CHANDLER arizona
Community of Innovation

CHANGE ORDER NO. 1
DATE 9/14/2023

Change Order not valid until signed by both the City and the Contractor. Contractor's signature indicates Agreement herewith, including any adjustments in the Agreement Price or Agreement Time.

Project Name: **Detroit Basin/ Gazelle Meadows Park Storm System & Associated Improvements**

Project No.: **ST2101.401**

User Dept.: Parks & Streets   NTP Date: ____

TO: **Achen Gardner Construction, LLC** (CONTRACTOR)

3800 N Central Ave #460, Phoenix AZ 85012 (Mailing Address)

dbroderick@achen.com (Email Address)

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

Amendment authorized by Owner name: Mickey Ohland   **Date:** 9/14/2023

Original Agreement amount:	$10,182,770.05	
Previous Change Order total:	$0.00	
Last Agreement amount approved by Council:	$10,182,770.05	
This Change Order:	$2,294,480.53	
This Change Order + previous Change Order(s) not approved by Council total:	$2,294,480.53	
Revised Agreement total:	$12,477,250.58	
Council Approval Required (yes indicates approval required)	**Yes**	**No**
Change Order(s) total over $100,000:	☒	☐
Change Order(s) total causes Agreement to exceed $100,000:	☒	☐
Agreement Time		
Agreement time prior to this Change Order (including previous change order(s):	210 Calendar Days	
Net change resulting from this Change Order:	120 Calendar Days	
Revised Agreement time (including this Change Order):	330 Calendar Days	
Council Approval (if applicable)		
Council Approval Date: 10/19/2023 Item No. ____		

THE ABOVE IS AGREED TO BY:

"CITY" CITY OF CHANDLER

MAYOR

RECOMMENDED BY:

KMoon

Digitally signed by Kimberly Moon
DN: C=US, E=Kimberly.Moon@ChandlerAZ.gov, O=City of Chandler, OU=Capital Projects Division, CN=Kimberly Moon
Date: 2023.09.22 16:55:37-07'00'

Kimberly Moon, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney JMB

ATTEST:

City Clerk Seal

"CONTRACTOR"
Achen Gardner Construction, LLC

9-20-23

Signature Date

Daniel J. Spitza

Print Name

President

Title

dspitza@achen.com

Signer Email Address

C: Owner / Project Mgr

Exhibit A

<u>INDEX OF EXHIBITS</u>

SEPTEMBER 11, 2023
CITY OF CHANDLER – DETROIT BASIN/GAZELLE MEADOWS PARK
CHANGE ORDER NO. 1 PROPOSAL
PROJECT NO: ST2101.201 & ST2101.202

EXHIBIT D1: SCOPE OF WORK

SEPTEMBER 11, 2023

CITY OF CHANDLER – DETROIT BASIN/GAZELLE MEADOWS PARK

CHANGE ORDER NO. 1 PROPOSAL

PROJECT NO: ST2101.201 & ST2101.202

The proposal scope includes approximately 23,000 SY of 2' mill and overlay on Erie Street from Arizona Avenue to McQueen with twelve ADA ramp replacements and miscellaneous sidewalk repairs. The streetscape scope includes six benches with canopy, decomposed granite installation on Erie Street from Arizona Avenue to the Railroad tracks, metal art, and stamped asphalt intersections at Washington/Colorado with stamped crosswalks at Delaware/Nevada/Exeter. The MAG 202 alley improvements from Erie to Galveston with the Gabion structure are in the scope.

GMP PROPOSAL FOR CITY OF CHANDLER - DETROIT BASIN/GAZELLE MEADOWS PARK

9/11/23

BUDGET ALLOWANCES FOR IMPROVEMENTS - DESIGN & SPECIFICATIONS TBD

PROJECT NO.: ST2101.201 & ST2101.202

ACHEN-GARDNER CONSTRUCTION PROJECT NO. 4000100

CHANGE ORDER NO. 1 - BUDGET PRICING (STREETSCAPE)

