



CITY OF CHANDLER JOB ORDER PROJECT AGREEMENT

Project Name: **PUBLIC SAFETY TRAINING FACILITY – FITNESS AND PARKING
CANOPIES**

Project No. **PD1302.404**

This JOB ORDER PROJECT AGREEMENT ("Job Order") is made this _____ day of _____ 2023 ("Effective Date"), by and between the City of Chandler, an Arizona municipal corporation, ("City") and **Caliente Construction, Inc.**, an Arizona corporation, ("JOC Contractor") and is entered into pursuant to Job Order Master Agreement No. JOC1910.401 ("JOC Master Agreement"). City and JOC Contractor may be referred to individually as "Party" or collectively as "Parties").

City and JOC Contractor, in consideration of the mutual covenants herein set forth, agree as follows:

RECITALS

A. On or about December 17, 2019, the Parties entered into the JOC Master Agreement, which terms and conditions are made a part of and incorporated into this Job Order Project Agreement by this reference.

B. City proposes to engage JOC Contractor to construct canopies as more fully described in **Exhibit "A"**, which is attached to and made a part of this Job Order by this reference.

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

ARTICLE 1. DESCRIPTION OF WORK

The Parties enter into this Job Order Project Agreement for the **PUBLIC SAFETY TRAINING FACILITY – FITNESS AND PARKING CANOPIES**, Project Number **PD1302.404**. The scope of work consists of construction of canopies at the Public Safety Trainer center for the fitness area and adjacent parking stalls, all as more particularly set forth in **Exhibit "A"** attached hereto and incorporated herein by reference.

The JOC Contractor will not accept any change of scope, or change in contract provisions, unless issued in writing, as a contract amendment or change order and signed by the authorized signatories for each party.

Performance and Payment Bonds, as set forth in **Exhibit "C"** and **Exhibit "D"** respectively attached hereto and incorporated herein by reference, will be due prior to execution of each Job Order Project Agreement in the full amount of each Job Order.

At project completion, JOC Contractor must complete Contractor's Affidavit Regarding Settlement of Claims and Certificate of Completion, as set forth in **Exhibit "E"** and **Exhibit "F"** respectively attached hereto and incorporated herein by reference.

ARTICLE 2. PROJECT PRICE

City will pay JOC Contractor for completion of the Work in accordance with the JOC Master Agreement a fee not to exceed the Guaranteed Maximum Price of **\$462,090.03** Dollars determined and payable as set forth in JOC Master Agreement and **Exhibit "B"** attached hereto and made a part hereof by reference.

ARTICLE 3. CONTRACT TIME & SCHEDULE

JOC Contractor agrees to complete all Construction within **200** calendar days from the Notice to Proceed (NTP) Date.

ARTICLE 4. PARTICIPANTS

CITY:	Construction Project Manager: Jason Garcia	
	Phone:	480-782-3453
	Email:	Jason.garcia@chandleraz.gov
JOC CONTRACTOR:	Caliente Construction, Inc.	
	485 W. Vaughn St. Tempe, AZ 85283	
	JOC Contractor Representative: Lorraine Bergman	
	Phone:	480-894-5500
	Email:	lbergman@calienteconstruction.com

ARTICLE 5. FORCED LABOR OF ETHNIC UYGHURS PROHIBITED By entering into this Agreement, Contractor certifies and agrees Contractor does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties have executed this Job Order as of the Effective Date.

"CITY"

CITY OF CHANDLER:

"JOC CONTRACTOR"

Caliente Construction, Inc.:

MAYOR Date

Recommended By:



Kimberly Moon, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

By: 

ATTEST:

City Clerk

SEAL

 01/25/2023

Signature Date

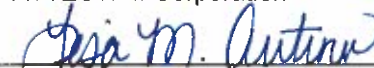
Lorraine Bergman

Print Name

President/CEO

Title

ATTEST: If Corporation



Secretary

ADDRESS FOR NOTICE

Caliente Construction, Inc.

485 W. Vaughn St.

Tempe, AZ 85283

EXHIBIT A
SCOPE OF WORK

Caliente Construction Inc.

General Construction - Construction Management - Design/Build - Facilities Management

R3 January 19, 2023

Ivan Magana
Project Manager
City of Chandler
Public Works and Utilities – Capital Projects Division
215 East Buffalo Street
Chandler, AZ 85225

RE: City of Chandler – PSTC Fitness and Parking Canopies (PD1302.404)

Mr. Magana,

Thank you for the opportunity to provide our proposal for the PSTC Fitness and Parking Canopies (PD1302.404) Project.

We have based the attached proposal on information received, Approved Permit Set of Drawings by MWL dated 09/29/22 and Specifications dated 09/29/22.

The Total Cost is **\$462,090.03**. See attached spreadsheets with bid tabulations and subcontractor back-up for further details.

Please contact me at your convenience should you have any questions.

Best Regards,



Justin Miller
Caliente Construction Inc.



One of the Valley's Healthiest Employers
485 West Vaughn, Tempe, Arizona 85283-3672 Phone: (480) 894-5500 Fax: (480) 894-2323
AZ ROC091625 AZ ROC098769 AZ ROC164561 CA 770323 UT 4741522-550 NV 0078132
ID RCE-28529 NM 85371 CO 233580 MT 159637



"We build more than structures; we build confidence and relationships that last"

Caliente Construction Inc.

General Construction - Construction Management - Design/Build - Facilities Management

EXHIBIT A SCOPE-OF WORK

PROJECT:

City of Chandler - PSTC Fitness and Parking Canopies (PD1302.404)

General Requirements:

- 1) Provide office support, supervision, overhead/profit, taxes based on TPT, insurances, and bond.
- 2) Provide Temporary Protection as required.
- 3) Provide Temp Toilets and Washstation for Construction.
- 4) Dumpsters as required.

Construction:

- 1) Demo Existing Awning/Overhangs at Canopy "C" location.
- 2) Sawcut, Demo and Remove Paving/Concrete for New Column Footings.
- 3) Furnish and Install New Parking Canopies "A" and "B" including columns, decking, gutters, and downspouts as where applicable.
- 4) Furnish and Install New Canopy "C" for Fitness Area, including Columns, Steel Beams, Decking, Supports and TPO built-up roofing.
- 5) Painting.
- 6) Clean-up Site.

Project Duration:

Proposal based on onsite Project Duration of (6) weeks after procurement of materials. (Addition of Scope via Allowance Use may require additional time to complete).

Assumptions/Clarifications/Exclusions:

See attached spreadsheets.



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City of Chandler - Chandler PSTC Fitness & Parking Canopies (PD1302.404)

R3 1/19/2023

Assumptions / Clarifications

- 1 Proposal based on onsite Project Duration of (6 Weeks) onsite after procurement of materials for Base Scope of work. *Note: Additional Time may be required depending on added scope for allowances .*
- 2 Proposal based on Normal Working Hours, Monday through Friday.
- 3 Proposal includes a **\$40,000 LS Owner Allowance** and a **5% Material Escalation Allowance** based on the Subtotal Cost of Work for any Unforeseen Conditions or Changes during the approval process (includes no mark-ups).
- 4 Proposal Includes an **Allowance of \$34,500.00** for the Fascia and Louvers at canopy "C".
- 5 Proposal Includes an **Allowance of \$120,000.00** for the Lighting and Fan Design/Construction at Canopy "C" (Allowance is for Future Electrical (not shown on plans) and is based on a ROM Budget only to provide limited engineering for a deferred submittal and LED Strip Lights and (2) Big Ass Fans based on the square footage of Canopy "C" (see Budget from DP Electric and Cut Sheets for basis of budget).
- 6 Due to the current volatile market, this proposal may be subject to Material Escalation Increase at any time from submission of proposal until all materials are onsite. Some vendors are not finalizing material costs until they are ordered and ready to ship.
- 7 It is assumed Owner will carry a separate Owner's Contingency for any design or scope changes that may take place during construction or prior to start.
- 8 Contractor Performance and Payment Bonds are included in this proposal.
- 9 Compliance with Owner Insurance Requirements is included.
- 10 Proposal based on access to site for duration of construction activity and adequate lay-down / staging area being provided by COC.
- 11 Proposal based on CCI providing Temp Fencing around scope area
- 12 Underground utility locating
- 13 Base proposal includes a TPO built-up roofing.
- 14 Painting at Canopies A, B and C. Scope includes underside of deck (C only), columns, beams. The decks of Canopies A and B will be prefinished to match existing as close as possible. An exact color match is not possible.
- 15 Complete scope for Parking Canopies A and B, including engineered drawings/submittals for deferred submittal, footings, gutters/downspouts. Canopies A & B, gutters, downspouts to match existing parking canopies as close as possible. An exact color match is not possible.
- 16 Bird Control - Bird Spikes and Spinners only

Exclusions

- 1 Permits and/or Permitting Fees
- 2 Contaminated Soils Removal, Asbestos/Mold/etc., Testing/Abatement, Hazardous Materials Handling (Current Report/Survey to provided by COC prior to start of Demolition)
- 3 Badging or Special Background Checks and/or associated costs
- 4 Right of Way Permits
- 5 Traffic Control
- 6 Landscaping or Ground Covering replacement, protection, watering, etc.
- 7 Irrigation or Irrigation Repairs
- 8 SWPPP
- 9 Utility Company Fees.
- 10 Materials Testing and Inspection (provided by CoT)
- 11 Holiday, Nights and Weekends.
- 12 Prevailing Wages or Overtime Hours.
- 13 Site Security or Cameras.
- 14 Site Furnishings - Removal, Salvage, and/or Installation.



#1 Tenant Improvement Contractor in Arizona 2016, 2017, 2018 & #1 General Contractor in Arizona 2017, 2018, 2019
2018 Tempe Business Excellence Award Winner
485 W. Vaughn Street, Tempe, AZ 85283 / Phone: (480) 504-5930 / Fax: (480) 548-4971
AZ ROC031629 - AZ ROC0395769 - AZ ROC184661 - CA 770523 - UT 4741522-890
ID PCE-28529 - NM 88371 - CO 233580 - MT 159437 - OR 218626 - WA 604-190-884



Caliente Construction Inc.

General Construction - Construction Management - Design/Build - Facilities Management

Allowances (not included in Base Bid Total)

1	Owner Allowance - No Mark-ups	\$	40,000.00
2	Material Escalation Allowance - 5.00% of Subtotal Cost of Work - No Mark-ups	\$	10,976.35
3	Fascia and Louver Allowance for Canopy "C"	\$	34,500.00
4	Lighting and Fan Design/Construction Allowance for Canopy "C"	\$	120,000.00



#1 Tenant Improvement Contractor in Arizona 2016, 2017, 2018 & #1 General Contractor in Arizona 2017, 2018, 2019
2018 Tempe Business Excellence Award Winner
485 W. Vaughn Street, Tempe, AZ 85283 / Phone: (480) 804-9900 / Fax: (480) 548-8971
AZ ROC031625 - AZ ROC0395769 - AZ ROC184561 - CA 1770523 - UT 4741522-895
ID PCE-28529 - NM 85371 - CO 233580 - MT 159837 - OR 218926 - WA 804-190-884

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PROPOSAL AND AGREEMENT

DATE:	<u>11/30/2022</u>
BID EXP.:	<u>60 DAYS</u>
BID#:	<u>1995-22</u>
ESTIMATOR:	<u>MACLEAN CHANDLER</u>
CELL PHONE:	<u>602-509-2589</u>
ESTIMATOR E-MAIL:	<u>maclean@advanceddemo.net</u>

[illegible]

	BASE PRICE	\$ 4,000.00
	TOTAL BID:	\$ 4,000.00

Policy

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

Exclusions

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

Approval and Signature

MACLEAN CHANDLER

ESTIMATOR



#####

DATE

Signature:

Owner/GC Approval:

DATE

Caliente Construction Inc.

General Construction - Construction Management - Design/Build - Facilities Management

City of Chandler - Chandler PSTC Fitness & Parking Canopies (PD1302.404)



BID PACKAGE: Steel & Metal Canopy

BID DATE: R2 1/5/2023

RFI(s): 0

ADDENDUM(S): 0

BID TALLY SHEET

		SUB 1	SUB 2	SUB 3	SUB 4	SELECTED SUB
		Sunland Welding	RNR Steel	Skyline Steel		Skyline Steel
DESCRIPTION						
BASE BID		\$ 87,889.87	\$ 91,964.00	\$ 64,675.00		
<u>Steel & Metal Canopy</u>						
Canopy "C" Steel and Decking		X	X	X		
Templates for Anchor Bolts		X	X	X		
Fascia (see allowances)		\$ -	\$ -			
Gutters and Downpouts		see roofing	see roofing	X		
Insulation and Membrane (Base)		see roofing	see roofing	see roofing		
Flashing and Trim		see roofing	see roofing	see roofing		
Louvers		see HVAC	see HVAC	see HVAC		
SALES TAX		\$ -	\$ -	\$ -		
TEXTURA		\$ 192.45	\$ 250.00	inc	\$ -	
SUBCONTRACTOR BID		\$ 87,889.87	\$ 91,964.00	\$ 64,675.00	\$ -	
ADD-ONS		\$ 192.45	\$ 250.00	\$ -	\$ -	
TOTAL BID		\$ 88,082.32	\$ 92,214.00	\$ 64,675.00	\$ -	\$ 64,675.00

MARK-UPS:						
Mark-up on Change Orders						
ALTERNATES						
1						
2						
3						
SCHEDULE PROVIDED:						
TOTAL BID		\$ 88,082.32	NO BID	\$ 64,675.00	\$ -	\$ 64,675.00



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 AZ ROC091525 - AZ ROC095769 - AZ ROC184561 - CA 770223 - UT 4741522-850
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631 Commerce Avenue, Gilbert, AZ 85233 - (480) 926-0122 Office – (480) 926-9178 Fax
License Number 085457 A-1

AISC Certified #209031081-16CCR1
Please Accept Our Pricing for the Following Project

Date:	11-29-22 11-30-22 12-05-22 12-19-22	Quote# E22-148 REV 03
Project Name:	Chandler PSTC Shade Canopy 'C'	Type: Structural / Misc
Job Location:	3550 S. Dobson Rd. Chandler, AZ 85248	
Contractor:	Caliente Construction	
Contact Name:	Kayla Hauer	Phone: 480-870-9268 Email: khauer@calienteconstruction.com
Drawing:	Architectural dated: Permit Set 10-25-22 Structural dated: Permit Set 10-25-22	Addendum
Engineer:	Michael S. Puhlmann	Date: 09-14-22
Estimator: Submitted By:	Earl Clark	Phone: 602-791-2857 Email eclark@skylinesteelinc.com

Our Bid Will Include These General Items:

