



CITY OF CHANDLER JOB ORDER PROJECT AGREEMENT

Project Name: **OUTSIDE PLANT FIBER TELECOMMUNICATIONS REMOTE BUILDINGS – VETERANS OASIS**

Project No. **DS2201.401**

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 **Caliente Construction, Inc.**, an Arizona corporation, ("JOC Contractor") and is entered into pursuant to Job Order Master Agreement No. JOC1904.401 ("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 install a new prefabricated telecommunication remote building and supporting infrastructure to house the telecommunication fiber optic hub switch located at Veterans Oasis 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 **OUTSIDE PLANT FIBER TELECOMMUNICATIONS REMOTE BUILDINGS – VETERANS OASIS**, Project Number **DS2201.401**. The scope of work consists of installing a new prefabricated telecommunication remote building and supporting infrastructure to house the telecommunication fiber optic hub switch located at Veterans Oasis, 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 **\$936,605** 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 **130** calendar days from the Notice to Proceed (NTP) Date.

ARTICLE 4. PARTICIPANTS

CITY:	Construction Project Manager: Raymond Potts	
	Phone:	480-782-3326
	Email:	Raymond.potts@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



10/12/2023

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

October 6, 2023

Raymond Potts
Construction/Design Project Manager
City of Chandler
Public Works and Utilities
215 East Buffalo Street
Chandler, AZ 85225

RE: City of Chandler – DS2201.401 Outside Plant Telecom Remote Buildings (Veteran's Oasis)

Mr. Potts,

Thank you for the opportunity to provide our proposal for the DS2201.401 Outside Plant Telecom Remote Buildings (Veteran's Oasis) project.

We have based the attached proposal on information received, 100% Set of Drawings by Kimley Horn dated 6/22/2023 and Specifications dated 6/22/2023 (COC Permit Approved 8/10/23 – CIV23-0062).

The Total Cost is **\$936,605.00**. 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
Sr. Project Manager - 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



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Caliente Construction Inc.

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

EXHIBIT A SCOPE-OF WORK

PROJECT:

DS2201.401 Outside Plant Telecom Remote Buildings (Veteran's Oasis Park)

General Requirements:

- 1) Provide office support, supervision, overhead/profit, taxes based on TPT, insurances, and bond.
- 2) Provide Private Locating and Survey as needed.
- 3) Provide Temporary Protection as required.
- 4) Provide Temp Toilets and Washstation for Construction.
- 5) Dumpsters as required.
- 6) Clean-up Site.

Construction:

- 1) Selective Demolition/Salvage.
- 2) Furnish and Install Conduit and Wire from Existing POC to New OSP Building.
- 3) Furnish and Install Raceways, Christy Boxes/Vaults, etc. for FO Line to New OSP Building.
- 4) Furnish and Install New Transformer and Associated Electrical.
- 5) Furnish and Install New Prefab Concrete OSP Building.
- 6) Earthwork and Pad Preparation.
- 7) Concrete Pad for OSP.
- 8) Rip Rap w/ Fabric.
- 9) Final Connections to OSP.
- 10) Concrete/Asphalt Patchback as required for tie-in.

Project Duration:

Proposal based on onsite Project Duration of (10) weeks onsite construction 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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AZ ROC091625 AZ ROC098769 AZ ROC164561 CA 770323 UT 4741522-550 NV 0078132
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Caliente Construction Inc.

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

DS2201.401 Outside Plant Telecom Remote Buildings (Veteran's Oasis)

10/06/2023 R1

Assumptions / Clarifications

- 1 Proposal based on **10 Weeks** On-Site Construction after procurement of long lead items (est Building Delivery is 26-30 Weeks from time of order).
- 2 Proposal is based on information received from City of Chandler and Final Approved Drawings, Outside Plant Fiber Telecommunications Remote Buildings - Veterans Oasis - DS2201.401, dated 6/22/23 and Specifications dated 6/22/23 from Kimley Horn.
- 3 Proposal based on normal working daytime hours, Monday through Friday.
- 4 Proposal based on access to site for duration of construction activities and adequate lay-down/staging area provided by COC.
- 5 Proposal includes a **Construction Allowance of \$60,000** (no Contractor Mark-ups included) for any Unforeseen Conditions or Changes.
- 6 Proposal includes a **Material Escalation Allowance (5%)** (no Contractor Mark-ups included).
- 7 Proposal includes a **Traffic Control Allowance of \$5,000** (no Contractor Mark-ups included).
- 8 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.
- 9 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.
- 10 Contractor Performance and Payment Bonds are included in this proposal.
- 11 Compliance with Owner Insurance Requirements is included.
- 12 Background checks and badging are included
- 13 All power shutdowns will be coordinated with the City of Chandler
- 14 Subcontractor Exclusions, Terms & Conditions, Special Conditions, Indemnification Clauses, etc. included in their proposals are strictly between Caliente Construction Inc. and selected Subcontractors.
- 15 Existing Landscape will be matched as close as possible.
- 16 Proposal is based on Lump Sum pricing per division per our subcontractors proposals.
- 17 Proposal includes Limited Survey and Private Locating.
- 18 Proposal includes Temp Protection and Fencing at OSP Site only. Caliente will keep temp fence up at the OSP site throughout duration of project.
- 19 Proposal based on Furnishing of UPS and Final Terminations for Patch panels being by COC IT.
- 20 Fiber optics scope is included in electrical number
- 21 OSP will be submitted as a deferred submittal to COC P&D once approved by ADOH.

Exclusions

- 1 Design, Design Fees, or Permit Fees (unless noted otherwise).
- 2 Utility Company Fees.
- 3 Water Hydrant Meters or Fees.
- 4 Electric submeter to monitor power usage of huts
- 5 Contaminated Soils Removal, Asbestos/Mold/etc., Testing/Abatement, Hazardous Materials Handling (Current Report/Survey to provided by COC prior to start of Demolition).
- 6 Holiday, Nights and Weekends.
- 7 Prevailing Wages or Overtime Hours.
- 8 Site Security or Cameras.
- 9 Load Testing or Maintenance of Existing Electrical System .
- 10 Maintenance of existing irrigation, plumbing, electrical, etc. systems not within scope-of-work.
- 11 Removal of Owner equipment, furnishings, etc. (by Owner).
- 12 Right of Way Permits.
- 13 Precon or Coordination with Utilities (private Locating will be completed during construction and any conflicts will be relayed to COC or CM).
- 14 Landscaping or Ground Covering replacement, protection, watering, etc. except as noted above.
- 15 Irrigation or Irrigation Repairs.
- 16 SWPPP.
- 17 Final terminations for patch panels (provided by by COC IT).
- 18 Neighborhood Resources or Neighborhood Notification (by COC).

Allowances (Not Included in Base Proposal; No Markups)

1	CONSTRUCTION ALLOWANCE	\$	60,000.00
2	MATERIAL ESCALATION ALLOWANCE	\$	35,930.61
3	TRAFFIC CONTROL ALLOWANCE	\$	5,000.00



#1 Tenant Improvement Contractor in Arizona 2016, 2017, 2018 & #1 General Contractor in Arizona 2017
 2019 Tempe Business Excellence Award Winner
 485 W. Vaughn Street, Tempe, AZ 85283 / Phone: (480) 894-5500 / Fax: (480) 894-2323
 AZ ROC091625 / AZ ROC086769 / AZ ROC164561 / CA 770323 / UT 4741522-550
 ID RCE-26529 / NM 85371 / CO 233590 / MT 159837 / OR 218828 / WA 604-190-884

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EXHIBIT B
FEE SCHEDULE

Caliente Construction Inc.

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

EXHIBIT "B"**DS2201.401 Outside Plant Telecom Remote Buildings (Veteran's Oasis)****JOB ORDER COST PROPOSAL
SUMMARY SHEET**

10/06/2023 R1

Negotiated Prices			
Price of Subcontractor(s)		\$	633,762.23
Price of Subconsultant(s)		\$	-
General Conditions		\$	84,850.00
Preconstruction Labor (if applicable)		\$	-
Construction Labor (if applicable)		\$	-
SUBTOTAL (NEGOTIATED PRICES):		\$	718,612.23
Overhead and Profit (Coefficient per Job Order Master Agreement)	8.00%	\$	57,488.98
TOTAL (NEGOTIATED PRICES + OVERHEAD & PROFIT):		\$	776,101.21
Insurance, Bonds, & Taxes			
Sales Tax Percentage (Current Tax Rate)	TPT	5.070%	\$ 40,324.25
General Liability Insurance Percentage (Actual Cost per Job Order)		1.00%	\$ 7,186.12
Builder's Risk Insurance Percentage (Actual Cost per Job Order)		0.50%	\$ 3,593.06
Payment Bond (Actual Cost per Job Order)		1.50%	\$ 8,469.74
Performance Bond (Actual Cost per Job Order)	INC	0.00%	\$ -
SUBTOTAL (INSURANCE, BONDS, & TAXES):		\$	59,573.18
COMBINED TOTAL (TOTAL + INSURANCE, BONDS, & TAXES):		\$	835,674.38
Owner's Allowance		\$	100,930.61
TOTAL JOB ORDER:		\$	936,605.00

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

485 W. Vaughn Street, Tempe, AZ 85333 / www.calienteconstruction.com / (480) 894-5500 / Fax: (480) 894-2323
 AZ ROC091625, AZ ROC098789, AZ ROC164561, CA 770323, UT 4741522-550,
 ID ROC-28529, NM 85371, CO 233580, MT 159637, OR 218626, WA 604-150-884

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Caliente Construction Inc.