ACHEN-GARDNER CONSTRUCTION, LLC
550 S. 79th STREET
CHANDLER, AZ 85226

DESIGN AND SPECIFICATION TBD

PAY ITEM	DESCRIPTION	UM	QUANTITY	UNIT PRICE	TOTAL
	GENERAL SCOPE ITEMS				
10	MOBILIZATION/DEMOBILIZATION	AL	1.0	$ 7,500.00	$ 7,500.00
20	SWPPP/SWPPP IMPLEMENTATION	AL	1.0	$ 3,750.00	$ 3,750.00
30	DUST PERMIT	AL	1.0	$ 500.00	$ 500.00
40	SURVEY & ASBUILTS	AL	1.0	$ 5,000.00	$ 5,000.00
50	GIS SURVEY DATA COLLECTION & SUBMITTAL	AL	1.0	$ 1,250.00	$ 1,250.00
60	MATERIAL TESTING	AL	1.0	$ 2,000.00	$ 2,000.00
70	CONSTRUCTION WATER/DUST CONTROL	AL	1.0	$ 25,000.00	$ 25,000.00
80	YARD SUPPORT	AL	1.0	$ 15,000.00	$ 15,000.00
90	UTILITY DESIGNATION/POTHOLING	EA	20.0	$ 775.00	$ 15,500.00
100	VARIABLE MESSAGE BOARD	AL	1.0	$ 7,500.00	$ 7,500.00
110	SWEEPING	AL	1.0	$ 6,000.00	$ 6,000.00
115	OFF-DUTY OFFICER	AL	1.0	$ 7,500.00	$ 7,500.00
120	PUBLIC OUTREACH	AL	1.0	$ 16,500.00	$ 16,500.00
125	PARKING ABATEMENT	AL	1.0	$ 10,000.00	$ 10,000.00
130	TRAFFIC CONTROL	AL	1.0	$ 75,000.00	$ 75,000.00
135	STRIPING	AL	1.0	$ 12,500.00	$ 12,500.00
	STREETSCAPE				
1A	BENCH WITH CANOPY	EA	6.00	$ 20,000.00	$ 120,000.00
1B	DG ON ERIE ST. FROM AZ AVE. TO RR TRACKS (1,300 LF) BOTH SIDES OF ROAD (10' WIDE EACH SIDE)	SF	26,000.00	$ 3.00	$ 78,000.00
1C	METAL ART	AL	1.00	$ 20,000.00	$ 20,000.00
1D.1	STAMPED ASPHALT INTERSECTIONS @ WASHINGTON & COLORADO (45 LF X 45 LF EA)	SF	4,050.00	$ 25.00	$ 101,250.00
1D.2	STAMPED ASPHALT CROSSWALKS AT DELAWARE, NEVADA, & EXETER (45 LF X 12 LF EA)	SF	1,620.00	$ 25.00	$ 40,500.00
	SUBTOTAL - DIRECT COST OF THE WORK (A1)				**$ 570,250.00**
8000	GENERAL CONDITIONS EXHIBIT D2, (B)	MO	**1.5**	$ 101,968.23	$ 152,952.34
	RUNNING TOTAL NO. 1 - DIRECT COST OF THE WORK INCLUDING GCs				**$ 723,202.34**
10100	OVERHEAD AND FEE EXHIBIT D2, (C)		8.50%		$ 61,472.20
	SUBTOTAL - OVERHEAD AND FEE				**$ 61,472.20**
	RUNNING TOTAL NO. 2 - DIRECT COST OF THE WORK + OH & FEE				**$ 784,674.54**
10200	INSURANCE (INCL. BUILDERS RISK & POLLUTION LIABILITY)	EX D2,(D2)	1.95%	(Calc on RT #1)	$ 15,301.15
10300	BONDS (PAYMENT & PERFORMANCE)	EX D2,(D1)	0.80%	(Calc on RT #1)	$ 6,277.40
	SUBTOTAL - INSURANCE AND BONDS				**$ 21,578.55**
	RUNNING TOTAL NO. 3 - DIRECT COST OF THE WORK + OH & FEE + INS & BOND				**$ 806,253.09**
10400	SALES TAXES (5.07% or 7.8% of 65% of Running Total No. 3 EX, D2(E1)		5.070%		$ 40,877.03
	SUBTOTAL - SALES TAXES				**$ 40,877.03**
	TOTAL - DIRECT COST OF THE WORK, + OH & FEE + INS & BOND + SALES TAXES				**$ 847,130.12**
750	CONSTRUCTION CONTINGENCY (EXHIBIT D2, CONTING G4)	AL	1.0	$ 15,000.00	$ 15,000.00
	ADDITIONAL IMPROVEMENTS BUDGET ALLOWANCES TOTAL - DIRECT COST + OH & FEE + INS & BOND + SALES TAXES & CONTINGENCY (BUDGET ALLOWANCES ONLY - NOT GUARANTEED PRICING) (UPON FINAL SCOPING, DESIGN, & SPECIFICATIONS, FINAL PRICING WILL BE PROVIDED)				**$ 862,130.12**

