



**CITY OF CHANDLER
JOB ORDER PROJECT AGREEMENT**

WALL STREET IMPROVEMENTS

Project No. CA2202.401
Council Date: April 4, 2024 Item No.

This JOB ORDER PROJECT AGREEMENT ("Job Order") is made this ____ day of _____ 2024 ("Effective Date"), by and between the City of Chandler, an Arizona municipal corporation, ("City") and **DBA Construction, Inc.**, an Arizona corporation, ("JOC Contractor") and is entered into pursuant to Job Order Master Agreement No. JOC2405.401 ("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 February 13, 2024, the Parties entered into the JOC Master Agreement, which terms and conditions are made a part of and incorporated into this Job Order Project Agreement by this reference.

B. City proposes to engage JOC Contractor to construct Wall Street Improvements 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 **WALL STREET IMPROVEMENTS**, Project Number **CA2202.401**. The scope of work consists of Wall Street pedestrian improvements are between Chicago Street and Frye Road in Downtown Chandler. The improvements to Wall Street are aimed to enhance pedestrian and cyclist connectivity and safety. This is the final section of an important pedestrian pathway across Downtown Chandler, connecting Chandler Boulevard south to Frye Road, 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 Agreement provisions, unless issued in writing, as a Agreement amendment or change order and signed by the authorized signatories for each party.

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

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

ARTICLE 2. PROJECT PRICE

City will pay JOC Contractor for completion of the Work in accordance with the JOC Master Agreement a fee not to exceed the Guaranteed Maximum Price of **\$1,592,535.92** 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. AGREEMENT TIME & SCHEDULE

JOC Contractor agrees to complete all Construction within **180** calendar days from the Notice to Proceed (NTP) Date.

ARTICLE 4. JOB ORDER CONTACTS

The following parties serve in the capacity below for this Job Order Project.

CITY:	Construction Project Manager: Scott Riter	
	Phone:	480-782-3328
	Email:	Scott.riter@chandleraz.gov
JOC CONTRACTOR:	DBA Construction, Inc.	
	P.O. Box 63035, Phoenix, AZ 85082	
	JOC Contractor Representative: Tom Drysdale	
	Phone:	602-708-2899
	Email:	tomdrysdale@dbaconstruction.net

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"
DBA CONSTRUCTION, INC.**

MAYOR

Signature

Date

RECOMMENDED BY:

Daniel Haskins

Daniel Haskins, P.E.
CIP City Engineer

Print Name

President

Title

tomdrysdale@dbaconstruction.
net
Signer Email Address

APPROVED AS TO FORM:

City Attorney

PHB

ATTEST:

City Clerk

Seal

EXHIBIT A SCOPE OF WORK



EXHIBIT "A"

City of Chandler, AZ

Wall Street Improvements

Project No.: CA2202.41 / GG2202.401

Wall Street Improvements project consists of making Improvements as shown in project plans on Wall Street from E. Frye Road to E. Chicago Street. Length of Wall Street Improvements equals approximately 610 Linear Feet. The project will be performed in 1 or 2 phases to accommodate adjacent residents and businesses. The current proposed construction schedule is to perform work from 5/1/24 and reach conditional acceptance on or around 9/17/24. Improvements include but are not limited to:

- Remove existing concrete and asphalt
- Site Grading
- New Street Lights
- Festoon Lighting
- Landscape Plantings and Irrigation System with Controller
- Mobile and Stationary Planters
- Mounted Outdoor Dining Chairs
- Various concrete curbing and edging
- Block wall modification
- Exposed Aggregate Concrete Valley Gutter
- Stamped Asphalt Paving
- Striping and Signage
- New Entrance Driveway with ADA Ramps
- Trash Enclosure with Custom Gate
- Decorative Entry Monument Sign

DBA Construction will coordinate all construction activities with the City of Chandler, AZ and their representatives. Traffic Control will be implemented to maintain a safe working environment for our workers and local vehicular/ bicycle / pedestrian traffic.

EXHIBIT B
FEE SCHEDULE



EXHIBIT "B"

JOB ORDER COST PROPOSAL SUMMARY SHEET

Negotiated Prices		
Price of Subcontractor(s)	\$	671,959.10
Price of Subconsultant(s)	\$	39,250.00
General Conditions	\$	183,200.00
Preconstruction Labor (if applicable)	\$	12,240.00
Construction Labor (if applicable)	\$	335,294.84
SUBTOTAL (NEGOTIATED PRICES):		\$ 1,241,943.94
Overhead and Profit (Coefficient per Job Order Master Agreement)		
	8.00%	\$ 99,355.52
TOTAL (NEGOTIATED PRICES + OVERHEAD & PROFIT):		\$ 1,341,299.46
Insurance, Bonds, & Taxes		
Sales Tax Percentage (Current Tax Rate)	ENTER TAX % HERE: 5.07%	\$ 69,703.98
General Liability Insurance Percentage (Actual Cost per Job Order)	1.20%	\$ 14,903.33
Builder's Risk Insurance Percentage (Actual Cost per Job Order)		
Payment Bond (Actual Cost per Job Order)	1.50%	\$ 18,629.16
Performance Bond (Actual Cost per Job Order)		\$ -
SUBTOTAL (INSURANCE, BONDS, & TAXES):		\$ 103,236.47
COMBINED TOTAL (TOTAL + INSURANCE, BONDS, & TAXES):		\$ 1,444,535.92
City's Allowance		\$ 148,000.00
TOTAL JOB ORDER:		\$ 1,592,535.92

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.



Proposal Number: CHNDL24001
02/26/2024

Scott Riter
Construction Project Manager
City of Chandler | Public Works & Utilities Department
Cell: 602.686.1569
Scott.Riter@chandleraz.gov

Wall Street Improvements
City of Chandler, Arizona
City Project No. CA2202.401

DBA Construction, Inc. proposes to furnish all labor, equipment, and materials (unless otherwise noted) to complete these items as listed. We thank you for the opportunity to submit a proposal for the project referenced.

Plans: WSP, Richard D. Yano PE 12.29.23, Sheets 1 -36 as modified by DBA RFI 01 response

Specs: Section 322 Stamped / Colored Asphalt, 3 pages total.

RFIs: DBA pre bid addendums 1-5

ITEM #	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
WALL STREET IMPROVEMENTS - PROJECT No.: GG2202.401					
1	1.000	LS	CONSTRUCTION SURVEYING & LAYOUT	\$ 40,650.00	\$ 40,650.00
2	1.000	LS	MOBILIZATION / DEMOBILIZATION	\$ 56,530.00	\$ 56,530.00
3	1,110.000	SY	SUBGRADE PREPARATION	\$ 42.00	\$ 46,620.00
4	165.000	CY	AGGREGATE BASE	\$ 218.00	\$ 35,970.00
5	207.000	TON	AC PVMT - 3 IN SURFACE, A-12.5 EVAC	\$ 265.00	\$ 54,855.00
6	90.000	SF	6 IN CONCRETE PVMT, CL B, MAG 725	\$ 30.00	\$ 2,700.00
7	101.000	LF	3 IN SINGLE CURB MAG DTL222, TYPE B	\$ 75.00	\$ 7,575.00
8	140.000	LF	CONCRETE ROLL CURB MAG DTL 220-1, TYPE D	\$ 65.00	\$ 9,100.00
9	83.000	LF	VERT CURB, MAG DTL 222, TYPE A	\$ 75.00	\$ 6,225.00
10	3.000	EA	RELOCATE CURB STOP (PROVIDED BY CHANDLER)	\$ 370.00	\$ 1,110.00
11	539.000	SF	MODIFIED ENTRANCE COC STD DTL C-259	\$ 35.00	\$ 18,865.00
12	1,695.000	SF	CONCRETE APRON & VAL GUTTER, MAG 240 (MODIFIED)	\$ 30.00	\$ 50,850.00
13	2.000	EA	ADJUST - SS MH F&C MAG 422, COC C-400, 401	\$ 515.00	\$ 1,030.00
14	11.000	EA	ADJUST VALVE BOX & COVER, MAG 391-1 & COC C-307	\$ 425.00	\$ 4,675.00
15	17.000	EA	ADJUST WATER METER BOX	\$ 425.00	\$ 7,225.00
16	1,289.000	SY	REMOVE - ASPHALT CONCRETE PVMT	\$ 40.00	\$ 51,560.00
17	698.000	SF	REMOVE - CONCRETE DRIVEWAY	\$ 10.00	\$ 6,980.00
18	20.000	LF	REMOVE - CONCRETE BLOCK WALL FULL HEIGHT	\$ 285.00	\$ 5,700.00
19	100.000	LF	INSTALL 1' CAP ON RMVD BRICKS (EXCLUDED)	\$ -	\$ -
20	40.000	LF	REMOVE VERTICAL CURB	\$ 16.00	\$ 640.00
21	70.000	LF	CONDUIT (1" PVC, TRENCHED)	\$ 65.00	\$ 4,550.00
22	370.000	LF	CONDUIT (2" PVC, TRENCHED)	\$ 75.00	\$ 27,750.00
23	25.000	LF	CONDUIT (2.5" PVC, TRENCHED)	\$ 145.00	\$ 3,625.00
24	1.000	LS	ELECTRICAL CONDUCTORS (ASSUMED 3-#8 AWG COPPER)	\$ 6,565.00	\$ 6,565.00



25	80.000	LF	INSTALL PERF SIGN PER COC C-613	\$	28.13	\$	2,250.40
26	8.000	EA	INSTALL PERF SIGN POST FOUND PER COC C-613	\$	56.25	\$	450.00
27	59.000	SF	INSTALL REGULATORY SIGN PANEL W/ TYP VII/IX/X SHEET	\$	31.39	\$	1,852.01
28	1.000	EA	INSTALL METER MEDESTAL	\$	7,500.00	\$	7,500.00
29	515.000	LF	TYPE 1 PVMT MARKING, YELLOW STRIPE - (THERMO)	\$	0.65	\$	334.75
30	515.000	LF	OBLITERATE EXISTING STRIPING	\$	0.65	\$	334.75
31	3.000	EA	INSTALL NO PARKING LETTERING	\$	300.00	\$	900.00
32	8.000	EA	APS PULL BOX PER COC STD DTL C-757 & C-757-2	\$	1,800.00	\$	14,400.00
33	7.000	EA	SL POLE & FOUNDATION PER COC STD DTL C-755 (COOPER...)	\$	10,400.00	\$	72,800.00
33A	7.000	EA	GRAFFITI SHIELD PAINT STREET LIGHT POLES	\$	1,714.30	\$	12,000.10
34	500.000	LF	FESTOON LIGHTING	\$	15.00	\$	7,500.00
35	7,758.000	SF	COLOR & STAMP ASPHALT, SEAL COAT FINISH	\$	8.00	\$	62,064.00
36	620.000	SF	6 IN CONCRETE PAVING OVER 3 IN AGG BASE	\$	22.00	\$	13,640.00
37	211.000	LF	6 IN STEEL HEADER	\$	30.00	\$	6,330.00
38	171.000	EA	SHRUB - 5 GAL	\$	53.25	\$	9,105.75
39	1,664.000	SF	1.25 IN SCREENED DG , 2.5 IN THICK	\$	5.76	\$	9,584.64
40	1.000	EA	3/4 IN IRRIG POTABLE WATER METER & FEES	\$	6,500.00	\$	6,500.00
41	1.000	EA	3/4 IN RED PRESS IRRIG BFP WITH ENCLOSURE	\$	3,651.00	\$	3,651.00
42	1.000	EA	6-STA IRRIG CONROLLER (SOLAR & BATTERY POWERED)	\$	2,438.00	\$	2,438.00
43	2.000	EA	1 IN DRIP REMOTE CONTROL VALVE ASSEMBLY	\$	887.66	\$	1,775.32
44	44.000	EA	MULTI OUTLET EMITTER ASSEMBLY	\$	86.58	\$	3,809.52
45	3.000	EA	FLUSH END CAP ASSEMBLY	\$	260.70	\$	782.10
46	10.000	LF	1 IN MAINLIN PIPE - SCH 40 W/ SCH 80 FTGS	\$	117.46	\$	1,174.60
47	1,110.000	LF	3/4 IN LATERAL PIPE - SCH 40 PVC W/ SCH 40 FTGS	\$	7.24	\$	8,036.40
48	50.000	LF	0.5 IN EMIT RISER ASSEMBLY AT STAT RSD PLNTRS, SCH 80	\$	33.24	\$	1,662.00
49	9.000	EA	2 IN DRAIN PIPE & ROCK SUMP ASSEMBLY AT RSD PLNTRS	\$	849.40	\$	7,644.60
50	231.000	LF	3 IN IRRIG PIPE SLEEVE - SCH 40 PVC	\$	24.00	\$	5,544.00
51	1.000	AL	ENTRY MONUMENT W/ LIGHTING (ALLOWANCE)	\$	153,880.00	\$	153,880.00
52	6.000	EA	OUTDOOR DINING CHAIR*	\$	1,434.00	\$	8,604.00
53	6.000	EA	MOB GFRC RSD PLNTR W/ FORK KNOCK OUTS*	\$	2,463.00	\$	14,778.00
54	9.000	EA	STA GFRC RAISED PLANTER*	\$	2,950.00	\$	26,550.00
55	6.000	EA	PLANT SIPPER	\$	297.00	\$	1,782.00
56	1.000	EA	TRASH ENCLOSURE (MODIFIED CITY DETAIL C-113)	\$	62,800.00	\$	62,800.00

PROPOSAL COST SUB TOTAL

\$ 983,807.94

ITEM #	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
GENERAL CONDITONS, ALLOWANCES, POTHOLE, PERMITS					
1	80.000	DYs	GENERAL CONDITIONS	\$ 2,290.00	\$ 183,200.00
2	3.000	MOs	LANDSCAPE ESTABLISHMENT PERIOD	\$ 1,010.00	\$ 3,030.00
3	1.000	AL	TRAFFIC CONTROL (ALLOWANCE)	\$ 20,416.00	\$ 20,416.00
4	1.000	AL	QC - CONSTRUCTION MATERIALS TESTING (ALLOWANCE)	\$ 39,250.00	\$ 39,250.00
5	3.000	AL	DAYS POTHOLE EXISTING UTILITIES (ALLOWANCE)	\$ 4,080.00	\$ 12,240.00
GENERAL ITEMS COST SUB TOTAL					\$ 258,136.00

PROPOSAL COST SUB TOTAL

\$1,241,943.94



General Liability Insurance - 1.2%	\$ 14,903.33
Performance & Payment Bond - 1.5%	\$ 18,629.16
Fee - 8%	\$ 99,355.52
Proposal Total With Bond, Insurance & Fee	\$1,374,831.94
Sales Tax - 5.07%	\$ 69,703.98
Owners Contingency	\$ 148,000.00
Proposal Total Including Sales Tax & Owners Contingency	\$1,592,535.92

ITEM #	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
ALTERNATES / CONTINGENCIES					
1	7.000	EA	ALT SL POLE (AMERON PGC-180-10 W/ MODS), GRAFFITI COAT INCLUDED	\$ (750.00)	\$ (5,250.00)
2	7.000	EA	DEDUCT GRAFFITI SHIELD SL POLES IF ALT1 SELECTED	\$ (1,714.30)	\$ (12,000.10)
3	1.000	LS	CONTINGENCY FOR FINALIZED ELECTRICAL DESIGN	\$ 15,000.00	\$ 15,000.00

Assumptions:

Our proposal is based on assuming that the following conditions exist at the project site:

1. All work to be completed in no more than two (2) phases.
2. Proposal based on All work associated with APS OH-UG Conversion Project, APS Plans Sheets 1-9 dated 06-09-2023 being complete prior to DBA's issuance of Notice to Proceed.
3. Allowance items to be billed by actual invoice quantities and recorder hours.



Clarifications:

Our proposal requires further clarification on these points in order to be considered:

1. Per Manufacturer Wabash Valley – Outdoor Dining Chair WI9119C no longer in production.
Proposed Alternate Dining Chair: Yorktown Surface Mount Slat Chair.
2. Per Manufacturer Planters Unlimited – Planters no longer in production.
Alternate Planters: Modern Fiberglass (mobile) & Modern Fiberstone (Stationary) by Planters Unlimited Quoted. Color / Finish to be provided by owner via submittal process.
3. Removals & Adjustments notes 12 & 14 are conflicting:
 - a. Note 12 "REMOVE TOP ROWS OF BRICKS TO CREATE 3' TOP OF WALL" – EXCLUDED
 - b. Note 14 "REMOVE CONCRETE BLOCK WALL TO CREATE 10' WALKWAY" – INCLUDED
4. Landscape Maintenance Period for landscape / irrigation included for 90 days after conditional acceptance.
5. Pre Emergent application included.
6. Filling planters with top soil included.

Electrical Scope Clarifications:

7. APS Scope: It is assumed that the service conduits for the meter pedestal will be stubbed above grade at the desired meter pedestal location with debris caps. Location of conduits to provided.
8. For Meter Pedestal, this proposal includes Milbank CP3B1115A22.
9. One Line Diagram, Panel Schedule and Load Calcs needed to confirm Meter Pedestal and to procure Electrical Permit for final inspection.
10. Street Light Pole VE alternate provided.
11. Option for Graffiti Shield Paint provided.
12. For Electrical Conductors – 3 EA #8 AWG Copper Assumed. Information for conductor size and quantity for feeding the lighting was not clear.
13. Conduit Run from pole to pole included in this proposal based on experience of APS not allowing a private street light circuit in the APS' conduit system.
14. Meeting requested with DBA, Chandler, Electrical Sub, Electrical Designer to confirm Electrical Design.



Exclusions:

Our proposal excludes the following items and were not considered during the preparation of this estimate:

1. Construction permits, right of way permits.
2. Delays associated with Right of Way Procurement.
3. All work associated with APS OH-UG Conversion Project, APS Plans Sheets 1-9 dated 06-09-2023.
4. Site Furnishings no longer in production. Proposed Alternates included.
5. Removal Note 12 sheet P01. Removal Note 14 is included.
6. The adjustment, shoring and relocation of conflicting utilities.
7. Message / Arrow Boards. Traffic Control Allowance Included.
8. Construction Public Information Officer (PIO). DBA will work with and provide information and updates to PIO as needed.
9. Graffiti Shield on Street Poles Is Included ; see line item 33A.

DBA Construction, Inc.

Pete Allen

Estimator

480.416.3883

EXHIBIT C

PERFORMANCE BOND

Bond #59BCSJA7311

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

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

(hereinafter "Principal"), and Hartford Casualty Insurance Company (hereinafter "Surety"), a corporation organized and existing under the laws of the State of Indiana with its principal office in the City of Hartford, CT, 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 City of Chandler (hereinafter "Obligee") in the amount of One Million Five Hundred Ninety Two Thousand Five Hundred Thirty Five & 92/100 (Dollars) (\$1,592,535.92), 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 Agreement with the Obligee, dated the 13th day of February, 2024 for construction of WALL STREET IMPROVEMENTS, CA2202.401 which Agreement 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 Agreement during the original term of the Agreement and any extension of the Agreement, with or without notice of the Surety, and during the life of any guaranty required under the Agreement, and also performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of all duly authorized modifications of the Agreement 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 Agreement.

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 5th day of March, 2024

CWI Insurance
AGENT OF RECORD

DBA Construction, Inc.
PRINCIPAL SEAL

By [Signature]

Hartford Casualty Insurance Company
SURETY SEAL
By [Signature]
Lori Spelde, Attorney-In-Fact

EXHIBIT D

Bond #59BCSJA7311

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 Agreement amount)

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

(hereinafter "Principal"), as Principal, and Hartford Casualty Insurance Company (hereinafter "Surety"), a corporation organized and existing under the laws of the State of Indiana with its principal office in the City of Hartford, CT, 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 City of Chandler (hereinafter "Obligee") in the amount of One Million Five Hundred Ninety Two Thousand Five Hundred Thirty Five & 92/100 (Dollars) (\$ 1,592,535.92), 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 Agreement with the Obligee, dated the 13th day of February, 2024 for construction of WALL STREET IMPROVEMENTS, CA2202.401 which Amendment 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 Agreement, 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 Agreement.

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 5th day of March, 2024

CWI Insurance

AGENT OF RECORD

2152 South Vineyard, Suite 107
Mesa, AZ 85210

AGENT ADDRESS

DBA Construction, Inc.

PRINCIPAL

SEAL

By [Signature]

Hartford Casualty Insurance Company

SURETY

SEAL

By [Signature]

Lori Spelde, Attorney-In-Fact

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: CWI INSURANCE
Agency Code: 59-307001

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Caitlin Coon, Ronda H. Epperson, Jacob H. Grover, Elizabeth A. McGrellis, Sarah Smith, Lori Spelde, Jeffery L. Steed of MESA, Arizona

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of March 5, 2024

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

EXHIBIT E

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

_____, Arizona

Date _____

Project Name: **WALL STREET IMPROVEMENTS**

Project No.: **CA2202.401**

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 Agreement, 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 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: **WALL STREET IMPROVEMENTS**

Project No.: **CA2202.401**

(TO BE COMPLETED BY CONTRACTOR)

I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER PROJECT NO. **CA2202.401** HAVE BEEN DELIVERED IN ACCORDANCE WITH THE AGREEMENT DOCUMENTS AND BID SPECIFICATIONS AND ALL ACTIVITIES REQUIRED BY THE CONTRACTOR UNDER THE AGREEMENT HAVE BEEN COMPLETED AS OF _____.

(Date)

FIRM NAME: _____

PRINCIPAL: _____

(Name)

(Signature)

DATE: _____

(Title)

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.



S3 Arizona LLC.
Survey Proposal For
Wall St - Chandler

Date: 2/9/2024

DBA Construction

Attn: Bidding / Estimate Department

Scope of Project

Subtask 100 - Control

Verify existing control to use for horizontal and vertical alignment as set forth on approved plan sets provided to S3. Set $\frac{3}{4}$ " rebar with crossed lath at various location around perimeter of project for horizontal and vertical control. Run vertical bench loop from benchmarks provided on approved plan sets and verify accuracy. Carry site benchmark to all horizontal control points and additional control set by S3. Prepare control calculations for site coordinate localization.

Subtask 107 - Removals

Set paint mark at removal and saw cut lines. Saw cut lines will be provided at 100' intervals along alignments.

Subtask 116 - Utility Adjustments

Mark (with paint) asbuilt location of all sewer and storm drain manholes, cleanouts and water valves under new roadway for surface adjustment.

Subtask 117 - Electrical/Dry Utilities Staking

Stake double offsets to all junction boxes and transformer pads with grades to nearest hardscape elevation. Stake double offsets to all light poles with grades to nearest hardscape elevation. All SRP/APS etc. record of surveys or additional asbuilts for running line is non-scope items. Running line/conduit staking will be considered non-scope and subject to extra work orders per contractor request.

Subtask 118 - Curb Staking

Stake curb alignment with pre-determined offsets at 25' intervals including grade breaks, PC's, PT's, etc. and provide cut/fill sheet to contractor. Provide location of centerline of handicap ramps and driveways with location only and no grade.

Subtask 119 - Valley Gutter Staking

Stake watermain alignment with pre-determined offsets at 50' intervals with grades to provided plan elevations and provide cut/fill sheets. Stake fire hydrants with double offsets and graded to nearest hardscape elevation. Stake tees and bends with double offsets, valves and pipe restraints staked as requested.

Subtask 124 - AB Blue Top Staking

Provide bluetop hubs at 25' intervals/grid including grade breaks and angle points in pavement areas. AB shall be constructed to +/-0.20' to plan elevation prior to any staking.

Subtask 125 - Subgrade Blue Top Staking

Provide bluetop hubs at 50' intervals/grid including grade breaks and angle points in pavement areas. Subgrade shall be constructed to +/-0.20' to plan elevation prior to any staking.

Subtask 129 - Misc. Concrete Pad Staking

Set flagged nails or hubs at pre-determined offsets to concrete pad corners.

Subtask 132 - Sign Staking

Provide double offset for location of sign with no grade.

Subtask 137 - As-builts

After construction, as-built data will be plotted on the city approved plan set on requested media provided by the contractor/owner. The requested media (24x36 bond, mylar or vellum) will be supplied at the contractor/owner expense. Compilation of required as-builts and proper documentation submitted throughout phasing of construction which requires intermittent as-built documentation. Final as-builts shall be submitted after construction. To complete as-builts in a timely manner, a 48 hour notice must be provided on any underground utilities prior to back filling. If as-builts are not collected prior to back filling, S3 is not responsible for any added costs to expose utilities for as-built collection. S3 will mark as-built shots collected by painting the needed shot "pink" for contractors visual verification that the as-built has taken place. Contractor may as-built underground utilities as long as contractor provides S3 with a copy of "red line plans" for final as-builts. If contractor provides a copy of "red line plans", the final as-built set of plans will reflect this in the signing of the plans for project owner. If as-built set is not approved after second review, this is considered out of scope work and will be subject to a time and material basis. On call as-builts and night time as-builts are considered out of scope and subject to time and material basis. All as-builts will be collected to meet or exceed "NSPS Model Standards".

Subtask 138 - Office

S3 Arizona will perform the necessary calculations to stake the project per the plans and coordinate with the contractor to facilitate staking of the project. S3 Arizona will analyze all As-staked data from the field crews and compare it to design data to assist in the detection of inconsistencies or errors, and to verify compliance to staking requirements.

Lump Sum Fee: \$25,900.00

Office: 480-414-4121 Cell: 480-522-6661

Email: toddh@s3-az.com

All staking tolerances will follow Section D NSPS Model Standards For Construction Layout Surveys

This project proposal is good for 90 days from the date shown above

RE STAKE = \$14,750.00

S3 TOTAL = \$40,650.00

ON IT CONSTRUCTION, LLC

1637 W Desert Hills Dr
Phoenix, AZ 85086
Phone: 602-687-9794

Project: WALL ST- CHANDLER
Date: FEBRUARY 14, 2024

DESCRIPTION	QUANTITY		UNIT PRICE		TOTAL PRICE
Utility Adjustments					
ADJUST MANHOLES	2	EACH	\$	515.00	\$ 1,030.00
ADJUST VALVES	11	EACH	\$	425.00	\$ 4,675.00
ADJUST METERS- DOES NOT INCLUDE ANY NEW HARDWARE FOR METERS	17	EACH	\$	425.00	\$ 7,225.00
LOWER MANHOLES	2	EACH	\$	295.00	\$ 590.00
LOWER VALVES	11	EACH	\$	295.00	\$ 3,245.00
LOWER WATER METER	17	EACH	\$	295.00	\$ 5,015.00

Minimum jobsite call charge is \$2000.00. Sales tax excluded. Retention excluded. Traffic control excluded. Colored concrete excluded. Missing or broken hardware is excluded. Barricading excluded. Valve extensions excluded. Epoxy coating excluded. Drywells excluded. Debris caps excluded. Debris shields excluded. Locator coil excluded. Adjustments in concrete or landscape excluded. Any excavation due to misalignment or depth beyond 5' will be billed additionally. Bonding excluded. Dust control excluded. Job security excluded. Night and weekend work excluded. Grading and shaping excluded. Pricing good until August 31, 2024.

Dean Doherty
Estimator
dean@onitconstructionaz.com
602-721-0273
ROC267789

PROPOSAL



CS CONSTRUCTION, INC.

22023 NORTH 20TH AVENUE

PHOENIX, ARIZONA 85027

CONTACT: ZACHERY BARNES

PHONE: (623) 889-7650 | FAX: (623) 889-7651

AZ ROC NO. 071662 | A- GENERAL ENGINEERING

TO: DBA CONSTRUCTION
ATTN: PETE ALLEN
BID DATE: FEBRUARY 15, 2024
WAGE RATE: STANDARD

PROJECT NAME: WALL ST STREETSCAPE
LOCATION: FRYE RD TO CHICAGO RD
PROJECT NO.: CA2202.401
ADDENDUMS: N/A

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	MOBILIZATION	1.00	LS	5,000.00	5,000.00
2	CONDUIT (1" PVC, SCH. 40) (TRENCH)	70.00	LF	65.00	4,550.00
3	CONDUIT (2" PVC, SCH. 40) (TRENCH)	370.00	LF	75.00	27,750.00
4	CONDUIT (2.5" PVC, SCH. 40) (TRENCH)	25.00	LF	145.00	3,625.00
5	PULL BOX (COC C-757)	8.00	EA	1,800.00	14,400.00
6	FOUNDATION (METER PEDESTAL)	1.00	EA	2,500.00	2,500.00
7	CABINET (METER PEDESTAL)	1.00	EA	5,000.00	5,000.00
8	FOUNDATION (STREET LIGHT POLE)	7.00	EA	4,000.00	28,000.00
9	POLE (AMERON PGF-180-10 W/ MODS)	7.00	EA	3,200.00	22,400.00
10	LUMINAIRE (COOPER STREETWORKS PMM-MESA, 34W)	7.00	EA	2,200.00	15,400.00
11	FESTOON LIGHTING W/ TETHER CABLE (HALCO-9051, 11W)	500.00	LF	15.00	7,500.00
12	CONDUCTORS (ASSUMING 3-#8 AWG COPPER)	1.00	LS	6,565.00	6,565.00

GRAND TOTAL

\$142,690.00

NOTES:

As per WSP plans dated 12/29/23, we have prepared a proposal on the above referenced project. We propose to furnish all labor, equipment, supervision, and materials to complete the above items for the indicated price.

This proposal excludes the following (Unless otherwise noted):

1. Sales Tax, Bonds, Permits, Fees, Liquidated Damages
2. Engineering, Testing, Surveying and Layout
3. Utility Adjustments and Relocations
4. Foundation Removals
5. Traffic Control, Barricading, Protection of Work, Off-Duty Police Officer, Flaggers
6. Jobsite Water Source, Dust Control, SWPPP, BMP's
7. Night, Weekend and/or Overtime Work
8. Haul off or relocation of spoils
9. Jack or Bore Conduits Under Existing Curb, Gutter, Sidewalk or Roadway
10. Trench Plating, Sawcut, Removal or Patch of Asphalt or Concrete
11. Repair of unmarked irrigation lines
12. Removal and/or Replacement of Landscaped Materials
13. Pioneering and/or access to work areas

14. Any scope within 12' of live overhead powerlines. This work shall be done by others.
15. APS Scope. It is assumed that the service conduits for the meter pedestal will be stubbed above grade at the meter pedestal location by others.
16. Monument sign lighting. CSCI will provide conduit to the monument sign from the meter pedestal. Wiring and connections are to be by others.

Clarifications:

1. If unmarked utilities, incorrectly marked utilities and/or utilities not shown on plans are discovered, then CSCI will start stand-by time from the time of discovery until the time that the utility company has claimed ownership and allows CSCI to proceed or has determined the status of the utility (live or abandoned).
2. Information was incomplete on the meter pedestal, therefore, this quote includes a Milbank CP3B1115A22. If anything changes once a one-line diagram is provided, then CSCI will request additional compensation.
3. An alternate design for the pole is included in this proposal as the lighting representative for the Cooper fixtures does not represent the pole vendor specified. If this pole is not accepted by the designer, then additional compensation will be requested.
4. The pole pricing includes a 20A GFCI with waterproof, WIU cover for festoon lighting. The GFCI will be connected to the photocell on the luminaire.
5. Additional details will need to be provided for mounting the festoon lighting to the pole.
6. There is no information as to the conductor size and quantity for feeding the lighting. This proposal is assuming (3) #8 AWG copper conductors. Once the designer provides this information, then additional compensation may be requested. Additionally, APS will not allow a private street light circuit in their conduit system, therefore, this proposal includes a new conduit run from pole to pole to feed the new private street light circuit.

If the owner holds retention from the General Contractor, then retention may be held from CS Construction in an equal percentage. Retention must be released 30 days after work has been completed by CS Construction, Inc.

This proposal is valid for a period of twenty (20) days from this date.

Thank you for the opportunity to bid this work. We hope that we may be of service.

Sincerely,
CS CONSTRUCTION, INC.

Zachery D. Barnes

Zachery D. Barnes
Chief Estimator

Digitally signed by Zachery D. Barnes
Contact Info: zbarnes@csccompanies.com
Date: 2024.02.15 13:46:05-07'00'

Pete Allen

From: Zach Barnes <zbarnes@cscompanies.com>
Sent: Friday, February 23, 2024 9:38 AM
To: Pete Allen
Subject: RE: Wall Street - Chandler, AZ - Quote Request

It is not included. It will be a \$250/Pole adder for that.

Thanks,



Zachery Barnes | Chief Estimator
CS Construction, Inc. | Since 1980
O: 623.889.7650 | C: 602.980.4739
22023 N. 20th Ave. Suite A. Phoenix, AZ 85027
www.cscompanies.com

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From: Pete Allen <pallen@dbaconstruction.net>
Sent: February 23, 2024 09:15 AM
To: Zach Barnes <zbarnes@cscompanies.com>
Subject: RE: Wall Street - Chandler, AZ - Quote Request

Zach,

Does alternate pole included in your base proposal (AMERON PGF-180-10 w/ MODS @ \$3200 / EA) include graffiti coating?

If not – can it be graffiti coated? And what is cost to graffiti coat?

Thanks,

PETE ALLEN
DBA Construction, Inc.
480.416.3883

From: Zach Barnes <zbarnes@cscompanies.com>
Sent: Monday, February 19, 2024 6:15 AM
To: Pete Allen <pallen@dbaconstruction.net>
Cc: Glenn Bickley <gbickley@dbaconstruction.net>
Subject: RE: Wall Street - Chandler, AZ - Quote Request

Pete,

I received a quote on the specified pole late on Friday. If Chandler is adamant about using the pole specified in the plans, it will be an adder of \$7,000 and on top of that, it is another \$12,000 for a graffiti shield paint over galvanize. I do not think that it is best value to use the pole specified in the plans.

Thanks,



Zachery Barnes | Chief Estimator
CS Construction, Inc. | Since 1980
O: 623.889.7650 | C: 602.980.4739
22023 N. 20th Ave. Suite A. Phoenix, AZ 85027
www.cscompanies.com

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From: Pete Allen <pallen@dbaconstruction.net>
Sent: February 15, 2024 03:06 PM
To: Zach Barnes <zbarnes@cscompanies.com>
Cc: Glenn Bickley <gbickley@dbaconstruction.net>
Subject: RE: Wall Street - Chandler, AZ - Quote Request

Zach,

My notes / questions attached in green.
I am running out of time today – but is there a good time for a quick call tomorrow morning?
I just want to make sure I convey your bid qualifications appropriately on my proposal to the owner.

Understood and agreed on design meeting and allowance to cover gaps in electrical design.

Thanks,

PETE ALLEN
DBA Construction, Inc.
480.416.3883

From: Zach Barnes <zbarnes@cscompanies.com>
Sent: Thursday, February 15, 2024 1:50 PM
To: Pete Allen <pallen@dbaconstruction.net>
Cc: Glenn Bickley <gbickley@dbaconstruction.net>
Subject: RE: Wall Street - Chandler, AZ - Quote Request

Pete,

Attached is the proposal for this project. Please read my notes and call me with any questions. The designer has made it difficult for us to accurately price this out so I made some assumptions. I would like to have a final design meeting with the engineer, in person, prior to finalizing any pricing. Furthermore, I am suggesting that DBA carries a design change allowance of at least \$15,000.

Regards,



11030 N. 21st Ave. Phoenix, AZ 85029
602-944-3614
ROC168973 & ROC277976

SIGNAGE

Quotation



Project: Wall St Chandler
Company Name: DBA
ATTN: Estimating Department
Date: 2/15/2024

Scope of Work: Offsite pavement markings and signage.

	DESCRIPTION	QUANTITY	UNIT TYPE	UNIT PRICE	AMOUNT	
	4" Paint Pavement Markings	515	LF	\$ 0.45	\$ 231.75	
	4" Thermoplastic Pavement Markings	515	LF	\$ 0.65	\$ 334.75	
	4" Obliterate Pavement Markings	515	LF	\$ 0.65	\$ 334.75	
SIGNS	Sign Panels	59	SF	\$ 28.00	\$ 1,652.00	SIGNS \$1,652.00
SIGNS	Post, Foundation, Installation	9	EA	\$ 300.00	\$ 2,700.00	\$2,700.00
SIGNS	Remove Signs IN SIGN UNIT PRICE	1	EA	\$ 200.00	\$ 200.00	\$200.00
	Premark No Parking Legends	3	EA	\$ 300.00	\$ 900.00	
	Mobilization - Sign IN MOB	1	EA	\$ 1,000.00	\$ 1,000.00	SIGNS TOTAL = \$5,552.00
	Mobilization - Paint	1	EA	\$ 1,250.00	\$ 1,250.00	
	Mobilization - Thermoplastic IN MOB	1	EA	\$ 1,500.00	\$ 1,500.00	
	Mobilization - Oblit IN MOB	1	EA	\$ 2,250.00	\$ 2,250.00	
	TOTAL			\$	11,772.25	

EXCLUSIONS: Traffic control, survey, as-built drawings, special cleaning, bonds, permits, micro seal/slurry seal/seal coat after obliteration, water supply/dump site, night/weekend work, mast arm signage, and materials not

BID CLARIFICATIONS:

Quote is based off the following drawing sheets: SS01,SS02 Dated: 12/29/2023

***Any obliteration not included above is excluded. Seal over obliteration is excluded. Core drills are excluded. Slip Bases are excluded.

***Paint and steel pricing has been continuously increasing during 2023, and as a result, Falcon reserves the right to review pricing prior to contract acceptance.

***New customers will be required to pay 50% upon execution of a contract or purchase order; final amount will be due immediately upon completion of project. All Sales/ Balances due settled by credit card will incur a 3% fee of the total transaction / purchase price agreed upon. For your convenience no fees are charged for remittance of payment by mailed in check or direct ACH deposits.

DISCLAIMER: Taxes are excluded. Standard State of Arizona insurance is provided. Davis Bacon/Prevailing Wages are not acknowledged. Addendums acknowledged: N/A. Unit pricing prevails. Retention will not be held for projects under \$10,000. Quote is valid for 30 days.

Customer Acceptance Signature: _____

Date: _____

PO Number: _____



11030 N. 21st Ave. Phoenix, AZ 85029
602-944-3614
ROC168973 & ROC277976

STRIPING

Quotation



Project: Wall St Chandler
Company Name: DBA
ATTN: Estimating Department
Date: 2/15/2024
Scope of Work: Offsite pavement markings and signage.

DESCRIPTION	QUANTITY	UNIT TYPE	UNIT PRICE	AMOUNT
4" Paint Pavement Markings	515	LF	\$ 0.45	\$ 231.75
4" Thermoplastic Pavement Markings	515	LF	\$ 0.65	\$ 334.75
4" Obliterate Pavement Markings	515	LF	\$ 0.65	\$ 334.75
Sign Panels	38	SF	\$ 28.00	\$ 1,071.00
Post, Foundation, Installation	9	EA	\$ 300.00	\$ 2,700.00
Remove Signs	1	EA	\$ 200.00	\$ 200.00
Premark No Parking Legends	3	EA	\$ 300.00	\$ 900.00
Mobilization - Sign	1	EA	\$ 1,000.00	\$ 1,000.00
Mobilization - Paint	1	EA	\$ 1,250.00	\$ 1,250.00
Mobilization - Thermoplastic IN MOB	1	EA	\$ 1,500.00	\$ 1,500.00
Mobilization - Oblit IN MOB	1	EA	\$ 2,250.00	\$ 2,250.00
TOTAL				\$ 11,772.25

EXCLUSIONS: Traffic control, survey, as-built drawings, special cleaning, bonds, permits, micro seal/slurry seal/seal coat after obliteration, water supply/dump site, night/weekend work, mast arm signage, and materials not

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***Paint and steel pricing has been continuously increasing during 2023, and as a result, Falcon reserves the right to review pricing prior to contract acceptance.

***New customers will be required to pay 50% upon execution of a contract or purchase order; final amount will be due immediately upon completion of project. All Sales/ Balances due settled by credit card will incur a 3% fee of the total transaction / purchase price agreed upon. For your convenience no fees are charged for remittance of payment by mailed in check or direct ACH deposits.

DISCLAIMER: Taxes are excluded. Standard State of Arizona insurance is provided. Davis Bacon/Prevailing Wages are not acknowledged. Addendums acknowledged: N/A. Unit pricing prevails. Retention will not be held for projects under \$10,000. Quote is valid for 30 days.

Customer Acceptance Signature: _____

Date: _____

PO Number: _____

C R E A T I V E
PAVING
S O L U T I O N S
"THE EVOLUTION OF PAVING TECHNOLOGY"

DbA Creative Paving Coating Solutions
Proposal

DBA Construction, Inc.
Pete Allen
(602) 442-6767
1833 South 59th Avenue
Phoenix, AZ
Via email to: pallen@dbaconstruction.net
January 18, 2024

Job Number: 230111
Chandler Wall Street
Frye Rd to Chicago Road
Chandler, AZ

Creative Paving Solutions proposes furnishing the materials and performing the labor necessary for the completion of the project at the above listed job site.

LINE ITEM 1 - Creative Paving Solutions will print, coat, and seal approximately 7,785 square feet of existing asphalt using DecoCoat DP-200 Asphalt Coating System. The colors and patterns will be per the plans reading "Three Tone Color to Simulate Arizona Avenue Sidewalk Paving" with "Multi-size paver To Simulate Arizona Avenue Sidewalk Paving". Once coated, we will seal the approximately 7,785 square feet using DecoCoat DP-100 Sealer. We will do this for \$6.85.00 per square foot for a total of ~~\$53,327.00~~ plus applicable sales taxes. **\$53,142.30**
7758 SF

THIS PRICE DOES NOT INCLUDE CRACK FILLING, PAVING, DAVIS BEACON WAGES, UNION WAGES AND/OR PREMIUM PAY NOT CAUSED BY CREATIVE PAVING. CREATIVE PAVING IS NOT RESPONSIBLE FOR CURRENT AND/OR FUTURE CRACKS OR BELOW GRADE MOISTURE. THE SCHEDULE CAN CHANGE DUE TO INCLIMENT WEATHER.

- Any additional square footage will be charged at the same rates as shown above per square foot plus applicable sales taxes
- Prices are valid for sixty days from the date of this proposal.
- Payment will be made as follows:
 - Payments will be due 30 days after invoicing. We offer a 2% discount on any full invoice (without retention deducted) paid within 7 days of invoice date. Invoices not paid within 45 days of invoice date will be subject to a 1.8% finance charge per month.
 - **FINAL BILLING WILL BE BASED ON FIELD MEASUREMENTS OF ACTUAL WORK COMPLETED. IF ACTUAL FIELD MEASUREMENTS ARE 10% OR GREATER LESS THAN INITIALLY PROPOSED AN INCREASE IN THE PRICE PER SQUARE FOOT MAY BE REQUIRED.**
- Creative Paving Solutions is not responsible for and will not warranty any damage caused by anyone other than Creative Paving Solutions.
- Creative Paving Solutions will warranty all labor and material supplied by Creative Paving Solutions for three years from the date of substantial completion of this project.
- Exclusions:
 - Surveying and/or engineering
 - Field layout
 - Paving
 - Bonds and permits
 - Unforeseen Cleaning prior to commencement of work, or Cleaning from another subcontractor.



Cost Proposal

Client: DBA Construction; Attn: Pete Allen

Location: Wall Street; Chandler AZ

Work Description: Installation of Irrigation system, shrubs, and granite.

Item Number	Description	Quantity	Units	Unit Cost	Extended Total
2	Mobilization	1	Lumpsum	\$ 1,500.00	\$ 1,500.00
40	Shrub (5 gallon)	171	Each	\$ 53.25	\$ 9,105.75
41	1 1/4" screened decomposed granite 2.5" thick	1,664	SF	\$ 5.76	\$ 9,584.64
43	3/4" RP Irrigation backflow & enclosure	1	Each	\$ 3,650.96	\$ 3,650.96
44	6-station solar irrigation controller	1	Each	\$ 2,436.57	\$ 2,436.57
45	1" Drip remote control valve assembly	2	Each	\$ 887.66	\$ 1,775.32
46	Multi-outlet Emitter assembly	44	Each	\$ 86.57	\$ 3,809.08
47	Flush End Cap Assembly	3	Each	\$ 260.69	\$ 782.07
48	1" mainline sch40 with sch 80 fittings	10	LF	\$ 117.45	\$ 1,174.50
49	3/4" drip lateral line pipe - sch 40 pvc	1,110	LF	\$ 7.24	\$ 8,036.40
50	1/2" Emitter riser Assembly at stationary planters	50	LF	\$ 33.24	\$ 1,662.00
51	2" Drainpipe and rock sump	9	Each	\$ 849.39	\$ 7,644.51
*	Pre-emergent Herbicide application	3	Each	\$ 475.24	\$ 1,425.72
*	Add topsoil compost mix to planters	15	Each	\$ 455.02	\$ 6,825.30
*	Monthly Maintenance	12	Each	\$ 1,010.00	\$12,120.00
		3			
				Total	\$71,532.82

Qualifications & Exclusions:

1. Labor, materials, equipment, mobilization, and disposal associated with above listed work is included.
2. Estimate is based on our evaluation to complete work as described above and in specifications/detail. Changes due to unforeseen problems, delays and specifications may increase costs if additional time, labor, and materials are required.
3. Excludes cost of permits if necessary.
4. Excludes cost of traffic control.
5. Excludes sleeve and boring work.
6. Excludes sales tax.
7. Excludes any additional costs not disclosed or foreseen at time of quote.
8. Excludes cost of hazards (biohazard, flammable etc.) requiring special handling.

Date: 2/16/2024

Submitted By: Travis Smith, Senior Project Manager
602-388-3506



Proposal

For Work At

DBA Construction, Inc.
1833 S. 59th Ave.
Phoenix AZ 85043
United States

Billing Address

DBA Construction, Inc.
1833 S. 59th Ave.
Phoenix AZ 85043
United States

Account Executive

100501 Crystal Helgeson
YESCO - Phoenix
6725 West Chicago Street
Chandler AZ 85226
United States

Date	Project Number	Project Description	Pricing Valid Until	Deposit
01/31/2024	PRY-51584	Wall Street Monument Sign	03/01/2024	\$147,264.00

Item	Amount
------	--------

Arizona Sign Sales

**** Option A: Entry Display w/ Acrylic Tube

YESCO to fabricate & install ONE 25'ft tall SF Mast-Arm Entry Display

- * Multi faceted Pole Cover w/ approx 80) custom acrylic light pucks
- * 14" acrylic Globe at the top - All Illum w/ 5000k White LEDs
- * Mast Arm 23'ft long to extend over pedestrian path
- * Face lit channel letters installed on mast arm - 1) side only
- * Installed on steel support pipe & attached to concrete base
- * Custom cast concrete w/ exposed aggregate - Natural finish

** No Traffic control is included **

- * Installed in Softscape - Level ground w/ truck access
- * No landscape removal or repairs are included in this Est.
- ** No Pavement Cutting or removal is included in this Est
- ** Hard Dig Clause could result in a price increase
- ** Private, buried utilities are to be marked By Client
- ** Yesco is not Liable for damage to Unmarked, Private, Underground Utilities

NEED POWER UP
ALLOWANCES\$

\$152,630.00

Arizona Sign Sales

**** Option B: Entry Display w/ G2G pucks

YESCO to fabricate & install ONE 25'ft tall SF Mast-Arm Entry Display

- * Multi faceted Pole Cover w/ approx 80) custom G2G Pucks & Globes
- * 14" acrylic Globe at the top - All Illum w/ 5000k White LEDs
- * Mast Arm 23'ft long to extend over pedestrian path
- * Face lit channel letters installed on mast arm - 1) side only
- * Installed on steel support pipe & attached to concrete base
- * Custom cast concrete w/ exposed aggregate - Natural finish

** No Traffic control is included **

- * Installed in Softscape - Level ground w/ truck access
- * No landscape removal or repairs are included in this Est.
- ** No Pavement Cutting or removal is included in this Est
- ** Hard Dig Clause could result in a price increase
- ** Private, buried utilities are to be marked By Client
- ** Yesco is not Liable for damage to Unmarked, Private, Underground Utilities

\$141,898.00

Item	Amount
Entitlement Services (Southwest Region)	
• Yesco will provide entitlement services which include permit acquisition, engineering and design. Upon receipt of permit(s), these services will be billed separately including the cost of permit(s). • Standard Permit Acquisition - (\$400) Includes permit drawings with up to 2 revisions, permit staff time with up to 2 submittals, initial survey, document preparation and submittal. Any required engineering is at an additional cost. • Price is based on performing work during normal business hours • YESCO to establish electrical requirements and customer is to provide primary power to the sign location. • Due to rising costs of materials this proposal expires 30 days from date of proposal. • State Contractors License Nos. ROC260958, ROC260959, ROC260960 • RIGHT TO REVIEW. In submitting this proposal, YESCO hereby reserves the right to review and negotiate any terms and conditions contained in any Agreement and/or Purchase Order it may be required to enter into, including General Conditions and Special Conditions, as well as any documents incorporated therein by reference, upon the acceptance of such proposal.	
Or \$6,389.05/month for 60 mos with \$31,945.24 down.	Subtotal \$294,528.00
Click to apply: apps.yesco.com/creditapplication	Tax Total (%) \$0.00
Required maintenance payment not included	Total \$294,528.00

This Proposal is subject to acceptance of YESCO's Standard Terms and Conditions, which are available for your review at www.yesco.com/terms/standardtermsandconditions.pdf. The proposed financing terms are only estimates. Final terms are subject to due diligence and formal credit approval by YESCO Financial Solutions.



416 W. Lone Cactus Drive

Phoenix, Arizona 85027

Office 623-385-7110

Fax 623-385-7120

BID FORM

Project Name: Wall Street Chandler**Bid Date:** 2/15/2024**Bid Time:** 8:00am**Addenda Noted:**

None

Plan Date: 12/1/2023**Spec Section(s):**

None

Base Bid: \$17,985.00**Scope -** 1 trash enclosure and 100lf of 2" thick cap at existing wall**Trash enclosure -** \$10,990.00**Wall cap -** \$6,995.00***Special Remarks:** Price subject to scope review and schedule availability

* Prices are firm for thirty (30) days for the performance of all MASONRY work covered by the plans & specifications. This bid is subject to the acceptability of the subcontract term & conditions; and, incorporated into the subcontract of this Bid Form as an attachment.

Inc.	Exc.	Place	Inc.	Exc.	Place
X		X Medium weight CMU per specs	X		X Rebar for masonry walls
	X	Normal weight CMU per specs	X		X Horizontal wire reinforcement
	X	Integral color CMU		X	Foam, Loose fill insulation
	X	Dryblock additive in block, mortar		X	Stone
	X	Architectural precast/cast stone		X	Stone shop drawings, engineering
X		X Grout in masonry walls only		X	Faux stone
X		X Control joint		X	Faux stone substrate
	X	Brick		X	Relief angles
	X	Efflorescence removal after initial cleaning		X	X Steel imbeds, straps
X		X Shoring for masonry lintels		X	X Steel lintels (Under 200#)
	X	Hollow metal frames		X	X Anchor Bolts
X		X Set & grout hollow metals		X	Reglet
		frames, at time of construction		X	Flashing
	X	Dry packing for masonry imbeds		X	Building paper
	X	Wall bracing:		X	Caulking
	X	Engineering for wall bracing		X	Compressible filler, firesafeing
	X	Deadmen for wall bracing		X	Paint, staining, waterproofing
X		Trash & debris clean up		X	Stucco
	X	Trash removal from job site		X	Footings
	X	Floor Protection		X	Demolition
	X	Layout for other trades		X	Hard Dig
	X	Engineering, surveying layout of		X	Over excavation/compaction
		building corners		X	Spoils removal/finish grade
	X	Dust control of job site		X	Bond Premiums
	X	Masonry shop drawings		X	Sales tax, permit fees
	X	Testing & inspection cost		X	Furnishing sanitary facilities
	X	Hot & Cold weather protection		X	Welding
				X	Prevailing/Davis Bacon Wages

Additional Conditions: Adequate access (no open trenches)

Potable water made available 200' from building/work

The following items not exceeding 200# will be installed by masons as masonry is being built: rebar, bolts, steel lintels, beam seats, weld plates, flashing, reglet, wall penetrations required by other trades.

Submitted by:

Ron Maroney, Estimator

Direct Line 623-385-7111

Ron@stonecoldmasonry.com**License Numbers**

AZ#142638

CA#946771

NM#364110

NV#74264

02376220111230

Monetary Unlimited

UT#7540897-5501



PO Box 6254
Goodyear, AZ 85338
623-377-8492
ROC 281155 (CR56)
ROC 309542 (CR24)

Reference No.: 24053
DATE: February 12, 2024

To: DBA Construction
Name: Pete Allen

CUSTOM GATE FOR ENCLOSURE -
FAB, PAINT, INSTALL

Excludes Delivery on uninstalled items.

As of 2/1/19 ALL NEENAH FOUNDRIES HARDWARE NEEDS TO BE PAID FOR AT TIME OF PICK UP, WE APOLOGIZE FOR THE INCONVENIENCE

Railing to be paid based on actual linear feet fabricated and/or installed after field measured & verified.

Nose angle over 25' in length will be fabricated in 2 pieces and welded in the field by contractor

Price subject to change due to fluctuating steel market and possible pending government tariffs.

This quote is valid for the specifics called out above. Any changes in dimensions, materials, quantities, or otherwise may alter the price set forth in this quote. Any and all taxes to be charged at time of invoicing where applicable by law.

IF HARD DIG OR POT HOLING IS NECESSARY FOR TYPE 4 HANDRAIL INSTALLATION ADDITIONAL CHARGES WILL OCCUR

To accept this quotation, please sign here & print name or issue a purchase order or subcontract and return:

\$ 35,719.00

SUBTOTAL:	\$	35,719.00
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THANK YOU FOR THE OPPORTUNITY TO QUOTE THIS WORK FOR YOU!

Terracon
Materials Engineering and Testing
2023 Fee Schedule



QC - ALLOWANCE

Professional Services	
Technicians & Clerical	Hr. Rate
Special Inspector	\$ 95.00
Engineering Technician	\$ 85.00
Laboratory Technician	\$ 65.00
NDT/CWI Technician	\$ 115.00
Overtime Surcharge	1.5x
(Over 8 hours per day, weekends & holidays)	
Asphalt Coring Equipment, Per Day	\$ 150.00
Nuclear Density Gage, Per Day	\$ 35.00
Report Preparation & Dispatch	\$ 65.00
Engineering Services	
Engineers & Consultants	Hr. Rate
Principal Engineer/Department Manager	\$ 200.00
Senior Project Engineer/Manager	\$ 175.00
Project Engineer/Manager	\$ 150.00
Staff Field Engineer/Geologist/Supervisor	\$ 100.00
Laboratory Manager/Supervisor/Quality Review	\$ 110.00
Vehicle Usage, per Mile	\$ 1.50
All other direct project expenses	Cost+15%
Geotechnical Engineering Services	Quote
Specialty Field Equipment Rental	Quote

Laboratory Testing	
Concrete	Unit Price
Concrete Compressive Strength Test	
6" x 12" Cylinder (ASTM C39)	\$ 35.00
4" x 8" Cylinder (ASTM C39)	\$ 25.00
2" x 2" Grout Cubes (ASTM C109)	\$ 25.00
Grout Prism (ASTM C1019)	\$ 35.00
Mortar Cylinder (ASTM C1019)	\$ 22.00
Flexural Beam (ASTM C78)	\$ 50.00
CMU Compression (C140)	\$ 75.00
Grouted CMU Compression (C140)	\$ 165.00
Concrete Cores (ASTM C42)	\$ 72.00
Shotcrete Panel Coring (lab), per core	\$ 35.00
Concrete Shrinkage Beams (ASTM C157)	\$ 400.00
Concrete Boil Absorption (ASTM C642)	\$ 85.00
Time of Set (ASTM C403)	\$ 400.00
Mold Cleaning (Per Mold)	\$ 30.00

Laboratory Testing	
Soils	Unit Price
Particle Size Analysis	
Gradation 3" to #200 (ASTM C136/C117)	\$ 110.00
Gradation #4 to #200 (ASTM C136/C117)	\$ 75.00
Percent Passing #200 Sieve (ASTM C117)	\$ 60.00
Plasticity Index of Soils (ASTM D4318)	
Dry Prep	\$ 90.00
Wet Prep	\$ 130.00
Compaction Characteristics of Soil	
ASTM D698 Method A	\$ 150.00
ASTM D698 Method C	\$ 165.00
ASTM D1557 Method A	\$ 175.00
ASTM D1557 Method C	\$ 200.00
Remolded Swell (ASTM D4546)	\$ 130.00
R-Value (ASTM D2844)	\$ 390.00
Corrosivity Suite (pH, Resistivity, Sulph. Chlor.)	\$ 230.00
pH, Sulfates or Chlorides (ARIZ Method) ea.	\$ 30.00
Laboratory Testing	
Aggregates	Unit Price
Los Angeles Abrasion (ASTM C131)	\$ 160.00
Large Size Los Angeles Abrasion (ASTM C535)	\$ 180.00
Fractured Faces (ASTM D5821)	\$ 100.00
Aggregate Resistivity Testing	\$ 550.00
Crushing (1 hr. Min.)	\$ 95.00

Laboratory Testing	
Asphaltic Concrete	Unit Price
Asphalt Content by Ignition (D2172)	\$ 110.00
Ignition and Gradation (ASTM D2172 & C136)	\$ 165.00
Marshall Compaction Test (ASTM D6926)	\$ 165.00
Theoretical Max. Density - Rice (ASTM D2041)	\$ 165.00
Gyratory Compaction (ASTM D6925)	\$ 165.00
Marshall Stability and Flow (ASTM D6927)	\$ 35.00
Density & Thickness (ASTM D2726) per Core	\$ 40.00
Density Of Coated Cores (ASTM D1188)	\$ 45.00
Immersion-Compression (ASTM D1074/1075)	\$ 375.00
Tensile Strength Ratio (ASTM D4867)	\$ 500.00
Ignition Correction Factor (ASTM or ADOT)	\$ 550.00

Metro Traffic Control, LLC
 4950 W Watkins St
 Phoenix, AZ 85043
 Phone (623) 879-0610 Fax (623) 879-0611
 AZ ROC Lic #196764-A



TRAFFIC CONTROL - ALLOWANCE

Description	Unit	Unit Price
Type I or II Barricade	per day	\$0.75
Type III Barricade	per day	\$1.50
Vertical Panel	per day	\$0.75
ADA Pedstrian Wall	per ft/per day	\$0.45
Med Sign Less 10 Sq Ft	per day	\$0.50
Large Sign 10 Sq Ft or More	per day	\$0.75
Sign Cover	per day	\$0.50
Specialty Sign	per sq ft	\$9.50
Type A Flasher	per day	\$0.75
Type C Steadyburn	per day	\$0.75
Rigid Sign Stand	per day	\$0.75
Large Sign Stand	per day	\$1.50
Spring Stand	per day	\$2.00
U-Channel Post	per day	\$1.00
28" Cones	per day	\$0.50
Reflective 28" Cones	per day	\$0.75
Flag Tree	per day	\$1.00
Warning Flags	each	\$3.00
Sandbags	each	\$3.75
Stop/Slow Paddles	per day	\$2.00
Arrow Board	per day	\$45.00
Message Board	per day	\$65.00
One Man w/Truck	per hour	\$100.00
Two Men w/Truck	per hour	\$130.00
Traffic Control Plans	each	\$80.00
After Hours 6pm to 6am Mon-Fri	one man w/truck per hour	\$110.00
After Hours 6pm to 6am Mon-Fri	two men/ truck per hour	\$145.00
Weekends	one man w/truck per hour	\$110.00
Weekends	two men/ truck per hour	\$145.00
TOTAL		

Terms and Conditions:

Sales tax will be added to billing as applicable

Net 30 days on all rental and labor

On all jobs with labor, one hour minimum charge will apply

Minimum rental charge of \$55/day on all jobs

All labor charges are billed from port to port

Any labor between 6 pm and 6 am will be charged after hours rate

EXHIBIT H

BUILDERS RISK INSURANCE