez@keller-na.com>
Sent: June-24-21 12:41 PM
To: Andy Mortensen
Subject: Loop 101 & 202 Drilling Only
Attachments: Chandler Loop 101 and 202 Freeway Waterline Rehab - Drilling Only - Keller North America.pdf

Good Afternoon Andy,

Please see the attached quotation for the Loop 101 & 202.

We would anticipate we could drill the two areas in approximate 5 days. The duration of the drilling is directly linked to the soil conditions. If the soil conditions are different than the anticipated (boring logs B-1 to B-4) or any obstructions are encountered, it could delay our drilling duration. We didn't include a 12K forklift to unload and upload our equipment from haul trucks. We need that support from your end.

Thanks,

Pedro Martinez - Project Engineer
Keller – North America
4050 E. Cotton Center Blvd. Suite 10 Phoenix, AZ 85040
t: 813-431-0733
e: pedro.martinez@keller-na.com



keller-na.com | [LinkedIn](#)



June 24, 2021
Keller OP0009845

Anchen-Gardner Construction
550 South 79th
Chandler, AZ 85226

Attention: Andy Mortensen – amortensen@achen.com

Subject: Chandler Loop 101/202 Freeway Waterline Rehab – *Drilling Only Shafts*
Loop 101 and 202
Chandler, AZ
Drilling Only Shafts - Budgetary Quotation

Keller North America, Inc. (Keller) is pleased to offer this budgetary quotation to provide only the drilling operation of the shafts at the above referenced site. This budgetary quotation includes our scope of work, assumptions, estimated schedule, pricing, and our General Terms and Conditions which would become part of any contract between us.

HAYWARD BAKER INC. & CASE FOUNDATION ARE NOW KELLER

As of January 1, 2020, North America Keller companies Bencor, Case Atlantic, Case Foundation, Hayward Baker, HJ Foundation, Keller Canada, McKinney Drilling and Moretrench have joined together and rebranded to Keller. Keller is the world's largest independent ground engineering specialist, providing technically advanced and cost-effective foundation solutions to the construction industry. With annual revenues of around \$2.4 billion, Keller has approximately 10,000 staff worldwide, is capable of offering full Design-Build or Design-Bid-Build services for any geotechnical construction application and has a bonding capacity for single projects up to \$100 million. Keller has an excellent safety record and is committed to executing every project safely and efficiently.

PROJECT UNDERSTANDING

This budgetary quotation is based on the following:

- *Drilled Shaft Location Map (diameter, depths & quantities) sent by email on June 14, 2021.*
- *Clarification of the scope of work sent my email on June 23, 2021.*
- *Geotechnical Report by Ninyo & Moore dated March 21, 2021.*

Keller North America, Inc.
4050 E. Cotton Center Blvd. Suite 10
Phoenix AZ, 85040



t: 480-569-6000
f: 480-569-6009

SCOPE OF WORK

Keller will provide personnel and equipment to drill eight (8) shafts (2.5' x 32') EA from approximately existing grade elevation or as mutually agreed.

BUDGETARY QUOTATION

Single Rig

<i>Mobilization</i>	<i>(EA)</i>	<i>\$11,000.00</i>
<i>Drilling Operation</i>	<i>(Daily Rate)</i>	<i>\$ 6,200.00</i>
<i>Onsite Mobilization</i>	<i>(EA)</i>	<i>\$ 9,000.00</i>

SCHEDULING CONSIDERATIONS

Drilling Operations

Keller estimates that the *drilling operation will be working 10 hours per day, Monday through Friday*. The project schedule and sequencing must be mutually agreed upon. Based upon the information provided to Keller we understand the work is to start approximate November 2021. The project schedule and sequencing must be mutually agreed upon.

SCOPE ASSUMPTIONS AND CLARIFICATIONS

Drilling Operations

Keller's budgetary quotation is based upon the following assumptions and clarifications:

1. All work can be completed in a single mobilization without delay in continuous fashion. Any delays beyond the control of Keller, including delays due to site access, out of sequence moves, lack of site preparation, or obstructions, would be billed at the daily rate.
2. This budgetary quotation is based on working hours and schedule as described above. Any additional premium time portion of overtime work required will be charged as extra work and will include audited overhead and profit.
3. Today's best quoted material and fuel prices. The price at the time of delivery of material and fuel may be higher and any price escalation that occurs will be paid by others;
4. Site access:
 - a. Drilled shaft excavation will be performed from the design top of shaft elevation.
 - b. A minimum clearance of 72-inches must be provided from center of drilled shaft to any existing lateral obstruction.
 - c. Work platform shall be a minimum of 60ft. x 100ft. extending a minimum of 10-feet beyond drilled shaft. Unlimited headroom in the work area unless noted otherwise in this budgetary quotation.
5. Where noted above, we anticipate "dry-hole" drilling conditions in every shaft location. Our budgetary quotation excludes any shaft stabilization, including "wet-hole" (polymer) techniques and casing.

6. The work covered by this budgetary quotation may, by its nature, cause some unavoidable earth movement that could damage surrounding utilities, pavement or structures. Because any such movement and consequent damage is inherent in the nature of the work, Keller cannot be liable for or indemnify against any unavoidable earth movement and its results. Keller will only accept responsibility for earth movement caused by its negligence, or failure to follow generally accepted procedures of the industry.
7. The access for the equipment to the work area must be clear and uninterrupted.
8. Keller will drill 30" diameter shafts at all locations (area 1 & area 2).
9. Keller will not be responsible for any beam installation.

***If these are modified in any way, our budgetary quotation may require modification.**

SCOPE EXCLUSIONS

In addition to the items listed Section A of our General Terms and Conditions, Keller's scope of work specifically excludes the following items. Work by "others" shall be performed at no cost to Keller.

1. Safe and suitable access for all equipment, material deliveries, and trucking moving under their own power to and from the work area. Access shall include furnishing and maintaining a dry, level, stable working platform at all shaft locations for a conventional track drill rig and all support equipment, including all adequate ramps, temporary roads and stabilization of sub-grades, structures, and utilities, and protection of existing improvements as required. The use of steel sheets or crane mats is specifically excluded and will be charged as extra work if required. Keller has not included any cost or design measures to improve subgrade conditions related to access.
2. Daily maintenance of the working pad will be required to remove spoils material and restore working grades. This shall be provided by others without interfering with Keller's progression of work and at no cost to Keller.
3. Furnishing and placing 2-sack grout to control caving and sloughing in shaft excavations, as required.
4. **One forklift to unload and upload Keller equipment from haul trucks will be provided by others.**
5. Dewatering and control of ground and surface water on site of any kind so that our work can be carried out in the dry.
6. Site access to allow for daily material deliveries with no backing required.
7. Provision of unlimited headroom within the work area.
8. An area shall be provided on site, adjacent to Keller's work, for its equipment, storage yard, workshop and site office(s). A 100 ft. x 200 ft. staging area for Keller material and equipment must be provided near the work area without crossing roads or railroad tracks.
9. Location, removal, relocation, protection and monitoring of any existing utilities, either above or below ground that may interfere with the installation of our work. Any overhead powerlines closer than the limits as defined by OSHA are expected to be deenergized, protected, or removed to allow for the safe installation of work unless otherwise noted in this budgetary quotation.
10. Vibration, noise and settlement monitoring.
11. Dust Control will be provided by others.
12. Protection/restoration of all nearby structures, surfaces, hardscapes, etc., including any grading or patching.
13. Layout and as-built drawings, elevation stakes, cut staking, center staking and offsets prior to and during drilling for each pile must be provided by others and continuously maintained. All grade stakes to include "cut to top of steel" and "cut to top of concrete" elevation information.

14. Continuous removal and disposal of all materials, including spoils, groundwater, drilling fluids (including holding tank littance) generated by the drilling operation. Spoils from shafts will be managed by others.
15. Any work or costs as they pertain to encountering, handling, removing or disposing of contaminated soils.
16. Any SWPPPs, BMPs, TESC, etc.
17. The removal of and costs due to obstructions such as, but not limited to, concrete, timber, wire, steel, masonry, pipelines, cobbles and boulders, etc. which interfere with the drilling operation of our work.
18. Permits (except for trucking permits), fees, taxes, and bonds. Any Public Way Work License must be obtained and paid for by others. Keller can provide bonding at a cost of \$4/\$1000.
19. Costs associated with project specific accounting/billing software.
20. Liquidated damages, delay damages or other time related penalties arising from the work.
21. On-site sanitary facilities for the use of Keller employees.
22. Furnishing of concrete and reinforcement cages will be provided and installed by others.
23. Shaft stabilization with steel casing, unless otherwise noted in this budgetary quotation.
24. Hole covering (not plywood) and protection.
25. Payment for materials ordered and stored on-site or off-site must be made within 30 days from supplier invoicing. Any storage fees incurred by Keller will be paid for by others. Keller will not provide insurance for stored materials. If insurance is required on the stored materials it will be provided for an additional cost paid for by others.
26. Furnishing and maintenance of trash bins/ dumpsters
27. All MSHW requirements.
28. Any work not specifically included.

SUMMARY

We thank you for the opportunity to submit this budgetary quotation and look forward to working with you on this project. We trust that our extensive experience drilling and installing *Drilled Shafts* will help to ensure a successful project. Should you have any questions regarding any of the information contained in this budgetary quotation please do not hesitate in contacting us at 602-454-0988.

Sincerely,
Keller North America, Inc.



Pedro Martinez
Project Engineer

Attachments: General Terms and Conditions

GENERAL TERMS AND CONDITIONS

The following terms and conditions are part of Keller's Budgetary Quotation, unless otherwise specified above.

A. FACILITIES BY OTHERS

The following facilities and services are to be provided to Keller by others free of all costs to Keller:

Cleanup: Dumpsters, waste containers and disposal for all waste and debris generated from Keller's work. Street cleaning and wheel wash facilities.

Confined Space Operations: All time and costs associated with confined space training and operations. General Contractor to provide safe access for Keller personnel, appropriate lighting, ventilation and other required safety measures including stand-by/rescue personnel and equipment.

Electricity: Electric Service within 100 feet of Keller's operations rated at 110 volts/50 amps.

Engineering: All plans, specifications and designs necessary for the work, unless otherwise specified herein.

Site Access: Preparation and maintenance of clear, well drained, uninterrupted access ways and level working platform suitable for Keller equipment moving under its own power. Access includes unlimited overhead clearance and adequate ramps at suitable levels and should be available to us at the time and to the extent necessary to suit our operations.

Site Work: The work under this budgetary quotation does not include any excavation, grading or sealing work required on the site to establish a working platform or to restore the site to the original or finished grade. All such work is to be furnished by others in a timely manner, so as not to impede the progress of the work or cause damage to the finished work.

Spoil Removal: All handling and disposal of solid and liquid waste materials resulting from the work. Note that grout/cement waste may have high pH and Contractor should handle and dispose of this material appropriately and in accordance with local and state codes.

Site Security: Provide a secure site by means of fencing, lights and night watchmen, as required, including nights and weekends.

Lighting: Reasonable site lighting for safe work and site security.

Traffic Control: All pedestrian and vehicular traffic control including signs and barricades, if and when required for our work and equipment and material deliveries.

Noise and Dust Control: Provide and maintain noise abatement measures/devices (e.g. sound walls), if required. Provide and maintain ventilation and/or dust control barriers etc., if required.

Staging/Laydown Area: An area shall be provided on-site, adjacent to the work, for Keller's equipment, material storage, workshop, and site office(s). On-site parking for all Keller corporate vehicles.

Support and Protection of Adjacent Structures: Support and protection of adjacent structures and utilities is not included in Keller's scope of work. The Owner/General Contractor is obligated to notify adjacent

property owners and utility companies in accordance with local laws and to ensure that such structures are protected.

Utilities: All existing above and below ground utilities, which may be affected by the work, shall be located and exposed, probed, removed, or relocated. The extent and location of adjacent utilities and services left in place shall be clearly and accurately marked out on site and shown to an Keller representative prior to the commencement of work. Keller cannot accept responsibility for any damage to any such utilities not thus indicated. Furthermore, it is possible that damage may occur because of heave, settlement or intrusion caused by grout material due to the unforeseeable condition of the ground or utility. For this reason, Keller cannot accept responsibility for damages thus caused. The General Contractor shall contact the underground service locating organization as required.

Layout: Any survey and field layout necessary to perform our operations. Any post construction survey of Keller's work shall be performed by others.

Sanitary Facilities: On-site sanitary facilities for the use of Keller employees.

Permits and Easements: All permits and easements required to legally perform the work.

Site Yard: An area shall be provided on site, adjacent to our work, for our equipment, storage yard, workshop, and site office.

Obstructions: Delays and costs resulting from manmade or naturally occurring obstructions are excluded

Testing & Inspection: Required instrumentation, movement monitoring, site/building condition surveys, laboratory or field materials testing or construction/materials inspection services beyond those which are included under Scope. Existing condition surveys of buildings, utilities, and facilities shall be taken after site preparation/demolition and prior to commencement of Keller's work.