GMP PROPOSAL FOR CITY OF CHANDLER - DETROIT BASIN/GAZELLE MEADOWS PARK | 9/11/23

BUDGET ALLOWANCES FOR IMPROVEMENTS - DESIGN & SPECIFICATIONS TBD

PROJECT NO.: ST2101.201 & ST2101.202

ACHEN-GARDNER CONSTRUCTION PROJECT NO. 4000100

CHANGE ORDER NO. 1 - BUDGET PRICING (ERIE STREET)

ACHEN-GARDNER CONSTRUCTION, LLC
550 S. 79th STREET
CHANDLER, AZ 85226

PAY ITEM	DESCRIPTION	UM	QUANTITY	UNIT PRICE	TOTAL
			DESIGN AND SPECIFICATION TBD		
	GENERAL SCOPE ITEMS				
10	MOBILIZATION/DEMOBILIZATION	AL	1.0	$ 7,500.00	$ 7,500.00
20	SWPPP/SWPPP IMPLEMENTATION	AL	1.0	$ 3,750.00	$ 3,750.00
30	DUST PERMIT	AL	1.0	$ 500.00	$ 500.00
40	SURVEY & ASBUILTS	AL	1.0	$ 5,000.00	$ 5,000.00
50	GIS SURVEY DATA COLLECTION & SUBMITTAL	AL	1.0	$ 1,250.00	$ 1,250.00
60	MATERIAL TESTING	AL	1.0	$ 2,000.00	$ 2,000.00
70	CONSTRUCTION WATER/DUST CONTROL	AL	1.0	$ 25,000.00	$ 25,000.00
80	YARD SUPPORT	AL	1.0	$ 15,000.00	$ 15,000.00
90	UTILITY DESIGNATION/POTHOLING	EA	20.0	$ 775.00	$ 15,500.00
100	VARIABLE MESSAGE BOARD	AL	1.0	$ 7,500.00	$ 7,500.00
110	SWEEPING	AL	1.0	$ 6,000.00	$ 6,000.00
115	OFF-DUTY OFFICER	AL	1.0	$ 7,500.00	$ 7,500.00
120	PUBLIC OUTREACH	AL	1.0	$ 16,500.00	$ 16,500.00
125	PARKING ABATEMENT	AL	1.0	$ 10,000.00	$ 10,000.00
130	TRAFFIC CONTROL	AL	1.0	$ 75,000.00	$ 75,000.00
135	STRIPING	AL	1.0	$ 12,500.00	$ 12,500.00
	ERIE STREET PAVING				
2A	MILL & 2" OVERLAY ERIE ST. CURB TO CURB FROM AZ AVE TO MCQUEEN (5,220 LF X 40LF = 208,800 SF = 23,200 SY)	SY	23,200.00	$ 23.00	$ 533,600.00
2B.1	ADA RAMPS	EA	12.00	$ 7,500.00	$ 90,000.00
2B.2	MISC. SIDEWALK PANELS	AL	1.00	$ 50,000.00	$ 50,000.00
	SUBTOTAL - DIRECT COST OF THE WORK (A1)				**$ 884,100.00**
8000	GENERAL CONDITIONS EXHIBIT D2, (B)	MO	**1.5**	$ 101,968.23	$ 152,952.35
	RUNNING TOTAL NO. 1 - DIRECT COST OF THE WORK INCLUDING GCs				**$ 1,037,052.35**
10100	OVERHEAD AND FEE EXHIBIT D2, (C)		8.50%		$ 88,149.45
	SUBTOTAL - OVERHEAD AND FEE				**$ 88,149.45**
	RUNNING TOTAL NO. 2 - DIRECT COST OF THE WORK + OH & FEE				**$ 1,125,201.80**
10200	INSURANCE (INCL. BUILDERS RISK & POLLUTION LIABILITY)	EX D2,(D2)	1.95%	(Calc on RT #1)	$ 21,941.44
10300	BONDS (PAYMENT & PERFORMANCE)	EX D2,(D1)	0.80%	(Calc on RT #1)	$ 9,001.61
	SUBTOTAL - INSURANCE AND BONDS				**$ 30,943.05**
	RUNNING TOTAL NO. 3 - DIRECT COST OF THE WORK + OH & FEE + INS & BOND				**$ 1,156,144.85**
10400	SALES TAXES (5.07% or 7.8% of 65% of Running Total No. 3 EX, D2(E1)		5.070%		$ 58,616.55
	SUBTOTAL - SALES TAXES				**$ 58,616.55**
	TOTAL - DIRECT COST OF THE WORK, + OH & FEE + INS & BOND + SALES TAXES				**$ 1,214,761.40**
750	CONSTRUCTION CONTINGENCY (EXHIBIT D2, CONTING G4)	AL	1.0	$ 15,000.00	$ 15,000.00
ADDITIONAL IMPROVEMENTS BUDGET ALLOWANCES TOTAL - DIRECT COST + OH & FEE + INS & BOND + SALES TAXES & CONTINGENCY (BUDGET ALLOWANCES ONLY - NOT GUARANTEED PRICING) (UPON FINAL SCOPING, DESIGN, & SPECIFICATIONS, FINAL PRICING WILL BE PROVIDED)					**$ 1,229,761.40**

