



CITY OF CHANDLER JOB ORDER PROJECT AGREEMENT

Project Name: **BOSTON STREET IMPROVEMENTS**

Project No. **ST2203.401**

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 **Sunland Asphalt & Construction, Inc.**, an Arizona corporation, ("JOC Contractor") and is entered into pursuant to Job Order Master Agreement No. JOC1909.401 ("JOC Master Agreement"). City and JOC Contractor may be referred to individually as "Party" or collectively as "Parties").

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

RECITALS

A. On or about January 22, 2020, the Parties entered into the JOC Master Agreement, which terms and conditions are made a part of and incorporated into this Job Order Project Agreement by this reference.

B. City proposes to engage JOC Contractor to provide improvements on Boston Street 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 **BOSTON STREET IMPROVEMENTS**, Project Number **ST2203.401**. The scope of work consists of improvements to Boston Street, all as more particularly set forth in **Exhibit "A"** attached hereto and incorporated herein by reference.

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

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

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

ARTICLE 2. PROJECT PRICE

City will pay JOC Contractor for completion of the Work in accordance with the JOC Master Agreement a fee not to exceed the Guaranteed Maximum Price of **\$1,943,984.03** 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 **210** calendar days from the Notice to Proceed (NTP) Date.

ARTICLE 4. PARTICIPANTS

CITY:	Construction Project Manager: Scott Riter	
	Phone:	480-782-3328
	Email:	Scott.riter@chandleraz.gov
JOC CONTRACTOR:	Sunland Asphalt & Construction, Inc.	
	1625 E. Northern Ave. Phoenix, AZ 85020	
	JOC Contractor Representative: Roger Eischen	
	Phone:	602-527-1384
	Email:	reischen@sunlandasphalt.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:

MAYOR Date

Recommended By:

Kimberly Moon

Kimberly Moon, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney By: DMB

ATTEST:

City Clerk SEAL

"JOC CONTRACTOR"

Sunland Asphalt & Construction, Inc.:

Chris Eischen 05.25.2023
Signature Date

Chris Eischen

Print Name

Division Manager - Civil
Title

ATTEST: If Corporation

Stefanie Monsen
Secretary



ADDRESS FOR NOTICE

Sunland Asphalt & Construction, Inc.

1625 E. Northern Ave.

Phoenix, AZ 85020

EXHIBIT A
SCOPE OF WORK



ARIZONA
NEVADA
NEW MEXICO
COLORADO
TEXAS
OKLAHOMA

May 23, 2023

Scott Riter
Construction Project Manager
City of Chandler
Public Works & Utilities Department

Re: **Exhibit A - Scoping Letter**
ST2203.401 Boston Street Improvements

The construction of project ST2203.401 will consist of roadway and pedestrian improvements of Boston Street, from California Street to Arizona Avenue. Work will include removal and replacement of most existing curb and gutter and roadway structural section, installation of new sidewalks, pedestrian ramps and PCCP, minor electrical installations of a street light and future conduits, minor landscaping, striping of the new roadway and utility adjustments.

Due to the nature of the project and current extent of design, the above scope of work is subject to change including addition or removal of work types. We are committed to being flexible on this fluid project.

Should you have any questions concerning this document, please contact me.

Regards,

A handwritten signature in blue ink, appearing to read 'Chris Eischen', written over a horizontal line.