Water Supply: Clean potable water supply at hydrant pressure and flow provided within 50ft of our work.

Restoration and Protection: Protect and restore all pavements, surfaces, finishes, landscape, hardscape, utilities, or any other element, directly or indirectly affected by our work.

Vibration Liability: Keller cannot accept any liability for disturbance to existing structures and their inhabitants on or near the site. Keller requires that the Owner and Contractor indemnify Keller against any and all claims for such disturbances and also take precautions as necessary to avoid any such claims. This may include vibration monitoring, excavating trenches around the affected area, etc.

Water Control: All work necessary to control and maintain the site and excavation free of ground or surface water problems as they relate to Keller's operations. Controls to prevent surface water and subsurface or groundwater from accumulating in and on project site and surrounding area. Local disposal of wastewater created by Keller's operations.

B. PROGRESSION OF WORK

Keller's budgetary quotation is based upon carrying out the work in an unobstructed manner, with working hours as described in the schedule section of this budgetary quotation, in a single uninterrupted visit to the site. Delays or suspensions of Keller's operations which are due to reasons not within the control of, or not caused by the fault of Keller, shall be compensated at the standby rate shown in our budgetary quotation for each unit.

C. PAYMENT TERMS

1. Progress payments will be submitted monthly and shall be payable within 30 days of the invoice date.
2. All amounts due, will be paid in full within 30 days of completion of Keller's work regardless of the anticipated project completion date. NO RETENTION SHALL APPLY.
3. An interest charge of 1 percent per month and all costs of collection, including reasonable attorney's fees and court costs, will be added to overdue accounts.
4. In the event payment is withheld for reason not the fault of or within the direct control of Keller then payment shall be made at the time and in the amount originally scheduled.

D. OTHER CONDITIONS

Standard Term of Subcontract: Our budgetary quotation is based upon performing the Work under a standard form of contract (either AIA form A401 or AGC form 640), or purchase order, with this budgetary quotation as the prevailing contract document.

Contract Documents: Information used to prepare this budgetary quotation has been furnished to Keller by the Owner/General Contractor or representative of either or both. If conditions are not in accordance with the information furnished, the recommended procedures, scope of work, and price of this budgetary quotation may not necessarily apply. The responsibility for delays or liabilities incurred by conditions other than represented shall be borne by the Owner/General Contractor. Keller assumes no legal liability for the design accuracy of the contract documents.

Arbitration: Any controversy or claim arising out of or relating to this agreement, except for actions to enforce mechanics' lien or payment bond claim rights, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. Arbitration proceedings shall take place in Chicago, Illinois. The law governing the interpretation of this Agreement shall be the law of the state of Illinois.

Backcharges or Claims: For services provided by the Owner/General Contractor to Keller, back charges and/or claims are not valid unless a change order is agreed to and signed by a properly authorized representative of Keller.

Tax Exempt Project: All sales and use taxes are excluded unless otherwise noted above. Owner/General Contractor to forward project specific tax-exempt certificate, prior to start of work.

Hazardous Material: In the event that Keller encounters any material on the site, as defined in 29CFR1910, which has not been rendered harmless, Keller shall immediately stop work in the area affected and report the condition in writing to the Owner and Engineer. To the fullest extent permitted by law, the Owner and Contractor shall indemnify and hold harmless Keller, their agents, consultants, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees arising out of or resulting from performance of the work in the affected area.

Bonds: The cost of a bond premium is not included in our contract price.

Liquidated Damages: Keller shall not be liable or responsible for any liquidated damages, delay damages, or time-related penalties arising from the work.

Changed Conditions: If the ground, structure, or site conditions differ from those offered at the time of bidding and referred to in this budgetary quotation, Keller reserves the right to obtain an equitable price adjustment to compensate for extra work and impacts as a result of the changed condition.

Changes by Others: Keller will be compensated for additional engineering services or additional costs resulting from changes made by others to our design, construction methods, or scope of work.

Confidentiality: All specifications, drawings and technical data submitted by Keller are to be treated as confidential and shall not be disclosed to any third party without express written consent of Keller. Such information shall remain Keller's property and be returned to Keller upon demand.

Copyright: Any design or budgetary quotation prepared and furnished by Keller including any Value-Engineering budgetary quotation or budgetary quotation for alternative designs, means, and/or methods (collectively, "Designs"), have been prepared based upon, and in anticipation of, Keller performing the work called for in such Designs. As such, the Designs are specifically tailored for Keller's purposes and have been prepared for exclusive use by Keller. Owner and Contractor shall not use or control Designs without the prior written consent of an authorized representative of Keller, and then only as absolutely necessary to perform such permitted use. The Designs are subject to protection under the Copyright Act of 1976 and Architectural Works Copyright Protection Act of 1990. Owner and/or Contractor shall not copy, reproduce, emulate or model the Designs or disclose, publish or disseminate the Designs to any third party without the prior written approval of an authorized representative of Keller. Keller is and shall continue to be the sole owner of the Designs.

Liability: No liability can be accepted by us, nor shall we accept as in any way our responsibility defects of any kind whatsoever arising from a cause which is outside our immediate control or knowledge, or for any fault in the junction between our work and subsequent work carried out by others.

Indemnity: Subject to the terms of the Liability Clause above, and to the correct soil conditions having been provided to us prior to our work, we shall indemnify and hold harmless the Owner and Architect and their agents and employees from and against all claims, damages, losses and expenses, including attorneys' fees, arising out of or from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act of Keller, its Subcontractor, anyone directly or indirectly employed by anyone of them or anyone for whose acts any of them may be liable. Regardless of whether or not it is caused in part by a party indemnified hereunder, the limit of our Liability shall be \$1,000,000.00. Notwithstanding this article Keller shall be responsible to defend, indemnify, insure, and hold harmless only to the extent of its negligence. Notwithstanding all articles, which include indemnity and insurance obligations, Keller shall indemnify, hold harmless, defend and insure Contractor and other named parties only to the extent of the negligence of Keller.

Force Majeure: Keller cannot accept any liability for default or delay in the completion of the work when caused by strike, riot, war, or Act of God or other similar circumstances beyond Keller's control.

MBE/WBE/DBE/SBE: Keller excludes all MBE/WBE/DBE/SBE and local residency participation requirements and penalties unless otherwise noted above.

Insurance: Keller will provide the following insurance with limits as shown. No railroad insurance is included. Keller must be covered as an additional insured or covered under a railroad blanket policy.

- | | |
|---|----------------|
| 1. Comprehensive General Liability: | \$1,000,000.00 |
| (Combined Single Limit, Bodily Injury
and Property Damage) | |
| 2. Automobile Liability: | \$500,000.00 |
| (Combined Single Limit, Bodily Injury
and Property Damage) | |
| 3. Workman's Compensation | STATUTORY |

Exclusions: Any items of work not specifically included in this budgetary quotation shall not be the responsibility of Keller.

COVID-19: If Keller's work is delayed, disrupted, suspended, or otherwise impacted as a direct or indirect result of COVID-19 (coronavirus), including, but not limited to, by (1) disruptions to material and/or equipment supply; (2) illness of Keller's workforce and/or unavailability of labor; (3) government quarantines, closures, or other mandates, restrictions, and/or directives; (4) Owner or Contractor restrictions and/or directives; and/or (5) fulfillment of Keller's contractual or legal health and safety obligations associated with COVID-19; then, Keller shall be entitled to an equitable adjustment to the schedule to account for such delays, disruptions, suspensions, and impacts. To the extent the causes identified herein result in an increase in the price of labor, materials, or equipment used in the performance of the work, Keller shall be entitled to an equitable price adjustment for such increases, provided Keller presents documentation of such increases (including the original prices) and evidence of Keller's reasonable efforts to find alternative sources of material or equipment supply and/or labor at the original/un-impacted prices.

Labor Affiliation: Project shall be manned with union employees under current job specific agreements. Local prevailing wages shall apply. If Keller's work under this budgetary quotation is delayed beyond May 31 of the calendar year of this agreement, due to no fault of Keller, Keller shall be entitled to compensation for escalation in labor rates.

Warranty: Limitation of Warranties: there are no expressed warranties by Keller other than those described in this document. The limit of our warranty will be one (1) year from the completion of our work.

Period of Acceptance: This budgetary quotation is offered for acceptance for a period of 30 days.

Quote Analysis Report

Achen-Gardner Construction, LLC 5
3866100A

Andy Mortensen
CHANDLER LOOP 101/202 WTRLN REHAB GMP

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GROUT

GROUT

Vendor Code								ACTIONPUMP	CELLCRETECOR		
Vendor Name								Action Pumping	Cell-Crete Corp		
Vendor Phone								4804307106	6269409251		
Bid	Activity	Resource	Desc	Quan	Unit	Plug Price	Unit Price		Unit Price		
31000	3021155	4GROUT	SUB GROUT FILL EXISITING 3	1.00	LS	0.0000	2,550.0000		12,300.0000		
Quoted Amount								2,550		12,300	
Plugged Amount								0		0	
Bond								0		0	
Mobilization								0		0	
% Adjustment								0		0	
\$ Adjustment								0		0	
Total Adjustment								0		0	
Totals						0	2,550		12,300		
Diff From Plug								2,550		12,300	
Total Minority								0		0	

A 'P' beside a price indicates a plug price.
Green background indicates that the vendor is selected.

Andy Mortensen

From: Scott Neely <scott@actionpumpaz.com>
Sent: August-23-21 10:48 AM
To: Andy Mortensen
Subject: Re: Achen Gardner Request For Quotation - Chandler Loop 101/202 Freeway Waterline Rehab

Cost to grout that water line will be 2550.00 plus tax.

On Mon, Aug 23, 2021, 9:53 AM <amortensen@achen.com> wrote:

Hello,

Please see the attached request for quotation for the above mentioned project.

Regards,

Andy Mortensen
Estimator
Achen Gardner Construction
480-403-9452
amortensen@achen.com

SOUND-CRETE CONTRACTORS, INC.

ARIZONA REGIONAL OFFICE

2615 S 40th Street
Phoenix, AZ 85034
602-438-4510- Office
602-438-9726 – Fax

Bid Number: 210824-1-AV01

August 24, 2021

Attn: Estimating Dept.

**Project: Chandler Loop 101/202 Freeway Waterline Rehab
Chandler, AZ.**

Re: Low Density Cellular Concrete Pipe Abandonment Alternative

**Cellular Concrete - Typical Uses CLSM, CDF, Slurry Cement, Structural Backfill, Lightweight Engineered Fills,
“Flow able fill”, Abandonment.**

Scope: Provide labor, equipment and materials for pipe abandonment with 30 PCF 80 psi min Cellular Concrete to pipeline described below. General Contractor to provide traffic control, water, and setup area (24’X80’ or 12’X120’). Price includes all applicable taxes. **Price good through the end of 2021.**

Pipe Abandonment

Description	Quantity	Units	Unit Price	Total
Low Density Cellular Concrete 30PCF 80 PSI min (Material Only)	20	CY	\$ 65.00	\$ 1,300.00
Work-Day (Labor and Equip)	1	Each	\$ 5,500.00	\$ 5,500.00
Mobilization	1	Each	\$ 5,500.00	\$ 5,500.00
			TOTAL	\$ 12,300.00

General Conditions:

1. Price includes Material, 1 mobilization and 1 workday, all items shown on tables shall be awarded collectively in order to hold pricing. Additional LDCC volume workdays, and mobilizations to be charged at unit price shown above.
2. Contractor to provide lines free of standing water and blow air prior to our arrival to ensure the lines are free of blockages. If foreign liquids or hydrocarbons are encountered in the line it will result in a yield loss of our material; contractor will be responsible for all overages as a result of yield loss caused by foreign liquids or hydrocarbons in the line.
3. Bulkheads are excluded, will be installed by contractor shall be watertight and able to withstand the pumping pressure applied by the grouting process.
4. Cell-Crete accepts no responsibility for the placing of concrete product into lines, vessels or any areas not properly insulated. Materials when used for pipe fills must be contained during the placement process.
5. Contractor to install concrete bulkheads with 3” threaded inlet pipes at or above street level at each inlet location with valves on the inlet side. No hard 90’s only sweeps are to be used in the injection ports. We must pressurize to move material down the line. 2” or larger vent pipe or catch basin at end of run with threaded cap.
6. Bid Cell-Crete works a typical 7-3:30, 40 hour work week unless specifically contracted otherwise. All prices based upon normal working hours excluding weekend and night work.

Page 1 of 2

SPECIALTY CONCRETE CONTRACTORS

CORPORATE OFFICE 135 E. Railroad Avenue · Monrovia, CA 91016-4652 (626) 357-3500 (800) 660-8062 · FAX (626)357-2537
NORTHERN CALIFORNIA 995 Zephyr Avenue · Hayward, CA 94544 · (510) 471-7257 (800) 696-0433 · FAX (510) 471-6426
SAN DIEGO 530 Oppen Street, Suite A · Escondido, CA 92029 · (760) 291-1240 (877) 291-1240 · FAX (760) 291-1242
ARIZONA 2615 S 40th Street · Phoenix, AZ 85034 · (602) 438-4510 · FAX (602) 438-9726
NEVADA 3475 John Peter Lee Avenue · North Las Vegas, NV 89032 · (702) 366-1954 · FAX (702) 366-9474

CALIFORNIA
#243404

ARIZONA
#104888

NEVADA
#10689

UTAH
#4835096-5501

IDAHO
#15868-a-(9)

ALASKA
#29473

SOUND-CRETE CONTRACTORS, INC.