GMP PROPOSAL FOR CITY OF CHANDLER - DETROIT BASIN/GAZELLE MEADOWS PARK

9/11/23

BUDGET ALLOWANCES FOR IMPROVEMENTS - DESIGN & SPECIFICATIONS TBD

PROJECT NO.: ST2101.201 & ST2101.202

ACHEN-GARDNER CONSTRUCTION PROJECT NO. 4000100

CHANGE ORDER NO. 1 - BUDGET PRICING (ALLEY PAVING)

ACHEN-GARDNER CONSTRUCTION, LLC
550 S. 79th STREET
CHANDLER, AZ 85226

PAY ITEM	DESCRIPTION	UM	QUANTITY	UNIT PRICE	TOTAL
			DESIGN AND SPECIFICATION TBD		
	GENERAL SCOPE ITEMS				
10	MOBILIZATION/DEMOBILIZATION	AL	1.0	$ -	$ -
20	SWPPP/SWPPP IMPLEMENTATION	AL	1.0	$ -	$ -
30	DUST PERMIT	AL	1.0	$ -	$ -
40	SURVEY & ASBUILTS	AL	1.0	$ -	$ -
50	GIS SURVEY DATA COLLECTION & SUBMITTAL	AL	1.0	$ -	$ -
60	MATERIAL TESTING	AL	1.0	$ -	$ -
70	CONSTRUCTION WATER/DUST CONTROL	AL	1.0	$ -	$ -
80	YARD SUPPORT	AL	1.0	$ -	$ -
90	UTILITY DESIGNATION/POTHOLING	EA	20.0	$ -	$ -
100	VARIABLE MESSAGE BOARD	AL	1.0	$ -	$ -
110	SWEEPING	AL	1.0	$ -	$ -
115	OFF-DUTY OFFICER	AL	1.0	$ -	$ -
120	PUBLIC OUTREACH	AL	1.0	$ -	$ -
125	PARKING ABATEMENT	AL	1.0	$ -	$ -
130	TRAFFIC CONTROL	AL	1.0	$ -	$ -
135	STRIPING	AL	1.0	$ -	$ -
	ALLEY PAVING OPTION "C"				
3A	ALLEY PAVING ERIE ST. TO GALVESTON ST. (2" ASPHALT ON 6" ABC WITH MARICOPA EDGE DETAIL 202 AND GABION STRUCTURE)	SY	1,663.00	$ 104.00	$ 172,952.00
	SUBTOTAL - DIRECT COST OF THE WORK (A1)				**$ 172,952.00**
8000	GENERAL CONDITIONS EXHIBIT D2, (B)	MO	0	$ 101,968.23	$ -
	RUNNING TOTAL NO. 1 - DIRECT COST OF THE WORK INCLUDING GCs				**$ 172,952.00**
10100	OVERHEAD AND FEE EXHIBIT D2, (C)		8.50%		$ 14,700.92
	SUBTOTAL - OVERHEAD AND FEE				**$ 14,700.92**
	RUNNING TOTAL NO. 2 - DIRECT COST OF THE WORK + OH & FEE				**$ 187,652.92**
10200	INSURANCE (INCL. BUILDERS RISK & POLLUTION LIABILITY)	EX D2,(D2)	1.95%	(Calc on RT #1)	$ 3,659.23
10300	BONDS (PAYMENT & PERFORMANCE)	EX D2,(D1)	0.80%	(Calc on RT #1)	$ 1,501.22
	SUBTOTAL - INSURANCE AND BONDS				**$ 5,160.45**
	RUNNING TOTAL NO. 3 - DIRECT COST OF THE WORK + OH & FEE + INS & BOND				**$ 192,813.37**
10400	SALES TAXES (5.07% or 7.8% of 65% of Running Total No. 3 EX, D2(E1)		5.070%		$ 9,775.64
	SUBTOTAL - SALES TAXES				**$ 9,775.64**
	TOTAL - DIRECT COST OF THE WORK, + OH & FEE + INS & BOND + SALES TAXES				**$ 202,589.01**
750	CONSTRUCTION CONTINGENCY (EXHIBIT D2, CONTING G4)	AL	1.0	$ -	$ -
ADDITIONAL IMPROVEMENTS BUDGET ALLOWANCES TOTAL - DIRECT COST + OH & FEE + INS & BOND + SALES TAXES & CONTINGENCY (BUDGET ALLOWANCES ONLY - NOT GUARANTEED PRICING) (UPON FINAL SCOPING, DESIGN, & SPECIFICATIONS, FINAL PRICING WILL BE PROVIDED)					**$ 202,589.01**