1. BID IS GOOD FOR FIFTEEN (15) DAYS. ANY RETENTION HELD WILL BE RELEASED AND PAID IN THE FIRST PAY PERIOD FOLLOWING ACCEPTANCE BY CONTRACTOR AND OWNER OF THE MATERIALS FOR WHICH RETENTION WAS WITHHELD. A FINANCE CHARGE OF 1 ½% PER MONTH (ANNUAL RATE 18%) WILL BE CHARGED ON ALL PAST DUE ACCOUNTS. SKYLINE STEEL INC (SSI) REQUIRES PROGRESS INVOICING NET 30 DAYS FROM START OF PROJECT.
2. PURCHASE OF MATERIALS FOR OUR BID SCOPE UNLESS SPECIFICALLY EXCLUDED.
3. PRICES ARE BASED ON AVAILABILITY OF MATERIALS AS OF THIS DATE AND MAY BE SUBJECT TO CHANGE WHEN THE ACTUAL ORDER IS PLACED. DUE TO THE CURRENT STEEL MARKET AT THIS TIME WE WILL REVIEW ALL QUOTES AT THE TIME IT IS AWARDED FOR ANY DECREASE OR INCREASES.
4. IF THE STEEL REQUIRES A MILL ORDER, THE PRICE IS NOT FIXED UNTIL SHIPMENT FROM THE MILL. THIS MEANS THAT THE RAW COST OF STEEL MAY INCREASE FROM THE INITIAL TIME OF BID. IF OUR BID IS ACCEPTED, WE WILL ORDER MATERIALS AT THE EARLIEST POSSIBLE JUNCTURE, PENDING DRAWING APPROVALS, AND THEN REPRICE THE ACTUAL RAW MATERIALS COST. WE WILL REQUIRE ANY PRICE INCREASES TO THE RAW MATERIALS TO BE ADDED TO OUR BASE BID
5. (1) FULL SET OF SUBMITTAL SHOP DRAWINGS FOR APPROVAL AND (1) SET OF RED LINE CORRECTIONS. ANY ADDITIONAL CORRECTIONS OR DESIGN CHANGES MADE AFTER THE REDLINE SUBMITTAL WILL BE VIEWED AS A CHANGE ORDER.
6. SHOP DWG'S WILL BE TO CONTRACT DWG'S ANY ELEVATION OR OPENING CHANGES AFTER DETAILING WILL BE TREATED AS A CHANGE ORDER
7. ALL WORK WILL BE PERFORMED TO THE LATEST EDITION OF THE A.W.S. AND A.I.S.C. MANUALS WHEN APPLICABLE, AND NO BACK CHARGES WILL BE ACCEPTED WITHOUT PRIOR AUTHORIZATION FROM SKYLINE STEEL INC. SKYLINE STEEL INC. RESERVES THE RIGHT TO CORRECT ANY ISSUES FOUND DURING THE CORSE OF THE PROJECT PRIOR TO ANY OTHER CRAFT PERFORMING CORRECTIONS.
8. THE VENUE AND JURISDICTION FOR FABRICATION AND SUPPLY AND ERECTION IS IN ARIZONA STATE.
9. GENERAL SHOP WAGE RATES WERE USED IN FIGURING OUR BID.
10. HOURS OF WORK FIGURED FOR THIS PROJECT WILL BE 7:00 AM TO 3:30 PM, MONDAY THROUGH FRIDAY ONLY. NO OVERTIME WAS FIGURED IN OUR BID.
11. IN THE EVENT OF LITIGATION TO ENFORCE THIS AGREEMENT OR ANY PROVISION THEREOF, THE PREVAILING PARTY, IN ADDITION TO OTHER RELIEF AWARDED, SHALL BE ENTITLED TO RECOVER THEIR REASONABLE ATTORNEY'S FEES, INCLUDING FEES ON APPEAL, IF ANY
12. THIS PROPOSAL SHALL BECOME PART OF ANY CONTRACT ENTERED BETWEEN THE BUYER AND SKYLINE STEEL INC. IN THE EVENT OF DISCREPANCIES IN WORDING IN THIS PROPOSAL AND ANY CONTRACT RESULTING WHEREFROM, WORDING FORM THIS PROPOSAL SHAL GOVERN.
13. JOIST & DECK MANUFACTURES INCLUSIONS, EXCLUSIONS, TERMS AND AVAILABILITY BECOME PART OF SKYLINE STEEL INC'S PROPOSAL AS ATTACHMENTS "C" & "D"
14. SKYLINE STEEL INC. WILL HAVE **10 DAYS** TO SUBMIT CHANGE ORDERS DO TO **ANY** CONFLICTS, RFI'S, ASI'S, DESIGN DWG CHANGES AND SCHEDULING THAT MAY ARISE AND AFFECT PRICING
15. SKYLINE STEEL, INC. WILL ACCEPT NO BACK CHARGES WITHOUT BEING GIVEN THE RIGHT TO CORRECT THE PROBLEM WITH OUR OWN FORCES.

Escalation Clause.

In the event of significant delay or price increase of material occurring during the performance of the contract through no fault of the Contractor, the Contract Sum, time of completion or contract requirements shall be equitably adjusted by Change Order in accordance with procedure of the Contract Documents. A change in price of an item of material will be considered significant when the price of an items increases 20% percent between the date of this Contract and the date of installation. The amount of the increase shall be capped at (5%) of the original budgeted prices of the item.

SCOPE OF WORK TO INCLUDE

Detailing, Shop Drawings, Labor, Material, Hoisting and Installation.
SP3 clean one coat standard shop prime finish only.

Structural Steel (Installed)

Includes the following specific items only: Supply and install

1. Fasteners through our steel only.
2. (10) HSS3 x 3 x 5/16 Tube steel columns per S101 & drawing details. NOTE: A1085 50 KSI Grade steel.
3. (5) W12 x 16 Wide flange steel beams per S101 & drawing details.

Miscellaneous Steel (Installed)

Includes the following specific items only: Supply and Install

1. (24) C6 x 8.2 steel purlins per S201 & drawing details.
2. (10) L3 x 3 x ¼ Vertical bracing per 7/S401.
3. (57) Lin. Ft. Diaphragm transfer at gutter per 10/S401.
4. (8) L6 x 3-1/2 x 5/16 Purlin connection angles at mid span & epoxy bolted to existing wall & field welded to the mid span of the purlin per 9/S401.
5. (40) Plate embeds epoxy shop welded #4 rebar to the existing wall, (4) per column per 12/S401. NOTE: This only works if the cells are solid grouted & I'm excluding grout because we are not experienced masons.
6. (80) PL1/4 x 3-1/2 x 6 Col to wall embed line item 5 field welded to line item 5 per 12/S401.
7. Aprox. (50) Lin. Ft. L3 x 3 x ¼ deck angle at end of Canopy 'C'.
8. (1,380) Sq. Ft. 20ga galv. G-60 'B' deck per GSN.
9. Textura fee's included.
10. **REV 03** ~~(4) Bent PL1/8 x 43" x 11'-5 G-60 Galvanized fascia steel per 3 & 4/A-303. This will need to be fastened at the top & bottom to conceal the fastener. NOTE: Excluding light gage metal 3-5/8 metal furring channel & excluding fabricated with clips on the back (when you weld light gage steel it starts to warp a lot from the heating & cooling of the steel). I don't know if super glue would work on this or not because it is generally not an approved structural application.~~
11. Approx. (23) lin. ft. L3 x 3 x ¼ fascia support angle per 3/A-303.

Miscellaneous Steel (FOB Jobsite) installation by others

Includes the following specific items only: Supply

1. None.

Total Job Base Bid Price **REV 03 \$64,675.00****Alternate #01 "Not included in base bid"**

Includes the following specific items only: Supply

1. Same as above but the columns will be A500 Gr 'B' 46KSI. This is a common more readily available grade of tube steel (HSS). I can get the A500 Gr B 46 KSI steel for about a \$1 a pound or less & the A1085 50 KSI Grade steel is a mill order and about \$1.85 a pound. Engineer of record (EOR) will need to make the call on this if it is

acceptable or not for the A500 Gr 'B' 46 KSI steel or not. Just got my quote I would have to by 5 ~ 40'-0 & have about 10'-0 of drop per stick (which I have to charge you for) for the (10) Columns of A1085 50KSI Steel.

Total Alternate #01 Bid Price REV 03 \$62,545.00

REV 03 Allowance #02 "Not included in base bid" Base bid need to be accepted to get this price.

Includes the following specific items only: Supply

1. (4) (2 for the East & 2 for the West) Bent PL1/8 x 43" x 11'-5 G-60 Galvanized fascia steel per 3 & 4/A-303.
2. (2) (One for the East & One for the West) TS4 x2 x 3/16 Shop welded fascia frame assembly with TS4 x 2 x 3/16 (see attached sketch). NOTE: This design needs to be approved by the EOR.

Total Alternate #01 Bid Price REV 02 \$9,500.00

Skyline Steel will consider addition MOB charges if we are called off due to site conditions, or other trades not prepared or on time as set by GC's schedule

Add for each additional MOB \$500.00

Please Note The Following Standard Exclusions

- 1) Taxes, licenses, bonds, insurance, permits.
- 2) Retention of any type or amount.
- 3) Any and all liquidable damages.
- 4) Engineering stamps or Calc's,
- 5) Outside weld inspections or testing.
- 6) ~~Accounting fees from companies like "Textura" will be processed as a change order.~~
- 7) Finish paint, galvanizing, grout, cement, mortar, epoxy or bonding agents or bituminous coatings.
- 8) Dry packing of column, beams and embeds.
- 9) Gage materials thinner than 1/8", Stainless, aluminum, copper, brass, cast iron, sidings.
- 10) Welding of any light gage materials anywhere on job site
- 11) Reduction of contract for back charges or liquidated damages due to work schedule changes arising from any of the following delays resulting from incomplete or questionable; design drawings, requests for information, shop drawing approvals, change order requests.
- 12) Any other items not specifically mentioned in our inclusions.
- 13) Skyline steel will not be responsible for dust control of any kind.
- 14) No installation of cast in embeds or any other cast in products.
- 15) Any concrete core drilling.
- 16) Responsibility of any hazardous opening do to any other craft even if SSI created the opening.
- 17) Demolition of any kind unless added to scope.
- 18) Finish gate hardware of any kind. Lock boxes, door closers, etc.
- 19) Lintels unless specifically included.
- 20) Nail holes for embeds.
- 21) Establishing Grid lines or elevations of any kind.
- 22) Simpson wood framing hardware of any kind.
- 23) Traffic control of any kind.
- 24) Hoisting, crane service unless specifically included.
- 25) Bike Racks
- 26) Card reader post per
- 27) Standing seam metal panels
- 28) Roof Hatches and safety rail
- 29) Mock-ups
- 30) Stair Nosings
- 31) Site Fencing, man gates, rolling vehicle gates.
- 32) Cellular roof deck. Deck to be 'B' Deck per GSN.
- 33) A-112 Canopy 'C' Thermoplastic membrane over 2" ridged insulation.
- 34) A-112 Canopy 'C' Alternative V.E. Bid #1: Sealed solar reflective coating over corrugated metal.
- 35) **REV 03** 3/A-303 Metal fascia with clips on the back & framing for it.

- 36) 4/A-303 Architectural screen under canopy fascia.
- 37) 3/A302 Downspout & gutters.
- 38) Scanning rebar.
- 39) Canopy 'A' & 'B'. Please see Rex Castaneda's quote for these.
- 40) Grout.

We agree to the terms and conditions of this quotation and by signing below agree to use of this quotation as a letter of intent with contract to follow.

Signed By _____

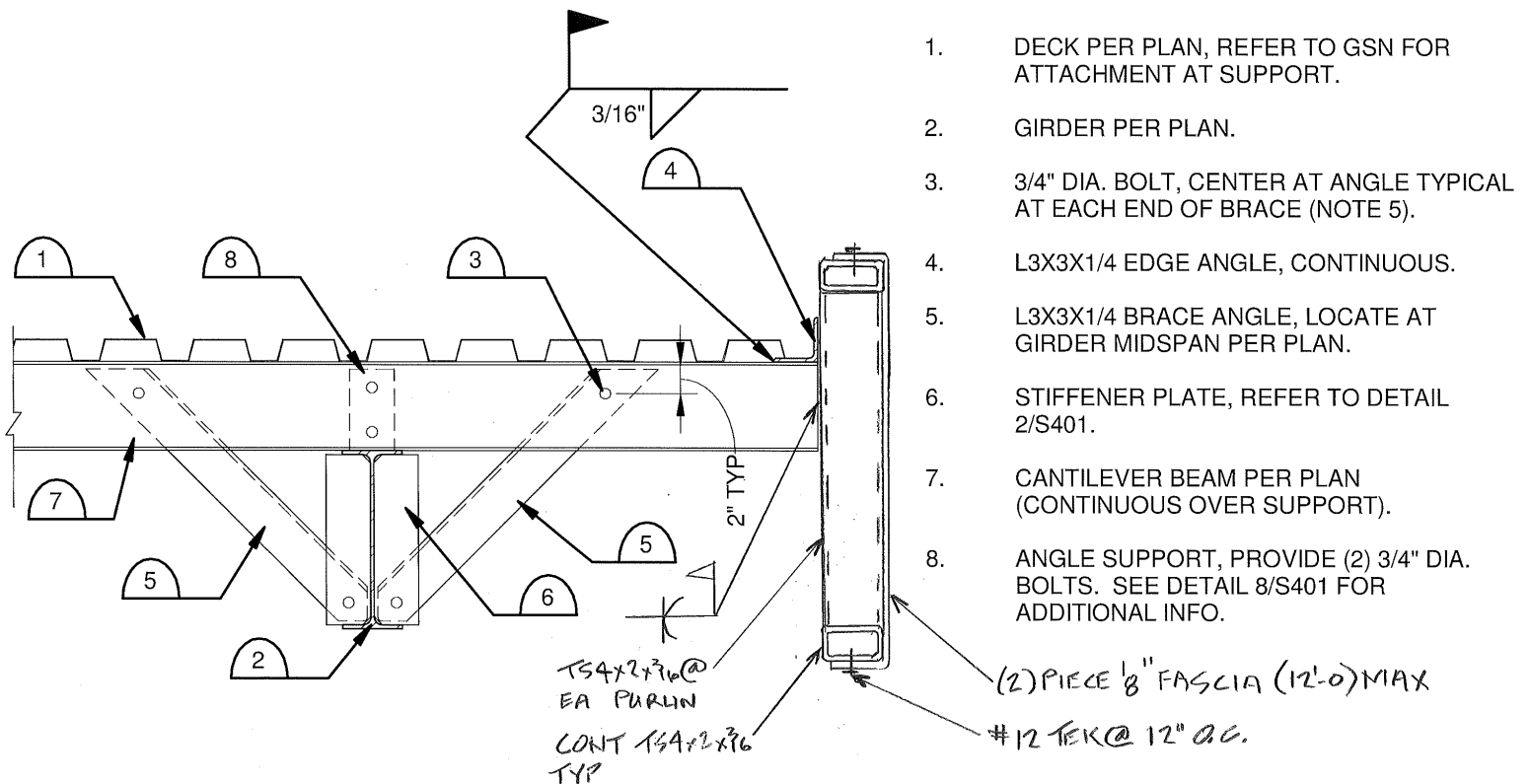
Of _____

Date _____

Thank you for the opportunity to quote on this project.
Sincerely Skyline Steel Inc.