ARIZONA REGIONAL OFFICE

2615 S 40th Street
Phoenix, AZ 85034
602-438-4510- Office
602-438-9726 – Fax

7. GC to provide 24 hour advanced notice of any unavailable work onsite for non-concurrent working days. If no notice is given and Cell Crete Corporation shows up to the site, and no work is available a \$2,800 show up fee will be charged (4hour charge @ \$700/hour).
8. Contractor to provide a minimum of 2 weeks' notice for each mobilization.
9. Bid subject to approval by the Project Engineer
10. Bid bond amount is excluded from base bid added cost of bond is 1%.
11. Contractor agrees this is a per unit contract, not a lump sum contract. Excludes Bonds and Textura fees or other fee based platforms, the costs associated with this will be passed on as an added cost to the GC in addition to contract amount.
12. Cement prices good for 120 days from the date of the bid opening. Annual increases equal to the increase in Cement price from the supplier and/or increased labor costs to be expected if the job runs longer than 1 year.
13. Contractor to provide washout and washout disposal adjacent to our batch plant. **Add \$500/day if Cell-Crete provides washouts.**
14. Production rate is based on consistent supply of bulk cement. Freight delays due to site logistics and unforeseen conditions /traffic delays will impact production rate. Contractor to provide traffic controls that includes all lane closure permits and flagmen for such closures.
15. Maximum retention shall be 5%. Payable within 120 days of completion of scope. Payment terms are net 30 unless otherwise specified.
16. Bid does not include local hire labor or DBE requirements if any are required. Our crews are usually 3-5 people, and we cannot obtain useful labor from the hall for short duration jobs. If a local hire is required, please include the direct cost to our contract.
17. Cell-Crete cannot be responsible for liquidated damages without an agreed upon schedule, or negotiated LD costs. Contractor to create a schedule that is acceptable by Cell-Crete.
18. Contractor to provide a continuous water supply with an appropriate 2" water connection with minimum of 70-psi pressure and a minimum of 200 gallons/minute. Delays caused by the lack of continuous water or other delays will be charged at a rate of \$700 per hour and \$1,000 per hour for over time.
19. Quantity to be determined by readings from Cell-Crete's mixing equipment. If alternate method of measurement requested, it is to be agreed upon prior to the first day of placement and to be verified accurate and acceptable to Cell-Crete Corporation. Cell-Crete requires opportunity to attend all measurements that determine our material quantity including surveyor-shooting grade before placement of initial lift of material.
20. Cell-Crete will present a "Daily Report" for each working day to your onsite superintendent to verify quantities installed. Your onsite superintendent is authorized to sign the "Daily Report" on Contractor's behalf unless Cell-Crete is notified in writing.
21. Contractor to provide safe access and a set up area of a minimum of 24'x80' adjacent to fill with good access for up to 6 trucks at one time.
22. Contractor to provide OSHA requirements i.e. Safety rails, lighting, protection of openings, access ladders-etc. Cell-Crete to provide safety equipment for standards for our crews and equipment. Excludes third party testing, de-watering, bulkheads and formwork, feed and vent pipes, cleaning, shoring, excavation, traffic control, gas testing, backfill and access. Snow plow access/clearing roads responsibility of contractor.
23. Contractor to provide traffic controls that includes all lane closure permits and flagmen for such closures.
24. There shall be no clauses requiring Cell-Crete Corp. to assume liability for any act of others.
25. Purchase orders, contracts and change orders must be executed before the start of associated work.
26. This quotation shall be attached and all terms herein are to be part of the final contract. Additional terms will not be part of this Contract unless agreed to by Cell-Crete Corporation in writing. If there are any contradictions / conflicts between this quotation's terms and the final contract's terms, this quotation's terms shall be deemed controlling and the contradictions / conflicts in the final contract's terms shall be disregarded.

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SPECIALTY CONCRETE CONTRACTORS

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CALIFORNIA
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ARIZONA REGIONAL OFFICE

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Phoenix, AZ 85034
602-438-4510- Office
602-438-9726 – Fax**

- 27. 2 hour safety training is included in bid. If more than 2 hour training is needed due to site specific compliance please add cost at \$700/hour.
- 28. Warranty period included in bid shall not exceed 1 year from date of LCC scope completion.
- 29. Standard insurance included in bid is \$2 million general liability and \$1 million workers comp.

Estimated by:

**Vishvesh Mehta
(626) 483-8898
vmehta@cell-crete.com**

SPECIALTY CONCRETE CONTRACTORS

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Quote Analysis Report

Achen-Gardner Construction, LLC 5
3866100A

Andy Mortensen
CHANDLER LOOP 101/202 WTRLN REHAB GMP

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PAINT PAINTING/COATINGS SUB

Vendor Code							PPSCOATINGS	AOPAINTING	MURPHYINDUST
Vendor Name							PPS Coatings	A-O Painting, In	Murphy Industri
Vendor Phone							6024974997	5205730051	4809810185
Bid	Activity	Resource	Desc	Quan	Unit	Plug Price	Unit Price	Unit Price	Unit Price
12000	3021300	4PAINT01	PAINT VAULT PIPE (DTL C SH	1.00	EA	0.0000	2,071.0000	3,960.0000	5,470.0000
12000	3021300	4PAINT02	PAINT VAULT PIPE (DTL D SH	1.00	EA	0.0000	2,071.0000	3,650.0000	5,470.0000
12000	3021300	4PAINT03	PAINT VAULT PIPE (DTL E SH	1.00	EA	0.0000	2,071.0000	3,960.0000	5,470.0000
12000	3021300	4PAINT04	PAINT VAULT PIPE (DTL F SH	1.00	EA	0.0000	2,071.0000	3,960.0000	5,470.0000
12000	3021300	4PAINT05	PAINT VAULT PIPE (DTL G SH	1.00	EA	0.0000	2,071.0000	3,895.0000	5,470.0000
12000	3021300	4PAINT06	PAINT VAULT PIPE (DTL H SH	1.00	EA	0.0000	2,071.0000	3,650.0000	5,470.0000
12000	3021300	4PAINT07	PAINT VAULT PIPE (DTL J SH	1.00	EA	0.0000	2,071.0000	3,650.0000	5,470.0000
12000	3021300	4PAINT08	PAINT VAULT PIPE (DTL K SH	1.00	EA	0.0000	2,071.0000	3,960.0000	5,470.0000
12000	3021300	4PAINT09	PAINT VAULT PIPE (DTL L SH	1.00	EA	0.0000	2,071.0000	3,960.0000	5,470.0000
33000	3021300	4PAINT10	PAINT VAULT PIPE (DTL M SH	1.00	LS	0.0000	1,914.0000	2,450.0000	5,470.0000
Quoted Amount							20,553	37,095	54,700
Plugged Amount							0	0	0
Bond							0	0	0
Mobilization							0	0	0
% Adjustment							0	0	0
\$ Adjustment							0	0	0
Total Adjustment							0	0	0
Totals						0	20,553	37,095	54,700
Diff From Plug							20,553	37,095	54,700
Total Minority							0	0	0

A 'P' beside a price indicates a plug price.
Green background indicates that the vendor is selected.



INDUSTRIAL COATING DIVISION
PROTECTIVE COATING & LINING SERVICES

PPS COATINGS

406 E. Pioneer Street
Phoenix, AZ 85040

 602-497-4997

info@ppskoatings.com

WWW.PPSPHX.COM

8-19-21

Chandler Loop 101 & 202

Achen Gardner
Quote #PPS21-193

Andy,

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 exterior of piping and associated appurtenances is 10ea valve vaults per supplied drawings and specs.
 - All coatings are on top of MFG prep and prime
 - SSPC-SP2/3 surface prep
 - Mask and Spot prime as needed
 - 1 coat of approved epoxy 4-6 mils DFT

Price \$20,553.00

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
- Achen Gardner to provide confined space access
- Finish coat is on top of MFG prep and prime

Excludes:

- Mics Taxes including sales Tax.
- testing or inspection
- Galvanized piping, bolts or supports
- Delays in work caused by other trades
- OT/Accelerated schedules
- Bonds and permits
- Concrete coatings/sealants

Sincerely,

Tony Bodzioney

Professional Piping Systems
480-825-2413

ASME CERTIFICATE HOLDERS / S STAMP #52377 – U STAMP #52378 – ROC #302839



Project #	Project Name	Owner			Bid Date
WA2008-201	Chandler Loop 101/202 Freeway Waterline Rehab	City of Chandler			6/23/21

PAINTING/COATINGS SUB

Client #	Description	Quantity	Units	Unit Price	Extended Price
12	PAINT VAULT PIPE (DTL C SHT C-17)	1	EA	\$ 2,071.00	\$ 2,071.00
12	PAINT VAULT PIPE (DTL D SHT C-17)	1	EA	\$ 2,071.00	\$ 2,071.00
12	PAINT VAULT PIPE (DTL E SHT C-18)	1	EA	\$ 2,071.00	\$ 2,071.00
12	PAINT VAULT PIPE (DTL F SHT C-18)	1	EA	\$ 2,071.00	\$ 2,071.00
12	PAINT VAULT PIPE (DTL G SHT C-19)	1	EA	\$ 2,071.00	\$ 2,071.00
12	PAINT VAULT PIPE (DTL H SHT C-19)	1	EA	\$ 2,071.00	\$ 2,071.00
12	PAINT VAULT PIPE (DTL J SHT C-20)	1	EA	\$ 2,071.00	\$ 2,071.00
12	PAINT VAULT PIPE (DTL K SHT C-20)	1	EA	\$ 2,071.00	\$ 2,071.00
12	PAINT VAULT PIPE (DTL L SHT C-21)	1	EA	\$ 2,071.00	\$ 2,071.00
33	PAINT VAULT PIPE (DTL M SHT C-21)	1	LS	\$ 1,914.00	\$ 1,914.00
					\$ 20,553.00



A-O Painting, Inc.

PAINTING - COATING PROPOSAL

Date: August 24, 2021
Proposal submitted to: Andy Mortensen amortensen@achen.com
Company: Achen Gardner Construction
Address: 550 S. 79th St., Chandler, AZ 85225
Telephone: (480) 940-1300 **Cell:** _____ **Fax:** _____

Job Name: Chandler Loop 101/202 Freeway Waterline Rehab WA2008-201
Location: Price Rd & Pecos Rd (Owner: City of Chandler)

Andy,

Below please find proposed price to prep and coat items as further outlined. Section 09900 is observed.

Price Includes:

1. Paint Vault Pipe	DTL C SHT C-17	\$3,960.00
2. Paint Vault Pipe	DTL D SHT C-17	\$3,650.00
3. Paint Vault Pipe	DTL E SHT C-18	\$3,960.00
4. Paint Vault Pipe	DTL F SHT C-18	\$3,960.00
5. Paint Vault Pipe	DTL G SHT C-19	\$3,895.00
6. Paint Vault Pipe	DTL H SHT C-19	\$3,650.00
7. Paint Vault Pipe	DTL J SHT C-20	\$3,650.00
8. Paint Vault Pipe	DTL K SHT C-20	\$3,960.00
9. Paint Vault Pipe	DTL L SHT C-21	\$3,960.00
10. Paint Vault Pipe	DTL M SHT C-21	\$2,450.00

Note: this Piping shall come in with approve shop primer

Exclusions:

- Interior Pipe Lining
- Concrete
- Stainless Steel
- Dampproofing
- Electrical
- All Bond(s)/Bonding, 3rd Party Inspection(s), Interior Pipe Lining and Lead Abatement

Price includes: Labor and Material

for the sum of: Thirty-Seven Thousand Ninety-Five Dollars & 00/100's \$ 37,095.00

Thank you,

Paul Ortega
Vice President

This proposal will expire 30 days from the date of this document. Terms: Due on Receipt. Interest at 1½% per month on past due amount. Customer agrees to pay reasonable lawyer fees if legal action is necessary for collection.