EXHIBIT D3.5: SCHEDULE OF VALUES – GENERAL CONDITIONS

SEPTEMBER 11, 2023
CITY OF CHANDLER – DETROIT BASIN/GAZELLE MEADOWS PARK
CHANGE ORDER NO. 1 PROPOSAL
PROJECT NO: ST2101.201 & ST2101.202

GMP PROPOSAL FOR CITY OF CHANDLER - DETROIT BASIN/GAZELLE MEADOWS PARK — 6/29/23
STORM DRAIN, SEWER, AND WATERLINE IMPROVEMENTS
PROJECT NO.: ST2101.201 & ST2101.202

ACHEN-GARDNER CONSTRUCTION PROJECT NO. 4000100

ITEM 9000 - GENERAL CONDITIONS DETAIL

ACHEN-GARDNER CONSTRUCTION, LLC
550 S. 79th STREET
CHANDLER, AZ 85226

DESIGN DOCUMENT STAGE: 100%
ENTELLUS

PAY ITEM	DESCRIPTION	QUANTITY	UM	UNIT PRICE	TOTAL
9000.1	PROJECT SUPERINTENDENT	1,232.00	HR	140.71	173,354.72
9000.2	SPECIALTY SUPERINTENDENT	1,232.00	HR	118.78	146,336.95
9000.3	PROJECT MANAGER	615.00	HR	140.80	86,592.00
9000.4	PROJECT ENGINEER	1,232.00	HR	112.19	138,218.08
9000.5	PROJECT ADMIN	308.00	HR	79.43	24,464.44
9000.6	TEMPORARY FACILITIES	7.00	MO	20,687.35	144,811.42
	GENERAL CONDITIONS (DIRECT COSTS)				**713,777.61**
800,1800,8000	**TOTAL MONTHLY GENERAL CONDITIONS**	**7**	**MO**	**$101,968.23**	
800	**STORM DRAIN**	**78%**	**MO**	**$78,515.54**	**$549,608.76**
1,800	**SEWER**	**10%**	**MO**	**$11,216.51**	**$78,515.54**
8,000	**WATER**	**12%**	**MO**	**$12,236.19**	**$85,653.31**
NOTE	See Main Schedule of Values Pay Items 800,1800,8000 for GCs				
	The following estimated durations apply by scope: Storm Drain (5 months), Sewer (1 month), Water (1 month)				
	The costs are allocated to the noted Pay Items above by percentage of the total project that each scope equals				

EXHIBIT D4: LIST OF GMP DOCUMENTS

SEPTEMBER 11, 2023

CITY OF CHANDLER – DETROIT BASIN/GAZELLE MEADOWS PARK

CHANGE ORDER NO. 1 PROPOSAL

PROJECT NO: ST2101.201 & ST2101.202

- Entellus Inc. - 100% plan set, Detroit Basin/Gazelle Meadows Park Storm Drain Improvements (pages 1 to 31) project No. ST2101.201 dated April 21, 2023.
- Entellus Inc. - 100% plan set, Detroit Basin/Gazelle Meadows Park Sewer Improvements (pages 1 to 11) project No. ST2101.202 dated April 20, 2023.
- Entellus Inc. - 100% plan set, Detroit Basin/Gazelle Meadows Park Water Improvements (pages 1 to 10) project No. ST2101.202 dated April 20, 2023.
- Entellus Inc. – 100% Technical Specifications, Detroit Basin/Gazelle Meadows Park Storm Drain Improvements (pages 1 to 68) dated April 21, 2023.
- Entellus Inc. – 100% Technical Specifications, Detroit Basin/Gazelle Meadows Park Sewer and Water Improvements (pages 1 to 108) dated April 20, 2023.
- Executed (12-5-22) Pre-construction Services Contract with Achen-Gardner Construction, LLC and the City of Chandler for the Detroit Basin/Gazelle Meadows Park Storm System & Associated Improvements CMAR Project; City of Chandler Project No. ST2101.251.
- Email dated 6/30/23 from Vivianna Barrientes with revised streetscape and Erie Street paving scopes. Erie Street streetscape concept plan dated 6/16/23 was attached for reference.
- Email dated 8/14/23 from Vivianna Barrientes with alley scope "C" and Gabion detail.