Chris Eischen
Division Manager – Civil

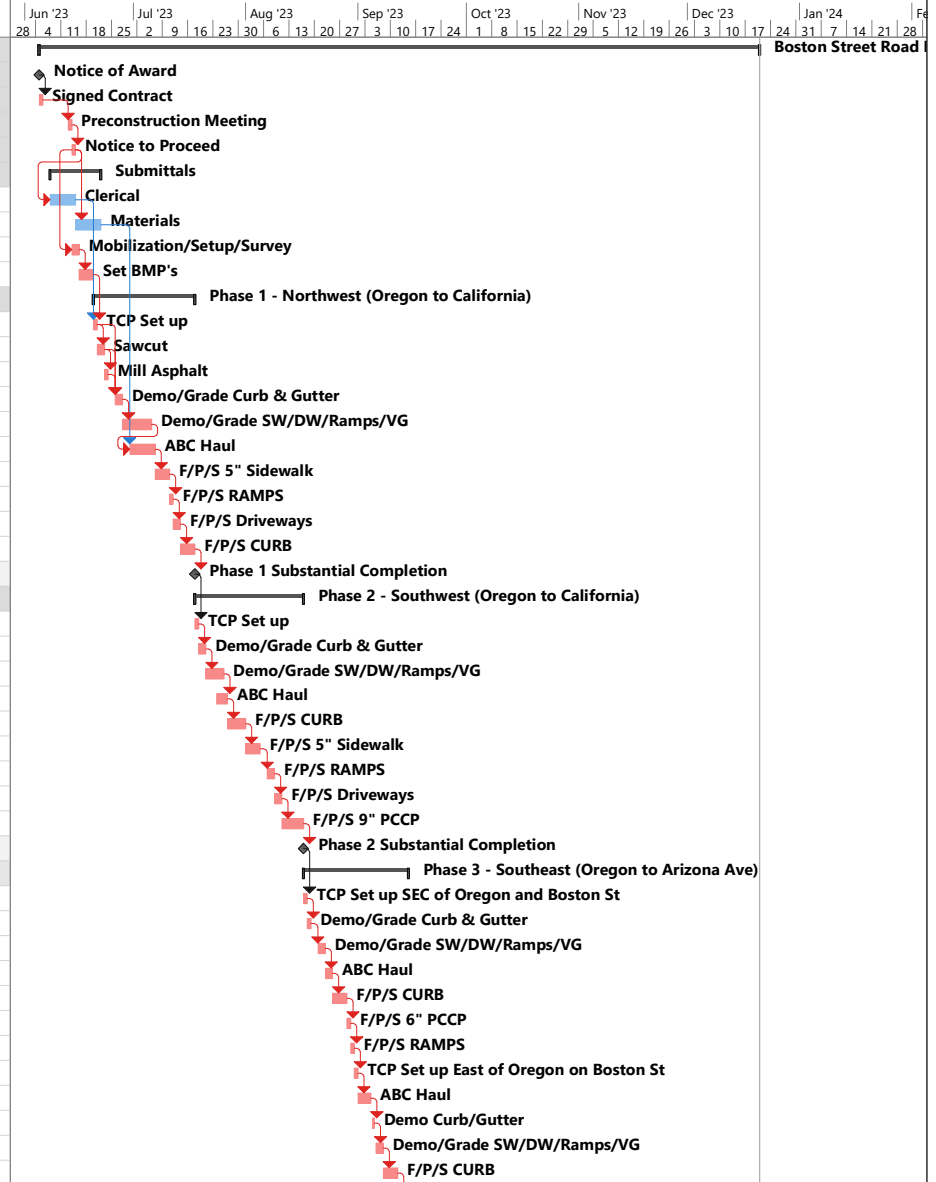


Exhibit A
ST2203.401 Boston Street Improvements - Schedule - 15% Plans
(Phased for Concrete Work in 4 Quadrants, Mainline Paving in Halves)



Chandler • Arizona

ID	Task Name	Duration	Start	Finish	Predecessors	
1	Boston Street Road Improvements	139 days	Mon 6/5/23	Wed 12/20/23		
2	Notice of Award	0 days	Mon 6/5/23	Mon 6/5/23		
3	Signed Contract	1 day	Mon 6/5/23	Mon 6/5/23	2	
4	Preconstruction Meeting	1 day	Tue 6/13/23	Tue 6/13/23	3FS+5 days	
5	Notice to Proceed	1 day	Wed 6/14/23	Wed 6/14/23	4	
6	Submittals	10 days	Thu 6/8/23	Wed 6/21/23		
7	Clerical	5 days	Thu 6/8/23	Wed 6/14/23	5FS-5 days	
8	Materials	5 days	Thu 6/15/23	Wed 6/21/23	5	
9	Mobilization/Setup/Survey	2 days	Wed 6/14/23	Thu 6/15/23	5SS	
10	Set BMP's	2 days	Fri 6/16/23	Mon 6/19/23	9	
11	Phase 1 - Northwest (Oregon to California)	18 days	Tue 6/20/23	Mon 7/17/23		
12	TCP Set up	1 day	Tue 6/20/23	Tue 6/20/23	10,7	
13	Sawcut	2 days	Wed 6/21/23	Thu 6/22/23	12	
14	Mill Asphalt	1 day	Fri 6/23/23	Fri 6/23/23	13	
15	Demo/Grade Curb & Gutter	2 days	Mon 6/26/23	Tue 6/27/23	14,12,13	
16	Demo/Grade SW/DW/Ramps/VG	4 days	Wed 6/28/23	Wed 7/5/23	15	
17	ABC Haul	3 days	Fri 6/30/23	Thu 7/6/23	16FS-2 days,8	
18	F/P/S 5" Sidewalk	2 days	Fri 7/7/23	Mon 7/10/23	17	
19	F/P/S RAMPS	1 day	Tue 7/11/23	Tue 7/11/23	18	
20	F/P/S Driveways	2 days	Wed 7/12/23	Thu 7/13/23	19	
21	F/P/S CURB	2 days	Fri 7/14/23	Mon 7/17/23	20	
22	Phase 1 Substantial Completion	0 days	Mon 7/17/23	Mon 7/17/23	21	
23	Phase 2 - Southwest (Oregon to California)	22 days	Tue 7/18/23	Wed 8/16/23		
24	TCP Set up	1 day	Tue 7/18/23	Tue 7/18/23	22	
25	Demo/Grade Curb & Gutter	2 days	Wed 7/19/23	Thu 7/20/23	24	
26	Demo/Grade SW/DW/Ramps/VG	3 days	Fri 7/21/23	Tue 7/25/23	25	
27	ABC Haul	3 days	Mon 7/24/23	Wed 7/26/23	26FS-2 days	
28	F/P/S CURB	3 days	Thu 7/27/23	Mon 7/31/23	27	
29	F/P/S 5" Sidewalk	4 days	Tue 8/1/23	Fri 8/4/23	28	
30	F/P/S RAMPS	2 days	Mon 8/7/23	Tue 8/8/23	29	
31	F/P/S Driveways	2 days	Wed 8/9/23	Thu 8/10/23	30	
32	F/P/S 9" PCCP	4 days	Fri 8/11/23	Wed 8/16/23	31	
33	Phase 2 Substantial Completion	0 days	Wed 8/16/23	Wed 8/16/23	32	
34	Phase 3 - Southeast (Oregon to Arizona Ave)	21 days	Thu 8/17/23	Thu 9/14/23		
35	TCP Set up SEC of Oregon and Boston St	1 day	Thu 8/17/23	Thu 8/17/23	33	
36	Demo/Grade Curb & Gutter	1 day	Fri 8/18/23	Fri 8/18/23	35	
37	Demo/Grade SW/DW/Ramps/VG	2 days	Mon 8/21/23	Tue 8/22/23	36	
38	ABC Haul	2 days	Wed 8/23/23	Thu 8/24/23	37	
39	F/P/S CURB	2 days	Fri 8/25/23	Mon 8/28/23	38	
40	F/P/S 6" PCCP	1 day	Tue 8/29/23	Tue 8/29/23	39	
41	F/P/S RAMPS	1 day	Wed 8/30/23	Wed 8/30/23	40	
42	TCP Set up East of Oregon on Boston St	1 day	Thu 8/31/23	Thu 8/31/23	41	
43	ABC Haul	2 days	Fri 9/1/23	Mon 9/4/23	42	
44	Demo Curb/Gutter	1 day	Tue 9/5/23	Tue 9/5/23	43	
45	Demo/Grade SW/DW/Ramps/VG	2 days	Wed 9/6/23	Thu 9/7/23	44	
46	F/P/S CURB	2 days	Fri 9/8/23	Mon 9/11/23	45	



Project: BOSTON ST 15% PLAN
Date: Tue 5/23/23

Task
Milestone



Summary
Manual Task

Manual Summary Rollup
Manual Summary

Critical
Progress

Manual Progress

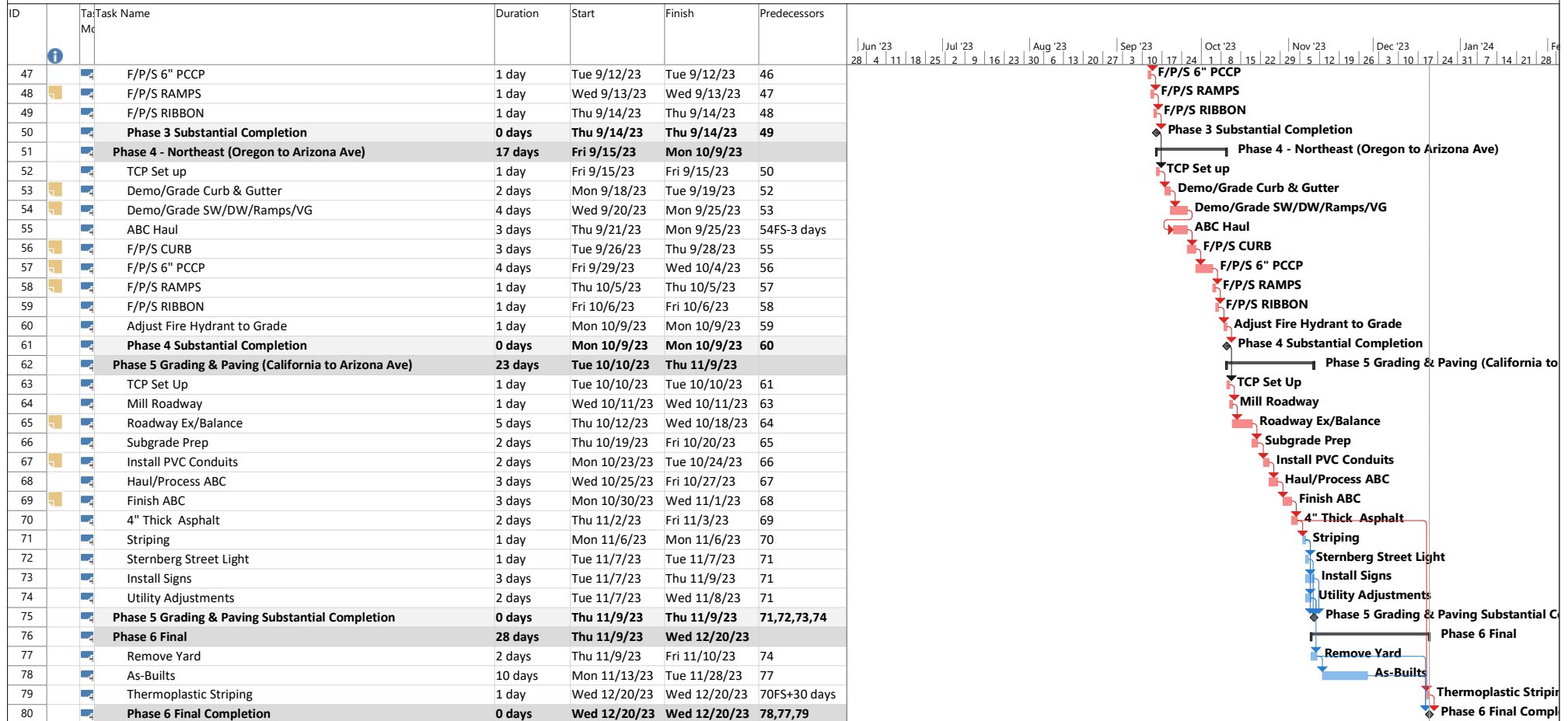
Progress



Exhibit A
ST2203.401 Boston Street Improvements - Schedule - 15% Plans
(Phased for Concrete Work in 4 Quadrants, Mainline Paving in Halves)



Chandler • Arizona



Project: BOSTON ST 15% PLAN
Date: Tue 5/23/23

Task
Milestone



Summary
Manual Task

Manual Summary Rollup
Manual Summary



Critical
Progress



Manual Progress



**EXHIBIT B
FEE SCHEDULE**



EXHIBIT "B"

JOB ORDER COST PROPOSAL SUMMARY SHEET

Negotiated Prices			
Price of Subcontractor(s)		\$	216,782.00
Price of Subconsultant(s)		\$	-
General Conditions		\$	322,372.96
Preconstruction Labor (if applicable)		\$	-
Construction Labor (if applicable)		\$	847,497.92
SUBTOTAL (NEGOTIATED PRICES):		\$	1,386,652.88
Overhead and Profit (Coefficient per Job Order Master Agreement)	8.00%	\$	110,932.23
TOTAL (NEGOTIATED PRICES + OVERHEAD & PROFIT):		\$	1,497,585.11
Insurance, Bonds, & Taxes			
Sales Tax Percentage (Current Tax Rate)	ENTER TAX % HERE:	5.07%	\$ 75,927.57
General Liability Insurance Percentage (Actual Cost per Job Order)			\$ 7,487.93
Builder's Risk Insurance Percentage (Actual Cost per Job Order)			\$ 7,487.93
Payment Bond (Actual Cost per Job Order)			\$ 5,990.34
Performance Bond (Actual Cost per Job Order)			\$ 8,985.51
SUBTOTAL (INSURANCE, BONDS, & TAXES):		\$	105,879.27
COMBINED TOTAL (TOTAL + INSURANCE, BONDS, & TAXES):		\$	1,603,464.38
Traffic Control Allowance		\$	39,500.00
Landscape Allowance		\$	10,000.00
Owners Allowance		\$	340,519.66
TOTAL JOB ORDER:		\$	1,943,984.03

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.



May 23, 2023

Scott Riter
Construction Project Manager
City of Chandler
Public Works & Utilities Department

Re: **Exhibit B - Schedule of Values**
ST2203.401 Boston Street Improvements

See below schedule of values as requested.

Item #	Description	Bid Qty.	UM	Unit Direct Cost	Total Direct Cost
1	CONSTRUCTION SURVEYING AND LAYOUT	1	LS	\$24,550.19	\$24,550.19
3	EROSION CONTROL (SWPPP PREPERATION, INSTALLATION, MAINTENANCE, AND REMOVAL)	1	LS	\$72,175.88	\$72,175.88
4	MOBILIZATION/DEMOBILIZATION	1	LS	\$32,579.00	\$32,579.00
5	ASPHALT CONCRETE PVMT PER PVMT STRUCTURAL SECTION NO. 1 INCLUDING AGGREGATE BASE COURSE AND SUBGRADE PREP	2675	SY	\$139.97	\$374,419.75
7	SIDEWALK, (WIDTH PER PLAN) PER MAG STD DET 230, 5" THICK WITH SAWCUT JOINTS	5255	SF	\$19.89	\$104,521.95
9	IN-LINE SIDEWALK RAMP PER COC STD DET C-257	6	EACH	\$5,735.89	\$34,415.34
10	DRIVEWAY ENTRANCE PER MAG STD DET 250-1	2	EACH	\$11,782.30	\$23,564.60
11	VERTICAL CURB & GUTTER PER MAG STD DET 220-1, TYPE A, 6" HEIGHT	557	LF	\$122.03	\$67,970.71
12	TRANSITION FROM VERTICAL CURB & GUTTER TO SINGLE CURB	4	EACH	\$1,588.44	\$6,353.76
13	SINGLE CURB PER MAG STD DET 222 TYPE A, 4" HEIGHT	224	LF	\$193.36	\$43,312.64
14	VERTICAL CURB & GUTTER PER MAG STD DET 220-1, TYPE A, 4" HEIGHT	13	LF	\$241.58	\$3,140.54
16	6" PORTLAND CEMENT CONCRETE PAVEMENT (PCCP), EVEN SQUARE SCORE JOINTS, CLASS 'A' PER MAG STD DET 725	2934	SF	\$24.98	\$73,291.32
17	ADJUST WATER VALVE BOX AND COVER TO FINISH GRADE PER MAG STD DET 270 AND CITY DET C-307 AND C-317	9	EACH	\$550.00	\$4,950.00
18	ADJUST SEWER MANHOLE FRAME AND COVER TO FINISH GRADE PER MAG STD DET 422	1	EACH	\$850.01	\$850.01
20	RELOCATE EXISTING SIGN AND FOUNDATION	8	EACH	\$739.56	\$5,916.48
22	NEW ROOF DRAIN PER COC DET C-500	2	EACH	\$1,675.01	\$3,350.02
23	ADJUST STORM DRAIN MANHOLE FRAME AND COVER TO FINISH GRADE PER MAG STD DET 422	1	EACH	\$850.01	\$850.01
24	ADJUST ELECTRIC MANHOLE FRAME AND COVER TO FINISH GRADE PER MAG STD DET 422	1	EACH	\$1,545.01	\$1,545.01
25	INSTALL NEW PVC CONDUIT PER COC STD DET C-104	392	LF	\$50.00	\$19,600.00
26	STERNBERG STREET LIGHT TO MATCH EXISTING STYLE	1	EACH	\$5,800.04	\$5,800.04
27	REMOVE ASPHALTIC CONCRETE PAVEMENT	2950	SY	\$13.46	\$39,707.00



ARIZONA
NEVADA
NEW MEXICO
COLORADO
TEXAS
OKLAHOMA

28	REMOVE CONCRETE CURB & GUTTER	854	LF	\$13.03	\$11,127.62
29	REMOVE CONCRETE SLAB (SIDEWALK, DRIVEWAYS, RAMP, PCCP, ETC.)	2398	SF	\$8.20	\$19,663.60
30	REMOVE VALLEY GUTTER AND/OR APRON	615	SF	\$11.48	\$7,060.20
31	REMOVE DELINEATOR	3	EACH	\$176.08	\$528.24
32	ADJUST FIRE HYDRANT TO FINISH GRADE WITH HYDRANT EXTENSION 27	1	EACH	\$4,477.43	\$4,477.43
50	REFLECTORIZED RAISED PAVEMENT MARKER (TYPE D, YELLOW, 2-WAY)	56	EACH	\$12.67	\$709.52
51	4" WHITE TRAFFIC PAINT STRIPE	5468	LF	\$1.90	\$10,389.20
52	4" YELLOW TRAFFIC PAINT STRIPE	1144	LF	\$1.90	\$2,173.60
53	THERMOPLASTIC/PREFORMED SYMBOL LEFT TURN ARROW	1	EACH	\$950.09	\$950.09
54	ADA STALL MARKER	1	EACH	\$950.09	\$950.09
92	ADDED: QUALITY CONTROL	1	LS	\$32,000.24	\$32,000.24
94	ADDED: GENERAL CONDITIONS	4	MO	\$83,093.24	\$332,372.96
100	ASPHALT CROSSWALK (FLUSH W/ RDWY)	1	EACH	\$2,760.02	\$2,760.02
101	CONCRETE RIBBON	41	LF	\$186.07	\$7,628.87
102	RETROFIT RAMP TO ADA STANDARDS	3	EACH	\$3,500.03	\$10,500.09
103	REMOVE CROSSWALK STRIPING (OBLITERATION)	98	LF	\$5.07	\$496.86
					\$1,386,652.88

Should you have any questions concerning this document, please contact me.

Regards,

Chris Eischen
Division Manager – Civil



Exhibit B – Schedule of Values					
ST2003.401 Boston Street Improvements					
Item #	Description	Bid Qty.	UM	Unit Direct Cost	Total Direct Cost
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9	IN-LINE SIDEWALK RAMP PER COC STD DET C-257	6	EAC H	\$5,735.89	\$34,415.34
10	DRIVEWAY ENTRANCE PER MAG STD DET 250-1	2	EAC H	\$11,782.30	\$23,564.60
11	VERTICAL CURB & GUTTER PER MAG STD DET 220-1, TYPE A, 6" HEIGHT	557	LF	\$122.03	\$67,970.71
12	TRANSITION FROM VERTICAL CURB & GUTTER TO SINGLE CURB	4	EAC H	\$1,588.44	\$6,353.76
13	SINGLE CURB PER MAG STD DET 222 TYPE A, 4" HEIGHT	224	LF	\$193.36	\$43,312.64
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16	6" PORTLAND CEMENT CONCRETE PAVEMENT (PCCP), EVEN SQUARE SCORE JOINTS, CLASS 'A' PER MAG STD DET 725	2934	SF	\$24.98	\$73,291.32
17	ADJUST WATER VALVE BOX AND COVER TO FINISH GRADE PER MAG STD DET 270 AND CITY DET C-307 AND C-317	9	EAC H	\$550.00	\$4,950.00
18	ADJUST SEWER MANHOLE FRAME AND COVER TO FINISH GRADE PER MAG STD DET 422	1	EAC H	\$850.01	\$850.01
20	RELOCATE EXISTING SIGN AND FOUNDATION	8	EAC H	\$739.56	\$5,916.48
22	NEW ROOF DRAIN PER COC DET C-500	2	EAC H	\$1,675.01	\$3,350.02
23	ADJUST STORM DRAIN MANHOLE FRAME AND COVER TO FINISH GRADE PER MAG STD DET 422	1	EAC H	\$850.01	\$850.01
24	ADJUST ELECTRIC MANHOLE FRAME AND COVER TO FINISH GRADE PER MAG STD DET 422	1	EAC H	\$1,545.01	\$1,545.01
25	INSTALL NEW PVC CONDUIT PER COC STD DET C-104	392	LF	\$50.00	\$19,600.00



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26	STERNBERG STREET LIGHT TO MATCH EXISTING STYLE	1	EAC H	\$5,800.04	\$5,800.04
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				Total	\$1,386,652.88



1625 E. Northern Avenue
Phoenix, AZ 85020
(p) 602.323.2800 (f) 602.323.2828

To:	City of Chandler	Contact:	Scott Riter
Address:	175 S. Arizona Ave., 3rd floor Chandler, AZ 85225	Phone:	602.686.1569
Project Name:	Boston Street Improvements ST2203.401 (Redlined <15%)	Bid Number:	7001132
Project Location:	Boston Street, Arizona Avenue To California St, Chandler, AZ	Bid Date:	5/22/2023

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	CONSTRUCTION SURVEYING AND LAYOUT	1.00	LS	\$24,550.19	\$24,550.19
3	EROSION CONTROL (SWPPP PREPERATION, INSTALLATION, MAINTENANCE, AND REMOVAL)	1.00	LS	\$72,175.88	\$72,175.88
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Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
27	REMOVE ASPHALTIC CONCRETE PAVEMENT	2,950.00	SY	\$13.46	\$39,707.00
28	REMOVE CONCRETE CURB & GUTTER	854.00	LF	\$13.03	\$11,127.62
29	REMOVE CONCRETE SLAB (SIDEWALK, DRIVEWAYS, RAMP, PCCP, ETC.)	2,398.00	SF	\$8.20	\$19,663.60
30	REMOVE VALLEY GUTTER AND/OR APRON	615.00	SF	\$11.48	\$7,060.20
31	REMOVE DELINEATOR	3.00	EACH	\$176.08	\$528.24
32	ADJUST FIRE HYDRANT TO FINISH GRADE WITH HYDRANT EXTENSION 27	1.00	EACH	\$4,477.43	\$4,477.43
50	REFLECTORIZED RAISED PAVEMENT MARKER (TYPE D, YELLOW, 2-WAY)	56.00	EACH	\$12.67	\$709.52
51	4" WHITE TRAFFIC PAINT STRIPE	5,468.00	LF	\$1.90	\$10,389.20
52	4" YELLOW TRAFFIC PAINT STRIPE	1,144.00	LF	\$1.90	\$2,173.60
53	THERMOPLASTIC/PREFORMED SYMBOL LEFT TURN ARROW	1.00	EACH	\$950.09	\$950.09
54	ADA STALL MARKER	1.00	EACH	\$950.09	\$950.09
92	ADDED: QUALITY CONTROL	1.00	LS	\$32,000.24	\$32,000.24
94	ADDED: GENERAL CONDITIONS	4.00	MO	\$83,093.24	\$332,372.96
100	ASPHALT CROSSWALK (FLUSH W/ RDWY)	1.00	EACH	\$2,760.02	\$2,760.02
101	CONCRETE RIBBON	41.00	LF	\$186.07	\$7,628.87
102	RETROFIT RAMP TO ADA STANDARDS	3.00	EACH	\$3,500.03	\$10,500.09
103	REMOVE CROSSWALK STRIPING (OBLITERATION)	98.00	LF	\$5.07	\$496.86

Total Bid Price: \$1,386,652.88

Notes:

- Price Includes;
 1. Pricing per redline plans provided 5/5/2023, and Sunland takeoff quantities.
 - Redline Note 100 - Included as Bid Item 100 for sawcut and paver modification. Quantity included in Bid Item 5 for installation of structural section.
 - Redline Note 101 - Included as Bid Item 101.
 - Redline Note 102 - Included as Bid Item 102. Kept R/R quantities in Bid Items 9 & 29 in case adjustment isn't possible.
 - Redline Note 103 - Included as Bid Item 103 to include striping removal. Ramp Removal/replacement included in Bid Items 9 and 29.
 - Verbal Redline - 9" PCCP to be replaced with Structural Section #1. Quantity included in Bid Item 5.
 2. All concrete items (sidewalk, curb, ramp, driveway, PCCP) include 12" scarify/recompact. AB is NOT included.
 3. Bid Item 5 includes installation of Structural Section #1 called out in plans which includes 4" AC & 6" AB, as well as roadway excavation and 12" scarify/recompact.
 4. Includes construction of concrete work in quadrants, paving in halves.
 5. Bid Item 92 added, Quality Control, missing bid item.
 6. Bid Item 94 added, General Conditions, missing bid item.
 - Includes indirect costs that would typically be spread on bid items (Project Manager, Project Engineer, Project Superintendent, Field Office, Water Buy, Temp Fencing, Potholing)
- Price Excludes;
 - Inspection and engineering fees, unsuitable subgrade, any items of work not specifically stated.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:**SUNLAND ASPHALT**

Authorized Signature: _____

Project Consultant: Chris Eischen
602-291-3415

EXHIBIT C

PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS THAT:

(hereinafter "Principal"), and _____ (hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, holding a certificate of authority to transact surety business in Arizona issued by the Director of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto _____ (hereinafter "Obligee") in the amount of _____ (Dollars) (\$_____), for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20__ for construction of **BOSTON STREET IMPROVEMENTS, ST2203.401** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

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

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

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

Witness our hands this _____ day of _____, 20__.

PRINCIPAL

SEAL

AGENT OF RECORD

By _____

SURETY

SEAL

AGENT ADDRESS

EXHIBIT D

PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS THAT: _____

(hereinafter "Principal"), as Principal, and _____ (hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto _____ (hereinafter "Obligee") in the amount of _____ (Dollars) (\$_____), for the payment whereof, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20__ for construction of **BOSTON STREET IMPROVEMENTS, ST2203.401** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

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

Witness our hands this _____ day of _____, 20__.

AGENT OF RECORD

PRINCIPAL SEAL

By _____

SURETY SEAL

AGENT ADDRESS

EXHIBIT E

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

_____, Arizona

Date _____

Project Name: **BOSTON STREET IMPROVEMENTS**

Project No.: **ST2203.401**

To the City of Chandler, Arizona

Gentlemen:

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

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

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

CONTRACTOR

By _____

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

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

Notary Public

My Commission Expires

EXHIBIT F

CERTIFICATE OF COMPLETION

Project: **BOSTON STREET IMPROVEMENTS**
Project No.: **ST2203.401**

(TO BE COMPLETED BY CONTRACTOR)

I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER PROJECT NO. **ST2203.401** HAVE BEEN DELIVERED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND BID SPECIFICATIONS AND ALL ACTIVITIES REQUIRED BY THE CONTRACTOR UNDER THE CONTRACT HAVE BEEN COMPLETED AS OF _____.

(Date)

FIRM NAME: _____

PRINCIPAL: _____

(Name)

(Signature)

(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