50-B West Hoover Avenue
Mesa, AZ 85210

Phone (480) 981-0185 - Fax (480) 981-1567

Safety - Pride - Integrity

August 25, 2021

Achen-Gardner Construction LLC
550 south 79th Street
Chandler, AZ 85226

Attention: Andy Mortensen, Estimating Department

Reference: Loop 101/202 Waterline Rehabilitation Project
Chandler, AZ

Subject: Painting Proposal

The following is Murphy's scope of work and pricing for the Loop 101/202 Waterline Rehabilitation Project per the plans and specifications:

<u>Section</u>	<u>Description</u>
09900	Painting
	Excludes: 1. shop applied coating 2. contact with dissimilar metals coating

Painting Scope:

- Painting of "New" pipes and mechanicals items (shop-primed by others) at 10 Vaults
- Pricing is based on a 3 men crew including a dedicated confined space attendant

Pricing: 10 Vaults x \$5,470.00 = \$54,700.00

(Add 2.5% if Performance/Payments Bonds are required)

Excluded from Scope of Work:

- Mock-ups of any kind
- Third Party Inspections
- Concrete painting or coating except as described above
- Taxes on painting/coating material



50-B West Hoover Avenue
Mesa, AZ 85210

Phone (480) 981-0185 - Fax (480) 981-1567

Safety - Pride - Integrity

Page 02 of 02

Clarifications:

1. All new ferrous metal to be shop primed by others in compliance with project specifications.
2. Grinding of welds to the satisfaction of the inspector is by other.
3. Murphy is QP-1 and QP-2 Certified by SSPC The Society for Protective Coating

Addendums noted: n/a

Subcontractor Listed Information: AZ License No. 127921, Type L34 (Exp. 10-01-21)

Please call me if you have any questions regarding this proposal.

MURPHY INDUSTRIAL COATINGS, INC.

Gilles Bussieres

Gilles Bussieres
Southwest Operations Manager
gilles@murphy.ac

Quote Analysis Report

Achen-Gardner Construction, LLC 5
3866100A

Andy Mortensen
CHANDLER LOOP 101/202 WTRLN REHAB GMP

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REDIMIX REDI MIX

Vendor Code							ARIZONAMETRO	HANSONCEMENT	CALPORTLAND
Vendor Name							Arizona Metro M	Hanson Cement	Calportland
Vendor Phone							4808829984	6026854800	6028176945
Bid	Activity	Resource	Desc	Quan	Unit	Plug Price	Unit Price	Unit Price	Unit Price
		2CRMAG1SK	1 SACK CLSM	2,400.00	CY	0.0000	85.0000	88.0000	96.0000
		2CRMAGA	MAG A CONCRETE	3.00	CY	0.0000	125.0000	112.0000	126.0000
		2CRMAGC	MAG C CONCRETE	23.00	CY	0.0000	119.0000	105.0000	122.0000
		2CRSL2-4	SHORT LOAD CHARGE 2<4 C	1.00	EA	0.0000	200.0000	100.0000	200.0000
		2CRSL4-6	SHORT LOAD CHARGE 4<6 C	0.00	EA	0.0000	175.0000	75.0000	200.0000
Quoted Amount							207,312	214,051	233,784
Plugged Amount							0	0	0
Bond							0	0	0
Mobilization							0	0	0
% Adjustment							0	0	0
\$ Adjustment							0	0	0
ENVIRO		ENVIRO FEES					2,360	2,360	4,720
FUEL		FUEL CHARGES					0	0	1,180
Total Adjustment							2,360	2,360	5,900
Totals		0					209,672	216,411	239,684
Diff From Plug							209,672	216,411	239,684
Total Minority							0	0	0

A 'P' beside a price indicates a plug price.
Green background indicates that the vendor is selected.

Mailing Address:
PO Box 1300
Higley, AZ 85236



Phone: 480-889-5424
Fax: 480-889-5428
Dispatch: 480-882-9984

QUOTATION

Contractor:	Achen Gardner Construction LLC	Quotation Date:	7.6.21
Address:	550 S 79th St	Quotation No:	7062103
City/State/Zip:	Chandler AZ 85225	Prices Expire:	8.31.21
Contact:	Andy Mortensen 480.403.9452	Sales Contact:	BRAD KEENAN
Phone:	480.940.1300		
Fax:	480.940.4576		

amortensen@achen.com

Project Name CHANDLER LOOP 101/202 FREEWAY WATERLINE REHAB
& Address 101/202 CHANDLER

Mix Code	Qty	Material Description	Price	Unit
				CY
1.05108	2344	1 sack ABC slurry SRP105	\$80.00	CY
301111	9	MAG A Standard	\$115.00	CY
251112	7	MAG B Standard	\$111.00	CY
201113	6	MAG C Standard	\$109.00	CY
				CY
				CY
		PRICE INCREASE 9.1.21 \$5 ON SLURRY		CY
		\$10 ON CONCRETE GOOD THRU 3.31.22		CY
				CY
				CY
				CY
				CY
				CY

RETARDER		ACCELERATOR		SHORT LOAD	MISC. CHARGES
Cold Water	\$1.00	Hot Water	\$1.00	3.5 to 5.5 CY = \$175	Environmental Fee per Truck \$10.00
Summer - 1	\$1.75	Winter - 1	\$3.00	1 to 3 CY = \$200	Saturday per CY \$5.00
Summer - 2	\$3.50	Winter - 2	\$5.00		Color Washout per Load \$50.00
Summer - 3	\$5.00	Winter - 2.5	\$6.00		Standby per Min. (After 6 Min/CY) \$1.50
Summer - 4	\$6.00	Winter - 3	\$7.00		Tech/Admin Fee per Load \$5.00
		Winter - 4	\$9.50		Disposal Fee per Load \$150.00
					Multi Stop/Split Load Fee per Load \$200.00
					Cancellation Fee per CY \$8.00
					(If Not Cancelled before 1:00pm prior workday)

Quote must be accepted within 30 days. Upon acceptance, notify Metro Mix sales so prices can be added to billing system and submittals triggered. Seller reserves the right to increase quote prices to reflect sudden rises or shortages of raw materials, fuel or other cost increases incurred by seller. Prices are based on approved account status and payment as agreed. Metro Mix guarantees its products to make strength in 28 days as delivered. Slumps are achieved with chemicals which will not limit strength. Buyer should order the slump desired. Water added at jobsite by buyer's crews voids the strength guarantee. Metro Mix cannot guarantee concrete placement or workmanship, weather, wind, atmospheric conditions or stale product due to jobsite delay.

If you have questions,
call me directly at

602-318-7875

Sincerely,

Brad Keenan

Sales / Service

Contractor Acceptance:

Signature

Date

Printed Name and Title



Quotation No. 116498

Sales Rep
Clark, Brian

Ph: (480) 639-7165

4025 S. McClintock Dr. #202
Tempe, Arizona 85282

Sales: 602-685-4800

Fax: 602-275-9146

Concrete Dispatch: 602-685-3400

JOB NAME CHANDLER LOOP101/202 FWY WATERLINE REHAB	MAP	JOB / P.O. NUMBER 72846/	QUOTE DATE 6/18/2021
JOB LOCATION LOOP 101/202 INTERCHANGE CHANDLER, AZ			JOB START DATE November 1, 2021

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

BID DATE
June 18, 2021

EXPIRATION DATE
April 30, 2022
** See Escalator Clause

QTY	UOM	MATERIAL DESCRIPTION	PRODUCT CODE	PRICE
0	DS	NON-CHLORIDE ACCELERATOR (PER UNIT)	3333	\$.60
0	EA	WATER - HOT - PER YARD	5060	\$.00
0	DS	RETARDER (LEVEL PER YARD)	5161	\$5.00
0	EA	WATER-CHILLED-PER YARD	8200	\$.00
0	LB	ICE (PER LB./PER YARD)	8300	\$.80
0	EA	NITRO1	NITRO	\$5.00
0	EA	ORDERBACK FEE - MULTIPLE ORD BK SAME ORD	ORDBK	\$25.00
0	EA	STAND-BY - CONCRETE - PER MINUTE	9999	\$2.00
0	EA	WEEKEND CHARGE - P/YD - SUBJECT TO AVAI	9960	\$5.00
0	EA	SATURDAY - OPEN UP CHARGE	5402	\$1500.00
0	EA	SUNDAY - OPEN-UP CHARGE	5401	\$3000.00
0	LB	FIBER FORCE 150	8050	\$6.00
0	LB	FIBER FORCE 750	8052	\$7.50
0	EA	COLOR WASH OUT	5406	\$25.00
0	EA	CANCEL ORDER CHARGE - FLAT FEE 20=<	9000	\$100.00
0	EA	CANCEL ORDER CHARGE - PER YARD 20+	9001	\$5.00
0	EA	ENVIRONMENTAL FEE P/LD	5408	\$10.00
2344	CY	1 SACK ABC SLURRY	PHCLSM1	\$88.00
6	CY	MAG C, 1"	2203141	\$105.00
7	CY	MAG B, 1"	2253141	\$110.00
9	CY	MAG A, 1"	2303141	\$112.00

ADDITIONAL COMMENTS	PRICES DONOT INCLUDE TAX, IF APPLICABLE RATE IS 8.60%
• SHORT LOAD CHARGES APPLY • 1-2.5 YDS = \$150.00 • 3-3.5 YDS = \$100.00 • 4-4.5 YDS = \$75.00	

Escalation Notes:	
PRICES ARE NOT VALID AFTER 4/30/2022 AND MAY BE SUBJECT TO INCREASE.	

Signature: Brian Clark

Date: 6/18/2021

Signature of Buyer Acceptance of this quote: _____

Date: _____

CONCRETE TERMS AND CONDITIONS

- **THIS QUOTE IS SUBJECT TO THE BELOW TERMS AND CONDITIONS AND THE ATTACHED GENERAL TERMS AND CONDITIONS OF SALE.**
- **ALL ORDERS AND QUOTED PRICES ARE SUBJECT TO CREDIT APPROVAL.**
- Stand by Charges: First five(5) minutes per yard at no charge. Thereafter \$2.00 per minute (\$120.00 Per Hour).
- Cancellations within 48 hours are subject to fee.
- Orders of 3 yards or less are not guaranteed and order backs will be subject to an additional short load fee.
- There is a required 3 yard minimum load size for all deliveries of high-performance concrete (strengths in excess of 6000 PSI or sack content above 8), lightweight concrete, or color concrete.
- Customer is responsible for providing a contained area for the ready mix truck wash out and to properly dispose of the wastewater.
- Customer is responsible for a safe work environment.
- Discount 1% 15th Prox, Net 30th Prox.
- Short Load Charges: If applies 1yd - \$240.00 2yd - \$210.00 3yd - \$180.00 4yd - \$150.00 5yd - \$120.00 6yd - \$90.00 7yd - \$60.00 8yd - \$30.00
- This Quote is valid for 60 days following the quote date listed above.

NOTES AND COMMENTS

- **PLEASE CONTACT THE SALES DEPARTMENT PRIOR TO ORDERING FOR A PROJECT THAT WE ARE GOING TO SUPPLY.**
- Please order by product codes when given. Mix designs are available upon request.
- Changes in the cementitious content or admixture dosages will be charged to the customer accordingly.
- The placement, finish, and overall aesthetics of this product are the responsibility of the Buyer.
- Concrete is not warranted to be acceptable for use in the specific environment or soils condition.