EXHIBIT D5: CLARIFICATIONS AND ASSUMPTIONS

SEPTEMBER 11, 2023
CITY OF CHANDLER – DETROIT BASIN/GAZELLE MEADOWS PARK
CHANGE ORDER NO. 1 PROPOSAL
PROJECT NO: ST2101.201 & ST2101.202

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

1. *Fee Exclusions:* GMP excludes all costs associated with City permit and plan review fees, Quality Assurance (QA) (i.e., City inspection and testing) costs, impact fees, and utility company fees, water meters/meter installations except for construction water, and/or any other fees not specifically identified herein.
2. *Unit Price Contract Administration:* This GMP will be administered as a Measured Quantity/Unit Price, Guaranteed Not-to-Exceed Contract. The Schedules of Values (Re: Exhibit D3) is defined by the individual work/pay items plus fee structure, and markups (re: Exhibit D3, Items 10100 through 10450). Final contract price/payout will be based on field measurements, final completed quantities at the approved unit prices, approved allowance and/or contingency utilization, and approved change orders. It is understood that these City approved prices including mark-ups are the "Cost of the Work". The mark-up structure on the Schedule of Values (Exhibit D3) will apply to Change Orders and/or Extra Work, allowances, and contingencies. The mark-ups for MAG section 109.5 do not apply for this contract. Pay Item under-runs and/or unused items shall fall to Owner's Allowance for the duration of the project. Quantity over-runs shall be paid at the unit price established in the Schedule of Values for the pay item and shall be paid from Owner's Allowance or Change Orders.
3. *Aerial Construction Photography:* Achen-Gardner shall provide a pre-construction video/photographs and progress photographs/videos periodically. Aerial videos shall only be provided if FAA and local approval is provided to fly a drone camera. Drone videos if allowed, shall be standard drone footage.
4. *Mobilization/Demobilization* – includes the following monthly items as defined in the Specifications: the field office fencing, work area fencing for three work sites, field offices, temporary utilities, and toilets for the seven-month project duration. Therefore, the Mobilization/Demobilization Pay Item shall be invoiced monthly based on the seven (7) month project duration.
5. *Utility Relocations / Unknown Buried Conflicts*: This GMP excludes all costs associated with removing, replacing and/or relocating any existing buried or overhead dry utilities and/or unknown buried conflicts including PCCP. Should a dry utility or other unknown buried conflict, not properly detailed on the project plans and/or properly located (i.e., Blue Stake), be discovered during the construction phase, the project team shall determine the impact on the project. Any costs related to the impact(s) including schedule/duration shall be funded through a change order or Owner Allowance.
6. *Final, For-construction Plans and Technical Provisions:* Funds required for revisions made between the 90% and final design documents shall come from Owners Allowance.
7. *Schedule* – – The project schedule is based on working standard 8 hour regular daylight shifts that can include some weekends as scheduled and approved by the City. Our schedule excludes delay impacts due to unforeseen material supply chain issues, unforeseen utility impacts (SRP, etc.), unplanned traffic control impacts, working out of sequence, and or impacts from delays.