Allowance 02 East & West Side of Canopy 'C'

SELECTED SUBCONTRACTOR



1. DECK PER PLAN, REFER TO GSN FOR ATTACHMENT AT SUPPORT.
2. GIRDER PER PLAN.
3. 3/4" DIA. BOLT, CENTER AT ANGLE TYPICAL AT EACH END OF BRACE (NOTE 5).
4. L3X3X1/4 EDGE ANGLE, CONTINUOUS.
5. L3X3X1/4 BRACE ANGLE, LOCATE AT GIRDER MIDSPAN PER PLAN.
6. STIFFENER PLATE, REFER TO DETAIL 2/S401.
7. CANTILEVER BEAM PER PLAN (CONTINUOUS OVER SUPPORT).
8. ANGLE SUPPORT, PROVIDE (2) 3/4" DIA. BOLTS. SEE DETAIL 8/S401 FOR ADDITIONAL INFO.

(2) PIECE 1/8" FASCIA (12'-0") MAX

#12 TEK @ 12" O.C.

TS4x2x3/16 @
EA PURLIN
CONT TS4x2x3/16
TYP

7

CANTILEVER CHANNEL AT CANOPY EDGE

Caliente Construction Inc.

General Construction - Construction Management - Design/Build - Facilities Management

City of Chandler - Chandler PSTC Fitness & Parking Canopies (PD1302.404)

		BID PACKAGE: Roofing				
		BID DATE: R2 1/5/2023				
		RFI(s): 0				
		ADDENDUM(S): 0				
BID TALLY SHEET						
		SUB 1	SUB 2	SUB 3	SUB 4	SELECTED SUB
DESCRIPTION		RSM II	Argio Roofing	Progressive Roofing	Additional Solicitations:	RSM II
	BASE BID	\$ 19,600.00	\$ 101,750.00	\$ 56,430.00		
	Roofing				Diversified	
	Canopy "C"				Sprayfoam Southwest	
	Rigid Insulaation (2 Layers - R 25)	X	X	X	Gryphon	
	80 Mil TPO Membrane	X	X	X		
	24 GA Edge Metal	X	X	X		
	Flashing for Penetrations	X	X	X		
	Canopy "B"	\$ 3,000.00				
	6" x 4" Gutter w/ Downspout					
	Canopy "A"	\$ 1,500.00				
	6" x 4" Gutter					
	Canopy "C"					
	6" x 4" and 4" x 4" Downspout	\$ 3,800.00	X			
	SALES TAX	\$ -	\$ -	\$ -		
	TEXTURA inc		\$ 223.78	\$ 125.00		
	SUBCONTRACTOR BID	\$ 19,600.00	\$ 101,750.00	\$ 56,430.00	\$ -	
	ADD-ONS	\$ 8,300.00	\$ 223.78	\$ 125.00	\$ -	
	TOTAL BID	\$ 27,900.00	\$ 101,973.78	\$ 56,555.00	\$ -	\$ 27,900.00
MARK-UPS:						
Mark-up on Change Orders						
ALTERNATES						
1 R-40 ilo R-25		\$ 3,800.00				
2						
3						
SCHEDULE PROVIDED:						
TOTAL BID		\$ 31,700.00	\$ 101,973.78	\$ 56,555.00	\$ -	\$ 31,700.00



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 485 W. Vaughn Street, Tempe, AZ 85283 / Phone: (480) 894-8900 / Fax: (480) 548-4971
 AZ ROC091525 . AZ ROC098769 . AZ ROC164561 . CA 770323 . UT 4741522-550
 ID RCE-38529 . NM 85371 . CO 233580 . MT 159837 . OR 218826 . WA 604-190-884

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RSMII L.L.C.
8889 E.Bell Road Ste #205
Scottsdale, AZ 85260

SELECTED SUBCONTRACTOR
Main Office: (480)-828-5772
AZ Lic#: CR-42 ROC303065

BID PROPOSAL

DATE: 12/1/22

TO: Caliente Construction

RSMII L.L.C. proposes to furnish all material, equipment and labor necessary to accomplish the following:

PROJECT NAME: COC Fitness and Parking Canopies

PROJECT LOCATION: Chandler, AZ

SPECIFICATION SECTION: Roofing

SCOPE OF WORK:

1. Mechanically attach two layers of 2.2" (R-25) ridged insulation over the deck.
2. Mechanically attach a 60 mil TPO membrane over the insulation.
3. Install a 24 ga edge metal at perimeter of roof edge.
4. Flash in all penetrations.
5. All work to be done per the manufactures specifications.
6. Dispose of all trash related to the roofing work.

BID AMOUNT BASED ON ABOVE SCOPE OF WORK:.....\$18,800.00

Bid includes a two (2) year contractor's warranty and a fifteen (15) year NDL warranty.

CANOPY A: 6"X4" GUTTER ADD.....\$1,500.00

CANOPY B: 6"X4" GUTTER AND 4"X4" DOWNSPOUT ADD.....\$3,000.00

CANOPY C: 6"X4" GUTTER AND 4"X4" DOWNSPOUT ADD.....\$2,700.00

ADD ALT TO ACHIEVE AN R-40.....\$3,800.00

ADD FOR 80 MIL TPO ILO 60 MIL.....\$800.00

SCOPE OF WORK:

1. Mechanically attach two layers of 2.2" (R-25) ridged insulation over the deck.
2. Install a modified peel and stick base sheet over the ridged insulation.
3. Install a modified peel and stick cap sheet over the base sheet.
4. Apply a base coat of elastomeric coating at 1.5 gal/sq over the cap sheet.

5. Apply a top coat of elastomeric coating at 1.5 gal/sq.
6. Install a 24 ga edge metal at perimeter of roof edge.
7. Flash in all penetrations.
8. All work to be done per the manufactures specifications.
9. Dispose of all trash related to the roofing work.

BID AMOUNT BASED ON ABOVE SCOPE OF WORK:.....\$19,500.00

Bid includes a two (2) year contractor's warranty

RSMII is an Equal Opportunity Employer and follows all EEOC rules and regulations.

This bid is based on the use of a standard AIA401 contract or other previously approved form of contract and the application of the Arizona Prompt Payment Statues for this project.

NOTICE: Scope of work includes inspection of the deck surface for suitability, dryness and cleanliness for scheduling roofing application. Deck inspection does not include any determination as to slope, structural support, attachment, structural integrity or compliance with any building codes or regulations of any nature.

All provisions, exclusions and exceptions of this bid shall become a part of any contract issued for work accepted as a result of this proposal and will supersede any contract provisions to the contrary. This proposal shall be incorporated as part of the contract or purchase order by reference or inclusion.

The use of this bid by the general contractor is a conditional acceptance of the bid if the owner awards the work to the general contractor.

1. This proposal shall be subject to acceptance for a period of **thirty** days following the date above.
2. RSMII will provide, upon request, certificates of insurance verifying that Worker's Compensation and liability insurance are in force.
3. Terms of payment: Monthly progress.
4. No sales/privilege taxes or permits are included.
5. Exclusions: RSMII shall NOT be responsible for supplying or installing any of the following, unless specifically noted above.
 - a. **Sheet metal of any kind.**
 - b. **Metal panels.**
 - c. **Dumpsters.**
 - d. **Wood nailers, blocking, insulation stops, plywood facers or plywood crickets.**
 - e. **Insulation on prefabricated mechanical equipment curbs.**
 - f. **Tapered insulation for drainage unless specifically noted above.**
 - g. **Performance and payment bonds.**
 - h. **Lead.**
 - i. **Sealants contacting any surface other than roof membranes.**
 - j. **Any other items not specifically set forth under the scope of work.**
 - k. **Demolition.**
 - l. **Temporary roofing.**
 - m. **Drains/ drainage pipes.**
 - n. **Roof hatch/ ladders.**
6. Contract to be on AIA form 401 or previously approved form.
7. Subcontract agreement is subject to credit approval and agreement to Terms & Conditions.

Respectfully Submitted,

Caliente Construction Inc.

General Construction - Construction Management - Design/Build - Facilities Management

City of Chandler - Chandler PSTC Fitness & Parking Canopies (PD1302.404)

 BID PACKAGE: Painting BID DATE: R2 1/5/2023 RFI(s): 0 ADDENDUM(S): 0					
BID TALLY SHEET					
	SUB 1	SUB 2	SUB 3	SUB 4	SELECTED SUB
	Arizona Prof Painting	Extreme Painting Extreme	Wall Assemblies Wall Assemblies		Arizona Prof Painting
DESCRIPTION					
		NO BID	NO BID		
BASE BID	\$ -				
Painting					
Canopy A:	\$ 6,652.00				
Structural Support Columns & Beams	X				
Gutter	X				
Canopy B:	\$ 7,420.00				
Structural Support Columns & Beams	X				
Gutter/Downspout	X				
Canopy C:	\$ 11,440.00				
Structural Support Columns & Beams	X				
Underside Deck	X				
Metal Fascia	X				
Screen Under Fascia	X				
SALES TAX	\$ -	\$ -	\$ -	\$ -	
TEXTURA	\$ 55.00	\$ -	\$ -	\$ -	
SUBCONTRACTOR BID	\$ -	\$ -	\$ -	\$ -	
ADD-ONS	\$ 25,567.00	\$ -	\$ -	\$ -	
TOTAL BID	\$ 25,567.00	\$ -	\$ -	\$ -	\$ 25,567.00
MARK-UPS:					
Mark-up on Change Orders					
ALTERNATES					
1 Paint Top of Deck	\$ 2,923.00				
2					
3					
SCHEDULE PROVIDED:					
TOTAL BID	\$ 28,490.00	\$ -	\$ -	\$ -	\$ 28,490.00



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 AZ ROC091629 - AZ ROC0995769 - AZ ROC184561 - CA 770523 - UT 4741522-850
 ID PCE-28529 - NM 85371 - CO 233580 - MT 159837 - OR 218926 - WA 804-190-884

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SELECTED SUBCONTRACTOR

5424 South 39th Street
Phoenix Arizona 85040
Office 602-424-3411
Fax 602-431-2248
Certified SBE, DBE & WBE Contractor

Date: Monday, December 5, 2022

R2

Proposal to: Caliente Construction Inc.
485 West Vaughn Street
Tempe, Arizona 85283

Project: COC JOC PSTC Fitness & Parking Canopies
3550 SOUTH DOBSON
CHANDLER, AZ 85248

Attention: Kayla Hauer

Acknowledged Addendum: None

Arizona Professional Painting will perform painting at above location as per plans and specifications as follows:

Canopy A:

Beams of Canopy, Gutter, 12' HT Structural Support Columns

*Exclusions: Deck of prefinished canopy, CMU Walls, Gates, Doors & Frames

Provide labor, material, and equipment for the sum of \$6,652.00
+ Material Sales Tax: \$119.00
+ Textura Fee: \$14.00

Canopy B:

Beams of Canopy, Gutter/Downspout, 12' HT Structural Support Columns

*Exclusions: Deck of prefinished canopy CMU Walls, Gates, Doors & Frames

Provide labor, material, and equipment for the sum of \$7,420.00
+ Material Sales Tax: \$131.00
+ Textura Fee: \$16.00

Canopy C:

Underside of Deck, Beams of Canopy, Metal Fascia, Screen under Fascia, 12' HT Structural Support Columns

*Exclusions: CMU Walls, Gates, Doors & Frames

ADD ALT: Paint Top Side of Deck: \$2923.00

Provide labor, material, and equipment for the sum of \$11,440.00
+ Material Sales Tax: \$175.00
+ Textura Fee: \$25.00

**Product Substitutions may be required due to Material Availability*

Exclusions:

Flooring – Wood Doors & Frames – Wood Staining – Aluminum Doors & Frames – Wallcovering Install & Removal - Specialty/High Performance/Epoxy Paint – FRP - Signage – Stairwells – Skim Coat - Caulking at Dissimilar Substrates (not painted to painted) - Overtime hours (weekends and nights are excluded) – Touch up or repairs to our work due to damage by other trades – Proposal is subject to change if not accepted within 60 days from bid date

Respectfully Submitted,

Jessica Santoyo | Estimator

Cell: 602-881-5656

Office: 602-424-3411

E-mail: Jessica@azpropaint.com

Caliente Construction Inc.

General Construction - Construction Management - Design/Build - Facilities Management

City of Chandler - Chandler PSTC Fitness & Parking Canopies (PD1302.404)



BID PACKAGE: Parking Canopy
 BID DATE: R2 1/5/2023
 RFI(s): 0
 ADDENDUM(S): 0

BID TALLY SHEET

	SUB 1	SUB 2	SUB 3	SUB 4	SELECTED SUB
	Gort Metals	Skyline Steel			Skyline Steel
DESCRIPTION					
BASE BID	\$ 60,500.00	\$ 49,950.00	\$ -	\$ -	
<u>Parking Canopy</u>					
A&B Complete	X	X			
Gutters and Downspouts	see roofing	see roofing			
SALES TAX	\$ -	\$ -			
TEXTURA	\$ 133.10	\$ 1,575.00	\$ -	\$ -	
SUBCONTRACTOR BID	\$ 60,500.00	\$ 49,950.00	\$ -	\$ -	
ADD-ONS	\$ 133.10	\$ 1,575.00	\$ -	\$ -	
TOTAL BID	\$ 60,633.10	\$ 51,525.00	\$ -	\$ -	\$ 51,525.00

MARK-UPS:					
Mark-up on Change Orders					
ALTERNATES					
1					
2					
3					
SCHEDULE PROVIDED:					
TOTAL BID	\$ 60,633.10	\$ 51,525.00	\$ -	\$ -	\$ 51,525.00



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 ID PCE-28529 - NM 85371 - CO 233580 - MT 159437 - OR 218926 - WA 804-190-884

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Canopy 'A' & 'B'

Skyline Steel, Inc.SELECTED SUBCONTRACTOR
Proposal CCP22-1112 Caliente Construction Inc., COC JOC PSTC Fitness631 West Commerce Avenue • Gilbert, Arizona 85233
480-926-0122 • FAX 480-926-9178
License: AZ 85457, CA 790298, NM 102676, NV 71416**PROPOSAL/CONTRACT BID # CP22-1112, CARPORT SHADE STRUCTURE****IF PROPOSAL IS ACCEPTED AND A SUBCONTRACT IS ISSUED TO SKYLINE STEEL INC, THIS PROPOSAL/CONTRACT MUST BE ATTACHED TO SUBCONTRACTORS AGREEMENT, FOR THIS QUOTE TO BE VALID.**