GENERAL TERMS AND CONDITIONS OF SALE

1. **Applicability.** All references in this document to "Seller" shall include Lehigh Hanson, Inc. and/or its subsidiaries or affiliates (including any division of the foregoing) performing any or all of the scope hereunder, whether or not specifically identified herein. Buyer agrees that the following terms and conditions will apply to all sales of goods or services ("Sales") by Seller to Buyer and any of its subsidiaries or affiliates. By ordering or accepting the goods described herein, Buyer is accepting and agreeing to these terms and conditions. Buyer agrees that any terms and conditions appearing on any document submitted by Buyer which are in conflict with (a) the terms and conditions contained herein or (b) any credit application, invoice, or bill of lading submitted by Seller shall be expressly rejected and shall not constitute terms of any Sales. The terms and conditions of any written agreement signed by Seller and Buyer shall prevail to the extent of any inconsistency with these terms and conditions. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend this document.
2. **Governing Law/Payment Address.** All matters between Seller and Buyer, including venue, will be governed by the laws of the state in which the delivery of goods or services is to occur. All indebtedness due is payable at Seller's office identified in the invoice or billing, unless and until Seller designates a different place of payment. Invoices shall be deemed correct unless contested in writing within seven (7) business days of receipt.
3. **Prices.** Prices in Seller's quotations are subject to change without notice, and all quotations expire and become invalid if not accepted within 30 days from the date of issue, unless otherwise noted by Seller in writing. Price extensions when made are for Buyer's convenience only, and they, as well as any mathematical or clerical errors, are not binding on Seller. Unless expressly written otherwise, prices shown do not include any sales, excise, or other governmental tax or charge payable by Seller to Federal, State or local authority. Buyer agrees to reimburse Seller for any such tax or to provide Seller with an acceptable and authorized tax exemption certificate. Title and risk of loss to goods shall transfer to Buyer upon Seller's delivery (whether F.O.B. Seller's plant or delivery by Seller at location designated by Buyer). Unless otherwise specified herein, all deliveries of goods shall be made FOB Buyer's trucks/railcars at Seller's plant. Seller's weights taken by track scale in the case of rail shipments shall govern.
4. **Buyer Financial Condition.** Any order for goods or services by Buyer shall constitute a representation that Buyer is solvent. In addition to Seller's right under the Uniform Commercial Code, if, in the judgment of Seller, Buyer's financial condition at the time of shipment does not justify the terms of payment specified, Seller reserves the right to require from Buyer full or partial cash payment or other adequate assurance of performance before shipment. Seller reserves the right to suspend its performance until such payment or adequate assurance of performance has been received. Seller maintains the right to periodically review and adapt payment terms as necessary and to curtail, modify or eliminate any credit availability or credit limit within its sole discretion. Buyer shall provide Seller all information requested by Seller to prepare and effect any notices required to perfect lien rights under applicable law. Upon request, Buyer shall provide Seller copies of any payment bonds.
5. **Security Interest.** To secure payment for all purchases from Seller, now and in the future, Buyer hereby grants Seller a continuing security interest in all of Buyer's presently owned or hereafter acquired (a) goods and tangible personal property, (b) rights to payment of cash money, accounts, deposits, and refunds, (c) instruments, (d) promissory notes, (e) Chattel paper (electronic and tangible), (f) documents, (g) books and records, (h) accounts, (i) accounts receivables, (j) equipment, (k) inventory, (l) commercial tort claims, (m) general intangibles, (n) payment intangibles, and (o) software, whether now existing or later acquired, together with all proceeds, substitutions, and all support obligations thereof. Seller's security interest is explicitly limited to outstanding obligations between Buyer and Seller.
6. **Payment Terms.** Buyer agrees to pay Seller all costs and expenses of collection, suit, or other legal action, including all actual attorneys' and paralegal fees, incurred through trial, on appeal, or in any administrative or bankruptcy proceedings brought as a result of the commercial relationship between them. Any cause of action which Seller may have against Buyer may be assigned by Seller. If Buyer's credit application is approved by Seller, then payment terms are Net-30 days, unless otherwise stated on the invoice or other writing from Seller. Payment is due in the form of cash, cash equivalent, check, or money order. Seller may apply Buyer's payment against any open charges within Seller's sole discretion. Seller reserves the right, even after partial payment on account hereof, to require from Buyer payment in advance or satisfactory security or guarantee of the due performance any and all of Buyer's obligations hereunder. Refusal to make such payment in advance or to furnish such satisfactory security guarantee or the failure of Buyer to perform any of its obligations under this or any other existing agreement of sale will entitle Seller to withhold future deliveries or to terminate this agreement of sale, and any unpaid amounts shall thereupon become due and payable without prejudice to any claim for damages the Seller may be entitled to make. On past due accounts Seller may impose a monthly finance charge of the higher of one and one half percent per month or the maximum interest charge permitted by the law governing the account between Buyer and Seller. The finance charge shall continue to accrue after Seller obtains a judgment against Buyer. Seller has the right to exercise setoff or recoupment when needed to satisfy an outstanding debt. All agreements between Seller and Buyer (and any affiliate or subsidiary or Buyer) shall be considered as one single integrated agreement between Seller and Buyer. Buyer agrees to pay reasonable storage fees if materials are stored on Seller's yard more than sixty (60) days after Seller is ready for delivery.
7. **Delivered Goods.** For goods delivered to Buyer by Seller, (a) reasonable unloading time (determined in Seller's sole discretion) shall be included in price of goods; (b) additional unloading time shall be charged at the rate quoted by Seller, or, if not quoted, the standard rate per hour; (c) Seller does not guarantee arrival time or the rate of delivery; (d) Seller shall not be liable for any delays in delivery or loss or damage in transit; (e) delivered prices are based on information provided by Buyer, and if location of project varies, freight will be adjusted and billed accordingly; (f) deliveries will be made only to points which, in Seller's opinion, are reasonably accessible to Seller's equipment under its own power; (g) SELLER IN NO EVENT SHALL BE LIABLE FOR DAMAGE TO SIDEWALKS AND DRIVEWAYS, BUYER ASSUMES ALL RISKS OF AND RELEASES SELLER, SELLER'S AFFILIATES AND THEIR RESPECTIVE EMPLOYEES AND AGENTS ("SELLER INDEMNITEES"), AND AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS SELLER INDEMNITEES FROM AND AGAINST ALL LIABILITY, CLAIMS, FEES, AND EXPENSES FOR, ALL INJURIES TO, DEATH OF, ANY PERSONS AND LOSS OF OR DAMAGE TO PROPERTY, ARISING FROM OR RELATED TO SELLER'S PRESENCE ON, USE OF, OR ACCESS TO THE JOB SITE SPECIFIED BY BUYER FOR DELIVERY, except to the extent any damage arises solely from Seller's negligence; (h) Buyer agrees to pay for all repairs to Seller's trucks or equipment resulting from Buyer's method of unloading goods; (i) trucks which become stuck on the site will be pulled out by a bona-fide wrecker at Buyer's expense; (j) Seller reserves its right to discontinue deliveries of materials until the cause of damage to its truck has been eliminated; (k) Buyer is responsible to provide a safe working environment at the delivery location; and (l) Buyer shall provide an authorized person to sign the Delivery Ticket and a signature on one Delivery Ticket shall be deemed a signature on all Delivery Tickets for all goods received that day.
8. **Concrete.** For concrete sold to Buyer by Seller, (a) concrete mix is designed to meet required strength when placed and tested according to American Concrete Institute standards (ACI) and American Standard of Testing and Measurement specifications (ASTM); (b) Buyer waives and releases liability and voids the limited warranty below if water and/or other foreign material is added by Buyer or at the request of Buyer or its employees or agents; (c) Seller reserves the right to adjust prices if cement and fly ash costs increase due to a shortage or delay in availability from usual sources; (d) Seller reserves the right

to test all in-place concrete for conformance to agreed specifications; (e) Seller shall not be responsible for any alleged failure to meet specifications of concrete if the concrete have not been conveyed, placed, cured, and protected in accordance with the most recent revision of the ACI Standards; (f) Seller shall not be responsible for any alleged failure to meet specifications if concrete are placed with a slump greater than indicated on the mix design; (g) Seller does not warrant concrete shrinkage, temperature, or the water-to-cement ratio, except as otherwise stated in specifications provided to Seller in advance, concrete mix designs, or Seller's Sales Quotation; (h) Seller is not responsible for variations in color, "pop-outs," or cracking; and (i) all claims regarding delivery, billing, or product quality must be submitted to Seller in writing within 30 days from the date of delivery of the concrete or such claims shall be deemed waived.

9. **Aggregates.** For aggregates sold by Seller, (a) Seller takes no responsibility for degradation or segregation of aggregates after delivery due to equipment or excess handling at the project site; and (b) Seller only warrants the physical properties of the goods (gradation, sand equivalent, or cleanliness value) at the point of delivery to Buyer.

10. **Concrete Blocks and Recycled Materials.** All concrete blocks and recycled materials are sold as-is with all faults and size, shape, and color of materials may vary.

11. **Limited Warranty.** THE FOLLOWING IS IN LIEU OF ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER OBLIGATION ON THE PART OF THE SELLER. Seller warrants that at the time of delivery, the quality of materials and workmanship of Seller's goods or services will conform to the requirements of the specifications set forth in the applicable sales contract(s), quotation, or to Seller's standard manufacturing practice. If Seller's goods or services fail to conform, at time of delivery, to Seller's warranty, Seller's sole and exclusive liability will be, at Seller's sole discretion: (a) to repair or replace the non-conforming goods or services at a reasonable time, F.O.B. Seller's plant, or (b) to refund the purchase price for such non-conforming goods or services. Notice of defective goods or services must be given to Seller immediately upon discovery of the defect, provided, however, that notice of any defect must be given within thirty (30) days from the date of delivery. All scheduled dates are estimated, and in no event shall Seller be liable for any damages resulting from delays in providing goods or services.

12. **Limitation of Liability.** SELLER'S LIABILITY ARISING OUT OF OR RELATED TO THE SALES, WHETHER IN CONTRACT, TORT, INDEMNITY, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, SHALL IN NO EVENT EXCEED THE PRICE OF THE SALES OR PORTION OF SUCH SALES ON WHICH SUCH LIABILITY IS BASED, AND BUYER WAIVES ANY CLAIM IN EXCESS OF THAT AMOUNT. IN NO EVENT SHALL SELLER BE LIABLE FOR LOST PROFITS, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES, DIRECTLY OR INDIRECTLY ARISING FROM THE SALE, HANDLING OR USE OF THE GOODS OR SERVICES OR FROM ANY OTHER CAUSE OR BREACH INCLUDING, BUT NOT LIMITED TO BREACH OF WARRANTY OR NEGLIGENCE.

13. **Force Majeure.** Seller will not be responsible for delays in production or delivery for any reason resulting from acts of God, earthquakes, sabotage, fire, flood, epidemics/pandemics, strikes, lockouts, other labor issues of any kind, priorities, allocations, limitations or other restraints which affect manufacture or delivery, accidents, war, insurrection, delays in transportation, equipment failure, damage to equipment or facilities, shortage or delays of transportation, fuel, or materials, present or future laws and governmental interference or regulation, or for any other reason beyond Seller's reasonable control. Seller reserves the right to adjust prices due to delays, shortage, or increased costs of materials or transportation.

14. **Limitation of Action.** No legal action shall be brought by Buyer against Seller for any claim with respect to any sales more than one (1) year after delivery of goods or services. It is agreed that any cause of action with respect to such sales will accrue on the date of delivery. If any provision hereof is held by a court of competent jurisdiction to be illegal, void, or unenforceable, such provision will be of no force and effect, but the legality or unenforceability will have no effect upon and will not impair the enforceability of any other provision.

15. **Documents.** A counterpart of this document delivered by facsimile or electronic transmission shall be deemed an original document and be valid for all purposes. If Seller electronically stores this document, a reproduction from the scanned document shall be considered to be an original counterpart and shall be enforceable. The Electronic Signatures in Global and National Commerce Act (P.L. No. 106-229) or the Uniform Electronic Transactions Act (or its applicable state law equivalent) apply to this document and to all Sales. Electronic and digital signatures may be used by either party. As a standard practice, Seller offers electronic invoicing to customers. Buyer must contact Seller if Buyer does not wish to receive electronic invoicing. When applicable, the terms of Executive Order 11246 and 41 C.F.R. Part 60-1 shall apply to this document and to all Sales. Buyer and Seller represent and agree that there are no third party beneficiaries to this document and that Buyer and Seller are the sole intended beneficiaries of this document and all Sales.

16. **Quantity.** Buyer acknowledges that the amount of goods ordered by it has been determined by Buyer and not by Seller. Conversion of goods from yards to tons or tons to yards is the responsibility of Buyer. Buyer assumes full responsibility and shall hold Seller harmless regarding the adequacy of the amount of goods ordered. Buyer shall not be entitled to receive credit for returned goods. In Seller's sole discretion, Seller may accept returned goods but such return shall be subject to a restocking fee.

17. **Inspection.** Any inspection test or analysis required by Buyer must be specified in writing promptly after Buyer orders the goods and prior to shipment from Seller's plant. If not so made, Buyer waives any claim of failure of the goods to meet such inspection, test or analysis. Any expense of such inspection, test or analysis shall be paid by the Buyer. Seller reserves the right to test all in-place goods for conformance. Buyer shall notify Seller of intent to enter into any agreement with any agency to pave over Seller's base material prior to obtaining passing or failing certification. Upon paving over Seller's base material without obtaining passing or failing results, Buyer assumes any and all financial responsibility for repair and/or replacement of all materials. All claims regarding delivery, billing, or product quality must be submitted to Seller in writing within 30 days from the date the goods are received at Seller's plant, or such claims shall be deemed waived.

Ready Mix Concrete**DANGER**

May cause cancer.
 May cause damage to organs (lung) through prolonged or repeated exposure.
 Causes severe skin burns and eye damage.
 Causes serious eye irritation.



See SDS for further information

Prevention: Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Wash any exposed body parts after handling. Wear protective gloves, clothing, eye protection and face protection.

Response: If exposed or concerned: Get medical advice/attention. If on skin: Take off contaminated clothing immediately and wash it before reuse. Wash exposed body parts thoroughly after handling. If in eyes: Rinse continuously with water for several minutes. Remove contact lenses, if present and easy to do.

Storage: Restrict or control access to stockpile areas (store locked up). Engraving hazard: To prevent burial or suffocation, do not enter a confined space, such as a silo, bulk truck or other storage container or vessel that stores or contains concrete without an effective procedure for assuring safety.

Disposal: Dispose of contents/container in accordance with local, regional, national, and international regulations.

Supplemental information: Before handling product determine appropriate ventilation or respiratory protection. Repeated inhalation of respirable crystalline silica (quartz) may cause lung cancer. Health risk is dependent upon work duration and levels of potential silica exposure in the workplace.

Lehigh Hanson • 300 E. John Carpenter Freeway, Suite 1645 • Irving, TX 75062 • www.lehighhanson.com • 972-424-9300

HAZ-COM WARNING. Concrete, mortar, cement, and cement admixtures may contain crystalline silica. Prolonged and repeated breathing of crystalline silica dust may cause lung cancer or silicosis. Such products may also cause skin burns, serious eye, nose, and respiratory tract irritation and damage, and serious allergic skin reactions. Take appropriate safety precautions and use appropriate protective clothing and equipment when handling. Wash affected areas with water and seek medical attention if symptoms of exposure persist. Dispose waste according to Federal, State and Local regulations. For detailed information, see the Safety Data Sheet before using or handling.