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

Project:	DS2201.401 Outside Plant Telecom Remote Buildings			0.00	Building Sq. Ft.
Owner:	(Veteran's Oasis)			0.00	Site Sq. Ft.
Architect:	City of Chandler			0.00	Site Acres
Bid Date:	Kimley Horn			0	RFI(s)
Taxing Jurisdiction:	10/06/2023 R1			0	Addenda
MRRA or TPT:	Chandler			NAME	100% Dated 6/22/23
TPT Chandler 5.070%					
DESCRIPTION					TOTALS
DIVISION 1	GENERAL CONDITIONS / GENERAL REQUIREMENTS				\$ 84,850.00
DIVISION 3	CONCRETE				\$ 59,094.60
DIVISION 12	FURNISHINGS (PRECAST BUILDING)				\$ 217,727.95
DIVISION 26	ELECTRICAL / COMMUNICATIONS				\$ 328,914.00
DIVISION 28	ACCESS CONTROL / SECURITY				\$ 28,025.68
Subtotal of Cost Of Work					\$ 718,612.23
CONTRACTOR FEE		8.00%		\$	57,488.98
GENERAL LIABILITY INSURANCE		1.00%		\$	7,186.12
BUILDERS RISK INSURANCE		0.50%		\$	3,593.06
BONDING FEES		1.50%		\$	8,469.74
SALES TAX	TPT Chandler 5.070%	5.070%		\$	40,324.25
Total Cost of Work				\$	835,674.38
ALLOWANCES (Based on Subtotal cost of Work - Not included in Cost of Work; No Markups)					
CONSTRUCTION ALLOWANCE		1.00	LS	\$	60,000.00
MATERIAL ESCALATION ALLOWANCE		5.00%		\$	35,930.61
TRAFFIC CONTROL ALLOWANCE		1.00	LS	\$	5,000.00
TOTAL PROJECT COST					\$ 936,605.00



#1 Transit Improvement Contractor in Arizona 2016, 2017, 2018 & #1 General Contractor in Arizona 2017, 2018, 2019
 2019 Tampa Bay Area Excellence Award Winner
 495 W. Vantage Street, Tempe, AZ 85283 / Phone: (480) 846-2500 / Fax: (480) 846-4971
 AZ: POC1591026 - AZ: POC1608785 - AZ: POC1645611 - CA: 7702223 - UT 4741422-890
 ID: POC5-25425 - NM: 65371 - CO: 233580 - NY: 159637 - OR: 218925 - WA: 604-593-886

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Caliente Construction Inc.

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

DS2201.401 Outside Plant Telecom Remote Buildings (Veteran's Oasis) General Conditions

10 Weeks

70 Calendar Days

CODE	ITEM	QTY	TYP	RATE/HR	SUBTOTAL
	GENERAL CONDITIONS				
00-1040	Project Manager	2.50	WK	\$ 4,200.00	10,500.00
00-1043	Project Engineer	3.00	WK	\$ 2,960.00	8,880.00
00-1045	Superintendent	10.00	WK	\$ 3,800.00	38,000.00
00-1050	Senior Project Manager	1.00	WK	\$ 4,720.00	4,720.00
	TEMPORARY FACILITIES				
01-5219	Portable Toilets	10.00	WK	\$ 125.00	1,250.00
00-1405	Field Office	10.00	WK	\$ 300.00	3,000.00
00-1301	Temp Power / Temp Generator	10.00	WK	\$ 350.00	3,500.00
01-5136	Temporary Construction Water	10.00	WK	\$ 125.00	1,250.00
00-1075	Drinking Water	10.00	WK	\$ 20.00	200.00
01	GENERAL REQUIREMENTS				
01-7410	Dumpster & Fees	1.00	PULL	\$ 550.00	550.00
01-5626	Temporary Fencing	1.00	LS	\$ 3,500.00	3,500.00
01-5600	Safety / Temp Protection	1.00	LS	\$ 1,000.00	1,000.00
02-2100	Survey	1.00	LS	\$ 3,500.00	3,500.00
02-3000	Subsurface Investigation	1.00	LS	\$ 2,500.00	2,500.00
01-5800	Project Identification Sign	1.00	LS	\$ 750.00	750.00
01-7243	Final Bldg Clean	1.00	LS	\$ 750.00	750.00
02-3216	Material Testing	1.00	LS	\$ 1,000.00	1,000.00

TOTAL GENERAL CONDITIONS

\$ 84,850.00



#1 Tenant Improvement Contractor in Arizona 2016, 2017, 2018 & #1 General Contractor in Arizona 2017, 2018, 2019
2019 Tempe Business Excellence Award Winner
485 W. Vasaquin Street, Tempe, AZ 85283 / Phone: (480) 864-2900 / Fax: (480) 845-4971
AZ: ROC0391926 AZ: ROC0398785 AZ: ROC184581 CA: 7702221 UT 4741422-890
ID: ROC-25425 NM 65371 CO 233580 MT 159637 OR 218925 WA 804-593-886

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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 **OUTSIDE PLANT FIBER TELECOMMUNICATIONS REMOTE BUILDINGS – VETERANS OASIS, DS2201.401** 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__.

AGENT OF RECORD

PRINCIPAL SEAL

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 **OUTSIDE PLANT FIBER TELECOMMUNICATIONS REMOTE BUILDINGS – VETERANS OASIS, DS2201.401** 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: **OUTSIDE PLANT FIBER TELECOMMUNICATIONS REMOTE BUILDINGS – VETERANS OASIS**

Project No.: **DS2201.401**

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: **OUTSIDE PLANT FIBER TELECOMMUNICATIONS REMOTE BUILDINGS – VETERANS OASIS**
Project No.: **DS2201.401**

(TO BE COMPLETED BY CONTRACTOR)

I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER PROJECT NO. **DS2201.401** 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

EXHIBIT G

SUBCONTRACTOR DOCUMENTS WITH JOC CONTRACTOR

Any subcontractor assumptions, clarifications, exclusions, terms & conditions, signature blocks, etc. included are strictly between the JOC Contractor and their subcontractors, and do not apply to the Agreement between the JOC Contractor and the City.

Caliente Construction Inc.

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

DS2201.401 Outside Plant Telecom Remote Buildings (Veteran's Oasis)

BID PACKAGE: Concrete
 BID DATE: 10/06/2023 R1
 RFI(s): 0
 ADDENDUM(S): 0

BID TALLY SHEET

DESCRIPTION	BUDGET				SUB 1	SUB 2	SUB 3	SUB 4	SELECTED SUB
	Caliente				Heywood	ELS	Golden Canyon	Liberty	ELS
	UNITS	QTY	COST/UNIT	COST					
BASE BID					\$ 47,681.00	\$ 40,119.00	**NO BID**	**NO BID**	
Concrete									
1 Clearing and Grubbing for OSP		0	\$ -	\$ -	NIC	\$ 13,370.00			
2 Site / Pad Prep / Haul-Off		0	\$ -	\$ -	X	X			
3 4" ABC		0	\$ -	\$ -	X	X			
4 10" Fiber Hut Pad w/ Turndown		0	\$ -	\$ -	X	X			
5 4" Gray Broom Sidewalk (Mag 230)		0	\$ -	\$ -	X	X			
6		0	\$ -	\$ -					
7 Loose Rip Rap w/ Fabric		0	\$ -	\$ -	X	X			
8		0	\$ -	\$ -					
9 Decomposed Granite for Site Restoration		0	\$ -	\$ -	NIC	\$ 5,006.50			
10		0	\$ -	\$ -					
11 Termite Treatment		0	\$ -	\$ -	\$ 500.00	\$ 500.00			
12		0	\$ -	\$ -					
13		0	\$ -	\$ -					
14		0	\$ -	\$ -					
15		0	\$ -	\$ -					
16		0	\$ -	\$ -					
17		0	\$ -	\$ -					
18		0	\$ -	\$ -					
19		0	\$ -	\$ -					
20		0	\$ -	\$ -					
SALES TAX					\$ -	\$ -	\$ -	\$ -	
SUBCONTRACTOR BID					\$ 47,681.00	\$ 40,119.00	\$ -	\$ -	
ADD-ONS					\$ 500.00	\$ 18,876.50	\$ -	\$ -	
TEXTURA					\$ 85.00	\$ 99.10	\$ -	\$ -	
TOTAL BID				\$ -	\$ 48,266.00	\$ 59,094.60	\$ -	\$ -	\$ 59,094.60



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 ID: POC5-25425, NM: 65371, CO: 233580, MT: 159637, OR: 218625, WA: 604-593-886

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ELS Construction, Inc.
3329 E Southern Avenue
Phoenix, AZ 85040
P: 602.243.1106 | F: 602.268.5040
www.elslandscapeaz.com

SELECTED SUBCONTRACTOR

September 11, 2023

TO: Caliente Construction Inc.
Address: 485 W Vaughn St, Tempe, AZ 85283.

ATTN: Kayla Hauer
Email: khauer@calienteconstruction.com.

RE: OUTSIDE PLANT FIBER TELECOMMUNICATION BUILDINGS

Address: 4050 E. Chandler Heights Rd, Public Safety -3550 S. Dobson Rd, Chandler, AZ.

Proposal of **ELS CONSTRUCTION, INC.** a corporation organized and existing under the laws of the State of Arizona.

The undersigned hereby proposes and agrees to furnish any and all required labor, materials, construction equipment, transportation and services for Amenities of **OUTSIDE PLANT FIBER TELECOMMUNICATION BUILDINGS** per plans, specifications, and pages one thru two of this proposal, for the following price:

NINETY THOUSAND AND NINETY-FOUR DOLLARS & 00/100: \$90,094.00 (tax not included). Textura Add: \$198.21

SEE BID SCHEDULE "EXHIBIT A" ATTACHED

The undersigned understands that payment will be made for the entire work completely and satisfactorily installed in accordance with the plans and specifications. The undersigned also understands that the Owner reserves the right to reject any and all bids or to waive any informalities in the bid.

John Lupoe

John Lupoe, G.C. Pre-Construction Director / Head Estimator
jlupoe@evergreenaz.com



ELS Construction, Inc.
 3329 E Southern Avenue
 Phoenix, AZ 85040
 P: 602.243.1106 | F: 602.268.5040
www.elslandscapeaz.com

SELECTED SUBCONTRACTOR

OUTSIDE PLANT FIBER TELECOMMUNICATION BUILDINGS - Hardscape

BID NOTES:

1. Construction Manager to supply grade +0.1 foot prior to commencement of work. Excludes import or export of soil.
2. ELS Construction, Inc. not liable for damage incurred through, but not limited to, vandalism, traffic, wind, rain, freezing temperatures, extreme heat, or the negligence of others.
3. Excludes sales tax, all specialty fees, ROW fees, permits, bonds, and special wages.
4. Proposal based on typical 40 hour work week, Monday through Friday. Excludes overtime, weekend, and night work.
5. Construction Manager to provide as-builts for location of underground utilities not handled by Blue Stake/CBYD.
6. Any condition requiring digging, using a jackhammer or hoe-ram, etc., or as a result of buried debris/structures will result in additional charges over and above the base bid.
7. Excludes demolition or clearing and grubbing of existing vegetation.
8. Excludes salvage, repair, replacement, relocation, protection, & maintenance of existing material.
9. Construction Manager to incur cost of water and electrical usage during construction and maintenance periods.
10. No traffic control, barricades, saw cutting of existing walls, walks, or roadways included.
11. Construction Manager to provide water source and water for construction.
12. Construction Manager to supply plans and specifications.
13. Includes phasing mobilizations as needed.
14. **Includes:** Remove existing landscape area; Site Grading & Prep; Rip Rap; Decomposed Granite; Restoration of existing landscape; Concrete slab pad (Public safety & Veteran Oasis); Concrete sidewalk (Public safety & Veteran Oasis) incldg turndown where applicable; 4" ABC (Veteran Oasis).
15. **All work as noted and specified per drawings & specification.**
16. **Exclusions: Water, site utilities, drywells, asphalt pavement, curbs & gutters, electrical and demo.**
17. Other Exclusions: Survey, staking, structural calculations, and/or engineering, special inspection, testing, permits, taxes, and any other items not specifically identified as included in this proposal.
18. Proposal per Kimley Horn plans with RLA stamp dated 06-22-23 and Chandler City Review/Approved dated 8-10-23.
19. **Bid is valid 60 days. Calendar days to complete work 25.**
20. **Note:** These notes are an integral part of this bid proposal and should be considered and included in any contract documents. Acceptance of this bid proposal constitutes acceptance of bid notes here with. **Bid based on acceptance of all items.** ELS Construction reserves the right to revisit and revise the proposal if all items are not accepted.

