



CITY OF CHANDLER JOB ORDER PROJECT AGREEMENT

Outside Plant Fiber Telecommunications Remote Buildings - Desert Breeze

Project No. DS2201.403
Council Date: July 18, 2024

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 **Caliente Construction, Inc.**, an Arizona corporation, ("JOC Contractor") and is entered into pursuant to Job Order Master Agreement No. JOC2409.401 ("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 6, 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 for construction services 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 - Desert Breeze**, Project Number **DS2201.403**. The scope of work consists of installation of a new prefabricated telecommunication remote building and supporting infrastructure to house the telecommunication fiber optic hub switch located at the Desert Breeze Police Substation; installation of fiber lines from the existing fiber infrastructure to the new hub switch with electrical power connected to the adjacent police substation; work to include electrical, HVAC, key card access, security cameras, server racks, and site work, 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 **\$1,307,410.94** 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 **150** 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: 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: Jeff Schaffer/ Justin Miller	
	Phone:	602-421-1444 / 480-993-9617
	Email:	jschaffer@calienteconstruction.com / jmillier@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

MAYOR

RECOMMENDED BY:

Daniel Haskins

Daniel Haskins, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney *JNB*

ATTEST:

City Clerk

Seal

**"JOC CONTRACTOR"
CALIENTE CONSTRUCTION, INC.**

Lorraine Bergman

Signature

6/11/24

Date

Lorraine Bergman

Print Name

President, CEO

Title

lbergman@calienteconstruction.com

Signer Email Address

EXHIBIT A

SCOPE OF WORK

Caliente Construction Inc.

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

EXHIBIT A SCOPE-OF WORK

PROJECT:

DS2201.402 Outside Plant Telecom Remote Buildings (Public Safety)

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 Wash-station 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 CT Meter (not on plans but based off previous OSP's)
- 6) Furnish and Install Masonry Site Wall.
- 7) Furnish and Install New Prefab Concrete OSP Building.
- 8) Earthwork and Pad Preparation.
- 9) Concrete Pad for OSP.
- 10) Rip Rap with Fabric.
- 11) Landscape/Irrigation Restoration as necessary.
- 12) Final Connections to OSP.
- 13) Directional Boring at Selected Locations (refer to bid tab)
- 14) Concrete/Asphalt Patchback as required for tie-ins as necessary.

Project Duration:

Proposal based on onsite Project Duration of (12) 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.



One of the Valles 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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EXHIBIT B
FEE SCHEDULE

EXHIBIT "B"**DS2201.403 Outside Plant Telecom Remote Buildings (Desert Breeze)****JOB ORDER COST PROPOSAL
SUMMARY SHEET**

4/26/2024

Negotiated Prices			
Price of Subcontractor(s)		\$	926,713.21
Price of Subconsultant(s)		\$	-
General Conditions		\$	103,111.00
Preconstruction Labor (if applicable)		\$	-
Construction Labor (if applicable)		\$	-
SUBTOTAL (NEGOTIATED PRICES):		\$	1,029,824.21
Overhead and Profit (Coefficient per Job Order Master Agreement)	8.00%	\$	82,385.94
TOTAL (NEGOTIATED PRICES + OVERHEAD & PROFIT):		\$	1,112,210.15
Insurance, Bonds, & Taxes			
Sales Tax Percentage (Current Tax Rate)	TPT	5.070%	\$ 57,779.32
General Liability Insurance Percentage (Actual Cost per Job Order)		1.00%	\$ 10,298.24
Builder's Risk Insurance Percentage (Actual Cost per Job Order)		0.50%	\$ 5,149.12
Payment Bond (Actual Cost per Job Order)		1.50%	\$ 11,974.11
Performance Bond (Actual Cost per Job Order)	INC	0.00%	\$ -
SUBTOTAL (INSURANCE, BONDS, & TAXES):		\$	85,200.80
COMBINED TOTAL (TOTAL + INSURANCE, BONDS, & TAXES):		\$	1,197,410.94
Owner's Allowance		\$	110,000.00
TOTAL JOB ORDER:		\$	1,307,410.94

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



#1 Tenant Improvement Contractor in Arizona 2016, 2017, 2018 & #1 General Contractor in Arizona 2017, 2018, 2019
 2016 Tempe Business Excellence Award Winner
 485 W. Vaughn Street, Tempe, AZ 85283 / Phone: (480) 894-5500 / Fax: (480) 894-2323
 AZ ROC091625 . AZ ROC098769 . AZ ROC164561 . CA 770323 . UT 4741522-550
 ID RCE-28529 . NM 85371 . CO 233580 . MT 159637 . OR 218626 . WA 604-190-884



Caliente Construction Inc.

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

Project:	DS2201.403 Outside Plant Telecom Remote Buildings (Desert Breeze)			0.00	Building Sq. Ft.
Owner:	City of Chandler			0.00	Site Sq. Ft.
Architect:	Kimley Horn			0.00	Site Acres
Bid Date:	4/26/2024			0	RFI(s)
Taxing Jurisdiction:	Chandler			0	Addenda
MRRA or TPT:	TPT Chandler 5.070%			NAME	100% Dated 6/22/23
DESCRIPTION					TOTALS
DIVISION 1	GENERAL CONDITIONS / GENERAL REQUIREMENTS			\$	103,111.00
DIVISION 2	EXISTING CONDITIONS			\$	8,640.00
DIVISION 3	CONCRETE			\$	29,366.89
DIVISION 4	MASONRY			\$	21,340.00
DIVISION 12	FURNISHINGS (PRECAST BUILDING)			\$	217,974.41
DIVISION 26	ELECTRICAL / COMMUNICATIONS			\$	604,260.00
DIVISION 28	ACCESS CONTROL / SECURITY			\$	27,166.91
DIVISION 32	EXTERIOR IMPROVEMENTS			\$	17,965.00
Subtotal of Cost Of Work				\$	1,029,824.21
CONTRACTOR FEE		8.00%		\$	82,385.94
GENERAL LIABILITY INSURANCE		1.00%		\$	10,298.24
BUILDERS RISK INSURANCE		0.50%		\$	5,149.12
BONDING FEES		1.50%		\$	11,974.11
SALES TAX	TPT Chandler 5.070%	5.070%		\$	57,779.32
Total Cost of Work				\$	1,197,410.94
ALLOWANCES (Based on Subtotal cost of Work - Not included in Cost of Work; No Markups)					
CONSTRUCTION ALLOWANCE		1.00	LS	\$	50,000.00
MATERIAL ESCALATION ALLOWANCE		1.00	LS	\$	30,000.00
TRAFFIC CONTROL ALLOWANCE		1.00	LS	\$	10,000.00
LANDSCAPE RESTORATION ALLOWANCE		1.00	LS	\$	20,000.00
TOTAL PROJECT COST				\$	1,307,410.94



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DS2201.403 Outside Plant Telecom Remote Buildings (Desert Breeze) General Conditions

12 Weeks

84 Calendar Days

CODE	ITEM	QTY	TYP	RATE/HR	SUBTOTAL
	GENERAL CONDITIONS				
00-1040	Project Manager	3.00	WK	\$ 4,200.00	12,600.00
00-1043	Project Engineer	3.60	WK	\$ 2,960.00	10,656.00
00-1045	Superintendent	12.00	WK	\$ 3,800.00	45,600.00
00-1050	Senior Project Manager	1.00	WK	\$ 4,720.00	4,720.00
	TEMPORARY FACILITIES				
01-5219	Portable Toilets	12.00	WK	\$ 125.00	1,500.00
00-1405	Field Office	12.00	WK	\$ 300.00	3,600.00
00-1301	Temp Power / Temp Generator	12.00	WK	\$ 350.00	4,200.00
01-5136	Temporary Construction Water	12.00	WK	\$ 125.00	1,500.00
00-1075	Drinking Water	12.00	WK	\$ 20.00	240.00
01	GENERAL REQUIREMENTS				
01-7410	Dumpster & Fees	1.00	PULL	\$ 550.00	550.00
01-5626	Temporary Fencing	1.00	LS	\$ 3,000.00	3,000.00
01-5600	Safety / Temp Protection	1.00	LS	\$ 1,000.00	1,000.00
02-2100	Survey	1.00	LS	\$ 5,000.00	5,000.00
01-5723	SWPPP Permit, NESHAP Permit, AZDEQ Stormwater Permit	1.00	LS	\$ 2,445.00	2,445.00
00-1430	Locating Services	1.00	LS	\$ 5,000.00	5,000.00
01-5800	Project Identification Sign	1.00	LS	\$ 750.00	750.00
01-7243	Final Bldg Clean	1.00	LS	\$ 750.00	750.00

TOTAL GENERAL CONDITIONS

\$ 103,111.00



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ID PCE-28529, NM 86371, CO 233580, MT 159537, OR 218626, WA 604-190-884



DS2201.403 Outside Plant Telecom Remote Buildings (Desert Breeze)

4/26/2024

Assumptions / Clarifications

- 1 Proposal based on **12 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 - Desert Breeze - DS2201.403, 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 \$50,000.00** (no Contractor Mark-ups included) for any Unforeseen Conditions or Changes.
- 6 Proposal includes a **Material Escalation Allowance of \$30,000.00** (no Contractor Mark-ups included).
- 7 Proposal includes a **Landscape Restoration Allowance of \$20,000.00** (no Contractor Mark-ups included).
- 8 Proposal includes a **Traffic Control Allowance of \$10,000.00** (no Contractor Mark-ups included).
- 9 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.
- 10 Due to the current volatile market, this proposal may be subject to Material Escalation Increase at any time from submission of
- 11 Contractor Performance and Payment Bonds are included in this proposal.
- 12 Compliance with Owner Insurance Requirements is included.
- 13 Background checks and badging are included if required.
- 14 All power shutdowns will be coordinated with the City of Chandler
- 15 Subcontractor Exclusions, Terms and Conditions, Special Conditions, Indemnification Clauses, etc. included in their proposals are
- 16 Existing Landscape will be matched as close as possible.
- 17 Proposal is based on Lump Sum pricing per division per our subcontractors proposals.
- 18 Proposal includes Limited Survey and Private Locating.
- 19 Proposal includes Temp Protection and Fencing at OSP Site only. Caliente will keep temp fence up at the OSP site throughout
- 20 Proposal based on Furnishing of UPS and final terminations for patch panels being by COC IT.
- 21 Fiber optics scope is included in electrical number.
- 19 OSP will be submitted as a deferred submittal to COC P&D once approved by ADOH.
- 20 Proposal includes Boring at Various Driveway Locations (refer to Electrical Proposal).
- 21 Proposal includes masonry wall (match existing as best as possible).

Exclusions

- 1 Design, Design Fees, or Permit Fees (unless noted otherwise).
- 2 Utility Company Fees.
- 3 Water Hydrant Meters or Fees.
- 4 Contaminated Soils Removal, Asbestos/Mold/etc., Testing/Abatement, Hazardous Materials Handling (Current Report/Survey to provided by COC prior to start of Demolition).
- 5 Holiday, Nights and Weekends.
- 6 Prevailing Wages or Overtime Hours.
- 7 Site Security or Cameras.
- 8 Load Testing or Maintenance of Existing Electrical System .
- 9 Maintenance or Repairs of existing irrigation, plumbing, electrical, etc. systems not within scope-of-work.
- 10 Removal of Owner equipment, furnishings, etc. (by Owner).
- 11 Right of Way Permits.
- 12 Precon or Coordination with Utilities (private Locating will be completed during construction and any conflicts will be relayed to COC or CM).
- 13 Landscaping or Ground Covering replacement, protection, watering, etc. except as noted above.
- 14 SWPPP Plan / Dust Control Plan.
- 15 Final terminations for patch panels (provided by by COC IT).
- 16 Neighborhood Resources or Neighborhood Notification (by COC).
- 17 Painting or Patching of Existing Site Wall.
- 18 Finishes or Concrete at Tie-in RM 117.
- 19 Special Inspections and Material Testing
- 20 Painting or Staining of New or Existing Block Wall.



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DS2201.403 Outside Plant Telecom Remote Buildings (Desert Breeze)

4/26/2024

Allowances (Not Included in Base Proposal; No Markups)

1	CONSTRUCTION ALLOWANCE	\$	50,000.00
2	MATERIAL ESCALATION ALLOWANCE	\$	30,000.00
3	TRAFFIC CONTROL ALLOWANCE	\$	10,000.00
4	LANDSCAPE RESTORATION ALLOWANCE	\$	20,000.00



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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 Agreement 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 Agreement with the Obligee, dated the _____ day of _____, 20__ for construction of **Outside Plant Fiber Telecommunications Remote Buildings - Desert Breeze, DS2201.403** 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 _____ day of _____, 20__.

PRINCIPAL

SEAL

AGENT OF RECORD

By _____

SURETY

SEAL

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 Agreement 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 Agreement with the Obligee, dated the _____ day of _____, 20__ for construction of **Outside Plant Fiber Telecommunications Remote Buildings - Desert Breeze, DS2201.403** 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 _____ day of _____, 20__.

PRINCIPAL SEAL

AGENT OF RECORD

By _____

SURETY SEAL

AGENT ADDRESS

EXHIBIT E

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

_____, Arizona

Date _____

Project Name: **Outside Plant Fiber Telecommunications Remote Buildings - Desert Breeze**

Project No.: **DS2201.403**

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 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 - Desert Breeze**

Project No.: **DS2201.403**

(TO BE COMPLETED BY CONTRACTOR)

I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER PROJECT NO. **DS2201.403** 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)

(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

DS2201.403 Outside Plant Telecom Remote Buildings (Desert Breeze)

BID PACKAGE: Demolition
 BID DATE: April 26, 2024
 RFI(s): 0
 ADDENDUM(S): 0

BID TALLY SHEET

DESCRIPTION	BUDGET				SUB 1	SUB 2	SUB 3	SUB 4	SELECTED SUB
	Caliente				Advanced	AZ Specialty	Detailed	Liberty	AZ Specialty
	UNITS	QTY	COST/UNIT	COST					
BASE BID					\$ 8,500.00	\$ 8,640.00			
Demolition									
1 Landscaping		0	\$ -	\$ -		x			
2 Concrete Sidewalk		0	\$ -	\$ -	x	x			
3 CMU Wall and Footing		0	\$ -	\$ -	x	x			
4		0	\$ -	\$ -					
5		0	\$ -	\$ -					
6		0	\$ -	\$ -					
7		0	\$ -	\$ -					
8		0	\$ -	\$ -					
9		0	\$ -	\$ -					
10		0	\$ -	\$ -					
SALES TAX					\$ -	\$ -	\$ -	\$ -	
SUBCONTRACTOR BID					\$ 8,500.00	\$ 8,640.00	\$ -	\$ -	
ADD-ONS					\$ -	\$ -	\$ -	\$ -	
TEXTURA					\$ -	\$ -	\$ -	\$ -	
TOTAL BID				\$ -	\$ 8,500.00	\$ 8,640.00	\$ -	\$ -	\$ 8,640.00



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2236 West Shangri La Road, Phoenix, Arizona 85029
Tel. 602-843-8899 Fax. 602-865-7130
ROC#266517

PROPOSAL

Proposal Date: 4/23/2024

PREPARED BY: Nick Hooey

PREPARED FOR: Kayla Hauer

nick@azspecialtydemo.com / 602-349-8159

Company: Caliente Construction

Phone: 406-207-3773

Email: khauer@calienteconstruction.com

PROJECT NAME: Outside Plant Fiber Telecom Building Desert Breeze

PROJECT ADDRESS: 425 North Desert Breeze Blvd. West Chandler Az 85226

Arizona Specialty Demolition LLC will provide all necessary labor and equipment for the completion of:

DEMOLITION AND DISPOSAL OF:

- Block wall & Footing
- Concrete Slab
- Shrub
- This proposal includes trucking and disposal to a legal licensed landfill.
- **Please See Additional Attachment for Demo Scope.**

THE ABOVE-DESCRIBED WORK WILL BE COMPLETED IN AN EFFICIENT WORKMANLIKE MANNER FOR THE SUM OF

Proposal Amount: \$8,640.00

This proposal is based off of Daytime work, there will be a 10% price increase for Night work.

THIS PROPOSAL IS BASED ON 1 PHASE. ADDITIONAL WILL BE CHARGED AT \$750.00 PER PHASE.

EXCLUDED ITEMS: unless specifically noted above, the following exclusions apply: taxes, permits, bonds, SWPPP, weekend work, private locating, GPR, potholing, lay out, utilities, utility abandonment, utility removal, make safe, furniture/ appliance moving, temporary fencing, engineering, shoring, bracing, saw cutting/coring, underground storage tanks, tank abandonment, tank pumping, basements, buried debris, base course removal, weed/grass removal, earthwork, backfilling, compaction, compaction testing, dirt import/export, removals for any other trades, mastic removal, mud beds, terrazzo floor, epoxy floor, painted floor, window film, wall paper, traffic control, barricades, dust barriers, asbestos survey, abatement, hazardous materials, PCB's, lead paint, freon, mercury, glycol and MP&E cutting and capping.

TERMS & CONDITIONS:

1. Pricing will remain in effect for **15 days from the proposal date**. Arizona Specialty Demolition (hereinafter referred to as ASD) reserves the right to withdraw the proposal, or adjust the proposal amount per current market conditions. An earnest deposit of up to 10% is required for project startup fees. (Permits, scheduling, administration and mobilization)

2. **Tax:** The proposal amount above doesn't include any applicable sales tax. Sales tax will be added to the proposal amount unless the Client provides an AZ Form 5005 to ASD before execution of this proposal.
3. **Payment:** The Client agrees to pay ASD the contract sum, based upon applications for payment submitted by ASD. The Client shall make progress payments payable to ASD net 30 days. For Projects that will be completed within thirty (30) days, the Client shall pay ASD 50% of the Contract amount at time of award, and the balance of the contract amount upon final invoice. For projects that will be completed after thirty (30) days the Client shall pay ASD a deposit of up 10% of the contract amount at time of award. Progress payments shall be invoiced monthly. All invoices shall be net 30 days from date on invoice unless otherwise noted in subcontract.
4. **Change Orders:** Additions or modifications to the scope of work shall be made in the form of a written change order submitted by ASD. At the time of approval, the written Change Order must be signed by the Client. The contract sum and the conditions of this Contract shall become part of the said Contract and both parties agree to the terms and conditions listed within the Contract.
5. **20 Day Preliminary Notice:** It is customary for ASD to pre-lien all projects prior to the commencement of work. After final completion of the scope of work, and when final payment has been received, ASD will issue to Client a final and unconditional lien waver.
6. **Salvage Rights:** Arizona Specialty Demolition has all salvage rights to any building materials which encompass the demolition project. If the owner or client wishes to save or salvage any building materials, they must first do so before accepting this proposal and executing a contract. Furthermore, if our proposal includes these rights as part of our bid amount and the materials are removed prior to our start, ASD has the right to issue a change order for the dollar value/amount of the said salvage materials.
7. **Performance of Work:** ASD will manage and perform the work in an efficient workmanlike manner. ASD shall direct the method, techniques, procedures, sequence and coordination of the demolition work described in this contract.
8. **Utilities** All live utilities must be **ABANDONED** outside of the limits of demolition. The utilities must be **ABANDONED** by the owner prior to Arizona Specialty Demolition mobilizing to the job site failure to do so will delay the start of the project. **The Utility Abandonment/Make Safe Guarantee Form** must be filled out, signed and returned to ASD prior to scheduling/starting the project. ASD will not be held liable for delays due to owners' failure to abandon utilities.
9. **Hazardous Material Survey:** Due to current Federal laws and regulations, a hazardous materials survey must be on file at the office of ASD before work can proceed on the above project. If there is any structural demolition involved on the above project, a 10-day NESHAP notification must be filed with the County. ASD is capable and willing to assist the General Contractor/Building Owner in any way to expedite necessary testing or notification requirements.
10. **Scheduling:** In the event ASD is given a targeted start date from client and this start date is rescheduled or canceled ASD reserves the right to charge an inconvenience fee of 10% of contract amount to client.

If any provision of this Contract is declared or determined by any court, arbitrator or administrative body to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected, and the illegal or invalid part, term, or provision shall be deemed not to be a part of this Contract. All Parties involved in this Contract agree to arbitration held within the State of Arizona.

This proposal shall be considered part of the contract documents and constitutes as a Contract between Client and Arizona Specialty Demolition LLC. Upon signing this Contract, you agree to all terms and conditions listed herein and are in agreement with the scope of work.

Arizona Specialty Demolition LLC.

Date

CLIENT

Date

Submitted by: Nick Hooey, Estimator
Office: 602-843-8899 Cell: 602-349-8159

F.H.W.A. REGION	STATE	PROJECT NO.	NO.	TOTAL	AS-BUILT
9	ARIZ	DS2201.403	DR-100	26	

1001 W. SOUTHERN AVE.,
SUITE 131,
MESA, AZ 85210

PHONE: 480-267-2868
FAX: 802-944-7423
www.kimley-horn.com

DRAINAGE NOTES

NO	DESCRIPTION	QTY	UNIT
1	REMOVE CONCRETE SIDEWALK	60	SF
2	CONCRETE SCUPPER SPILLWAY PER MAG STD DETAIL 206	1	EA
3	6" WIDE CONCRETE SIDEWALK PER MAG STD DTL 230	262	SF
4	DUMPED RIPRAP, D50=6", 1' THICK	23	CY
5	WALL OPENING, SEE STRUCTURAL DETAIL 7 ON SHEET S-003	1	EA
6	REMOVE EXISTING SCREEN WALL	46	LF
7	NEW SCREEN WALL, SEE DETAILS ON SHEET S-003	30	LF
9	REMOVE EXISTING LANDSCAPING	-	NPI

SHEET NOTES

- STATIONS AND OFFSETS ARE APPROXIMATE. ACTUAL LOCATIONS SHALL BE FIELD VERIFIED BY THE TRAFFIC SIGNAL INSPECTOR PRIOR TO PULL BOX INSTALLATION.
- ANY LANDSCAPE AFFECTED BY CONSTRUCTION TO BE REPLACED IN LIKE KIND AND SIZE. ALL DISTURBED AREAS TO HAVE D.G. REINSTATED TO A MINIMUM DEPTH OF 2" OR TWICE THE SIZE, WHICHEVER IS GREATER, AND RAKED SMOOTH TO MATCH EXISTING.

Zachary R. Schmidt

CITY OF CHANDLER

DESERT BREEZE GRADING AND DRAINAGE

OUTSIDE PLANT FIBER TELECOMMUNICATIONS REMOTE BUILDINGS

DS2201.403

DR: CCL	DES: MAC	CK: DSH	NO.	TOTAL
DATE: 12/22	DATE: 12/22	DATE: 12/22		

SCALE: 1" = 5' HORIZ

DR-100

XX

PROPOSAL AND AGREEMENT

ESTIMATOR E-MAIL: jerry@advanceddemo.net

TOTAL BID:	\$	8,500.00
-------------------	----	----------

Policy

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

Exclusions

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

Approval and Signature

JERRY CHANDLER OWNER/ESTIMATOR



4/22/2024

DATE

Signature:
Owner/GC Approval:

DATE

Caliente Construction Inc.

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

DS2201.403 Outside Plant Telecom Remote Buildings (Desert Breeze)

BID PACKAGE: Concrete
 BID DATE: April 26, 2024
 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					
							NO BID	**NO BID**	
BASE BID					\$ 25,982.00	\$ 19,737.00			
Concrete									
1 Mobilization		0	\$ -	\$ -	x	x			
2 Site / Pad Prep / Haul-Off		0	\$ -	\$ -	\$ 7,500.00	\$ 5,000.00			
3 10" OSP Pad w/ Turndown		0	\$ -	\$ -	x	x			
4 4" Gray Sidewalk		0	\$ -	\$ -	x	x			
5 5" Concrete Scupper per MAG 206		0	\$ -	\$ -	x	x			
6 6" Concret Channel per MAG 206		0	\$ -	\$ -	x	x			
7 Site Wall Footing I/S104		0	\$ -	\$ -	x	w/masonry			
8 Termite Treatment		0	\$ -	\$ -	\$ 500.00	\$ 500.00			
9 Handrails		0	\$ -	\$ -	\$ 4,000.00	\$ 4,000.00			
SALES TAX					\$ -	\$ -	\$ -	\$ -	
SUBCONTRACTOR BID					\$ 25,982.00	\$ 19,737.00	\$ -	\$ -	
ADD-ONS					\$ 12,000.00	\$ 9,500.00	\$ -	\$ -	
TEXTURA					\$ 60.00	\$ 129.89	\$ -	\$ -	
TOTAL BID				\$ -	\$ 38,042.00	\$ 29,366.89	\$ -	\$ -	\$ 29,366.89



#1 Tenant Improvement Contractor in Arizona 2016, 2017, 2018 & #1 General Contractor in Arizona 2017, 2018, 2019
 2016 Tempe Business Excellence Award Winner
 485 W. Vaughn Street, Tempe, AZ 85283 / Phone: (480) 894-8900 / Fax: (480) 548-4971
 AZ ROC091625, AZ ROC098769, AZ ROC164561, CA 770323, UT 4741522-550
 ID PCE-28529, NM 88371, CO 233580, MT 159837, OR 218626, WA 604-190-884

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





SELECTED - CONCRETE

ELS Construction, Inc.

3329 E Southern Avenue

Phoenix, AZ 85040

P: 602.243.1106 | F: 602.268.5040

www.elslandscapeaz.com

April 23, 2024

TO: Caliente Construction Inc.

Address: 485 W Vaughn St, Tempe, AZ 85283.

ATTN: Kayla Hauer

Email: khauer@calienteconstruction.com.

RE: OPFT BUILDINGS - DESERT BREEZE FIBER HUT

Address: McClintock Ave & Desert Breeze Dr., 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 Landscape & Concrete of **OUTSIDE PLANT FIBER TELECOMMUNICATION BUILDINGS DESERT BREEZE FIBER HUT** per plans, specifications, and pages one thru two of this proposal, for the following price:

FIFTY NINE THOUSAND AND FOURTY TWO DOLLARS & 00/100: \$59,042.00 (tax not included). Textura Add: \$129.89

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

OPFT BUILDINGS - DESERT BREEZE FIBER HUT – Landscape & 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:** Rip Rap; Restoration only of existing landscape disturbed due to concrete & rip-rap work; **Concrete slab incldg turndown where applicable; Concrete Scupper; Concrete Sidewalk;** and Screen Wall incldg fgt. All work for items noted in note 14 as per drawings & specification.
15. **Exclusions: Water, site utilities, drywells, asphalt pavement, curbs & gutters, electrical, communication fiber, and demo.**
16. 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.
17. Proposal per Kimley Horn plans with RLA stamp dated 06-22-23 and Chandler City Review/Approved dated 8-10-23.
18. **Bid is valid 90 days. Calendar days to complete work 15.**
19. **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.

City of Chandler OPFT Remote Bldg (Fiber Hut) Desert Breeze
EXHIBIT A - BID SCHEDULE

4/23/2024

No.	Description	Est. Qty.	Unit	Unit Price	Extended Price
1	CONSTRUCTION SURVEYING AND LAYOUT	1	LS	DNP	DNP
2	GPS DATA COLLECTION (ESRI – ARCGIS GEODATABASE FORMAT)	1	LS	DNP	DNP
3	MOBILIZATION/DEMOBILIZATION	1	LS	\$2,500.00	\$2,500.00
4	PREFAB OSP TELECOM BUILDING	1	EA	DNP	DNP
5	FIBER HUT BUILDING FOUNDATION	1	EA	\$9,825.00	\$9,825.00
6	CONCRETE SIDEWALK, MAG STD DTL 230	262	SF	\$11.00	\$2,882.00
7	ELECTRICAL TRANSFORMER AND DISCONNECT SWITCH	1	LS	DNP	DNP
8	MODIFY EXISTING MCC	1	LS	DNP	DNP
9	(2) #1/0 AWG COPPER CONDUCTORS	805	LF	DNP	DNP
10	(1) #6 AWG BARE COPPER BOND CONDUCTOR	805	LF	DNP	DNP
11	PULL TAPE	13600	LF	DNP	DNP
12	LOCATOR WIRE	13600	LF	DNP	DNP
13	FIBER OPTIC CABLE (SINGLE MODE 144)	1175	LF	DNP	DNP
14	FIBER OPTIC CABLE (SINGLE MODE 48)	845	LF	DNP	DNP
15	UNDERGROUND FIBER OPTIC SPLICE CLOSURE (ITS SPLICE ENCLOSURE)	1	EA	DNP	DNP
16	FIBER OPTIC CABLE TERMINATION PANEL (144 PORTS)	1	EA	DNP	DNP
17	FIBER OPTIC CABLE TERMINATION PANEL (48 PORTS)	1	EA	DNP	DNP
18	NO. 9 PULL BOX	5	EA	DNP	DNP
19	SPLIT NO. 9 PULL BOX	1	EA	DNP	DNP
20	NO. 7 PULL BOX (36-INCH DEPTH)	1	EA	DNP	DNP
21	ELECTRICAL PULL BOX	1	EA	DNP	DNP
22	SCH. 40 PVC AND HDPE ELECTRICAL CONDUIT, 2 IN	805	LF	DNP	DNP
23	4 – 2 IN PVC AND HDPE CITY OSP FIBER CONDUIT	4035	LF	DNP	DNP
24	2 – 2 IN PVC AND HDPE CITY OSP FIBER CONDUIT	155	LF	DNP	DNP
25	INSIDE PLANT CONDUIT SYSTEM (DESERT BREEZE)	1	LS	DNP	DNP
26	STRUCTURAL CONCRETE (SCREEN WALL)	30	LF	\$628.00	\$18,840.00
27	CONCRETE SCUPPER SPILLWAY, MAG DET 206	1	EA	\$7,030.00	\$7,030.00
28	REMOVE CONCRETE SIDEWALK	60	SF	DNP	DNP
29	REMOVE CONCRETE BLOCK WALL, FOOTING, BACKFILL AND COMPACT	46	LF	DNP	DNP
30	RIPRAP, D50=6 IN, T=12 IN	23	CY	\$455.00	\$10,465.00
31	LANDSCAPE / IRRIGATION RESTORATION	1	LS	\$7,500.00	\$7,500.00
32	ALLOWANCE: OWNERS ALLOWANCE	1		DNP	DNP

ELS Construction

TOTAL
Textura Add

\$59,042.00
\$129.89



Cover Sheet

To:	Caliente Construction	From:	Keith Heywood
Attention:	Estimator	Date:	3/25/2024
Job:	COC JOC Outside Plant Fiber Telecom. Pages: 2 Building Desert Breeze		
Phone:	480-894-5500	Fax:	480-894-2323
Email:	@calienteconstruction.com		

Concrete Bid Description:

Excludes: Testing, permits, bonds, engineering, increased insurance coverage, overtime, barricades, tax, waterproofing, sealers, staining, sandblasting, caulking, hardeners, embeds & miscellaneous steel, hold down straps, pre-cast concrete, dirt work, dirt grades to be $\pm 1/10$, haul off of spoils, landscaping, extruded curb, demolition, saw cut, core drilling, termite treatment, catch basin, rip rap pad, concrete spillways, hard dig excavation, concrete headwall, concrete scupper, electrical & HVAC pads, concrete spill/splash block, monument sign ftg., mow strip or landscaping curb, conc. wheel stop, brick pavers, plumbing/utilities conc. patch back, offsite light pole bases, 2" rigid insulation, trench drain, dust control

Notes & Scope of Work:

1. Price is per plans and specs provided and no addenda was issued. Current plans are dated 06-22-23 100% Drawings.
2. Exclude demo and haul off spoils.
3. Bid price includes concrete materials, rebar, ABC, and backfill & compaction of excavations made by Heywood Builders.
4. Bid price is guaranteed for only 60 days.
5. Bid is based on a standard 40-hour workweek. Bid excludes overtime and Saturday and Sunday work.
6. Heywood Builders requires a letter of intent and construction drawings two weeks prior to project start date.

Caliente Construction 485 W Vaughn St, Tempe, AZ 85283 Attn: Phone: (480) 894-5500 Plan Date:	Date: 3/25/2024 425 Desert Breeze Blvd W Parking Chandler, AZ Estimate: COC JOC Outside Plant Fiber Telecom. Buildir Subdivision: GOVERNMENT Plan: Chandler Description: BLDG. & SITE
--	---

Description	Quantity	Unit	Cost Per Unit	Total
Building 1				
10" BLDG SLAB w/#4@16"OCEW ON 4" ABC	283.00	Square Feet	23.01	\$6,512.00
BLDG TURNDOWN FTG 2/S003	70.00	Linear Feet	106.64	\$7,465.00
			Total:	\$13,977.00
Site 1				
4" GRAY BROOM SIDEWALK MAG DTL 230	271.00	Square Feet	13.01	\$3,526.00
5" CONC. SCUPPER MAG 206	61.00	Square Feet	45.04	\$2,748.00
SITE WALL FTG DTL 1/S-004	36.00	Linear Feet	114.82	\$4,134.00
6" CONC. CHANNEL MAG 206	17.00	Linear Feet	93.91	\$1,597.00
			Total:	\$12,005.00
Miscellaneous				
TAX	1.00	Each	1,375.00	\$1,375.00
TEXTURA	1.00	Each	60.00	\$60.00
			Total:	\$1,435.00
			Total:	\$27,417.00

Caliente Construction Inc.

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

DS2201.403 Outside Plant Telecom Remote Buildings (Desert Breeze)

BID PACKAGE: Masonry
BID DATE: April 26, 2024
RFI(s): 0
ADDENDUM(S): 0

BID TALLY SHEET

DESCRIPTION	BUDGET				SUB 1	SUB 2	SUB 3	SUB 4	SELECTED SUB
	Caliente				Alta Vista	Hirschi	ELS		
	UNITS	QTY	COST/UNIT	COST					
BASE BID					\$ 14,872.00	\$ 26,000.00	\$ 18,840.00		
Masonry									
1 Excavate and Install Site Wall Footing		0	\$ -	\$ -		X	X		
2 CMU Stem Wall		0	\$ -	\$ -	X	X	X		
3 CMU Masonry Wall		0	\$ -	\$ -	X	X	X		
4 Re-Inforcing		0	\$ -	\$ -	X	?	X		
5 Mortar and Grout as Req'd		0	\$ -	\$ -	X	X	X		
6 Expansion/Control Joint		0	\$ -	\$ -	X	X	X		
7 CMU Cap		0	\$ -	\$ -	X	?	X		
8		0	\$ -	\$ -					
9 Joint Sealants		0	\$ -	\$ -	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00		
10		0	\$ -	\$ -					
11		0	\$ -	\$ -					
12		0	\$ -	\$ -					
13		0	\$ -	\$ -					
14		0	\$ -	\$ -					
15		0	\$ -	\$ -					
16		0	\$ -	\$ -					
17		0	\$ -	\$ -					
18		0	\$ -	\$ -					
19		0	\$ -	\$ -					
20		0	\$ -	\$ -					
21		0	\$ -	\$ -					
22		0	\$ -	\$ -					
23		0	\$ -	\$ -					
24		0	\$ -	\$ -					
25		0	\$ -	\$ -					
SALES TAX					\$ -	\$ -	\$ -	\$ -	
SUBCONTRACTOR BID					\$ 14,872.00	\$ 26,000.00	\$ 18,840.00	\$ -	
ADD-ONS					\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ -	
TEXTURA					\$ -	\$ -	\$ -	\$ -	
TOTAL BID				\$ -	\$ 17,372.00	\$ 28,500.00	\$ 21,340.00	\$ -	\$ 21,340.00

MARK-UPS:									
Mark-up on Change Orders									
ALTERNATES									
1				\$ -	\$ -	\$ -	\$ -	\$ -	
2				\$ -	\$ -	\$ -	\$ -	\$ -	
3				\$ -	\$ -	\$ -	\$ -	\$ -	
SALES TAX				\$ -	\$ -	\$ -	\$ -	\$ -	
TEXTURA				\$ -	\$ -	\$ -	\$ -	\$ -	
SCHEDULE PROVIDED:									
TOTAL BID				\$ -	\$ 17,372.00	\$ 28,500.00	\$ 21,340.00	\$ -	



#1 Tenant Improvement Contractor in Arizona 2016, 2017, 2018 & #1 General Contractor in Arizona 2017, 2018, 2019
2016 Tempe Business Excellence Award Winner
485 W. Vaughn Street, Tempe, AZ 85283 / Phone: (480) 894-8900 / Fax: (480) 546-4971
AZ ROC091625 - AZ ROC098769 - AZ ROC164561 - CA 770323 - UT 4741522-550
ID PCE-28529 - NM 88371 - CO 233580 - NY 159537 - OR 218626 - WA 604-190-884

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





SELECTED - MASONRY

ELS Construction, Inc.

3329 E Southern Avenue

Phoenix, AZ 85040

P: 602.243.1106 | F: 602.268.5040

www.elslandscapeaz.com

April 23, 2024

TO: Caliente Construction Inc.

Address: 485 W Vaughn St, Tempe, AZ 85283.

ATTN: Kayla Hauer

Email: khauer@calienteconstruction.com.

RE: OPFT BUILDINGS - DESERT BREEZE FIBER HUT

Address: McClintock Ave & Desert Breeze Dr., Chandler, AZ.

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FIFTY NINE THOUSAND AND FOURTY TWO DOLLARS & 00/100: \$59,042.00 (tax not included). Textura Add: \$129.89

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

OPFT BUILDINGS - DESERT BREEZE FIBER HUT – Landscape & 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:** Rip Rap; Restoration only of existing landscape disturbed due to concrete & rip-rap work; Concrete slab incldg turndown where applicable; Concrete Scupper; Concrete Sidewalk; and **Screen Wall incldg ftg**. All work for items noted in note 14 as per drawings & specification.
15. **Exclusions: Water, site utilities, drywells, asphalt pavement, curbs & gutters, electrical, communication fiber, and demo.**
16. 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.
17. Proposal per Kimley Horn plans with RLA stamp dated 06-22-23 and Chandler City Review/Approved dated 8-10-23.
18. **Bid is valid 90 days. Calendar days to complete work 15.**
19. **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.

City of Chandler OPFT Remote Bldg (Fiber Hut) Desert Breeze
EXHIBIT A - BID SCHEDULE

4/23/2024

No.	Description	Est. Qty.	Unit	Unit Price	Extended Price
1	CONSTRUCTION SURVEYING AND LAYOUT	1	LS	DNP	DNP
2	GPS DATA COLLECTION (ESRI – ARCGIS GEODATABASE FORMAT)	1	LS	DNP	DNP
3	MOBILIZATION/DEMOBILIZATION	1	LS	\$2,500.00	\$2,500.00
4	PREFAB OSP TELECOM BUILDING	1	EA	DNP	DNP
5	FIBER HUT BUILDING FOUNDATION	1	EA	\$9,825.00	\$9,825.00
6	CONCRETE SIDEWALK, MAG STD DTL 230	262	SF	\$11.00	\$2,882.00
7	ELECTRICAL TRANSFORMER AND DISCONNECT SWITCH	1	LS	DNP	DNP
8	MODIFY EXISTING MCC	1	LS	DNP	DNP
9	(2) #1/0 AWG COPPER CONDUCTORS	805	LF	DNP	DNP
10	(1) #6 AWG BARE COPPER BOND CONDUCTOR	805	LF	DNP	DNP
11	PULL TAPE	13600	LF	DNP	DNP
12	LOCATOR WIRE	13600	LF	DNP	DNP
13	FIBER OPTIC CABLE (SINGLE MODE 144)	1175	LF	DNP	DNP
14	FIBER OPTIC CABLE (SINGLE MODE 48)	845	LF	DNP	DNP
15	UNDERGROUND FIBER OPTIC SPLICE CLOSURE (ITS SPLICE ENCLOSURE)	1	EA	DNP	DNP
16	FIBER OPTIC CABLE TERMINATION PANEL (144 PORTS)	1	EA	DNP	DNP
17	FIBER OPTIC CABLE TERMINATION PANEL (48 PORTS)	1	EA	DNP	DNP
18	NO. 9 PULL BOX	5	EA	DNP	DNP
19	SPLIT NO. 9 PULL BOX	1	EA	DNP	DNP
20	NO. 7 PULL BOX (36-INCH DEPTH)	1	EA	DNP	DNP
21	ELECTRICAL PULL BOX	1	EA	DNP	DNP
22	SCH. 40 PVC AND HDPE ELECTRICAL CONDUIT, 2 IN	805	LF	DNP	DNP
23	4 – 2 IN PVC AND HDPE CITY OSP FIBER CONDUIT	4035	LF	DNP	DNP
24	2 – 2 IN PVC AND HDPE CITY OSP FIBER CONDUIT	155	LF	DNP	DNP
25	INSIDE PLANT CONDUIT SYSTEM (DESERT BREEZE)	1	LS	DNP	DNP
26	STRUCTURAL CONCRETE (SCREEN WALL)	30	LF	\$628.00	\$18,840.00
27	CONCRETE SCUPPER SPILLWAY, MAG DET 206	1	EA	\$7,030.00	\$7,030.00
28	REMOVE CONCRETE SIDEWALK	60	SF	DNP	DNP
29	REMOVE CONCRETE BLOCK WALL, FOOTING, BACKFILL AND COMPACT	46	LF	DNP	DNP
30	RIPRAP, D50=6 IN, T=12 IN	23	CY	\$455.00	\$10,465.00
31	LANDSCAPE / IRRIGATION RESTORATION	1	LS	\$7,500.00	\$7,500.00
32	ALLOWANCE: OWNERS ALLOWANCE	1		DNP	DNP

ELS Construction

TOTAL
Textura Add

\$59,042.00
\$129.89



C-18 License Number 74204
B-2 License Number 75957

PROPOSAL

Hirschi Masonry LLC
4940 W. Watkins St, Phoenix, AZ 85043
Phone: (702) 399-2211 Fax: (702) 399-9344

Proposal #: P24-0493

Project Name: COC JOC Desert Breeze

Company Name: Caliente

Date: 03/25/2024

Description: Masonry Proposal

Project Location: Northeast corner of Desert Breeze Pkwy and Ch Block Manufacturer: Echelon/Superlite

Plans By: Kimley Horn

Structural Engineering: Arnold Artiles

Concrete 4500 psi, Block 2000 psi, Mortar 1800 psi, Grout 2000 psi

Acknowledgements:

JOB SPECIFIC INFO:

1. All structural CMU will be per plans. Lead time to manufacture CMU will be a minimum of eight weeks from date of material order. Some CMU will require longer lead times.
2. Structural masonry rebar is figured from the finish floor elevation to top of wall. Vertical rebar, for masonry stem walls below the finish floor, must be provided by others from top of footing to finish floor elevation, plus appropriate rebar lap.
3. Excludes waterproofing of Structural CMU.
4. Shop drawings will require a minimum of two weeks' turn-around time from the date of letter of intent.
5. The color of the new block may not match the existing block exactly due to weathering and other conditions of the existing block.
6. This proposal excludes Prevailing Wages.

Site Wall Summary:

Mobilization (Max of 1)

8' Wall Scope of Work

\$26,000.00

Includes: Footing, 8" Paint Grade Smooth Face CMU, mortar, grout, CMU reinforcing, joint reinforcing and labor.

Excludes: Permit, survey, hard dig, over excavation, structural fill, import/export of soils, spoil haul off/relocation, backer rod, caulking, rigid and/or foam insulation, sealants, stucco, paint, cladding, precast caps/sills, CMU flat caps, layout of embeds/straps/anchor bolts (Hirschi Masonry installed, hardware provided by others), post install hardware, and chemical block cleaning.

TOTAL

\$26,000.00



PROPOSAL

C-18 License Number 74204
B-2 License Number 75957

Hirschi Masonry LLC
4940 W. Watkins St, Phoenix, AZ 85043
Phone: (702) 399-2211 Fax: (702) 399-9344

Proposal #: P24-0493

Project Name: COC JOC Desert Breeze

Company Name: Caliente

Date: 03/25/2024

Description: Masonry Proposal

Structure Masonry Only - Inclusions/Exclusions List

	Exclude	Include	Install Only
NW Block w/IWR	X		
Mortar w/IWR	X		
Grout w/IWR	X		
Rebar	X		
Dur-O-Wall (Ladder Wire Joint Reinforcing)	X		
Scaffolding	X		
Beam Pocket Infills	X		
Non-Standard Shoring	X		
Control Joint Rubber	X		
Masonry Lintels	X		
Steel Lintels	X		
Mock-up	X		
Block Cleaning	X		
Wall Bracing using Foundation Slab	X		
Wall Bracing using Concrete Deadmen	X		
Existing CMU Demolition	X		
Hollow Metal Frames (if supplied at time of wall layup)	X		
Beam & Saddle Embeds	X		
Overtime	X		
Reglet	X		
Dry Pack	X		
Embedded Flashing	X		
Graffiti/Sealant Coating	X		
Waterproofing	X		
Prevailing Wages	X		



PROPOSAL

C-18 License Number 74204
B-2 License Number 75957

Hirschi Masonry LLC
4940 W. Watkins St, Phoenix, AZ 85043
Phone: (702) 399-2211 Fax: (702) 399-9344

Proposal #: P24-0493

Project Name: COC JOC Desert Breeze

Company Name: Caliente

Date: 03/25/2024

Description: Masonry Proposal

- This proposal is date sensitive and is valid for 30 days from the date of proposal. If this proposal is accepted prices will be good for 90 days from the date of the proposal. Hirschi Masonry reserves the right to adjust or revise pricing in this proposal in the event of price increases that are incurred by Hirschi Masonry.
- All work will be subject to field measured verification of actual construction. Any deviation from proposed quantities may result in additional amounts charged or credits applied.
- This proposal is based on one mobilization or set-up. If more than one mobilization is required, then additional costs may be incurred.
- No schedule was provided at time of bid; therefore, all cold and hot weather requirements have been excluded and will be an additional cost if required.
- Reasonable notice shall be provided to Hirschi Masonry prior to commencement of work, to provide for proper scheduling and to allow for Call Before You Dig notification. Hirschi Masonry will not be held responsible for all delays that are beyond the control of Hirschi Masonry.
- Due to our insurance requirements, if this project is for Condominium/Town Home construction an OCIP "wrap" insurance policy will need to be provided by others, at no additional cost to Hirschi Masonry. In addition to this requirement Hirschi Masonry will not be able to provide and accepts no responsibility for any additional General Liability insurance to accompany the OCIP "wrap" insurance policy.
- **Materials or services provided by Hirschi Masonry (Screen or Retaining Wall Scope):** block, mortar, reinforcing steel, grout, and labor to install.
- **Materials or services which are to be supplied by others (Screen or Retaining Wall Scope):** permits, water barrier (if required), native soil backfill of retaining walls to include gravel or drain strip/ drain board (as detailed or listed in proposal), trenching for footings (not including hard rock removal), footings, soil preparation, grade cut-backs for retainers, removal of all foundation spoils, landscaping requirements to include backfill and compaction of soils around or next to screen walls, all hard rock removal, compaction of footings, special engineering, special inspections, traffic barricades or control, stucco, iron work, bollards, paint, and sand blasting.
- All debris and scrap removal to be by others, we will place in area on site as directed by general contractor only.
- Additional work, that may require additional costs, will be executed, or commenced upon receipt of change/purchase order from Contractor.
- Permit submittal process will begin once executed contract is received. This includes the purchase of structural engineering where applicable. The permitting process may take from one to six weeks depending on the entity turn-around.

Respectfully submitted by: Mike Sullivan Date: 03/25/2024
Estimator: Mike Sullivan

ACCEPTANCE

I the undersigned, do hereby agree to the conditions of this proposal and authorize Hirschi Masonry to proceed.

Signature and Title

Date

NOT SELECTED

MBE / DBE / SBE Certified

City of Phoenix, Tucson, ADOT



Licensed Bonded Insured

ROC 228921

PROPOSAL

8650 N 35th Ave Suite 100

Phoenix, Arizona 85051

Phone: 602-723-3675

Email: Laz@avmasonry.com

Job Name:	COC JOC Plant Fiber Telecom. Proposal	Submitted to:	Caliente Construction Inc.
Address:	n/a	Attn:	khauer@calienteconstruction.com
Architect:	Kimley-Horn & Associates, Inc.	Bid Date:	3/26/2024
Date of Plans:	12/1/2022	Addenda:	n/a

Prices are held for 30 days for the performance of MASONRY, subject to the acceptability of the Subcontract terms & conditions & will be incorporated into the subcontract as an attachment.

Base Bid Price: \$ **14,872.00**

Inc.	Exc.	Place		Inc.	Exc.	Place	
x		x	Medium weight cmu per specs	x		x	Grout in masonry walls only
	x		Normal weight cmu per specs	x		x	Rebar for masonry walls only
	x		Special order cmu	x		x	Horizontal wire reinforcement
	x		Integral color cmu	x		x	Control Joint
	x		Dry block/Integral water repellent		x		Sprayed-in/Loose-fill insulation
	x		Pre-cast/cast stone		x		Steel Imbeds/straps
	x		Integral colored pre-cast/cast stone		x		Straps
	x		4" brick veneer		x		Anchor Bolts
	x		Thin brick veneer		x		Dry-packing for masonry imbeds
	x		Glass block per plans/specs		x		Steel lintels
	x		Natural stone veneer per plan/spec		x		Efflorescence removal after initial cleaning
	x		Cultured stone veneer per plan/spec		x		Setting of steel lintels over 200 lbs
	x		Felt & installation		x		Reglet/counter flashing
	x		Lathe & installation		x		Set hollow metal door frames
	x		Brown coat/scratch coat		x		Set frames after walls are built
	x		Finish stucco		x		Shoring for masonry lintels
	x		EIFS/Synthetic stucco		x		Wall bracing/Wall bracing engineering
	x		Footings		x		Pressure Wash
x		x	Site Work		x		Dead man for wall bracing
	x		Rebar anchored to footings		x		Flashing Membrane
	x		Drill & epoxy		x		Caulking/Compressible filler
	x		Headwalls		x		Paint/stain/anti-graffiti/waterproofing
	x		Concrete stems		x		Layout for other trades
	x		Concrete slabs		x		Engineering/Surveying of corners
	x		Dust control of Jobsite		x		Bond/sales tax/permit fees
	x		Masonry Shop Drawings		x		Temporary fencing/restrooms
	x		Testing & Inspections costs		x		Trash debris removed from premises
	x		Hot/cold weather protection		x		Indian Preference
		x	Trash debris placed in g.c. supplied dumpster		x		Residential Davis Bacon Wages
	x		Demolition		x		Heavy Davis Bacon Wages
	x		Highway Davis Bacon Wages (Cement Mason)		x		Building Davis Bacon Wages

Additional Conditions: Potable water must be available from time of commencement with hose attachment within 200' from building
We will install the following items supplied by others not exceeding 200 lbs: Steel lintels, anchor bolts
imbeds, weld plates, reglet. Wall penetrations (only if layed out by other trades during construction)

MBE / DBE / SBE Certified

City of Phoenix, Tucson, ADOT



8650 N 35th Ave

Suite 100

Phoenix, Arizona 85051

Phone: 602-723-3675

Email: Laz@avmasonry.com

Revised

Page 2 of

2

Licensed Bonded Insured

ROC 228921

COC JOC Plant Fiber Telecom. Proposal

Proposal from Alta Vista Masonry LLC For: Masonry	Addenda #	n/a	Date: 3/26/2024
--	-----------	-----	-----------------

MASONRY WORK: Limited to page (1) inclusions, exclusions and items specifically called out below built per plans & specs

Approximately 35'-4" If of 8816 Medium Weight Regular Gray CMU Sitewall with an 8216 Solid Gray CMU Cap	\$14,872.00
We PROPOSE hereby to furnish materials and labor - complete in accordance with above specifications, for the sum of: As quoted above	\$14,872.00

ALTERNATES:

IF FOOTING ALTERNATES ARE ACCEPTED PLEASE ADD THE FOLLOWING EXCLUSIONS: HARD DIG, REMOVAL OF DIRT SPOILS, COMPACTION, BACKFILL, DUST CONTROL, ENGINEERING, SURVEY POINTS, IRRIGATION, LANDSCAPE, UTILITIES AND TRAFFIC CONTROL.	
	N/A

We PROPOSE hereby to furnish materials and labor - complete in accordance with above specifications, for the sum of:

Payment to be made as follows: 35% for Materials upon acceptance the rest on 30 day progress payments

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.	Authorized Signature	
	Lasaro Avila	

Caliente Construction Inc.

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

DS2201.403 Outside Plant Telecom Remote Buildings (Desert Breeze)

BID PACKAGE: Furnishings
 BID DATE: April 26, 2024
 RFI(s): 0
 ADDENDUM(S): 0

BID TALLY SHEET

	SUB 1	SUB 2	SUB 3	SUB 4	SELECTED SUB
	CXT	NW Management	Sabre	VFP	CXT
DESCRIPTION					
			NO BID	**NO BID**	
BASE BID	\$ -	\$ -	\$ -	\$ -	
<u>Furnishings</u>					
1 Precast Building (11.5x20):	\$ 177,925.00	\$ 233,915.00			
2 Electrical	X	X			
3 Mechanical (2) Units	X	X			
4 Insulated Walls and Ceilings	X	X			
5 Doors and Hardware	X	X			
6 Floor Knockouts	X	X			
7 Fire Extinguisher	X	X			
8 Fire Rated Telco Board	X	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					
18 Freight	\$ 15,049.41	\$ 2,500.00			
19 Crane and Setup	\$ 25,000.00	\$ 24,456.00			
20					
21 ** Tech Table **	X	\$ 1,000.00			
22					
SALES TAX	\$ -	\$ -	\$ -	\$ -	
SUBCONTRACTOR BID	\$ -	\$ -	\$ -	\$ -	
ADD-ONS	\$ 217,974.41	\$ 261,871.00	\$ -	\$ -	
TEXTURA	\$ -	\$ -	\$ -	\$ -	
TOTAL BID	\$ 217,974.41	\$ 261,871.00	\$ -	\$ -	\$ 217,974.41

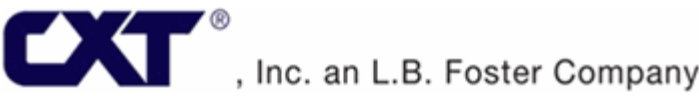


#1 Tenant Improvement Contractor in Arizona 2016, 2017, 2018 & #1 General Contractor in Arizona 2017, 2018, 2019
 2016 Tempe Business Excellence Award Winner
 485 W. Vaughn Street, Tempe, AZ 85283 / Phone: (480) 894-8900 / Fax: (480) 546-4971
 AZ ROC0391625, AZ ROC0398769, AZ ROC164561, CA 770323, UT 4741522-550
 ID PCE-28529, NM 85371, CO 233580, MT 159837, OR 218926, WA 604-190-884



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

Quote #: **EKUE0EH64Q-1**



Mailing Address:
CXT Incorporated, an LBFoster Co.
606 N. Pines Road, Suite 202
Spokane Valley, WA 99206
Phone: (800) 696-5766
Fax: (509) 928-8270
Date: 03/27/2024

To: **Caliente Construction, Inc.**
485 W Vaughn St.
Tempe, AZ 85283
Attention: Justin Miller
Phone: (480) 894-5500
Fax: (480) 894-2323

Re: IP AZ Chandler City of Chandler
Kimley-Horn & Associates, Inc.-P

Our quotation for the Mendocino - EXK3 building is as follows: Per Building

Mendocino 11.5 x 20 x 10 foot utility building, broom finish roof and smooth trowel walls, Stained with two coats and sealed. One (1) 3070 16 gauge galvanized door, deadbolt, exit device Grade 1 (Heavy Duty), door closure LNC 4040XP, classroom latch, \$177,925.00

Two (2) Bard units W72AC-A05YP4XXJ see attachment for details.

Fire retardant interior wall board and fire retardant paint two (2) coats.

Electrical; hard wired smoke detector, interior motion controlled LED light with independent emergency light, exterior LED lights photocell, and exit light/sign. GFI to code. J-box for exterior entry security system. Load center included up to Circuit breaker enclosure PowerPacT Q, 200A, main breaker 25kA Air, NEMA 3R

Additional Item include;

- 1. Technician Table Saginaw SCE-FS2323SS 24" x 24" Stainless Steel wall mounted folding.
- 2. Fire Extinguisher and Cabinet Class - C.
- 3. Door Awning
- 4. ESD Vinyl static control tile 12"x12" meets I ESD standards by ASTM F150, NFPA 99 and ANSI/ESD S7.1 - 2005. <https://roppe.com/esd-vinyl-static-control-tile/>

Includes Arizonian PE Stamped Drawings and calculations with state approval and inspection.

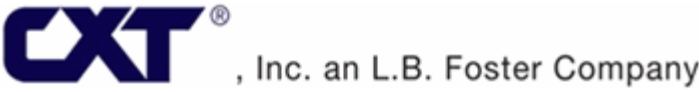
Freight to accessible site Chandler AZ with two-hour standby time. Does not included offload and set but can be provided for additional cost.

Freight \$15,049.41

\$192,974.41

FOB: Freight FOB Plant Prepaid and Add.
Terms: Net 30 days subject to corporate credit approval.
Shipment:
Notes: Sales tax not included
Number of Units: ____

Quote #: **EKUE0EH64Q-1**



Mailing Address:
CXT Incorporated, an LBFoster Co.
606 N. Pines Road, Suite 202
Spokane Valley, WA 99206
Phone: (800) 696-5766
Fax: (509) 928-8270
Date: 03/27/2024

To: **Caliente Construction, Inc.**
485 W Vaughn St.
Tempe, AZ 85283
Attention: Justin Miller
Phone: (480) 894-5500
Fax: (480) 894-2323

Re: IP AZ Chandler City of Chandler
Kimley-Horn & Associates, Inc.-P

This quotation is subject to the conditions on the attached sheet and the terms hereof shall constitute the exclusive agreement of the parties and all conflicting or additional terms in Buyer's purchase order or any other such documents of Buyer shall have no force or effect.

L.B. FOSTER COMPANY

Accepted this _____ day of _____ 20____

By: _____ (Customer Name)

_____ (Signed)

By _____
Eric Kuester
ekuester@lbfoster.com

CONDITIONS OF SALE

1. Taxes: Prices exclude all Federal/State/Local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.

2. Payment Terms

All orders are cash in advance. At CXT's discretion, credit may be given after approval of credit application. Payment to CXT by the purchaser of any approved credit amount is net 30 days after submission of invoice to purchaser. Interest at a rate equal to the lower of (i) the highest rate permitted by law; or (ii) 1.5% per month will be charged monthly on all unpaid invoices beginning the 35th day (includes 5 day grace period) from the date of the invoice. Under no circumstances can a retention be taken and purchaser shall pay the full invoiced amount without offset or reduction. These terms are available upon approval of credit. If CXT initiates legal proceeding to collect any unpaid amount or other dispute arising out of or relating to this Quote, purchaser shall be liable for all of CXT's costs, expenses and attorneys fees associated with such litigation, including the fees and costs of any appeal.

3. Quotation Term: This offer is subject to acceptance within 60 days from the date of this quotation. After that time, prices are subject to change without notice.

4. Drawings

Prices do not include any documentation other than standard drawings, packing lists, and invoices, unless otherwise stated in quote. Special documentation, reports, or submittals can be supplied at an additional cost. If additional engineering, engineering seals, state approvals, drawings, or insignias are required additional charges may incur.

5. Delivery

Delivery will be scheduled immediately upon receipt of written customer approval of all building submittals, building worksheet(s) and signed contract/purchase order. In the event delivery of the buildings ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment, the terms of which will be as per item 2 in our quotation. Delivery and installation charges will be invoiced at the time of delivery and installation. Should the delivery and installation costs increase due to changes in the delivery period, this increase in cost will be added to the price originally quoted, and will be subject to the contract payment terms. In the event that the delivery is delayed more than 45 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of 1 1/2% of contract price per month or part of any month will be charged.

6. Fuel Costs

Fuel costs for crane and freight have been quoted at fuel prices furnished at the time of quotation. If at the time of delivery and installation these costs have risen, CXT reserves the right to adjust the freight and crane costs to reflect the fuel costs furnished at the time of delivery.

7. Responsibilities of the Customer

- A. Stake exact location building is to be set, including orientation.
- B. Provide clear and level site, free of overhead and/or underground obstructions.
- C. Provide site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements.
- D. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles from State highway and/or main county road to site. CXT reserves the right to charge the customer for additional costs incurred for special equipment required to perform delivery and installation.
- E. Customer is responsible for all permits required.
- F. Completing and complying with Pre-Order Information Worksheet that is incorporated herein by this reference.

8. Access to Site

For Installation methods described below in paragraph 9 A & B, delivery will be made in normal highway trucks and trailers. If at the time of delivery conditions of access are hazardous or unsuitable for truck equipment for any reason, CXT shall be entitled to payment for extra costs to ensure a safe and quality installation to the chosen site or will agree to an alternative site with better access.

To safely offload the facility referred to within this quotation, CXT must have clear and unobstructed access next to the gravel pad or hole where the facility will be placed. CXT is not responsible for cracked or damaged roads, driveways, sidewalks or aprons that are in the path of the delivery trucks or cranes at the final offloading site. Should CXT be required to obtain a larger crane than quoted due to site amenities or hardscapes, CXT will charge the customer the difference between the crane originally quoted, and the one that was hired to successfully offload the facility safely and efficiently.

9. Installation

- A. **Full Install.** If the customer opts to have full installation of their new building, CXT will provide a backhoe trailered into the site, and prepare the customer site at the marked hole/pad area. The crane will arrive and set up next to the hole/pad. Any requirements to lift the building over obstacles or not having the ability of the crane to be right next to the hole could incur additional charges. The size of the crane varies however most cranes require an area of 18'x18' for their outriggers. Truck(s) carrying the vaults and the building systematically pull up right next to the crane and are offloaded onto the site. Any requirements to lift the building over obstacles or not having the ability of the truck to be right next to the crane could incur additional charges. Installation crew then performs all necessary excavation, backfill, compaction, site grading, and connection of utilities (if applicable). Please note: additional time and any special equipment needed by the installation crew for unscheduled site work will be billed to the customer.
- B. **Set-Only Install.** If the customer opts to prepare the hole, and do earthwork preparation for the site, the customer will move all excess dirt to allow access by the crane and semi-truck. The crane will arrive and set up next to the hole/pad. Any requirements to lift the building over obstacles or not having the ability of the crane to be right next to the hole could incur additional charges. The size of the crane varies however most cranes require an area of 18'x18' for their outriggers. Truck(s) carrying the vaults and the building systematically pull up right next to the crane and are offloaded onto the site. Any requirements to lift the building over obstacles or not having the ability of the truck to be right next to the crane could incur additional charges. Customer performs all necessary excavation, backfill, compaction, site grading, connection of utilities (if applicable). If the pad for a flush building, or a customer prepared excavation/hole prep is not to CXT specifications, and results in extra costs the customer will be responsible for these extra costs.
- C. **Ship-Only.** If customer opts to self-install their building CXT can provide a drawing of the recommended lifting/rigging arrangement plus the four special lifting plates for the buildings itself with a charge of \$5,000.00 to purchase the lifting plates and hardware to lift the building and vaults. The CXT arrangements will help prevent damage to the building. CXT will not take responsibility for any damage/accidents to the building or workers during the use or non-use of our recommended lifting/rigging arrangements.
- D. CXT shall be entitled to reimbursement from customer for any expenses that are the result of conditions encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated by the customer or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities at the customer's location.
- E. Should customer request additions or changes to the work, CXT shall be entitled to payment for additional or changed work. Any request for additions or changed work shall be in writing executed by Customer Field Representative by signing the additional work required section of the Building Acceptance Form, incorporated herein by this reference.

10. Transportation

Your building(s) will be transported from our plant to your installation site via semi-truck with trailer. The length and clearance vary with the style of trailer used to accommodate your building model(s) and must be taken into consideration when determining access to site. If you ordered a(n)....

Cascadian/Rocky Mountain - Requires 1 truck: When shipped in 2-pieces (standard) the building with vault is shipped on a flatbed trailer. The length of the

tractor-trailer can be up to 75' long. Must have a 14' height clearance to access site.

Gunnison - Requires 1 truck: Shipped with its vault, this building is typically shipped on a step-deck trailer. The length of the tractor-trailer can be up to 75' long. Must have 14' height clearance to access site.

Tioga Special • Requires 2 trucks: 1 to transport the building and 1 to transport vaults. The building is typically shipped on a step-deck trailer and 2 vaults are typically transported on a flatbed trailer. The length of the tractor-trailer can be up to 75' long. Must have 14' height and 14' width clearance to access site.

Dbl Cascadian/Dbl Rocky Mountain • Requires 2 trucks: 1 to transport the building and 1 to transport the vaults. The building is typically shipped on a dbl-drop or low boy trailer (approximate ground clearance of 4 to 6") and the 2 vaults are typically transported on a flatbed trailer. The length of the tractor-trailer can range from 75' to 80'. Must have 14' height and 14' width clearance to access site.

Cortez/Ozark I/Teton/Pioneer - Requires 1 truck: Generally shipped on a step-deck trailer. The length of the tractor-trailer can be up to 75' long. Must have a 14' height and 14' width clearance to access site.

Large Flush, Sectional, or Custom Bldgs -

(Arapahoe/OzarkII/Cheyenne/Montrose/Taos/Rainier/PomonayNavajo/Malibu/Kodiak/FontanayDiablo/Denali)

Requires 2-4 trucks, depending on size of building. Each section will be shipped on an RGN trailer (approximate ground clearance of 4 to 6"). The length of the tractor-trailer can range from 80' to 115'. Must have 14' height and 14' width clearance to access site. The Denali model could ship on either an RGN trailer or a dbl-drop.

Schweltzer/Mendocino - Requires 1-2 trucks, depending on size of building. Generally shipped on a step-deck trailer. The length of the tractor-trailer can be up to 75' long. Must have 14' height and 14' width clearance to access site.

11. CXT Warranty

CXT warrants that all structures sold pursuant hereto will, when delivered, conform to specifications of the building listed on the quote. Structures shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within one (1) year of delivery. It is specifically understood that CXT's obligation hereunder is for credit or repair only. CXT will repair structural defects against materials and workmanship for one (1) year from date of delivery provided CXT is first given the opportunity to inspect said structure. CXT warranties all components sold within all structures pursuant here to when delivered within structures. Components deemed accepted and meeting specifications shall be warranted for a period of one (1) year against defects in the materials and/or workmanship from said date of delivery. CXT is not responsible for components that are damaged due to misuse, acts of violence, negligence, acts of God, or accidents. Shipping, handling, installation or other incidental or consequential costs, unless otherwise agreed to in writing by CXT, are not included.

This warranty shall not apply to:

Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely effect the stability or reliability thereof;

To any goods which have been subject to misuse, negligence, acts of God, or accidents;

To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.

12. Disclaimer of Other Warranties

THE WARRANTY SET FORTH ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED. CXT MAKES NO OTHER WARRANTY EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

13. Limitation of Remedies

In the event of any breach of any obligations hereunder; breach of any warranty regarding the goods, or any negligent act or omission of any party, the parties agree to submit all claims to binding arbitration. Any settlement reached shall include all reasonable costs including attorney fees. In no event shall CXT be subject to or liable for any incidental or consequential damages. Without limitation on the foregoing, in no event shall CXT be liable for damages in excess of the purchase price of the goods herein offered.

14. Acceptance

The foregoing terms will be deemed accepted in full by signature and return of one copy to CXT, subject to customer credit approval. A copy of any applicable form of payment security device (i.e. payment bonds) available to CXT shall be included with the signed copy of this agreement.

15. Timing of Billing to Buyer

Seller will invoice Buyer upon shipment from its supplier or facility, unless otherwise indicated on the face of this document.

16. Storage of Material For Buyer

If, at Buyer's request, goods covered by this document are held at Seller's facility or service provider for more than 21 days after they are available for shipment, Buyer shall accept Seller's invoice and pay said invoice based on payment terms set forth herein.

17. Material Reservation

Seller will only reserve material for 30 days with receipt of an executed purchase order, quote or order acknowledgement acceptable to Seller. After that time, material availability, price and shipment date may be adjusted, at Seller's option.



1090 S Gilbert Rd STE 106-187
Gilbert AZ 85296

March 25, 2024



Caliente Construction Inc. - Tempe

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

Quote#: 24-2213

RE: City of Chandler – Desert Breeze

NW Management is pleased to provide you with a proposal to manufacture and supply our **11'6" 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

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 (11'6" x 20' RCS)	1	\$239,915	\$239,915	-
2.	Transportation of Building & Materials to: Chandler, AZ (xxxxxx)	1	\$2,500	\$2,500	-
3.	Equipment Racks – EIA 19" x 36", 7' tall, 4 post, open rack	7	\$4,062	\$28,434	
4.	Offload/set (excluding crane)	1	\$7,875	\$7,875	
5.	Crane	1	\$16,581	\$16,581	
TOTAL			\$	\$295,305	\$

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.

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: (11'6" x 20' - RCS)	1-Lot
2.	Building Dimensions (Exterior): 20'4" Long x 11'6" Wide (11'10" with overhang) x 10'1" High	1-Lot
3.	Building Dimensions (Finished Interior): 19' Long x 10'6" Wide x 9'0" High	1-Lot
4.	Weight: 70,000-lbs	1-Lot
5.	Floor Equipment Load: 250 LBS / PSF	1-Lot
6.	Roof Live Load: 65LBS / 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. If the building is modified post-delivery the customer is responsible for updated plans and inspections with the department of manufactured housing. Backer rod, sika-flex and metal flashing may be required at Building Mateline on multiple section buildings. 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; Alternate to spec	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-19 insulation, Color: White	1-Lot

Item	Scope of Work Item & Description Exhibit "A" is to become part of the Contract or Purchase Order for clarification purposes.	Quantity
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 (chemically resistant - excluded)	1-Lot
	Doors and Openings	
19.	Door: 4'0" x 7'0", Single Door, 18 Ga. Galvannealed Steel, Primed and Painted, 1.5hr. fire rated	1
20.	Frame: 4'0" x 7'0", 16 Ga. Galvannealed Steel, Primed and Painted	1
21.	Lockset: 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 (Excluded – Allegion door hardware) Panic Door hardware	1
24.	Door Canopy	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	1
27.	Transformer: 50Kva, 480-120/240V	1
28.	Main Distribution Panel: 250A, 120/240 VAC, 1P/42-Space w/Main Breaker (NEMA 1), 42KAIC, Square D QO	1
29.	Surge Suppression: 120/240v 1P SAD/MOV Type II	1
30.	Interior Wall Mounted Duplex Receptacle: NEMA 5-20R	1
31.	Twist lock Receptacles: L6- 20A, duplex, ceiling mounted	14
32.	Exterior Wall Mounted GFI Receptacle:	1
	HVAC/Environmental System	
33.	HVAC Unit: Bard,5T/1P/5kw	2
34.	HVAC Grille: Wall mounted adjustable supply & return grilles	2
35.	HVAC Controller: Lead Lag, Bard (MC4001)- STANDARD	1
36.	HVAC Vandal cage: ADOT approved	2
	NWM is not responsible or liable for HVAC or ventilation sizing. If required, we can provide at an additional cost	
	Alarms	
37.	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, Access Control System (ACS), Fiber Cable Rack & hook system

	Lighting	
38.	Fixtures (Interior): LED fixtures with acrylic lens cover (bulbs included)	6
39.	Fixture (Exterior): LED Fixture mounted on back box with photo-cell/motion sensor control (bulbs included)	1
40.	Fixture (Emergency): Exit fixture w/illuminated sign, dual flood lights & battery backup	1
41.	Switch: 20A Interior mounted light switch for interior lights	1
42.	Switch: 20A Interior mounted light switch for exterior light	1
	Excluded: Lithonia lights	
	Cable Ladder	
43.	Cable Ladder: 1.5" x 18" Tubular , Zinc Dichromate with required hardware (anchored into concrete)	40-LF
44.	Fiber Cable rack and hook system – need spec or mfg. #	-
	Grounding	
45.	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
46.	Grounding Halo: #2 Wire, Stranded Insulated Green, mounted approximately 4" from ceiling around the interior perimeter of building	1-Lot
47.	Grounding: #6 Wire, stranded copper, green insulated from halo to interior equipment	1-Lot
	Additional Items	
48.	Fire Extinguisher: 10 lb. CO2 Wall Mounted	1
49.	Telco Board: 3/4" wall board with Fire retardant paint	1
50.	Technician Table: wall-mounted fold-down table – Excluded product spec'd not available	-
51.	Tie Down Kit: Equipment package with anchors & instructions	1
52.	Letter Tray: Wall Mounted Document Holder	1
53.	Operation Manual: Includes equipment cut sheets, operational instructions, and drawings.	1
54.	Drawings: Complete set of PE Stamped drawings (Soft Copy)	1
55.	Documents: Submittal and Approval Package	?

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

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

HVAC labor warranty is 90 days from Manufacturer from startup.
- 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 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

DS2201.403 Outside Plant Telecom Remote Buildings (Desert Breeze)

BID PACKAGE: Security/Safety Systems									
BID DATE: April 26, 2024									
RFI(s): 0									
ADDENDUM(S): 0									
BID TALLY SHEET									
BUDGET					SUB 1	SUB 2	SUB 3	SUB 4	SELECTED SUB
Caliente					APL	Premise One	Signal One	Division 27	APL
DESCRIPTION		UNIT	QTY	COST/UNIT	COST				
							NO BID	**NO BID**	**NO BID**
	BASE BID					\$ 26,915.02	\$ -	\$ -	\$ -
	Security/Safety Systems								
1			0	\$ -	\$ -				
2	Access Control		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 and 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 and Testing		0	\$ -	\$ -	X			
17			0	\$ -	\$ -				
18	Background Checks		0	\$ -	\$ -	X			
19			0	\$ -	\$ -				
20			0	\$ -	\$ -				
	SALES TAX					\$ -	\$ -	\$ -	\$ -
	SUBCONTRACTOR BID					\$ 26,915.02	\$ -	\$ -	\$ -
	ADD-ONS					\$ -	\$ -	\$ -	\$ -
	TEXTURA					\$ 251.89	\$ -	\$ -	\$ -
TOTAL BID					\$ -	\$ 27,166.91	\$ -	\$ -	\$ 27,166.91



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 2016 Tempe Business Excellence Award Winner
 485 W. Vaughn Street, Tempe, AZ 85283 / Phone: (480) 894-8900 / Fax: (480) 548-4971
 AZ ROC0091625, AZ ROC098769, AZ ROC164561, CA 770323, UT 4741522-550
 ID PCE-28529, NM 88371, CO 233580, MT 159837, OR 218626, WA 604-190-884



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SELECTED



APL Access & Security, Inc.

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

Proposal: 13742
Revision: 0
Change Order: 0
Modified: 03/22/24

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 and CCTV add to the Desert Breeze Fiber Bldg

425 N Desert Breeze Blvd West

Chandler, AZ 85226



CHANDLER
a r i z o n a

Diversity, Equity & Inclusion



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WWW.APLSECURITY.COM

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



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

Proposal: 13742
Revision: 0
Change Order: 0
Modified: 03/22/24

Access and CCTV add to the Desert Breeze Fiber Bldg

This proposal covers the labor and materials to add access control to the COC Desert Breeze Fiber Bldg. 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 multi sensor camera 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

Desert Breeze

\$27,166.91

Access Control		Unit Price	Ext. Price
1	LNL-AL400ULX Power Supply	\$463.05	\$463.05
1	LNL-X2210 Door Controller	\$1,073.32	\$1,073.32
1	4500C-630 Electric Strike	\$548.02	\$548.02
1	920PTNNEK00000-L001 Card Reader RP40 SE	\$322.00	\$322.00



APL Access & Security, Inc.

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: 13742
Revision: 0
Change Order: 0
Modified: 03/22/24

1	679-05HM Door Position Switch	\$89.30	\$89.30
1	DS160 Request To Exit	\$136.09	\$136.09
1	TP160 Trim Plate	\$2.28	\$2.28
1	PS-12120-F2 Battery	\$34.92	\$34.92
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	\$9,950.65	\$9,950.65
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	P3827-PVE	\$2,207.77	\$2,207.77
1	TQ3601-E	\$179.93	\$179.93
1	02328-001 P3265-Lve Fixed Dome Camera HDTV 1080p Stream	\$752.89	\$752.89
1	1lot Lot:All necessary cable, fasteners, connectors, mounting hardware, cam-locks, and misc consumables	\$350.00	\$350.00



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APL Access & Security, Inc.

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: 13742
Revision: 0
Change Order: 0
Modified: 03/22/24

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	\$629.73	\$629.73
	Submittals - Shop Drawings - Close Out Documents	\$800.00	\$800.00
	Textura Fee	\$251.89	\$251.89
	Shipping & Handling	\$296.24	\$296.24
	Product shipping and handling charges		



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CONFIDENTIAL AND PROPRIETARY





APL Access & Security, Inc.

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: 13742
Revision: 0
Change Order: 0
Modified: 03/22/24

Financial Summary

Equipment:	\$19,749.05
Shipping & Handling	\$296.24
APL PM Fee	\$629.73
APL Labor	\$5,440.00
Textura Fee	\$251.89
Submittals, Shop Drawings & Close Out Documents	\$800.00

Grand Total:	\$27,166.91
---------------------	--------------------

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

Proposal: 13742
Revision: 0
Change Order: 0
Modified: 03/22/24

Proposal Summary

Project: Access and CCTV add to the Desert Breeze Fiber Bldg
Total Cost: \$27,166.91

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

03/22/2024

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

Date

Caliente Construction Inc.

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

DS2201.403 Outside Plant Telecom Remote Buildings (Desert Breeze)

BID PACKAGE: Electrical
 BID DATE: April 26, 2024
 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					
						NO BID	**NO BID**	**NO BID**	
BASE BID					\$ 600,325.00			\$ -	
Electrical									
1 Provide & Install Conduit/Wire		0	\$ -	\$ -	X				
2 Provide & Install SMFO Cable		0	\$ -	\$ -	X				
3 Provide & Install Conduit w/ Tracer wire and Mule tape		0	\$ -	\$ -	X				
4 Provide & Install No. 9 Split Pull Box		0	\$ -	\$ -	X				
5 Provide & Install No. 7 Pull Box		0	\$ -	\$ -	X				
6 Provide & Install Disconnect		0	\$ -	\$ -					
7 Provide & Install EMT for Connection from Existing MCC-LV to Building		0	\$ -	\$ -	X				
8 Provide & Install Grounding Ring		0	\$ -	\$ -	X				
9 Trenching (Shared for Electrical and SMFO)		0	\$ -	\$ -	x				
10 Slurry Backfill as Req'd		0	\$ -	\$ -	X				
11 Hand Dig as Req'd		0	\$ -	\$ -	X				
12 Clean Fill, Conduit Stands, and Compaction		0	\$ -	\$ -	X				
13 Furnish & Install Transformer		0	\$ -	\$ -	X				
14 Provide & Install (4) Data Racks and (4) vertical Wire Managers		0	\$ -	\$ -	X				
15 Provide & Install up to 500 LF of CAT 6		0	\$ -	\$ -	X				
16 Provide & Install (2) 48 Port Patch Panels		0	\$ -	\$ -	X				
17 Sawcut & Patchback		0	\$ -	\$ -	X				
18 Scan and Coring		0	\$ -	\$ -	X				
19 Crane/Lift for Vault Placement		0	\$ -	\$ -	X				
20		0	\$ -	\$ -	X				
21		0	\$ -	\$ -					
22 Background Check		0	\$ -	\$ -	X				
23 Breaker for Exsting MCC-LV (150A)		0	\$ -	\$ -	X				
24 CT Meter (per previous building request)		0	\$ -	\$ -	\$ 2,600.00				
25		0	\$ -	\$ -					
SALES TAX					\$ -	\$ -	\$ -	\$ -	
SUBCONTRACTOR BID					\$ 600,325.00	\$ -	\$ -	\$ -	
ADD-ONS					\$ 2,600.00	\$ -	\$ -	\$ -	
TEXTURA					\$ 1,335.00	\$ -	\$ -	\$ -	
TOTAL BID				\$ -	\$ 604,260.00	\$ -	\$ -	\$ -	\$ 604,260.00



#1 Tenant Improvement Contractor in Arizona 2016, 2017, 2018 & #1 General Contractor in Arizona 2017, 2018, 2019
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March 25, 2024

Project: COC LOC OSP Fiber Hut – Desert Breeze

Page 1 of 2

Caliente Construction

Attn: Kayla Hauer

DP Electric Inc. is pleased to provide you with a Proposal for the above referenced project. This proposal is based on customer provided information and drawings E-001, 002, 050, 051, 052, 053, 054, 055, 056, 057, 100, 101, 102, 103, 110, 111 dated 12/22.

Electrical.....	\$600,325.00
Tax.....	\$10,320.00
Textura.....	\$1,335.00
Bond.....	\$6,448.00

Qualification Notes:

1. Provide and installation of (4) 2" PVC conduits per note 4 on sheets E100, 101, 102, 103.
2. Provide and installation of (5) #9 vault per note 8 on sheets E101 and E102.
3. Provide and installation of (1) #9 split vault per note 9 on sheet E102.
4. Provide and installation of Mule tape and #12 tracer wire per note 6, 18 on sheets E100, 101, 102, 103.
5. Route existing conduit into new pull box per note 29 on sheet E100.
6. Provide and installation of (1) #7 pull box pre note 7 on sheet E101.
7. Provide and installation of (1) 2" PVC conduit (2) #1/0, (1) #6 wire per note 1-3 on sheets E102,103.
8. Provide and installation of fiber per note 5 on sheet E102,103.
9. Provide and installation of mule tape and tracer wire per note 6 on sheet.
10. Provide and installation of fiber splice closure per note 11 on sheet E102.
11. Route new conduit into existing ITS pull box per note 14 on sheet E102.
12. Route power conduit into existing building per note 17 On sheet E102.
13. Provide and installation of (1) electrical pull box per note 19 on sheet E102.
14. Provide and installation of (2) 2" conduits per note 20 on sheet E102.
15. Provide and installation of fiber per note 21 on sheet E102, E103.
16. Route conduit and fiber into existing building to room #171 per note 22 on sheet E102.
17. Route conduit and fiber into fiber building per note 30 on sheet E103.
18. Provide and installation of ladder rack/basket tray and fiber racks per sheet E055.
19. Provide and installation of power for fiber racks per sheet E056.
20. Provide and installation of grounding per notes 1-5 on sheet E056.
21. Provide and installation of disconnect and transformer per sheet E110.
22. Proposal includes directional boring at multiple locations with Traffic control for (1) major street.
23. Proposal includes saw cut and patch back for asphalt/concrete.
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)



March 25, 2024

Project: COC LOC OSP Fiber Hut – Desert Breeze

Page 2 of 2

Exclusions:

1. Notes 1-4 on sheet E055 (items indicated provided by others).
2. Landscape/irrigation repairs.
3. Private locate services.
4. Any existing conditions/code violations.
5. Overtime or afterhours work.
6. Dry utilities/Tel./AV/Security/CCTV/Sound Masking/PA/Fire Alarm/All Special Systems.
7. Hard Dig, steel plates, compaction testing, offsite spoil removal, water cost, surveying, staking.
8. Proposal excludes temporary power (is available upon request).
9. All formed and poured concrete, equipment pads.
10. Engineering/fees, permits/fees, special inspection fees, utility fees.
11. Lightning Protection & Counterpoise.
12. All coordination or load studies.

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

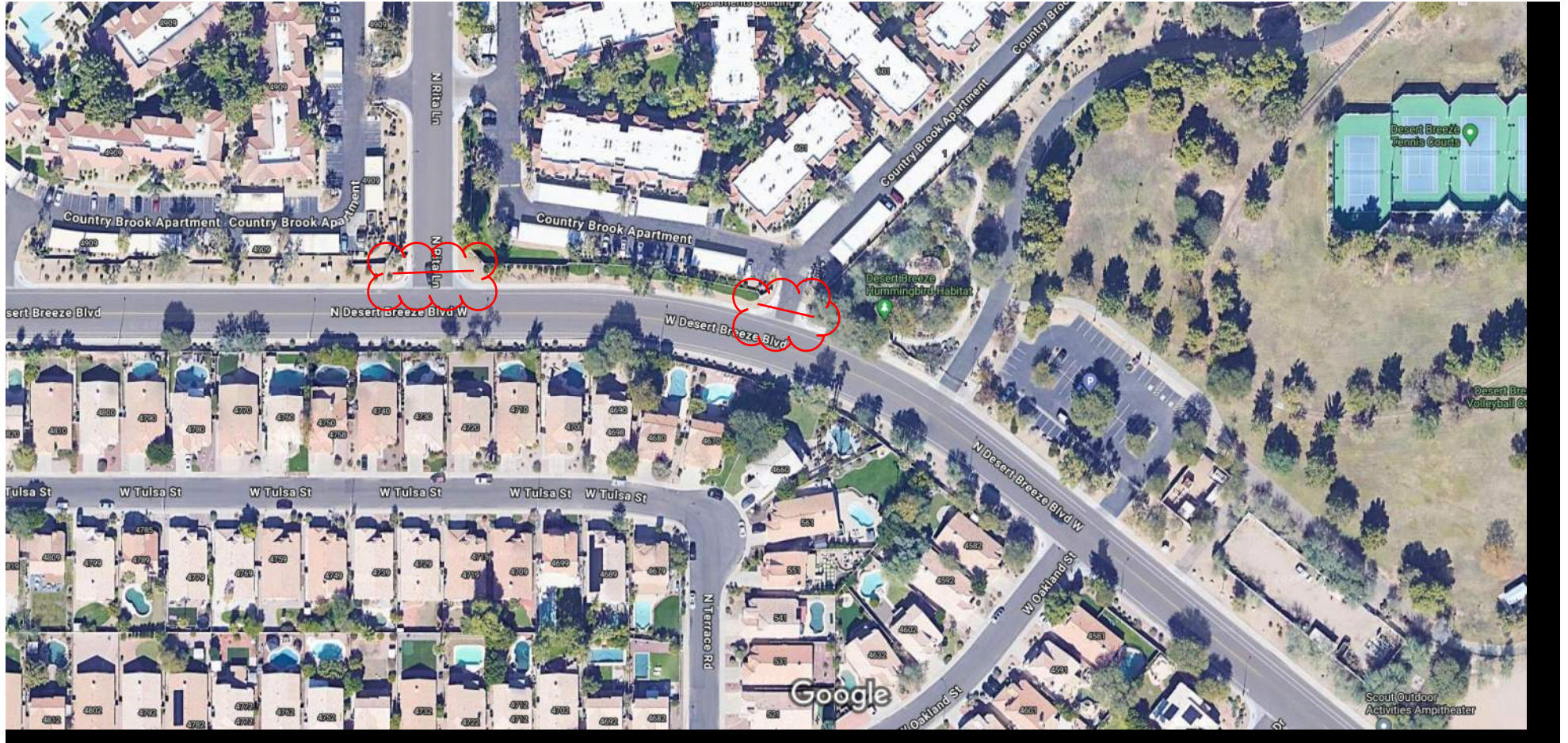
M: **480-486-2778**

F: 480-858-9067

alan.partida@dpelectric.com



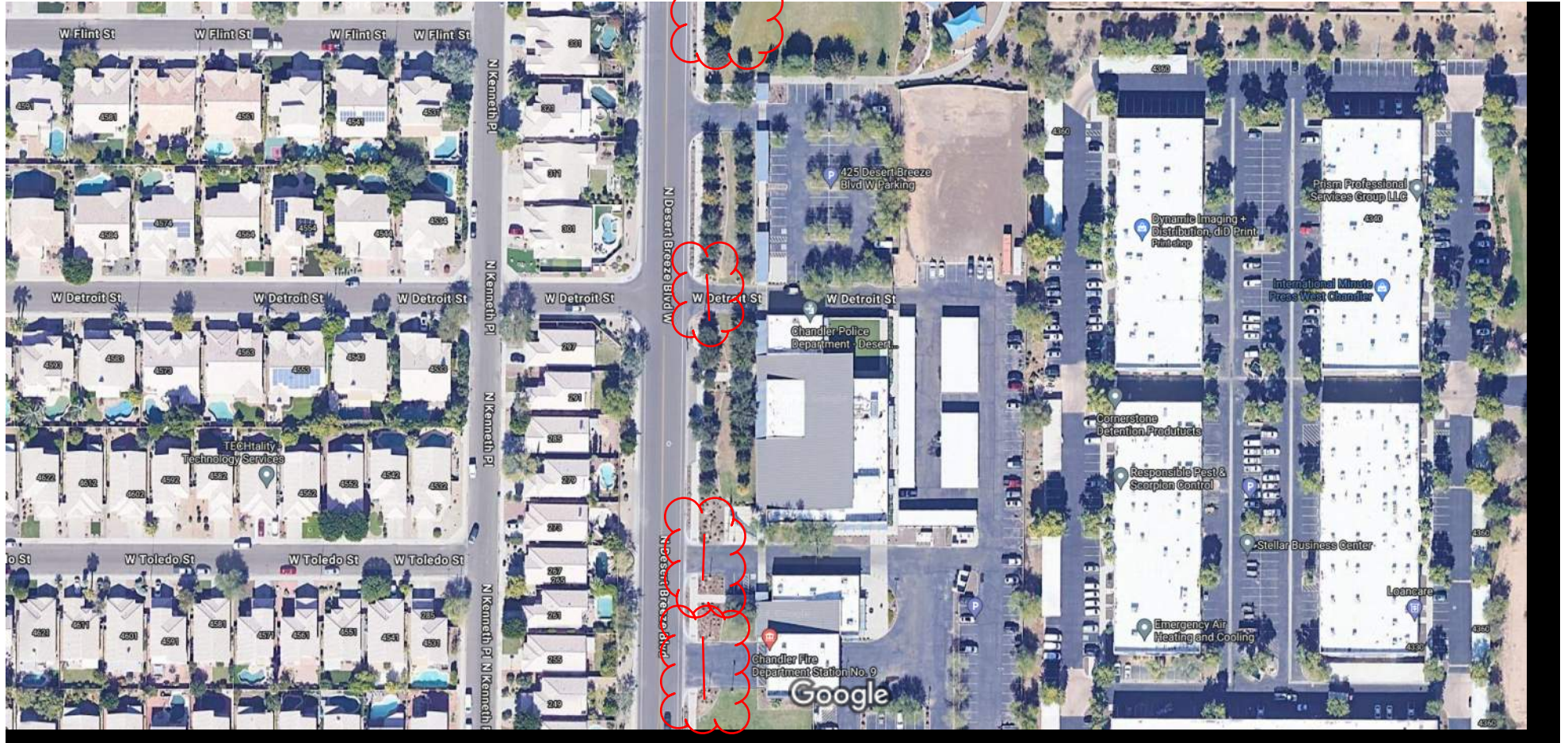
Imagery ©2024 Airbus, Maxar Technologies, U.S. Geological Survey, Map data ©2024 Google 50 ft



Imagery ©2024 Airbus, Maxar Technologies, U.S. Geological Survey, Map data ©2024 Google 50 ft

15ft boring for 8ft
concrete drainage
culvert , not shown
here.

Google Maps



Imagery ©2024 Airbus, Maxar Technologies, U.S. Geological Survey, Map data ©2024 Google 50 ft

Caliente Construction Inc.

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

DS2201.403 Outside Plant Telecom Remote Buildings (Desert Breeze)

BID PACKAGE: Landscaping & Irrigation BID DATE: April 26, 2024 RFI(s): 0 ADDENDUM(S): 0									
BID TALLY SHEET									
DESCRIPTION	BUDGET				SUB 1	SUB 2	SUB 3	SUB 4	SELECTED SUB
	Caliente				ELS	Jack Reed	Westar		ELS
	UNIT	QTY	COST/UNIT	COST					
						NO BID	**NO BID**		
BASE BID					\$ 17,965.00	\$ -	\$ -	\$ -	
<u>Landscaping & Irrigation</u>									
1		0	\$ -	\$ -	x				
2		0	\$ -	\$ -	x				
3		0	\$ -	\$ -					
4		0	\$ -	\$ -					
5		0	\$ -	\$ -					
6		0	\$ -	\$ -					
7		0	\$ -	\$ -					
8		0	\$ -	\$ -					
9		0	\$ -	\$ -					
10		0	\$ -	\$ -					
SALES TAX					\$ -	\$ -	\$ -	\$ -	
SUBCONTRACTOR BID					\$ 17,965.00	\$ -	\$ -	\$ -	
ADD-ONS					\$ -	\$ -	\$ -	\$ -	
TEXTURA					\$ -	\$ -	\$ -	\$ -	
TOTAL BID				\$ -	\$ 17,965.00	\$ -	\$ -	\$ -	\$ 17,965.00



#1 Tenant Improvement Contractor in Arizona 2016, 2017, 2018 & #1 General Contractor in Arizona 2017, 2018, 2019
 2016 Tempe Business Excellence Award Winner
 485 W. Vaughn Street, Tempe, AZ 85283 / Phone: (480) 894-8900 / Fax: (480) 548-4971
 AZ ROC091625 / AZ ROC098769 / AZ ROC164561 / CA 770323 / UT 4741522-550
 ID PCE-28529 / NM 88371 / CO 233580 / MT 159837 / OR 218826 / WA 604-190-884

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





ELS Construction, Inc.

3329 E Southern Avenue

Phoenix, AZ 85040

P: 602.243.1106 | F: 602.268.5040

www.elslandscapeaz.com

April 23, 2024

TO: Caliente Construction Inc.

Address: 485 W Vaughn St, Tempe, AZ 85283.

ATTN: Kayla Hauer

Email: khauer@calienteconstruction.com.

RE: OPFT BUILDINGS - DESERT BREEZE FIBER HUT

Address: McClintock Ave & Desert Breeze Dr., 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 Landscape & Concrete of **OUTSIDE PLANT FIBER TELECOMMUNICATION BUILDINGS DESERT BREEZE FIBER HUT** per plans, specifications, and pages one thru two of this proposal, for the following price:

FIFTY NINE THOUSAND AND FOURTY TWO DOLLARS & 00/100: \$59,042.00 (tax not included). Textura Add: \$129.89

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

OPFT BUILDINGS - DESERT BREEZE FIBER HUT – Landscape & 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: Rip Rap; Restoration only of existing landscape disturbed due to concrete & rip-rap work;** Concrete slab incldg turndown where applicable; Concrete Scupper; Concrete Sidewalk; and Screen Wall incldg fgt. All work for items noted in note 14 as per drawings & specification.
15. **Exclusions: Water, site utilities, drywells, asphalt pavement, curbs & gutters, electrical, communication fiber, and demo.**
16. 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.
17. Proposal per Kimley Horn plans with RLA stamp dated 06-22-23 and Chandler City Review/Approved dated 8-10-23.
18. **Bid is valid 90 days. Calendar days to complete work 15.**
19. **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.

City of Chandler OPFT Remote Bldg (Fiber Hut) Desert Breeze
EXHIBIT A - BID SCHEDULE

4/23/2024

No.	Description	Est. Qty.	Unit	Unit Price	Extended Price
1	CONSTRUCTION SURVEYING AND LAYOUT	1	LS	DNP	DNP
2	GPS DATA COLLECTION (ESRI – ARCGIS GEODATABASE FORMAT)	1	LS	DNP	DNP
3	MOBILIZATION/DEMOBILIZATION	1	LS	\$2,500.00	\$2,500.00
4	PREFAB OSP TELECOM BUILDING	1	EA	DNP	DNP
5	FIBER HUT BUILDING FOUNDATION	1	EA	\$9,825.00	\$9,825.00
6	CONCRETE SIDEWALK, MAG STD DTL 230	262	SF	\$11.00	\$2,882.00
7	ELECTRICAL TRANSFORMER AND DISCONNECT SWITCH	1	LS	DNP	DNP
8	MODIFY EXISTING MCC	1	LS	DNP	DNP
9	(2) #1/0 AWG COPPER CONDUCTORS	805	LF	DNP	DNP
10	(1) #6 AWG BARE COPPER BOND CONDUCTOR	805	LF	DNP	DNP
11	PULL TAPE	13600	LF	DNP	DNP
12	LOCATOR WIRE	13600	LF	DNP	DNP
13	FIBER OPTIC CABLE (SINGLE MODE 144)	1175	LF	DNP	DNP
14	FIBER OPTIC CABLE (SINGLE MODE 48)	845	LF	DNP	DNP
15	UNDERGROUND FIBER OPTIC SPLICE CLOSURE (ITS SPLICE ENCLOSURE)	1	EA	DNP	DNP
16	FIBER OPTIC CABLE TERMINATION PANEL (144 PORTS)	1	EA	DNP	DNP
17	FIBER OPTIC CABLE TERMINATION PANEL (48 PORTS)	1	EA	DNP	DNP
18	NO. 9 PULL BOX	5	EA	DNP	DNP
19	SPLIT NO. 9 PULL BOX	1	EA	DNP	DNP
20	NO. 7 PULL BOX (36-INCH DEPTH)	1	EA	DNP	DNP
21	ELECTRICAL PULL BOX	1	EA	DNP	DNP
22	SCH. 40 PVC AND HDPE ELECTRICAL CONDUIT, 2 IN	805	LF	DNP	DNP
23	4 – 2 IN PVC AND HDPE CITY OSP FIBER CONDUIT	4035	LF	DNP	DNP
24	2 – 2 IN PVC AND HDPE CITY OSP FIBER CONDUIT	155	LF	DNP	DNP
25	INSIDE PLANT CONDUIT SYSTEM (DESERT BREEZE)	1	LS	DNP	DNP
26	STRUCTURAL CONCRETE (SCREEN WALL)	30	LF	\$628.00	\$18,840.00
27	CONCRETE SCUPPER SPILLWAY, MAG DET 206	1	EA	\$7,030.00	\$7,030.00
28	REMOVE CONCRETE SIDEWALK	60	SF	DNP	DNP
29	REMOVE CONCRETE BLOCK WALL, FOOTING, BACKFILL AND COMPACT	46	LF	DNP	DNP
30	RIPRAP, D50=6 IN, T=12 IN	23	CY	\$455.00	\$10,465.00
31	LANDSCAPE / IRRIGATION RESTORATION	1	LS	\$7,500.00	\$7,500.00
32	ALLOWANCE: OWNERS ALLOWANCE	1		DNP	DNP

ELS Construction

TOTAL
Textura Add

\$59,042.00
\$129.89

Caliente Construction Inc.

240027

COC JOC Outside Plant Fiber Telecom. Building Desert Breeze



Name	Email	Phone	Cell	Status	Base Bid
32 31 00: Fences & Gates		Lead: Kayla Hauer		Bids Due: Mar 25, 2024 at 12:00 PM MST	
Phoenix Fence Company		+1 602-276-4283		Bid Submitted	\$4,000
Paul Mastin	pmastin@phoenixfence.com	+1 602-276-4283	+1 602-390-6481	Invited	
020500: Demolition		Lead: Kayla Hauer		Bids Due: Mar 25, 2024 at 12:00 PM MST	
Advanced Demolition, LLC		--		Bid Submitted	\$8,500
Jerry Chandler	jerry@advanceddemo.net	+1 602-510-3540	+1 602-510-3540	Viewed	
Maclean Chandler	maclean@advanceddemo.net	+1 602-509-2589	--	Invited	
Arizona Specialty Demolition, LLC		+1 602-843-8899		Bid Submitted	\$8,640
Meghan Collier	accounting@azspecialtydemo.com	+1 602-843-8899	--	Invited	
Morgan Ford	estimating@azspecialtydemo.com	--	--	Viewed	
Nick Hooley	nick@azspecialtydemo.com	+1 602-349-8159	--	Viewed	
Detailed Demolition		+1 623-328-9593		Not Bidding	--
Mark Schillerstrom	estimating@ detaileddemo.com	+1 602-390-7550	--	Viewed	
Shilo McCrory	shilo@ detaileddemo.com	+1 208-353-7573	+1 208-353-7573	Invited	
Liberty Demolition Services		+1 602-702-9058		Not Bidding	--
Francisco Ortiz	francisco.o@libertydemoservices.com	--	+1 602-904-9105	Invited	
Sebastian Cristerna	scristerna@yahoo.com	--	+1 602-702-9058	Invited	
Sebastian Cristerna	sebastianlibertydemo@gmail.com	+1 602-702-9058	--	Viewed	
030000 : Concrete		Lead: Kayla Hauer		Bids Due: Mar 25, 2024 at 12:00 PM MST	

ELS Construction, Inc.		+1 602-243-1106		Bid Submitted	\$29,367
Glynn Thompson	glynnt@evergreenaz.com	+1 602-243-1106	+1 602-376-7058	Invited	
John Lupoe	jlupoe@evergreenaz.com	+1 602-243-1106	--	Invited	
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	\$25,982
Estimating Email	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	Invited	
Teemu Raisanen	teemu@mikollc.com	+1 602-540-3207	--	Invited	
todd raisanen	todd@mikollc.com	+1 480-369-3761	--	Viewed	
040000: Masonry		Lead: Kayla Hauer		Bids Due: Mar 25, 2024 at 12:00 PM MST	
Alta Vista Masonry		--		Bid Submitted	\$14,872
Estimating Dept.	bids@avmasonry.com	--	--	Invited	
Frank Bal	frank@avmasonry.com	+1 602-565-8331	--	Viewed	
Lasaro Avila	laz@avmasonry.com	+1 602-723-3675	--	Invited	
ELS Construction, Inc.		+1 602-243-1106		Bid Submitted	\$18,840
Glynn Thompson	glynnt@evergreenaz.com	+1 602-243-1106	+1 602-376-7058	Invited	
John Ammons	johna@evergreenaz.com	+1 602-243-1106	--	Invited	
John Lupoe	jlupoe@evergreenaz.com	+1 602-243-1106	--	Invited	

Hirschi Masonry		+1 602-848-8885		Bid Submitted	\$26,000
--	estimatingaz@hirschimasonry.com	--	--	Invited	
Arturo Sandoval	asandoval@hirschimasonry.com	--	+1 702-525-6974	Viewed	
Cody Jones	cjones@hirschimasonry.com	+1 480-340-3235	--	Invited	
Jeremy Osheel	josheel@hirschimasonry.com	+1 602-919-0047	--	Invited	
Mike Sullivan	msullivan@hirschimasonry.com	+1 602-856-8564	--	Viewed	

079200: Joint Sealants

Lead: Kayla Hauer

Bids Due: Mar 25, 2024 at 12:00 PM MST

1604 Specialties		--		Not Bidding	--
Roy Bellotte	roy@1604specialties.com	+1 480-238-2414	--	Invited	
Johnson Statewide Caulking		+1 480-834-4459		Not Bidding	--
John Willman	johnwillman@johnsonstatewide.com	+1 480-822-0941	--	Invited	
King Contracting, LLC		+1 602-661-8338		Bidding	--
Jenny Romero	info@kingcontractingco.com	+1 602-661-8338	--	Viewed	
Ripple Industries - Ripple Commercial Services LLC		+1 480-258-1591		Not Bidding	--
Chris Greevers	greevers.chris@rippleind.com	+1 480-258-1591	--	Viewed	
Western Sealant Co., Inc.		+1 928-778-3112		Not Bidding	--
Jared Olson	jaredolson@westernsealantaz.com	+1 928-778-3112	+1 623-235-5764	Invited	
Nate Howden	westernsealant@gmail.com	+1 928-778-3112	+1 623-235-5764	Viewed	
Nathan Howden	nate@westernsealantaz.com	+1 928-778-3112	--	Invited	

130000: Special Construction

Lead: Kayla Hauer

Bids Due: Mar 25, 2024 at 12:00 PM MST

CXT, Inc.		--		Bid Submitted	\$192,974
--	info@cxtinc.com	--	--	Invited	
Eric Kuester	ekuester@cxtinc.com	+1 509-921-8766	--	Invited	

L. B. Foster Company		--		Bidding	--
Eric Kuester	ekuester@lbfooster.com	+1 800-696-5766	--	Viewed	
NW Management		+1 916-620-0016		Bid Submitted	\$295,305
Dan Rysavy	dan.rysavy@managenw.com	+1 916-620-0016	--	Viewed	
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	--	Invited	
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	--	Invited	
Paul Pasqualini	ppasqualini@vfpinc.com	+1 540-520-9964	--	Viewed	
Pete File	pfile@vfpinc.com	+1 540-977-0500	--	Viewed	
260000 : Electrical		Lead: Kayla Hauer		Bids Due: Mar 25, 2024 at 12:00 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	--
Taimoor Nasir	tnasir@aspenelectricaz.com	+1 260-418-7983	--	Invited	
Aspen Technologies		+1 480-315-1700		Not Bidding	--
Raul Dayao	rdayao@aspentechaz.net	+1 602-525-3187	--	Viewed	

D. P. Electric, Inc.		+1 480-858-9070		Bid Submitted	\$600,325
Albert Kachekian	albert@dpelectric.com	+1 480-858-9070	--	Invited	
Bryan Adams	bryan.adams@dpelectric.com	+1 480-858-9070	+1 602-319-0814	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		Not Bidding	--
Jeffery Nihart	jnihart@jencoinc.com	+1 269-244-0199	--	Invited	
Kris Geltch	kgeltch@jencoinc.com	+1 602-540-4345	--	Viewed	
Ray Massa	rmasa@jencoinc.com	+1 480-721-6701	--	Invited	

270000: Data & Telecommunications

Lead: Kayla Hauer

Bids Due: Mar 25, 2024 at 12:00 PM MST

APL Access & Security, Inc.		+1 480-497-9471		Bid Submitted	\$27,167
Corey Morris	cmorris@aplsecurity.com	+1 520-294-9471	--	Invited	
Enrique Olivares	enrique@aplsecurity.com	+1 480-497-9471	--	Invited	
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	--	Invited	
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	--	Viewed	
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		--		Bidding	--
Moria Carter	moria@lightspeedaz.com	+1 541-645-5555	--	Invited	
Robert Carter	rcarter@lightspeedaz.com	+1 602-315-6160	--	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	--	--	Invited	
Mike Anderson	manderson@premiseone.net	--	--	Invited	
Signal One Fire and Communication		--		Not Bidding	--
John Henze	john.henze@signalonefire.us	+1 480-752-1777	--	Invited	
Jon Bishop	jb@j2p.us	+1 480-272-5515	--	Invited	
329000: Landscape		Lead: Kayla Hauer		Bids Due: Mar 25, 2024 at 12:00 PM MST	
ELS Construction, Inc.		+1 602-243-1106		Bid Submitted	\$17,965
John Lupoe	jlupoe@evergreenaz.com	+1 602-243-1106	--	Viewed	
steve hitchcock	shitchcock@evergreenaz.com	+1 602-243-1106	--	Invited	
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	--	Invited	

Prepared on Apr 25, 2024 at 3:21 PM MST



EXHIBIT H

INSURANCE

Builders' Risk/Installation Floater Insurance

As defined in General Conditions.

Cyber Technology Errors and Omissions, Network Security, and Privacy Liability Insurance.

The policy must cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this Agreement with a limit of not less than \$5,000,000 for each occurrence, \$5,000,000 aggregate. In the event that the professional liability insurance required by this Agreement is written on a claims-made basis, JOC Contractor warrants that any retroactive date under the policy must precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed. If such insurance is maintained on an occurrence form basis, JOC Contractor must maintain such insurance for an additional period of one (1) year following termination of Agreement. If such insurance is maintained on a claims-made basis, JOC Contractor must maintain such insurance for an additional period of three (3) years following termination of the Agreement. If JOC Contractor contends that any of the insurance it maintains pursuant to other sections of this Exhibit C satisfies this requirement (or otherwise insures the risks described in this section), then JOC Contractor must provide proof of same.

The insurance must provide coverage for the following risks:

1. Liability arising from theft, dissemination, or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form.
2. Network Security Liability arising from the unauthorized access to, use of, or tampering with computer systems including hacker attacks, inability of an authorized third party, to gain access to your services including denial of service, unless caused by a mechanical or electrical failure.
3. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

The policy must provide a waiver of subrogation.