DANGER

May cause cancer.
 May cause damage to organs (lung) through prolonged or repeated exposure.
 Causes skin irritation and serious eye irritation.



Job Information Work Sheet

Hanson Aggregates LLC

Please Remit to: Justin Macy or Rene Rivas
Justin.Macy@lehighhanson.com / Rene.Rivas@lehighhanson.com

Please fill out ALL HIGHLIGHTED information for this job ☺

MUST BE RETURNED TO HANSON IN ORDER FOR MATERIAL TO BE SHIPPED

Customer: _____

Contact Code Person: _____ **E-Mail:** _____

Phone Number: _____ **Fax :** _____

Acct No: _____ **Date :** _____ **S/O#:** _____

Project Name: _____

Address : _____

City: _____ **State:** _____ **ZipCode:** _____

Job Number/PO#: _____

Project Type: Private ☐ Public ☐ State/Local ☐ Federal ☐ Residential ☐ Bond Job ☐

Start Date: _____

Est. Amount: \$ _____

Owner Name: _____

Owner Address: _____

Lender/Bonding Co. : _____

Address: _____

Loan OR Bond #: _____

Gen./Direct Contractor : _____

Address: _____

Phone Number: _____



Price Expiration:

04/01/2022

See acceptance clause below

Customer Name ACHEN GARDNER CONSTRUCTION LLC Attention _____
 Project Name CHANDLER LOOP 101/202 FREEWAY WATERLINE REHAB City CHANDLER
 Project Address LOOP 101 & SOUTH 202 FREEWAY C/St _____
 Office Phone _____ Fax _____ Email _____

Date 06/16/2021 Sales MARK REINER Cell # (480) 620-4673 Email mreiner@calportland.com Quote # 120898
 Customer # 1016934 Job Start 06/16/2021 Job End 04/01/2022

Volume	Product Number	Description	Unit Price	UOM	Comments
2344.00	S10157S1	1 SK ABC SLURRY (PHCLSM 1)	\$96.00	CY	
6.00	P2025C01	2000PSI #57 MAG C	\$122.00	CY	
7.00	P2525B01	MAG B 2500PSI #57 ASH	\$124.00	CY	
9.00	P3025A01	3000 PSI 1" MAG A, ASH	\$126.00	CY	
2366	Total Volume		\$20.00	LOAD	Environmental Fee
			\$5.00	LOAD	Fuel Surcharge

Fly ash and lightweight mixes subject to daily availability / All aggregates meet ASTM C 33.

Comments : **PRICE INCLUDES 9-1-21 INCREASE EXPIRING 4-1-22**

CalPortland warrants that the concrete as delivered to this project will meet or exceed the design strength specified on the delivery ticket when evaluated in accordance with applicable ACI and ASTM standards. CalPortland does not provide Contractor Quality Control. CalPortland guarantees ticketed mix designs of less than 5,000psi for load of three yards or more. Mix strength for loads less than three yards is not guaranteed. Ticketed mix designs of 5,000psi or greater require a four-yard minimum. Three-yard minimum for all colored concrete. Concrete is a natural product. Seller cannot be responsible for variations in color, surface discoloration, popouts or variations in the finished product caused by finishing techniques or job site conditions. Due to potential reactive aggregates in Arizona, CalPortland recommends the use of a Class F Fly Ash to mitigate Alkali Silica Reactivity (ASR). Purchaser shall assume the liability for the use of a cement-only mix.

CalPortland reserves the right to postpone or cancel any quotes, current jobs or accepted deliveries if unable to perform due to raw material shortages, allocations or government regulations. Prices subject to change due to drastic cost changes of the major components of concrete or surcharges.

Concrete is batched and delivered at current ambient temperatures. Buyer is responsible for temperature controlled concrete (Ice/Tempered Water). Prices for temperature controlled concrete are available upon request.

Contractor is responsible for providing safe access to the point of delivery. CalPortland accepts no responsibility for damages to the premises beyond the curb line.

Customer shall provide and assume responsibility for an area or container for clean out of the concrete truck chutes. Additional color added by Buyer on-site subject to wash out fees.

All products quoted per Buyers request. Additional products or services ordered are subject to applicable charges.

Standard Operating hours: Loads batched outside Standard Operating Hours subject to applicable charges.
 Summer: 3:00AM – 2:00PM
 Winter: 5:00AM – 3:00PM
 Saturday: 5:00AM – 12:00PM
 Standing Time: \$2.00 per minute beyond 5 minutes per CY.
 Minimum Load Charges: One Minimum Load Charge waived on orders of 1 full load or more.
 Under 6 CY = \$200.00
 Excessive Trucking Fee: Split Loads or multiple Order Backs subject to Excessive Trucking Fees.
 Fuel Surcharge: Variable Fuel Surcharge based on U.S. Energy Information Administration On-Highway Diesel Fuel Price Index and is adjusted weekly.
<https://www.eia.gov/petroleum/gasdiesel/>
 Terms: All pricing is net 30 days with a valid credit application on file. All applicable sales taxes will be added to price.
 Financing: All invoices are due and payable within 30 days of the original billing date. A Finance Charge of 1.5% per month on a pro-rated portion thereof (12% Annual Percentage Rate) will be charged upon all balances not paid within 30 days or first appearance on a Statement.
 We impose a surcharge of 2.25% on the transaction amount on all credit card products, which is not greater than our cost of processing. We do not surcharge debit cards.
 General Terms & Conditions of Sale: CalPortland Co. Terms and Conditions are applicable and included as page two of this quote. If you did not receive a copy, please contact CalPortland Sales Department at (602) 817-6950.
 Acceptance: For this job quotation to be effective, written acceptance must be received no later than 30 days after quote date.

Buyer Acceptance: _____
 Name / Title: _____
 Date: _____



Ready Mix Terms and Conditions

Customer #	1016934	Customer Name	ACHEN GARDNER CONSTRUCTION LLC
Quote #	120898	Project Title	CHANDLER LOOP 101/202 FREEWAY WATERLINE REHAB

Tempered Water:	Heated Water \$2.00 per cubic yard.
Ice:	\$0.50 per pound (Requires 3 – 5 business days notice).
Non-Chloride Accelerator:	\$0.09 per ounce.
Recover Set Delay Admixture:	\$0.20 per ounce.
Micro Fiber:	\$6.50 per pound.
Macro Fiber:	(Structural) Priced individually
	Please see manufacturer recommendation / specifications for suggested dosage rate.
Standard Liquid Color:	See mix detail for per yard pricing. Actual color of concrete may vary due to differences in cement, aggregates, job site conditions and finishing methods. Three-yard minimum load required.
Color Washouts:	\$25.00 per load
Standby Charges:	\$2.00 per minute beyond 5 minutes per cubic yard.
Minimum Load:	Under 6 CY = \$200.00
Excessive Trucking:	One Excessive Trucking Fee of \$200 will be assessed for each additional load required due to load sizes or multiple Order Backs.
Saturday Service:	\$5.00 per cubic yard Saturday operating hours 5:00am – 12:00pm Loads delivered outside of operating hours subject to additional charges
Split Load Charges:	\$250.00 per load.
Cancellation Charges:	\$10.00 per cubic yard - All orders greater than 80 cubic yards cancelled within 24 hours of scheduled delivery \$10.00 per cubic yard (with a minimum of \$250.00) - All orders with scheduled delivery between the hours of 6:00pm – 4:00am cancelled within 24 hours of scheduled delivery

Special Provisions:



Andy Mortensen

From: Jim Latto <jim@azdbm.com>
Sent: July-06-21 8:55 AM
To: Andy Mortensen
Subject: RE: Reminder Request For Quotation - Chandler Loop 101/202 Freeway Waterline Rehab

This project is just a little too far away from our facility to provide decent service and in the best interest of both parties we should just pass on this one. No bid here. Thanks!

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

From: amortensen@achen.com <amortensen@achen.com>
Sent: Tuesday, July 6, 2021 8:13 AM
To: Jim Latto <jim@azdbm.com>
Subject: Reminder Request For Quotation - Chandler Loop 101/202 Freeway Waterline Rehab

Hello,

You are receiving this e-mail because we did not receive a quote from you for this project. If you would still like to provide pricing, please send your quote ASAP.

Please see the attached request for quotation for the above mentioned project.

Regards,

Andy Mortensen
Estimator
Achen Gardner Construction
480-403-9452
amortensen@achen.com

Quote Analysis Report

Achen-Gardner Construction, LLC 5 Andy Mortensen
3866100A CHANDLER LOOP 101/202 WTRLN REHAB GMP

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SAWCUT SAWCUT

Vendor Code							BLADERUNNERS
Vendor Name							Blade Runners I
Vendor Phone							4809262788
Bid	Activity	Resource	Desc	Quan	Unit	Plug Price	Unit Price
1000	2102110	4SAWMOB	SAWCUT MOBILIZATION	9.00	EA	0.0000	110.0000
12000	3021410	4SAWCORE06	CORE 6" HOLE IN VAULT WAL	1.00	EA	0.0000	70.0000
12000	3021410	4SAWCORE08	CORE 8" HOLE IN VAULT WAL	2.00	EA	0.0000	90.0000
12000	3021410	4SAWCORE12	CORE 12" HOLE IN VAULT WA	9.00	EA	0.0000	150.0000
12000	3021410	4SAWCOREVL	CORE 8" HOLE IN VAULT RO	11.00	EA	0.0000	85.0000
22000	3021410	4SAWMIN	SAWCUT MINIMUM	0.00	EA	0.0000	350.0000
60000	3021410	4SAWMIN	SAWCUT MINIMUM	1.00	EA	0.0000	350.0000
Quoted Amount							3,875
Plugged Amount							0
Bond							0
Mobilization							0
% Adjustment							0
\$ Adjustment							0
Total Adjustment							0
Totals						0	3,875
Diff From Plug							3,875
Total Minority							0

All Cut - No Bid
Modern Concrete Cutting - No Bid



Core Drilling Proposal

Prepared for



ACHEN-GARDNER
CONSTRUCTION



August 25, 2021

PROJECT NUMBER:WA2008-201

PROJECT NAME: Chandler Loop 101 / 202 Freeway Waterline Rehab

BID DATE: 08/25/2021

BID TIME: 10:00 AM

OWNER: City of Chandler

ENGINEER:

Client	Description	Quantity	Units	Unit Price	Extension
1	Mobilization	9	EA	\$ 110.00	\$ 990.00
12	6.0" x 10" Vault Core	1	EA	\$ 70.00	\$ 70.00
12	8.0" x 10" Vault Core	2	EA	\$ 90.00	\$ 180.00
12	12.0" x 10" Vault Core	9	EA	\$ 150.00	\$ 1,350.00
12	8.0" x 10" Vault Core (lid of Vault)	1	EA	\$ 85.00	\$ 85.00
			EA		\$ -
			EA		\$ -
			EA		\$ 2,675.00
Minimum Billing for Coring is \$ 335.00 w/ mobilization included.					

David Weston

President

Blade Runners

1516 West San Pedro Street

Gilbert, Arizona 85233

Office 480-926-2788

Cellular 480-349-5676

David@bladerunners.us

Andy Mortensen

From: David Snodgrass <modernconcretecutting@gmail.com>
Sent: August-24-21 12:24 PM
To: Andy Mortensen
Subject: Re: Achen Gardner Request For Quotation - Chandler Loop 101/202 Freeway Waterline Rehab

Hi Andy,

Thanks for the quote. We like to be part of your projects, unfortunately we do not do core drilling, only saw cutting.

Best regards,

Angela Snodgrass

Modern Concrete Cutting Company LLC
PO Box 11993 Glendale AZ 85318
office: 602.369.3613
email: modernconcretecutting@gmail.com

On Tue, Aug 24, 2021 at 10:11 AM <amortensen@achen.com> wrote:

Hello,

Please see the attached request for quotation for the above mentioned project.

Regards,

Andy Mortensen
Estimator
Achen Gardner Construction
480-403-9452
amortensen@achen.com

Quote Analysis Report

Achen-Gardner Construction, LLC 5
3866100A

Andy Mortensen
CHANDLER LOOP 101/202 WTRLN REHAB GMP

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SURVEY SURVEY

Vendor Code							EPSGROUP
Vendor Name							EPS Group
Vendor Phone							4802984900
Bid	Activity	Resource	Desc	Quan	Unit	Plug Price	Unit Price
2000	3021490	4SURVEY	SURVEY	1.00	LS	5,000.0000	3,165.0000
20000	3021490	4SURVEY	GIS DOCUMENTATION	1.00	LS	3,500.0000	2,175.0000
Quoted Amount							5,340
Plugged Amount							0
Bond							0
Mobilization							0
% Adjustment							0
\$ Adjustment							0
Total Adjustment							0
Totals						8,500	5,340
Diff From Plug							-3,160
Total Minority							0

Pre-Selected Subcontractor

A 'P' beside a price indicates a plug price.
Green background indicates that the vendor is selected.