JOB NAME:	COC JOC PSTC FITNESS	DATE:	Wednesday, November 30, 2022
JOB ADDRESS:	3550 SOUTH DOBSON	DATE SENT:	Wednesday, November 23, 2022
CITY, STATE, ZIP:	CHANDLER, AZ 85248	EXPIRES;	Wednesday, November 30, 2022
		REFERENCE	STRAIGHT BEAM FULL CANTILEVERED 1/4" ON 12" SLOPE
		CONTACTS:	KAYLA HAUER
		DIRECT EMAIL:	khauer@calienteconstruction.com
CUSTOMER:	CALIENTE CONSTRUCTION INC	WEB SITE:	
ADDRESS:	485 W VAUGHN STREET	DIRECT:	480-870-9223
CITY, STATE, ZIP:	TEMPE, AZ , 85283	CELL:	480-870-9268
		EST:	Rex Castañeda
		PROPOSAL:	Rex Castañeda
		CHECKED BY:	Rick Dancer

WAGE'S: Standard**PROPOSAL BASED ON INFORMATION RECEIVED FROM, KAYLA HAUER @ CALIENTE CONSTRUCTION INC , RFP DATED 09/16/2022, FLOOR PLAN - PARKING CANOPIES A-111, ROOF PLAN - PARKING CANOPIES A-112, CANOPIES ELEVATIONS & SECTIONS A-301, PARTIAL BUILDING SECTIONS A-302, & CANOPIES ELEVATIONS & SECTIONS A-303, INFORMATION FROM RFP.**

DESIGN CRITERIA	PSI 0	MPH 96	EXPOSURE 0	SEIMIC E	MILEAGE TO SITE 330
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**SCOPE. #1-1.2 Base Price For Fabrication & Install (STRAIGHT BEAM FULL CANTILEVERED 1/4" ON 12" SLOPE)
14 CAR SPACE DIMENSIONS AT 9' X 19'**

Total Base Price	<u>\$49,950.00</u>
Sales Tax on Total Base Price.....	<u>\$2,532.47</u>
Total Base Price Including Tax.....	<u>\$52,482.47</u>
Add to Total Price for Textura Fee.....	<u>\$1,575.00</u>
Total Base Price Including Tax & Textura Fee.....	<u>\$54,057.47</u>

SPECIAL NOTE "A"

1. SKYLINE STEEL INC. RESERVES AND MAINTAINS THE RIGHT TO REVISE PRICE.
2. UPON RECEIPT OF WET STAMPED AND ENGINEERED STRUCTURAL DRAWINGS.
3. AT TIME OF AHJ APPROVAL AND ISSUANCE OF PERMIT.
4. UPON RELEASE OF SKYLINE STEEL INC. FOR PROCUREMENT OF STEEL MATERIAL. BASE PRICE DOES NOT INCLUDE TAX OF ANY KIND.
5. PRICE MAY CHANGE AFTER FINAL APPROVED AND PERMITTED ENGINEERING.
6. PRICE DOES NOT REFLECT THE BUY AMERICA OR BUY AMERICAN CLAUSE.
7. PRICE IS ONLY GOOD FOR (7) DAYS DUE TO THE DAILY FLUCTUATION IN STEEL PRICE.

SPECIAL NOTE "B"

1. DUE TO FINAL, APPROVED, AND PERMITTED ENGINEER (PRICE AND, OR MATERIAL MAY CHANGE.

SPECIAL NOTE "C"

1. IF PROPOSAL IS ACCEPTED AND SUBCONTRACT IS ISSUED TO SKYLINE STEEL INC. THIS PROPOSAL/CONTRACT MUST BE ATTACHED AND ACCEPTED AS A PART OF CONTRACT AGREEMENT OR ANY AGREEMENT SIGNED BY SKYLINE STEEL INC. WILL BE NULL AND VOID UNLESS AN AUTHORIZED PARTY AT SKYLINE STEEL INC. AGREES TO WAIVE THIS RIGHT.


SPECIAL NOTE "D"

SKYLINE STEEL INC. HAS THE RIGHT TO REVISE AND REPRICE ANY PROPOSAL THAT IS ACCEPTED FOR EITHER STEEL PRICE ESCALATIONS OR MATERIAL AND SCOPE CHANGE THAT CAN DEVELOP PER THE FOLLOWING

- 1. POTENTIAL MATERIAL PRICE CHANGES WITHIN 7 DAYS AFTER THE DATE OF OUR PROPOSAL.**
- 2. MATERIAL OR SCOPE AND PRICE CHANGES THAT DEVELOP AND DEVIATE FROM THE PROPOSAL QUALIFICATIONS AND THE WET STAMP STRUCTURAL ENGINEERING ONCE THE ENGINEERING IS ISSUED FOR AHJ SUBMITTALS.**
- 3. MATERIAL OR SCOPE AND PRICE CHANGES THAT DEVELOP AND DEVIATE FROM THE AHJ APPROVALS FROM THE PROPOSAL QUALIFICATIONS**
- 4. MATERIAL OR SCOPE AND PRICE CHANGES THAT DEVELOP AND DEVIATE FROM THE TIME SKYLINE STEEL INC. IS APPROVED TO PROCURE MATERIALS FOR THE PROJECT EXECUTION FROM WHAT WAS INITIALLY QUALIFIED FROM THE PROPOSAL.**

IN 1.3 OPTIONS SEE ADDER CLARIFICATION OF ADDED COST

<u>1</u>	ADD TO BASE PRICE FOR (29 ga. White on White Retro-Rib).....	<u>INCLUDED</u>	<u>779 LF</u>
<u>2</u>	ADD TO BASE PRICE FOR (1-5/8" x 2" x 18ga. Continous Fascia, option #1 only.).....	<u>INCLUDED</u>	<u>314 LF</u>
<u>3</u>	ADD TO BASE PRICE FOR (Spoils Removal).....	<u>INCLUDED</u>	
<u>4</u>	ADD TO BASE PRICE FOR (Low Profile Exposed Piers in Landscape or Dirt).....	<u>\$250 / Each if Required</u>	
<u>5</u>	ADD TO BASE PRICE FOR (Submittals).....	<u>INCLUDED</u>	
<u>6</u>	PERMITS AND ALL ASSOCIATED LOGISTICS RELATED TO THE PERMITTING PROCESS.....	<u>NOT INCLUDED</u>	
<u>7</u>	PRIVATE LOCATE.....	<u>NOT INCLUDED</u>	

IN 1.3A SPREAD FOOTINGS OPTIONS SEE ADDER CLARIFICATION OF ADDED COST

SPECIAL NOTE: Spread Footing Prices Below are theoretical and subject to change based on PERMIT engineered footing designs specific to the character of the project site.

<u>1</u>	ADD TO BASE PRICE FOR (First Two Spread Footing, 12' Wide x 6' Long x 2 Thick).....	<u>\$5,300 / Each For First Two Spread Footings</u>
<u>2</u>	ADD TO BASE PRICE FOR (Any Additional Spread Footing, 12' Wide x 6' Long x 2 Thick).....	<u>\$4,770 / Any Additional Spread Footings</u>

SPECIAL NOTE: SKYLINE STEEL INC. WILL NOT BE HELD ACCOUNTABLE FOR ANY DAMAGE TO UNMARKED UNDERGROUND UTILITIES, INCLUDING BUT NOT LIMITED TO ELECTRICAL, GAS, WATER, SEWER, IRRIGATION, FIBER OPTICS TELEVISION, ECT., WHILE DRILLING PIER FOOTINGS OR, OR DIGGING OUT SPREAD FOOTINGS.

SPECIAL NOTE: BUYER TO SUPPLY TWO (2) SITE PIANS (ACCEPTABLE FOR ISSUANCE OF PERMITS), PER CITY IN AUTHORITY REQUIREMENTS.

CARPORT SHADE, "Structure Information for Fabrication and Installation at 27' O/C

Line Item	Canopy #	Type of Structure	Clear Height	Structure Length	Structure Width	Square Feet	# of CPU'S per Canopy	# of Lines Of Purlins	# of Columns & Beams	Column Type	Beam Type
1		STRAIGHT BEAM FULL CANTILEVERED 1/4" ON 12" SLOPE	7'-0" Min / 8'-2" Max per ADA	45 FT	19 FT	848 SQ/FT	5 CPUs	5 LINES	2 COLUMNS & BEAMS	W12x45x13.33'	W12x35x20'
2		STRAIGHT BEAM FULL CANTILEVERED 1/4" ON 12" SLOPE	7'-0" Min / 8'-2" Max per ADA	74 FT	19 FT	1412 SQ/FT	9 CPUs	5 LINES	4 COLUMNS & BEAMS	W12x45x13.33'	W12x35x20'
			7'-0" Min / 8'-2" Max per ADA	119 FT		2260 SQ/FT	14 CPUs	5 LINES	6 Columns, 27' On Center		

1.2A BASE PRICE FABRICATE AND INSTALL

of Drilled Footings: (6 Columns, 27' On Center) 24 IN DIAMETER at required depth drilled footings is equal to the Number of Columns and Beams.

Purlin LF: (595) LF 10 X 2-1/2 x 14ga & 12ga., Black, Purlin Support.

Included Stamped AZ Engineering and Calcs.

Paint: One coat Red or Gray Rust Inhibitive Primer, or the customer has the option to choose a color. The Price may be increased due to the choice in color or the amount of coats necessary for color to apply. Anything greater than 2-3 mils in thickness of paint will be considered an increased in the numbers of coatings.

STANDARD QUALIFICATIONS AND EXCLUSIONS

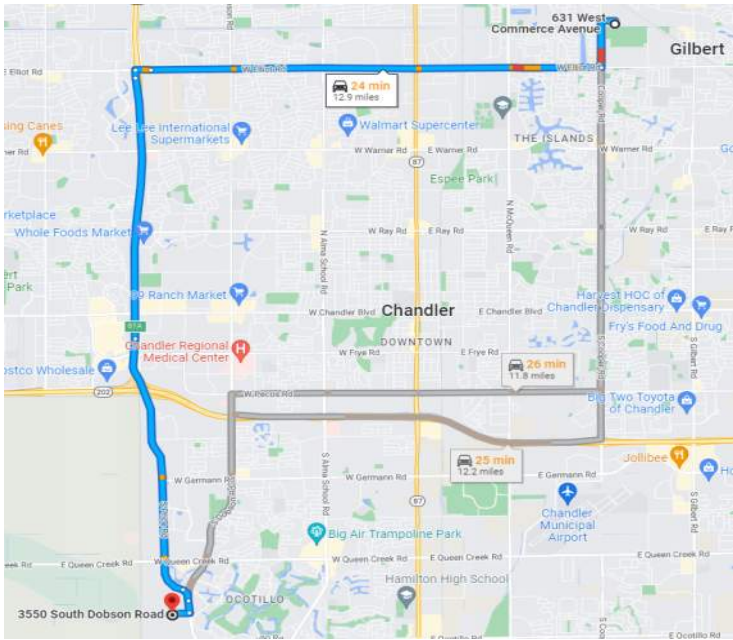
- ¹ **THIS PROPOSAL INCLUDES:** all materials for, **(90) SPACES, (45) COLUMNS, BEAMS, and FOOTINGS for (16) INDEPENDENT STRUCTURES** to be preformed in **ONE PHASE/MOBILIZATION, ADD \$1,000** for each extra **PHASE MOBILIZATION**. All carport footings to be installed after asphalt, in asphalt area of parking lot a **MINIMUM OF 3 DAYS** after asphalt is complete. Also includes **FREIGHT, ENGINEERING** for structures (acceptable for issuance of **PERMITS**), **FABRICATION, ERECTION, EXCAVATED MATERIAL** removed to **ON-SITE LOCATION** (**ADDITIONAL FEE** for **OFF-SITE REMOVAL**), site broom swept clean. All structural members to receive **ONE COAT OF OIL-BASED PRIMER** field applied to structure before decking to serve function as **RUST INHIBITIVE COATING** protecting steel from outdoor elements, color to be **PER BUYER**. Roofing to be **WHITE OR TAN 29gauge RETRO RIB**. THIS PROPOSAL reflects 9 wide, 19 deep by 7'-0" Min / 8'-2" Max per ADA clear approximate spaces/stalls. Price for field installation is per OSHA Subpart "R", if OSHA Subpart "M" is required and does not include Subpart "R" add a minimum \$500.00 or \$30 per space to meet this requirement.
- ² **THIS PROPOSAL DOES NOT INCLUDE, AND ANY ITEM NOT SPECIFICALLY INCLUDED IS SPECIFICALLY EXCLUDED:** **PREVAILING WAGES, bonds, sales tax, additional insurance, specific insurance requirements above general liability, PROFESSIONAL LIABILITY INSURANCE, PERMITS, site plan amendments, special inspections, soil fees, sono tube, gutters, down spouts, reglets, flashing, seal tape for roof deck to weather-proof or water-tight roof system (carport intent is to provide sun protection, shade and shelter),** fascia, gloss or semi-gloss finish paint, shop applied primer, painting after hours (i.e. night time, Saturday, Sunday or holiday) available at extra charge, barricades or warning devices to segregate work areas for clear access, electrical lighting, asphalt cutting or patching of caisson footings. An additional \$40/footing will be charged for asphalt cutting or patching with a \$250 **minimum**. An additional \$50/footing for drilling behind (landscape side) of curb or before asphalt with a \$250 **minimum**. **SPECIFICALLY EXCLUDES POWER WASHING OR SWEEPING OF ASPHALT.**
- ³ Buyer to supply two (2) site plans, (acceptable for issuance of permits), per city in authority requirements.
- ⁴ "Skyline Steel Inc. reserves the right to retain ownership of its structural plans and calculations and only provides a nonexclusive license to use these plans and calculations on this project. Under no circumstance shall any person or entity be permitted to use these plans and calculations on any other project or for any other purpose."
- ⁴ "Engineering is based on soil conditions with a minimum of 1500# soil bearing and 400# passive pressure values free of obstructions, rock, or caliche. If a spread footing is required due to obstructions and or adverse soil conditions, see associated cost for the first two spread footings, and associated cost for any additional spread footings, in **SECTION 1.3 ABOVE**." & "Skyline Steel, Inc. will take responsibility to have public utilities blue staked. Buyer to assume all liability for damage to private underground facilities and is
- ⁵ **Skyline Steel, Inc. reserves the right to retain ownership of these drawings and its calculation packages in the event that Skyline Steel Inc. is not selected to be the supplier, fabricator and. Or erector. Under no circumstances will any other contractor other than Skyline Steel Inc. be permitted to use Skyline Steel Inc.'s drawings for fabrication, erection or any other purpose.**
- ⁶ Excavation of caisson footings to be performed by Skyline Steel's medium duty highway drill. Excavation time is based on 3 to 4 holes per hour. Lay-out of footings must be accepted by buyer or contractor, SSI not responsible for stand-by time associated with lay-out approval. Buyer agrees to pay for extra drilling time or rental of heavier drilling equipment necessary to deal with adverse drilling conditions, i.e. **bard rock, caliche, various unforeseen underground obstructions or any soil condition undiggable with Skyline Steel's equipment** that will require either rental of bigger drill or horizontal spread footing. (SSI will decide what is undiggable). **SKYLINE SOLAR INC. WILL NOT BE HELD ACCOUNTABLE FOR ANY DAMAGE TO UNMARKED UNDERGROUND UTILITIES, INCLUDING BUT NOT LIMITED TO ELECTRICAL, GAS, WATER, SEWER, IRRIGATION, FIBER OPTICS TELEVISION, ECT., WHILE DRILLING PIER FOOTINGS OR, OR DIGGING OUT SPREAD FOOTINGS.**
- ⁷ The following options will be negotiated when encountering undiggable soil conditions. A.) Horizontal spread footings and the cost associated the first two spread footing, and cost associated with any additional spread footings, **SEE ADDITIONAL COST IN SECTION 1.3 ABOVE**. B.) Excess drilling by Skyline Steel, Inc. at \$350 per hour or larger
- ⁸ Buyer is responsible for extra concrete, excavation time and spoils removal to deal with oversized holes caused by soil conditions of sand, soil collapse, cave-in, gravel, or rock bail-out as footing increases in depth.
- ⁹ Proposal good for 7 days.
- ¹⁰ At the moment the proposal is signed and becomes a project the price is good for 30 days from acceptance to release to fabrication, in the event 30 days has passed Skyline Steel has the right to reprice.
- ¹¹ Buyer agrees to pay seller's cost of collection for any overdue invoices, including reasonable attorney's fees. Past due accounts will be charged with interest of 1.5% per month, 18% annum.
- ¹² It is understood that time is of the essence. Buyer accepts responsibility to have clear access and a segregated work area provided to the erector or driller to proceed in an orderly and speedy manner. Buyer will notify all other trades, residents, and tenants as to schedule. If barricades and schedule notices become the burden of Skyline Steel, Buyer agrees to pay for all costs necessary to do so. It is agreed that if after the first on-site mobilization, vehicles and work area has not been properly cleared by the buyer or others responsible. SSI reserves the right to clear the area by tow-truck or by whatever methods necessary in which all costs will be born by the buyer or others responsible. All material once delivered and stored on the property, or designated area for project, are considered property of the buyer and become the responsibility and liability of the buyer in case of damage or theft by others. Any security measure needed to be taken by Skyline Steel to prevent theft or damage to materials delivered on-site or equipment kept on site for performance will be an extra cost above the original contract price unless otherwise agreed upon.

- 13 1) 10% to start and release engineering and create fabrication drawings. 2) 30% to procure steel. 3) 25% to ship fabricated steel FOB jobsite. 4) balance would be either monthly progress billings for field erection less 5% retention in which once 50% of the project is erected would be release 14 calendar days later and the balance invoiced upon completion with retention released 30 calendar days after receipt of invoice and approval.

SKYLINE STEEL, INC
Date: Wednesday, November 23, 2022
By:
Print Name: Rick Dancer
Title: Owner/President

CALIENTE CONSTRUCTION INC
Date:
By:
Print Name:
Title:

Specialists in covered parking, carport repair, steel buildings, fabrication, and erection of structural steel.



2 STANDARD QUALIFICATIONS AND EXCLUSIONS

2.1 STANDARD QUALIFICATIONS

<u>2.1.1.</u>	<u>FREE ACCESS AND ONE PHASE ASSUMED.</u>
<u>2.1.2</u>	<u>ONE MOBILIZATION PER CONTRACT ASSUMED.</u>
<u>2.1.3</u>	<u>SKYLINE STEEL IS NOT RESPONSIBLE FOR DAMAGES TO UNMARKED UNDERGROUND UTILITY LINES INCLUDING BUT NOT LIMITED TO ELECTRICAL, GAS, WATER, SEWER, IRRIGATION, FIBER OPTICS, TELEVISION, ETC. WHILE USA WILL BE CALLED OUT ON EVERY PROJECT, SOME SITES MAY NOT BE ACCESSIBLE IN WHICH CASE IT WILL BE THE OWNER'S RESPONSIBILITY TO A THIRD PARTY FOR UTILITY MARK OUT.</u>
<u>2.1.4</u>	<u>SITE PLANS ARE THE RESPONSIBILITY OF THE CUSTOMER, TO PROVIDE TO SKYLINE.</u>
<u>2.1.5</u>	<u>PROMPT PAY LAWS SUPERCEED ANY OTHER PAYMENT TERMS.</u>
<u>2.1.6</u>	<u>AFTER (30 DAYS) FROM RECEIPT OF MATERIAL, MATERIAL WILL BE CONSIDERED STORED MATERIAL AND A \$200 PER TON STORAGE FEE WILL ACCRUE PER MONTH FOR STORAGE. PAYMENTS DUE AND UNPAID UNDER THIS SUBCONTRACT SHALL BEAR INTEREST FROM THE DATE PAYMENT IS DUE AT SUCH RATE AS 1.5% A MONTH ON UNPAID PAST DUE PAYMENTS (INVOICES), UNTIL PAYMENTS ARE CURRENT OR PAID.</u>
<u>2.1.7</u>	<u>(1) YEAR WARRANTY MATERIAL AND WORKMANSHIP.</u>

2.2 EXCLUSIONS **UNLESS** LISTED IN SECTION 1 AS AN INCLUSION

<u>2.2.1</u>	<u>AESS STRUCTURAL STEEL.</u>
<u>2.2.2</u>	<u>NIGHT TIME, SATURDAY, SUNDAY, OR HOLIDAY.)</u>
<u>2.2.3</u>	<u>ALL STATE, CITY AND LOCAL SALES TAX.</u>
<u>2.2.4</u>	<u>ANY ITEM NOT SPECIFICALLY INCLUDED IS SPECIFICALLY EXCLUDED.</u>
<u>2.2.5</u>	<u>ANY SACK FINISH TO EXPOSED PIERS.</u>
<u>2.2.6</u>	<u>ARCHITECTURAL METAL BUILDING PANELS.</u>
<u>2.2.7</u>	<u>ASPHALT CUTTING.</u>
<u>2.2.8</u>	<u>ASPHALT PATCHING.</u>
<u>2.2.9</u>	<u>BARRICADES OR WARNING DEVICES TO SEGREGATE WORK AREAS FOR CLEAR ACCESS.</u>
<u>2.2.10</u>	<u>BONDS.</u>
<u>2.2.11</u>	<u>CHAIN LINK FENCING AND ACCESSORIES.</u>
<u>2.2.12</u>	<u>CLAMP INSTALLATION.</u>
<u>2.2.13</u>	<u>CONCRETE VIBRATOR.</u>
<u>2.2.14</u>	<u>CORE DRILLING.</u>
<u>2.2.15</u>	<u>COST OF OUTSIDE TESTS AND INSPECTIONS, SPECIAL INSPECTION,</u>
<u>2.2.16</u>	<u>CRANE TO HOIST MATERIAL TO TOP OF PARKING GARAGE ONLY, NOT FOR SETTING OF MATERIAL.</u>
<u>2.2.17</u>	<u>CUTTING OF DECK AT MECHANICAL OPENINGS.</u>
<u>2.2.18</u>	<u>DEMOLITION OF ANY KIND OR REMOVAL, UNLESS OTHERWISE NOTED.</u>
<u>2.2.19</u>	<u>DEWATERING OF FOUNDATIONS.</u>
<u>2.2.20</u>	<u>DRYPACK.</u>
<u>2.2.21</u>	<u>END CLAMPS.</u>
<u>2.2.22</u>	<u>EPOXY.</u>
<u>2.2.24</u>	<u>EXCLUDES ANY CONCRETE WORK THAT BECOMES NECESSARY OUTSIDE OF PLANNED AND ENGINEERING PIER</u>
<u>2.2.25</u>	<u>OR SPREAD FOOTINGS, VALLEY GUTTER, CURBS, EXPOSED PIERS HIGHER OR LOWER IN ELEVATION.</u>
<u>2.2.26</u>	<u>EXCLUDES ANY EXCAVATIONS, PIER, AND OR SPREAD FOOTINGS THAT LAYOUT REQUIRES TO BE BEHIND THE CURB,</u>
<u>2.2.27</u>	<u>IN LANDSCAPE, OR PLANTER CONDITIONS. SKYLINE SOLAR, INC. RESERVES THE RIGHT AND OPTION TO PRICE</u>
<u>2.2.28</u>	<u>ACCORDINGLY, AS A CHANGED CONDITION, IF THIS IS REQUIRED.ONCE DISCOVERED.</u>
<u>2.2.29</u>	<u>EXPOSED PIERS.</u>
<u>2.2.30</u>	<u>EXTRA COST ASSOCIATED WITH ROCKY, CAVING OR SATURATED SOILS, UNLESS OTHERWISE NOTED.</u>
<u>2.2.31</u>	<u>FIELD CUTTING OR WELDING FOR OTHER TRADES.</u>
<u>2.2.32</u>	<u>FINISH PAINT.</u>
<u>2.2.33</u>	<u>FOOTING VACUUMING.</u>
<u>2.2.34</u>	<u>GENERAL CONDITIONS.</u>
<u>2.2.35</u>	<u>GLOSS OR SEMI GLOSS FINISH PAINT, TOUCH-UP-PAINT.</u>
<u>2.2.36</u>	<u>GUTTERS, DOWN SPOUTS REGLETS, FLASHING, OR FASCIA.</u>
<u>2.2.37</u>	<u>HAND DIGGING FOOTINGS.</u>
<u>2.2.38</u>	<u>HARD DIG.</u>
<u>2.2.39</u>	<u>HOISTING FOR OTHER TRADES.</u>
<u>2.2.40</u>	<u>HOT DIPPED GALVANIZING OF COLUMNS AND BEAMS ONLY UNLESS.</u>
<u>2.2.41</u>	<u>ITEMS NOT SHOWN ON STRUCTURAL OR ARCHITECTURAL DRAWINGS.</u>
<u>2.2.41</u>	<u>ITEMS NOT SHOWN ON SITE LAYOUT.</u>
<u>2.2.42</u>	<u>ITEMS NOT IDENTIFIED ON DRAWINGS.</u>
<u>2.2.43</u>	<u>ITEMS CALLED OUT BY OTHERS ON DRAWINGS OR SPECIFICATIONS.</u>
<u>2.2.44</u>	<u>LANDSCAPE.</u>
<u>2.2.45</u>	<u>LANDSCAPE IRRIGATION REMOVAL OR REPAIR.</u>
<u>2.2.46</u>	<u>LIGHTING AND OR ELECTRICAL.</u>
<u>2.2.47</u>	<u>LIQUIDATED DAMAGES.</u>
<u>2.2.48</u>	<u>OVERSIZED HOLES.</u>
<u>2.2.49</u>	<u>OVERTIME WAGES.</u>
<u>2.2.50</u>	<u>PARKING STOP REMOVAL/MANAGEMENT, OR REPLACEMENT.</u>
<u>2.2.51</u>	<u>PAINT EXTERIOR PURLINS.</u>
<u>2.2.52</u>	<u>PERMITS.</u>
<u>2.2.53</u>	<u>PREMIUM WAGES.</u>
<u>2.2.54</u>	<u>PRE-PAINTED PURLINS.</u>
<u>2.2.55</u>	<u>PRE-PUNCHED PURLINS.</u>
<u>2.2.56</u>	<u>PREVAILING WAGES.</u>
<u>2.2.57</u>	<u>PRICE IS GOOD FOR SEVEN DAYS.</u>
<u>2.2.58</u>	<u>PRIVATE LOCATING</u>
<u>2.2.59</u>	<u>PUMP TRUCK TO PUMP CONCRETE.</u>
<u>2.2.60</u>	<u>REBAR CAGES.</u>
<u>2.2.61</u>	<u>REMOVAL OF ASPHALT AND OR CONCRETE.</u>
<u>2.2.62</u>	<u>REMOVAL OF LIGHT POLES, UNLESS OTHERWISE NOTED.</u>
<u>2.2.63</u>	<u>REVISIONS IN FIELD TO ACCOMMODATE ERRORS OF OTHER TRADES.</u>
<u>2.2.64</u>	<u>ROOF DECK, B-DECK OR R PANEL.</u>
<u>2.2.65</u>	<u>SAW CUTTING OF CONCRETE.</u>
<u>2.2.66</u>	<u>SHORING OF ANY KIND.</u>
<u>2.2.67</u>	<u>SITE LAYOUT</u>
<u>2.2.68</u>	<u>SITE PLAN</u>
<u>2.2.69</u>	<u>SOILS COLLAPSE.</u>
<u>2.2.70</u>	<u>SOILS FEES.</u>
<u>2.2.71</u>	<u>SOILS REPORT, (GEOTECH REPORT).</u>
<u>2.2.72</u>	<u>SONO TUBE.</u>
<u>2.2.73</u>	<u>SPECIAL TESTING, SHOP & FIELD</u>
<u>2.2.74</u>	<u>SPECIFICALLY EXCLUDES POWER WASHING, OR POWER SWEEPING OF ASPHALT.</u>
<u>2.2.75</u>	<u>SPOILS REMOVAL.</u>
<u>2.2.76</u>	<u>STEEL PRICE ESCALATIONS.</u>
<u>2.2.77</u>	<u>SUMP PUMP TO DEWATER FOOTINGS.</u>
<u>2.2.79</u>	<u>SURVEY</u>
<u>2.2.80</u>	<u>SUPPORT FOR OTHER TRADES.</u>
<u>2.2.90</u>	<u>TAXES, STATE CITY, OR LOCAL.</u>
<u>2.2.91</u>	<u>TRAFFIC CONTROL.</u>
<u>2.2.91</u>	<u>TREES</u>
<u>2.2.92</u>	<u>TRIM.</u>
<u>2.2.93</u>	<u>TRIMMING OR REMOVAL OF TREES OR SHRUBS.</u>
<u>2.2.94</u>	<u>VARIANCE FEES.</u>
<u>2.2.95</u>	<u>WAVE OUR RIGHT TO LIEN.</u>

3

CONDITIONS AND TERMS OF CONTRACT

3.1

CONDITIONS OF CONTRACT

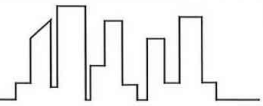
- 3.1.1** THIS PROPOSAL SHALL BECOME A PART OF ANY CONTRACT ENTERED INTO BETWEEN THE BUYER AND SKYLINE SOLAR, A DIVISION OF SKYLINE STEEL INC., IN THE EVENT OF DISCREPANCIES IN WORDING BETWEEN THIS PROPOSAL AND ANY CONTRACT RESULTING WHEREFROM. WORDING OF THIS PROPOSAL SHALL GOVERN.
- 3.1.2** THIS PROPOSAL IS BASED UPON WORK BEING PERFORMED IN A STANDARD 40 HOUR WORK WEEK AND IN ONE CONTINUOUS OPERATION. WE HAVE MADE NO ALLOWANCE FOR OVERTIME PREMIUMS OR ADDITIONAL MOBILIZATIONS.
- 3.1.3** PREVAILING WAGES UNLESS OTHERWISE MENTIONED OR NEGOTIATED HAVE BEEN EXCLUDED.
- 3.1.4** FABRICATION **AND ERECTION** WILL BE DONE IN ACCORDANCE WITH THE AISC CODE OF STANDARD PRACTICE, 13TH EDITION.
- 3.1.5** WE WILL ACCEPT NO BACKCHARGES UNLESS OTHERWISE MENTIONED OR NEGOTIATED HAVE BEEN EXCLUDED.
- 3.1.6** CUSTOMER MAY ACCEPT THIS OFFER BY BOTH SIGNING AND RETURNING THE PROPOSAL PAGE OR BY SENDING A CONTRACT REFERRING ALL DOCUMENTS INCLUDED IN SKYLINE SOLAR PROPOSAL. BY ACCEPTING THIS PROPOSAL THE CUSTOMER AGREES TO THE QUALIFICATIONS, TERMS AND CONDITIONS SET OUT IN THIS DOCUMENT. IF CUSTOMER USES ITS CONTRACT, THE TERMS OF THIS PROPOSAL WILL PREVAIL OVER ANY ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER CONTRACT.
- 3.1.7** PROJECT IS SUBJECT TO PRICING REVIEW IF NOTICE TO PROCEED HAS NOT BEEN RECEIVED WITHIN (7) DAYS OF CONTRACT ISSUANCE. STEEL PRICES ARE CONSTANTLY FLUCTUATING AND SKYLINE SOLAR A DIVISION OF SKYLINE STEEL CANNOT BE HELD RESPONSIBLE FOR THESE CHANGES.
- 3.1.8** ALL ADDITIONS ABOVE AND BEYOND THE AGREED UPON CONTRACT VALUE AND ORIGINAL SCOPE OF WORK SHALL BE ADJUSTED WITH A 10% OVERHEAD AND 10% PROFIT.
- 3.1.9** SKYLINE SOLAR A DIVISION OF SKYLINE STEEL WILL DO IT BEST TO HELP THE CUSTOMER WITH PROPER COLUMN LAYOUT AND CANOPY SIZING FOR SPECIFIC SOLAR PANELS. HOWEVER SKYLINE SOLAR IS NOT QUALIFIED AND CANNOT BE HELD RESPONSIBLE FOR FINAL DIMENSIONS FOR PHOTOVOLTAIC PANEL ATTACHMENT. CUSTOMER MUST COMPLETE IT'S DUE DILIGENCE IN DETERMINING PANEL GAPS AND OVERALL DIMENSION. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR ACCURACY.
- 3.1.10** FOR CANOPIES IN DIRT OR GRASS THE FOLLOWING PROCEDURE WILL BE FOLLOWED: 6" TO 12" TALL PIECE OF SONOTUBE WILL BE USED AT THE TOP OF THE FOUNDATION. TO KEEP CONCRETE ABOVE GRADE, WITH AN ADDITIONAL COST FOR EACH 6" TO 12" EXPOSED PIER, \$250.00 EA. EXCLUDES: ANY KIND OF FINISH TO CONCRETE. ALSO ANY KIND OF SACK FINISH.
- 3.1.11** THE CUSTOMER SHALL ASSUME ALL MONETARY AND LEGAL RISK IF THE CUSTOMER DESIRES TO PROCURE MATERIAL BEFORE PERMITS HAVE BEEN RECEIVED FROM THE APPROPRIATE GOVERNING AUTHORITY AND WRITTEN DIRECTION WILL BE REQUIRED.
- 3.1.12** IF FOR ANY REASON BEYOND SKYLINE SOLAR A DIVISION OF SKYLINE STEEL CONTROL, CONCRETE CANNOT BE PLACED IN A FOOTING, THE HOLE WILL BE BARRICADED. PURCHASER WILL HOLD SKYLINE SOLAR A DIVISION OF SKYLINE STEEL FREE FROM ALL LIABILITY AND EXPOSURE FROM INJURY, DAMAGE, LOSS CLAIMS OR ANY ADDITIONAL COST UNTIL CONCRETE CAN BE PLACED IN FOOTINGS.
- 3.1.13** PAINT OPTION, SKYLINE SOLAR A DIVISION OF SKYLINE STEEL'S STANDARD PAINTING PROCEDURE IS TO CLEAN THE STEEL PER SSPC-SP2 HAND TOOL CLEANING, AND APPLY ONE COAT OF TINTED RUST INHIBITIVE PRIMER TO COLUMNS AND BEAMS ONLY.
- 3.1.14** PANEL INSTALL. PRICE EXCLUDES TRANSPORT AND/OR OFF-LOADING OF PANELS. COST OF A DUMPSTER WILL BE BY OTHERS. PRICE INCLUDES TRASH DISPOSAL TO A DUMPSTER PROVIDED BY OTHERS. SKYLINE SOLAR A DIVISION OF SKYLINE STEEL RECOMMENDS THAT ADDITIONAL SOLAR PANELS ABOVE THE AMOUNT REQUIRED FOR THE PROJECT BE PROVIDED FOR THE INSTALL TO AVOID DELAYS. NOTED DELAYS WILL INCUR ADDITIONAL COSTING ABOVE AND BEYOND THE AGREED CONTRACT PRICING. (AS STATED IN LINE 8).
- 3.1.15** SKYLINE STEEL, INC., WILL NOT BE RESPONSIBLE FOR ANY MARKING ON CONCRETE OR ASPHALT, DUE TO EQUIPMENT OPERATION.
- 3.1.16** SKYLINE STEEL, INC., WILL NEED A STAGING AREA TO OFF LOAD AND COORDINATE EQUIPMENT AND OR MATERIAL ONCE DELIVERED TO THE JOB SITE.
- 3.1.17** SKYLINE STEEL, INC., WILL NOT BE RESPONSIBLE FOR SECURITY OF EQUIPMENT OR MATERIAL ONCE DELIVERED TO THE JOB SITE.
- 3.1.18** SKYLINE STEEL, INC., WILL NOT BE RESPONSIBLE FOR CONTROLLED ACCESS TO THE JOB SITE AT ANY TIME.
- 3.1.19** TRAFFIC BARRICADES AND TRAFFIC CONTROL SHALL BE SUPPLIED AND MAINTAINED BY THE GENERAL CONTRACTOR.
- 3.1.20** ALL TRASH CONTAINMENT AND REMOVAL, DUST CONTROL AND SANITARY FACILITIES ARE TO BE BY OTHERS AT NO COST TO SKYLINE SOLAR.
- 3.1.21** EXTRAS DUE TO REPAIRING DAMAGE OR MISTAKES OF OTHER TRADES WILL NOT BE PERFORMED BY SKYLINE SOLAR, UNLESS A FORMAL CHANGE ORDER IS GIVEN TO SKYLINE SOLAR ON YOUR LETTER HEAD, AND WE CAN BILL FOR THIS WORK UPON COMPLETION, AND SKYLINE SOLAR, CAN RECEIVE PAYMENT WITHIN 30 DAYS, NO HOLDBACK, OTHERWISE THE RESPONSIBLE TRADE CAN REPAIR THEIR OWN DAMAGE.
- 3.1.22** SKYLINE CHANGE ORDERS WILL BE AT A RATE OF \$125.00 PER MAN HR. PLUS ANY MATERIAL AND/OR EQUIPMENT, ASSOCIATED WITH THE CHANGE ORDER. PLUS A 10% OVERHEAD AND 10% PROFIT WILL APPLY.
- 3.1.23** AT THE MOMENT THE PROPOSAL IS SIGNED AND BECOMES A PROJECT THE PRICE IS GOOD FOR 30 DAYS FROM ACCEPTANCE TO RELEASE TO FABRICATION, IN THE EVENT 30 DAYS HAS PASSED SKYLINE STEEL HAS THE RIGHT TO REPRICE.

3.2

TERMS OF CONTRACT

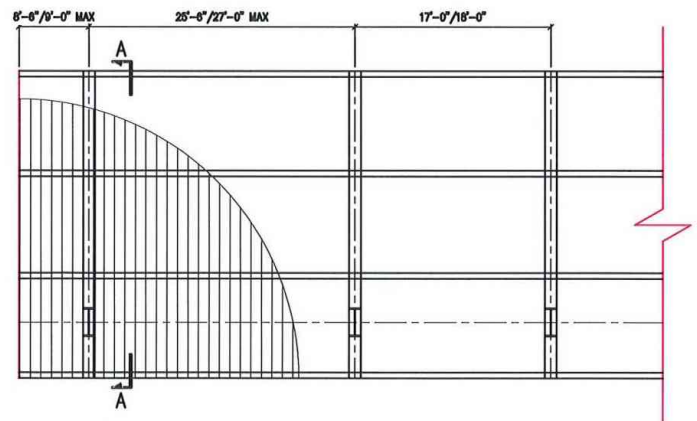
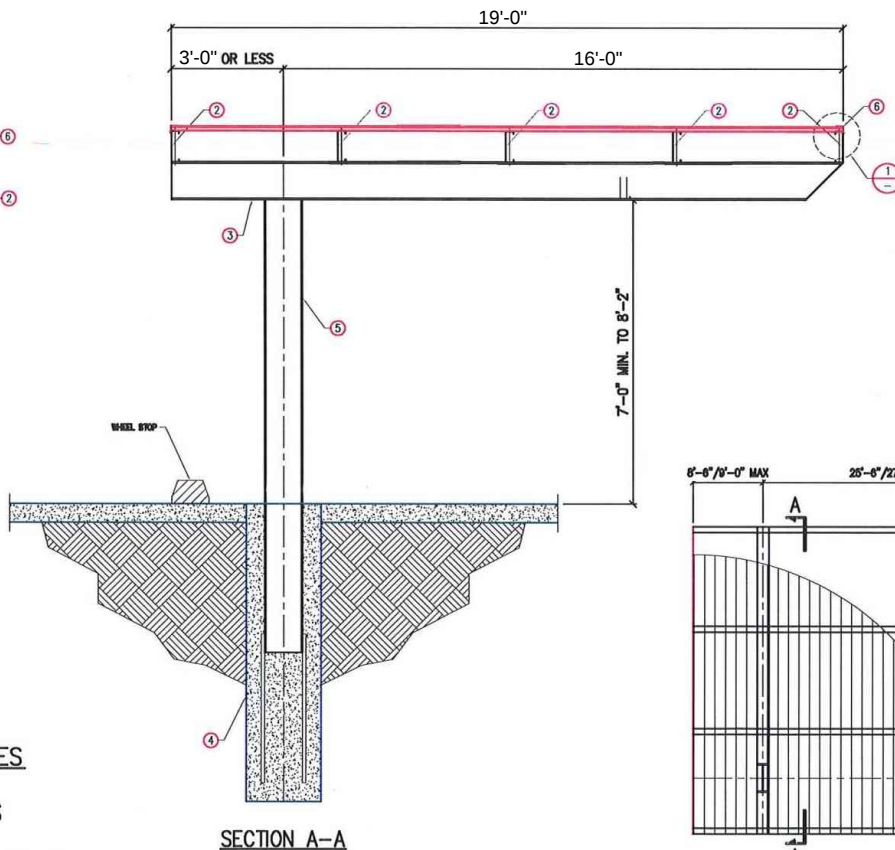
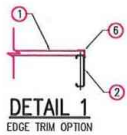
- 3.2.1** THE ABOVE INCLUDES: all materials for (2260.43 SF), (6) columns, beams, and footings, (2) independent structures.
- 3.2.2** to be performed in ONE phase/mobilization. ADD: \$5,000.00 for each extra phase/mobilization. All airport footings to be installed after asphalt, in asphalt area of parking lot a minimum of 3 days after asphalt is complete. Also includes freight.
- 3.2.2** THE ABOVE DOES NOT INCLUDE: bonds, sales tax, additional insurance, specific insurance requirements above general liability, variance fee, permits, site plan amendments, special inspections, PUMP TRUCK TO PUMP CONCRETE WHERE REQUIRED, AESS, Structural Steel, soil fees, sonotube, roof deck, trim, gutters, down spouts, reglets, flashing, fascia, gloss or semi gloss finish paint, touch-up paint, painted purlins, paint exterior purlins painting after hours (i.e. night time, Saturday, Sunday or holiday) HOT DIP GALVANIZING OF COLUMNS & BEAMS, prevailing wages or premium / overtime wages, Parking Stop Removal/ Management, traffic control available at extra charge, barricades or warning devices to segregate work areas for clear access, electrical lighting, asphalt cutting or patching of caisson footings. An additional \$100/footing will be charged for asphalt cutting or patching with a \$300 minimum. An additional \$50/footing for drilling behind (landscape side) of curb or before asphalt with a \$300 minimum. SPECIFICALLY EXCLUDES POWER WASHING OR POWER SWEEPING OF ASPHALT.
- 3.2.3** FOOTINGS TO BE INSTALLED AFTER BLACK TOP.
- 3.2.4** Engineering is based on soil conditions with a minimum of 1500# soil bearing and 400# passive pressure values free of obstructions, rock, or caleche. Buyer is obligated to provide Installer and Seller a (Geotech) or soil report for the work site, prior to beginning the engineering and design work. If a spread footing is required due to obstructions and/ or adverse soil conditions, Buyer see above in section 1.3 for cost of each additional spread footing, spread footing cost may vary due to profile of canopy. Installer will take responsibility to have public utilities marked or blue staked. Buyer must arrange for public and private utilities at the worksite to be located and marked prior to the engineering and design work begins, and Buyer may need to repeat the locating and markings of the utilities just before the field construction work begins. Buyer to assume all liability for damage to private underground facilities and is responsible to have all private lines marked. Installer is only responsible for public utility line damages for lines marked where holes are less than two feet of either side of marking. Installer will notify buyer 24 hours in advance of drilling schedule.
- 3.2.5** Skyline Steel, Inc. reserves the right to retain ownership of these drawings and its calculation packages in the event that Skyline Steel Inc. is not selected to be the supplier, fabricator and. Or erector. Under no circumstances will any other contractor other than Skyline Steel Inc. be permitted to use Skyline Steel Inc.'s drawings for fabrication, erection or any other purpose.
- 3.2.6** Approval of layout must be accepted by buyer or contractor. Upon signing the final contract, acceptance of the LAYOUT is deemed to have been made. Any and all redesign changes will have to be mutually agreed to with a signed CHANGE ORDER. SSI not responsible for stand-by time associated with layout approval.
- 3.2.7** Excavation of caisson footings to be performed by Skyline Steel's medium duty highway pressure drill. Excavation time is based on a 24" Dia. Holes 2' LF in Depth in (ONE) minute. Buyer agrees to pay for extra drilling time or rental of heavier drilling equipment necessary to deal with adverse drilling conditions, i.e. hard rock, caleche, various unforeseen underground obstructions or any soil condition undiggable with Skyline Steel's equipment that will require either rental of bigger drill or horizontal spread footing. (SSI will decide what is undiggable). SKYLINE SOLAR INC. WILL NOT BE HELD ACCOUNTABLE FOR ANY DAMAGE TO UNMARKED UNDERGROUND UTILITIES, INCLUDING BUT NOT LIMITED TO ELECTRICAL, GAS, WATER, SEWER, IRRIGATION, FIBER OPTICS, TELEVISION, ECT., WHILE DRILLING PIER FOOTINGS OR, OR DIGGING OUT SPREAD FOOTINGS.
- 3.2.8** The following options will be negotiated when encountering undiggable soil conditions. A.) Horizontal spread footings \$4,000 for each additional spread footing). B.) Excess drilling by Skyline Steel, Inc. at \$650 per hour or larger digger at \$800 to \$1,000 per hour. Buyer selects options and agrees to pay extra charges. SKYLINE STEEL, INC. WILL NOT BE RESPONSIBLE FOR THE REMOVAL OF ENVIRONMENTALLY CONTAMINATED SPOILS.
- 3.2.9** Buyer is responsible for extra concrete, excavation time and spoils removal to deal with oversized holes caused by soil conditions of sand, soil collapse, cave-in, gravel, or rock ball-out as footing increases in depth.
- 3.2.10** Proposal good for 7 days.
- 3.2.11** Skyline Steel INC. will not begin Procurement/Fabrication without a copy of the permitted design drawings, OR A FULL RELEASE TO ORDER/FABRICATE AT CUSTOMER RISK
- 3.2.12** Buyer agrees to pay seller's cost of collection for any overdue invoices, including reasonable attorney's fees. Past due accounts will be charged with interest of 1.5% per month, 18% annum.
- 3.2.13** It is understood that time is of the essence. Buyer accepts responsibility to have clear access and a segregated work area provided to the erector or driller to proceed in an orderly and speedy manner. Buyer will notify all other trades, residents, and tenants as to schedule. If barricades and schedule notices become the burden of Skyline Steel, Buyer agrees to pay for all costs necessary to do so. It is agreed that if after the first on-site mobilization, vehicles and work area has not been properly cleared by the buyer or others responsible, SSI reserves the right to clear the area by tow-truck or by whatever methods necessary in which all costs will be born by the buyer or others responsible. All material once delivered and stored on the property, or designated area for project, are considered property of the buyer and become the responsibility and liability of the buyer in case of damage or theft by others. Any security measure needed to be taken by Skyline Steel to prevent theft or damage to materials delivered on-site or equipment kept on site for performance will be an extra cost above the original contract price unless otherwise agreed upon.
- 3.2.14** Buyer or contractor agrees and understands that it is not to and not will solicit, approach, steal, prospect for hire or hire any and all Skylines Steel resources which include human resources and employees without the prior knowledge and expressed written permission of Rick Dancer, President of SSI in advance and in the event that there is a violation of this agreement, whether intended or not intended, that SSI has full rights and claims for damages for no less than \$200,000 for each violation.
- 3.2.15** Estimate is based upon non restrictive work hours, which is six days a week. Six days a week refers to the following six days: Monday, Tuesday, Wednesday, Thursday, Friday and Saturday.
- 3.2.16** Freight estimate is based upon a 44,000lb load. If for any reason the truck has to divide its load into separate weights to be able to cross a bridge or certain highway there will be an additional charge.
- 3.2.17** Columns located in landscaping will be required to have a low profile pier due to rusting conditions. Price is in additional options, but if not listed it will be up to Skyline Steel to determine the price of a low profile pier. If the option is not selected ahead of time by the customer, the customer will be provided with a Change Order for each column located in landscaping, such as dirt, gravel, grass or anything that is not located in asphalt or concrete.
- 3.2.18** If this contract is not signed and returned, with no other contract being sent over for Skyline Steel to sign this contract is not binding. If this contract is not signed, but a different contract is sent over from the contractor to the subcontractor "Skyline Steel" which is signed by both parties, this is an acknowledgement that the contract sent over from the contractor to Skyline Steel is considered a Second level contract, in that the first level contract that will supersede all contracts will be the unsigned but, acknowledged contract from Skyline Steel to Contractor for work to be done, making the unsigned contract from Skyline Steel at the superseding binding contract for work to be done on the project listed on this contract. If the contract from Skyline Steel is signed and returned to Skyline Steel this will make this a binding contract.

Skyline Steel, Inc.



631 W. Commerce Ave. Gilbert, AZ 85233
480/926-0122 FAX: 480/926-9178
Lic. No. 085457

19'-WF STRAIGHT BEAM FULL CANTILEVER



PARTIAL ROOF FRAMING PLAN

KEYNOTES

1. DECK
2. PURLINS
3. BEAMS
4. POLE FOOTING
5. COLUMNS
6. EDGE TRIM (OPTIONAL)



Standard Straight Beam Full Cantilevered



Standard Straight Beam Full Cantilevered

Caliente Construction Inc.

General Construction - Construction Management - Design/Build - Facilities Management

City of Chandler - Chandler PSTC Fitness & Parking Canopies (PD1302.404)



BID PACKAGE: Bird Control
 BID DATE: R2 1/5/2023
 RFI(s): 0
 ADDENDUM(S): 0

BID TALLY SHEET

	SUB 1	SUB 2	SUB 3	SUB 4	SELECTED SUB
DESCRIPTION	Southwest Avian Solutions	United Bird & Bat Control			Southwest Avian Solutions
BASE BID	\$ 6,145.60	\$ 10,200.00			
<u>Bird Control</u>					
Bird Spikes	X				
Spinners (2)	X				
Complete Netting Install		X			
SALES TAX	\$ -	\$ -	\$ -	\$ -	
TEXTURA	\$ 14.30	\$ 22.44	\$ -	\$ -	
SUBCONTRACTOR BID	\$ 6,145.60	\$ 10,200.00	\$ -	\$ -	
ADD-ONS	\$ 14.30	\$ 22.44	\$ -	\$ -	
TOTAL BID	\$ 6,159.90	\$ 10,222.44	\$ -	\$ -	\$ 6,159.90

MARK-UPS:					
Mark-up on Change Orders					
ALTERNATES					
1					
2					
3					
SCHEDULE PROVIDED:					
TOTAL BID	\$ 6,159.90	\$ 10,222.44	\$ -	\$ -	\$ 6,159.90



#1 Tenant Improvement Contractor in Arizona 2016, 2017, 2018 & #1 General Contractor in Arizona 2017, 2018, 2019
 2018 Tempe Business Excellence Award Winner
 485 W. Vaughn Street, Tempe, AZ 85283 / Phone: (480) 804-5930 / Fax: (480) 548-4971
 AZ ROC0091629 - AZ ROC0095769 - AZ ROC184561 - CA 770223 - UT 4741522-850
 ID PCE-28529 - NM 85371 - CO 233580 - MT 159837 - OR 218926 - WA 804-190-884

"We build more than structures; we build confidence and relationships that last"





HUMANE SOLUTIONS & GUARANTEED RESULTS

Email: SwAvianSolutions@cox.net www.PigeonControlPhoenixAz.com
Call 602. 942. 6550 or 480. 969. 2337

11/22/2022

Caliente Construction Inc

Re: COC JOC PSTC Fitness & Parking Canopies
Bird Control Devices
BUDGET PROPOSAL

Per your drawings, primarily A-111 and your specs indicated on A-303. Three canopies A,B,C

Approximately 770 linear feet of bird spike total and 2 spinners (spinners on Canopy C)

Two men two days for install

We are a service contractor and pay sales tax at time of purchase of materials. These are stock items for us. Sales tax that we would be paying is included in this price and we estimate that to be approximately \$340.10 on \$3657.00 material.

Textura fee is included in our price and we are assuming \$14.30.

We have not included a bond price in here as we assume from the size of our part of this project that it would not be required. If you do need a bond, our rate is 3%.

\$6500.00 BUDGET PROPOSAL

COC JOC PSTC Fitness & Parking Canopies (PD1302.404) (Permit Approved Plan Set)

Name	Email	Phone	Cell	Status	Base Bid
02 10 00: Demolition		Lead: Kayla Hauer		Bids Due: Nov 28, 2022 at 10:00 AM MST	
Advanced Demolition, LLC		--		Bid Submitted	
Jerry Chandler	jerry@advanceddemo.net	+1 602-510-3540	+1 602-510-3540	Viewed	
Madean Chandler	maclean@advanceddemo.net	+1 602-509-2589	--	Viewed	
Arizona Specialty Demolition, LLC		+1 602-843-8899		Not Bidding	
Nick Hooey	nick@azspecialtydemo.com	+1 602-349-8159	--	Viewed	
Taylor Collier	taylor@azspecialtydemo.com	+1 602-843-8899	--	Viewed	
Dickens Quality Demo		+1 602-258-8088		Not Bidding	
Craig Kotrys	ckotrys@dickensquality.com	+1 602-258-8088 ext. 219	+1 602-686-0190	Invited	
Craig Snider	csnider@dickensquality.com	+1 602-258-8088 ext. 215	+1 602-361-5173	Viewed	
First Step Demolition		+1 623-248-5000		Bid Submitted	
Carlos Mejia	carlos@firstdemoaz.com	+1 602-248-5000	+1 602-703-1388	Viewed	
Steven Scruggs	steven@firstdemoaz.com	+1 602-561-5556	+1 602-561-5556	Viewed	
05 12 00: Steel and Metal Deck		Lead: Kayla Hauer		Bids Due: Nov 28, 2022 at 10:00 AM MST	
RNR Steel LLC		+1 480-987-1927		Bid Submitted	
Robert VanBeekum	rvanbeekum@msn.com	+1 480-987-1927	+1 480-818-3184	Viewed	

Skyline Steel, Inc.		--		Bid Submitted
David Campbell	dcampbell@skylinesteelincaz.com	--	+1 480-332-4905	Invited
Earl Clark	eclark@skylinesteelincaz.com	+1 480-420-2043	--	Viewed
Estimating Department	itb@skylinesteelincaz.com	+1 480-926-0122	+1 480-332-0248	Invited
Rex Castaneda	rcastaneda@skylinesteelincaz.com	+1 480-420-2044	+1 480-495-2023	Invited
Sunland Welding And Fabrication		--		Bid Submitted
Dylan Smith	dylansmith@sunlandwelding.com	+1 248-505-9617	--	Invited
Joe Hammer	joehammer@sunlandwelding.com	+1 480-717-8079	+1 480-717-8079	Viewed
09 91 00: Painting		Lead: Kayla Hauer		Bids Due: Nov 28, 2022 at 10:00 AM MST
Arizona Professional Painting		+1 602-424-3411		Bid Submitted
Bids APP	bids@azpropaint.com	+1 602-424-3411	--	Viewed
Jessica Santoyo	jessica@azpropaint.com	+1 602-424-3411	--	Viewed
Extreme Drywall Concepts LLC		+1 623-444-6313		Not Bidding
Chuck Pease	chuck@extremedrywallconcepts.com	--	--	Invited
Estimating Department	estimating@extremedrywallconcepts.com	+1 623-444-6313	--	Viewed
Estimating Department	estimating@teamextreme.com	--	--	Invited
Jennie Furlong	jennie@extremedrywallconcepts.com	+1 623-444-6313	--	Viewed
Wall Assemblies LLC		+1 602-687-2685		Not Bidding
Jair "Junior" Viveros	jviveros@wallassemblies.com	+1 602-503-2311	--	Invited
Ken Heximer	kheximer@wallassemblies.com	+1 623-910-7495	--	Invited
10 73 16.13: Parking Canopy		Lead: Kayla Hauer		Bids Due: Nov 28, 2022 at 10:00 AM MST

Gort Metals Corporation		+1 602-243-0291		Bid Submitted
Mary Gort	mary@gortmetals.com	+1 602-243-0291	--	Invited
Richard Lara	richard@gortmetals.com	+1 602-243-0291	+1 602-721-2876	Viewed
john Gort	jgort1@aol.com	+1 602-243-0291	--	Invited
tim gort	tim@gortmetals.com	+1 602-243-0291	--	Invited
Skyline Steel, Inc.		--		Bid Submitted
David Campbell	dcampbell@skylinesteelincaz.com	--	+1 480-332-4905	Invited
Earl Clark	eclark@skylinesteelincaz.com	+1 480-420-2043	--	Invited
Estimating Department	itb@skylinesteelincaz.com	+1 480-926-0122	+1 480-332-0248	Invited
Rex Castaneda	rcastaneda@skylinesteelincaz.com	+1 480-420-2044	+1 480-495-2023	Viewed
073200 073000 074000 075000: Roofing		Lead: Kayla Hauer		Bids Due: Nov 28, 2022 at 10:00 AM MST
Argio Roofing		--		Bid Submitted
Jorge Luquin	jluquin@argioroofing.com	+1 757-977-8088	--	Viewed
Diversified Roofing Corp.		--		Not Bidding
Josh Lanam	josh.lanam@diversifiedroofing.com	+1 602-312-9598	--	Invited
Josh Watson	josh.watson@diversifiedroofing.com	+1 602-870-8233	--	Invited
Gryphon Roofing		+1 480-994-5500		Not Bidding
Russ Hyman	commercial@gryphonaz.com	+1 480-994-5500	--	Invited
Progressive Services, Inc. dba Progressive Roofing		+1 602-278-4900		Bid Submitted
Craig Oberg	craig.oberg@progressiveus.com	+1 602-278-4900	+1 602-750-9718	Viewed
RSM II Commercial Roofing		--		Bid Submitted
Roger Peacock	roger@rsm2roofing.com	+1 480-828-5772	--	Invited

STAR Roofing		+1 602-944-3323		Not Bidding
Estimating Star Roofing	estimating@starroofingaz.com	+1 602-944-3323	--	Viewed
Sprayfoam Southwest, Inc. dba Global Roofing Group f.k.a Roofing Southwest		+1 480-752-8550		Not Bidding
Estimating Department	bidding@roofingsouthwest.com	+1 480-752-8550	+1 480-546-6275	Invited
108113: Bird Control Devices		Lead: Kayla Hauer		Bids Due: Nov 28, 2022 at 10:00 AM MST
Southwest Avian Solutions - Bird Control Specialists		+1 602-942-6550		Bid Submitted
Jeff Kimmich	swaviansolutions@cox.net	+1 602-942-6550	+1 602-292-0375	Viewed
United Bird & Bat Control		+1 480-229-0668		Bid Submitted
Ted Lafforthun	unitedbird@gmail.com	+1 480-229-0668	+1 480-229-0668	Viewed
230000 : Heating, Ventilating, and Air Conditioning (HVAC)		Lead: Kayla Hauer		Bids Due: Nov 28, 2022 at 10:00 AM MST
Futureway Mechanical		--		Not Bidding
Daniel Guzman	daniel@futurewaymechanical.com	+1 480-244-2502	--	Invited
Michael Graham	michael@futurewaymechanical.com	+1 480-219-1026	+1 480-721-1825	Viewed
Pueblo Mechanical & Controls		+1 602-490-3900		Bid Submitted
Oscar Hernandez	oscarh@pueblo-mechanical.com	+1 602-490-3900	--	Viewed
Peter McGrath	peterm@pueblo-mechanical.com	+1 602-616-5328	--	Viewed
SPECTRUM MECHANICAL AND PLUMBING CONTRACTORS		+1 602-944-3999		Not Bidding
--	rwilkerson@spectrumaz.com	--	--	Invited
Spectrum Estimating	estimating@spectrumaz.com	+1 602-944-3999	+1 602-944-3999	Viewed
Tempe Mechanical		--		Not Bidding
Julia Young	julia.young@tempemechanical.net	--	+1 480-287-7028	Viewed

**EXHIBIT B
FEE SCHEDULE**

Caliente Construction Inc.

General Construction - Construction Management - Design/Build - Facilities Management

EXHIBIT "B"

City of Chandler - Chandler PSTC Fitness & Parking Canopies (PD1302.404)

JOB ORDER COST PROPOSAL SUMMARY SHEET

R3 1/19/2023

Negotiated Prices			
Price of Subcontractor(s)		\$	179,826.90
Price of Subconsultant(s)		\$	-
General Conditions		\$	39,700.00
Preconstruction Labor (if applicable)		\$	-
Construction Labor (if applicable)		\$	-
SUBTOTAL (NEGOTIATED PRICES):		\$	219,526.90
Overhead and Profit (Coefficient per Job Order Master Agreement)	8.00%	\$	17,562.15
TOTAL (NEGOTIATED PRICES + OVERHEAD & PROFIT):		\$	237,089.05
Insurance, Bonds, & Taxes			
Sales Tax Percentage (Current Tax Rate)	<i>TPT</i> 5.070%	\$	12,382.52
General Liability Insurance Percentage (Actual Cost per Job Order)	1.00%	\$	2,195.27
Builder's Risk Insurance Percentage (Actual Cost per Job Order)	0.50%	\$	1,097.63
Payment Bond (Actual Cost per Job Order)	1.50%	\$	3,849.21
Performance Bond (Actual Cost per Job Order)	<i>INC</i> 0.00%	\$	-
SUBTOTAL (INSURANCE, BONDS, & TAXES):		\$	19,524.63
COMBINED TOTAL (TOTAL + INSURANCE, BONDS, & TAXES):		\$	256,613.69
City's Allowance		\$	205,476.35
TOTAL JOB ORDER:		\$	462,090.03

Per the Job Order Master Agreement - This Fee Table includes all fees, costs, insurance and bond premiums, allowances, construction contingency, and taxes of any type necessary to fully, properly and timely perform and construct the Work. Also per the Job Order Master Agreement - For any portion of the Work which, either through this Contract, Change Order or otherwise, is performed and paid for on a cost, or time and materials basis, the costs may be reimbursed to JOC Contractor and chargeable against the Contract Price will be determined as set forth in MAG 109.5.



#1 Tenant Improvement Contractor in Arizona 2016, 2017, 2018 & #1 General Contractor in Arizona 2017, 2018, 2019
2016 Tempe Business Excellence Award Winner
485 W. Vaughn Street, Tempe, AZ 85283 / Phone: (480) 894-5600 / Fax: (480) 894-2323
AZ ROC091625 . AZ ROC098789 . AZ ROC164561 . CA 770323 . UT 4741522-550
ID RCE-28529 . NM 85371 . CO 233580 . MT 159637 . OR 218626 . WA 604-190-884

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Caliente Construction Inc.

General Construction - Construction Management - Design/Build - Facilities Management

Project:	City of Chandler - Chandler PSTC Fitness & Parking Canopies (PD1302.404)			100 Building Sq. Ft.
Owner:	City of Chandler - Streets			- Site Sq. Ft.
Architect:	MWL			0.00 Site Acres
Bid Date:	R3 1/19/2023		RFI(s): 00000	
Taxing Jurisdiction:	Chandler		Addenda: 00000	
MRRA or TPT:	TPT Chandler 5.070%		Bid Documents:	Permit Set 09/29/22
DESCRIPTION				TOTALS
DIVISION 1	GENERAL CONDITIONS			\$ 39,700.00
DIVISION 2	EXISTING CONDITIONS			\$ 4,000.00
DIVISION 5	METALS			\$ 64,675.00
DIVISION 7	THERMAL & MOISTURE PROTECTION			\$ 27,900.00
DIVISION 9	FINISHES			\$ 25,567.00
DIVISION 10	SPECIALTIES			\$ 57,684.90
Subtotal of Cost Of Work				\$ 219,526.90
OVERHEAD/PROFIT		8.00%		\$ 17,562.15
GENERAL LIABILITY INSURANCE		1.00%		\$ 2,195.27
BUILDERS RISK INSURANCE		0.50%		\$ 1,097.63
BONDING FEES		1.50%		\$ 3,849.21
TAX	TPT Chandler 5.070%	5.070%		\$ 12,382.52
TOTAL COST				\$ 256,613.69
ALLOWANCES (Based on Subtotal Cost of Work - No Mark-ups Included):				
Owner Allowance		LS		\$ 40,000.00
Material Escalation Allowance		5.00%		\$ 10,976.35
Fascia Detail and Louver Allowance for Canopy "C"		LS		\$ 34,500.00
Lighting and Fan Design/Construction Allowance for Canopy "C"		LS		\$ 120,000.00
TOTAL ALLOWANCES				\$ 205,476.35
TOTAL COST (Including Allowances)				\$ 462,090.03



#1 Tenant Improvement Contractor in Arizona 2016, 2017, 2018 & #1 General Contractor in Arizona 2017, 2018, 2019
 2018 Tempe Business Excellence Award Winner
 485 W. Vaughn Street, Tempe, AZ 85283 / Phone: (480) 504-5930 / Fax: (480) 548-4971
 AZ ROC031525 - AZ ROC0395769 - AZ ROC184561 - CA 770523 - UT 4741522-850
 ID PCE-28529 - NM 85371 - CO 233580 - MT 159237 - OR 218926 - WA 804-190-884



"We build more than structures; we build confidence and relationships that last"

Caliente Construction Inc.

General Construction - Construction Management - Design/Build - Facilities Management

City of Chandler - Chandler PSTC Fitness & Parking Canopies (PD1302.404)

General Conditions

6 Weeks

42 Calendar Days

DATE: R3 1/19/2023

CODE	ITEM	QTY	TYP	RATE	SUBTOTAL
	GENERAL CONDITIONS				\$ 32,600.00
00-1040	Project Manager	1.00	WK	\$ 4,200.00	\$ 4,200.00
00-1052	Assistant Project Manager	1.00	WK	\$ 3,200.00	\$ 3,200.00
00-1047	Project Coordinator	1.00	WK	\$ 2,400.00	\$ 2,400.00
00-1045	Superintendent	6.00	WK	\$ 3,800.00	\$ 22,800.00
	TEMPORARY FACILITIES				\$ 750.00
01-5219	Portable Toilets	1.5	MO	\$ 500.00	\$ 750.00
	VEHICLES AND EQUIPMENT				\$ -
	GENERAL REQUIREMENTS				\$ 6,350.00
00-1080	Blueprinting / As builds / Close outs	1.00	LS	\$ 300.00	\$ 300.00
01-7410	Dumpster & Fees	1.00	PULL	\$ 550.00	\$ 550.00
01-5626	Temporary Fencing	1.00	LS	\$ 3,500.00	\$ 3,500.00
00-1096	Safety / Temp Protection	1.00	LS	\$ 500.00	\$ 500.00
02-3000	Private Locating	1	LS	1,500.00	\$ 1,500.00

GENERAL CONDITIONS TOTAL

\$ 39,700.00



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2018 Tempe Business Excellence Award Winner
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AZ ROC091629 - AZ ROC095769 - AZ ROC184561 - CA 1770523 - UT 4741522-850
ID PCE-28529 - NM 85371 - CO 233580 - MT 159837 - OR 218926 - WA 804-190-884

"We build more than structures; we build confidence and relationships that last"



EXHIBIT C

PERFORMANCE BOND

ARIZONA STATUTORY PERFORMANCE BOND
PURSUANT TO TITLES 28, 34, AND 41, ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

Bond No. 609206177

KNOW ALL MEN BY THESE PRESENTS THAT: Caliente Construction, Inc.
(hereinafter "Principal"), and The Ohio Casualty Insurance Company (hereinafter "Surety"), a corporation organized and existing under the laws of the State of New Hampshire with its principal office in the City of Keene, New Hampshire, holding a certificate of authority to transact surety business in Arizona issued by the Director of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto The City of Chandler (hereinafter "Obligee") in the amount of Four Hundred Sixty Two Thousand, Ninety & 03/100 (Dollars) (\$ 462,090.03), for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the 25th day of January, 2023, for construction of **PUBLIC SAFETY TRAINING FACILITY - FITNESS AND PARKING CANOPIES, PD1302.404** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal faithfully performs and fulfills all the undertakings, covenants, terms, conditions and agreements of the contract during the original term of the contract and any extension of the contract, with or without notice of the Surety, and during the life of any guaranty required under the contract, and also performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond will be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond may recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this 26th day of January, 2023

INSURICA Southwest Insurance Services, LLC
AGENT OF RECORD

4686 E Van Buren St #310, Phoenix AZ 85008
AGENT ADDRESS

Caliente Construction, Inc.
PRINCIPAL

By [Signature]
Jeff Schaffer, Project Director

The Ohio Casualty Insurance Company
SURETY

By [Signature]
Wendy Capirci, Attorney-in-Fact



EXHIBIT D

PAYMENT BOND

ARIZONA STATUTORY PAYMENT BOND
PURSUANT TO TITLES 28, 34, AND 41, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Contract amount)

Bond No. 609206177

KNOW ALL MEN BY THESE PRESENTS THAT: Caliente Construction, Inc.

(hereinafter "Principal"), as Principal, and The Ohio Casualty Insurance Company (hereinafter "Surety"), a corporation organized and existing under the laws of the State of New Hampshire with its principal office in the City of Keene, New Hampshire, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto The City of Chandler (hereinafter "Obligee") in the amount of Four Hundred Sixty Two Thousand, Ninety & 03/100 (Dollars) (\$462,090.03), for the payment whereof, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the 25th day of January, 2023 for construction of **PUBLIC SAFETY TRAINING FACILITY - FITNESS AND PARKING CANOPIES, PD1302.404** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly pays all moneys due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in said contract, this obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2 Arizona Revised Statutes, and all liabilities on this bond will be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond may recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this 26th day of January, 2023

INSURICA Southwest Insurance Services, LLC
AGENT OF RECORD

4686 E Van Buren St #310, Phoenix AZ 85008
AGENT ADDRESS

Caliente Construction, Inc.
PRINCIPAL

By

John Schaffer, Project Director

The Ohio Casualty Insurance Company
SURETY

By

Wendy Capirci, Attorney-in-Fact





Insurance Producer Endorsement

This endorsement changes the policy/bond to include:

Your agent/agency for this policy is:

**INSURICA Southwest Insurance Services, LLC
4686 E. Van Buren #310
Phoenix AZ 85008
602-273-1625**

All other terms and conditions of the policy/bond remain unchanged.

STATE OF ARIZONA

DEPARTMENT OF INSURANCE AND FINANCIAL INSTITUTIONS

This is to certify, that this instrument is a true, full and correct copy of the original on file with the Department of Insurance and Financial Institutions of the State of Arizona and consists of 1 page(s)

Hereunto set my hand and the official seal of this Department for the Director of Insurance and Financial Institutions this 24 February 2021.



Authorized Representative



301814

Certificate No.:



STATE OF ARIZONA

DEPARTMENT OF INSURANCE CERTIFICATE OF AUTHORITY

I, GERMAINE L. MARKS, Director of Insurance of the State of Arizona, do hereby certify that

THE OHIO CASUALTY INSURANCE COMPANY
Domiciled in New Hampshire
NAIC NO. 24074

has complied with the requirements of the Arizona Revised Statutes, Title 20 and is hereby authorized, subject to the provisions thereof and the Charter Powers of said Company, to transact the following kinds of insurance business:

**CASUALTY WITH WORKERS' COMPENSATION
DISABILITY
MARINE AND TRANSPORTATION
PROPERTY
SURETY
VEHICLE**

within the State of Arizona unless surrendered, suspended or revoked by the Director of Insurance.

In TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Director of Insurance at the City of Phoenix. The effective date of this certificate is October 1, 2012.


Germaine L. Marks
Director of Insurance

273960



301814



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8208307-969537**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Blake C. Johnson; Cliff Spickler; Deborah K. Anderson; Lori L. Dawson-Brown; Michael D. Specht; Nick Duckworth; Wendy Capirci

all of the city of Phoenix state of AZ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 14th day of July, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 14th day of July, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of January, 2023.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

EXHIBIT E

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

_____, Arizona

Date _____

Project Name: **PUBLIC SAFETY TRAINING FACILITY – FITNESS AND PARKING CANOPIES**

Project No.: **PD1302.404**

To the City of Chandler, Arizona

Gentlemen:

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the consideration of \$_____, as set out in the final pay estimate, as full and complete payment under the terms of the contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described project. The undersigned further agrees to indemnify and save harmless the City of Chandler against any and all liens, claims or liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performances and materials furnished for the performance of said installation.

Signed and dated at _____, this _____ day of _____ 20_____.

CONTRACTOR

By _____

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____
20 _____.

Notary Public

My Commission Expires

EXHIBIT F

CERTIFICATE OF COMPLETION

Project: **PUBLIC SAFETY TRAINING FACILITY – FITNESS AND PARKING CANOPIES**
Project No.: **PD1302.404**

(TO BE COMPLETED BY CONTRACTOR)

I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER PROJECT NO. **PD1302.404** HAVE BEEN DELIVERED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND BID SPECIFICATIONS AND ALL ACTIVITIES REQUIRED BY THE CONTRACTOR UNDER THE CONTRACT HAVE BEEN COMPLETED AS OF _____.

(Date)

FIRM NAME: _____

PRINCIPAL: _____

(Name)

(Signature)

(Title) DATE: _____

CERTIFIED BY ENGINEER/CONSULTANT (IF APPLICABLE):

(Signature) DATE: _____

(Firm Name)

PROJECT ACCEPTED BY USER DEPARTMENT

(Signature) DATE: _____

(Dept. /Div.)

Date of Final Walk-Through

Date As-Built Received

City As-Built Number