Page Three

11-Sep-23

OUTSIDE PLANT FIBER TELECOMM BLDG**EXHIBIT A
SCHEDULE OF VALUES**

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
1	Remove Existing Landscaping Area (cleaning & grubbing) (Veteran Oasis)	2674	sf	\$ 5.00	\$ 13,370.00
2	Site Grading, Prep, & Restoration (Public Safety & Veteran Oasis)	1	ls	\$ 43,214.00	\$ 43,214.00
3	Decomposd Granite (Public Safety & Veterans Oasis)	10540	sf	\$ 0.95	\$ 10,013.00
4	Concrete Slab pad (Public Safety & Veteran Oasis)	460	sf	\$ 11.50	\$ 5,290.00
5	Concrete Sidewalk (Public Safety & Veteran Oasis)	495	sf	\$ 10.00	\$ 4,950.00
6	4" ABC (Veteran Oasis)	739	sf	\$ 3.00	\$ 2,217.00
7	Rip Rap (Veteran Oasis)	670	sf	\$ 12.00	\$ 8,040.00
8	Mobilization / General Conditions	1	ls	\$ 3,000.00	\$ 3,000.00
TOTAL:					\$ 90,094.00
Textura:					\$ 198.21

Unit prices are good till November 1st , 2023.**Number of Calendar Days to complet 25****ELS Construction, Inc.**

Caliente Construction Inc.

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

DS2201.401 Outside Plant Telecom Remote Buildings (Veteran's Oasis)

BID PACKAGE: Furnishings
 BID DATE: 10/06/2023 R1
 RFI(s):
 ADDENDUM(S):

BID TALLY SHEET

	SUB 1	SUB 2	SUB 3	SUB 4	SELECTED SUB
	CXT	NW Management	Sabre	VFP	NW Management
DESCRIPTION					
			NO BID	**NO BID**	
BASE BID	\$ -	\$ -	\$ -	\$ -	
Furnishings					
1 Precast Building (11.5x20)	\$ 161,440.30	\$ 189,250.00			
2 Electrical	X	X			
3 Mechanical (2) Units	X	X			
4 Insulated Walls & Ceilings		X			
5 Doors & Hardware	X	X			
6 Floor Knockouts		X			
7 Fire Extinguisher		X			
8 Fire Rated Telco Board		X			
9 Anti Static Flooring	X	X			
10 Grounding	X	X			
11 Stamped PE Drawings	X	X			
12					
13 IT Racks	w/elect	w/elect			
14					
15 Exterior Electrical Equipment	w/elect	w/elect			
16					
17 Freight	\$ 15,049.41	\$ 2,000.00			
18 Crane and Setup	\$ 25,000.00	\$ 25,000.00			
19					
20 ** Tech Table **	\$ 1,000.00	\$ 1,000.00			
SALES TAX	\$ -	\$ -	\$ -	\$ -	
SUBCONTRACTOR BID	\$ -	\$ -	\$ -	\$ -	
ADD-ONS	\$ 202,489.71	\$ 217,250.00	\$ -	\$ -	
TEXTURA	\$ 445.48	\$ 477.95	\$ -	\$ -	
TOTAL BID	\$ 202,935.19	\$ 217,727.95	\$ -	\$ -	\$ 217,727.95



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 ID: REG-23425, NM: REG-171, CO: 233580, NY: 159637, OR: 218925, WA: REG-193-896

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1090 S Gilbert Rd STE 106-187
Gilbert AZ 85296

August 30, 2023



Caliente Construction Inc. - Tempe

Kayla Hauer | +1 406-207-3773 |
khauer@calienteconstruction.com

RE: City of Chandler – Veterans Oasis Site

Quote#: 23-2160

NW Management is pleased to provide you with a proposal to manufacture and supply our **11'5" x 20' RCS** Precast shelters to your **site in Chandler, AZ (xxxxx)**. ***We have configured this shelter based on the information and/or specifications submitted to us; however, please review the following scope of work carefully as we are quoting only what is specifically listed in that scope.***

With over thirty years of experience in the precast shelter industry, NW Management will exceed your expectations in quality and service.

In the event that you require additional information or clarification, please contact me at (678) 371-8315. I can also be reached at doug.domas@managenw.com. I look forward to working with you to satisfy your shelter needs.

Sincerely,

Doug Domas

Business Development
NW Management
678-371-8315

Enclosures: Scope of Work, Terms and Conditions, Pricing



Quote#: **23-2160**
Date: **6/30/2023**

Price Proposal

Our price in accordance with the stated scope within this proposal

Item	Work Item	QTY	Unit Value	Extended Price	Alternates
1.	Precast Building (11'5" x 20' RCS)	1	\$189,250	\$189,250	-
2.	Transportation of Building & Materials to: Chandler, AZ (xxxxxx)	1	\$2,000	\$2,000	-
3.	Equipment Racks – EIA 19" x 36", 7' tall, 4 post, open rack	4	\$2,450	\$9,800	
4.	Transformer – 50Kiva, 480 – 120/240V transformer & 150A Disconnect	1	\$5,965	\$5,965	
TOTAL			\$	\$207,015	\$

Progress Payment Schedule

- 45% of total contract due upon approved submittal drawings
- 25% of total contract due upon material ordering
- 30% of total contract due at completion, bill and hold

Project Scope:

We have configured the shelter and quoted scope based on the information and/or specifications submitted to NWM; however, **please review the following scope of work, Exhibit "A", carefully as we are quoting only what is specifically listed in the attached NW Management scope.** Stated scopes of work and shelter specifications are to become part of the Contract or Purchase Order for clarification purposes.

Project Schedule:

We offer the following milestone schedule:

- Design and Engineering 2-4 weeks
- Building and equipment procurement 25 to 30 weeks **(after approved drawings)**

Notes:

- The quoted price DOES NOT include payment and/or performance bonds.
- Exhibit "A" is to become a part of the contract or purchase order.
- Taxes:** Any applicable Federal, State or Local Taxes are not included.
- Transportation Pricing:** NW Management reserves the right to amend the quoted freight pricing. In the event of fuel cost escalation, we reserve the right to re-quote freight pricing based on current fuel cost at time of shipment. Refer to Terms and Conditions for further details.
- Foundation Design is not part of this proposal.
- Electrical, mechanical & thermal design reside solely on customer. NWM is not responsible for MEP design or issues that may result from customer design.



Quote#: 23-2160
Date: 6/30/2023

Exhibit "A"

A. Building Specification

Item	Scope of Work Item & Description Exhibit "A" is to become part of the Contract or Purchase Order for clarification purposes.	Quantity
	Building Specification	
1.	NW Management Model: (11'5" x 20' – RCS)	1-Lot
2.	Building Dimensions (Exterior): 20'4" Long x 11'5" Wide (11'9" with overhang) x 10'1" High	1-Lot
3.	Building Dimensions (Finished Interior): 19'0" Long x 10'5" Wide x 9'0" High	1-Lot
4.	Weight: 60,000-lbs	1-Lot
5.	Floor Equipment Load: 250 LBS / PSF	1-Lot
6.	Roof Live Load: 65 LBS / PSF	1-Lot
7.	Wind Speed: 110 MPH (When secured to proper foundation)	1-Lot
8.	Concrete Specification: 5000 PSI @ 28 days	1-Lot
9.	Fire Rating: Two Hour Equivalent	1-Lot
10.	Seismic Acceleration: Standard Design 50% g (IBC and ASCE7)	1-Lot
11.	Bullet Resistance: UL752, Level 4 (.30-06 at 15 Ft.) Equivalent	1-Lot
	Engineering - Shelter	
	Structural engineering and drawings will be provided for all items in this Building Scope of Work. The structural drawings will be stamped by a professional engineer registered in the state or province of building placement. Building design by customer.	
	NW Management will receive state or province approval as required. As such, NW Management reserves the right to amend the proposed Scope of Work to comply with any code or regulation required to obtain state approval	
	Local/municipal inspections and approvals, including site inspections, building permits, and zoning approvals are not included. NW Management is not responsible for determining such local requirements.	
	Foundation design is not included in shelter quote	
	Exclusions/Clarifications:	
	- Geotechnical Report - Site Preparation Excluded: Excavate, fill, compact, Level per geotechnical report - Conditional on permit approval and coordination with site contractor	
12.	Finished Wall Surface: Painted textured finish - Desert Tan	1-Lot
13.	Finished Roof: elastomeric coating - white	1-Lot
14.	Walls:R-19, Rigid Board Type with Moisture Barrier	1-Lot
15.	Ceiling: R-19, Rigid Board Type with Moisture Barrier	1-Lot
16.	Walls: .030" NuPoly Laminated to ½" Thick Moisture Board and R-11 insulation, Color: White	1-Lot
17.	Ceiling: .030" NuPoly Laminated to ½" Thick Moisture Board and R-19 insulation, Color: White	1-Lot
18.	Floor: Tile 12" x 12" Anti-Static Floor Tile with 4" Vinyl Cove Base	1-Lot