June 23, 2021

Andy Mortensen
Achen-Gardner Construction

Re: Chandler 101/202 Waterline Assessment

EPS Group, Inc. is pleased to submit this proposal for the above referenced project. Our total fee as shown in the scope below is **\$5,430.00**.

- Calibration/Control - **\$1,305.00**
- QA/QC - **\$500.00**
- Potholes - **\$1,450.00**
- As-builts - **\$2,175.00**

We look forward to continuing our working relationship with you and your company. Please contact me for any questions or concerns at 480-298-4900 or dave.hargrove@epsgroupinc.com.

Sincerely,

A handwritten signature in blue ink, appearing to read 'D. Hargrove'.

David Hargrove
Survey Project Manager/CST III
EPS Group, Inc

CONSTRUCTION STAKING SCOPE & FEE SCHEDULE FOR:

Chandler 101/202 Waterline Assessment

1	Calibration and Control • Calibrate site horizontally and vertically and produce horizontal control sheet for staking project. Establish additional onsite control for use during project.	\$1,305
2	QA/QC • Provide point sheets, plans and calculations necessary for field crew to perform layout and as-builts. • Check field data to ensure quality of work.	\$500
3	Potholes • Stake actual location of potholes with ID number and elevation on the stake.	\$1,450
4	As-Builts • Provide civil as-built data per City of Chandler requirements onto approved construction plans only. • Provide monthly GIS as-built submittal in City of Chandler's database. • Landscape and Irrigation plan as-builts are not included. • EPS will provide as-built drawings by digital copy only.	\$2,175
	TOTAL FEE, ABOVE SERVICES*	\$5,430.00

*This is for information only. The project will be billed at a lump sum fee.

*Above total includes 4 trips to site. Any additional trips are subject to a mobilization charge of \$250 per trip.

Assumptions/Exclusions

1. Please review this proposal carefully, as we have attempted to provide a complete Scope of Services for your project. Any items requested to be staked during the course of construction, but not listed in the Scope of Services, will be considered non-contract additional services. Additional and re-staking services will be invoiced at our current hourly rate.
2. Any questions regarding the accuracy of construction staking will not be considered unless the Surveyor's reference points and stakes are preserved intact in their original and undisturbed state. The survey director/field supervisor must be notified immediately if any inaccuracy of construction is suspected.
3. A minimum 48-hour working day notice will be required for scheduling work.
4. Contract staking, additional staking and re-staking services shall be performed on an "upon request" basis, and must be approved by the General Contractor or Owner prior to their request.
5. All staking shall be performed one time only under the Fee Schedule, unless otherwise noted.
6. The Surveyor shall coordinate directly with the General Contractor to determine offset distances and lath markings, or if unavailable, the surveyor will use industry standards. The Surveyor shall provide cut sheets to the General Contractor upon request.
7. The General Contractor is responsible for scheduling as-builts with a 48-hour working day notice. Utility as-builts must be obtained prior to backfill or they may have to be exposed or potholed at a later date.
8. This proposal is based on receiving digital data, i.e., CAD files from the Engineer of Record, including PDF or a hard copy of the approved stamped plans.
9. The General Contractor and his subcontractors shall maintain and use sets of approved plans at the project site, and verify to the best of their ability the accuracy all stakes prior to construction. The General Contractor and his subcontractors shall not be liable for the accuracy of the Surveyor's stakes unless disturbed prior to construction.
10. Any changes in or additions to the Project within its general scope will result in a fee adjustment or change order.
11. This bid is for construction staking services only. The horizontal control portion of the services does not include setting property corners unless EPS is the original Surveyor of Record for the property, prior to the construction phase.
12. This scope and fee proposal does not include Engineer's Certifications, Substantial Completion letters, filing of "Approval of Construction" (AOC), for water & sewer, etc. This task is not in the purview of a Land Surveyor, but rather the Engineer of Record with no exceptions.
13. Any and all ALTA Surveys, Topo Maps, Legal Descriptions, Record of Surveys, setting of property pins is excluded in its entirety.

Quote Analysis Report

Achen-Gardner Construction, LLC 5 Andy Mortensen
3866100A CHANDLER LOOP 101/202 WTRLN REHAB GMP

Page 1 of 1
8/26/21 3:44 PM

WELD WELD

Vendor Code							SONORANSALES
Vendor Name							Sonoran Sales C
Vendor Phone							4804894149
Bid	Activity	Resource	Desc	Quan	Unit	Plug Price	Unit Price
4000	2051050	4WELD	SUB F/I 30" DIP TO CCP PIPE	1.00	EA	0.0000	11,245.0000
33000	2051050	4WELD	SUB F/I 42" DIP TO CCP PIPE	1.00	EA	0.0000	16,450.0000
Quoted Amount							27,695
Plugged Amount							0
Bond							0
Mobilization							0
% Adjustment							0
\$ Adjustment							0
Total Adjustment							0
Totals						0	27,695
Diff From Plug							27,695
Total Minority							0

Specialty Steel Fabrication & Installation Sub - Limited Bidders.
Professional Piping Systems - No Bid

A 'P' beside a price indicates a plug price.
Green background indicates that the vendor is selected.

**SONORAN**

FIELD SERVICES

August 25th, 2021

Andy Mortensen
Achen-Gardner Construction, LLC
550 S 79th Street
Chandler, AZ 85226

**Regarding: Chandler Loop 101/202 Freeway Waterline Rehab
Price Proposal**

Please find our quote for the following scope of work below:

Bid Item #	Description	Quantity	Units	Unit Price	Extended Price
4	F/I 30" DIP TO CCP PIPE CONNECTION (DTL 243 SHT C-24)	1	EA	\$ 11,245.00	\$ 11,245.00
33	F/I 42" DIP TO CCP PIPE CONNECTION (DTL 243 SHT C-24)	1	EA	\$ 16,450.00	\$ 16,450.00
TOTAL					\$ 27,695.00

NOTES:

- a. **Price good through April 2022**
- b. Per drawings provided – Steel pipe and fittings to be per AWWA C200, C205, C207, C208 and C214
- c. Shop Drawings and Engineering to be provided in accordance with AWWA M11.
- d. Freight included FOB Jobsite.
- e. All welders to be certified in accordance with AWS D1.1
- f. The above quantities are estimated only. Final pricing to be based on the unit rates above and the quantities utilized.
- g. All tools and consumables required to perform the listed tasks and standard to the trade(s) mentioned have been included in this estimate.
- h. The following items are excluded:
 - i. Permits of any kind, Sales Tax, Traffic Control, Bonds, QC Testing, Excavation, Trench Shoring, Hoisting, Rigging, Removal and Disposal of CCP Pipe
- i. Costs for performance bonds are excluded and can be provided upon request at an additional charge.
- j. Lead Times / Schedule:
 - i. Submittals: 2 weeks ARO
 - ii. Fabrication & Delivery: 4-weeks after Approved Drawings

If you have any questions, please don't hesitate to contact me.

Sincerely,

Cody Nunez, P.E.

cody@sonoransalescompany.com

Cell: 480-694-2032



SONORAN FIELD SERVICES

Term & Conditions of Sale

1. THIS OFFER AND ITS ACCEPTANCE: "Seller" is that entity identified in the quotation, invoice, or other document originated by the Seller of the goods (or products) and services referred to herein. This document is Seller's offer to Buyer. Buyer's acceptance is expressly limited to the terms and conditions of this offer and Seller hereby objects to and rejects any additional or different terms or conditions in Buyer's acceptance, Buyer's purchase order, or other documentation purporting to order the same or equivalent goods contained in this document. Buyer accepts this offer as made and all its provisions by transmitting in oral or written form a Buyer purchase order number, an authorization to proceed, or other request; by issuing any document which orders the same or equivalent goods referred to herein; by accepting, or making any payment form any goods or services furnished hereunder, or by any Buyer conduct recognizing the existence of a contract between Buyer and Seller for the goods and services referred to herein. Any additional or different terms or attempt by Buyer to vary in any degree any of the terms herein shall be deemed material but shall not operate as a rejection of this offer unless they contain variances in the terms of the description, quantity, price, or delivery schedule of the goods offered herein which are unacceptable to Seller. No modification of this offer and the contract resulting (including any additional or different terms or conditions in Buyer's acceptance) shall be binding on Seller unless Seller expressly agrees in writing to change this offer.

2. PRICE: The price for each item covered by this contract shall be the price shown for such items on the face hereof. Prices do not include any Federal, State or Local taxes, duties, or fees which may be imposed upon the sale, use, transfer, importation, or transportation of materials or services and all such costs shall be paid by Buyer unless Seller expressly agrees in writing to change this offer.

3. LIMITED WARRANTY: Seller warrants the goods delivered hereunder to be free from defects in material and workmanship for a period of one (1) year from the date of Seller's shipment. Seller's sole obligation and Buyer's exclusive remedy for defects in the goods shall be limited, at Seller's option, to either repair or replacement of defective goods FOB Seller's factory. Any claim by Buyer to Seller shall be delivered in writing within five (5) days of the discovery of the claimed defect but in no event after the expiration of one (1) year from the date of Seller's shipment, whichever is less. Buyer's failure to so notify Seller of such defects within the above time periods shall bar Buyer from any remedy under this Warranty, or for any recovery of damages or losses due to defects in the products.

THIS WARRANTY IS THE SOLE WARRANTY COVERING THE PRODUCTS AND SELLER MAKES NO OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND ALL IMPLIED WARRANTIES OF FITNESS AND MERCHANTABILITY ARE HEREBY DISCLAIMED BY SELLER AND EXCLUDED FROM THIS WARRANTY. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL, COMPENSATORY, PUNITIVE, INCIDENTAL, OR SPECIAL DAMAGES HOWSOEVER ARISING FROM SELLER'S PERFORMANCE OF THIS CONTRACT OR THE PERFORMANCE OF THE GOODS OR SERVICES FURNISHED HEREUNDER.

This warranty shall not apply to goods or products which have been repaired or altered by other than authorized representatives of Seller or to damages or defects caused by accident, vandalism, Acts Of God, erosion, normal wear and tear, improper selection by Buyer or others, and other causes beyond Seller's control. This warranty shall not apply to the misapplication, improper installation, or misuse of the goods caused by variations in environment, the inappropriate extrapolation of data provided, or the failure of Buyer or others to adhere to pertinent specifications or industry practices.

4. ACCEPTANCE: Rejection of the goods supplied under this contract for defects or defective delivery shall occur within a reasonable time after their delivery or tender at the delivery point, but in any event no later than ten (10) days thereafter. If the goods are not accepted or rejected by Buyer or Buyer's agent in writing to Seller within said ten (10) day period; they shall be deemed accepted by Buyer. In the event of Buyer's rightful rejection of the goods, Seller's liability shall be limited to replacing or repairing the rejected goods within a reasonable time, or to allow credit to the extent of the invoice value of the goods, all at Seller's option. Seller shall not be liable for any loss, damage, or expense of any kind, arising from delays in transportation, installation, Buyer's rejections of goods, or any other cause whatsoever.

5. LIMITATION OF SELLER'S LIABILITY: Seller's liability on any claim of any kind, including claims based upon Seller's negligence, breach of contract, or strict liability in tort, for any loss or damage arising out of, connected with, or resulting from the use of the products furnished hereunder or Seller's performance of this contract, shall in no case exceed the purchase price allocable to the goods or part thereof which give rise to the claim. **IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES HOWSOEVER ARISING OUT OF SELLER'S PERFORMANCE OF THIS CONTRACT AND NOTWITHSTANDING WHETHER SELLER MAY HAVE BEEN ADVISED OR IS ADVISED OF THE POSSIBILITY OF SPECIAL (OR LIQUIDATED) DAMAGES.**

6. PAYMENT: Seller's invoices for goods delivered are net and are due and payable in full thirty (30) days from receipt of invoice. Buyer shall pay interest on past due accounts at the maximum rate allowed by law. Seller reserves a security interest in the goods pursuant to the Uniform Commercial Code and in all proceeds thereof until payment in full of the purchase price. Buyer shall execute and deliver to Seller such UCC financing statements and other documents as may be requested by Seller for the purpose of perfecting Seller's security interest in the products and proceeds. In no event shall Buyer make any setoff or reduction under this or any other contract between Buyer and Seller to amounts owed by the Buyer to Seller by reason of any Buyer claim or demand against Seller, whether alleged by Buyer to arise under this contract or any other contract or transaction, in tort, or otherwise. Any such setoffs or deductions by Buyer shall constitute a material breach of this contract.

7. BUYER'S DEFAULT: If Buyer fails to make any payment to Seller when due, if Buyer's financial responsibility becomes impaired or unsatisfactory in Seller's sole judgment, or if Buyer commits a material breach of this contract, Seller, without prior notice or demand, may, at its sole option, suspend or terminate further performance or deliveries due hereunder. Buyer shall be liable to Seller for any losses or damages of Seller arising from such Buyer defaults and failures, as well as any resulting delays to Seller's performance of this contract. Upon Buyer's performance of its obligations, Buyer's payment of all accrued amounts due Seller, Buyer's removal of any inhibiting cause, and upon Buyer's providing sufficient assurance or security for its performance as Seller in its sole judgment may determine to be required, Seller may resume performance of this contract.

8. WAIVER: The failure of Seller in any one or more instances to enforce one or more of the terms or conditions of this contract, to exercise any right or privilege hereunder, or the waiver by Seller of any breach of this contract, shall not be construed as thereafter waiving any terms, conditions, rights or privileges of this contract, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

9. FORCE MAJEURE: Seller shall not be liable for on-performance or delay in performance resulting from any governmental law or regulation, now or hereafter in effect, or for delays caused by Seller's suppliers, or caused by Acts Of God, fire, flood, wind, sabotage, strikes or other labor troubles, accidents, necessary repairs to machinery, adverse weather conditions, acts or omissions of Buyer, or any cause beyond Seller's reasonable control. In the event of any of the foregoing, Seller shall have the right to allocate and reschedule production and delivery of products to Buyers Seller, in its sole discretion, shall deem fair and practical, without liability to Seller.

10. DELIVERY: Sales and delivery of the goods provided hereunder are FOB point of manufacture unless Seller's offer or quote specifically states otherwise. Title and risk of loss shall pass to Buyer upon delivery to the carrier at the FOB point or upon arrival of the carrier at the destination or jobsite boundary, if the FOB point is destination or jobsite. If the FOB point is at the jobsite, unloading is Buyer's responsibility. Delivery to jobsite means motor truck delivery as close to jobsite as, in Seller's sole judgment, is safe and practical for loaded truck and trailers operating under their own power. Buyer shall provide and maintain at his expense suitable right of way, including access roads and turn arounds, to the jobsite. Buyer shall not snake or pull any trucks with any power equipment without the express agreement of Seller and delivering carrier. Standby time will be charged when in excess of one hour from the time of arrival of trucks at the jobsite where such delay is caused by Buyer's failure to comply with this paragraph. Seller will make reasonable efforts to deliver materials at the time requested by Buyer and agreed to by Seller. Performance cannot be scheduled on less than 48-hour notice to Seller.

11. DELAY, TERMINATION, OR CANCELLATION BY BUYER: Seller shall be entitled to recover from Buyer all costs, expenses, including overhead costs and expenses, and damages incurred or suffered as a result of Buyer's cancellation, or termination of this contract, or as a result of Buyer or Buyer's customer delay of Seller's performance under this contract.



SONORAN FIELD SERVICES

Term & Conditions of Sale (Continued)

12. PATENTS: To the extent the items covered by this Sales Order are manufactured pursuant to designs or plans provided by Buyer, Buyer shall indemnify and save harmless Seller, its agents and subcontractors, from any expense, cost, loss, damage or liability for infringement of any patents with respect to such items and their process of manufacture and Buyer agrees at its own expense to defend or assist, at Seller's option, in the defense of any action in which such infringement is alleged with respect to the manufacture, sales or use of such items delivered hereunder.

1. ASSISTANCE BY SELLER: No recommendation or statement made or assistance given by Seller, its representatives, or agents, in connection with the installation, application, storage, transportation, or use of the goods or products furnished hereunder shall constitute a waiver by Seller of any of the provisions herein, or enlarge Seller's liability, as hereinabove defined and limited, or be deemed to provide any warranty in excess of those Seller warranties set forth hereinabove.

2. ATTORNEY FEES AND EXPENSES: If Seller is required to file suit or take other legal action to enforce any of its rights hereunder, including without limitation, proceedings to collect amounts due Seller hereunder, Buyer shall pay the reasonable attorney fees and expenses incurred by Seller.

3. SALES: All sales are final. Any return of goods shall be subject to the prior written approval of Seller.

4. SPECIFICATIONS, APPLICATION, AND USE OF THE PRODUCTS: Products furnished are sold pursuant to Seller's manufacturing drawings and are subject to standard manufacturing variations. Seller may change its drawings at any time without incurring liability for products previously or subsequently sold. Buyer shall be responsible for the performance of goods or products produced to Buyer's specifications, drawings or plans. Buyer shall be responsible for determining the appropriate use or application of Seller's products for Buyer's or Buyer's customer's requirements, notwithstanding Buyer's solicitation of, or Seller's providing, advice or recommendations to Buyer. Buyer waives any claim against Seller, and Seller's agents or employees, arising out of Buyer's selection, application, or use of the products furnished hereunder. Buyer shall indemnify and defend Seller from any claim or suit for personal injury (including death), property damage, or other liability arising out of the improper application, or any misuse of Seller's products, or failure to follow Seller's application, installation, or safety instructions, or industry standards applicable to same.

5. INTERPRETATION: The laws of the State of the Seller's locations, as set forth in Seller's address of the masthead or quotation, shall govern the interpretation and enforcement of this contract, excluding only the law of conflicts. If security interest filings are made by Seller, pursuant to the **PAYMENT** paragraph hereof, the Uniform Commercial Code as enacted in the State wherein the filings are made shall govern that security interest and those filings.

6. FINAL AGREEMENT: There are no understandings, agreements of Buyer and Seller, or representations of either, relating to this contract which are not duly expressed herein, and no change shall be made to this contract unless it is made in writing and signed by duly authorized officers of Seller and Buyer. No part of Buyer's contract(s) with Buyer's customer is included in this contract except as may be specifically and expressly incorporated in Seller's written quotation to Buyer. Buyer may not assign or otherwise delegate Buyer's obligations under this offer and any resulting contract without Seller's express written prior consent.

EXHIBIT D7: BASELINE PROJECT SCHEDULE

AUGUST 30, 2021

CITY OF CHANDLER LOOP 101 AND 202 FREEWAY WATERLINE AND SEWER REHABILITATION

PHASE 2 – GMP PROPOSAL FOR INSTALLATION AND REMEDIATION

PROJECT NO: WA2008.401

See Following Baseline Project Schedule

2021												2022																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																
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Activity ID	Activity Name	Start	Finish	Original Duration	Total Float	Predecessors	Successors	Gantt Chart																																												
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	A1380	Approve Precast Vault Detail C21-M Submittal		23-Sep-21	0	4	A1370	A1390																								Approve Precast Vault Detail C21-M Submittal																				
	A1440	Approve Precast Vault Detail C19-H Submittal		23-Sep-21	0	4	A1430	A1450																								Approve Precast Vault Detail C19-H Submittal																				
	A1500	Approve Precast Vault Detail C20-J Submittal		23-Sep-21	0	4	A1490	A1510																								Approve Precast Vault Detail C20-J Submittal																				
	A1560	Approve Precast Vault Detail C18-F Submittal		23-Sep-21	0	4	A1550	A1570																								Approve Precast Vault Detail C18-F Submittal																				
	A1620	Approve Precast Vault Detail C19-G Submittal		23-Sep-21	0	4	A1610	A1630																								Approve Precast Vault Detail C19-G Submittal																				
	A1090	Procure Precast Vault Detail C17-C	24-Sep-21	29-Nov-21	45	4	A1080	A1100																										Procure Precast Vault Detail C17-C																		
	A1150	Procure Precast Vault Detail C17-D	24-Sep-21	29-Nov-21	45	4	A1140	A1160																										Procure Precast Vault Detail C17-D																		
	A1210	Procure Precast Vault Detail C18-E	24-Sep-21	29-Nov-21	45	4	A1200	A1220																										Procure Precast Vault Detail C18-E																		
	A1270	Procure Precast Vault Detail C20-K	24-Sep-21	29-Nov-21	45	4	A1260	A1280																										Procure Precast Vault Detail C20-K																		
	A1330	Procure Precast Vault Detail C21-L	24-Sep-21	29-Nov-21	45	4	A1320	A1340																										Procure Precast Vault Detail C21-L																		
	A1390	Procure Precast Vault Detail C21-M	24-Sep-21	29-Nov-21	45	4	A1380	A1400																										Procure Precast Vault Detail C21-M																		
	A1450	Procure Precast Vault Detail C19-H	24-Sep-21	29-Nov-21	45	4	A1440	A1460																										Procure Precast Vault Detail C19-H																		
	A1510	Procure Precast Vault Detail C20-J	24-Sep-21	29-Nov-21	45	4	A1500	A1520																										Procure Precast Vault Detail C20-J																		
	A1570	Procure Precast Vault Detail C18-F	24-Sep-21	29-Nov-21	45	4	A1560	A1580																										Procure Precast Vault Detail C18-F																		
	A1630	Procure Precast Vault Detail C19-G	24-Sep-21	29-Nov-21	45	4	A1620	A1640																										Procure Precast Vault Detail C19-G																		
	A1030	Approve Pipe Package Submittal		28-Sep-21	0	152	A1020	A1040																								Approve Pipe Package Submittal																				
	A1700	Approve Aggregates Submittal		28-Sep-21	0	172	A1690																									Approve Aggregates Submittal																				
	A1730	Approve Concrete and Slurry Submittal		28-Sep-21	0	172	A1720																									Approve Concrete and Slurry Submittal																				
	A1760	Approve Fencing/Wall Submittal		28-Sep-21	0	172	A1750																									Approve Fencing/Wall Submittal																				
	A1040	Procure Piping, Valves, and Appurtenances	29-Sep-21	26-Oct-21	20	152	A1030																									Procure Piping, Valves, and Appurtenances																				
General Construction		08-Nov-21	31-May-22	144	0																																															
A1790	Project Mobilization	08-Nov-21	12-Nov-21	5	0	A1770	A1840, A2250																								Project Mobilization																					
A2250	Pothole	15-Nov-21	19-Nov-21	5	0	A1790	A1840																								Pothole																					
A1930	Finish Backfill, Landscaping & Project Cleanup	05-May-22	31-May-22	19	0	A2240	A1800																																													
Work Area 3		22-Nov-21	16-Mar-22	80	54																												16-Mar-22, Work Area 3																			
A1840	Excavate & Shore Pits	22-Nov-21	30-Nov-21	5	0	A1790, A2250	A1850, A1810																								Excavate & Shore Pits																					
A1850	Remove Existing Pipe	01-Dec-21	07-Dec-21	5	10	A1840	A2360																								Remove Existing Pipe																					
A1100	Deliver Precast Vault Detail C17-C - Bottom Section	06-Dec-21*		0	0	A1090	A1110, A2360																								Deliver Precast Vault Detail C17-C - Bottom Section																					
A1160	Deliver Precast Vault Detail C17-D - Bottom Section	06-Dec-21*		0	0	A1150	A1170, A2360																								Deliver Precast Vault Detail C17-D - Bottom Section																					
A1220	Deliver Precast Vault Detail C18-E - Bottom Section	06-Dec-21*		0	0	A1210	A1230, A2360																								Deliver Precast Vault Detail C18-E - Bottom Section																					
A1280	Deliver Precast Vault Detail C20-K - Bottom Section	06-Dec-21*		0	0	A1270	A1290, A2360																								Deliver Precast Vault Detail C20-K - Bottom Section																					
A1340	Deliver Precast Vault Detail C21-L - Bottom Section	06-Dec-21*		0	0	A1330	A1350, A2360																								Deliver Precast Vault Detail C21-L - Bottom Section																					
A1400	Deliver Precast Vault Detail C21-M - Bottom Section	06-Dec-21*		0	0	A1390	A1410, A2360																								Deliver Precast Vault Detail C21-M - Bottom Section																					
A2360	Install Precast Vault Bottom Sections	08-Dec-21	09-Dec-21	2	10	A1850, A110	A1860																								Install Precast Vault Bottom Sections																					
A1860	Install New Piping, Valves and Appurtenances	10-Dec-21	18-Feb-22	50	10	A2360	A1870, A2420																								Install New Piping, Valves and Appurtenances																					
A1110	Deliver Precast Vault Detail C17-C - Top Section	13-Dec-21*		0	0	A1100	A2420																								Deliver Precast Vault Detail C17-C - Top Section																					
A1170	Deliver Precast Vault Detail C17-D - Top Section	13-Dec-21*		0	0	A1160	A2420																								Deliver Precast Vault Detail C17-D - Top Section																					
A1230	Deliver Precast Vault Detail C18-E - Top Section	13-Dec-21*		0	0	A1220	A2420																								Deliver Precast Vault Detail C18-E - Top Section																					
A1290	Deliver Precast Vault Detail C20-K - Top Section	13-Dec-21*		0	0	A1280	A2420																								Deliver Precast Vault Detail C20-K - Top Section																					
A1350	Deliver Precast Vault Detail C21-L - Top Section	13-Dec-21*		0	0	A1340	A2420																								Deliver Precast Vault Detail C21-L - Top Section																					
A1410	Deliver Precast Vault Detail C21-M - Top Section	13-Dec-21*		0	0	A1400	A2420																								Deliver Precast Vault Detail C21-M - Top Section																					
A1870	Pressure Test and Disinfect Piping	21-Feb-22	22-Feb-22	2	10	A1860	A2350																								Pressure Test and Disinfect Piping																					

[illegible]

WORK AREA 1

WORK AREA 3

WORK AREA 2