PAY ITEM CLARIFICATIONS *3 Pages*

ITEM NO.	DESCRIPTION	CLARIFICATION / ASSUMPTION
DIRECT COSTS		
90	Utility Designation	• Known utility potholing • Measured and paid by each.
1A	Bench and Canopy	• Includes all work associated with bench and canopy. Plans/details to be provided at a later date for final pricing. • Measured and paid for by each.
1B	Decomposed Granite	• Includes all work to install decomposed granite on Erie from Arizona Avenue to Railroad tracks. Plans/details to be provided at a later date for final pricing. • Measured and paid for by the square foot.
1D.1	Stamped Asphalt Intersections	• Includes all work associated with stamped asphalt at Washington and Colorado intersections. Plans/details to be provided at a later date for final pricing. • Measured and paid per by the square foot.
1D.2	Stamped Asphalt Crosswalks	• Includes all work associated with stamped asphalt at Delaware/Nevada/Exeter intersections. Plans/details to be provided at a later date for final pricing. • Measured and paid per by the square foot.
2A	Mill/2" Overlay	• Includes all work associated with milling and 2" overlay on Erie Street from Arizona Avenue to McQueen. Plans/details to be provided at a later date for final pricing. • Measured and paid by the square yard.
2B.1	ADA Ramps	• Includes all work associated with removing and replacing existing sidewalk ramps on Erie Street. Plans/details to be provided at a later date for final pricing. • Measured and paid by each.
3A	Alley Paving	• Includes all work associated with Alley paving per MAG detail 202 at 2" asphalt on 6" ABC with Gabion Structure. Plans/details to be provided at a later date for final pricing. • Measured and paid by the square yard.
8000	General Conditions	• Includes cost of Project Management – Project Supt., Specialty Supt. Project Manager, Project Engineer, Project Admin and vehicles. • Ice/drinking water. • Small tools. • Temporary Facilities (3.0 months) – trailer, fencing, electrical service, yard rental, toilets, cleaning, and trailer furnishings. • Yard security, dumpsters, and storage containers. • End of project cleanup. • The street/park improvement scopes of work may be able to utilize these general conditions if the work overlaps. • Measured and paid on a monthly basis.
ALLOWANCES		
1C	Metal Art (Allowance)	• Includes Metal Art which will have a detail provided at a later date for firm pricing. • Measured and paid for on a cost-plus markups basis.
2B.2	Misc Sidewalk Panels (Allowance)	• Includes all work associated with removing and replacing existing sidewalk panels on Erie Street. Plans/details to be provided at a later date for final pricing. • Measured and paid for on a cost-plus markups basis unless unit prices can be utilized where applicable.

ITEM NO.	DESCRIPTION	CLARIFICATION / ASSUMPTION
10	Mobilization (Allowance)	• Mobilization & Demobilization • Sub Mobilization • Yard set/take down • Project Sign • Measured and paid on lump sum basis.
20	SWPPP/SWPPP Implementation (Allowance)	• Includes SWPPP plan, implementation of plan, inspections, and removal at the completion of the project. • Track Out Pad • Measured and paid on lump sum basis.
30	Dust Permit (Allowance)	• Dust Permit • Measured and paid on lump sum basis.
40,50	Survey (Allowance)	• Survey, Staking, Registered Land Surveyor Certified As-Builts • Construction Redlines • GIS point collection and submission per City's GIS Mapping specifications • Registered Land Surveyor Certification of as-builts • Measured and paid on lump sum basis
60	Material Testing (Allowance)	• Quality Control based on MAG testing requirements for frequency and type. • Measured and paid on lump sum basis
70	Construction Water/Dust Control (Allowance)	• Includes construction water, water tower and operated water truck for dust control. • Measured and paid on lump sum basis
80	Yard Support (Allowance)	• Includes operated loader and a pick-up to support the pipe crews. • Measured and paid on lump sum basis
100	Variable Message boards (Allowance)	• Message Boards – includes Variable Message Boards with installation and removal labor. • Measured and paid for on a cost-plus markups basis unless unit prices can be utilized where applicable out of owner contingency.
110	Sweeping (Allowance)	• Includes all work associated with sweeping for dust control to and from the site. • Measured and paid for on a cost-plus markups basis unless unit prices can be utilized where applicable out of owner allowance.
115	Off Duty Police Officer w/ vehicle (Allowance)	• Chandler Off-Duty Police Office and Vehicle. • Hourly rate may be adjusted to match actual costs incurred *(City rates could be subject to change during the duration of the project).* • Measured and paid for on a cost-plus markups basis unless unit prices can be utilized where applicable out of owner allowance.
120	Public Outreach (Allowance)	• Includes all work associated with the Public Outreach for the project. • Measured and paid for on a cost-plus markups basis unless unit prices can be utilized where applicable out of owner allowance.
125	Parking Abatement (Allowance)	• Includes all work associated with the parking abatement for the project. • Measured and paid for on a cost-plus markups basis unless unit prices can be utilized where applicable out of owner allowance. • Should vehicle(s) remain parked in a work zone after notifications have been distributed, Achen-Gardner shall notify the City's Project Manager and immediately determine a course of action including potentially moving the vehicle(s) out of the work zone utilizing a towing service to ensure the work is not delayed.
130	Traffic Control (Allowance)	• Traffic Control restrictions of one lane in each direction except for the installation of casings are the basis of the project schedule. • Traffic Control includes barricades and signage for the project. • Traffic Control Plans - includes preparation, submission, and updates of Traffic Control Plans (TCP).