Quote#: **23-2160**
Date: **6/30/2023**

Item	Scope of Work Item & Description Exhibit "A" is to become part of the Contract or Purchase Order for clarification purposes.	Quantity
Doors and Openings		
19.	Door: 4'0" x 7'0", Single Door, 18 Ga. Galvannealed Steel, Primed and Painted	1
20.	Frame: 4'0" x 7'0", 16 Ga. Galvannealed Steel, Primed and Painted	1
21.	Lockset: Mortise Lockset with changeable core	1
22.	Core: Changeable Lock Core	1
23.	Door Hardware: NRP Stainless steel hinges, anti-pick plate, hydraulic door closer w/hold open arm, brush weather strip, aluminum threshold, door sweep Panic Door hardware	1
24.	Door Canopy (shipped loose)	1
25.	Openings: Floor and wall block-outs to be determined by customer, but cannot exceed the structure's design limitations	?
Power and Electrical 1PH, 120/240v		
26.	Disconnect Switch: Exterior Non-Fused 150A/3W/1P, NEMA 3R	1
27.	Main Distribution Panel: 250A, 120/240 VAC, 1P/42-Space w/Main Breaker (NEMA 1), 42KAIC, Square D QO	1
28.	Transformer: 50Kva, 480 – 120/240V, NEMA 3R (shipped loose) Excluded: pad	1
29.	Surge Suppression: 120/240v 1P SAD/MOV Type II (AC Data #B82XXR)	1
30.	Interior Wall Mounted Duplex Receptacle: NEMA 5-20R	1
31.	Twist lock Receptacles: 20A, duplex, ceiling mounted – 2 above each rack	14
32.	Exterior Wall Mounted GFI Receptacle:	1
HVAC/Environmental System		
33.	HVAC Unit: Bard,6T/3P/10kw	2
34.	HVAC Grille: Wall mounted adjustable supply & return grilles	2
35.	HVAC Controller: Lead Lag, Bard (MC4001)- STANDARD	1
<i>NWM is not responsible or liable for HVAC or ventilation sizing. If required, we can provide at an additional cost</i>		
Alarms		
36.	25 pair Alarm terminal box with intrusion, smoke, power failure, and high/low temperature	1

Excluded: Security Control Panel, Power supply cabinets, Quadplex RJ-45 data jacks, UPS, Dome PTZ Camera, Fixed domed cameras, CCTV, Fiber Cable Rack & hook system, Access Control System (ACS)



Quote#: **23-2160**
Date: **6/30/2023**

	Lighting	
37.	Fixtures (Interior): LED fixtures with acrylic lens cover (bulbs included)	6
38.	Fixture (Exterior): LED Fixture mounted on back box with photo-cell/motion sensor control (bulbs included)	1
39.	Fixture (Emergency): Exit fixture w/illuminated sign, dual flood lights & battery backup	1
40.	Switch: 20A Interior mounted light switch for interior lights	1
41.	Switch: 20A Interior mounted light switch for exterior light	1
	Cable Ladder	
42.	Cable Ladder: 1.5" x 18" Tubular , Zinc Dichromate with required hardware (anchored into concrete)	40-LF
	Grounding	
43.	Ground Bar: 1/4" x 4" x 20" Solid Copper with insulators, mounting hardware, and cad-welded #2 tinned copper ground tail 15' long (Includes 45 degree through wall exit h for wire)	1
44.	Grounding Halo: #2 Wire, Stranded Insulated Green, mounted approximately 4" from ceiling around the interior perimeter of building	1
45.	Grounding: #6 Wire, stranded copper, green insulated from halo to interior equipment	1
	Additional Items	
46.	Fire Extinguisher: 10 lb. CO2 Wall Mounted	1
47.	Telco Board: 3/4" wall board with Fire retardant paint	1
48.	Technician Table: wall mounted fold down table – Excluded product spec'd not available	-
49.	Equipment Racks: EIA 19", 4 post, 36" depth, no doors - Option	4
50.	Tie Down Kit: Equipment package with anchors & instructions	1
51.	Letter Tray: Wall Mounted Document Holder	1
52.	Operation Manual: Includes equipment cut sheets, operational instructions, and drawings.	1
53.	Drawings: Complete set of PE Stamped drawings (Soft Copy)	1
54.	Documents: Submittal and Approval Package	?



Quote#: 23-2160
Date: 6/30/2023

NW MANAGEMENT STANDARD TERMS AND CONDITIONS

1. **ENTIRE AGREEMENT:** These terms and conditions, in combination with the terms and conditions attached to SELLER's quote, invoice, purchase order and/or delivery ticket which are incorporated herein by reference (hereinafter collectively referred to as the "Terms"), represent the entire agreement between the parties. Any terms, including those on any PURCHASER purchase order, which are different, conflicting, add to, modify, supersede or otherwise alter the Terms without express written approval signed by an authorized representative of the SELLER are hereby rejected.
2. **PAYMENT TERMS:** If this CONTRACT is accepted, PURCHASER agrees to pay in full the invoice price of all purchases now or hereafter made from SELLER within 30 days. Progress payments shall be submitted on the 25th of each month, projected through the end of the month, without any retention. If the total invoice price is not paid in full on or before the due date, interest will accrue on the unpaid balance at the greater of 5% per month or the maximum rate allowed by the state laws of SELLER's principal place of business, whichever is greater. If the structure still has not shipped 30 days after the scheduled ship date, storage charges of 1% per month for the structure will be assessed. Additional maintenance charges may also be incurred at time of delivery. If PURCHASER should fail to fulfill any of its obligations under this CONTRACT, or if SELLER in good faith deems itself insecure because the prospect for payment is impaired or the prospect of performance of any provision of this CONTRACT is impaired, or if a default occurs for any other reason provided in this CONTRACT, then SELLER, at its option and without notice, may declare the entire unpaid balance owed by PURCHASER under this CONTRACT to be immediately due and payable, or terminate the credit privileges of PURCHASER under the CONTRACT, or both, as well as the right to take repossession and title to the structure if payment is not forthcoming. PURCHASER agrees to pay in full all costs and expenses incurred by SELLER in collecting the amounts owed by PURCHASER under this CONTRACT, including any and all court costs, attorneys' fees and collection costs. Payments received will be applied against items on unpaid invoices in an order and sequence determined by SELLER in its sole discretion. *Checks returned unpaid by your bank are automatically deposited a second time in an effort to clear your payments before they are returned to SELLER. Returned checks regardless of the reason, are subject to a service charge in an amount not to exceed applicable law. Any applicable Federal, State or Local Taxes are NOT included.*
3. **Progress Payment Schedule**
45% of total contract due upon approved submittal drawings
25% of total contract due upon material ordering
30% of total contract due at completion, bill, and hold
4. **CONDITIONS OF SALE:** This proposal is offered for acceptance and shall be valid for thirty (30) days from the date of quote. NW Management will review customer's credit and reserves the right to require special payment terms or reject Purchase Orders due to poor credit history. Executed orders are not subject to cancellation by buyer except by written agreement with the seller. The information contained herein is proprietary and strictly confidential. This Scope of Work and Pricing supersedes all prior offers, both written and verbal.
5. **Materials Price Increase:** In the event that there are significant increases in the prices that Seller pays for materials and supplies for the work to be performed between the date the Agreement is signed and the date that materials are purchased for the work to be performed, Seller shall be entitled to additional compensation from Seller as described herein. A significant increase in price is defined herein as an increase as to any specific items of materials of 3 percent (3%) or more. In such a case, Purchaser shall pay to Seller, on request, all sums by which the cost to Seller for any such items of materials has increased beyond 3%. This would apply, but not be limited to price increases in lumber, plywood, steel, sheet metal, roofing materials, fuel, manufactured products and equipment. Seller is entitled to demonstrate this price increase through the use of quotes, supplier list prices, invoices or receipts, when requested. Seller shall not be responsible for increased prices of materials when caused by delays, shortages or unavailability of materials due to conditions not caused by Seller.
6. **DELIVERY OF MATERIALS:** Logistics and shipping will be arranged and procured by the customer; NW Management will provide a list of approved transportation providers who are familiar with the product and requirements. Delivery to occur on weekdays during normal daylight working hours. Proper site conditions, including clear access roads and a reasonably level surface, so that vehicles, trucks, and cranes can safely maneuver under their own power. All roads, crossings, and load bearing surfaces to be able to accommodate a vehicle with a gross weight of 160,000 pounds. Required turning radius for a 70-foot tractor-trailer and minimum 150-ton crane. No overhead power lines, obstructions or overhanging trees that could block the maneuverability of equipment. NW Management reserves the right to amend the quoted freight pricing. The delivery price quoted is to the indicated location only. **Freight pricing will be quoted 30 days prior to deliver.** Delivery to occur on weekdays during normal daylight working hours. Proper site conditions, including clear access roads and a reasonably level surface, so that vehicles, trucks, and cranes can safely maneuver under their own power. All roads, crossings, and load bearing surfaces to be able to accommodate a vehicle with a gross weight of 160,000 pounds. Required turning radius for a 70-foot tractor-trailer and minimum 150-ton crane. No overhead power lines, obstructions or overhanging trees that could block the maneuverability of equipment. If for any reason the original routing directions are changed, NW Management reserves the right to revise the charges for additional mileage and fees.
7. **RISK OF LOSS:** When materials are sold "F.O.B. Plant," delivery of materials therefor shall be accomplished at SELLER's plant, and PURCHASER shall bear all risks of loss, damage, injury or liability associated with transportation and placement of materials. When materials are specified to be sold "F.O.B. Job Site," delivery shall be accomplished at agreed upon PURCHASER job site, and PURCHASER bears all risk of loss or damage to the materials once delivered by SELLER. Should PURCHASER be unable to take possession of the structure within 30 days of its manufacture or the delivery date requested by PURCHASER, whichever occurs first, then PURCHASER agrees to take title of the structure by executing a bill of sale for such structure.
8. **SECURITY INTEREST:** PURCHASER hereby grants SELLER a security interest in all products, materials, component and related parts sold hereunder, whether or not the same become fixtures. Should PURCHASER fail to pay all or portions of any amounts due and payable hereunder, breach this CONTRACT or otherwise default, SELLER shall have all rights and remedies as a secured party available to it under law or equity including but not limited to rights of self-help (i.e., without notice) to repossess all or any portion of such materials.
9. **RE-ENGINEERED PRODUCTS:** Unless otherwise agreed to by SELLER in writing, all materials sold by SELLER hereunder are pre-engineered products manufactured in accordance with standard catalog data, and are not intended for unusual or specific CONTRACTs. If PURCHASER requires specially engineered



Quote#: 23-2160
Date: 6/30/2023

materials, PURCHASER must approve in writing all applicable specifications and drawings for such specially engineered materials before SELLER will commence production of the same.

10. **APPROVED DRAWINGS:**

- a. Preliminary Drawings: Preliminary drawings will be furnished within two weeks from receipt of an acceptable executed copy of this quotation contract and a Purchase Order
- b. Customer Approved Drawings: Customer must sign and return approved drawings.
- c. State Approved Drawings: NW Management will submit for state approvals immediately after receipt of Customer Approved Drawings. Please note that NW Management has no control over time lines for state approvals. In the past 12 months, the average time for state approvals has been 4 weeks. The delivery date will be dependent on current production demands after State approval and will be estimated at time of receipt of Purchase Order.
- d. Change Orders: Any change after Customer Approved Drawings will be considered a change order and will jeopardize the delivery date of the structure and be subject to additional charges.

11. **WARRANTY, DISCLAIMER LIMITATIONS ON LIABILITY:**

- a. NW Management provides a limited warranty (available on request) which can be summarized as follows:
 - i. Five (5) year structural precast concrete limited warranty
 - ii. One (1) year limited warranty for quality and workmanship of any services performed by NW Management
 - iii. One (1) year limited warranty for equipment manufactured and/or installed by NW Management
 - iv. Warranties on equipment (HVAC, electrical and lighting devices, etc.) not manufactured by NW Management will be passed through NW Management from the manufacturer to the customer
- b. Unless otherwise agreed to in writing by both parties, SELLER warrants only that, for a period of one (1) year after installation, SELLER products or materials sold hereunder shall be free from material defects in workmanship. Any failure by PURCHASER to timely pay any or all amounts due hereunder shall automatically void this express warranty made by SELLER. No agent, employee or representative of SELLER has authority to bind SELLER to any affirmation, representation or warranty concerning any products or materials sold to PURCHASER, unless and until said affirmation, representation or warranty is expressed in writing and signed by an authorized SELLER representation. The description of the goods contained herein is the sole basis for this agreement, and no statements or representations other than those embodied herein have been made or relied upon.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, SELLER DOES NOT MAKE AND SPECIFICALLY EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR ARISING BY TRADE USAGE OR COURSE OF DEALING, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY IMPLIED INDEMNITIES. IN NO EVENT WILL SELLER BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION, AND LOSS OF BUSINESS INFORMATION) ARISING OUT OF THE USE, INABILITY TO USE OR FAILURE OF ANY MATERIALS OR PRODUCTS SOLD HEREUNDER, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY DEFECTS CAUSED BY IMPROPER USE, DESIGN, INSTALLATION OR MAINTENANCE VOICE ANY AND ALL WARRANTIES EXPRESSED OR IMPLIED, AND WHICH OTHERWISE APPLY. IT IS AGREED THAT SELLER SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES WHICH EXCEED THE INVOICE PRICE OF ANY MATERIALS WHICH ARE DETERMINED TO BE DEFECTIVE OR NON-CONFORMING.

12. **LIMITED REMEDY:** For Defective Products/Materials. Should the products or materials sold hereunder breach the limited warranty made by SELLER in Section 7 above, PURCHASER must provide written notice to SELLER of such breach within forty-eight (48) hours of PURCHASER's initial knowledge of said defect. PURCHASER hereby waives and relinquishes all actions and claims for replacement and repair thereof if PURCHASER fails to deliver such written notice within the applicable 48-hour period. Upon SELLER's receipt of timely written notice, SELLER's sole obligation and PURCHASER's exclusive remedy shall be the repair or replacement of the defective products or materials within a commercially reasonable period of time. Under no circumstances shall SELLER be liable for any liability, damages or costs due to delays in the approval, delivery or installation of any SELLER products or materials. PURCHASER understands and agrees that "but for" this limited remedy and SELLER's limitations on liability as stated in Section 7 above, SELLER would not be able to sell its products and materials to PURCHASER at the agreed prices and that the warranty disclaimers, the limitations on liability, and the limited remedy described in this Section 7 constitute an agreed allocation of risk between PURCHASER and SELLER.
13. **INDEMNIFICATION:** PURCHASER agrees to defend, indemnify and hold SELLER harmless from and against all claims, losses, damages, penalties, costs and/or expenses for damage to property of whatsoever kind or nature, or injury to persons arising out of performance under this CONTRACT by PURCHASER, its agents or employees. PURCHASER's duty to indemnify SELLER for liability and/or damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of SELLER and PURCHASER shall apply only to the extent of the negligence of PURCHASER, its agents or employees. PURCHASER's indemnification obligations hereunder shall exclude claims, losses, liabilities, costs or expenses for damage to property of whatsoever kind or nature, or injury to persons arising out of performance under this Agreement from the sole negligence of the SELLER, its agents or employees.
14. **SAFETY:** PURCHASER must provide a safe delivery site and comply with all federal, state and local safety laws, rules, ordinances and other requirements. PURCHASER shall indemnify and hold harmless SELLER, its agents, employees and contractors from, and shall defend any and all actions, claims, suits or proceedings that may subject SELLER to liability arising from PURCHASER's failure or inability to properly handle the products or materials, or provide a safe delivery site. SELLER agrees that, when its employees, agents or contractors deliver the products or materials purchased hereunder, it and they shall comply with all federal, state and local safety requirements.
15. **STOP WORK:** If credit conditions become unsatisfactory at any time prior to SELLER's completion of the work hereunder, PURCHASER shall furnish adequate security upon SELLER's request. To the extent PURCHASER fails to provide adequate security, as determined in SELLER's sole discretion, SELLER may stop work.
16. **PURCHASER'S BANKRUPTCY:** Should PURCHASER become bankrupt or insolvent during the terms of this CONTRACT, this CONTRACT shall automatically terminate, provided such termination shall not prejudice SELLER's rights to the amounts then due and owing.
17. **GOVERNING LAW:** PURCHASER acknowledges that all billings, accounts receivable, and credit functions of SELLER are processed either through (i) the division or branch office from which PURCHASER makes purchases on credit pursuant to the credit granted hereunder; (ii) or any member of the SELLER group of affiliated companies; or (iii) any other SELLER related administrative entity. Therefore, in the event of arbitration between SELLER and PURCHASER, the



Quote#: 23-2160
Date: 6/30/2023

arbitration, at the sole option of SELLER, shall take place in any city within any State having proper jurisdiction. SELLER and PURCHASER agree that the laws of the State in which the SELLER branch granting credit hereunder is located shall govern the interpretation of this CONTRACT.

18. **MANDATORY BINDING ARBITRATION.** ANY DISPUTE ARISING UNDER THIS CONTRACT SHALL BE SUBMITTED TO AND RESOLVED BY BINDING ARBITRATION IN ACCORDANCE WITH SECTION 15. THE AMERICAN ARBITRATION ASSOCIATION SHALL CONDUCT THE ARBITRATION UNLESS THE PARTIES MUTUALLY AGREE TO USE AN ALTERNATIVE ARBITRATION SERVICE. THE COSTS OF THE ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES. JUDGMENT UPON ANY AWARD MADE BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.
19. **ASSIGNMENT:** PURCHASER shall not assign this CONTRACT without the prior written consent of SELLER. Notwithstanding the foregoing, PURCHASER shall have the right to assign this CONTRACT to any person or entity that acquires or succeeds to all or substantially all of PURCHASER's business or assets upon written notice to SELLER in accordance with Section 23, so long as the assignee or transferee assumes and continues to fulfill and perform all of the assignor/transferee's obligations hereunder. Notwithstanding anything contained herein to the contrary, PURCHASER shall remain liable for any and all obligations hereunder until SELLER acknowledges and approves any assignment in writing.
20. **MODIFICATION AND WAIVER:** Neither this CONTRACT nor any term or provision hereof may be changed, waived, discharged, amended, modified or terminated orally, or in any manner other than by an instrument in writing signed by both parties hereto. The failure of any party hereto to insist upon strict performance of any of the covenants and agreements herein contained, or to exercise any right or remedy herein conferred, in any one of more instances, shall not be construed to be a waiver or relinquishment of any such right or remedy, or of any other covenants or agreements, but the same shall be and remain in full force and effect.
21. **SERVERABILITY:** If any provision of this CONTRACT is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this CONTRACT.
22. **FORCE MAJEURE:** A party is excused from its obligations under this CONTRACT (except for PURCHASER's obligations to pay any monies due and payable to SELLER hereunder) to the extent such party (or a third party upon whom such party materially relies) sustains a loss by strike, fire, flood, windstorm, accident, act of God or other similar or dissimilar calamity or occurrence out of the reasonable control of such party which materially interferes with the conduct of such party's business, regardless of whether or not any such loss has been insured.
23. **RELATIONSHIP OF THE PARTIES:** Nothing contained in this CONTRACT shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent or partnership or of any association between any of the parties hereto other than independent contracting parties.
24. **COMPLIANCE WITH LAWS:** PURCHASER must comply with all federal, state and local laws, codes, regulations and ordinances. PURCHASER agrees to pay all applicable fees, licenses and taxes, including sales and use taxes and inspection costs.
25. **NOTIFICATION OF CHANGE IN OWNERSHIP:** PURCHASER hereby agrees to notify SELLER, in writing, thirty (30) days prior to any change in ownership, name or business structure of PURCHASER and further agrees to be jointly and severally liable for all purchases by the new business structure and/or owners should said notification not be given. SELLER may, regardless of the terms herein or on any invoice, require all outstanding account balances be paid in full on demand upon change in ownership and/or business structure, and may refuse to make further sales or extend credit pending approval of the new business structure's/owners' credit, which approval shall be at SELLER's sole discretion.

Company Name	Address	City / State / Zip
--------------	---------	--------------------

Authorized agent of company (printed name)	Signature
--	-----------

Caliente Construction Inc.

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

DS2201.401 Outside Plant Telecom Remote Buildings (Veteran's Oasis)

BID PACKAGE: Electrical BID DATE: 10/06/2023 R1 RFI(s): 0 ADDENDUM(S): 0									
BID TALLY SHEET									
DESCRIPTION	BUDGET				SUB 1	SUB 2	SUB 3	SUB 4	SELECTED SUB
	Caliente				DP Electric	Aspen	AJP	Jenco	DP Electric
	UNIT	QTY	COST/UNIT	COST					
BASE BID					\$ 328,214.00	\$ -	\$ -	\$ 305,752.00	
Electrical									
1 Provide & Install Conduit/Wire		0	\$ -	\$ -	X			X	
2 Provide & Install SMFO Cable		0	\$ -	\$ -	X			X	
3 Provide & Install Conduit w/ Tracer wire and Mule tape		0	\$ -	\$ -	X			X	
4 Provide & Install No. 9 Split Pull Box		0	\$ -	\$ -	X			X	
5 Provide & Install No. 7 Pull Box		0	\$ -	\$ -	X			X	
6 Remove Existing Box and Replace w/ new No. 9		0	\$ -	\$ -	X			X	
7 Provide & Install Disconnect		0	\$ -	\$ -	X			X	
8 Provide & Install EMT for Connection from Existing MCC-LV to Building		0	\$ -	\$ -	X			X	
9 Provide & Install Grounding Ring		0	\$ -	\$ -	X			X	
10 Trenching (Shared for Electrical & SMFO)		0	\$ -	\$ -	X			X	
11 Slurry Backfill as Required		0	\$ -	\$ -	X			X	
12 Hand Dig as Required		0	\$ -	\$ -	X			X	
13 Clean Fill, Conduit Stands, & Compaction		0	\$ -	\$ -	X			X	
14 Furnish and Install Transformer		0	\$ -	\$ -	X			X	
15 Provide & Install (4) Data Racks and (4) vertical Wire Managers		0	\$ -	\$ -	X			X	
16 Provide & Install up to 500 LF of CAT 6		0	\$ -	\$ -	X			X	
17 Provide & Install (2) 48 Port Patch Panels		0	\$ -	\$ -	X			X	
18 Sawcut & Patchback (based on 125 LF)		0	\$ -	\$ -	X			NIC	
19 Scan and Coring		0	\$ -	\$ -	X			?	
20 Crane/Lift for Vault Placement		0	\$ -	\$ -	X			X	
21		0	\$ -	\$ -					
22 Background Check		0	\$ -	\$ -	X			?	
23		0	\$ -	\$ -					
24 Breaker for Existing MCC-LV (150A)		0	\$ -	\$ -	X			?	
25		0	\$ -	\$ -					
SALES TAX					\$ -	\$ -	\$ -	\$ -	
SUBCONTRACTOR BID					\$ 328,214.00	\$ -	\$ -	\$ 305,752.00	
ADD-ONS					\$ -	\$ -	\$ -	\$ -	
TEXTURA					\$ 700.00	\$ -	\$ -	\$ 672.65	
TOTAL BID				\$ -	\$ 328,914.00	\$ -	\$ -	\$ 306,424.65	\$ 328,914.00



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 ID REG-25425 - NM REG-171 - CO 233580 - NY 159637 - CT 219625 - WA REG-193-896

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September 7, 2023

Project: CAC JOC OSP Telco Buildings

Page 1 of 3

Caliente Construction Inc
Attn: Kayla Hauer, Justin Miller

DP Electric Inc. is pleased to provide you with a Proposal for the above referenced project. This proposal is based on customer provided information including drawings S003, E002, 050, 051, 052, 053, 054, 055, 056, 057, 300, 301, 302, 310, 311, 400, 401, 402, 403, 410, 411.

Electrical Public Safety.....	\$247,643.00
Add Alt 250A Panel.....	\$3,200.00
Add Alt Cable Tray/Ladder.....	\$4,095.00
Add Alt Sales Tax.....	\$4,540.00
Textura.....	\$530.00

Electrical Veterans Oasis.....	\$324,119.00
Add Alt 250A Panel.....	\$3,200.00
Add Alt Cable Tray/Ladder.....	\$4,095.00
Add Alt Sales Tax.....	\$4,152.00
Textura.....	\$700.00

Public Safety Qualification Notes:

1. Provide and installation of 400LF of 2" PVC with (2) 1/0, (1) #6 wire.
2. Provide and installation of 515LF of 144 SMFO cable in (1) 2" black PVC with #12 tracer wire and 2500LB Mule tape.
3. Provide and installation of 515LF (3) of 2" grey PVC with #12 tracer wire and 2500LB Mule tape.
4. Provide and installation of (1) No.9 split pull box intercepting existing city fiber optic conduits per detail C-103-3.
5. Provide and installation of new splice closure and splice new 144 SMFO cable to existing SMFO cables per city provided splice details.
6. Provide and installation of (1) No. 7 pull box per detail C-103-1.
7. Provide and installation of 100' of SMFO cable slack per each cable entrance in No.9 pull box.
8. Provide and installation of 50' of SMFO cable slack in, per cable, in No.7 pull box.
9. Provide and installation of 400LF (2) 2" PVC (1- grey, 1- black) per detail C-104.
10. Provide and installation of up to 50' of 2" EMT with (2) 1/0, (1) #6 wire from outside building to "MCC-LV" inside building.
11. Proposal includes \$1,750.00 breaker allowance for unknown 150A breaker type in "MCC-LV".
12. Provide and installation of grounding ring for Fiber Hut per note #2 sheet E056.
13. Proposal includes shared trenching for all underground conduits.
14. Proposal includes scan and core holes for feed from building.
15. Proposal includes slurry for trench related to sheet E054, detail C-104.
16. Proposal includes 6" clean fill, compacted per note 1 on sheet E002 and conduit stands in trenches.
17. Proposal includes a backhoe and trench shoring for vault locations.
18. Provide and installation of (4) data racks and (4) vertical wire managers per sheet E056
19. Proposal includes 500' of CAT6 cable and (2) 48 port patch panel.
20. Proposal includes up to 175' of saw cut and patch back.
21. Proposal includes hand dig.
22. Proposal includes crane for vault installation.
23. Proposal includes manhours for background check.
24. All work performed per the NFPA 70E.
25. This proposal is valid for (30-days) only. (see material escalation note at the end of this proposal)

Public Safety Add Alt 250v panel:

- Provide and installation of 250A 120/240v panel per sheet E310, 311.

Public Safety Cable/Ladder tray:

- Provide and installation cable/ladder tray per sheet E-056.



September 7, 2023

Project: CAC JOC OSP Telco Buildings

Page 2 of 3

Veterans Oasis Qualification Notes:

1. Provide and installation of 115LF of 144 SMFO cable in (1) 2" black PVC with #12 tracer wire and 2500LB Mule tape.
2. Provide and installation of 715LF (3) of 2" grey PVC with #12 tracer wire and 2500LB Mule tape.
3. Provide and installation of 2145LF #12 tracer wire and 2500LB Mule tape in existing conduits per note #5&6 on sheet E401.
4. Provide and installation of (1) No.9 pull box per detail C-103-2.
5. Provide and installation of new splice closure and splice new 144 SMFO cable to existing SMFO cables per city provided splice details.
6. Provide and installation of 100' of SMFO cable slack per each cable entrance in No.9 pull box.
7. Remove (1) No.7 pull box and replace with (1) No. 9 pull box detail C-103-2.
8. Remove (1) No.7 pull box and replace with (1) No. 9 split pull box detail C-103-2.
9. Provide and installation of 405LF of 2" PVC with (2) 1/0, (1) #6 wire.
10. Provide and installation of 495LF of 144 SMFO cable in (1) 2" black PVC with #12 tracer wire and 2500LB Mule tape.
11. Provide and installation of (1) electrical pull box No.7 per detail #2 on sheet E050.
12. Proposal includes \$1,750.00 breaker allowance for unknown 150A breaker type in distribution "HA".
13. Provide and installation of up to 50' of 2" EMT with (2) 1/0, (1) #6 wire from outside to distribution "HA" inside building.
14. Provide and installation of grounding ring for Fiber Hut per note #2 sheet E056.
15. Proposal includes shared trenching for all underground conduits.
16. Proposal includes slurry for trench related to sheet E054, detail C-104.
17. Proposal include hand dig.
18. Proposal includes 6" clean full, conduit stands in trenches and compacted per note 1 on sheet E002.
19. Proposal includes a backhoe and trench shoring for vault locations.
20. Provide and installation of (4) data racks and (4) vertical wire managers per sheet E056.
21. Proposal includes 500' of CAT6 cable and (2) 48 port patch panel.
22. Proposal includes up to 125' of saw cut and patch back.
23. Proposal includes scan and core holes for feed from building.
24. Proposal includes crane for vault installation.
25. Proposal includes manhours for background check.
26. All work performed per the NFPA 70E.
27. This proposal is valid for (30-days) only. (see material escalation note at the end of this proposal)

Veterans Oasis Add Alt 250v panel:

- Provide and installation of 250A 120/240v panel per sheet E410, 411.

Veterans Oasis Cable/Ladder tray:

- Provide and installation cable/ladder tray per sheet E-056.

Exclusions:

1. Hard dig or HydroVac.
2. Replacement/ repair of landscaping and irrigation.
3. Disposal of excess trench spoils.
4. Any existing conditions/code violations.
5. Overtime or afterhours work.
6. Dry utilities/ AV/Security/CCTV/Sound Masking/PA/Fire Alarm.
7. Proposal excludes temporary power (is available upon request).
8. All formed concrete, equipment pads/ Roof jacks & roof patch. Traffic Controlling.
9. Engineering/fees, permits/fees, special inspection fees, utility fees.
10. Lightning Protection & Counterpoise Grounding Loop.
11. All coordination or load studies.



September 7, 2023
Project: CAC JOC OSP Telco Buildings
Page 3 of 3

Insurance, Warranty & Spares:

◦ Proposal includes the basic "Additional Insured" insurance for GC & project owner ◦ Proposal includes (1) year warranty and (2) year workmanship ◦ DP Electric will only transfer the manufacturer's warranties to Owner. ◦ Lamps are not covered under warranty ◦ No Spares (no spare fuses, no spare lamps & no spare ballasts) ◦

Material Escalation:

Any material escalation that exceeds 3% from the date of this proposal for the electrical rough materials shall be considered as additional cost to the project and shall be billed as material escalation change-order. This is due to volatility in price of steel & copper.

If you have any questions, please feel free to contact us.
Thank you.



Alan Partida
Assistant Project Manager
O: 480-476-8768
M: **480-486-2778**
F: 480-858-9067
alan.partida@dpelectric.com

Caliente Construction Inc.

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

DS2201.401 Outside Plant Telecom Remote Buildings (Veteran's Oasis)

BID PACKAGE: Security/Safety Systems
 BID DATE: 10/06/2023 R1
 RFI(s): 0
 ADDENDUM(S): 0

BID TALLY SHEET									
DESCRIPTION	BUDGET				SUB 1	SUB 2	SUB 3	SUB 4	SELECTED SUB
	Caliente				APL	Premise One	Signal One	Division 27	APL
	UNIT	QTY	COST/UNIT	COST					
						NO BID	**NO BID**	**NO BID**	
BASE BID					\$ 27,964.16	\$ -	\$ -	\$ -	
<u>Security/Safety Systems</u>									
1		0	\$ -	\$ -					
2 <u>Access Control</u>		0	\$ -	\$ -					
3 Furnish & Install Enclosure Panel		0	\$ -	\$ -	X				
4 Furnish & Install Conduit to Entry Door		0	\$ -	\$ -	X				
5 Furnish & Install Card Reader, Contact, REX, and Strike in Existing Door		0	\$ -	\$ -	X				
6 Furnish & Install wire		0	\$ -	\$ -	X				
7 Terminate Wires		0	\$ -	\$ -	X				
8 Programming & Testing		0	\$ -	\$ -	X				
9		0	\$ -	\$ -					
10 CCTV		0	\$ -	\$ -					
11 Furnish & Install PTZ and Dome Camera		0	\$ -	\$ -	X				
12 Furnish & Install Conduit to Cable Rack		0	\$ -	\$ -	X				
13 Install NVR, POE, and UPS/Patch Panels		0	\$ -	\$ -	X				
14 Run Cat 6 wiring		0	\$ -	\$ -	X				
15 Terminate Wires		0	\$ -	\$ -	X				
16 Programming & Testing		0	\$ -	\$ -	X				
17		0	\$ -	\$ -					
18 Background Checks		0	\$ -	\$ -	X				
19		0	\$ -	\$ -					
20		0	\$ -	\$ -					
SALES TAX					\$ -	\$ -	\$ -	\$ -	
SUBCONTRACTOR BID					\$ 27,964.16	\$ -	\$ -	\$ -	
ADD-ONS					\$ -	\$ -	\$ -	\$ -	
TEXTURA					\$ 61.52	\$ -	\$ -	\$ -	
TOTAL BID				\$ -	\$ 28,025.68	\$ -	\$ -	\$ -	\$ 28,025.68



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 ID: ROC-25425 - NM: 65371 - CO: 233580 - MT: 159637 - OR: 218925 - WA: 604-593-886

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APL Access & Security, Inc.

SELECTED SUBCONTRACTOR

CARD ACCESS * BIOMETRICS * IP VIDEO SURVEILLANCE * INTRUSION DETECTION * ID BADGING
GATE ACCESS SYSTEMS * ELECTROMECHANICAL DOOR HARDWARE

Proposal: 13423
Revision: 1
Change Order: 0
Modified: 09/13/23

Proposal For:

Kayla Hauer

Caliente Construction, Inc.

485 W. Vaughn St.

Tempe, AZ 85283

khauer@calienteconstruction.com

Prepared By:

Ron Page

APL Access & Security, Inc.

115 South William Dillard Drive

Gilbert, Arizona 85233

1-480-497-9471

rpage@aplsecurity.com

Caliente Construction, Inc.

Access Control and CCTV add to the Veterans Oasis Park Fiber Bldg

4050 E Chandler Heights Rd

Chandler, AZ 85248



CHANDLER
a r i z o n a

Diversity, Equity & Inclusion



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ROC#202588 * SDB CERTIFIED * GSA SCHEDULE 84 * UL2050 CERTIFIED * MBE CERTIFIED * SBE CERTIFIED * DBE CERTIFIED

CONFIDENTIAL AND PROPRIETARY





APL Access & Security, Inc.

SELECTED SUBCONTRACTOR

CARD ACCESS * BIOMETRICS * IP VIDEO SURVEILLANCE * INTRUSION DETECTION * ID BADGING
GATE ACCESS SYSTEMS * ELECTROMECHANICAL DOOR HARDWARE

Caliente Construction, Inc.
485 W. Vaughn St.
Tempe, AZ 85283

Proposal: 13423
Revision: 1
Change Order: 0
Modified: 09/13/23

Access Control and CCTV add to the Veterans Oasis Park Fiber Bldg

This proposal covers the labor and materials to add access control to the COC Veteran's Oasis Fiber Site. APL will:

Access Control

- 1) Install the new enclosure on fire treated backer board
- 2) Run Conduit to the entry door
- 3) Install reader, contact, REX and strike on the door
- 4) Run wire from the door to the enclosure
- 5) Terminate all wires at the door and at the enclosure
- 6) Program the new door into the COC's Lenel software
- 7) Test the door for proper operation

CCTV

- 1) Install PTZ and dome camera per supplied customer drawings
- 2) Run conduit from the camera locations to the nearest cable rack
- 3) Install NVR, POE Plus switch, UPS and patch panels in the customer rack
- 4) Run cat 6 from the rack equipment to the 2 new cameras
- 5) Terminate wires at the camera and the rack
- 6) Program IP addresses in the new cameras
- 7) Program the new cameras into the NVR
- 8) Tie the NVR into the customer supplied open network port
- 9) Assist COC with connection and testing of the NVR and cameras

Supplied by others

- 1) IP address for the new controller panel, NVR and 2 cameras
- 2) Open network port for the new controller and NVR
- 3) 110vac for the new power supply and UPS
- 4) Wall space for the new enclosure
- 5) Rack space for the CCTV equipment
- 6) Bonding is excluded in this proposal

Veteran's Oasis Site

\$27,964.16

Access Control		Unit Price	Ext. Price
1	LNL-AL400ULX Power Supply	\$418.60	\$418.60
1	LNL-X2210 Door Controller	\$1,020.60	\$1,020.60
1	4500C-630 Electric Strike	\$442.09	\$442.09
1	920PTNNEK00000-L001 Card Reader RP40 SE	\$322.00	\$322.00



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SELECTED SUBCONTRACTOR

CARD ACCESS * BIOMETRICS * IP VIDEO SURVEILLANCE * INTRUSION DETECTION * ID BADGING
GATE ACCESS SYSTEMS * ELECTROMECHANICAL DOOR HARDWARE

Caliente Construction, Inc.
485 W. Vaughn St.
Tempe, AZ 85283

Proposal: 13423
Revision: 1
Change Order: 0
Modified: 09/13/23

1	679-05HM Door Position Switch	\$83.76	\$83.76
1	DS160 Request To Exit	\$136.09	\$136.09
1	TP160 Trim Plate	\$2.16	\$2.16
1	PS-12120-F2 Battery	\$30.95	\$30.95
1	1lot Lot:All necessary cable, conduit, fasteners, connectors, mounting hardware, cam-locks, and misc consumables	\$600.00	\$600.00
	Labor	\$2,720.00	\$2,720.00

CCTV		Unit Price	Ext. Price
1	IP04-20T-F2A Network Video Recorder, 2U, 4 IP Channels, Windows 10, HDMI, DVI-I, DisplayPort, 20 TB	\$9,805.25	\$9,805.25
1	NSS-G24D2P24 24 10/100/1000Mbps Port Gigabit L2 Managed PoE+ Switch, 240W; 2 Dedicated SFP Gigabit Slots, 52Gbps, Web/CLI, 12-Outlet 120V PDU	\$1,412.56	\$1,412.56
1	M4800-1U-GS - patch panel - 1U - 19" Patch panel	\$181.39	\$181.39
1	EXR1500RT2U UPS AVR 1.5kVA/1350W 2U Rack/Wall/Twr Ext Runtime LCD	\$1,144.88	\$1,144.88
1	01752-004 Q6075-E 60 Hz 2MP Outdoor PTZ IP Security Camera with 40x Optical Zoom	\$3,316.15	\$3,316.15
1	02328-001 P3265-Lve Fixed Dome Camera HDTV 1080p Stream	\$752.89	\$752.89
1	5502-431 Mount- Pendant	\$59.30	\$59.30



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APL Access & Security, Inc.

SELECTED SUBCONTRACTOR

CARD ACCESS * BIOMETRICS * IP VIDEO SURVEILLANCE * INTRUSION DETECTION * ID BADGING
GATE ACCESS SYSTEMS * ELECTROMECHANICAL DOOR HARDWARE

Caliente Construction, Inc.
485 W. Vaughn St.
Tempe, AZ 85283

Proposal: 13423
Revision: 1
Change Order: 0
Modified: 09/13/23

1	5507-461 Mount- Ceiling	\$129.67	\$129.67
1	1lot Lot:All necessary cable, fasteners, connectors, mounting hardware, cam-locks, and misc consumables	\$350.00	\$350.00
	Labor	\$2,720.00	\$2,720.00

Misc		Unit Price	Ext. Price
1	DPS fingerprint cards and background checks 2 technicians	\$300.00	\$300.00
	Project Management	\$648.71	\$648.71
	Submittals - Shop Drawings - Close Out Documents	\$800.00	\$800.00
	Administration Fee	\$259.48	\$259.48
	Shipping & Handling	\$307.63	\$307.63
	Product shipping and handling charges		



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GATE ACCESS SYSTEMS * ELECTROMECHANICAL DOOR HARDWARE

Caliente Construction, Inc.
485 W. Vaughn St.
Tempe, AZ 85283

Proposal: 13423
Revision: 1
Change Order: 0
Modified: 09/13/23

Financial Summary

Equipment:	\$20,508.34
Shipping & Handling	\$307.63
APL PM Fee	\$648.71
APL Labor	\$5,440.00
Administration Fee	\$259.48
Submittals, Shop Drawings & Close Out Documents	\$800.00
Sales Tax: 7.80%	\$1,599.65

Grand Total: \$29,563.81

WARRANTY: APL Access & Security, Inc. warrants all material and labor furnished for a period of one year from date of acceptance of project by Owner's representative. Warranty becomes void if serviced by an alternative company. Various preventative maintenance and extended warranty programs are available. Warranty does not include: vandalism, abuse, acts of nature, or other damage caused by guests, employees, contractors, or vendors. Routine warranty service response shall be from 8:00AM to 5:00PM Monday through Friday excluding holidays. After hour service rates shall be billed at current after hour/emergency rates.

COMPLETION AND PARTIAL COMPLETION WORK: At any time during the installation of this project, if APL Access & Security, Inc. completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, APL Access & Security, Inc. may request the Owner to make final inspection of that unit. If the Owner finds upon inspection that the work has been satisfactorily completed in compliance with the Contract, it will be considered completed. Progress payment schedule shall apply to all completed work.

The completed system shall be tested in the presence of the owner's representative. Test forms shall document the results of the test and be signed by both parties. When the final system acceptance test has been satisfactorily completed, the owner shall sign a Letter of Completion issued by APL Access & Security, Inc. APL Access & Security, Inc. shall record the notice of completion as the start of the 1-year warranty period. Owner's decision to use or not use the system at this time does not affect the warranty period.

NOTE: APL has its own door and hardware technicians and can provide door hardware and installation if requested, which will be provided on a separate proposal.



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APL Access & Security, Inc.

SELECTED SUBCONTRACTOR

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GATE ACCESS SYSTEMS * ELECTROMECHANICAL DOOR HARDWARE

Caliente Construction, Inc.
485 W. Vaughn St.
Tempe, AZ 85283

Proposal: 13423
Revision: 1
Change Order: 0
Modified: 09/13/23

Proposal Summary

Project: Access Control and CCTV add to the Veterans Oasis Park Fiber Bldg
Total Cost: \$29,563.81

PAYMENT TERMS:

APL Access & Security, Inc. reserves the right to require the client to complete a Credit Application before any contract can be executed. Upon approval of credit status, the client shall follow the terms stated below.

APL Access & Security, Inc. reserves the right to require a down payment of 50% of the contract amount to order required materials and equipment prior to start of the project. Upon receipt of down payment and a signed purchase order, a Project Manager will contact the client to schedule the project. The invoice of the remaining contract amount shall be issued at the time of completion and acceptance by the owner with payment due 30 Day NET.

APL Access & Security, Inc. reserves the right to require progress billing as necessary for a project. All sums paid shall be sent to APL Access & Security, Inc. 115 South William Dillard Drive, Gilbert, Arizona 85233. APL Access & Security, Inc. reserves the right to charge interest for any invoice over 45 days old. The interest rate charged will be the full amount allowed by law.

Terms: 30 Day NET. Prices are good for 15 days. All above equipment is property of APL until final payment has been rendered. In the event of non-payment, APL has the right to exercise any reasonable legal actions arising from such non-payment.

The proposal provided represents our interpretation of the requirements of this project. Please feel free to contact us at the number below should you need clarification or if you simply have a question, as we are prepared to meet with you at your convenience.

We look forward to the opportunity to serve your business. Thank you in advance for your time and consideration. APL Access & Security, Inc.

Client: Kayla Hauer
Caliente Construction, Inc.

Date

Ron Page

09/13/2023

Contractor: Ron Page
APL Access & Security, Inc.
ROC CR-67 # 202588

Date



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Caliente Construction Inc.

B230049

COC JOC Outside Plant Fiber Telecommunications Buildings



Name	Email	Phone	Cell	Status	Base Bid
030000 : Concrete		Lead: Kayla Hauer		Bids Due: Sep 1, 2023 at 5:00 PM MST	
ELS Construction, Inc.		+1 602-243-1106		Bid Submitted	\$90,094
Glynn Thompson	glynnt@evergreenaz.com	+1 602-243-1106	+1 602-376-7058	Invited	
John Lupoe	jlupoe@evergreenaz.com	+1 602-243-1106	--	Viewed	
steve hitchcock	shitchcock@evergreenaz.com	+1 602-243-1106	--	Invited	
Golden Canyon Concrete LLC		--		Not Bidding	--
Jose Avila	jose.avila@goldencanyonconcrete.com	+1 602-460-6974	--	Invited	
Heywood Builders, Inc.		--		Bid Submitted	\$73,084
Keith Heywood	estimating@heywoodbuilders.com	+1 480-964-2980	--	Viewed	
Liberty Arizona Concrete Construction		+1 480-898-9005		Not Bidding	--
Todd Sarager	todd@azliberty.com	+1 480-898-9005	--	Viewed	
Miko LLC		+1 602-888-2826		Not Bidding	--
Mikko Pasanen	info@mikollc.com	+1 602-888-2826	+1 602-315-3705	Viewed	
Teemu Raisanen	teemu@mikollc.com	+1 602-540-3207	--	Viewed	
todd raisanen	todd@mikollc.com	+1 480-369-3761	--	Invited	
130000: Special Construction		Lead: Kayla Hauer		Bids Due: Sep 1, 2023 at 5:00 PM MST	

CXT, Inc.		--		Not Bidding	--
--	info@cxtinc.com	--	--	Invited	
Eric Kuester	ekuester@cxtinc.com	+1 509-921-8766	--	Invited	
L. B. Foster Company		--		Bid Submitted	\$176,490
Eric kuester	ekuester@lbfooster.com	+1 800-696-5766	--	Viewed	
NW Management		+1 916-620-0016		Bid Submitted	\$414,030
Dan Rysavy	dan.rysavy@managenw.com	+1 916-620-0016	--	Invited	
Doug Domas	doug.domas@managenw.com	+1 678-371-8315	--	Viewed	
Pacific Power Reps PPR		--		Not Bidding	--
jeff sims	jeffs@ppreps.com	+1 480-280-5068	--	Viewed	
Sabre Industries		--		Not Bidding	--
jeff sims	jsims@sabreindustries.com	+1 480-280-5068	--	Invited	
VFP Inc.		+1 540-977-0500		Not Bidding	--
Bryan Cox	bcox@vfpinc.com	+1 540-977-0500	--	Viewed	
Pete File	pfile@vfpinc.com	+1 540-977-0500	--	Viewed	
Tim Handy	thandy@vfpinc.com	+1 540-520-4110	--	Invited	
260000 : Electrical		Lead: Kayla Hauer		Bids Due: Sep 1, 2023 at 5:00 PM MST	
AJP Electric, Inc.		+1 602-944-5477		Not Bidding	--
Tom Hawkes	tom.hawkes@ajpelectric.com	+1 602-944-5477	+1 602-451-5615	Invited	
Aspen Electric LLC		--		Not Bidding	--
Raul Dayao (vendor)	rdayao@aspentechaz.net	+1 602-525-3187	--	Viewed	
Taimoor Nasir	tnasir@aspenelectricaz.com	+1 260-418-7983	--	Viewed	
William Alms (vendor)	walms@aspentechaz.com	+1 480-315-1700	--	Viewed	

Aspen Technologies		+1 480-315-1700		Bid Submitted	\$142,008
Raul Dayao	rdayao@aspentechaz.net	+1 602-525-3187	--	Viewed	
Taimoor Nasir (vendor)	tnasir@aspenelectricaz.com	+1 260-418-7983	--	Viewed	
D. P. Electric, Inc.		+1 480-858-9070		Bid Submitted	\$561,840
Albert Kachekian	albert@dpelectric.com	+1 480-858-9070	--	Invited	
Bryan Adams	bryan.adams@dpelectric.com	+1 480-858-9070	--	Invited	
Casey Kotzenmacher	casey.kotzenmacher@dpelectric.com	+1 480-937-1821	--	Invited	
Chris Bell	chris.bell@dpelectric.com	+1 480-858-9070	--	Invited	
Jason Knez	jason.knez@dpelectric.com	+1 602-757-0225	--	Invited	
alan partida	alan.partida@dpelectric.com	--	--	Viewed	
james clark	james.clark@dpelectric.com	+1 480-622-1216	--	Invited	
Jenco, Inc.		+1 480-607-9797		Bidding	--
Jeffery Nihart	jnihart@jencoinc.com	+1 269-244-0199	--	Invited	
Kris Geltch	kgeltch@jencoinc.com	+1 602-540-4345	--	Invited	
Ray Massa	rmasa@jencoinc.com	+1 480-721-6701	--	Viewed	
270000: Data & Telecommunications		Lead: Kayla Hauer		Bids Due: Sep 1, 2023 at 5:00 PM MST	
APL Access & Security, Inc.		+1 480-497-9471		Bid Submitted	\$59,128
Corey Morris	cmorris@aplsecurity.com	+1 520-294-9471	--	Invited	
Enrique Olivares	enrique@aplsecurity.com	+1 480-497-9471	--	Viewed	
Ronald Page	rpage@aplsecurity.com	+1 480-497-9471 ext. 214	--	Viewed	
Division 27 Telecommunications, Inc.		--		Not Bidding	--
Rick Christopher	estimating@cabling.info	(602) 339-2626	--	Viewed	
Tanya Caspers	tcaspers@cabling.info	--	--	Invited	
Integrity Special Systems		+1 480-454-8882		Not Bidding	--
Joey ZOZAYA	joez@integrityspecialsystems.com	+1 602-615-7890	--	Invited	

Intelligrated Communications Inc.		--		Not Bidding	--
David Moran	bobf@ici-az.net	+1 623-243-3900 ext. 1005	--	Invited	
Mat Amerman	mat@ici-az.com	+1 623-243-3900	--	Invited	
Mikah Dossie	mikah@ici-az.com	--	--	Invited	
Rick Armstrong	rick@ici-az.com	+1 623-243-3900	--	Invited	
Rick Armstrong	projects@ici-az.com	--	--	Invited	
shane mofford	shane@ici-az.net	+1 623-252-8535	--	Invited	
Lightspeed Networks LLC		--		Bid Submitted	\$104,540
Kris Brandstatter	kris@lightspeedaz.com	+1 480-244-6742	--	Viewed	
Moria Carter	moria@lightspeedaz.com	+1 541-645-5555	--	Viewed	
Premise One, LLC		+1 480-222-5100		Not Bidding	--
Ashley Everett	aeverett@premiseone.net	+1 480-222-5109	--	Invited	
Ivy Davis	idavis@premiseone.net	--	--	Viewed	
Mike Anderson	manderson@premiseone.net	--	--	Viewed	
Signal One Fire and Communication		--		Not Bidding	--
John Henze	john.henze@signalonefire.us	+1 480-752-1777	--	Viewed	
Jon Bishop	jb@j2p.us	+1 480-272-5515	--	Invited	
329000: Landscape		Lead: Kayla Hauer		Bids Due: Sep 1, 2023 at 5:00 PM MST	
ELS Construction, Inc.		+1 602-243-1106		Bidding	--
John Lupoe	jlupoe@evergreenaz.com	+1 602-243-1106	--	Viewed	
steve hitchcock	shitchcock@evergreenaz.com	+1 602-243-1106	--	Viewed	
Jack Reed Enterprises, Inc.		--		Not Bidding	--
Melissa Reed	reedlandscape@yahoo.com	+1 602-885-2105	--	Viewed	

Westar Environmental		--		Not Bidding	--
MIKE FITZ	mfitz@westarenvironmental.com	+1 602-722-6385	--	Viewed	

Prepared on Sep 29, 2023 at 2:09 PM MST