ITEM NO.	DESCRIPTION	CLARIFICATION / ASSUMPTION
		• Traffic Control setup & takedown - includes installation, daily maintenance, and removal of barricades and signage in accordance with approved TCP. • Traffic control includes project plating. • Traffic control includes jersey barrier with installation/removal labor. • Measured and paid for on a cost-plus markups basis unless unit prices can be utilized where applicable out of owner contingency.
135	Striping (Allowance)	• Includes all work associated including the removal and replacement of traffic striping. • Measured and paid for on a cost-plus markups basis unless unit prices can be utilized where applicable out of owner allowance.
10700	Owner's Allowance (F2)	• For City requested upgrades and changes per Construction Contract Article 15.4.2 Owner's Contingency. • Measured and paid for on a cost-plus markups basis unless unit prices can be utilized where applicable.
CMAR FEE		
10100	CMAR Construction Fee	• Measured and paid on calculation of 8.5% of subtotal direct costs, contingencies, allowances, and job overhead.
BONDS AND INSURANCE		
10200	Insurance	• Measured and paid on calculation of 1.95% of subtotal for direct costs.
10300	Performance and Payment Bonds	• Measured and paid on calculation of .8% of subtotal for direct costs.

SALES TAX		
10400	Gross Receipts Tax	• Calculated based on 65% of 7.8% City of Chandler Sales Tax rate. • Calculation may be adjusted to match actual sales tax incurred (City rates could be subject to change during the duration of the project). • Measured and paid on calculation of 5.07% of subtotal direct costs, contingencies, allowances, job overhead, CMAR fee, bonds and insurance.
10450	Tax Exempt Material Adjustment	• Tax Exempt material adjustment for water line materials per Title 42 of the Arizona Revised Statutes (also reference AZDOR code 535 Pipes or Valves, 4" diameter or large used to transport oil, natural/artificial gas, water, coal slurry). • Measured and paid on lump sum basis.

*** Allowance options with values are referenced above; allowance items can be reallocated to the base bid as requested.*

EXHIBIT D7: BASELINE PROJECT SCHEDULE

SEPTEMBER 11, 2023
CITY OF CHANDLER – DETROIT BASIN/GAZELLE MEADOWS PARK
CHANGE ORDER NO. 1 PROPOSAL
PROJECT NO: ST2101.201 & ST2101.202

This proposal is based on a three-month project duration. The receipt of the final plans/details/specifications will determine the actual project schedule.

RIDER

TO BE ATTACHED TO AND FORM PART OF

Performance & Payment Bonds **NO.** **609205412**
(Bond Type) *(Bond Number)*

IN FAVOR OF **City Of Chandler, Dept Of Public Works**
(Obligee)

ON BEHALF OF **Achen-Gardner Construction, LLC**
(Principal)

EFFECTIVE **August 14, 2023**
(Original Effective Date)

IT IS AGREED THAT, in consideration of the original premium charged for this bond, and any additional premium that may be properly chargeable as a result of this rider.

The Surety, Liberty Mutual Insurance Company,
hereby gives its consent to change;

Bond/Contract Amount

(of) the referenced bond FROM: Old Bond Amount = $10,182,770.05

TO: New Bond Amount = $12,477,250.58 (per Change Order No. 1 dated 09/14/2023)

PROJECT: Detroit Basin/Gazelle Meadows Park Storm System & Associated Improvements
ST2101.401

EFFECTIVE: September 20, 2023

PROVIDED, however that the attached bond shall be subject to all its agreements, limitations, and conditions except as herein expressly modified, and that the liability of the Surety under the attached bond and under the attached bond as changed by this rider shall not be cumulative.

SIGNED, AND SEALED this 20th **day of** September, 2023.

Achen-Gardner Construction, LLC
Principal

Daniel J. Spitza / President

Liberty Mutual Insurance Company
Surety

Stephanie L. Bucholz, Attorney-in-fact

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

Seal No. 5831

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. SURETY

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

Certificate No: **8200472-975281**

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, Stephanie L. Bucholz, Andrew A. Farr, Barry R. Farr, Gregory P. Griffith, Debra K. Williams

all of the city of Mesa state of Arizona 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 7th day of February, 2019.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS
THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE
WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

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

By: David M. Carey
David M. Carey, Assistant Secretary

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

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 7th day of February, 2019 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.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
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 September, 2023.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS
THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE
WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary