



CHANGE ORDER NO. 3
DATE: June 27, 2024

This Change Order No. 3 ("Change Order No. 3") to the construction services agreement is made by and between the City of Chandler, an Arizona municipal corporation, ("City") and Achen-Gardner Construction, LLC ("Contractor"), on this ____ day of _____, 2024 ("Effective Date" by Clerk).		
Change Order not valid until signed by both the City and the Contractor. Contractor's signature indicates Agreement herewith, including any adjustments in the Agreement Price or Agreement Time.		
Project Name: Detroit Basin / Gazelle Meadows Park Storm System and Associated Improvements		
Project No.: ST2101.401		
User Dept.: <u>Parks and Streets</u>		NTP Date: <u>11/6/2023</u>
TO: Achen-Gardner Construction, LLC		
<u>(CONTRACTOR)</u>		2195 W. Chandler Boulevard, Suite 211 Chandler, AZ 85224 (Mailing Address)
		dbroderick@achen.com (Email Address)
Contractor must make the following changes to this Agreement: Detailed scope change and cost breakdown (Exhibit. A).		
Additional funds are to complete the concrete work along Nevada Street and the construction of the PR2107 Gazelle Meadows Park Renovations project.		
Amendment authorized by Owner name: Dan Haskins Date: 6/27/24		
Original Agreement amount:	\$10,182,770.05	
Previous Change Order total:	\$2,389,558.68	
Last Agreement amount approved by Council:	\$12,477,250.58	
This Change Order:	\$4,671,358.93	
This Change Order + previous Change Order(s) not approved by Council total:	\$4,766,437.08	
Revised Agreement total:	\$17,243,687.66	
Council Approval Required (yes indicates approval required)	Yes	No
Change Order(s) total over \$100,000:	☒	☐
Change Order(s) total causes Agreement to exceed \$100,000:	☒	☐
Agreement Time		
Agreement time prior to this Change Order (including previous change order(s):	<u>330</u> Calendar Days	
Net change resulting from this Change Order:	<u>240</u> Calendar Days	

Revised Agreement time (including this Change Order):	<u>570</u> Calendar Days
Council Approval (if applicable)	
Council Approval Date: <u>August 15, 2024</u>	

SIGNATURE PAGE TO FOLLOW

THE ABOVE IS AGREED TO BY:

"CITY" CITY OF CHANDLER

"CONTRACTOR"

ACHEN-GARDNER CONSTRUCTION, LLC.

MAYOR

Signature 7/12/24
Date

RECOMMENDED BY:

Daniel Haskins

Daniel Haskins, P.E.
CIP City Engineer

KEVIN NUNEZ

Print Name

VICE PRESIDENT

Title

APPROVED AS TO FORM:

Paul L. Pomeroy for

City Attorney

PHB

knunez@achen.com

Signer Email Address

ATTEST:

City Clerk

Seal

EXHIBIT "A"



CHANGE ORDER PROPOSAL NO. 3 FOR CITY OF CHANDLER – Gazelle Meadows Park Renovations (Rev-1)

June 20, 2024

City of Chandler
Ms. Vivianna Barrientes/Mr. Jason Garcia
215 E. Buffalo Street
Chandler, Arizona 85224

City of Chandler Project No.: PR2107.203
Achen-Gardner Construction, LLC Project No.: 4000103

Dear Ms. Barrientes/Mr. Garcia:

Here in please find Achen-Gardner Construction, LLC's ("Achen-Gardner") Change Order Proposal ("Proposal") including Schedule of Values (SOV) for proposed Park Renovations.

Achen-Gardner proposes to complete the all-inclusive scope of work defined in the construction documents and as qualified herein for the following Guaranteed Maximum Price ("GMP") not to exceed, including mark-ups. Additionally, Achen-Gardner has provided a Project Contingency (including mark-ups) as directed by the City:

Gazelle Meadows Park Renovations <u>GMP</u> (Exhibit D3, SOV Running Total No 3)	\$ 4,340,645.41
<u>Project Contingency (Exhibit D3, SOV Item 10700)</u>	<u>\$ 289,680.00</u>
Project Total (Exhibit D3, SOV Total Proposal)	\$ 4,630,325.41

Should you have any questions and/or comments, please feel free to contact me at (480) 403-9399 or e-mail dbroderick@achen.com.

Sincerely,
ACHEN-GARDNER CONSTRUCTION, LLC

Dan Broderick, Sr. Project Manager
Attachments
[Cc: Bryan Mueller, Christie Hall, Dan Spitz, Paul Ekstrom, Project File.](#)

INDEX OF EXHIBITS
JUNE 20, 2024 (REV-1)
CITY OF CHANDLER – GAZELLE MEADOWS PARK RENOVATIONS
CHANGE ORDER NO. 3 PROPOSAL
PROJECT NO: PR2107.203/AGC Project Number 4000103

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EXHIBIT D1: SCOPE OF WORK
JUNE 20, 2024 (REV-1)
CITY OF CHANDLER – GAZELLE MEADOWS PARK RENOVATIONS
CHANGE ORDER NO. 3 PROPOSAL
PROJECT NO: PR2107.203/AGC Project No. 4000103

Overall Project Description

The overall project scope is to provide storm drain system improvements to collect stormwater along Erie Street between Exeter Street and McQueen Road, as well as any other contributing flows. These improvements will convey the stormwater from this area to the existing Detroit Basin, also known as Gazelle Meadows Park, located at 500 North Exeter Street. The project also includes improvements to collect stormwater from where it exits at the southwest corner of the Detroit Basin and convey it to a connection with the existing Chandler Boulevard storm drain. This GMP will also include improvements to the potable water system, sanitary systems, and related infrastructure. Additional permanent improvements to Gazelle Meadows Park and roadways are not included in this GMP.

The project scope includes the installation of (71 LF of 12", 234 LF of 15", 661 LF of 18", 2,962 LF of 24", 2,044 LF of 30", 1141 LF of 36") ADS storm drain, 34 each manholes, and 36 each catch basins, (1,042 LF of 8") VCP sewer, one each new manhole and one each rehabilitated manhole, (308 LF of 8") CIPP, (476 LF of 1", 126 LF of 6", 1303 LF of 12") waterlines with valves and fittings. The replacement of existing concrete and asphalt surfaces due to the construction are included.

CHANGE ORDER PROPOSAL NO. 3 FOR CITY OF CHANDLER – Gazelle Meadows Park Renovations

The proposal scope includes the removal of existing trees, concrete flatwork, a ramada, and other items as shown on the plans. Site clearing, excavation, and site preparation are provided for new concrete, paving, and park improvements. There will be new site work concrete flatwork/curbs for walkways, a ramada, play areas, and skating zones. The landscaping will consist of new decomposed granite, rip rap, artificial turf, new turf, an updated irrigation system, and new plants/trees. A basketball court and equipment are included as well as other park furnishings – grills, fountains, trash receptacles, benches, tables, ramada, and other items as shown on the plans. A modified lighting system will be installed for the park.

EXHIBIT D3: SCHEDULE OF VALUES
JUNE 20, 2024 (REV-1)
CITY OF CHANDLER – GAZELLE MEADOWS PARK RENOVATIONS
CHANGE ORDER NO. 3 PROPOSAL
PROJECT NO: PR2107.203/AGC Project No. 4000103

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GMP PROPOSAL FOR CITY OF CHANDLER - GAZELLE MEADOWS PARK RENOVATIONS					6-20-24
PROJECT NO.: PR2107.203					ACHEN  GARDNER
ACHEN-GARDNER CONSTRUCTION PROJECT NO. 4000103					
CHANGE ORDER NO. 3					
ACHEN-GARDNER CONSTRUCTION, LLC 550 S. 79th STREET CHANDLER, AZ 85226					
			DESIGN AND SPECIFICATION 100%		
PAY ITEM	DESCRIPTION	UM	QUANTITY	UNIT PRICE	TOTAL
	GENERAL SCOPE ITEMS				
100	GENERAL CONDITIONS	MO	6.0	\$ 97,732.48	\$ 586,394.88
105	PRE-CONSTRUCTION SERVICES	LS	1.0	\$ 21,251.40	\$ 21,251.40
110	MOBILIZATION	LS	1.0	\$ 62,923.24	\$ 62,923.24
120	CONSTRUCTION SURVEY AND AS BUILT RECORD DRAWINGS	LS	1.0	\$ 26,811.88	\$ 26,811.88
130	CONTRACTOR QUALITY CONTROL	LS	1.0	\$ 24,824.50	\$ 24,824.50
140	SWPPP / EROSION CONTROL	LS	1.0	\$ 59,620.31	\$ 59,620.31
150	CONSTRUCTION WATER AND DUST CONTROL	LS	1.0	\$ 70,693.85	\$ 70,693.85
160	POTHOLE EXISTING UTILITIES	LS	1.0	\$ 12,765.02	\$ 12,765.02
170	SUBCONTRACTOR BOND COSTS	LS	1.0	\$ 19,223.07	\$ 19,223.07
180	SWEEPING (ALLOWANCE)	LS	1.0	\$ 27,040.00	\$ 27,040.00
	SUBTOTAL GENRAL CONDITIONS AND GENERAL ITEMS				\$ 911,548.15
500	DEMO EXISTING TREES	EA	12.0	\$ 1,050.00	\$ 12,600.00
510	SALVAGE EXISTING TREES	EA	4.0	\$ 2,865.00	\$ 11,460.00
520	EXISTING TREE PROTECTION FENCE	LF	2,650.0	\$ 7.83	\$ 20,749.50
530	REMOVE CONCRETE FLATWORK	SF	13,632.0	\$ 2.88	\$ 39,260.16
540	REMOVE EXISTING RAMADA	EA	1.0	\$ 12,435.23	\$ 12,435.23
550	REMOVE EXISTING DOG WASTE STATION	EA	1.0	\$ 1,601.59	\$ 1,601.59
560	RELOCATE EXISTING PARK RULES SIGN	EA	2.0	\$ 2,557.31	\$ 5,114.62
600	CLEAR & GRUB PROJECT FOOTPRINT	SF	114,777.0	\$ 0.34	\$ 39,024.18
610	EARTHWORK	LS	1.0	\$ 78,297.18	\$ 78,297.18
	SUBTOTAL PARK REMOVALS & EARTHWORK				\$ 220,542.46
630	DETAIL B/C/E OFF-SITE SUBGRADE PREP	SY	2,079.0	\$ 7.33	\$ 15,239.07
640	CURB & GUTTER MAG 222	LF	77.0	\$ 49.11	\$ 3,781.47
650	SINGLE CURB MAG 222 TYPE A	LF	550.0	\$ 41.24	\$ 22,682.00
660	ROLL CURB MAG 220-1 TYPE C	LF	10.0	\$ 148.03	\$ 1,480.30
670	CURB TRANSITIONS	EA	4.0	\$ 376.17	\$ 1,504.68
680	SIDEWALK MAG 230	SF	8,000.0	\$ 10.58	\$ 84,640.00
690	ADA SIDEWALK RAMPS MAG 238-1	EA	2.0	\$ 3,934.41	\$ 7,868.82
700	DRIVEWAY MAG 250-2	SF	300.0	\$ 25.83	\$ 7,749.00
710	LOADING ZONE VALLEY GUTTER	SF	272.0	\$ 27.99	\$ 7,613.28
720	LOADING ZONE PAVING COC 261-1	SY	115.0	\$ 203.33	\$ 23,382.95
730	PARKING LOT PAVING	SY	854.0	\$ 69.99	\$ 59,771.46
740	PAVEMENT MARKINGS & SIGNAGE	LS	1.0	\$ 5,500.00	\$ 5,500.00
	SUBTOTAL DTL B/C/E OFF-SITE IMPROVEMENTS				\$ 241,213.03

EXHIBIT D3 SCHEDULE OF VALUES – TOTAL GMP SUMMARY (CONTINUED)

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1010	CONC PAVING TYPE A (MED BROOM)	SF	17,675.0	\$	19.14	\$	338,299.50
1020	CONC PAVING TYPE B @ TRIKE PATH (MED SANDBLAST)	SF	2,270.0	\$	22.50	\$	51,075.00
1030	CONC PAVING TYPE C- INTEGRAL COLOR (MED BROOM)	SF	1,592.0	\$	20.20	\$	32,158.40
1040	CONCRETE HEADER	LF	1,003.0	\$	59.16	\$	59,337.48
1050	DECOMPOSED GRANITE- 1/2" MINUS	SF	35,710.0	\$	1.95	\$	69,634.50
1060	COMPACTED DG	SF	3,670.0	\$	5.71	\$	20,955.70
1070	RIP RAP, 1-3"	SF	0.0	\$	-	\$	-
1075	RIP RAP, 4-6"	SF	626.0	\$	8.71	\$	5,452.46
1080	SWALE FLOWLINE	LF	376.0	\$	27.97	\$	10,516.72
1090	CONCRETE SKATE CURB, 6"	LF	203.0	\$	88.91	\$	18,048.73
1100	SHOTCRETE BANK RAMP	SF	0.0	\$	-	\$	-
1110	REINFORCED TOP DECK	SF	0.0	\$	-	\$	-
1115	PLAZA PLATFORM	EA	1.0	\$	11,445.67	\$	11,445.67
1120	CONCRETE CURB @ FALL SURFACE	LF	222.0	\$	87.50	\$	19,425.00
1130	CONCRETE RAMP @ PLAY	EA	2.0	\$	5,991.43	\$	11,982.86
1135	4" ABC UNDER NEW PARK SURFACING & AMENITIES	SY	10,340.0	\$	12.64	\$	130,697.60
1140	ARTIFICIAL TURF	SF	1,024.0	\$	32.96	\$	33,751.04
1150	EWf TYPE A, 6" DEPTH	SF	0.0	\$	-	\$	-
1160	EWf TYPE B, 18" DEPTH	SF	6,807.0	\$	9.40	\$	63,985.80
1170	PLAY SAND	SF	215.0	\$	44.75	\$	9,621.25
1180	BASKETBALL COURT	SF	6,334.0	\$	23.72	\$	150,242.48
1190	FLAGSTONE STEPPER	EA	16.0	\$	1,441.18	\$	23,058.88
1195	FLAGSTONE STEPPER @ SWALE CROSSING	EA	14.0	\$	1,473.35	\$	20,626.90
1200	ANIMAL TRACKS	LF	105.0	\$	76.13	\$	7,993.65
1210	STORMWATER COLLECTION @ DROPOFF	EA	2.0	\$	1,480.45	\$	2,960.90
	SUBTOTAL SPECIAL PARK PAVEMENT IMPROVEMENTS					\$	1,091,270.52
2010	ART SEAT WALL (CONCEPTUAL)	LF	51.0	\$	716.51	\$	36,542.01
2020	SKATE SEAT WALL 12" HT	LF	0.0	\$	-	\$	-
2030	SKATE SEAT WALL 16" HT	LF	0.0	\$	-	\$	-
2040	SKATE SEAT WALL 18" HT	LF	0.0	\$	-	\$	-
2050	SKATE SEAT WALL 20" HT	LF	0.0	\$	-	\$	-
2060	SEAT WALL, STANDARD	LF	17.0	\$	810.46	\$	13,777.82
2070	SEAT WALL, REINFORCED	LF	41.5	\$	760.39	\$	31,556.19
	SUBTOTAL ART WALL & SEAT WALLS					\$	81,876.02
3010	GRATE CROSSING, STEEL	EA	3.0	\$	5,000.00	\$	15,000.00
3020	GRIND RAIL, 8" HT	LF	0.0	\$	-	\$	-
3030	GRIND RAIL 42" HT	LF	0.0	\$	-	\$	-
3040	GRIND RAIL 12"	LF	26.0	\$	472.69	\$	12,289.94
	SUBTOTAL PARK METALS					\$	27,289.94
5010	BBQ GRILL	EA	6.0	\$	663.20	\$	3,979.20
5020	TRASH RECEPTACLE	EA	19.0	\$	1,379.38	\$	26,208.22
5030	BIKE RACK	EA	2.0	\$	1,000.00	\$	2,000.00
5040	DRINKING FOUNTAIN @ PLAY	EA	1.0	\$	6,705.94	\$	6,705.94
5050	DRINKING FOUNTAIN WITH CHILLER @ DROPOFF	EA	1.0	\$	8,224.06	\$	8,224.06
5060	DOG WASTE STATION	EA	4.0	\$	1,322.78	\$	5,291.12
5070	PARK RULES SIGN, NEW	EA	1.0	\$	3,000.00	\$	3,000.00
5080	PARK RULES SIGN, RELOCATED	EA	2.0	\$	895.93	\$	1,791.86
5090	EDUCATIONAL SIGNAGE	EA	3.0	\$	3,000.00	\$	9,000.00
5100	6' BENCH WITH BACK AND CENTER ARMREST	EA	15.0	\$	2,571.41	\$	38,571.15

5110	CLASSIC PICNIC TABLE	EA	4.0	\$	3,279.99	\$	13,119.96
5120	CLASSIC PICNIC TABLE, ADA	EA	2.0	\$	3,089.17	\$	6,178.34
5130	REGAL PEDESTAL PICNIC TABLE, ADA	EA	2.0	\$	2,678.17	\$	5,356.34
5140	REGAL PEDESTAL PICNIC TABLE	EA	4.0	\$	2,862.32	\$	11,449.28
5150	TENSILE STRUCTURE	EA	1.0	\$	94,222.00	\$	94,222.00
5155	RAMADA	EA	1.0	\$	56,810.96	\$	56,810.96
5160	BOULDER A	EA	44.0	\$	350.00	\$	15,400.00
5170	BOULDER B	EA	15.0	\$	750.00	\$	11,250.00
5180	LSI 8" MUSHROOM STEPPER	EA	3.0	\$	1,601.30	\$	4,803.90
5190	LSI 16" MUSHROOM STEPPER	EA	3.0	\$	1,601.30	\$	4,803.90
5200	LSI 24" MUSHROOM STEPPER	EA	2.0	\$	2,108.37	\$	4,216.74
5220	LSI WOBBLE PAD BOUNCER	EA	3.0	\$	2,615.45	\$	7,846.35
5230	LSI CURVA SPINNER	EA	2.0	\$	3,195.92	\$	6,391.84
5240	LSI CHILL SPINNER	EA	1.0	\$	3,496.16	\$	3,496.16
5250	LSI STANDUP SEESAW	EA	1.0	\$	4,316.82	\$	4,316.82
5260	MESQUITE TRUNK	EA	1.0	\$	3,913.61	\$	3,913.61
5310	SWING WEAR MAT	EA	4.0	\$	576.47	\$	2,305.88
5320	BASKETBALL POST, BACKBOARD AND NET	EA	2.0	\$	5,902.11	\$	11,804.22
5330	CONCRETE LION	EA	1.0	\$	41,455.66	\$	41,455.66
	SUBTOTAL PARK FURNISHINGS					\$	413,913.51
6000	36" BOX TREES	EA	87.0	\$	810.92	\$	70,550.04
6010	PROTECT EXISTING TREE	EA	61.0	\$	85.00	\$	5,185.00
6020	NEW TURF	SF	31,914.0	\$	2.45	\$	78,189.30
6030	1 GALLON SHRUB	EA	209.0	\$	16.98	\$	3,548.82
6040	5 GALLON SHRUB	EA	532.0	\$	30.49	\$	16,220.68
6050	15 GALLON SHRUB	EA	17.0	\$	200.00	\$	3,400.00
6055	TREE STAKES, FERTILIZER TABLETS, PLANTING PIT MAT	LS	1.0	\$	8,500.00	\$	8,500.00
	SUBTOTAL PLANT SCHEDULE					\$	185,593.84
6110	1" SCH 40 PVC PIPE LATERAL (TREE)	LF	6,930.0	\$	1.13	\$	7,830.90
6115	1" SCH 40 PVC PIPE LATERAL (SHRUBS)	LF	4,250.0	\$	1.13	\$	4,802.50
6120	2 1/2" SCH 40 PVC PIPE MAINLINE	LF	3,180.0	\$	5.58	\$	17,744.40
6130	BUCKNER SUPERIOR MASTER VALVE	EA	1.0	\$	1,219.68	\$	1,219.68
6135	BASLINE 1000 CONVENTIONAL IRRIGATION CONTROLLER	EA	1.0	\$	11,703.42	\$	11,703.42
6140	CONTROL WIRE SEPERATION FROM MAINLINE	LF	45,000.0	\$	0.35	\$	15,750.00
6145	PE89 6 PAIR 22 GA	LF	1,100.0	\$	2.58	\$	2,838.00
6150	CRISPIN AIRVAC RELEASE ASSY.	EA	1.0	\$	1,861.23	\$	1,861.23
6160	HUNTER (DRIP ZONE) ICZ-101-25	EA	11.0	\$	713.60	\$	7,849.60
6170	HUNTER FLOW SENSOR	EA	1.0	\$	891.45	\$	891.45
6180	HUNTER REMOTE CONTROL VALVE	EA	13.0	\$	1,003.70	\$	13,048.10
6190	HUNTER ROTORS ADJUSTMENT NOZZLES	EA	138.0	\$	85.85	\$	11,847.30
6192	MULTI-PORT EMITTERS (TREES)	EA	402.0	\$	52.16	\$	20,968.32
6194	MULTI-PORT EMITTERS (SHRUBS)	EA	486.0	\$	39.90	\$	19,391.40
6200	NIBCO GATE VALVE	EA	4.0	\$	1,958.74	\$	7,834.96
6205	FLUSH END CAPS	EA	16.0	\$	69.75	\$	1,116.00
6210	2" SCH. 40 PVC SLEEVE	LF	1,140.0	\$	2.93	\$	3,340.20
6215	6" SCH 40 PVC SLEEVE	LF	240.0	\$	17.63	\$	4,231.20
6220	SCH 40 PVC LATERAL FOR TURF	LF	3,360.0	\$	2.60	\$	8,736.00
6230	HUNTER 1" QUICK COUPLER IN 10" VB&C	EA	1.0	\$	627.35	\$	627.35
	SUBTOTAL IRRIGATION PLAN					\$	163,632.01

7000	REPAIR/REPLACE IRRIGATION TO REMAIN (ALLOWANCE)	AL	1.0	\$ 125,000.00	\$ 125,000.00
	SUBTOTAL REPAIR/REPLACE EXISTING IRRIGATION				\$ 125,000.00
	PARK LIGHTING (ALLOWANCE)				
8000	2.5" PVC SCH40 STREET LIGHT CONDUIT	LF	1,800.0	\$ 33.00	\$ 59,400.00
8005	CONDUCTORS	LS	1.0	\$ 18,150.00	\$ 18,150.00
8010	REMOVE AND RELOCATE STREET LIGHT AND PULL BOX	EA	8.0	\$ 3,775.00	\$ 30,200.00
8020	INSTALL NEW SL "A" 18' COOPER LIGHTING 59W LED	EA	0.0	\$ -	\$ -
8030	INSTALL NEW SL "B" 18' COOPER LIGHTING 501W LED	EA	0.0	\$ -	\$ -
8040	REMOVE EXISTING WIRE ABANDON IN PLACE CONDUIT	LS	1.0	\$ 4,000.00	\$ 4,000.00
8050	INSTALL NEW #3-1/2 PULL BOX	EA	9.0	\$ 900.00	\$ 8,100.00
8060	SALVAGE EXISTING METER PEDESTAL	EA	1.0	\$ 850.00	\$ 850.00
8070	INSTALL NEW 200 AMP METER PEDESTAL	EA	1.0	\$ 17,000.00	\$ 17,000.00
8080	LIGHTING PUSH BUTTON & POST	EA	2.0	\$ 3,500.00	\$ 7,000.00
8090	DRINKING FOUNTAIN ELECTRICAL CONNECTION	EA	1.0	\$ 500.00	\$ 500.00
8100	PARK LIGHTING	LS	1.0	\$ 72,000.00	\$ 72,000.00
	SUBTOTAL PARK LIGHTING (ALLOWANCE)				\$ 217,200.00
8200	ASSUME 1" COPPER WATER SERVICE LINE	LF	322.0	\$ 43.69	\$ 14,068.18
8210	ASSUME 6" X 1" TAP	EA	1.0	\$ 6,166.53	\$ 6,166.53
8220	ASSUME WATER METER AND BOX	EA	1.0	\$ 2,659.28	\$ 2,659.28
8230	PAVEMENT REPLACEMENT ON EXETER STREET	SY	10.0	\$ 367.32	\$ 3,673.20
	SUBTOTAL ASSUME 1" WATER SERVICE				\$ 26,567.19
	RUNNING TOTAL NO. 1 - DIRECT COST OF THE WORK INCLUDING GCs				\$ 3,705,646.67
10100	OVERHEAD AND FEE EXHIBIT D2, (C)		8.50%		\$ 314,979.97
	SUBTOTAL - OVERHEAD AND FEE				\$ 314,979.97
	RUNNING TOTAL NO. 2 - DIRECT COST OF THE WORK + OH & FEE				\$ 4,020,626.64
10200	INSURANCE (INCL. BUILDERS RISK & POLLUTION LIABILITY)	EX	1.95%	(Calc on RT #1)	\$ 78,402.22
10300	BONDS (PAYMENT & PERFORMANCE)	EX	0.80%	(Calc on RT #1)	\$ 32,165.01
	SUBTOTAL - INSURANCE AND BONDS				\$ 110,567.23
	RUNNING TOTAL NO. 3 - DIRECT COST OF THE WORK + OH & FEE + INS & BOND				\$ 4,131,193.87
10400	SALES TAXES (5.07% or 7.8% of 65% of Running Total No. 3 EX, D2(E1)		5.070%		\$ 209,451.54
	SUBTOTAL - SALES TAXES				\$ 209,451.54
	RUNNING TOTAL NO.4 - GMP, DIRECT COST OF THE WORK, + OH & FEE + INS & BOND + SALES TAXES				\$ 4,340,645.41
10700	CONSTRUCTION CONTINGENCY	AL	1.0	\$ 289,680.00	\$ 289,680.00
	TOTAL PROPOSAL - DIRECT COST + OH & FEE + INS & BOND + SALES TAXES & CONTINGENCY				\$ 4,630,325.41

EXHIBIT D3.1: SCHEDULE OF VALUES – GENERAL CONDITIONS

JUNE 20, 2024 (REV-1)

CITY OF CHANDLER – GAZELLE MEADOWS PARK RENOVATIONS

CHANGE ORDER NO. 3 PROPOSAL

PROJECT NO: PR2107.203/AGC Project No. 4000103

GMP PROPOSAL FOR CITY OF CHANDLER - GAZELLE MEADOWS PARK RENOVATIONS					6-20-24
PROJECT NO.: PR2107.203					
ACHEN-GARDNER CONSTRUCTION PROJECT NO. 4000103					
ITEM 100 - GENERAL CONDITIONS DETAIL					
ACHEN-GARDNER CONSTRUCTION, LLC 550 S. 79th STREET CHANDLER, AZ 85226					DESIGN DOCUMENT STAGE: 100% ENTELLUS
PAY ITEM	DESCRIPTION	QUANTITY	UM	UNIT PRICE	TOTAL
100.1	PROJECT SUPERINTENDENT	1,056.00	HR	149.99	158,389.44
100.2	PROJECT MANAGER	264.00	HR	149.99	39,597.36
100.3	PROJECT ENGINEER	528.00	HR	112.19	59,236.32
100.4	TEMPORARY FACILITIES	6.00	MO	54,861.96	329,171.76
	GENERAL CONDITIONS (DIRECT COSTS)				586,394.88

EXHIBIT D4: LIST OF GMP DOCUMENTS

JUNE 20, 2024 (REV-1)

CITY OF CHANDLER – GAZELLE MEADOWS PARK RENOVATIONS

CHANGE ORDER NO. 3 PROPOSAL

PROJECT NO: PR2107.203/AGC Project No. 4000103

- Dig Studio - 100% plan set, Gazelle Meadows Park Renovations (pages 1 to 50) project No. PR2107.203 dated December 21, 2023. Signed for Approval for Coordination, dated 12/22/2023. Status 100%. C.O.C. LOG NO. CIV23-0142.
- Dig Studio – 100% Technical Specifications, Gazelle Meadows Park Renovations (pages 1 to 125) dated December 21, 2023. Signed by Jay Hicks with Dig Studio, EXP. 06/30/2017, signature not dated. Electrical Technical Specifications 100% Submittal, Signed and dated by Clifford Tollman with Wright Engineering, 12-22-2023, Expires 3-31-26.
- Executed (12-5-22) Pre-construction Services Contract with Achen-Gardner Construction, LLC and the City of Chandler for the Detroit Basin/Gazelle Meadows Park Storm System & Associated Improvements CMAR Project; City of Chandler Project No. ST2101.251.
- GMP 1 contract with City of Chandler and Achen-Gardner Construction, LLC for City Project No. ST2101.401 executed on September 18, 2023.
- Jason Garcia email dated 6-11-24 titled - PR2107.203 Gazelle Meadows Park and Renovation GMP. Which included Ardurra variance report notes dated 5-8-24 and nine review comments.
- Achen's email response dated 6-20-24 to Jason's 6-11-24 referenced GMP review comments.
- MAG Specifications and Details – 2024 revision to the 2020 Edition.
- Manual on Uniform Traffic Control Devices, latest edition.
- Request for Statement of qualifications Construction Manager at Risk dated 8-4-22.
- Achen-Gardner Construction, LLC Statement of qualifications dated 9-1-22.

EXHIBIT D5: CLARIFICATIONS AND ASSUMPTIONS
JUNE 20, 2024 (REV-1)
CITY OF CHANDLER – GAZELLE MEADOWS PARK RENOVATIONS
CHANGE ORDER NO. 3 PROPOSAL
PROJECT NO: PR2107.203/AGC Project No. 4000103

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

1. **Fee Exclusions:** GMP excludes all costs associated with City permit plan review fees, Quality Assurance (QA) (i.e., City inspection and testing) costs, impact fees, utility company fees, water meters/meter installations except for construction water, and/or any other fees not specifically identified herein.
2. **Unit Price Contract Administration:** This GMP will be administered as a Measured Quantity/Unit Price, Guaranteed Not-to-Exceed Contract. The Schedules of Values (Re: Exhibit D3) is defined by the individual work/pay items plus fee structure, and markups (re: Exhibit D3, Items 10100 through 10450). The final contract price/payout will be based on field measurements, final completed quantities at the approved unit prices, approved allowance and/or contingency utilization, and approved change orders. It is understood that these city-approved prices including mark-ups are the "Cost of the Work". The markup structure on the Schedule of Values (Exhibit D3) will apply to Change Orders and/or Extra Work, allowances, and contingencies. The mark-ups for MAG section 109.5 do not apply to this contract. Pay Item under-runs and/or unused items shall fall to the Construction Contingency (Item No. 10700) for the duration of the project. Quantity over-runs shall be paid at the unit price established in the Schedule of Values for the pay item and shall be paid from Construction Contingency or Change Orders.
3. **Aerial Construction Photography:** Achen-Gardner shall provide a pre-construction video/photographs and progress photographs/videos periodically. Aerial videos shall only be provided if FAA and local approval is provided to fly a drone camera. Drone videos, if allowed, shall be standard drone footage.
4. **Mobilization/Demobilization** – includes the following monthly items as defined in the Specifications: the field office fencing, work area fencing for three work sites, field offices, temporary utilities, and toilets for the seven-month project duration. Therefore, the Mobilization/Demobilization Pay Item shall be invoiced monthly based on the seven (7) month project duration.
5. **Utility Relocations / Unknown Buried Conflicts:** This GMP excludes all costs associated with removing, replacing and/or relocating any existing buried or overhead dry utilities and/or unknown buried conflicts including PCCP. Should a dry utility or other unknown buried conflict, not properly detailed on the project plans and/or properly located (i.e., Blue Stake), be discovered during the construction phase, the project team shall determine the impact on the project. Any costs related to the impact(s) including schedule/duration shall be funded through a change order or Owner Allowance.
6. **Schedule** – The project schedule is based on working standard 8 hour regular daylight shifts that can include some weekends as scheduled and approved by the City. Our schedule excludes delay impacts due to unforeseen material supply chain issues, unforeseen utility impacts (SRP, etc.), unplanned traffic control impacts, working out of sequence, and or impacts from delays. Refer to Exhibit D7 – Project Baseline Schedule. The schedule is based on the following critical path dates and milestones:
 - a. Council approval and executed contract no later than August 30, 2024.
 - b. Long-lead procurement NTP no later than September 9th, 2024, to accommodate the long-lead submittal and procurement time.
 - c. Should the City provide the long-lead procurement NTP under our current project contract by July 8, 2024, the project schedule can be moved up to approximately two months. This would allow us to enter into subcontracts/POs with long-lead vendors before the Council date in August.
 - d. Construction NTP of October 14, 2024.
 - e. Project Completion 126 calendar days from construction NTP date.

7. **Pricing** - is based on the included subcontractor/vendor quotes that may include stipulations for price adjustments. Related price adjustments shall be funded by or fall to the Construction Contingency (Pay Item 10700).

PAY ITEM CLARIFICATIONS

3 Pages

ITEM NO.	DESCRIPTION	CLARIFICATION / ASSUMPTION
DIRECT COSTS		
100	General Conditions	- Includes cost of Project Management – Project Supt., Project Manager, Project Engineer, and vehicles. - Ice/drinking water. - Small tools. - Temporary Facilities (6.0 months) – trailer, fencing, electrical service, yard rental, toilets, cleaning, and trailer furnishings. - Yard security, dumpsters, and storage containers. - End of project cleanup. - Measured and paid on a monthly basis for six months beginning on the construction NTP date.
105	Pre-Construction Services	Includes plan reviews and GMP development
110	Mobilization	- Mobilization & Demobilization - Sub Mobilization - Yard set/take down - Measured and paid on lump sum basis.
120	Construction Survey and As-Built Record Drawings	- Survey, Staking, Registered Land Surveyor Certified As-Built. - Construction Redlines. - Registered Land Surveyor Certification of as-builts. - Measured and paid on lump sum basis.
130	Contractor Quality Control	- Quality Control based on MAG testing requirements for frequency and type. - Measured and paid on lump sum basis.
140	SWPPP / Erosion Control	- Includes SWPPP plan, implementation of plan, inspections, and removal at the completion of the project. - Track out pad. - Measured and Paid for on a lump sum basis.
150	Construction Water/Dust Control	- Includes construction water, water tower, and operated water truck for dust control. - Dust Permit. - Measured and paid on a lump sum basis.
160	Pothole Existing Utilities	- Known utility potholing. - Measured and paid by each.
170	Subcontractor Bond Costs	Includes costs pertaining to the bonding of subcontractors.
DIRECT COSTS – PARK REMOVALS & EARTHWORK		
500,510,520,530,540, 550,560,600,610	Park Removals & Earthwork	Measured and paid for as noted on Exhibit D3.
630,640,650,660,670, 680,690,700,710,720, 730,740	Dtl B/C/E Off-Site Improvements	Measured and paid for as noted on Exhibit D3.

ITEM NO.	DESCRIPTION	CLARIFICATION / ASSUMPTION
1010,1020,1030,1040, 1050,1060,1070,1075, 1080,1090,1100,1110, 1115,1120,1130,1135, 1140,1150,1160,1170, 1180,1190,1195,1200, 1210	Special Park Pavement & Surfacing Improvements	Measured and paid for as noted on Exhibit D3.
2010,2020,2030,2040, 2050,2060,2070,	Art Wall & Seat Walls	Measured and paid for as noted on Exhibit D3.
3010,3020,3030,3040	Park Metals	Measured and paid for as noted on Exhibit D3.
5010,5020,5030,5040, 5050,5060,5070,5080, 5090,5100,5110,5120, 5130,5140,5155,5160, 5170,5180,5190,5200, 5220,5230,5240,5250, 5260,5310,5320,5330,	Park Furnishings	- Stockpiled material payment will be required per subcontractor quote. - Measured and paid for as noted on Exhibit D3.
6000,6010,6020,6030, 6040,6050,6055,	Plant Schedule	Measured and paid for as noted on Exhibit D3.
6110,6115,6120,6130, 6135,6140,6145,6150, 6160,6170,6180,6190, 6192,6194,6200,6205, 6210,6215,6220,6230,	Irrigation Plan	Measured and paid for as noted on Exhibit D3.
8200,8210,8220,8230,	1" Water Service	Measured and paid for as noted on Exhibit D3.
ALLOWANCES		
180	Sweeping (Allowance)	- Includes project sweeping to comply with Dust permit and SWPPP. - Measured and paid for on a cost-plus markup basis unless unit prices can be utilized where applicable.
7000	Repair/Replace Irrigation to remain (Allowance)	- Work to include removal, protection, and replacement of existing irrigation to maintain a continuous operating system. - Measured and paid for on a cost-plus markup basis unless unit prices can be utilized where applicable.
8005,8010,8020,8030, 8040,8050,8060,8070, 8080,8090,8100,	Park Lighting (Allowance)	- Lighting scope as detailed in the project specs and plans. - Measured and paid for on a cost-plus markup basis unless unit prices can be utilized where applicable.
10700	Construction Contingency	For City-requested upgrades and changes per Construction Contract Article 15.4.2 Owner's Contingency.

ITEM NO.	DESCRIPTION	CLARIFICATION / ASSUMPTION
		Measured and paid for on a cost-plus markups basis unless unit prices can be utilized where applicable.
CMAR FEE		
10100	CMAR Construction Fee	Measured and paid on calculation of 8.5% of subtotal direct costs, contingencies, allowances, and job overhead.
BONDS AND INSURANCE		
10200	Insurance	Measured and paid on calculation of 1.95% of subtotal for direct costs.
10300	Performance and Payment Bonds	Measured and paid on calculation of .8% of subtotal for direct costs.

SALES TAX		
10400	Gross Receipts Tax	- Calculated based on 65% of 7.8% City of Chandler Sales Tax rate. - Calculations may be adjusted to match actual sales tax incurred (City rates could be subject to change during the duration of the project). - Measured and paid on calculation of 5.07% of subtotal direct costs, contingencies, allowances, job overhead, CMAR fee, bonds and insurance.

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

EXHIBIT D6: SUBCONTRACTOR AND SUPPLIER SOLICITATION DOCUMENTATION**JUNE 20, 2024 (REV-1)****CITY OF CHANDLER – GAZELLE MEADOWS PARK RENOVATIONS****CHANGE ORDER NO. 3 PROPOSAL****PROJECT NO: PR2107.203/AGC Project No. 4000103**

See the following subcontractor and supplier award recommendations spreadsheet with quotes.

- 1) This Proposal is based on recommended awarded subcontractor and supplier resource values and related proposals summarized below and included in Exhibit D6. Lead times stated on quotes/proposals apply and are planned for in our proposed schedule (Exhibit D7). Costs and/or schedule impacts related to supply chain-related issues that may arise out of the vendor's or Achen-Gardner's control will be accommodated with the Construction Contingency or change order. Other vendor terms & conditions are between Achen-Gardner and the vendor(s) and are not a part of the Contract between the City and Achen-Gardner.
- 2) This summary reflects competitive bids with a specific scope/Schedule of Values provided to all subcontractors and suppliers at the time of solicitation. Actual quantities and extended totals reflected in the SOV may be different based on final quantity and cost adjustments due to ongoing revisions.

EXHIBIT D6			
MAJOR SUBCONTRACTOR & SUPPLIER SOLICITATION SUMMARY AND RECOMMENDATIONS			
SCOPE OF WORK / MATERIAL	SUBCONTRACTOR/SUPPLIER NAME	BID AMOUNT FOR 100% GMP	SELECTION NOTES
AGGREGATES	Affinity Materials	\$ 78,540.60	Lowest, qualified bidder
ASPHALT	Vulcan Materials	\$ 25,265.35	Lowest, qualified bidder
	Martin Marietta	\$ 26,116.75	
DRINKING FOUNTAINS	Most Dependable Fountains	\$ 14,930.00	Specified
ELECTRICAL	CS Construction	\$ 230,608.00	Lowest, qualified bidder
LANDSCAPE & IRRIGATION, DECORATIVE BOULDERS & PAVERS	Sun Valley Landscaping	\$ 467,257.25	Lowest, qualified bidder
PARK FURNISHINGS, PLAY EQUIPMENT, RAMADA & SAFE SURFACING	EXERPLAY	\$ 230,012.57	Lowest, qualified bidder
PARK SHADE (TENSILE STRUCTURE)	Shade 'N Net	\$ 94,222.00	Specified
WATER LINE PIPE PACKAGE	FERGUSON	\$ 4,642.00	Lowest, qualified bidder
QUALITY CONTROL/MATERIAL TESTING	SAECO	\$ 24,824.50	Lowest, qualified bidder
REDI MIXES	Core Readymix	\$ 87,640.26	Lowest, qualified bidder
CONCRETE LION	CEMROCK	\$ 38,035.00	Specified
SURVEY	Rick Engineering	\$ 17,629.50	Lowest, qualified bidder
SWPPP	R&D Storm Water Management	\$ 36,400.00	Lowest, qualified bidder

Quote Analysis Report

Achen-Gardner Construction, LLC 73

Paul Ekstrom

Page 1 of 27

4000200-1

COPY OF COC GAZELLE MEADOWS PARK RENOVAT

4/26/2024 1:09 PM

AGGREGATES AGGREGATES

Vendor Code							AFFINITYMATE	
Vendor Name							Affinity Materia	
Vendor Phone							6025587621	
Bid	Activity	Resource	Desc	Quan	Unit	Plug Price	Unit Price	
		2AGABC	ABC MAG	3,508.00	TN	20.0000	21.9500	
		2AGBEDSAND	SAND	55.00	TN	12.0000	28.0000	
		2AGRIPD5003	RIPRAP D50=3 IN	0.00	TN	50.0000	50.0000	P
		2AGRIPD5004	RIPRAP D50=4 IN	0.00	TN	55.0000	55.0000	P
Quoted Amount							78,541	
Plugged Amount							0	
Bond							0	
Mobilization							0	
% Adjustment							0	
\$ Adjustment							0	
Total Adjustment							0	
Totals						70,820	78,541	
Diff From Plug							7,721	
Total Minority							0	

A 'P' beside a price indicates a plug price.
Green background indicates that the vendor is selected.

85 W. Combs Road
Suite 101, PMB 350
San Tan Valley, AZ 85140
(602) 558-7621
Sales@affinitymaterials.com



Date	Quote #
4/18/2024	7562

Customer:	Project:
Achen Gardner Construction 2195 W. Chandler Blvd. Suite 200 Chandler, AZ 85224 480-940-1300	City of Chandler CMAR Gazelle Meadows Park Renovations 50 S McQueen Rd Chandler, AZ Paul

\$25-\$50/load fuel surcharge will be assessed for orders that are less than three loads per day.

Prepared By	P.O. No.	Ship Via	Truck Type	Valid Until	Taxable
SW		Delivery	End Dump	5/18/2024	
Qty	UOM	Material	Cost	Description	Amount
3,500	TN	MAG ABC Non Lime	21.95		76,825.00
55	TN	Concrete Sand	28.00		1,540.00

*Total dollar amount of quote is based on customer quantity requested. Final invoice is subject to change based on actual quantity delivered. Affinity Material Solutions' drivers will attempt to drop material where customer specifies, provided it does not interfere or endanger equipment and/or personnel. Affinity Material Solutions will not be responsible for damage caused to concrete, landscaping, or underground utilities due to customer designated drop locations. Invoices not paid within our credit terms will be assessed a Finance Charge. Cancellations of orders must be made no later than 4pm, the day before scheduled delivery, or a cancellation fee will be applied.

Total	\$78,365.00
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If you have any questions concerning
this quotation, please contact us at:
(602) 558-7621 or
sales@affinitymaterials.com

Thank you for your business!

ASPHALT ASPHALT

Vendor Code							ACG	VULCANMATERI	MARTINMARIET
Vendor Name							ACG	Vulcan Material	Martin Marietta
Vendor Phone								6022548465	4806397165
Bid	Activity	Resource	Desc	Quan	Unit	Plug Price	Unit Price	Unit Price	Unit Price
		2AC12EVAC	1/2 EVAC ASPHALT 70-10	245.00	TN	95.0000	101.6400	93.3000	96.5000
		2ACCOLD	AC COLD MIX	1.00	TN	110.0000	121.0000	110.0000	110.0000 P
Quoted Amount							25,023	22,969	23,643
Plugged Amount							0	0	110
Bond							0	0	0
Mobilization							0	0	0
% Adjustment							0	2,297	2,364
\$ Adjustment							0	0	0
Total Adjustment							0	2,297	2,364
Totals						23,385	25,023	25,265	26,117
Diff From Plug							1,638	1,880	2,732
Total Minority							0	0	0

A 'P' beside a price indicates a plug price.
 Green background indicates that the vendor is selected.

Quotation



Attn: Paul Elkstrom

Quote Name: CITY OF CHANDLER DETROIT BASIN (ACHE)
Quote #: 562204

ACHEN-GARDNER CONSTRUCTION LLC
2195 W. CHANDLER BLVD, Suite 200
CHANDLER, AZ 85224
Acct#: 213235

CHANDLER BLVD & MCQUEEN RD / CHANDL
AZ051100
CHANDLER, AZ 85225

Date:	Wednesday, April 17, 2024	Sales Rep :	Lyndsay Ervine
Quote Created:	Monday, March 27, 2023		2625 E University
Effective From:	Wednesday, April 17, 2024	Phone:	PHOENIX, AZ 85034
Quote Expiration:	Friday, May 17, 2024	Fax :	480-647-5404
Price Expiration:	Tuesday, December 31, 2024	Email:	ervinel@vmcmail.com

Special Instructions:

All daily orders under 100 tons of asphalt are subject to Gomez Price plus the haul.

PLANT PREMIUMS

Prices quoted are for regular business hours: Monday - Friday, 6 AM to 5 PM. Plant premiums will apply for nightwork and/or weekends. Overtime will be subject to a charge of \$350.00 per hour.

TRUCKING ADDITIONAL FEES

Trucking is based on availability and Vulcan Materials will not be held responsible for schedule impacts due to trucking shortages. The delivered price is based on 23.50 tons (full load); a short load fee will apply if under 23.50 tons. Truck stand-by will be charged on-site after the first 20 minutes at the rate of \$100 per hour or \$1.67 per minute. All night work will be subject to an 8-hour minimum hourly haul charge and subject to additional charges pending the hauler charging an additional 8 hrs due to days' worth of work that is lost. Any cancellation of night work needs to be done 24 hours ahead of schedule. All weekend work will be subject to a 4-hour minimum hourly haul charge. A fuel surcharge of 6% will be added to either our delivered hourly or tonnage haul rates when diesel fuel reaches \$4.00 per gallon. This rate will increase by 2% for each additional \$0.25 increase in the price per gallon. This rate will be charged or removed monthly.

Vulcan Material plants are commercial asphalt sources that provide a wide range of mixes to multiple customers on a production day. Every effort is made to ensure production quantities and times for each customer are met. Vulcan will not be responsible for project or trucking impacts due to the availability to all of our customers. Due to current aggregate demand, the quote is also subject to product or material availability. Production is scheduled based on a first-come, first-served basis as available.

The quote is subject to product or material availability due to current aggregate demand.

ASPHALT

Plant	Product Name	Product #	Qty	U/M	FOB Plant	Haul Rate	Delivered
SAN TAN HMA	3/4" EVAC PG 70-10	231517T	1,500	Tons	\$81.00	11.30	\$92.30
		Truck Type	STD FRT RATE				
SAN TAN HMA	1/2" EVAC PG 70-10	331517T	1,815	Tons	\$82.00	11.30	\$93.30
		Truck Type	STD FRT RATE				

Other Charges

Environmental Fee -Agg & Asphalt at \$4.00 / Load

Prices quoted above do not include any state or local sales and use tax, if any applies for this project.

Prices quoted are for shipments during normal daytime working hours unless other shipping hours are mutually agreed upon in writing by both parties.

Prices are FOB your jobsite as stated above. Terms are Net 15 prox. Please note standard terms and conditions apply. (Subject to credit approval)

This quote is limited to acceptance within 30 days from the date of this quotation after which time quotation is subject to review/revision. Please contact Sales prior to placing the order.

Accepted by: _____

Date: _____

Sales Representative: _____

Date: _____

We appreciate the opportunity to provide you this quote and trust that Vulcan will have the pleasure of serving your needs for this and future projects.

GENERAL TERMS AND CONDITIONS

PRICES AND TERMS

Prices are based on the terms and conditions set forth on page 1 of this Quotation, of which these General Terms and Conditions form a part, the terms and conditions stated in Customer's Application for Business Credit, and, if applicable, any terms and conditions relating to the delivery or shipment of materials by truck, barge, vessel, rail or other means which are provided by Vulcan to Customer in addition to this Quotation (each, a "Vulcan Sales Document", and collectively, the "Vulcan Sales Documents"). Prices are available only to the customer specifically named therein, and are only for the quantities mentioned in such Quotation or Sales Order plus or minus 10% of such quantities. A charge of 1.5% per month, (18% annum), will accrue on a daily basis from the date of invoice and will continue to accrue on a daily basis on any unpaid balance, both before and after judgment, until the date the balance is paid in full, or at the maximum amount permitted by law in which the sale occurred, whichever is less. **However, the assessment of a finance charge on invoices paid in full by the payment due date will be waived.** Quotation is offered for furnishing the total aggregate requirements for the project only. Customer's contract with Vulcan regarding the sale by Vulcan to Customer of the materials listed in this Quotation is subject to the terms and conditions set forth in the Vulcan Sales Documents. Prices reflect Customer's acceptance of materials at the quoted plant based upon gradation analysis performed and reported by Vulcan's certified plant quality control personnel. Any penalties that result from in place sampling shall be the full responsibility of Customer.

THE TERMS AND CONDITIONS OF THE VULCAN SALES DOCUMENTS GOVERN THE RIGHTS AND OBLIGATIONS OF THE PARTIES

If Customer has issued a purchase order for the materials quoted by Vulcan in this Quotation, this Quotation is not an acceptance of said purchase order, or any of its terms or conditions, which are hereby rejected. Any sale by Vulcan to Customer of the materials listed in this Quotation shall be subject to the terms and conditions set forth in the Vulcan Sales Documents, and Customer's receipt or acceptance of said materials shall constitute acceptance of the offer that this Quotation constitutes. Any terms or conditions of a subsequent purchase order issued by Customer that are inconsistent with the terms and conditions of the Vulcan Sales Documents shall be null and void.

SHIPMENT AND DELIVERY

Unless a "delivered" price is quoted by Vulcan in the Vulcan Sales Documents, all prices are F.O.B. point of shipment from the locations designated. All taxes applicable to the sale or delivery of materials that are not paid directly by Customer will be added to the sales price, invoiced to and paid by Customer, unless Customer provides Vulcan with satisfactory evidence of exemption from same. Shipment will be in accordance with Customer's reasonable instructions or, if none, then by whatever means Vulcan shall deem practicable. The quantities of material delivered to Customer shall be conclusively presumed to be the quantities shown on the tickets produced from a certified weigh scale at Vulcan's quarry or sales yard.

CREDIT AND DEFAULT

Vulcan shall have no obligation to ship or deliver except upon its determination prior to each shipment or delivery that Customer is worthy of the credit to be extended and is not in default upon any obligation to Vulcan. Upon default, Customer agrees to pay all of Vulcan's collection expenses, including attorneys' fees.

INSURANCE

A Memorandum of Insurance containing current information regarding Vulcan's insurance program is available at

<https://marshdigital.marsh.com/marshconnect/viewMOI.action?clientId=632529479>

EXCULPATORY PROVISIONS

Vulcan shall have no liability for delay or failure to make shipments, or delivery, as a result of strikes, labor problems, severe weather conditions, casualty, mechanical breakdown or other conditions beyond Vulcan's reasonable control. In no event shall Vulcan be liable for any incidental or consequential damages. Vulcan's liability and Customer's exclusive remedy for any cause of action arising out of the provision of material quoted herein shall be the replacement of, or payment of the purchase price for, the materials which are the subject of this Quotation.

CHANGE OF TERMS

Vulcan may change the price and/or quantity upon 30 days' notice to Customer. Vulcan shall also have right to change, modify or amend any other terms and conditions upon written notice of such change to customer. The effect of the change shall be as stated in the written notice and accepted by Customer upon placing of orders with seller following receipt of such notice.

APPLICABLE LAW

All orders are subject to acceptance by Vulcan at the headquarters of its Mountain West Division in Phoenix, Arizona, and the laws of the state in which the materials was shipped from shall apply to the sale of all materials subject hereto. In the event material is imported into the U.S., the law in the state in which the material was sold to the customer will prevail. All disputes regarding finance charges shall be governed by Alabama law.

LIMITED WARRANTY AND WARRANTY DISCLAIMER

Vulcan warrants for a period of one (1) year from date of delivery only that the material sold hereunder substantially complies with Vulcan's specifications for said material or the specifications set forth in Vulcan's quotation. **VULCAN HEREBY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF THE MATERIAL SOLD HEREUNDER, OTHER THAN THE EXPRESS WARRANTY STATED ABOVE.** In addition, except to the extent otherwise set forth in the specifications described above, Vulcan makes no warranty whatsoever with respect to specific gravity, absorption, whether the material is innocuous, non-deleterious, or non-reactive, or whether the material is in conformance with any plans, other specifications, regulations, ordinances, statutes, or other standards applicable to Customer's job or to said material as used by Customer. **VULCAN SHALL IN NO EVENT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE CAUSED BY NON-COMPLIANCE OF THE MATERIAL WITH SPECIFICATIONS, OR FOR ANY DEFECTS IN THE MATERIAL SOLD HEREUNDER.**

BOULDERS BOULDERS

Vendor Code							SUNVALLEYLAN	ROCKPRO
Vendor Name							Sun Valley Lan	ROCK PROS USA
Vendor Phone							4808980533	4805915151
Bid	Activity	Resource	Desc	Quan	Unit	Plug Price	Unit Price	Unit Price
5160	2002400	4LSCAPE	BOULDER A	44.00	EA	350.0000	350.0000	0.0000
5170	2002400	4LSCAPE	BOULDER B	15.00	EA	750.0000	750.0000	0.0000
Quoted Amount							26,650	0
Plugged Amount							0	0
Bond							0	0
Mobilization							0	0
% Adjustment							0	0
\$ Adjustment							0	0
Total Adjustment							0	0
Totals						26,650	26,650	0
Diff From Plug							0	-26,650
Total Minority							0	0

A 'P' beside a price indicates a plug price.
 Green background indicates that the vendor is selected.

Sun Valley Landscape
1999 W. Houston Ave. Apache Junction, AZ 85120
Air Force Veteran Owned and Operated
Phone: (480) 898-0533
Fax: (480) 898-1864
ROC #133935



GAZELLE MEADOWS PARK RENOVATIONS - CHANDLER - 100% PLANS

BID ITEM	DESCRIPTION	QTY	UNIT	COST	TOTAL
ESCALATIONS MAY BE REQUIRED ON PVC, RESIN BASED MATERIALS AND METAL BASED MATERIALS DUE TO A VOLATILE MARKET					
DUE TO AVAILABILITY OF PLANT MATERIAL AND TREES DURING INSTALLATION, SUBSTITUTIONS MAY BE REQUIRED					
BOULDERS					
	BOULDERS - 1 X 2 X 2 - COLOR TBD	44	EA	\$350.00	\$15,400.00
	BOULDERS - 2 X 3 X 3 - COLOR TBD	15	EA	\$750.00	\$11,250.00
FLAGSTONE					
	FLAGSTONE STEPPERS - NATURAL - 2 X 2 X 4" - SAND SET	30	EA	\$185.00	\$5,550.00
INERTS					
	1/2" MINUS DG - COLOR TBD - 2" DEPTH	35,710	SF	\$1.20	\$42,852.00
	4" - 6" RIP RAP - COLOR TBD - 6" DEPTH	626	SF	\$4.00	\$2,504.00
	1 1/4" MINUS COMPACTED DG - COLOR TBD - 4" DEPTH	3,670	SF	\$4.85	\$17,799.50
SWALE FLOWLINE					
	SWALE FLOWLINE	376	LF	\$ 6.50	\$ 2,444.00
ARTIFICIAL TURF					
	ARTIFICIAL TURF - KOOLO K9	1,024	SF	\$10.00	\$10,240.00
CONTROLLER					
	CONTROLLER - BASELINE - 1000 - PEDESTAL MOUNTED	1	EA	\$11,703.42	\$11,703.42
	CONTROL WIRE	45,000	LF	\$0.35	\$15,750.00
	PE 89 & PAR 225A	1,100	LF	\$2.58	\$2,832.50
IRRIGATION- PIPE					
	2 1/2" MAINLINE - SCH40	3,180	LF	\$5.58	\$17,740.83
	1" SHRUB AND TREE LATERALS - SCH40	11,180	LF	\$1.13	\$12,577.60
	2" SLEEPING - SCH40	1,140	LF	\$2.93	\$3,334.50
	4" SLEEPING - SCH40	240	LF	\$17.43	\$4,223.00
	TURF LATERALS - SCH40	3,360	LF	\$2.40	\$8,064.00
IRRIGATION- VALVE/FITTINGS					
	2 1/2" GATE VALVE - NISCO - 580 - IN 10" VALVE BOX	4	EA	\$1,958.74	\$7,834.95
	2 1/2" MASTER VALVE - BUCKNER - 3200	1	EA	\$1,219.68	\$1,219.68
	FLOW SENSOR - HUNTER - HC-150	1	EA	\$891.45	\$891.45
	1" DRIP VALVES - HUNTER - IC2-101-25 - W/ FILTER, REGULATOR AND BRASS ISOLATION VALVE	11	EA	\$713.60	\$7,849.60
	1" 1 1/2" & 2" TURF VALVES - ICV-101G, 151G OR 200G - W/ BRASS ISOLATION VALVE	13	EA	\$1,003.70	\$13,048.10
	FLUSH END CAPS - SOEAR - JA-66 P/AP-100	16	EA	\$69.75	\$1,116.00
	1" QUICKCOUPLER - HUNTER - HQ-44RC - IN 10" VALVE BOX	1	EA	\$427.35	\$427.35
	AIR/VACUUM PRESSURE RELEASE	1	EA	\$1,861.23	\$1,861.23
	ROTORS - HUNTER - 120	138	EA	\$85.85	\$11,847.30
	MULTI PORT EMITTERS - IN 6" VALVE BOX - TREES	402	EA	\$52.15	\$20,964.30
	MULTI PORT EMITTERS - IN 6" VALVE BOX - SHRUBS	486	EA	\$39.90	\$19,391.40
ALLOWANCE	IRRIGATION ALLOWANCE	1	LS	\$25,000.00	\$25,000.00
GRASSES - 1 GAL					
	PINK MILKY	102	EA	\$18.00	\$1,836.00
	DEER GRASS	107	EA	\$16.00	\$1,712.00
ACCENTS 5 GAL					
	TOOTHLESS DESERT SPOON	36	EA	\$35.00	\$1,260.00
	OCTOPUS AGAVE	39	EA	\$35.00	\$1,365.00
	RUSH MILKWEED	53	EA	\$35.00	\$1,855.00
	SMOOTH AGAVE	36	EA	\$35.00	\$1,260.00
	OUTBACK SUNRISE	34	EA	\$25.00	\$850.00
SHRUB- 5 GAL					
	CREOSOTE	76	EA	\$35.00	\$2,660.00
	BAJA RED FARTY DUSTER	142	EA	\$25.00	\$3,550.00
	OUTBACK SUNRISE	64	EA	\$25.00	\$1,600.00
	DESERT LAVENDER	8	EA	\$35.00	\$280.00
	TURPENTINE BUSH	19	EA	\$35.00	\$665.00
	FALSE HEATHER	25	EA	\$35.00	\$875.00
SHRUB- 15 GAL					
	RED BIRD OF PARADISE	17	EA	\$200.00	\$3,400.00
TREES - 36" BOX					
	RED FISH POTACHE	24	EA	\$750.00	\$18,000.00
	IRONWOOD - MULTI TRUNK	10	EA	\$950.00	\$9,500.00
	EVERGREEN ELM	7	EA	\$650.00	\$4,550.00
	SOUTHERN LIVE OAK	28	EA	\$750.00	\$21,000.00
	GHOST CURIA	6	EA	\$950.00	\$5,700.00
	DESERT WILLOW	5	EA	\$750.00	\$3,750.00
	MILGA	7	EA	\$950.00	\$6,650.00
STOLONS					
	IOD - MIDIRON	31,914	SF	\$2.45	\$78,189.30
SALVAGE LOG					
	TREE #58 - TRIM ALL 6" OR SMALLER - USE IN LANDSCAPE	1	EA	\$850.00	\$850.00
MOBILIZATION					
	MOBILIZATION	1	LS	\$2,500.00	\$2,500.00
MISC.	TREE STAKES, FERTILIZER TABLETS, PLANTING PIT MATERIAL	1	LS	\$8,500.00	\$8,500.00
ALTERNATE:	NONE				
EXCLUDES:	ABC				
	ACTS OF GOD				
	ART AND INSTALLATION				
	BACKFLOW PREVENTER - EXISTING				
	BARRICADES				
	BENCHES				
	BERMING				
	BIKE RACKS				
	BOOSTER PUMP				
	BONDING				
	BORING				
	CLEARING				
	CONCRETE HEADER				
	CONCRETE JON				
	CURBING				
	DEMO OF TREES				
	DOG WASTE STATIONS				
	DRINKING FOUNTAINS				
	DUCTILE IRON				
	ELECTRICAL RUNS & PULL BOXES				
	ENGINEERED WOOD FIBER				
	EROSION CONTROL				
	FENCING AND INSTALLATION				
	GRADES +/- .10				
		TOTAL:		\$481,604.90	

Sun Valley Landscape
 1999 W. Houston Ave. Apache Junction, AZ 85120
 Air Force Veteran Owned and Operated
 Phone: (480) 898-0533
 Fax: (480) 898-1864
 ROC #133935



GAZELLE MEADOWS PARK RENOVATIONS - CHANDLER - 100% PLANS

BID ITEM	DESCRIPTION	QTY	UNIT	COST	TOTAL
	GRILLS				
	GROUTED RIP RAP				
	GRUBBING				
	HARD DIG - , IF 310 BACKHOE CANNOT DIG, THERE WILL BE AN ADDITIONAL CHARGE.				
	IF 2300DITCH WITCH TRENCHER CANNOT DIG, THERE WILL BE AN ADDITIONAL CHARGE.				
	IMPORT/EXPORT OF SOIL				
	IRRIGATION CONSULTING FEES				
	IRRIGATION FOR NATIVE SEEDING				
	MUSHROOM STEPPERS				
	NATIVE SEEDING				
	NIGHT WORK				
	OFF DUTY POLICE				
	PAVERS				
	PERMITS				
	PLAY SAND				
	PICNIC TABLES				
	PORTA JOHN MUST BE PROVIDED				
	POTS				
	PROTECT IN PLACE				
	PURPLE PIPE				
	RAIN SENSOR				
	RAMADAS				
	RELOCATES				
	RESTORATIONS				
	ROOT BARRIER				
	SALES TAX				
	SALVAGE BOULDERS				
	SALVAGE CONCRETE				
	SAW CUTTING AND PATCHING OF ASPHALT & CONCRETE				
	SEEDING				
	SHOTECREEK BANK				
	SITE DEMO				
	SITE DUST CONTROL				
	SITE FURNISHINGS				
	SLURRY				
	SOIL TESTING				
	SPORT COURTS				
	STAKING AND ROPING OF NAOS				
	STEEL EDGING				
	STEEL GRATES				
	STREET SWEEPING				
	STRUCTURAL SOIL				
	THIRD PARTY DAMAGE OR VANDALISM				
	TRAFFIC CONTROL				
	TRASH RECEPTICLES				
	TRELLIS				
	WATER METER				
	Owner/GC will provide water to site or will reimburse Sun Valley for any expenses associated with said meter and water usage.				

INCLUDES:

Includes 2 mobilization, any additional MOB's will be charged @ \$750.00 each.

DISCLAIMER:

- Price good for 30 days. All price quotations are subject to change without notice, even after bid is accepted. Due to current market fluctuations all quotes for resin based products (including PVC Pipe) are good for 6 days, unless otherwise stated.
- Due to the volatile market and tariffs on certain materials bids are valid for 30 days. Escalations may be required on irrigation parts, piping and inert materials.
- Net 30 days unless otherwise indicated or negotiated.
- Prices good only if this proposal is made a part of the contract documents.
- Escalations may be required on any materials after 90 days from the bid date including Tree and Shrubs.
- Understand that in some case our bids may consist of special group pricing, discounts, etc. If we are asked to remove a bid item from our original quote, be advised that this may/or may not affect the bid's pricing as a whole. If the reduction of the line item is significant enough, SVL may be forced to remove our bid from the project completely. This includes even after SVL has been awarded and/or signed the contract for the project. We reserve the right at any time that these changes are being requested by the General Contractor, to make the decision whether or not we will continue on the project.

LIMITED WARRANTY:

Trees, Shrubs, Accents and Groundcover material is covered with an up to (90) day limited warranty, as long as installed and purchased through Sun Valley Landscape. Planting material newly installed will suffer some form of transplant shock, particularly during the hotter months. It is imperative that planting material receive proper care, so to minimize this stress. We will replace planting material during our maintenance period, if necessary. However, once this period end, if planting material has any issues and in need of replacement, the owner/General Contractor must provide proof that this material was properly cared for (to include sufficient water and fertilizer, as as needed). During the (90) day limited warranty period, we will only replace a tree once, should they die. Sun Valley Landscape will also advise when the best time for the replacement is to occur, choosing the most effective, optimum replacement period for the replacement. Sun Valley Landscape assumes no responsibility for replacement of planting material killed or damaged by pest, insect infestation, abnormal weather conditions, nor will we replace any planting material experiencing "seasonal die-back". Owner/General Contractor will insure proper care of all planting material, or any implied or contractual warranties will be immediately voided. WATER!!

DECOPAVERS DECOPAVERS

Vendor Code							SUNVALLEYLAN
Vendor Name							Sun Valley Lan
Vendor Phone							4808980533
Bid	Activity	Resource	Desc	Quan	Unit	Plug Price	Unit Price
110	2102110	4DECOPAV	MOBILIZATION	1.00	LS	0.0000	1.0000
1190	2001000	4DECOPAV	FLAGSTONE STEPPER	16.00	EA	100.0000	185.0000
1195	2001000	4DECOPAV	FLAGSTONE STEPPER @ SWA	14.00	EA	185.0000	185.0000
Quoted Amount							5,551
Plugged Amount							0
Bond							0
Mobilization							0
% Adjustment							0
\$ Adjustment							0
Total Adjustment							0
Totals						4,190	5,551
Diff From Plug							1,361
Total Minority							0

A 'P' beside a price indicates a plug price.
 Green background indicates that the vendor is selected.

Sun Valley Landscape
1999 W. Houston Ave, Apache Junction, AZ 85120
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Phone: (480) 898-0533
Fax: (480) 898-1864
ROC #133935



GAZELLE MEADOWS PARK RENOVATIONS - CHANDLER - 100% PLANS

BID ITEM	DESCRIPTION	QTY	UNIT	COST	TOTAL
ESCALATIONS MAY BE REQUIRED ON PVC, RESIN BASED MATERIALS AND METAL BASED MATERIALS DUE TO A VOLATILE MARKET					
DUE TO AVAILABILITY OF PLANT MATERIAL AND TREES DURING INSTALLATION, SUBSTITUTIONS MAY BE REQUIRED					
BOULDERS					
	BOULDERS - 1 X 2 X 2 - COLOR TBD	44	EA	\$350.00	\$15,400.00
	BOULDERS - 2 X 3 X 3 - COLOR TBD	15	EA	\$750.00	\$11,250.00
FLAGSTONE					
	FLAGSTONE STEPPERS - NATURAL - 2 X 2 X 4" - SAND SET	30	EA	\$185.00	\$5,550.00
INERTS					
	1 1/2" MINUS DG - COLOR TBD - 2" DEPTH	35,710	SF	\$1.20	\$42,852.00
	4" - 6" RP RAP - COLOR TBD - 6" DEPTH	626	SF	\$6.00	\$3,756.00
	1 1/4" MINUS COMPACTED DG - COLOR TBD - 4" DEPTH	3,670	SF	\$4.85	\$17,799.50
SWALE FLOWLINE					
	SWALE FLOWLINE	376	LF	\$ 6.50	\$ 2,444.00
ARTIFICIAL TURF					
	ARTIFICIAL TURF - KOOL K9	1,024	SF	\$10.00	\$10,240.00
CONTROLLER					
	CONTROLLER - BASELINE - 1000 - PEDestal MOUNTED	1	EA	\$11,703.42	\$11,703.42
	CONTROL WIRE	45,000	LF	\$0.35	\$15,750.00
	FE 8V 6 PAIR 22GA	1,100	LF	\$2.58	\$2,838.00
IRRIGATION - PIPE					
	2 1/2" MAINLINE - SCH40	3,180	LF	\$5.58	\$17,740.80
	1" SHRUB AND TREE LATERALS - SCH40	11,180	LF	\$1.13	\$12,577.50
	2" SLEEVING - SCH40	1,140	LF	\$2.93	\$3,334.50
	6" SLEEVING - SCH40	240	LF	\$17.63	\$4,230.00
	TURF LATERALS - SCH40	3,360	LF	\$2.60	\$8,736.00
IRRIGATION - VALVE/FITTINGS					
	2 1/2" GATE VALVE - NIBCO - 580 - IN 10" VALVE BOX	4	EA	\$1,958.74	\$7,834.95
	2 1/2" MASTER VALVE - BUCKNER - 3200	1	EA	\$1,219.68	\$1,219.68
	FLOW SENSOR - HUNTER - HC-150	1	EA	\$891.45	\$891.45
	1" DRIP VALVES - HUNTER - IC2-101-25 W/ FILTER, REGULATOR AND BRASS ISOLATION VALVE	11	EA	\$713.60	\$7,849.60
	1" 1 1/2" & 2" TURF VALVES - ICV-101G, 151G OR 200G - W/ BRASS ISOLATION VALVE	13	EA	\$1,003.70	\$13,048.10
	FLUSH END CAPS - SC&B - 3A-66-P/AP-100	76	EA	\$69.75	\$5,311.00
	1" QUICK-COUPLER - HUNTER - HQ-44RC - IN 10" VALVE BOX	1	EA	\$427.35	\$427.35
	AIR/VACUUM PRESSURE RELEASE	1	EA	\$1,861.23	\$1,861.23
	ROTORS - HUNTER - RD	138	EA	\$85.85	\$11,847.30
	MULTI PORT EMITTERS - IN 6" VALVE BOX - TREES	400	EA	\$52.15	\$20,860.00
	MULTI PORT EMITTERS - IN 6" VALVE BOX - SHRUBS	486	EA	\$39.70	\$19,394.40
ALLOWANCE	IRRIGATION ALLOWANCE	1	LS	\$25,000.00	\$25,000.00
GRASSES - 1 GAL					
	PINK MUHLY	102	EA	\$18.00	\$1,836.00
	DEER GRASS	107	EA	\$16.00	\$1,712.00
ACCENTS 5 GAL					
	TOOTHLESS DESERT SPOON	36	EA	\$35.00	\$1,260.00
	OCTOPUS AGAVE	39	EA	\$35.00	\$1,365.00
	BUSH MILKWEED	53	EA	\$35.00	\$1,855.00
	SMOOTH AGAVE	36	EA	\$35.00	\$1,260.00
	OUTBACK SUNRISE	34	EA	\$25.00	\$850.00
SHRUBS - 5 GAL					
	C'REOSOTE	76	EA	\$35.00	\$2,660.00
	BAJA RED FAIRY DUSTER	142	EA	\$25.00	\$3,550.00
	OUTBACK SUNRISE	64	EA	\$25.00	\$1,600.00
	DESERT LAVENDER	8	EA	\$35.00	\$280.00
	TURPENTINE BUSH	19	EA	\$35.00	\$665.00
	FALSE HEATHER	25	EA	\$35.00	\$875.00
SHRUBS - 15 GAL					
	RED BIRD OF PARADISE	17	EA	\$200.00	\$3,400.00
TREES - 34" BOX					
	RED FISH PISTACHE	24	EA	\$750.00	\$18,000.00
	ARCHWOOD - MULTI TRUNK	10	EA	\$950.00	\$9,500.00
	EVERGREEN ELM	7	EA	\$850.00	\$5,950.00
	SOUTHERN LIVE OAK	28	EA	\$750.00	\$21,000.00
	GHOST GUM	6	EA	\$950.00	\$5,700.00
	DESERT WILLOW	5	EA	\$750.00	\$3,750.00
	MULGA	7	EA	\$950.00	\$6,650.00
STOLONS					
	SOD - MIDIRON	31,914	SF	\$2.45	\$78,189.30
SALVAGE LOG					
	TREE #58 - TRIM ALL 6" OR SMALLER - USE IN LANDSCAPE	1	EA	\$850.00	\$850.00
MOBILIZATION					
	MOBILIZATION	1	LS	\$2,500.00	\$2,500.00
MISC.	TREE STAKES, FERTILIZER TABLETS, PLANTING PIT MATERIAL	1	LS	\$8,500.00	\$8,500.00
ALTERNATE:	NONE				
EXCLUDES:	ABC				
	ACTS OF GOD				
	ART AND INSTALLATION				
	BACKFLOW PREVENTER - EXISTING				
	BARRICADES				
	BENCHES				
	BERMING				
	BIKE RACKS				
	BOOSTER PUMP				
	BONDING				
	BORING				
	CLEARING				
	CONCRETE HEADER				
	CONCRETE UON				
	CURBING				
	DEMO OF TREES				
	DOG WASTE STATIONS				
	DRINKING FOUNTAINS				
	DUCTILE IRON				
	ELECTRICAL RUNS & PULL BOXES				
	ENGINEERED WOOD FIBER				
	EROSION CONTROL				
	FENCING AND INSTALLATION				
	GRADES +/- .10				

TOTAL: \$481,404.10

Sun Valley Landscape
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 ROC #133935



GAZELLE MEADOWS PARK RENOVATIONS - CHANDLER - 100% PLANS

BID ITEM	DESCRIPTION	QTY	UNIT	COST	TOTAL
	GRILLS				
	GROUTED RIP RAP				
	GRUBBING				
	HARD DIG - , IF 310 BACKHOE CANNOT DIG, THERE WILL BE AN ADDITIONAL CHARGE.				
	IF 2300DITCH WITCH TRENCHER CANNOT DIG, THERE WILL BE AN ADDITIONAL CHARGE.				
	IMPORT/EXPORT OF SOIL				
	IRRIGATION CONSULTING FEES				
	IRRIGATION FOR NATIVE SEEDING				
	MUSHROOM STEPPERS				
	NATIVE SEEDING				
	NIGHT WORK				
	OFF DUTY POLICE				
	PAVERS				
	PERMITS				
	PLAY SAND				
	PICNIC TABLES				
	PORTA JOHN MUST BE PROVIDED				
	POTS				
	PROTECT IN PLACE				
	PURPLE PIPE				
	RAIN SENSOR				
	RAMADAS				
	RELOCATES				
	RESTORATIONS				
	ROOT BARRIER				
	SALES TAX				
	SALVAGE BOULDERS				
	SALVAGE CONCRETE				
	SAW CUTTING AND PATCHING OF ASPHALT & CONCRETE				
	SEEDING				
	SHOTECREEK BANK				
	SITE DEMO				
	SITE DUST CONTROL				
	SITE FURNISHINGS				
	SLURRY				
	SOIL TESTING				
	SPORT COURTS				
	STAKING AND ROPING OF NAO'S				
	STEEL EDGING				
	STEEL GRATES				
	STREET SWEEPING				
	STRUCTURAL SOIL				
	THIRD PARTY DAMAGE OR VANDALISM				
	TRAFFIC CONTROL				
	TRASH RECEPITCLES				
	TRELIS'				
	WATER METER				
	Owner/GC will provide water to site or will reimburse Sun Valley for any expenses associated with said meter and water usage.				

INCLUDES:

Includes 2 mobilization, any additional MOB's will be charged @ \$750.00 each.

DISCLAIMER:

- Price good for 30 days. All price quotations are subject to change without notice, even after bid is accepted. Due to current market fluctuations all quotes for resin based products (including PVC Pipe) are good for 6 days, unless otherwise stated.
- Due to the volatile market and tariffs on certain materials bids are valid for 30 days. Escalations may be required on irrigation parts, piping and inert materials.
- Net 30 days unless otherwise indicated or negotiated.
- Prices good only if this proposal is made a part of the contract documents.
- Escalations may be required on any materials after 90 days from the bid date including Tree and Shrubs.
- Understand that in some case our bids may consist of special group pricing, discounts, etc. If we are asked to remove a bid item from our original quote, be advised that this may or may not affect the bid's pricing as a whole. If the reduction of the line item is significant enough, SVL may be forced to remove our bid from the project completely. This includes even after SVL has been awarded and/or signed the contract for the project. We reserve the right at any time that these changes are being requested by the General Contractor, to make the decision whether or not we will continue on the project.

LIMITED WARRANTY:

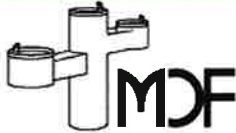
Trees, Shrubs, Accents and Groundcover material is covered with an up to (90) day limited warranty, as long as installed and purchased through Sun Valley Landscape. Planting material newly installed will suffer some form of transplant shock, particularly during the hotter months. It is imperative that planting material receive proper care, so to minimize this stress. We will replace planting material during our maintenance period, if necessary. However, once this period end, if planting material has any issues and in need of replacement, the owner/General Contractor must provide proof that this material was properly cared for (to include sufficient water and fertilizer, as as needed). During the (90) day limited warranty period, we will only replace a tree once, should they die. Sun Valley Landscape will also advise when the best time for the replacement is to occur, choosing the most effective, optimum replacement period for the replacement. Sun Valley Landscape assumes no responsibility for replacement of planting material killed or damaged by pest, insect infestation, abnormal weather conditions, nor will we replace any planting material experiencing "seasonal die-back". Owner/General Contractor will insure proper care of all planting material, or any implied or contractual warranties will be immediately voided. WATER!!

DRNKGFTN DRINKING FOUNTAIN

Vendor Code							MDF
Vendor Name							MOST DEPENDA
Vendor Phone							9018670039
Bid	Activity	Resource	Desc	Quan	Unit	Plug Price	Unit Price
5040	5040100	4PFDF	DRINKING FOUNTAIN @ PLA	1.00	EA	5,000.0000	5,875.0000
5050	5050100	4PGDFWC	DRINKING FOUNTAIN WITH	1.00	EA	10,000.0000	7,205.0000
Quoted Amount							13,080
Plugged Amount							0
Bond							0
Mobilization							0
% Adjustment							0
\$ Adjustment							0
FRT							1,850
Total Adjustment							1,850
Totals						15,000	14,930
Diff From Plug							-70
Total Minority							0

A 'P' beside a price indicates a plug price.
 Green background indicates that the vendor is selected.

Quote



**MOST DEPENDABLE
FOUNTAINS, INC.**
5705 Commander Dr. Arlington, TN 38002

Quote QTE72849
Date 12/6/2023
Page 1/1

Quoted by:

(901) 867-0039

Bill To: ACHEN-GARDNER ENGINEERING, LLC
550 SOUTH 79TH STREET
CHANDLER AZ 85226

Ship To: ACHEN-GARDNER ENGINEERING, LLC
ACHEN-GARDNER ENGINEERING, LLC
550 SOUTH 79TH STREET
CHANDLER AZ 85226

Purchase Order No.		Customer ID		Shipping Method	Payment Terms	Req Ship Date	Master No.
		480-940-4576		FEDEX FREIGHT	NET 30	0/0/0000	141,277
Quantity	Item Number	Description		UOM	Discount	Unit Price	Ext. Price
1	10145 SMSS	10145 SMSS ADA BOTTLE FILLER		EA	\$0.00000	\$4,575.00000	\$4,575.00
1	PET FTN ATT.SMS	ATTACHED PET FOUNTAIN		EA	\$0.00000	\$1,040.00000	\$1,040.00
1	TEMPLATE 10 NS	TEMPLATE 10" INTERNAL SURFACE MOUNT RING		EA	\$0.00000	\$260.00000	\$260.00
1	10145-18 SMSS	10145-18 SMSS CHILLED ADA BOTTLE FILLER		EA	\$0.00000	\$6,595.00000	\$6,595.00
1	TEMPLATE 18 NS	TEMPLATE 18 NS INTERNAL SURFACE MOUNT RING		EA	\$0.00000	\$305.00000	\$305.00

WE ACCEPT CHECK OR CREDIT CARD AT THE TIME OF
ORDER. LEAD TIME IS RUNNING UP TO 10 WEEKS QUOTED
BY SARAH PLEASE EMAIL PO TO
SARAH@MOSTDEPENDABLE.COM

Subtotal \$12,775.00

Freight \$850.00
Tax \$0.00

Total \$13,625.00

ONE YEAR WARRANTY. LABOR NOT INCLUDED
PRICES SUBJECT TO CHANGE WITHOUT NOTICE
CALIFORNIA SALES TAX IS SUBJECT TO CHANGE BASED ON SHIP TO ZIP CODE

LANDSCAPE LANDSCAPE

Vendor Code		SUNVALLEYLAN					
Vendor Name		Sun Valley Lan					
Vendor Phone		4808980533					
Bid	Activity	Resource	Desc	Quan	Unit	Plug Price	Unit Price
110	2102110	4LSCAPE	MOBILIZATION	1.00	LS	2,795.8500	2,500.0000
170	2002400	4LSCAPE	SUBCONTRACTOR BOND COS	1.00	LS	0.0000	7,224.0740
500	2002400	4LSCAPE	DEMO EXISTING TREES	12.00	EA	1,050.0000	1,050.0000
510	2002400	4LSCAPE	SALVAGE EXISTING TREES	4.00	EA	1,865.0000	2,865.0000
1050	2002400	4LSCAPE	DECOMPOSED GRANITE- 1/2	35,710.00	SF	1.2000	1.2000
1060	2002400	4LSCAPE	COMPACTED DG	3,670.00	SF	4.7500	4.8500
1070	2002400	4LSCAPE	RIP RAP, 1-3"	0.00	SF	3.8500	0.0000
1075	2002400	4LSCAPE	RIP RAP, 4-6"	626.00	SF	7.2700	6.0000
1080	2002400	4LSCAPE	SWALE FLOWLINE	376.00	LF	6.5000	6.5000
1140	2002400	4LSCAPE	ARTIFICIAL TURF	1,024.00	SF	10.0000	10.0000
1170	1170100	4LSCAPE	PLAY SAND	215.00	SF	33.2900	33.2900
6000	2002400	4LSCAPE	36" BOX TREES	87.00	EA	815.0000	810.9200
6010	2002400	4LSCAPE	PROTECT EXISTING TREE	61.00	EA	85.0000	85.0000
6020	2002400	4LSCAPE	NEW TURF	31,914.00	SF	2.4500	2.4500
6030	2002400	4LSCAPE	1 GALLON SHRUB	209.00	EA	17.0000	16.9760
6040	2002400	4LSCAPE	5 GALLON SHRUB	532.00	EA	30.0800	30.4887
6050	2002400	4LSCAPE	15 GALLON SHRUB	17.00	EA	200.0000	200.0000
6055	2002400	4LSCAPE	TREE STAKES, FERTILIZER T	1.00	LS	8,500.0000	8,500.0000
6110	2002400	4LSCAPE	1" SCH 40 PVC PIPE LATERA	6,930.00	LF	1.9500	1.1300
6115	2002400	4LSCAPE	1" SCH 40 PVC PIPE LATERA	4,250.00	LF	1.9500	1.1300
6120	2002400	4LSCAPE	21/2" SCH 40 PVC PIPE MAIN	3,180.00	LF	6.6500	5.5800
6130	2002400	4LSCAPE	BUCKNER SUPERIOR MASTER	1.00	EA	1,020.2300	1,219.6800
6135	2002400	4LSCAPE	BASELINE 1000 CONVENTIO	1.00	EA	11,142.8000	11,703.4200
6140	2002400	4LSCAPE	CONTROL WIRE SEPERATION	45,000.00	LF	0.3500	0.3500
6145	2002400	4LSCAPE	PE89 6 PAIR 22 GA	1,100.00	LF	2.5800	2.5800
6150	2002400	4LSCAPE	CRISPIN AIRVAC RELEASE AS	1.00	EA	1,691.4300	1,861.2300
6160	2002400	4LSCAPE	HUNTER(DRIP ZONE) ICZ-10	11.00	EA	861.8000	713.6000
6170	2002400	4LSCAPE	HUNTER FLOW SENSOR	1.00	EA	795.1500	891.4500
6180	2002400	4LSCAPE	HUNTER REMOTE CONTROL	13.00	EA	495.0800	1,003.7000
6190	2002400	4LSCAPE	HUNTER ROTORS ADJUSTME	138.00	EA	91.7300	85.8500
6192	2002400	4LSCAPE	MULTI-PORT EMITTERS (TRE	402.00	EA	39.2300	52.1600
6194	2002400	4LSCAPE	MULTI-PORT EMITTERS (SHR	486.00		36.7300	39.9000
6200	2002400	4LSCAPE	NIBCO GATE VALVE	4.00	EA	1,730.3300	1,958.7400
6205	2002400	4LSCAPE	FLUSH END CAPS	16.00	EA	69.7500	69.7500
6210	2002400	4LSCAPE	2" SCH. 40 PVC SLEEVE	1,140.00	LF	3.4300	2.9300
6215	2002400	4LSCAPE	6" SCH 40 PVC SLEEVE	240.00	LF	20.3300	17.6300
6220	2002400	4LSCAPE	SCH 40 PVC LATERAL FOR T	3,360.00	LF	2.5000	2.6000
6230	2002400	4LSCAPE	HUNTER 1" QUICK COUPLER	1.00	EA	627.3500	627.3500
Quoted Amount		467,257					
Plugged Amount		0					

A 'P' beside a price indicates a plug price.

Green background indicates that the vendor is selected.

Bond		0	
Mobilization		0	
% Adjustment		0	
\$ Adjustment		0	
ADD A	TAKEOFF 1-15	0	
ADD B	TAKEOFF 16	0	
BASE BID	ADDSER TO GET TO BASE BID	0	
Total Adjustment		0	
Totals	457,503	467,257	
Diff From Plug		9,754	
Total Minority		0	

Sun Valley Landscape
1999 W. Houston Ave, Apache Junction, AZ 85120
Air Force Veteran Owned and Operated
Phone: (480) 898-0533
Fax: (480) 898-1864
ROC #133935



GAZELLE MEADOWS PARK RENOVATIONS - CHANDLER - 100% PLANS

BID ITEM	DESCRIPTION	QTY	UNIT	COST	TOTAL
ESCALATIONS MAY BE REQUIRED ON PVC, RESIN BASED MATERIALS AND METAL BASED MATERIALS DUE TO A VOLATILE MARKET					
DUE TO AVAILABILITY OF PLANT MATERIAL AND TREES DURING INSTALLATION, SUBSTITUTIONS MAY BE REQUIRED					
BOULDERS					
	BOULDERS - 1 X 2 X 2 - COLOR TBD	44	EA	\$350.00	\$15,400.00
	BOULDERS - 2 X 3 X 3 - COLOR TBD	15	EA	\$750.00	\$11,250.00
FLAGSTONE					
	FLAGSTONE STEPPERS - NATURAL - 2 X 2 X 4" - SAND SET	30	EA	\$185.00	\$5,550.00
INERTS					
	1/2" MINUS DG - COLOR TBD - 2" DEPTH	35,710	SF	\$1.20	\$42,852.00
	4" - 6" RIP RAP - COLOR TBD - 4" DEPTH	626	SF	\$6.00	\$3,756.00
	1/4" MINUS COMPACTED DG - COLOR TBD - 4" DEPTH	3,670	SF	\$4.85	\$17,799.50
SWALE FLOWLINE					
	SWALE FLOWLINE	376	LF	\$ 6.50	\$ 2,444.00
ARTIFICIAL TURF					
	ARTIFICIAL TURF - KOOOL K9	1,024	SF	\$10.00	\$10,240.00
CONTROLLER					
	CONTROLLER - BASELINE - 1000 - FEDESTAL MOUNTED	1	EA	\$11,703.42	\$11,703.42
	CONTROL WIRE	45,000	LF	\$0.35	\$15,750.00
	P E 89 6 PAIR 22GA	1,100	LF	\$2.58	\$2,832.50
IRRIGATION - PIPE					
	2 1/2" MAINLINE - SCH40	3,180	LF	\$5.58	\$17,740.83
	1" SHRUB AND TREE LATERALS - SCH40	11,180	LF	\$1.13	\$12,577.50
	2" SLEEVING - SCH40	1,140	LF	\$2.93	\$3,334.50
	6" SLEEVING - SCH40	240	LF	\$17.63	\$4,230.00
	TURF LATERALS - SCH40	3,360	LF	\$2.60	\$8,736.00
IRRIGATION - VALVE/FITTINGS					
	2 1/2" GATE VALVE - NIBCO - 580 - IN 10" VALVE BOX	4	EA	\$1,958.74	\$7,834.95
	2 1/2" MASTER VALVE - BUCKNER - 3200	1	EA	\$1,219.48	\$1,219.48
	FLOW SENSOR - HUNTER - HD-150	1	EA	\$891.45	\$891.45
	1" DRIP VALVES - HUNTER - HD-101-25 W/ FILTER, REGULATOR AND BRASS ISOLATION VALVE	11	EA	\$713.60	\$7,849.60
	1" 1 1/2" & 2" TURF VALVES - HDV-101G, 151G OR 200G - W/ BRASS ISOLATION VALVE	13	EA	\$1,003.70	\$13,048.10
	FLUSH END CAPS - 306AR - J444-P/AR-100	16	EA	\$69.75	\$1,116.00
	1" QUICKCOUPLER - HUNTER - HQ-44RC - IN 10" VALVE BOX	1	EA	\$627.35	\$627.35
	AIR/VACUUM PRESSURE RELEASE	1	EA	\$1,861.23	\$1,861.23
	ROTORS - HUNTER - 100	138	EA	\$65.85	\$9,087.30
	MULTI PORT EMITTERS - IN 6" VALVE BOX - TREES	402	EA	\$52.15	\$20,964.30
	MULTI PORT EMITTERS - IN 6" VALVE BOX - SHRUBS	486	EA	\$39.90	\$19,391.40
ALLOWANCE	IRRIGATION ALLOWANCE	1	LS	\$25,000.00	\$25,000.00
GRASSES - 1 GAL					
	PINK MOLEY	102	EA	\$12.00	\$1,224.00
	DEER GRASS	107	EA	\$16.00	\$1,712.00
ACCENTS 5 GAL					
	TOOTHLESS DESERT SPOON	36	EA	\$35.00	\$1,260.00
	OCTOPUS AGAVE	39	EA	\$35.00	\$1,365.00
	RUSH MILKWEED	33	EA	\$35.00	\$1,155.00
	SMOOTH AGAVE	36	EA	\$35.00	\$1,260.00
	OUTBACK SUNRISE	34	EA	\$25.00	\$850.00
SHRUB - 5 GAL					
	CREOSOTE	76	EA	\$35.00	\$2,660.00
	BAJA RED FAIRY DUSTER	142	EA	\$25.00	\$3,550.00
	OUTBACK SUNRISE	64	EA	\$25.00	\$1,600.00
	DESERT LAVENDER	8	EA	\$35.00	\$280.00
	TURPENTINE BUSH	19	EA	\$35.00	\$665.00
	FALSE HEATHER	25	EA	\$35.00	\$875.00
SHRUB - 15 GAL					
	RED BIRD OF PARADISE	17	EA	\$200.00	\$3,400.00
TREES - 36" BOX					
	RED PINE PISTACHE	24	EA	\$750.00	\$18,000.00
	IRONWOOD - MULTITRUNK	10	EA	\$950.00	\$9,500.00
	EVERGREEN ELM	7	EA	\$850.00	\$5,950.00
	SOUTHERN LIVE OAK	28	EA	\$750.00	\$21,000.00
	DRIST QUIN	6	EA	\$950.00	\$5,700.00
	DESERT WILLOW	5	EA	\$750.00	\$3,750.00
	MULGA	7	EA	\$950.00	\$6,650.00
STOLONS					
	SOD - MIDIRON	31,914	SF	\$2.45	\$78,189.30
SALVAGE LOG					
	TREE #58 - TRIM ALL 6" OR SMALLER - USE IN LANDSCAPE	1	EA	\$850.00	\$850.00
MOBILIZATION					
	MOBILIZATION	1	LS	\$2,500.00	\$2,500.00
MISC.	TREE STAKES, FERTILIZER TABLETS, PLANTING PIT MATERIAL	1	LS	\$8,500.00	\$8,500.00
ALTERNATE:	NONE				
EXCLUDES:					
	ABC				
	ACTS OF GOD				
	ART AND INSTALLATION				
	BACKFLOW PREVENTER - EXISTING				
	BARRICADES				
	BENCHES				
	BERMING				
	BIKE RACKS				
	BOOSTER PUMP				
	BONDING				
	BORING				
	CLEARING				
	CONCRETE HEADER				
	CONCRETE UON				
	CURBING				
	DEMO OF TREES				
	DOG WASTE STATIONS				
	DRINKING FOUNTAINS				
	DUCTILE IRON				
	ELECTRICAL RINS & PULL BOXES				
	ENGINEERED WOOD FIBER				
	EROSION CONTROL				
	FENCING AND INSTALLATION				
	GRADES +/- .10				

Sun Valley Landscape
 1999 W. Houston Ave. Apache Junction, AZ 85120
 Air Force Veteran Owned and Operated
 Phone: (480) 898-0533
 Fax: (480) 898-1864
 ROC #133935



GAZELLE MEADOWS PARK RENOVATIONS - CHANDLER - 100% PLANS

BID ITEM	DESCRIPTION	QTY	UNIT	COST	TOTAL
	GRILLS				
	GROUTED RIP RAP				
	GRUBBING				
	HARD DIG - , IF 310 BACKHOE CANNOT DIG, THERE WILL BE AN ADDITIONAL CHARGE.				
	IF 2300DITCH WITCH TRENCHER CANNOT DIG, THERE WILL BE AN ADDITIONAL CHARGE.				
	IMPORT/EXPORT OF SOIL				
	IRRIGATION CONSULTING FEES				
	IRRIGATION FOR NATIVE SEEDING				
	MUSHROOM STEPPERS				
	NATIVE SEEDING				
	NIGHT WORK				
	OFF DUTY POLICE				
	PAVERS				
	PERMITS				
	PLAY SAND				
	PICNIC TABLES				
	PORTA JOHN MUST BE PROVIDED				
	POTS				
	PROTECT IN PLACE				
	PURPLE PIPE				
	RAIN SENSOR				
	RAMADAS				
	RELOCATES				
	RESTORATIONS				
	ROOT BARRIER				
	SALES TAX				
	SALVAGE BOULDERS				
	SALVAGE CONCRETE				
	SAW CUTTING AND PATCHING OF ASPHALT & CONCRETE				
	SEEDING				
	SHOTECREEK BANK				
	SITE DEMO				
	SITE DUST CONTROL				
	SITE FURNISHINGS				
	SLURRY				
	SOIL TESTING				
	SPORT COURTS				
	STAKING AND ROPING OF NAOS				
	STEEL EDGING				
	STEEL GRATES				
	STREET SWEEPING				
	STRUCTURAL SOIL				
	THIRD PARTY DAMAGE OR VANDALISM				
	TRAFFIC CONTROL				
	TRASH RECEPTICLES				
	TRELLIS				
	WATER METER				
	Owner/GC will provide water to site or will reimburse Sun Valley for any expenses associated with said meter and water usage.				

INCLUDES:

Includes 2 mobilization, any additional MOB's will be charged @ \$750.00 each.

DISCLAIMER:

- Price good for 30 days. All price quotations are subject to change without notice, even after bid is accepted. Due to current market fluctuations all quotes for resin based products (including PVC Pipe) are good for 6 days, unless otherwise stated.
- Due to the volatile market and tariffs on certain materials bids are valid for 30 days. Escalations may be required on irrigation parts, plasma and inert materials.
- Net 30 days unless otherwise indicated or negotiated.
- Prices good only if this proposal is made a part of the contract documents.
- Escalations may be required on any materials after 90 days from the bid date including Tree and Shrubs.
- Understand that in some case our bids may consist of special group pricing, discounts, etc. If we are asked to remove a bid item from our original quote, be advised that this may or may not affect the bid's pricing as a whole. If the reduction of the line item is significant enough, SVL may be forced to remove our bid from the project completely. This includes even after SVL has been awarded and/or signed the contract for the project. We reserve the right at any time that these changes are being requested by the General Contractor, to make the decision whether or not we will continue on the project.

LIMITED WARRANTY:

Trees, Shrubs, Accents and Groundcover material is covered with an up to (90) day limited warranty, as long as installed and purchased through Sun Valley Landscape. Planting material newly installed will suffer some form of transplant shock, particularly during the hotter months. It is imperative that planting material receive proper care, so to minimize this stress. We will replace planting material during our maintenance period, if necessary. However, once this period end, if planting material has any issues and in need of replacement, the owner/General Contractor must provide proof that this material was properly cared for (to include sufficient water and fertilizer, as as needed). During the (90) day limited warranty period, we will only replace a tree once, should they die. Sun Valley Landscape will also advise when the best time for the replacement is to occur, choosing the most effective, optimum replacement period for the replacement. Sun Valley Landscape assumes no responsibility for replacement of planting material killed or damaged by pest, insect infestation, abnormal weather conditions, nor will we replace any planting material experiencing "seasonal die-back". Owner/General Contractor will insure proper care of all planting material, or any implied or contractual warranties will be immediately voided. WATER!!

PARK FURNI PARK FURNISHINGS

Vendor Code							EXERPLAY
Vendor Name							EXERPLAY
Vendor Phone							
Bid	Activity	Resource	Desc	Quan	Unit	Plug Price	Unit Price
5010	5010100	4PFBBQ	BBQ GRILL	6.00	EA	659.3363	497.0000
5020	5020100	4PFTR	TRASH RECEPTACLE	19.00	EA	1,371.3400	1,033.7000
5100	5100100	4PFB	6' BENCH WITH BACK AND C	15.00	EA	2,556.4207	1,927.0000
5110	5110100	4PFPT	CLASSIC PICNIC TABLE	4.00	EA	3,260.8626	2,458.0000
5120	5120100	4PFPTADA	CLASSIC PICNIC TABLE, ADA	2.00	EA	3,071.1541	2,315.0000
5130	5130100	4PFPTADA	REGAL PEDESTAL PICNIC TA	2.00	EA	2,662.5513	2,007.0000
5140	5140100	4PFPT	REGAL PEDESTAL PICNIC TA	4.00	EA	2,845.6266	2,145.0000
5180	5180100	4PF8MS	LSI 8" MUSHROOM STEPPER	3.00	EA	1,591.9589	1,200.0000
5190	5190100	4PF16MS	LSI 16" MUSHROOM STEPPER	3.00	EA	1,591.9589	1,200.0000
5200	5200100	4PF24MS	LSI 24" MUSHROOM STEPPER	2.00	EA	2,096.0793	1,580.0000
5220	5220100	4PFWPB	LSI WOBBLE PAD BOUNCER	3.00	EA	2,600.1996	1,960.0000
5230	5230100	4PFCS	LSI CURVA SPINNER	2.00	EA	3,177.2847	2,395.0000
5240	5240100	4PFCLS	LSI CHILL SPINNER	1.00	EA	3,475.7770	2,620.0000
5250	5250100	4PFSS	LSI STANDUP SEESAW	1.00	EA	4,291.6560	3,235.0000
5310	5310100	4PFSWM	SWING WEAR MAT	4.00	EA	573.1052	432.0000
5320	5320100	4PFBBA	BASKETBALL POST, BACKBO	2.00	EA	5,695.2331	4,423.0000
Quoted Amount							116,042
Plugged Amount							0
Bond							0
Mobilization							0
% Adjustment							0
\$ Adjustment							0
FRT							0
FRTL SI		FRT LSI					3,510
FRTSF		FRT WEBCOAT SITE FURNISHINGS					9,696
INSTLSI		INSTALL LSI					8,695
INSTSF		INSTALL WEBCOAT SITE FURNISHINGS					16,905
Total Adjustment							38,806
Totals		153,601					154,848
Diff From Plug							1,248
Total Minority							0

A 'P' beside a price indicates a plug price.
 Green background indicates that the vendor is selected.



Proposal

Q001563

Please Issue Purchase Order to:

Exerplay, Inc
PO Box 1160, Cedar Crest, NM 87008
fax to 505-281-0155

Proposal Date	Salesperson
4/8/2024	Kevin Solomon 480-323-0337 kevin@exerplay.com

Chandler, City of; Gazelle Meadows Park Renovation

Quantity	Item Code	Description	Unit Price	DISC.	Total Extended
LANDSCAPE STRUCTURES, INC.					
3.00	171570A	Mushroom Stepper 16" (DB Only), Design 23650A	1,200.00		3,600.00
2.00	171572A	Mushroom Stepper 24" (DB Only), Design 23650A	1,580.00		3,160.00
3.00	171568A	Mushroom Stepper 8" (DB Only), Design 23650A	1,200.00		3,600.00
1.00	247189A	Chill Spinner Direct Bury, Design 23650A	2,620.00		2,620.00
2.00	247179A	Curva Spinner (DB Only), Design 23650A	2,395.00		4,790.00
1.00	148638A	Stand-Up Seesaw Direct Bury, Design 23650A	3,235.00		3,235.00
3.00	158105A	Wobble Pod Bouncer (DB Only), Design 2365A	1,960.00		5,880.00
1.00	FREIGHT	Freight/Shipping Charges (150-23-1654)	3,510.00		3,510.00
1.00	CEC-INSTALL	Installation of Playground Equipment (09048-1)	8,695.00		8,695.00
Current lead time on play equipment is September 2024					
SCENIC SHELTERS					
1.00	SHELTER	20' x 20' Steel Open Gable, SOG2020-CUS, 24 ga. multi-rib metal roof, 4:12 roof pitch, 10' Eave for Exposed 3' Pier, Powder coated steel frame(Standard colors only **Upcharge for custom colors), Zinc plated fasteners, Tubular steel frame utilizes hidden hidden bolts & fasteners where possible, Electrical Provisions: N/A - NOTE - Lead time for Ramadas is approximately 10 weeks, anchor bolts and permits by others.	18,645.00		18,645.00
1.00	ENGINEERING	Structural Calculations - NOTE - Lead time for Structural Calcs is approximately 3-4 weeks	1,250.00		1,250.00
1.00	FREIGHT	Freight/shipping charges (55689)	4,927.00		4,927.00
1.00	CEC-INSTALL	Installation of Ramada (excludes footers, masonry & permits) (09048-1)	9,550.00		9,550.00
SITE FURNISHINGS					
6.00	GPS20	Rotating Grill, In-Ground Mount	497.00		2,982.00
19.00	TR32CLASSIC	32 Gallon Classic Standard Trash Receptacle, Receptacle Only	670.00		12,730.00
19.00	FLATTOP32-HW	Flat Top for 32 Gallon Receptacles	187.00		3,553.00
19.00	LINER32-BLACK	Plastic Liner - Black Color	83.20		1,580.80
19.00	TR-SM-HW	Surface Mounting Kit for All Models	93.50		1,776.50
15.00	B6WBCLASSIC	6' Portable Classic Bench with Back	1,927.00		28,905.00
4.00	T46CLASSPEDS	46" Classic Square Pedestal Table with 4 Attached	2,458.00		9,832.00
2.00	T46CLASSPED-3SADA	46" x 57" Classic Accessible Square Pedestal Table with 3 Attached Seats, In-Ground Mount	2,315.00		4,630.00
2.00	T8RCDBLPEDHDCPS	8' Regal Accessible Rectangular (Double) Pedestal	2,007.00		4,014.00
4.00	T6RCPEDHDCPS	6' Regal Accessible Rectangular Pedestal Table, In-Ground Mount	2,145.00		8,580.00
1.00	FREIGHT	Freight/Shipping Charges (QU00281973)	9,696.00		9,696.00
1.00	CEC-INSTALL	Installation of Webcoat Site Furnishings (09048-1)	16,905.00		16,905.00



Proposal

Q001563

Please Issue Purchase Order to:

Exerplay, Inc
PO Box 1160, Cedar Crest, NM 87008
fax to 505-281-0155

Proposal Date	Salesperson
4/8/2024	Kevin Solomon 480-323-0337 kevin@exerplay.com

Chandler, City of; Gazelle Meadows Park Renovation

Quantity	Item Code	Description	Unit Price	DISC.	Total Extended
2.00	SITE FURNISHINGS	GN45-5 • 4.5" 5' EXT GN W/PLATE & BRACES	1,062.00		2,124.00
2.00	1342B	42 x 72 Rectangular Fiberglass Backboard with Orange Red Mold	813.00		1,626.00
2.00	8800	Endurance Breakaway Slam Goal with Nylon Net	239.00		478.00
1.00	FREIGHT	Freight/Shipping Charges (020689-00)	1,740.00		1,740.00
2.00	CEC-INSTALL	Installation of Sports Equipment (09048-1)	1,435.00		2,870.00
SAFETY SURFACING					
565.00	EWf	Engineered Wood Fiber, priced per cu/yd (6807 SF at 18" Depth)	25.00		14,125.00
6.00	FREIGHT	Freight/Shipping Charges, Priced per Truck Load (14630)	1,262.00		7,572.00
6.00	SURFACING	DL6 • WOODCARPET FABRIC 5X300	266.00		1,596.00
1.00	CEC-INSTALL	Installation of Engineered Wood Fiber, 6807 SF at 18" Depth and GeoTek Fabric (09048-1)	14,115.00		14,115.00
4.00	SITE FURNISHINGS	3' x 5' x 2" Swing Wear Mat - Black	189.00		756.00
1.00	FREIGHT	Freight/Shipping Charges (67202 R1)	611.00		611.00
4.00	CEC-INSTALL	Installation of Wear Mats (09048-1)	101.00		404.00
1.00	SURFACING	Provide & Install 1023 SF Sqft CP Kid Play 60oz Antimicrobial Yarn System with Fall Safe 1" rubber buffings systems w/ nailer boards (26514) Note: Turf includes subbase, not concrete	23,740.00		23,740.00
1.00	CEC-INSTALL	Add Option: Temporary fence, chain-link. Fencing is a deterrent only. Project owner is responsible for site security. CEC is not liable for theft or vandalism that occurs even if temporary fencing is provided. 392 LF Play Area only (Contiguous)	4,865.00		4,865.00
1.00	CEC-INSTALL	Add Option: Hire private line locator (Local) *Pricing reflects single, concurrent mobilization. Additional mobilization will incur a minimum cost of \$975.00 each.	975.00		975.00
THIS PROPOSAL IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS			Subtotal		256,243.30
Taxes subject to change			Tax Total:		0.00
Proposal prepared by: Ashley Gonzales			Total		256,243.30



Proposal

Q001563

Please Issue Purchase Order to:

Exerplay, Inc
PO Box 1160, Cedar Crest, NM 87008
fax to 505-281-0155

Proposal Date	Salesperson
4/8/2024	Kevin Solomon 480-323-0337 kevin@exerplay.com

Chandler, City of; Gazelle Meadows Park Renovation

Quantity	Item Code	Description	Unit Price	DISC.	Total Extended
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Accepted by:

Print Name:

Signature:

Date:

P.O. BOX 1160 Cedar Crest, NM 87008

1-800-457-5444

Exerplay.com

Fax 505-281-0155

Page: 3 of 5



General Terms and Conditions:

Pricing for all listed items is good for 30 days from date of quote. ExerPlay reserves the right to revise pricing if any quote approvals are received after the 30-day timeframe, or if any portion of the quote is changed or removed. This may result in a delay in ordering materials for this project.

Pricing is for the listed items only and unless specifically shown on the quote, does not include freight, installation, engineering, offloading, storage, security, site preparation, permitting, security/temporary fencing, hard dig conditions, saw cutting, core drilling, field painting, electrical, concrete slabs, masonry work, ABC compaction, curbing, hand digging, excavation, spoil & waste removal, certification classes, background checks/badging, private line locating, or any applicable taxes or bonds. To obtain a performance/payment bond, please add 3.5% of the total to this quote.

Any necessary permits (federal, state, and/or local building) or special inspections are the responsibility of the General Contractor or End Owner.

Any applicable taxes shown on the quote are calculated based on state, city or county rates and project-specific requirements. Any Requests to remove taxes are subject to approval and MUST include an applicable tax-exempt certificate.

Please provide a signed quote, Purchase Order, or Contract to request an order. Further information such as shipping, colors, contact info, etc., may be needed before an order can be placed. Contract terms are subject to review and approval.

Notwithstanding anything to the contrary in any Contract Documents, ExerPlay shall have no duty to defend or indemnify Owner, Customer, or any other party for that portion of any claim arising out of the sole negligence of the indemnified party.

Owner or General Contractor understands that estimated shipment times for materials are subject to change due to manufacturer lead times. Please communicate your project schedule, including any liquidated damages, to ExerPlay prior to ordering. ExerPlay shall not be liable for any loss caused by the timing of delayed shipments.

Billing and Payment Terms:

Current Customers: Unless otherwise negotiated and agreed upon, ExerPlay's payment terms are Net 30 from the date of the invoice, with approved credit; and Net 45 for contracted projects. ExerPlay's process is to bill the customer when the equipment ships. Surfacing and installation are billed upon completion. Bonds are billed when ordered. Late payments may be subject to finance fees and/or legal action.

New Customers: New customers may be required to pay a deposit on equipment at time of order. Deposit amount to be determined, based on credit. The remainder of that equipment, including freight, will be billed when it ships. Surfacing and installation are billed upon completion. Bonds are billed when ordered.

If paying by credit card, there will be a 3.5% fee added to the invoice.

Installation Terms:

If installation is included on the quote, the following guidelines must be followed:

1. It is recommended that any Landscape Structures Equipment be installed by a certified Landscape Structures installer, and that all other equipment be installed by a CPSI Certified installer. ExerPlay reserves the right to request proof of certification.
2. Playground equipment MUST be installed over ADA compliant wood fiber or rubber surfacing. This area is not ADA compliant without surfacing and an accessible route up to and into the playground area. Please contact us for more information.
3. Installation price does NOT include prevailing wages, Davis-Bacon wages, or TERO wages unless otherwise specified. Any changes in wage requirements at time of order are subject to updated pricing.
4. Installation price is based on normal soil conditions. Unusual or hard dig soil conditions that require the use of a jack hammer, or other such equipment, will incur additional charges by reason of such conditions and supervisory fee, and for an extension of the time of completion. Installation price does not include removal of anything which may hinder installation of equipment, unless otherwise specified on our quote.
5. If Hard Dig conditions are known, please advise so we can quote accordingly to avoid any delays or additional fees. Hard Dig conditions will be considered anything that cannot be excavated with a standard Bobcat mounted hydraulic auger. Hard Dig conditions will require a change order at a Time & Material rate. If an auger truck is required to complete digging, it will be at the expense of the General Contractor or Owner, if a spoil report is not provided at the time of quoting.



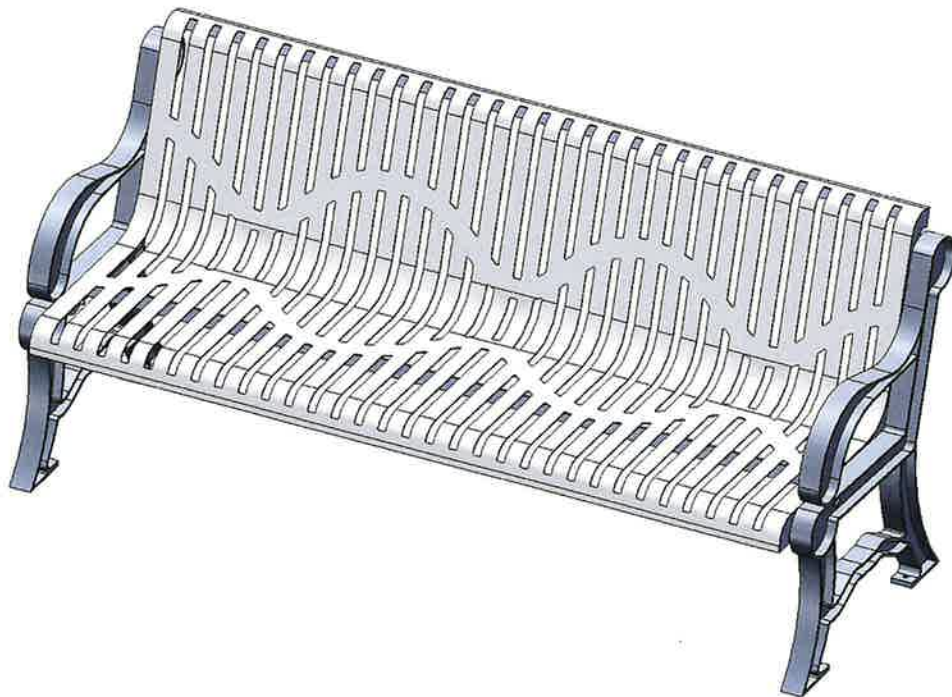
6. Finish grade is to be provided by others prior to arrival of installer.
7. Installer must have free and clear access to the install location(s). The installer is not responsible for damage done to existing surfacing/ landscaping that may occur when equipment & vehicles are being used in the normal course of construction. Reasonable access to the job site for a Bobcat is assumed as a part of this quote.
8. Line-item pricing is for informational purposes only and is based upon being awarded the total project. All items are to be installed concurrently if specific areas are not ready for installation, and an additional mobilization fee will be required via Change order unless otherwise specified on the quote.
9. If any materials need to be unloaded on site by the installer, unloading must be coordinated at the same time as the installation. If special arrangements need to be made, an additional trip charge for unloading may apply.
10. Our installation team will call 811 to conduct a line location service; however, often-times they do not mark lines on the actual property where the installation will be done. The owner is responsible for blue-staking the job site and staking out any underground utilities prior to installation. Owner is responsible should damage occur.
11. Neither ExerPlay nor Installers are responsible for vandalism, theft of equipment or subsequent repairs or replacement. Security fencing can be provided upon request and added to the quote.
12. The job site MUST be ready, and area leveled, when the installer arrives to begin the job, unless specifically noted on the quote. Any downtime or site delays caused by Owner or General Contractor will incur additional fees.
13. If equipment is to be shipped to the installer's yard, it will be held for a maximum of 6 months from delivery, with intent to install in that time frame; otherwise, storage fees may occur.

General Contractor is responsible for:

1. Adequate storage and layout area as well as security of equipment while on site.
2. Water, power, sanitary facilities, and trash container on site.
3. Free and clear vehicle access to site and all areas under the scope of work.
4. Movement of any utilities conflicting with the installation of the equipment (installer is not responsible for landscape irrigation).
5. Once the installers are on site, any delays or additional work incurred by the installation crew and caused by others (owners or other contractors) will be charged on a cost-plus basis.
6. Any additional costs, i.e. demolition, relocation, excavation, surfacing materials, and labor due to abnormal soil conditions, are not included in price.
7. Please notify ExerPlay of any changes immediately. If any changes are made which we are not aware of, and which alter the installation, then all additional costs will be passed on to the GC.

Site Amenities

BY SUPERIOR RECREATIONAL PRODUCTS



Model #
B6WBCCLASSIC

S SUPERIOR[®]
RECREATIONAL PRODUCTS
A PLAYCORE Company

PRODUCT SPECIFICATIONS

B6WBCLASSIC 6 Ft. Villa Bench With Back

Seats: Seat is fabricated from a 11ga laser cut plate. Seat is supported with 11ga plates. All electrically MIG welded.

Coating: Oven fused functionalized polyethylene copolymer-based thermoplastic. Fluidized bed coating application with superior mechanical performance, impact resistance and UV-stability.

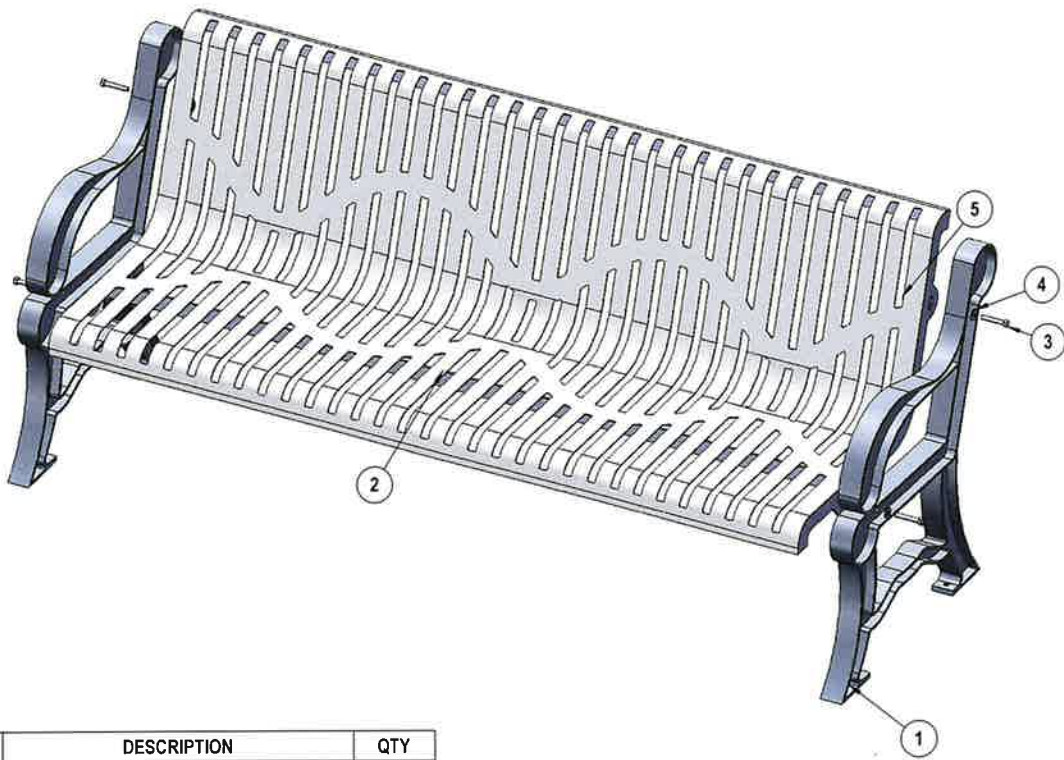
Frame: Legs are cast aluminum.

Frame Coating: Electrostatic powder coated application oven cured.

Dimensions: 6' bench without back. Seats are 27-9/16" wide x 72" long. Seat height is 16-9/16". Overall dimensions are 28-9/16" x 76" x 33-11/16".

COMPONENTS

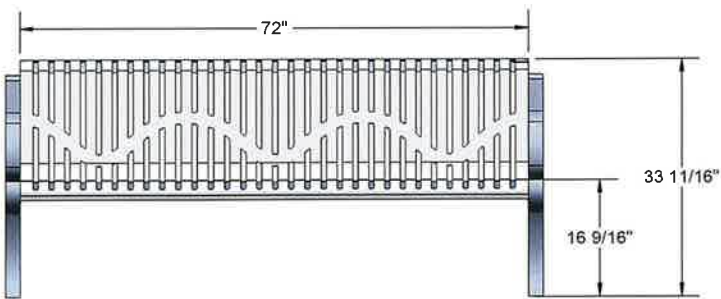
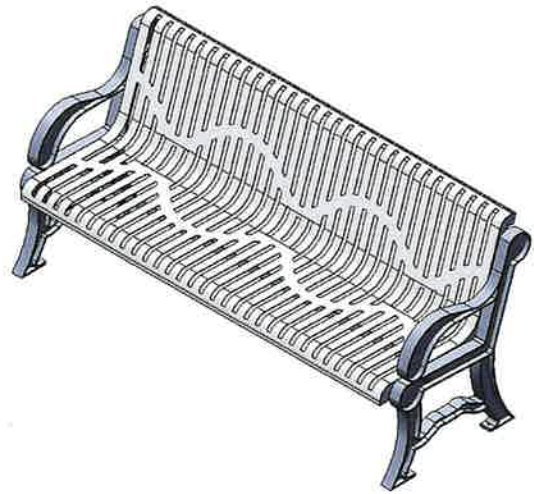
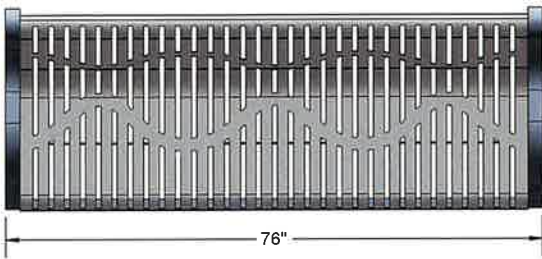
Attach the legs to the seat as shown using specified hardware.



ITEM NO.	PartNo	DESCRIPTION	QTY
1	FBWBVILLA	Finished Villa Frame (coated)	2
2	01-01-1364	6' SRP contour classic seat	1
3	33-05-0059	3/8" x 2 1/4" Machine Bolt (SS)	4
4	33-02-0008	3/8" Flat Washer (SS)	8
5	33-03-0013	3/8" Kep Nut (SS)	4

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A PLAYCORE Company

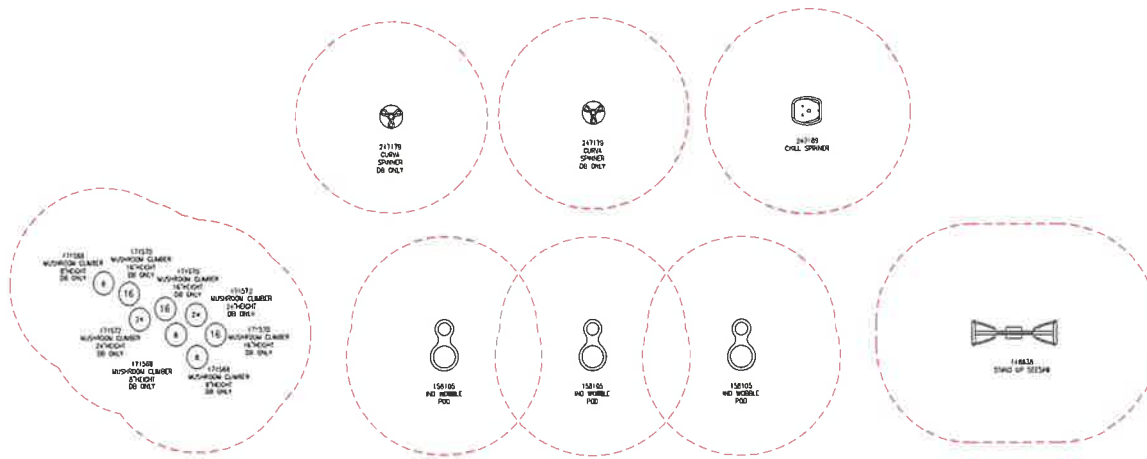
OVERALL DIMENSIONS



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NOTE:
DESIGN ASSUMES THAT THE
SITE IS LEVEL, OR DOES NOT
EXCEED A 2% GRADE CHANGE
OVER THE ENTIRE AREA.

NOTE:
SLIDES SHOULD NOT FACE
THE HOT AFTERNOON SUN



Free-standing Play
10-12 years old
Max Fall Height: 27 inches

TOTAL ELEVATED PLAY COMPONENTS	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	0	REQUIRED	0
TOTAL ALLIGATOR SLIDES (COMPONENTS)	15	REQUIRED	15
TOTAL ALLIGATOR SLIDES (COMPONENTS)	15	REQUIRED	15

exerplay



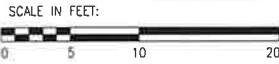
THIS PLAY AREA & EQUIPMENT IS
DESIGNED FOR AGES 5-12 YEARS
SAFETY DISTANCE NOTED ON PLAN

IF THE MANUFACTURER'S CHARTER
THIS PLAY AREA DOES CONFORM TO
THE ADA ACCESSIBILITY STANDARDS,
ASSURING AN ACCESSIBLE PLAYING
SURFACE IS PROVIDED AS NOTED ON
WHEN THE EXISTING USE IS

THIS CONCEPTUAL PLAN HAS BASED ON
INFORMATION AVAILABLE TO US PRIOR TO
CONSTRUCTION. IT DOES NOT GUARANTEE
INCLUDING SITE CONDITIONS, TOPOGRAPHY,
EXISTING UTILITIES, SOIL CONDITIONS, AND
CLIMATE. EQUIPMENT SHOULD BE DESIGNED
TO BE USED IN THE PLAY AREA.
PLEASE VERIFY ALL DIMENSIONS OF PLAY
AREA, UTILITIES, AND LOCATION OF
ALL EXISTING UTILITIES. EQUIPMENT
SITE FURNISHINGS SHOULD BE DESIGNED
TO BE USED IN THE PLAY AREA.
PLEASE VERIFY ALL DIMENSIONS OF PLAY
AREA, UTILITIES, AND LOCATION OF
ALL EXISTING UTILITIES. EQUIPMENT
SITE FURNISHINGS SHOULD BE DESIGNED
TO BE USED IN THE PLAY AREA.

DESIGNED BY
JDC
COPYRIGHT: 27 NOV 2023
EXERPLAY, INC.
1300 N. 10TH AVE. SUITE 1
PHOENIX, AZ 85016
PH: 1-800-531-5444 FAX: 1-800-531-5444

Date: Review Drawing # Initials



Gazelle Meadows
Park Renovation
Chandler AZ

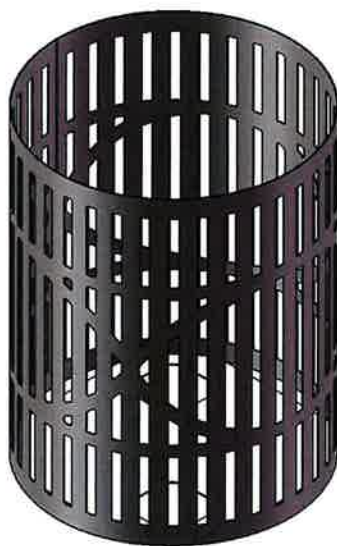
ExerPlay, Inc.
Kevin Solomon

SYSTEM TYPE:
FS
DRAWING #:
23650A



Site Amenities

BY SUPERIOR RECREATIONAL PRODUCTS



Model # TR32CLASSIC

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RECREATIONAL PRODUCTS
A PLAYCORE Company

PRODUCT SPECIFICATIONS

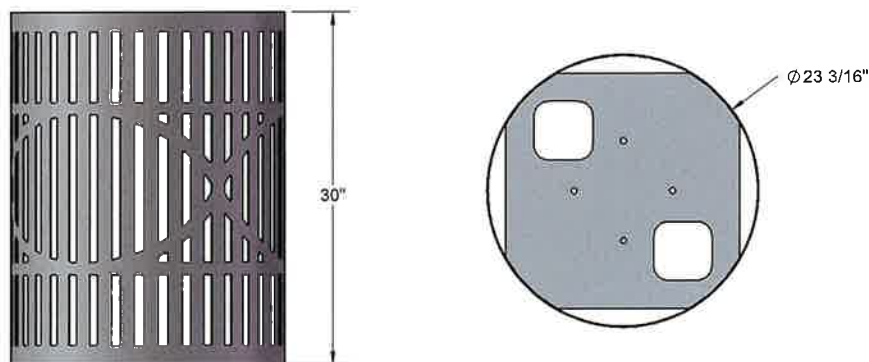
W-32 32 GALLON TRASH RECEPTACLE

Receptacle Coating: Oven fused functionalized polyethylene copolymer-based thermoplastic. Fluidized bed coating application with superior mechanical performance, impact resistance and UV-stability.

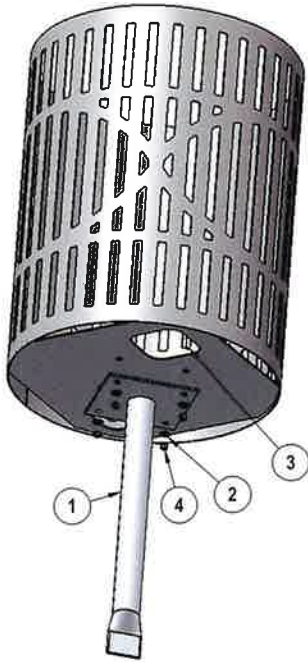
Material: Sides are fabricated with 14 gauge sheet steel, with laser cut design. Bottom plate fabricated from 11 gauge sheet steel laser cut for a precision fit. All seams are MIG welded after rolling.

Receptacle Dimensions: 23-1/4" diameter x 30" high x 32 gallon capacity.

Hardware: Attachment hardware and mounting kit not included (7/16" diameter holes provided in receptacle for mounting).



IN-GROUND MOUNTING OPTION



IG KIT

INGROUND MOUNT FOR TRASH RECEPTACLE

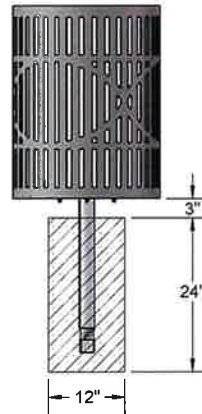
Frame: 2- 3/8" O.D. x 12 gauge pre-galvanized structural steel tubing.
Receptacle mounting plates are 7 gauge x 8" x 8" steel plate with 4 holes.

Frame Coating: Electrostatic powder coated application oven cured.

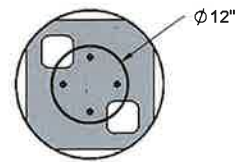
Hardware: All stainless steel hardware fasteners. (Included).

Dimensions: Overall dimension is 24 1/4" x 8" x 8".

Attach the In Ground Kit to the W-32 as shown using specified hardware.



Estimated Required Concrete:
5 - 50lb Bags of Concrete Mix



ITEM NO.	PartNo	DESCRIPTION	QTY
1	P-01-05-0052	receptacle inground mount	1
2	33-02-0007	5/16" SS Washer	8
3	33-05-0029	5/16" x 1" Machine Bolt (SS)	4
4	33-03-0012	5/16" Kep Nut (SS)	4

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SURFACE MOUNT MOUNTING OPTION

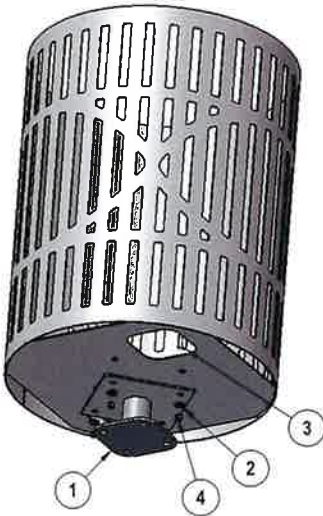
SURFACE MOUNT FOR TRASH RECEPTACLE

Frame: 2- 3/8" O.D. x 12 gauge pre-galvanized structural steel tubing.
 Receptacle mounting plates are 7 gauge x 8" x 8" steel plate with 4 holes.
 Surface mounting plates are 1/4" x 6" x 6" steel plate with 4 holes.

Frame Coating: Electrostatic powder coated application oven cured.

Hardware: All stainless steel hardware fasteners. (Included).

Dimensions: Overall dimension is 3-3/4" x 8" x 8".



SM KIT

Attach the Surface Mount Kit to the W-32 as shown using specified hardware.

Recommended Surface Mount Hardware:
 3/8" x 3-1/2" Concrete Expansion Anchor Bolts
 (Not Included)

ITEM NO.	PartNo	DESCRIPTION	QTY
1	P-01-05-0053	receptacle surface mount	1
2	33-02-0007	5/16" SS Washer	8
3	33-05-0029	5/16" x 1" Machine Bolt (SS)	4
4	33-03-0012	5/16" Kep Nut (SS)	4

LINER OPTION

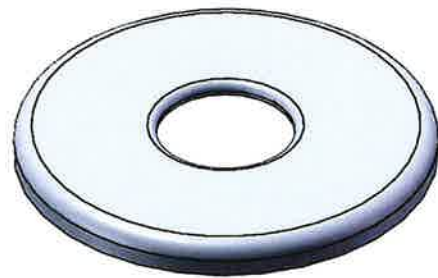
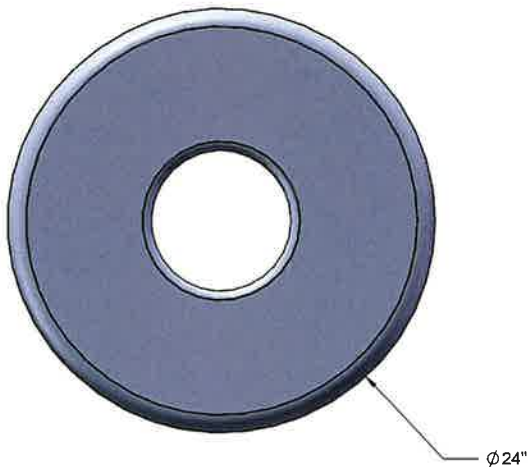
LINER 32

Heavy Duty Liner



Site Amenities

BY SUPERIOR RECREATIONAL PRODUCTS



MODEL #: FLATTOP32-HW
32 GALLON FLAT TOP

MATERIAL: FLAT TOP SHALL BE FABRICATED FROM 18 GAUGES STEEL FLAT, SPUN TO FORM. OUTSIDE EDGE SHALL HAVE A 1" RADIUS.

COATING: OVEN FUSED FUNCTIONALIZED POLYETHYLENE COPOLYMER-BASED THERMOPLASTIC. FLUIDIZED BED COATING APPLICATION WITH SUPERIOR MECHANICAL PERFORMANCE, IMPACT RESISTANCE AND UV-STABILITY.

TOP DIMENSIONS: CENTER OPENING SHALL BE 8" INSIDE DIAMETER. THE OVERALL DIMENSIONS SHALL BE 24" DIAMETER X 2" HIGH.



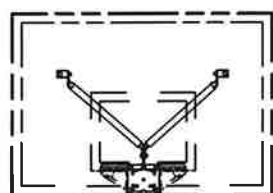
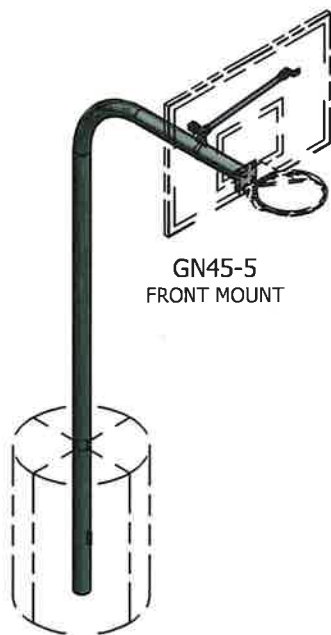
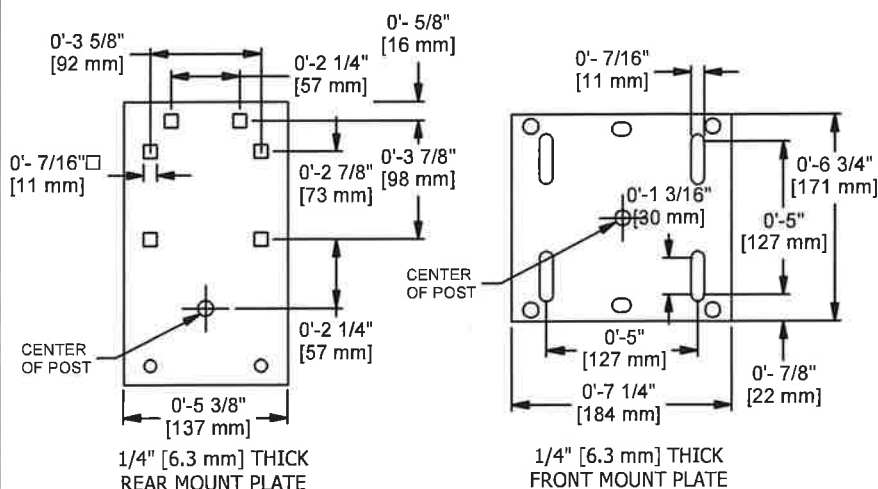
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Package	Type	Board	Goal	Brace
GN45-5	Front	None	None	Yes*
GN45-5R	Rear	None	None	Yes*

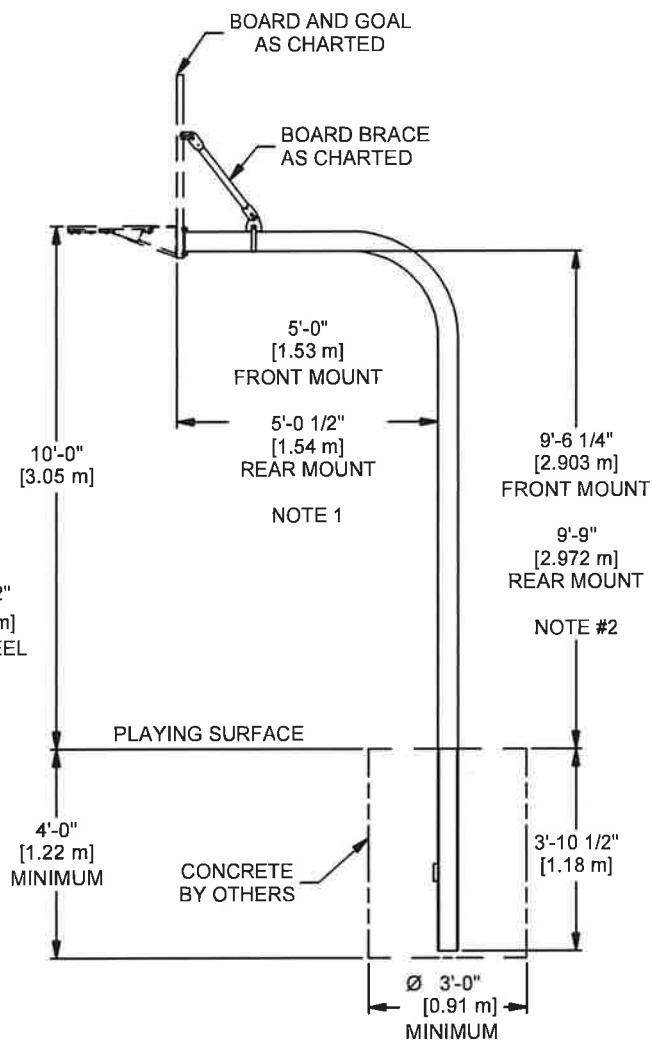
* Braces are for "fan style" mounts only.

NOTES:

1. Dimension is from front surface of post to front face of backboard. Dimension may vary with board selection.
2. Dimension "B" is from underside of post arm surface to the playing surface.



Ø4 1/2"
[114 mm]
GALV STEEL
POST



Gared Holdings, LLC
9200 E. 146th St. Noblesville, IN 46060

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4 1/2" GOOSENECK SYSTEM, 5 FT EXT.

DRAWN	CONNERLEY	DATE	6/11/2010	DATE ISSUED	6/11/2010
APPROVED	CONNERLEY	DATE	6/11/2010		
FILE LOC.	Q:\Inventor Files\Specification Files\06_Outdoor Products				
SIZE	SCALE	SHT. NO.	PART NO.	REV	
A	NONE	1 OF 2	GN45-5	B	



MODEL GN45-5 & GN45-5R

GOOSENECK OUTDOOR BASKETBALL SYSTEM W/ BRACES

GN45-5 / GN45-5R

This unit uses a gooseneck design to extend the backboard 60" out from the post. The post shall be 4 1/2" O.D. x 0.18" wall galvanized tube. The mounting plate is used as a direct goal attachment for the backboard. Two braces extending from the upper mounting points of the backboard to the gooseneck extension provide added rigidity to the system. The GN45-5 system can be used with all outdoor front mount and the GN45-5R system with rear mount boards and goals.

Post shall extend into the concrete footing at least 36". Concrete footing shall be 24" minimum in diameter and 48" minimum deep.

Concrete for installation not included.

MODEL GNA45-5 & GNA45-5R

GOOSENECK OUTDOOR BASKETBALL SYSTEM

GNA45-5 / GNA45-5R

This unit uses a gooseneck design to extend the backboard 60" out from the post. The post shall be 4 1/2" O.D. x 0.18" wall galvanized tube. The mounting plate is used as a direct goal attachment for the backboard. The GNA45-5 system can be used with all outdoor front mount and the GNA45-5R system with rear mount boards and goals.

Post shall extend into the concrete footing at least 36". Concrete footing shall be 24" minimum in diameter and 48" minimum deep.

Concrete for installation not included.

NOTE:

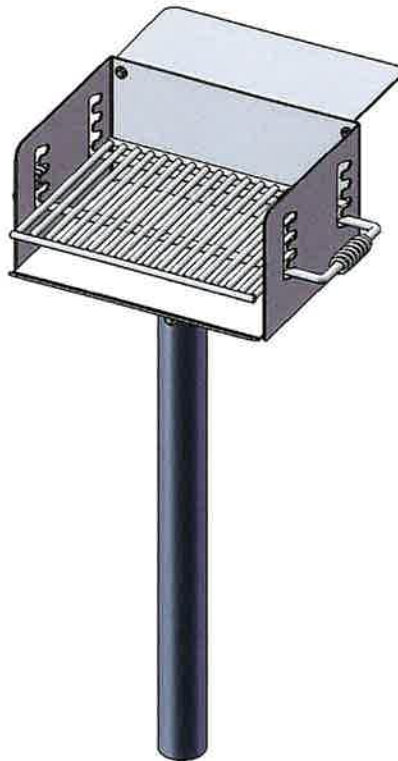
If board is greater than 36" wide, use the GN45-5 or GN45-5R model with board braces.

ACCESSORIES

PP4WR Wrap-Around Pole Pad

Site Amenities

BY SUPERIOR RECREATIONAL PRODUCTS



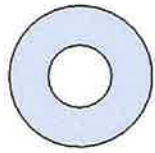
Model #
GPS20

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RECREATIONAL PRODUCTS
A PLAYCORE Company

HARDWARE



3/8" x 4-1/2"
Machine Bolt



3/8" Washer



3/8" Breakaway
Nut

PRODUCT SPECIFICATIONS

GPS20 Pedestal Mounted Cooking Grill

Firebox shall have a length of 20", a width of 15", and a height of 10". Sides shall be fabricated of 10 gauge steel and the floor of 3/16" steel plate for added strength. A 3/16" thick formed steel plate shall be mechanically fastened to the grill back providing a stable shelf. For safety, corners of firebox shall be rounded. For drainage, holes shall be provided in the rear corners of side plates. The theft resistant cooking grate shall be fabricated from 1/2" steel bars with a cooking surface of 300 sq. inches. Support bars for grate will be of heavier 5/8" round steel, with cool coil spring grip handles on each side. Grate will adjust to four convenient levels. Finish will be non-toxic rust resistant, black paint or hot dipped galvanized. Support post will be 3-1/2" O.D. galvanized steel pipe, 40" in length, for setting in concrete.

WARNING: Combustion byproducts produced when using this product include carbon monoxide, a chemical known to the State of California to cause birth defects or other reproductive harm.

COMPONENTS

Attach the Grill Box to the 3-1/2" Post using specified hardware.
Note: Round edge of Breakaway Nut goes towards the post.

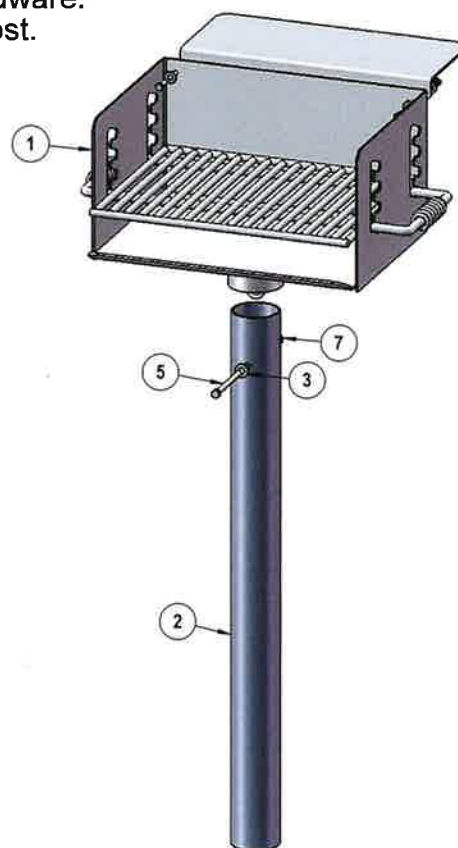
Before



After



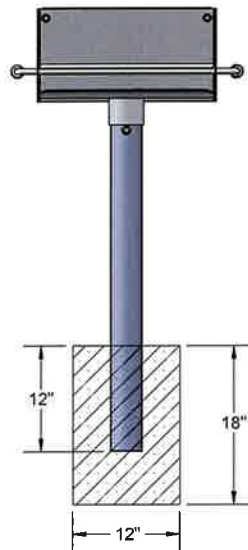
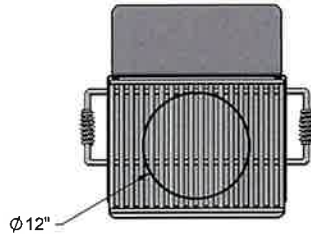
Hex part of nut will break off
when tightened to 185in-lbs.



ITEM NO.	PartNo	DESCRIPTION	QTY
1	630-3	630-3 Grill Box	1
2	01-03-0090	3-1/2" IG Grill Post	1
3	33-02-0002	3/8" Zinc Plated Washer	2
4	33-02-0001	5/16" Zinc Plated Washer	4
5	33-05-0018	3/8" x 4 1/2" Machine Bolt (Zinc)	1
6	33-05-0001	5/16" x 1" Machine Bolt (Zinc)	2
7	33-01-0037	3/8"-16 breakaway nut, zinc	1
8	33-01-0001	5/16" Hex Nut (Zinc)	2
9	01-03-0010	Grill Utility Shelf	1

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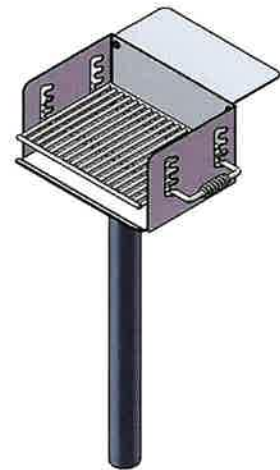
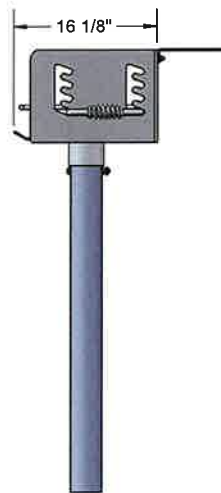
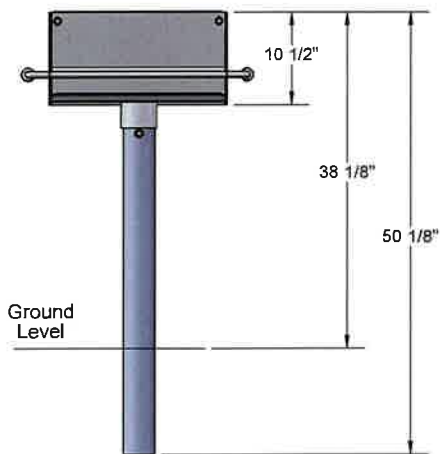
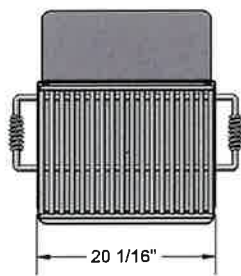
COMPONENTS



Estimated Required Concrete:
4 - 50lb Bags of Concrete Mix

OVERALL DIMENSIONS

WARNING: Combustion byproducts produced when using this product include carbon monoxide, a chemical known to the State of California to cause birth defects or other reproductive harm.



SUPERIOR
RECREATIONAL PRODUCTS
A PLAYCORE Company

Site Amenities

BY SUPERIOR RECREATIONAL PRODUCTS



Model # LINER32

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RECREATIONAL PRODUCTS
A PLAYCORE Company

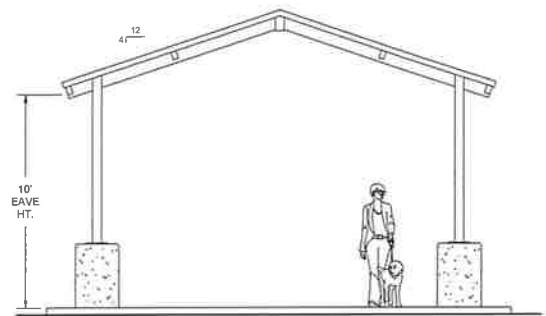
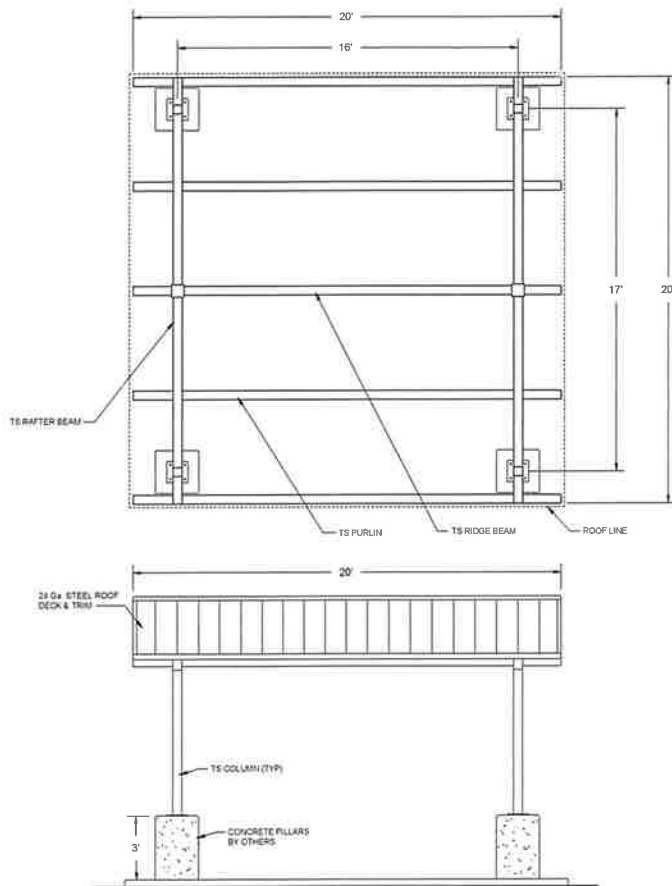
OVERALL DIMENSIONS



LINER 32

Made of heavy duty plastic.

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RECREATIONAL PRODUCTS
A PLAYCORE Company



PH: 855-544-8439 www.ScenicShelters.com
 ADDRESS: 7125 Headley Street SE, #793, Ada, MO 64001

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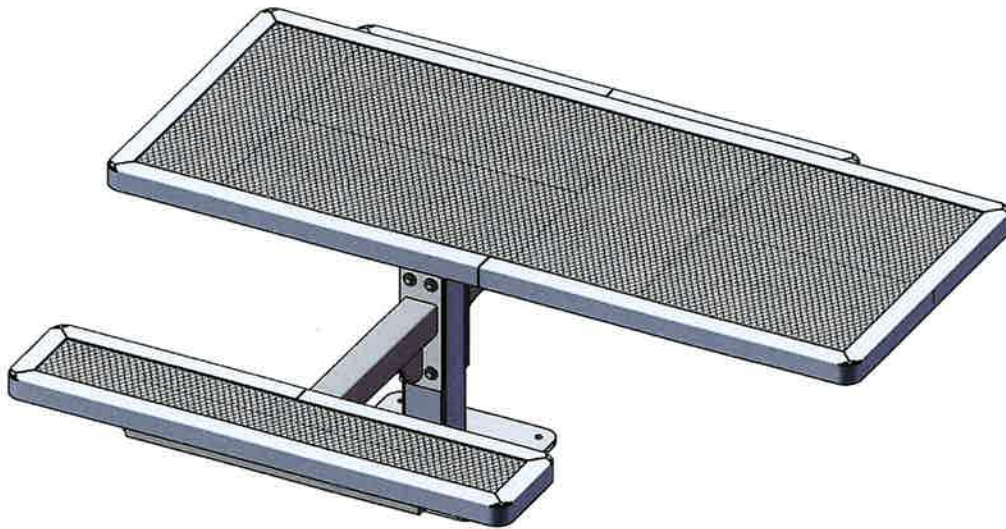
CONCEPT DRAWING - NOT FOR CONSTRUCTION

MOD: SOG2020-CUS MODEL: 20x20 Custom Steel Open Gable

EV: TRACI DRAWING SCALE: NTS PAGE: 1 OF 1

ORG. DATE: 8-5-2024 REV. DATE: - REV: -

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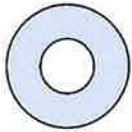
Model # T6RCPEDHDCPSM

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HARDWARE



5/16" x 1"
Machine Bolt



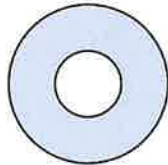
5/16" Washer



5/16" Washer



7/16" x 5-1/2"
Machine Bolt



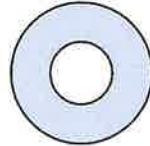
7/16" Washer



7/16" Hex Nut



3/8" x 4"
Carriage Bolt



3/8" Washer



3/8" Hex Nut

PRODUCT SPECIFICATIONS

T6RCPEDHDCPSM RECTANGULAR SURFACE MOUNT TABLE

Seat & Back: 2" x 2" x 1/8" formed angle frame with 1-1/2" radius corners. 3/4" #9 steel expanded metal. 7 gauge x 1-1/2" flat bar center support and mounting bracket understructure. Electrically MIG welded.

Coating: Oven fused functionalized polyethylene copolymer-based thermoplastic. Fluidized bed coating application with superior mechanical performance, impact resistance and UV-stability.

Frame: Main support column is 4"x 4"x 11 gauge pre-galvanized structural steel tubing with a 16" x 16" x 1/2" surface mount plate. Arms are fabricated from 3"x 3"x 11 gauge pre-galvanized structural steel tubing welded to 1/4" precision punched plates for attachment to the main column and 2"x 2"x 3/16" structural steel angle for lateral seat support. Seat attachment points are 10 gauge precision punched tabs. Table top attachment structure is fabricated from 2"x 2"x 3/16" structural steel angle and top attachment points are 7 gauge x 1-1/2" steel flat bar. All electrically MIG welded.

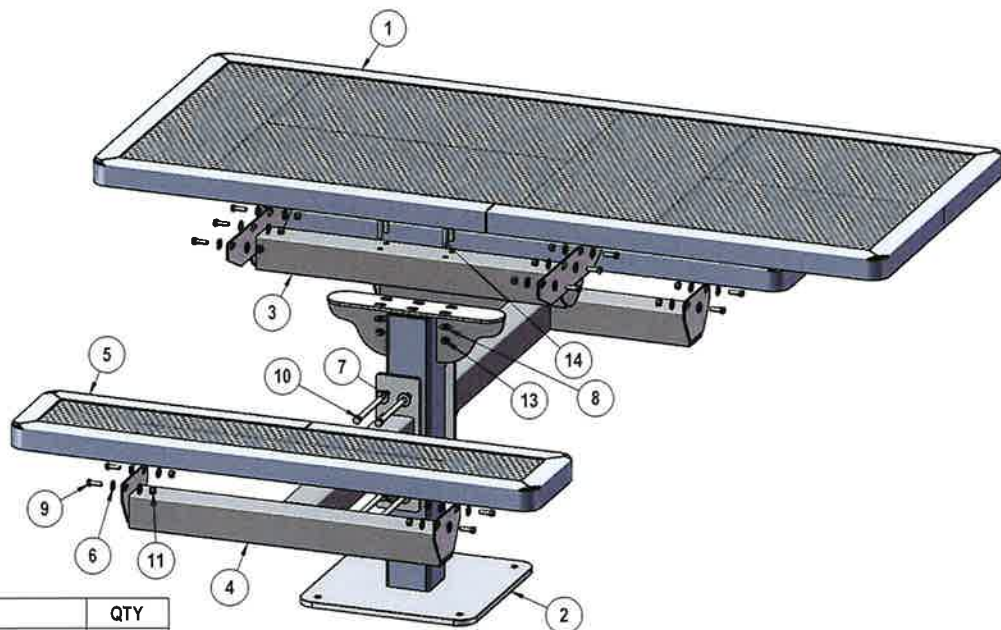
Frame Coating: Electrostatic powder coated application oven cured.

Hardware: All stainless steel hardware fasteners.

Dimensions: Top is 30" wide x 72" long x 30-3/8" high. Seats are 10" wide x 48" long x 19-3/16" high. Outside to outside dimensions are 65-3/4" x 72".

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COMPONENTS

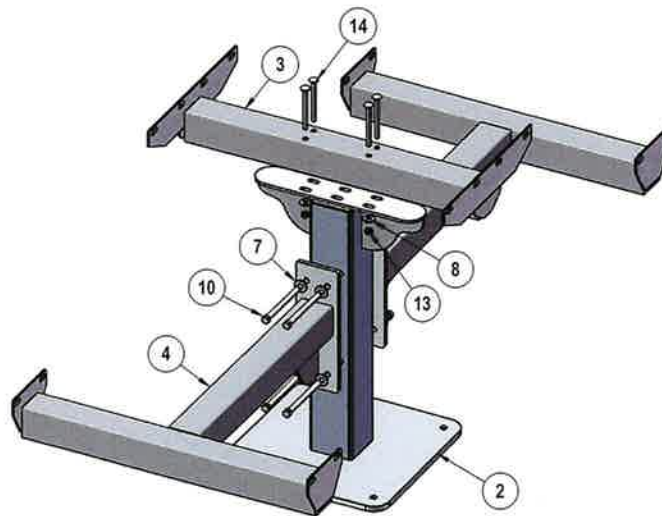


ITEM NO.	PartNo	DESCRIPTION	QTY
1	RC72HS-T	6' HS regal expanded top	1
2	337SM	SM Post Assembly	1
3	P-V337-48-T	4' 337 Top Vinyl Bracket Assembly	1
4	V337-48-S	337 4' Vinyl Seat Arm Assem	2
5	RC48-S	4' long x 10" wide regal expanded seat	2
6	33-02-0007	5/16" SS Washer	32
7	33-02-0004	7/16" SS Washer	9
8	33-02-0008	3/8" Flat Washer (SS)	4
9	33-05-0029	5/16" x 1" Machine Bolt (SS)	16
10	33-06-0050	7/16" x 5-1/2" Machine Bolt	4
11	33-03-0012	5/16" Kep Nut (SS)	16
12	33-01-0006	7/16" Hex Nut (SS)	4
13	33-01-0018	3/8" Hex Nut (SS)	4
14	33-06-0067	3/8" x 4" Carriage Bolt (Zinc)	4

Required Surface Mount Hardware:
3/8" x 3-1/2" Concrete Expansion Anchor Bolts
(Not Included)

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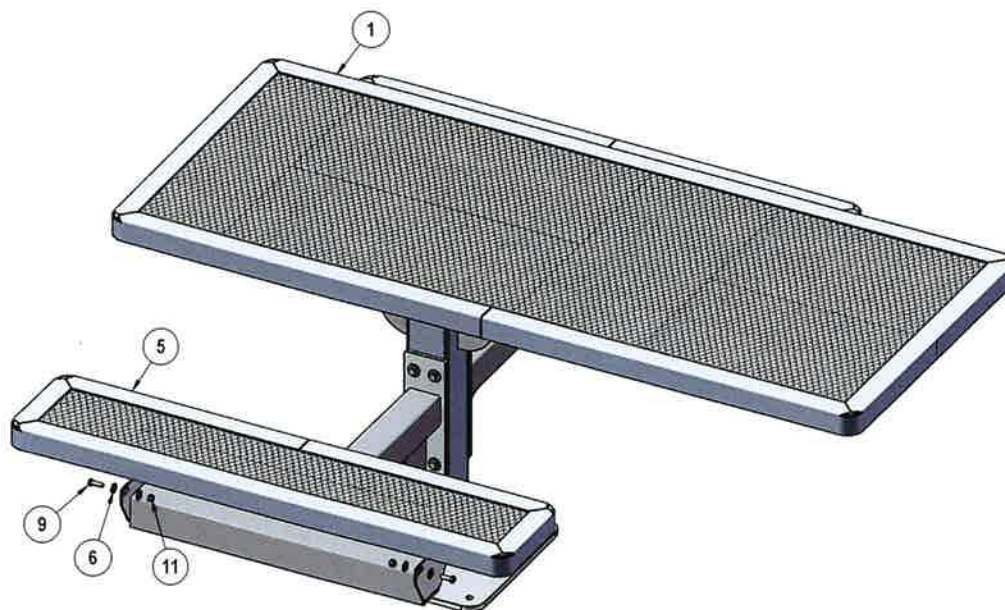
STEP 1



Attach the top bracket assembly and the seat arm assemblies to the post as shown using specified hardware.

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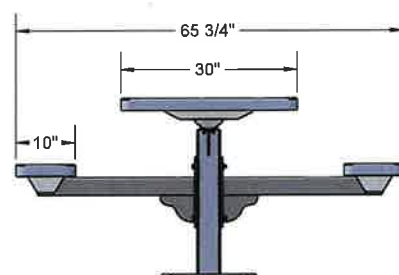
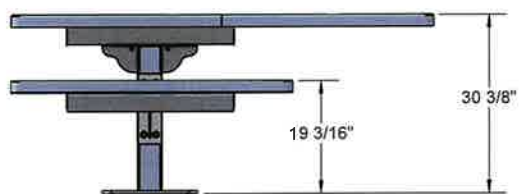
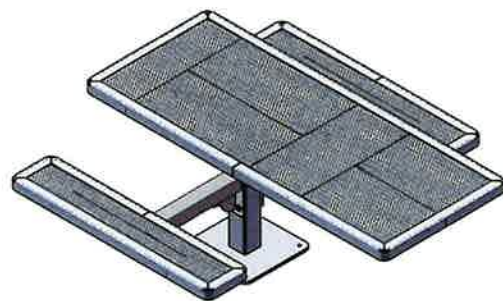
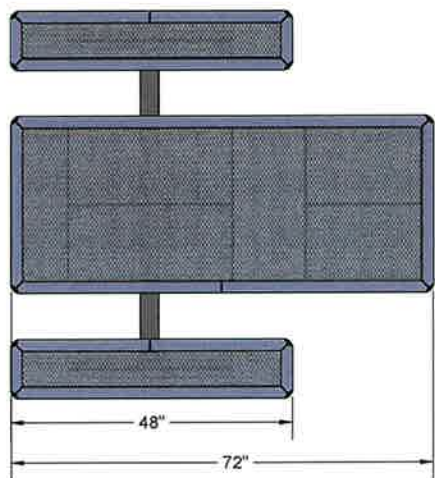
STEP 2



Attach the top and seats to the top and seat bracket assemblies as shown using specified hardware.

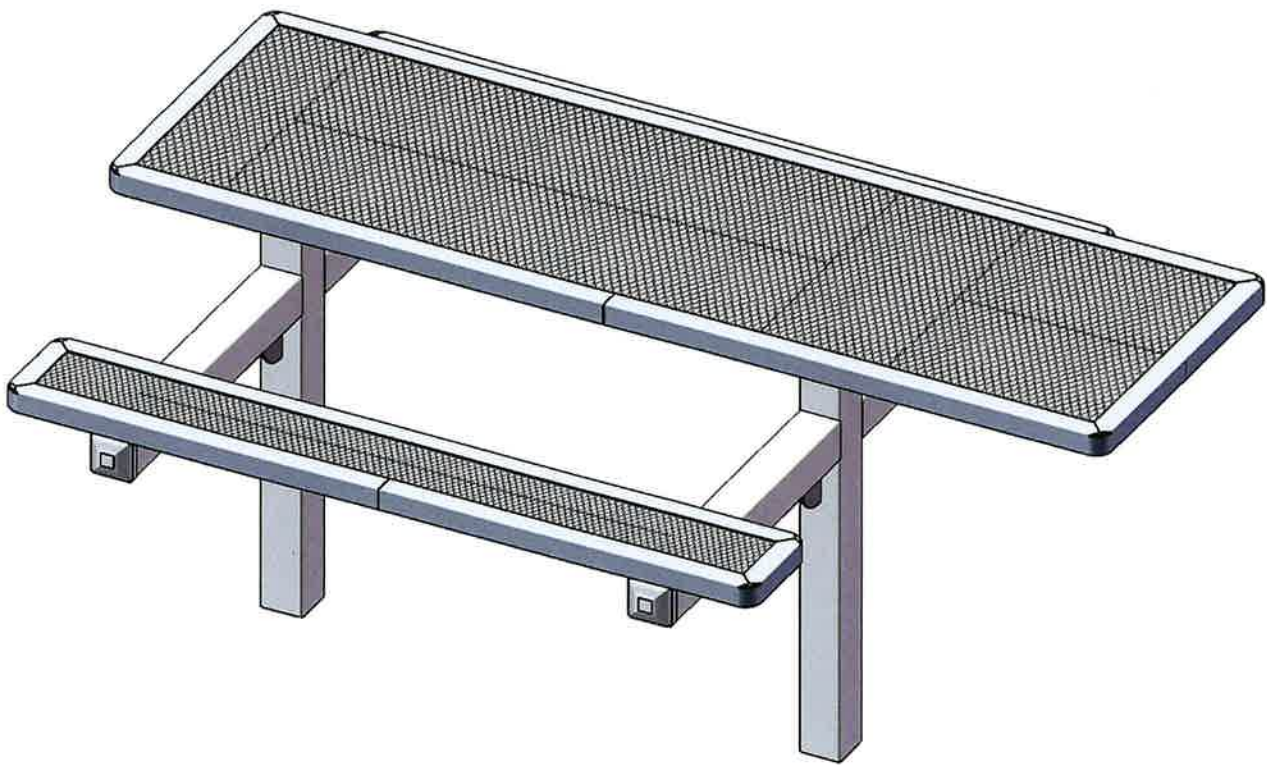
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OVERALL DIMENSIONS



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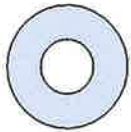
Model # T8RCDBLPEDHDCPS

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HARDWARE



5/16" x 1"
Machine Bolt



5/16" Washer



5/16" Washer

PRODUCT SPECIFICATIONS

T8RCDBLPEDHDCPS RECTANGULAR INGROUND TABLE

Seat & Back: 2" x 2" x 1/8" formed angle frame with 1-1/2" radius corners. 3/4" #9 steel expanded metal. 7 gauge x 1-1/2" flat bar center support and mounting bracket understructure. Electrically MIG welded.

Coating: Oven fused functionalized polyethylene copolymer-based thermoplastic. Fluidized bed coating application with superior mechanical performance, impact resistance and UV-stability.

Frame: 4 x 4 x 11 gauge structural steel square tubing. Tubing is capped with a 4 x 4 x 3/16" steel flat bar. Arms are supported with 6" x 6" x 1/4" steel flat bar gussets. Seat and top mounting points 7 gauge x 1-1/2" die stamped steel flat bar. All electrically MIG welded.

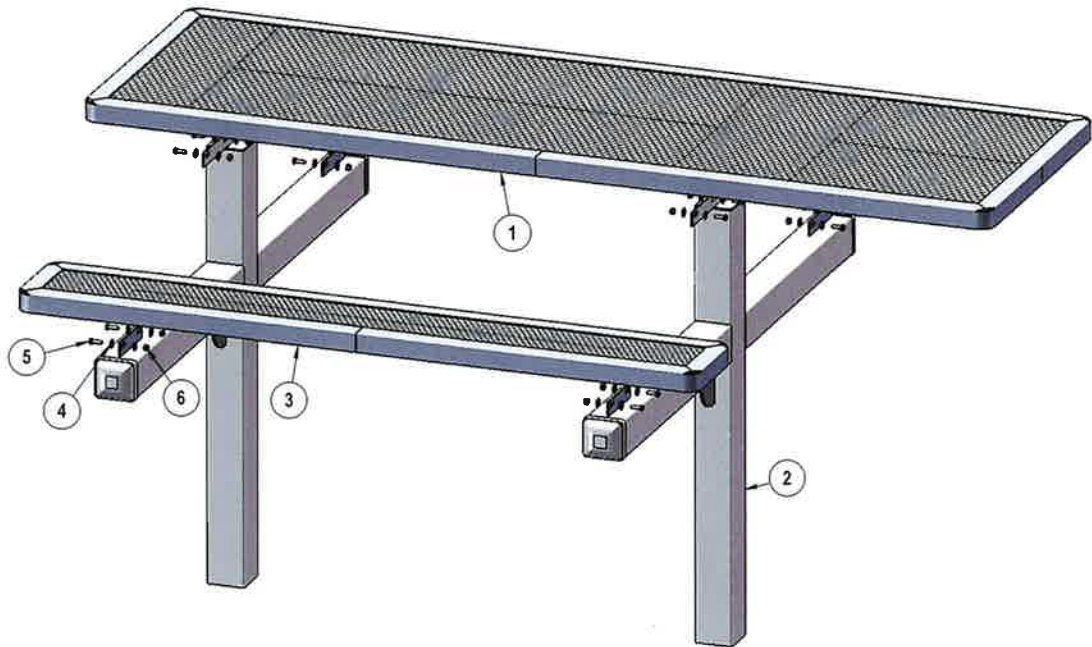
Frame Coating: Electrostatic powder coated application oven cured.

Hardware: All stainless steel hardware fasteners.

Dimensions: Top is 30" wide x 96" long x 30" high. Seats are 10" wide x 72" long x 18-1/8" high. Outside to outside dimensions are 67" x 96".

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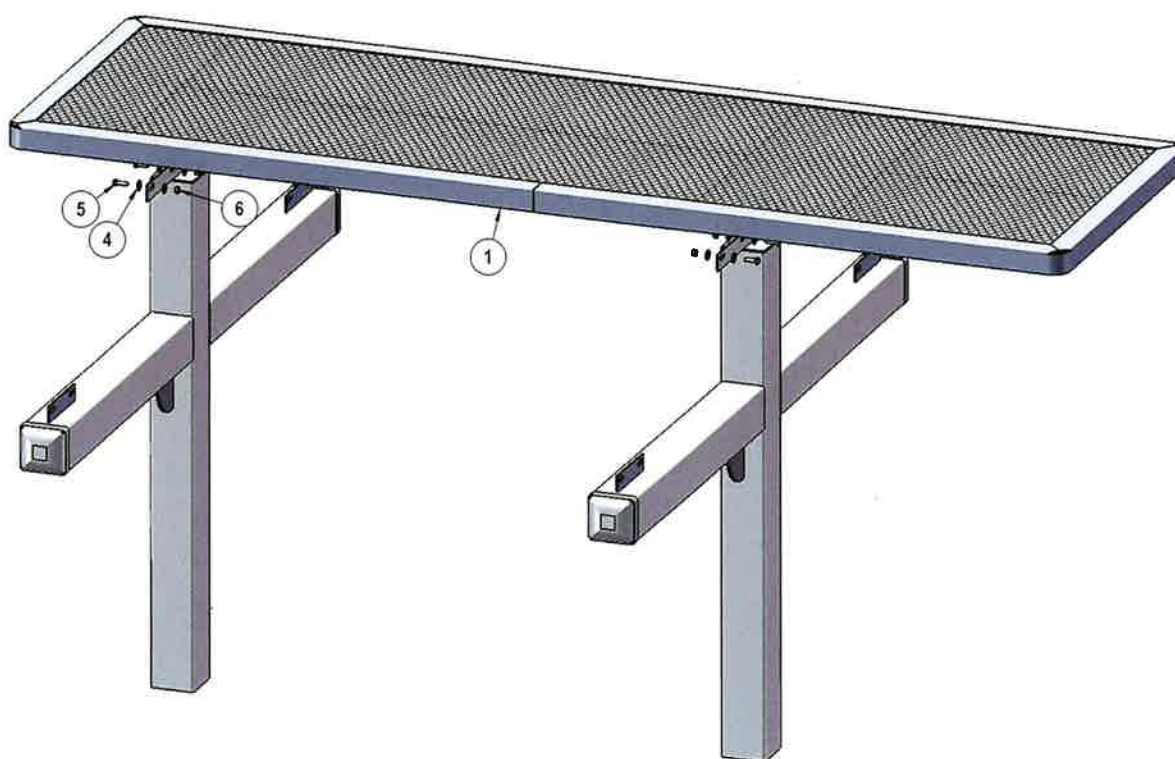
COMPONENTS



ITEM NO.	PartNo	DESCRIPTION	QTY
1	RC96HS-T	8' HS regal expanded top	1
2	P-V347S	347 In Ground Vinyl Leg	2
3	RC72-S	6' long x 10" wide regal expanded seat	2
4	33-02-0007	5/16" SS Washer	32
5	33-05-0029	5/16" x 1" Machine Bolt (SS)	16
6	33-03-0012	5/16" Kep Nut (SS)	16

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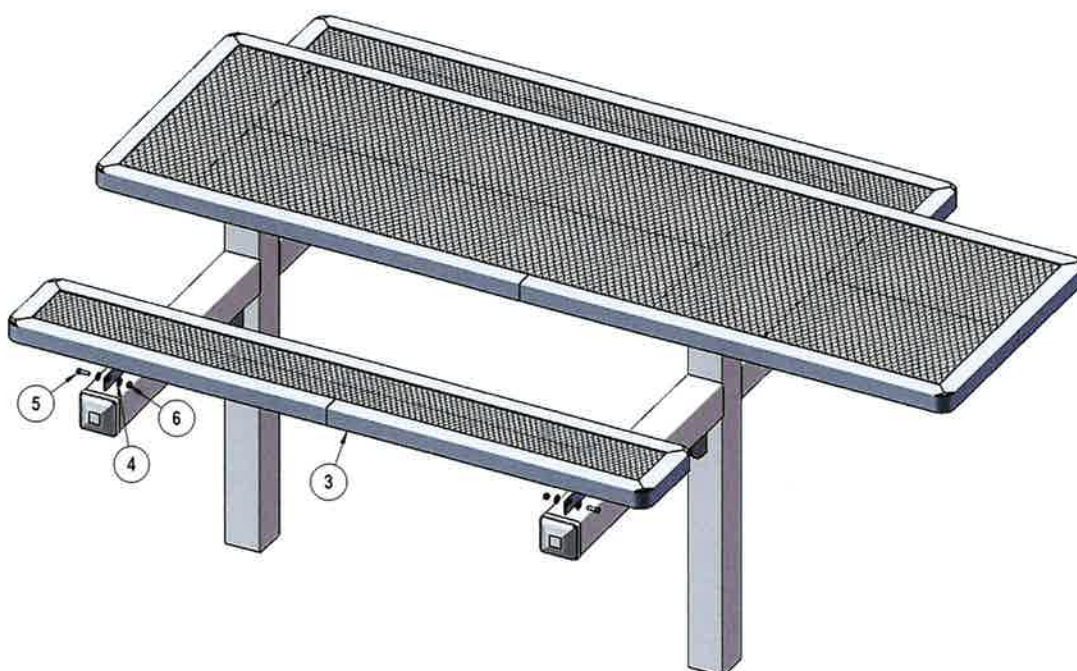
STEP 1



Attach the top to the post assemblies as shown using specified hardware.

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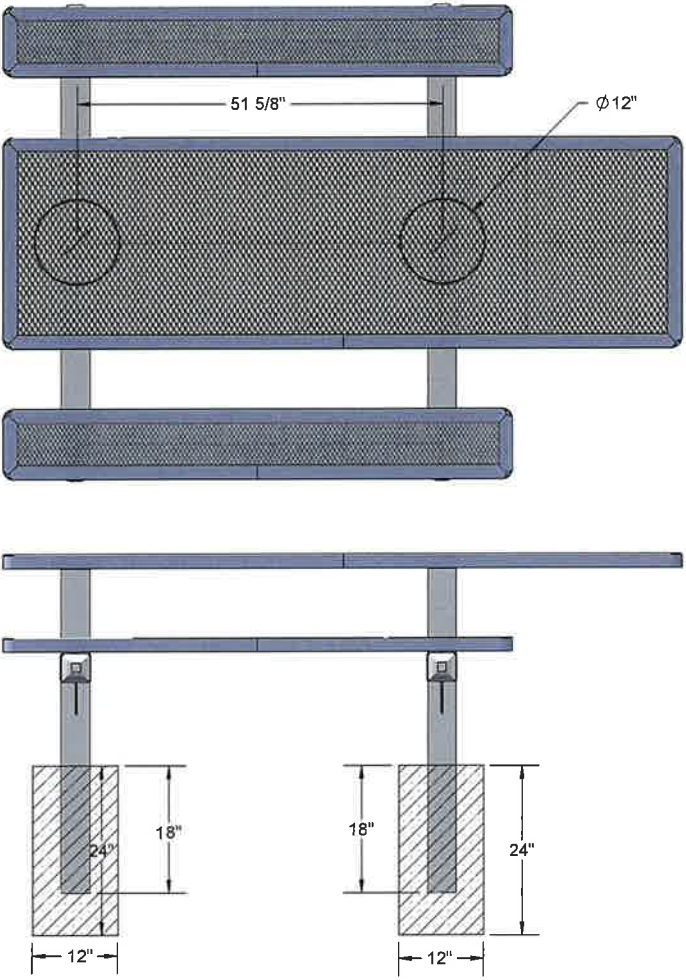
STEP 2



Repeat step 1 for the seats.

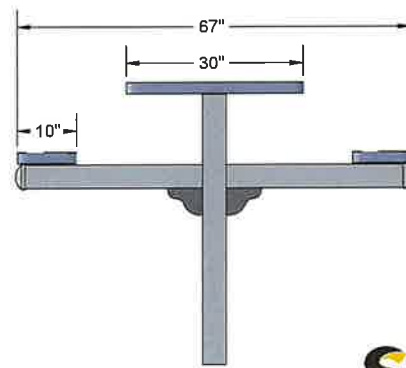
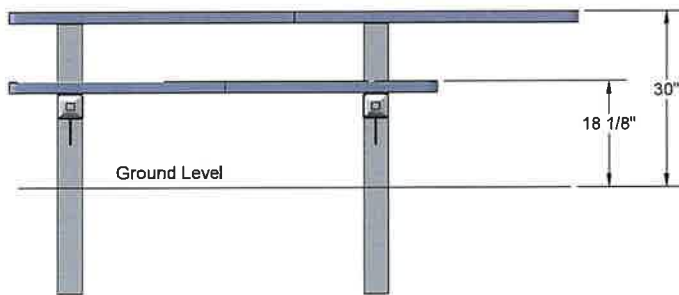
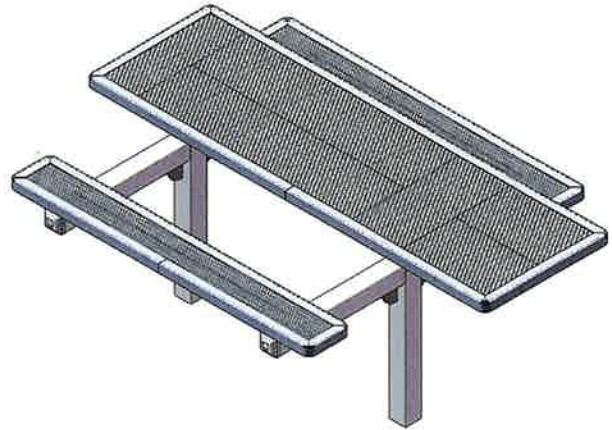
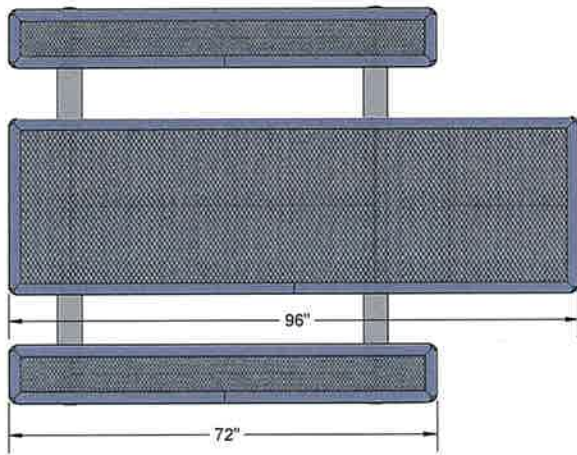
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FOOTING



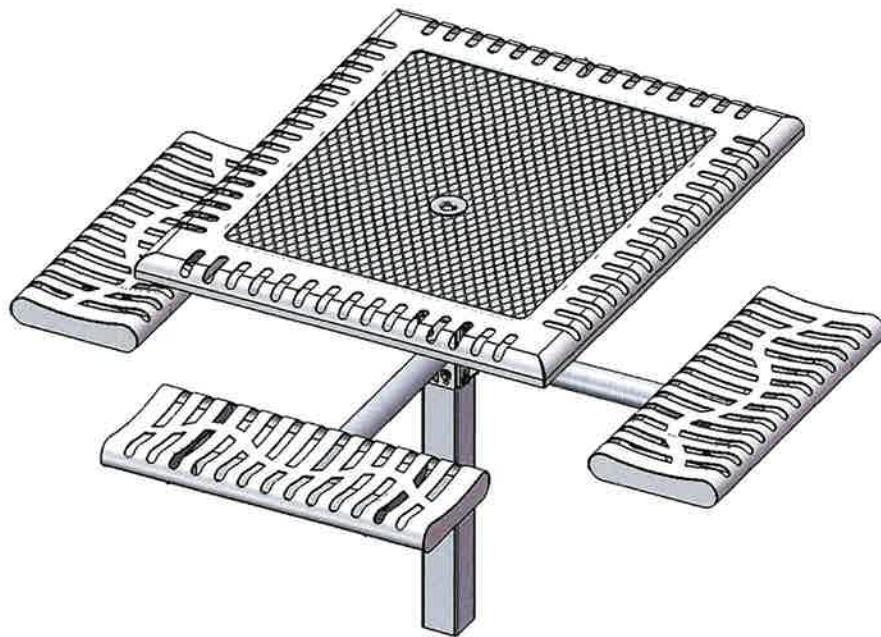
Estimated Required Concrete:
10 - 50 lb Bags of Concrete Mix

OVERALL DIMENSIONS



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Model # T46CLASSPED-3SADA

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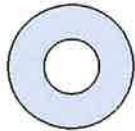
HARDWARE



5/16" x 1"
Machine Bolt



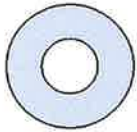
7/16" x 5-1/2"
Machine Bolt



7/16" Washer



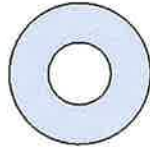
3/8" x 1"
Carriage Bolt



5/16" Washer



7/16" Hex Nut



3/8" Washer



5/16" Kep Nut



3/8" Hex Nut

PRODUCT SPECIFICATIONS

T46CLASSPED-3SADA ADA INGROUND TABLE WITH 3 SEATS

Seat & Back: 11 gauge sheet steel is die formed with laser cut design . Seat support pieces are 11 gauge laser cut sheet steel. Top has 7 gauge x 1-1/2" flat bar center support and mounting bracket understructure. All electrically MIG welded.

Coating: Oven fused functionalized polyethylene copolymer-based thermoplastic. Fluidized bed coating application with superior mechanical performance, impact resistance and UV-stability.

Frame: Main support column is 4"x4"x11 gauge pre-galvanized structural steel tubing. Arms are fabricated from 2-7/8" O.D. x 12 gauge pre-galvanized structural steel tubing welded to 1/4" precision punched plates for attachment to the main column and 2"x2"x3/16" structural steel angle for lateral seat support. Seat attachment points are 10 gauge precision punched tabs. Table top attachment structure is fabricated from 2"x2"x3/16" structural steel angle and top attachment points are 7 gauge x 1-1/2" steel flat bar.

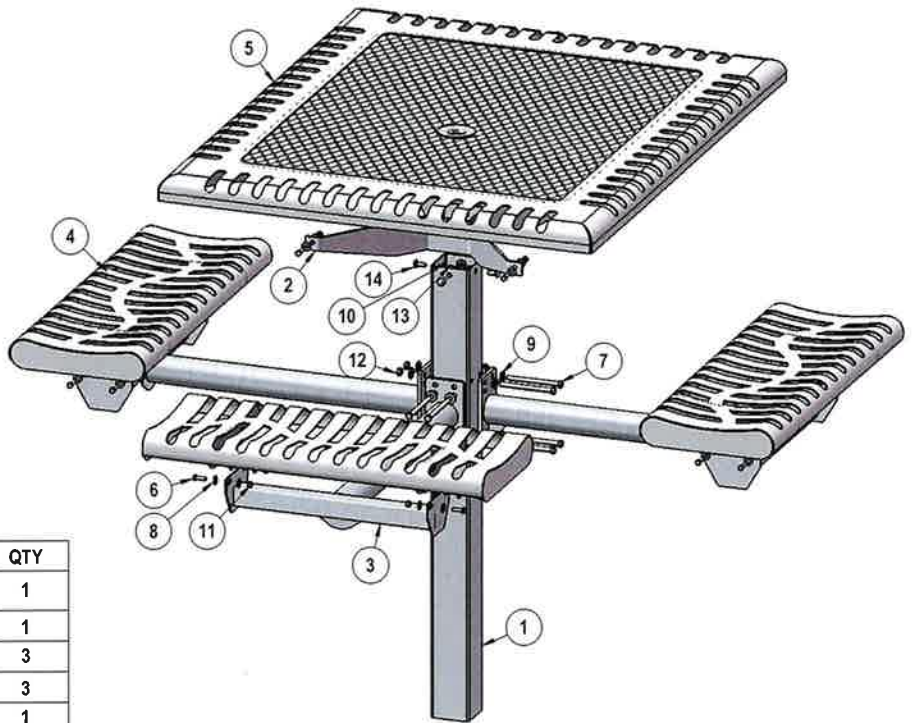
Frame Coating: Electrostatic powder coated application oven cured.

Hardware: All stainless steel hardware fasteners.

Dimensions: Top is 46" x 55" x 30-1/4" high. Seats are 14-5/16" wide x 36" long x 18-9/16" high. Outside to outside dimensions are 79" x 70-1/2" x 30-1/4" high.

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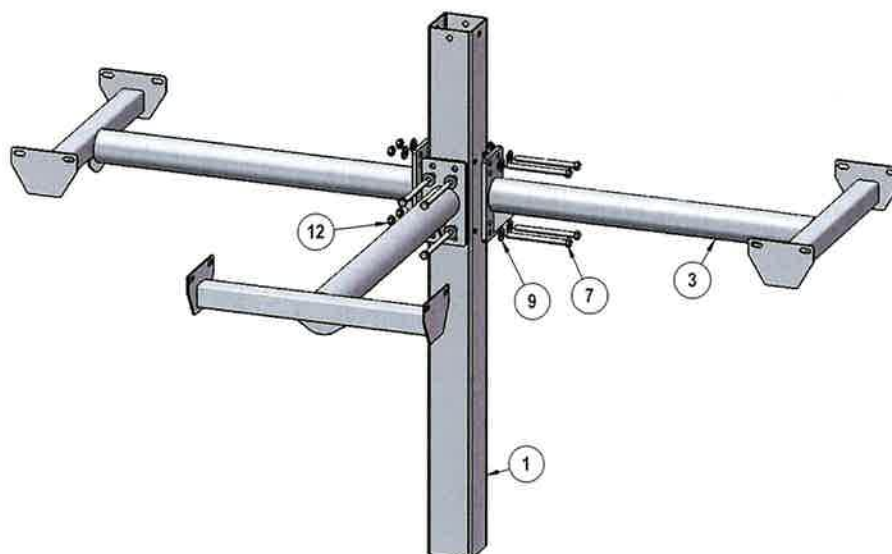
COMPONENTS



ITEM NO.	PartNo	DESCRIPTION	QTY
1	P-338S or G-338S	338 IG post asem	1
2	P-01-04-0150	H Bracket	1
3	P-V338-ARM	338 vinyl arm	3
4	CLASS36-S	Classic 36" Seat	3
5	CLASS46H-T	Classic Handicap Top 46" x 55"	1
6	33-05-0029	5/16" x 1" Machine Bolt (SS)	16
7	33-06-0050	7/16" x 5-1/2" Machine Bolt	8
8	33-02-0007	5/16" SS Washer	32
9	33-02-0004	7/16" SS Washer	16
10	33-02-0008	3/8" Flat Washer (SS)	4
11	33-03-0012	5/16" Kep Nut (SS)	16
12	33-01-0006	7/16" Hex Nut (Zinc)	8
13	33-01-0018	3/8" Hex Nut (SS)	4
14	33-06-0042	3/8" x 1" Carriage Bolt (SS)	4

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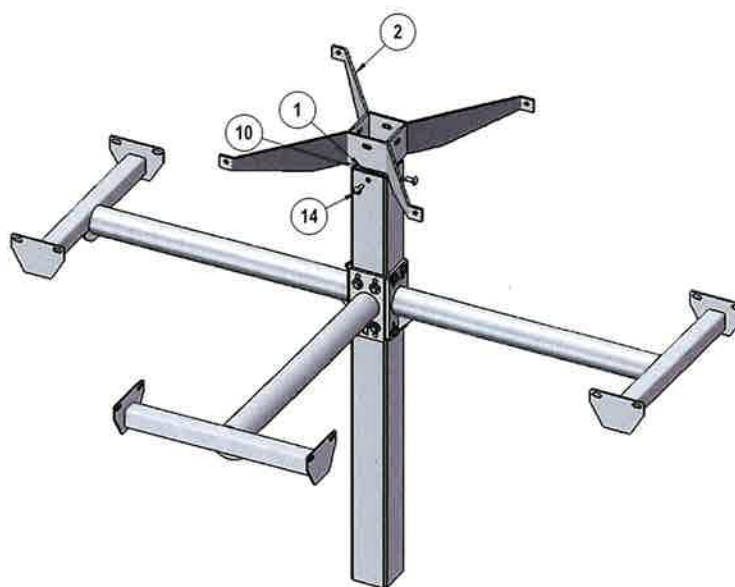
STEP 1



Attach the seat arms to the post as shown using specified hardware.

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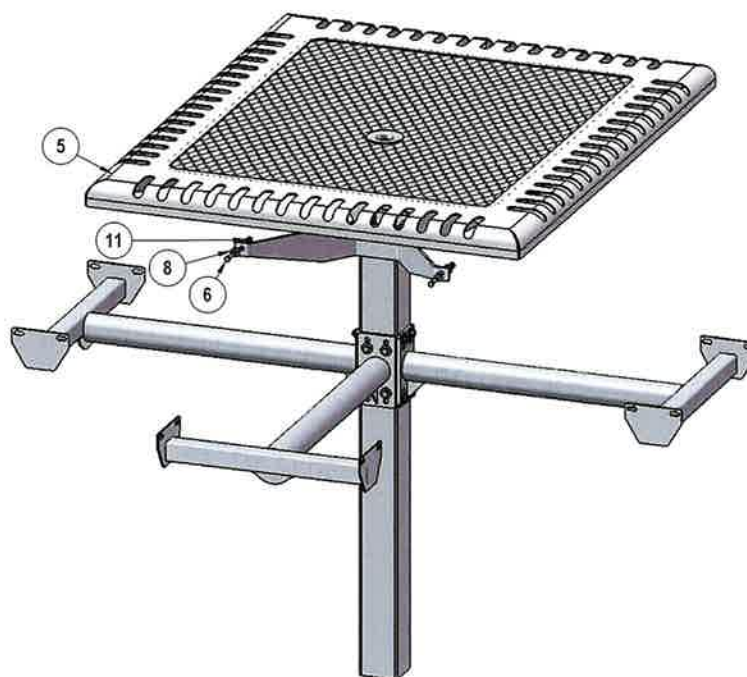
STEP 2



Attach the H Bracket to the post as shown using specified hardware.

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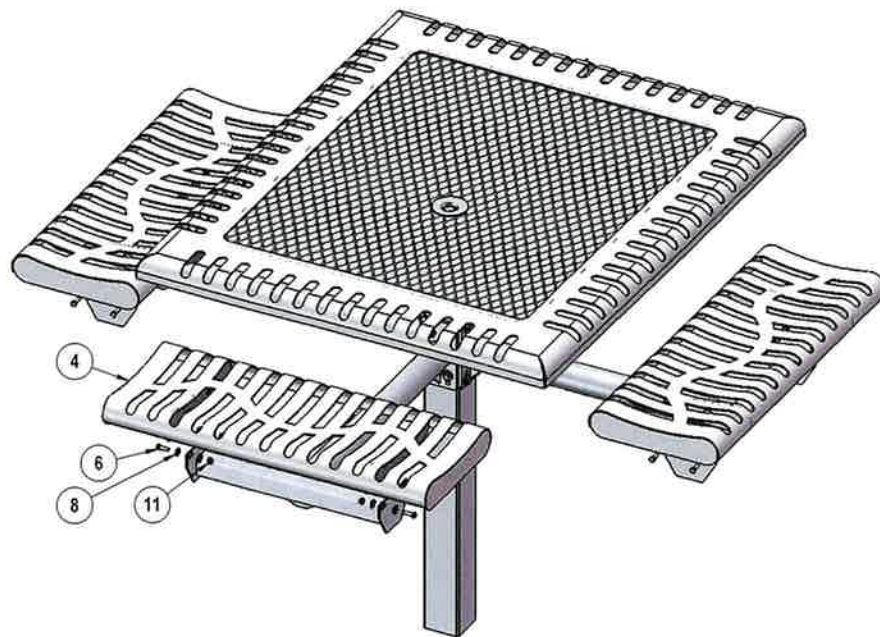
STEP 3



Attach the top to the H Bracket as shown using specified hardware.

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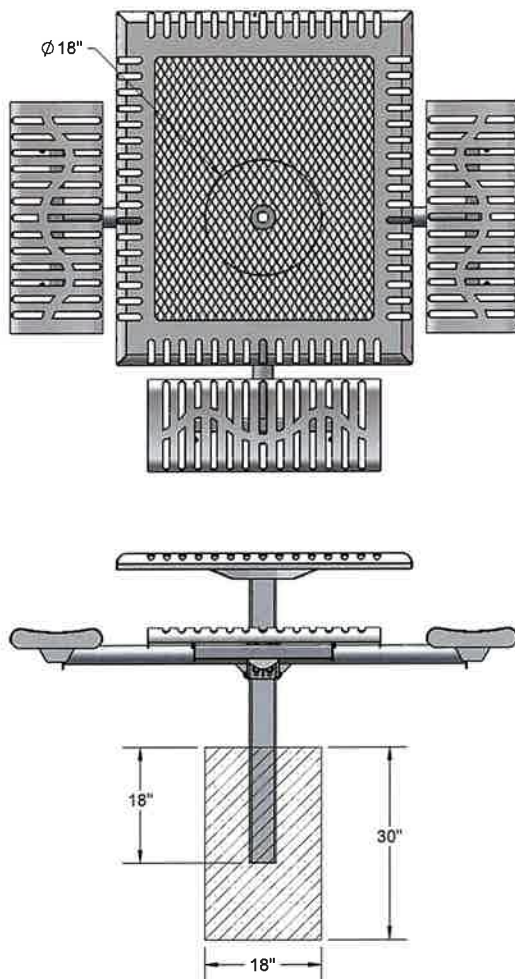
STEP 4



Attach the seats to the seat arms as shown using specified hardware.

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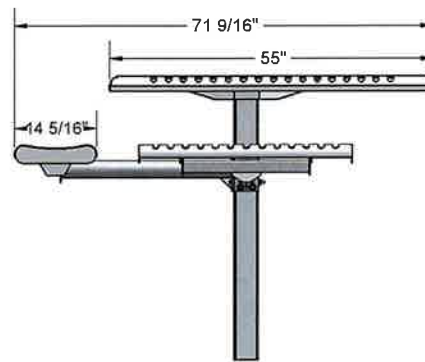
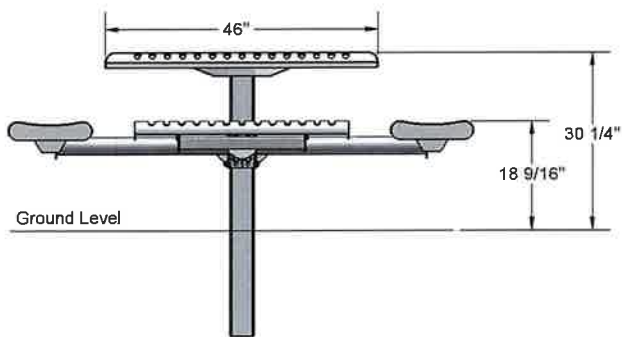
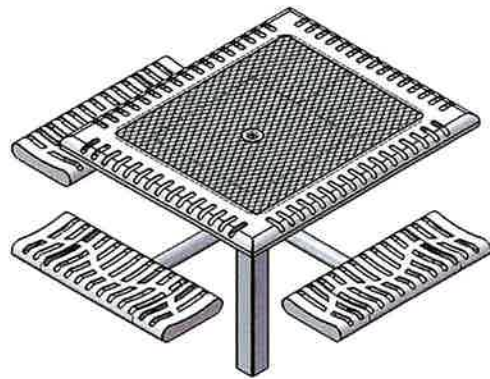
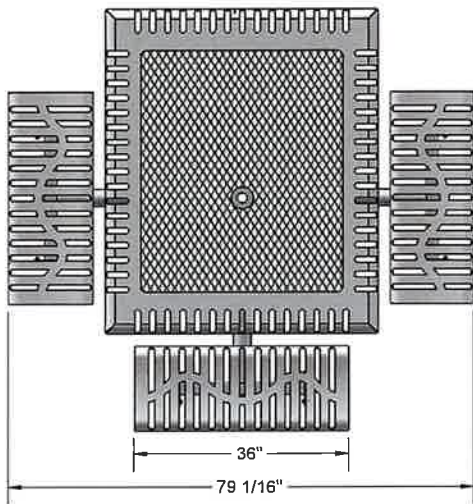
STEP 2



Estimated Required Concrete:
12 - 50 lb Bags of Concrete Mix

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OVERALL DIMENSIONS



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PARK SHADE PARK SHADE STRUCTURE

Vendor Code							SHD&NET
Vendor Name							SHADE 'N NET
Vendor Phone							6024847911
Bid	Activity	Resource	Desc	Quan	Unit	Plug Price	Unit Price
		4PLYSHD	SUBCONTRACTOR BOND COS	1.00	LS	2,355.5500	2,355.0000
		4PFTS	TENSILE STRUCTURE	1.00	EA	10,000.0000	94,222.0000
Quoted Amount							96,577
Plugged Amount							0
Bond							0
Mobilization							0
% Adjustment							0
\$ Adjustment							0
Total Adjustment							0
Totals						12,356	96,577
Diff From Plug							84,221
Total Minority							0

A 'P' beside a price indicates a plug price.
 Green background indicates that the vendor is selected.



Shade 'N Net Proposal/Contractual Agreement

This is a legal agreement once signed. Complete and initial all pages.

Purchaser: Aken Gardner Construction Contact: Paul Ekstrom Title:		City/District: Chandler Quote #: PO #:		Remit payment to Manufacturer: Shade 'N Net 5711 Washington Phoenix, AZ 85043	
Sales Rep: JJ Orlando		Phone: (480)435-8056		Email: JJ@shade-n-net.com	
Billing Information Aken Gardner Construction 2195 W. Chandler Blvd Ste 200 Chandler, AZ 85224 Phone: 602.918.4931 Fax: Email:		Shipping Information Contact: Phone: Fax:		Jobsite Information Gazelle Meadows Park Chandler, AZ Contact: Phone: Fax:	
Dates: Proposal Date: April 12, 2024 Order Date: Revised Date:		Method for Completion: ☒ Install ☐ Ship ☐ Deliver		Notes:	

DESCRIPTION	PRICE
1- 10 column custom sail system with 3 hypars and 2 triangles – 10'-17' entry heights See below	\$ 53,322.00
Installation, Equipment Rental, (10)footings, rebar cages, and dirt haul	\$ 37,900.00
Engineering	\$ 2,200.00
	

ACCESSORIES & MISCELLANEOUS			
QTY	ITEM	DETAILS	COST
	Structures and Install	\$ 91,222.00	PAYMENT TERMS: (1) Upon execution of the Agreement (50% Deposit) \$ (2) Upon delivery of materials to the jobsite \$ 0.00
	Private Locate	\$ 400.00	
	Engineering/permit submittal	\$ 2,200.00	NOTES: City Permit Fees not included will be added as direct pass through change order
	Permit Submittal	\$ 400.00	
	Subtotal	\$94,222.00	
	Sales Tax	% \$	
	TOTAL PRICE	\$ 94,222.00	



GENERAL SCOPE OF WORK

STRUCTURE DETAILS			JOB REQUIREMENTS	
Fabric Type	Com 95		YES	NO
Fabric Color	TBD		X	
Steel Color	TBD		X	
Post Fixing Method	Recessed Base Plate		X	
Entry Height	See Above			X
Wind load	Min 115 mph			X
Snow load	N/A			X
Depth of Artificial Surfacing	N/A			X
PRICING INCLUDES				
YES	NO			
X		Installation (based on a standard mobilization)		X
X		Shipping and Handling		X
X		Sales Tax		X
X		Engineered Drawings		X
	X	Unforeseen underground obstacles		X
	X	Permit Fees		X
X		Permit Processing		X
	X	Hand Holes for Electrical or Lighting Fixtures		X
	X	Payment & Performance Bonds		

**SITE PLAN & OTHER INSTALLATION DETAILS
(PLEASE ALSO ATTACH PHOTOS TO THIS DOCUMENT)**



GENERAL TERMS, CONDITIONS AND WARRANTY

- 1) **Proposal:** The attached proposal is valid for 30 (thirty) calendar days from proposal date. After 30 days, Shade 'N Net reserves the right to increase prices due to a rise in costs of raw material, fuel or other increases.
- 2) **Parties:** The two parties included on this agreement are: the Purchaser and the Manufacturer. Purchaser (also refers to the end-user "Owner" in the event of a third-party purchaser) agrees to purchase and Shade 'N Net (also referred to as "Manufacturer") agrees to provide shade systems and other services as detailed and agreed to under "Pricing" and "General Scope of Work" between the parties.
- 3) **Purchase:** By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement) which is accepted by Shade 'N Net, the Purchaser identified above agrees to purchase shade structure(s) ("structures") and the services to be provided by Shade 'N Net as detailed in the "Pricing" and "General Scope of Work" sections of this agreement, above, or in the relevant purchase order accepted by Shade 'N Net, for use by Purchaser.
- 4) **Standard Exclusions:** Unless specifically included under "General Scope of the Work" or "Pricing" sections, this agreement does not include labor or materials for any of the following work: (a) Removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) Moving/Removing Purchaser's property; (c) Labor or materials required to repair or replace any Purchaser-supplied material; (d) Repair of concealed underground utilities not located on prints supplied to Shade 'N Net by Purchaser during the bidding process, or physically staked out by Purchaser which is damaged during construction; (e) Repair and/or replacement of artificial groundcover including but not limited to rubberized surfacing, artificial turf, concrete, cement and asphalt, regardless of age of the surface, that is damaged during construction; (f) Repair of damage to existing any other surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction. Any other work not specifically addressed in this agreement, is otherwise deemed excluded.
- 5) **Bonding Guidelines:** Due to Surety requirements, any Performance and/or Payment Bond that may be required will cover only the first year of the warranty. The manufacturer's warranty will be a separate document between Shade 'N Net and the Purchaser, which will be executed at the time of the completion of the work.

If Purchaser will use or provide the structures and services for an Owner other than Purchaser (including, without limitation as a subcontractor of Purchaser), Purchaser will include the following statement in Purchaser's contract with Owner:

"The manufacturer's warranty for the Shade 'N Net brand structures is a separate document between Shade 'N Net and the ultimate owner at the time of completion of the installation and other services to be provided by Shade 'N Net. Due to surety requirement, any performance and/or payment bond will cover only the first year of Shade 'N Net's warranty."

If Shade 'N Net is awarded the contract for this project, please include the above statement in the contract.

- 6) **Insurance Requirements:** Shade 'N Net is not required to provide any insurance coverage in excess of the Manufacturer's standard insurance. A copy of the standard insurance is available for review prior to acceptance of this agreement.



Payment: All terms of payment are defined here and under "Pricing" and are specific to this contract. All payments must be made to Shade 'N Net at 5711 W. Washington Street, Phoenix, AZ 85043. Payments can be made by cash, check, debit/credit card, wire transfer, and government funds. A deposit totaling 50% of the Total Price amount is required to begin fabrication. The remaining balance is due in full according to the terms of this agreement i.e. when: (a) the order arrives at its shipping destination location; (b) when the order is picked up from Shade 'N Net; or (c) when substantial completion of the order has occurred, whichever happens first. "Substantial Completion" is defined as being the point at which the Structure or order is suitable for its intended use, or the issue of an occupancy certificate, or a

final building inspection approval is issued, whichever occurs first. In any event where "substantial completion" cannot be effected due to delays or postponements caused by the Purchaser or any other party that is not Shade 'N Net, final payment (less 10% retainer) is due immediately on the date when "substantial completion" would have been, had the delay not occurred. If the Purchaser fails or delays in making any payments, Shade 'N Net may postpone the fulfillment of its obligations hereunder until such payments are made, or Shade 'N Net may be relieved of its obligations hereunder if payment is past due.

If Purchaser's order is marked for Pick Up at Completion, Shade 'N Net will notify when ready. From date of notification, Purchaser must take possession within 30 calendar days. If Purchaser is unable or unwilling to take possession, the remaining balance becomes immediately due in full and **Storage Fees** will be imposed in the amount of \$125 on the Monday of each week thereafter until the structure has been picked up. The balance owed must be paid in full at the time of pick up. The grace period for payments does not apply to orders with storage fees.

Once a Shade 'N Net crew arrives on site to begin installation, if the Purchaser or any on-site personnel refuse entry, a \$500 re-mobilization charge will be charged for each return trip. Other charges may apply for jobsite delay if the crew is waiting more than 30 minutes, not allowed to continue.

Shade 'N Net offers a 7-day grace period for payments. After the grace period, Purchaser agrees to pay a **Late Fee** of 1.5% of total balance owed per each month that a balance remains outstanding. Shade 'N Net reserves the right to use all remedies available under current laws, including but not limited to, filing of liens against the property, using a collection agency or the courts to secure the collection of the outstanding debt. Purchaser agrees to pay any additional cost or fees associated with collecting on the debt.

In all cases, if payment is not made in full according to the terms of this agreement, all warranties are void.

- 7) **Lien Releases:** In accordance with State laws, Shade 'N Net reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens. Upon request by Purchaser and based on the payments made-to-date, Shade 'N Net may issue appropriate partial lien releases prior to receiving final payment from Purchaser. Shade 'N Net will provide a full release of liens upon receipt of final payment.
- 8) **Site-plan Approval, Permits, Permit Fees, Plans, Engineering Drawings and Surveying** are specifically excluded from this contract unless specified under "Pricing" or "General Scope of Work". Shade 'N Net does not in any way guarantee or represent that a permit/site plan approval for construction will be obtained. If sealed engineered drawings are required but not included in the "General Scope of Work", there will be an additional cost. If Shade 'N Net has processed a request for Site Plans, Engineering drawings, permits, surveys, etc, on behalf of Purchaser, Purchaser agrees to pay for any additional charges even if the order is later changed, cancelled or postponed. All expenses incurred on behalf of Purchaser (engineering, site plans, shipping charges, etc) are the responsibility of the Purchaser, up to notice of cancellation.
- 9) **Manufacturing & Delivery:** Manufacturing lead time from acceptance of this agreement is approximately 4 to 8 weeks for standard products, and 8 to 12 weeks for custom products. Shade 'N Net is not responsible for delays caused by municipalities or permit processing and the wait time is excluded from these delivery windows. Delivery of unit(s) may occur prior to or at start of installation.
- 10) **Sail Structures:** (If ordering a sail structure, this section must be initialed prior to sail structures being fabricated.) Purchaser has initialed here indicating awareness that sail systems will and do have excessive scalloping and curved edges due to the nature of being a cable-tensioned system. Once completed, the gaps may appear larger than expected and Purchaser has agreed to proceed with sail system order. Initials _____
- 11) **Concealed Conditions/Hard Dig Circumstances** include, but are not limited to, water, gas, sprinkler, electrical and sewage lines, communication and cable lines, post tension cable, steel rebar, obstructions and soil conditions, etc. This agreement is based solely on observations Shade 'N Net was able to make either by visual inspection or by drawings and/or plans submitted by Purchaser at the time this agreement was bid. If additional concealed conditions are discovered once work has commenced which were not visible at the time this proposal was bid, Shade 'N Net will stop work and point out these unforeseen concealed conditions to Purchaser until Purchaser and Shade 'N Net can execute a change order to account for the charges for any additional time delays and work. In any event, any delays and/or damage caused by or to unforeseen concealed conditions is the sole responsibility of the Purchaser. Shade 'N Net shall not be held liable for any such delays and damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliches, bedrock, etc.), obstructions, rocks bigger than 4 inches in diameter or any other condition that will require additional labor, equipment and/or materials not specified by the Purchaser in the bidding process. Any condition requiring additional labor, equipment and/or materials to complete the drilling or concrete operations will require Purchaser to agree to charges on a change order before Shade 'N Net will continue the process.
- 12) **Site/Use Review by Purchaser/Collisions with Posts:** Shade 'N Net relies on the Purchaser to determine that the structure(s) ordered are appropriate and safe for the Purchaser's installation site and/or intended use. Shade 'N Net is not responsible for damages or injuries resulting from moving objects or persons colliding with the structure post(s). Shade 'N Net recommends ordering padding for the posts.



13) **Changes in the Work:** During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by Shade 'N Net. If agreed to by Purchaser, then a change order form must be completed and signed by both the Purchaser and Shade 'N Net and will detail the "General Scope of the Change Order". Additional deposit monies may be required by Shade 'N Net for significant changes. Once the change order has been signed, Shade 'N Net will execute the Change Order and perform all the work as required. Should any change order be essential to the completion of the project and the Purchaser refuses to authorize such change order then Shade 'N Net will be deemed to have performed its part of the project and the project will be terminated. Upon such termination, Shade 'N Net will submit a final billing to Purchaser for immediate payment, less

labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied which will remain the property of the Purchaser.

14) **Returned Orders, Deposits and/or Cancelled Orders:** Within the first 45 days after shipment, all returned products and cancelled orders are subject to a 50% restocking fee. No returns are permitted after 45 day period. All Deposits are non-refundable. All expenses incurred (engineering, site plans, shipping charges, etc) are the responsibility of the Purchaser, up to notice of cancellation.

15) **Installation/Assembly on-site:** Purchaser must provide Shade 'N Net with a detailed drawing showing exactly where the structure(s) are to be assembled as well as detailing any obstacles or other impediments that may cause the assembly process to be more difficult. Any fixture(s) that the structure(s) is/are to be assembled over i.e. playgrounds, pools etc., must also be detailed, along with their peak heights (if applicable). Prior to installation, Purchaser is responsible to trim or remove any trees, tree branches, brush or other landscaping that interferes with installation of the structure.

Installation pricing: (a) is based on a standard mobilization charge. "Standard Mobilization" means the minimally required number of trips for the type of services ordered in the normal course of doing business, where no unexpected events occur. If additional mobilization is needed, there will be additional charges. (b) is based on a drill pier footing, unless specified otherwise. Any variation will incur additional charges (i.e. spread footings, additional concrete, sand, water, etc.) (c) assumes Shade 'N Net will have unrestricted access to the jobsite Monday thru Friday from sunrise to 6pm, and that installers will have access to water and electrical facilities during installation. Additional charges will apply if utilities are unavailable; (d) assumes all items in the work area will be moved prior to installers beginning any construction; (e) excludes moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation. Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair resulting in delay are the Purchaser's responsibility unless these obstructions are detailed on as-built site drawings or marked on the ground prior to fabrication and installation.

16) **Access to jobsite:** Purchaser shall provide Shade 'N Net with access to the installation site free and clear of debris, automobiles or other interference during the hours of assembly between sunrise to 6:00 p.m. on normal weekdays. Shade 'N Net is also to be allowed access to electrical and water facilities during assembly. Shade 'N Net will notify Purchaser of the scheduled installation date as soon as the installation can be scheduled and will obtain permission to head out to the jobsite. Purchaser agrees to have an representative on their behalf meet the installation crew at the job site to verify the exact location that each unit is to be placed. Once a Shade 'N Net crew arrives on site to begin installation, if the Purchaser or any on-site personnel refuse entry, or stop the installation after it has begun, a re-mobilization charge will be charged for the return trip and other charges may apply for jobsite delay if the crew is waiting more than 30 minutes, not allowed to continue.

17) **Site Preparation:** Purchaser is responsible to turn off sprinklers and irrigation prior to Shade 'N Net arrival on site. The ground needs to be dry enough that equipment like bobcats will not leave ruts in the ground. If Purchaser needs more time to dry out the ground, Shade 'N Net should be notified as early as possible. Where installation/assembly is part of the "General Scope of the Work" and in the event that the foundation or job-site is not suitable or ready to begin on the scheduled day, notification must be sent to Shade 'N Net at least 2 working days prior to the installation date, to allow Shade 'N Net to reschedule the project. In the event that Shade 'N Net is not notified and incurs an expense in attempting to execute the assembly, a re-mobilization charge may be charged to the Purchaser before Shade 'N Net will reschedule.

18) **Delegation to Subcontractors:** The manufacturing and assembly of the shade systems may be performed by subcontractors under appropriate agreements with Manufacturer.

19) **Surcharges:** When applicable, Shade 'N Net reserves the right to implement a surcharge for significant increases in raw materials, including the following, but not limited to: fuel, steel and concrete. Due to the duration of proposals and contracts, Shade 'N Net reserves the right to implement this surcharge at any time when raw material cost increases warrant it.

20) **Short Ship Claims:** Purchaser has 7 calendar days from receipt of goods to file a short ship report to their sales representative in writing. Claims made after this time will not be honored.

21) **Indemnification:** To the fullest extent permitted by law, Purchaser shall indemnify, defend and hold harmless Shade 'N Net and its consultants, agents, and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, related to the installation of the structure(s) or performance of the services, provided that such a claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose action they may be liable, regardless of whether or not such claim, damages, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this section.

22) **Force Majeur for Impracticability:** Shade 'N Net shall not be charged with any loss or damage for failure or delay in delivering or assembling of the shade systems when such failure or delay is due to any case beyond the control of Shade 'N Net or due to compliance with regulations or orders of



any federal, state or municipal government or due to any Act of God, strikes, lockouts, slowdowns, wars or shortages in transportation, materials or labor.

23) Jurisdiction: This contract will be governed by the laws of the State of Arizona. If, at any time, any part of this contract is deemed unenforceable, only that section will be excluded and all other terms of this agreement remain in full force.

24) Dispute Resolution: Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered by the American Arbitration Association in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.

25) E-Verify Requirements: To the extent applicable under ARIZ. REV. STAT. §41- 4401. Shade 'N Net and its subcontractors warrants compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT §23-214(A).

When specifically applicable to the parties of this agreement: (a) Shade 'N Net or subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the agreement and may result in the termination of the agreement by a government agency; (b) Shade 'N Net agrees to insert language similar to this paragraph in all contracts in which they engage with subcontractors on this project to ensure that those subcontractors are meeting the requirements of the above-mentioned statutes; (c) Government agencies retain the legal right to randomly inspect the papers and records of Shade 'N Net and its subcontractors who work based on the Agreement to ensure that Shade 'N Net and its subcontractors are complying with the above-mentioned warranty; (d) Shade 'N Net and its subcontractors warrant to keep the papers and records open for random inspection during normal business hours by the appropriate government agency; (e) Shade 'N Net and its subcontractors shall cooperate with government agency random inspections including granting entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

26) Compliance with A.R.S. §35-391.06 and 35-393.06: Shade 'N Net certifies that it does not have, nor will it for the duration of the contract have scrutinized business operations in Sudan or Iran in A.R.S. § 35-391.06 and 35-393.06.

27) Cancellation for Conflict of Interest: This agreement is subject to the cancellation provisions for conflicts of interest pursuant to A.R.S. §38-511.

28) This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that all details, terms and components are contained within this agreement. Anything not written in this agreement is specifically excluded.

29) Assignment: Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of Shade 'N Net. The agreement shall be binding upon and insure to the benefit of Shade 'N Net and the Purchaser, their successors and permitted assigns.

30) Warranty Limitations of Liability:

- Shade 'N Net provides a limited warranty on all Shade 'N Net-supplied labor and materials. No other warranty is implied.
- The warranty set forth shall be the purchaser's sole and exclusive warranty. An additional copy of this warranty can be provided upon request at or after the final payment has been paid.
 - All warranties below are effective from the date of installation by Shade 'N Net. In the event that Shade 'N Net is shipping to Purchaser for Purchaser to install, the warranty begins when shipper takes possession of order. If Purchaser picks up the order, the warranty begins when Purchaser takes possession of order.
 - Shade 'N Net reserves the right to determine, at its discretion, to repair or replace any item covered by this warranty.
 - This warranty is void if units are not paid for in full within the 7 day grace period. There is no warranty coverage if the terms of this agreement are not fulfilled.
 - The warranty is void if the units are not assembled in strict compliance with the manufacturer's specifications. If unit is not assembled within 30 days of arrival on site, to be covered under warranty, it must be stored off the ground, indoors in a dry environment protected from direct sunlight to prevent corrosion, damage and undue fading.
 - Purchaser shall notify Shade 'N Net in writing, detailing any defects for which a warranty claim is being made.
 - Shade 'N Net shall not in any event be liable for indirect, special, consequential, or incidental punitive or liquidated damages in any action arising from or related to this agreement whether based in contract, tort (including negligence), intended conduct or otherwise, including without limitation, damages relating to the loss of profits, income, or goodwill, regardless of whether Shade 'N Net has been advised of the possibility of such damages.
 - Purchaser's sole remedy for a breach of warranty set forth in this section will be the re-performance of the services, or if that is not possible or practical, the refund of the price of the services that breached the warranty.
 - In no event will Shade 'N Net's liability for monetary damages under this agreement exceed the fees paid or due and payable for the services under this agreement (or the relevant purchase order).
 - Except for the warranties expressly set forth in this agreement, no other warranties exist. Shade 'N Net specifically denies the implied warranties of fitness for a particular purpose and merchantability. Further, Shade 'N Net does not warrant that the services or structures will meet the requirements or particular purposes of the Purchaser.
 - The warranty is void if any changes, modifications, additions or attachments are made to the unit without the prior written consent of the manufacturer.

- Any modification, alteration or attachment made to the structure or fabric will void the warranty. No signs, objects, ornaments, fans, light fixtures, decorations may be hung on the structure unless specifically designed and engineered by the manufacturer. These items may interfere with the fabric causing the warranty to be voided.
- Warranty shall be void if damage to the steel frame or fabric top is caused by misuse, willful or intentional damage, vandalism, or any Act of God, including, but not limited to, tornado, hurricane, micro/macro burst, ice, snow or wind in excess of applicable building code parameters.
- In the event that the property where a structure is installed changes ownership, the warranty transfers to the new owner if installed in the original location.

31) Warranty for Fabric:

- The fabric used carries a 10-year limited manufacturer's warranty from the date of installation (or shipping as appropriate), against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold, or significant discoloration. Should fabric need to be replaced under the warranty, Shade 'N Net will manufacture and ship new fabric at no charge for the first 6 years, thereafter pro-rated at 18% per annum over the last 4 years (i.e. 82%, 64%, 46%, 28%). If Purchaser needs Shade 'N Net to remove and/or reinstall the net, there may be a labor charge that will be determined on a case-by-case basis and is dependent upon the cause of the warranty claim.
- The Shade 'N Net warranty covers fabric tops up to 40 feet in length. Fabric tops over 40 feet in length are covered by a non-prorated 5-year warranty.
- Protective column pads are warranted for 1 year.
- This warranty shall be void if damage to the shade fabric is caused by contact with sharp edges, chemicals, misuse, vandalism, or any Act of God, including but not limited to, tornado, hurricane, micro/macro burst, ice, snow or wind in excess of the applicable building code parameters.
- All fabric tops are only warranted for winds and gusts up to 90mph and prior to snow or ice accumulation.
- Unless the "Snow Load" option is specifically ordered with this agreement, the fabric must be removed before snow fall each year to have warranty coverage. If fabric remains installed during snowfall, the warranty is void.
- All fabric curtains, valances and flat vertical panels are not covered under the warranty.
- Shade 'N Net reserves the right, in cases where certain fabric colors have been discontinued, to offer the Purchaser a choice of available colors to replace the warranted fabric. Shade 'N Net does not warrant that any particular color will be available for any period of time and reserves the right to discontinue any color for any reason, without recourse by the Purchaser of the discontinued fabric color.

32) Warranty for Steel:

- The structural integrity of the steel is warranted for 15 years.
- Workmanship and painted surfaces are warranted for 1 year.
- This warranty shall be void if damage to the steel frame is caused by misuse, vandalism, any Act of God, including but not limited to, tornado, hurricane, micro/macro burst ice, snow or wind in excess of applicable building code parameters.

33) Warranty for Thread:

- This warrants that the sewing thread will be free from defects in material and workmanship and will not be damaged by exposure to sunlight, weather or water for the warranty life of the fabric.
- This warranty does not cover damage from fire, cuts, vandalism, misuse, or any act of God including but not limited to tornado, hurricane, micro/macro burst ice, snow or wind in excess of the applicable building parameters.
- Labor for the removal, assembly and/or freight of fabric with damage caused by thread, will only be covered in instances where Shade 'N Net has installed the unit. In all cases where Shade 'N Net did not install, all labor for the removal and/or freight will be charged to the Purchaser and the warranty will only be applicable to the repair or replacement of defective materials.
- All other warranties are disclaimed.

I affirm that I understand and agree to the terms of this agreement. Executed as of the date below:

PURCHASER:

FOR SHADE 'N NET:

Signature: _____

Signature: _____

Name

Name

Printed: _____

Printed: JJ Orlando

Title: _____

Title: Director Business Development

Date: _____

Date: _____

**This document must be signed by both Purchaser and Shade 'N Net to be valid.

PLYEUIPMEN PLAYGROUND EQUIPMENT

Vendor Code								EXERPLAY
Vendor Name								EXERPLAY
Vendor Phone								
Bid	Activity	Resource	Desc	Quan	Unit	Plug Price	Unit Price	
170	2003320	4PLYEQP	SUBCONTRACTOR BOND COS	1.00	LS	0.0000	3,381.0000	
Quoted Amount								3,381
Plugged Amount								0
Bond								0
Mobilization								0
% Adjustment								0
\$ Adjustment								0
Total Adjustment								0
Totals						0	3,381	
Diff From Plug								3,381
Total Minority								0

A 'P' beside a price indicates a plug price.
 Green background indicates that the vendor is selected.

PLYSURFACE PLAYGROUND SURFACES

Vendor Code							SCOFAZ
Vendor Name							SPORT COURT
Vendor Phone							
Bid	Activity	Resource	Desc	Quan	Unit	Plug Price	Unit Price
170	2003360	4PLYSUR	SUBCONTRACTOR BOND COS	1.00	LS	2,500.0000	2,855.0000
1180	2003360	4PLYSUR	BASKETBALL COURT	6,334.00	SF	17.4000	18.0300
Quoted Amount							117,057
Plugged Amount							0
Bond							0
Mobilization							0
% Adjustment							0
\$ Adjustment							0
Total Adjustment							0
Totals						112,712	117,057
Diff From Plug							4,345
Total Minority							0

A 'P' beside a price indicates a plug price.
 Green background indicates that the vendor is selected.



PO Box 44910 • Phoenix, AZ 85064 • Phone: 6028408474

ACHEN-GARDNER CONSTRUCTION - pekstrom@achen.com
Cell: +16029184931

Print Date: 4-23-2024

Proposal for Paul Ekstrom - City of Chandler 66'X96' POST TENSION BASKETBALL COURT

POST TENSION

1. ESTABLISH AN AREA 66' X 96' IN DESIGNATED AREA.
2. FINE GRADING ONLY. LASER GRADE EXISTING GROUND AND INSTALL OVER HEAVY MIL PLASTIC AND GEOTEXTILE FABRIC. NEED ACCESS FOR TRUCKS AND TRACTORS.
3. PUMP 5" OF 3000 PSI CONCRETE. CONCRETE SHALL CONTAIN SUPER-PLASTICIZERS WHICH REDUCES THE WATER TO CEMENT RATIO THEREBY MINIMIZING POTENTIAL CRACKING. A SURFACE RETARDER SHALL BE SPRAYED ON SLAB TO REDUCE MOISTURE EVAPORATION, IF NECESSARY.
4. REINFORCING SHALL BE POST TENSIONING. CABLES, 1/2", IN PLASTIC SHEATHING, SHALL BE SPREAD THE LENGTH AND WIDTH OF SLAB. CABLES SHALL BE TENSIONED TO CONTAIN CRACKING.
5. SLAB SHALL BE LASER SCREEDED TO HIGH QUALITY TOLERANCES TO PRODUCE AN EXTREMELY UNIFORM PLAYING SURFACE. USING THE LASER SCREED ALSO REDUCES THE POSSIBILITY OF COLD SEAMS WHERE CRACKING COULD OCCUR.
6. A DOUBLE HEADED RIDER PAN TROWEL SHALL BE USED FOR FLOAT WORK TO ENSURE FLATNESS OF SLAB.
7. AFTER 30 DAY CURE PERIOD, COURT SHALL BE PRESSURE WASHED & CLEANED THOROUGHLY.
8. LAYOUT AND STRIPE BASKETBALL COURT WITH 2" WHITE TEXTURED LINES.
9. THREE COATS OF LATEX ACRYLIC SHALL BE APPLIED W/ 3' WIDE SQUEEGEE IN CHOICE OF COLORS. PRIMARY COAT WILL BE ACRYLIC RESURFACER & TWO COATS OF COLORED LATEX ACRYLIC.

Items	Description
66'X96' POST TENSION CONCRETE SLAB	INCLUDES CONCRETE PUMP OR BUGGY INCLUDES HEAVY MIL PLASTIC, GEOTEXTILE FABRIC, AND ABC BASE
LATEX ACRYLIC SURFACING	
TWO TRUE BOUNCE BASKETBALL HOOPS	TRUE BOUNCE BACKBOARDS WITH SOLID SLAM POLES
INSTALLATION	

Total Price: \$114,200.00

NOTES: DOES NOT INCLUDE TAXES. IF TAXES APPLICABLE, ADD 6.7%, INCLUDES ABC BASE, HEAVY MIL PLASTIC AND GEOTEXTILE FABRIC. DOES NOT INCLUDE ANY ADDITIONAL IMPORT OR REMOVAL. DOES NOT INCLUDE HOA OR CITY APPROVAL, OR PERMITS. DOES NOT INCLUDE ENGINEERED GRADING AND DRAINAGE PLAN. OWNER RESPONSIBLE FOR LOCATION OF COURT AND PERMIT PROCESS. CAN'T BE RESPONSIBLE FOR ANY UNSEEN LINES IN AREA. CAN NOT WARRANTY ANY CRACKING IN SLAB FOR ANY PERIOD OF TIME. DOES NOT INCLUDE HARD DIG. PROPOSAL GOOD FOR 30 DAYS.

THANK YOU FOR CONTACTING SPORT COURT OF ARIZONA. WE LOOK FORWARD TO SERVING YOU!

Mike Fox
mike@sportcourtaz.com
Mobile (602) 478-8800

Luke Seidman
luke@sportcourtaz.com
Mobile (914) 817-1856

PO BOX 44910 PHOENIX, AZ 85064 * (602) 478-8800 * FAX (602) 795-8570 * www.sportcourtaz.com



Official Sport Court Builder Of The Phoenix Suns



Proud Sponsor Of The Steve Nash Foundation

I confirm that my action here represents my electronic signature and that I agree to the above proposal.

Signature:

Date:

Print Name:

QC**QUALITY CONTROL**

Vendor Code							SAECO
Vendor Name							SAECO
Vendor Phone							5202378937
Bid	Activity	Resource	Desc	Quan	Unit	Plug Price	Unit Price
		4QC	MATERIAL TESTING SUB	1.00	LS	15,218.7500	14,895.0000
Quoted Amount							14,895
Plugged Amount							0
Bond							0
Mobilization							0
% Adjustment							1,490
\$ Adjustment							0
CYLINERS		CONCRETE CYLINDERS					2,000
ENGNRG TEC		ENGINEERING TECH					5,440
PAVE		A.C. PAVE DAYS					1,000
Total Adjustment							9,930
Totals						15,219	24,825
Diff From Plug							9,606
Total Minority							0

A 'P' beside a price indicates a plug price.
 Green background indicates that the vendor is selected.

December 6, 2023 - Revised April 17, 2024

Achen Gardner Construction, LLC.
2195 W. Chandler Blvd., Suite 200
Chandler, AZ 85224

Attention: Paul Ekstrom
Senior Estimator

Subject: **Proposal For Construction Engineering Services Rev. 1**
Gazelle Meadows Park Renovation
500 N. Exeter St.
Chandler, AZ 85225
SAECO Proposal Number PC44.23.065



Phone: 480-659-4101
Fax: 480-659-5484

Smith & Annala Engineering Co. (SAECO) is pleased to provide this proposal for construction materials testing services for the Gazelle Meadows Park Renovation Project. SAECO has developed this proposal based upon our review of the plans and specifications for this project and our experience on similar projects.

SAECO

SAECO was founded in 2011 by Michael E. Smith, P.E. and Michael S. Annala, R.G. The firm provides geotechnical engineering, construction QA/QC, and environmental services to clients across the Southwestern U.S. The firm is locally owned and operated and is headquartered in Tempe, Arizona. Currently our staff consists of over 40 engineers, geologists, engineering technicians, and special inspectors. We have built a considerable presence in the industry as a startup during challenging economic conditions because of our commitment to our safety culture and client service. We hope to demonstrate these attributes for your company on this project.

SAECO maintains American Association of State Highway and Transportation Officials (AASHTO) Materials Reference Laboratory (AMRL) and Cement and Concrete Reference Laboratory (CCRL) accreditation. These programs require our quality system meet strict federal criteria and requires us to undergo inspections which assess our personnel and our equipment relative to the criteria established by AASHTO. The programs also require us to participate in a Proficiency Sample Program (PSP) which allows us to conduct testing and provide results that are then compared to other accredited laboratories across the United States.



The company is also committed to the certification and continued development of our employees. SAECO Construction Engineering personnel maintain certifications in a wide range of programs including Arizona Training and Technical Institute (ATTI), American Concrete Institute (ACI), International Code Council (ICC), National Institute of Certified Engineering Technicians (NICET), and the Geosynthetic Institute.

The engineering and management personnel in the Construction Engineering Department of SAECO are currently or have been involved in leadership roles within the American Society of Civil Engineers (ASCE), Arizona Rock Products Association (ARPA), and Maricopa Association of Governments (MAG) Specifications and Technical Committee. Additionally, Mr. Michael E. Smith, P.E. has served as a faculty associate at Arizona State University in the Del E. Webb School of Construction. Our engineering and management personnel are actively involved in determining the future of the construction engineering industry.

The Construction Engineering Department of SAECO has experience on hundreds of projects performing Quality Assurance (QA) and/or Quality Control (QC) materials testing and inspection services. Our staff can provide a wide range of construction engineering services including asphalt and concrete mix designs; laboratory asphalt, soils, concrete, and aggregate evaluations; construction management and safety related services; geosynthetic materials evaluation and inspection; ICC Special Inspection; and, expert witness consulting on various construction, geotechnical, and/or construction materials issues.

Project Information

SAECO understand this project consists of park renovations for Gazelle Meadows Park in the city of Chandler. Testing will include concrete sidewalk paving, new basketball court construction, concrete for skateboarding structures, and playground equipment installations.



Scope of Work and Fee Schedule

Miscellaneous Field Density Testing

SAECO will provide an Engineering Technician to perform sampling (if necessary) and testing during the placement of parking area subgrade, utility trench backfill, and other parking lot aggregate base course in an attempt to evaluate the level of compaction achieved by the contractor. Field testing will include both nuclear density (ASTM D6938) and sandcone density (ASTM D1556).

Soils and aggregate requiring laboratory testing will be sampled and delivered to our AMRL accredited laboratory in Tempe, Arizona. Laboratory testing will include maximum density - optimum moisture (proctor) determinations. Additional laboratory testing will include sieve analysis and plasticity index for aggregate base course materials.

<i>Description</i>	<i>Quantity</i>	<i>Rate</i>	<i>Amount</i>
Engineering Technician, per hour	60	\$ 68.00	\$ 4,080.00
Engineering Technician - OT/Standby, per hour	5	\$ 102.00	\$ 510.00
Mileage (12 trips)	200	\$ 0.80	\$ 160.00
Proctor (ASTM D698 or ASTM D1557)	2	\$ 125.00	\$ 250.00
Sieve Analysis (ASTM C136/C117)	2	\$ 95.00	\$ 190.00
Plasticity Index (ASTM D4318)	2	\$ 85.00	\$ 170.00
Subtotal, Miscellaneous Field Density Testing			\$ 5,360.00

Sitework Concrete

SAECO will provide an Engineering Technician to perform sampling and testing during the placement of concrete. Sampling of concrete will be performed in accordance with ASTM C172. After sampling the temperature of the plastic concrete will be determined in accordance with ASTM C1064 and the slump will be determined in accordance with ASTM C143. If required by the project specifications, or client request, air content and/or yield will be determined in accordance with ASTM C138, ASTM C173, or ASTM C231.

Our Engineering Technician will fabricate a set of concrete compressive strength specimens in accordance with ASTM C31. Unless otherwise directed, our Engineering Technician will fabricate a set of 4 test specimens. One specimen will be tested at 7-days, 2 specimens will be tested at 28-days, and the fourth specimen will be utilized as a hold cylinder in the event the concrete does not make strength at 28-days or additional evaluation is necessary. SAECO will transport the specimens to our central laboratory for compressive strength testing. The specimens will be cured in accordance with ASTM C31 during both the initial and final curing. Laboratory compressive strength testing will be performed in our CCRL accredited laboratory in Tempe, Arizona. ASTM C617 (capping) or ASTM C1231 (unbonded caps) procedure will be followed.



Based upon our review of the project requirements, we have estimated the number of trips below based upon a sampling frequency of 1 set of compressive strength specimens for every 50 cubic yards of sitework concrete placed.

<i>Description</i>	<i>Quantity</i>	<i>Rate</i>	<i>Amount</i>
Engineering Technician, per hour	40	\$ 68.00	\$ 2,720.00
Engineering Technician - OT/Standby, per hour	5	\$ 102.00	\$ 510.00
Mileage (20 trips)	400	\$ 0.80	\$ 320.00
Comp. Strength of Concrete Cylinders (Set of 4, ASTM C39)	20	\$ 100.00	\$ 2,000.00
Subtotal, Sitework Concrete			\$ 5,550.00

Structural Steel

SAECO will provide a special inspector to provide reinforcing steel inspections to confirm the structural plans have been followed.

<i>Description</i>	<i>Quantity</i>	<i>Rate</i>	<i>Amount</i>
Structural Steel Inspector, per hour	15	\$ 80.00	\$ 1,200.00
Structural Steel Inspector - OT/Standby, per hour	5	\$ 120.00	\$ 600.00
Mileage (5 trips)	200	\$ 0.80	\$ 160.00
Subtotal, Structural Steel			\$ 1,960.00

Additional Items

<i>Description</i>	<i>Quantity</i>	<i>Rate</i>	<i>Amount</i>
Report Preparation & Dispatch, per hour	10	\$ 60.00	\$ 600.00
Project Manager, per hour	5	\$ 195.00	\$ 975.00
Professional Engineer, P.E., per hour	2	\$ 225.00	\$ 450.00
Contingency	0	\$ -	\$ -
			\$ 2,025.00

TOTAL ESTIMATED FEE	\$ 14,895.00
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ADDITIONAL PROVISIONS

- 1) Hourly rates shown are based upon a typical 5 day per week, 8 hour per day schedule. The overtime rate applies for work more than 8 hours per day, weekends, and holidays.
- 2) Services are billed portal to portal from our office in Tempe, Arizona.
- 3) A 4-hour minimum charge applies for all of our services.
- 4) Services will be performed with appropriate notification. Schedule requests should be made by emailing us at dispatch@saecosafe.com before 2 pm of the day prior to needing services.



Closing

We are available to start work immediately. SAECO appreciates this opportunity to provide this proposal. We have attached a Consulting Agreement which you can use to authorize us to begin work. Should you find this proposal acceptable please sign and return this proposal which includes the Consulting Agreement. We are available to discuss this proposal with you should have any questions.

Sincerely,


Michael E. Smith, P.E.
Principal

attachment: Consulting Agreement

CONSULTING AGREEMENT

Consulting Agreement Date (the "Effective Date") December 6, 2023 - Revised April 17, 2024
Between ("Consultant") Smith & Annala Engineering Co. DBA SAECO
and (Company) Achen Gardner Construction, LLC.
SAECO Proposal No. PC44.23.065

This CONSULTING AGREEMENT (the "Agreement") is entered into between Consultant and Company each together sometimes referred to as the "Parties" and/or individually as a "Party". In consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

1. **Engagement.** The company hereby retains Consultant to provide the services described in the above referenced SAECO Proposal. Consultant shall devote reasonable time and his reasonable best efforts, skill, and attention to the performance of such consulting services.
2. **Term of Engagement.** This Agreement shall commence as of the Effective Date and, unless terminated as set forth in Section 8, continue through the completion of the work which should not be longer than 90 days. The term of this Agreement as in effect from time to time shall be referred to as the "Term."
3. **Compensation.** During the Term of this Agreement, as compensation for all services rendered by the Consultant, the Company shall pay fees to the Consultant in accordance with the above referenced proposal.
4. **Taxes.** Consultant shall be responsible for payment of all taxes arising out of Consultant's activities in accordance with this Agreement.
5. **Termination.** Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party. Except as otherwise provided herein, in the event of termination, Consultant shall be entitled to compensation until the expiration of the stated notice period. Notwithstanding the foregoing, in the event of a violation by Consultant of any term or condition, express or implied, of this Agreement or of any federal or state law or regulation pertaining to or arising from Consultant's performance of services under this Agreement, the Company may, in its discretion, terminate this Agreement immediately, without notice and in such event, Consultant shall only be entitled to compensation up to the time of such violation.
6. **Entire Agreement and Amendment.** This Agreement embodies the entire agreement and understanding of the Parties hereto in respect of the subject matter of this Agreement, and supersedes and replaces all prior agreements, understandings and commitments with respect to such subject matter; provided, however, that this Agreement shall be subject to the terms and conditions of the Confidentiality Agreement. This agreement may be amended only by a written document signed by both Parties to this Agreement.
7. **Limitation of Liability.** The Consultant's liability for work performed under this contract shall be limited to \$50,000. Neither Company nor any third parties assume liability for damages to others which may arise solely on account of Consultant's negligent acts, errors or omissions. As part of the consideration Consultant requires for provision of the Services indicated herein, Company agrees that any claim for damages filed against Consultant by Company or any contractor or subcontractor hired directly or indirectly by Company will be filed solely against Consultant or its successors or assigns and that no individual person shall be made personally liable or liable for damages, in whole or in part.
8. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arizona.

Consulting Agreement (Cont.)

9. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10. Invoice(s). Consultant will submit an invoice to the Company upon completion of the work or on a monthly basis depending on project duration. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date.

11. Standard of Care & Notification. Services performed by Consultant under this Consulting Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No warranty express or implied is made.

Consultant agrees to notify Company when unanticipated hazardous materials or suspected hazardous materials are encountered. Company agrees to make any disclosures required by law to the appropriate governing agencies.

Consultant will be responsible for data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

IN WITNESS WHEREOF the Parties have executed this Agreement to be effective as of the Effective Date.

COMPANY:

Achen Gardner Construction, LLC.

By: _____

Name: _____

Title: _____

Date: _____

CONSULTANT:

Smith & Annala Engineering Co. (SAECO)


Michael E. Smith, R.E.
Principal

RAMADA RAMADA

Vendor Code		EXERPLAY					
Vendor Name		EXERPLAY					
Vendor Phone							
Bid	Activity	Resource	Desc	Quan	Unit	Plug Price	Unit Price
170	2003340	4PLYSHD	SUBCONTRACTOR BOND COS	1.00	LS	0.0000	0.0000
5155	2003340	4PLYSHD	RAMADA	1.00	EA	34,372.0000	34,372.0000
Quoted Amount						34,372	
Plugged Amount						0	
Bond						0	
Mobilization						0	
% Adjustment						0	
\$ Adjustment						0	
Total Adjustment						0	
Totals						34,372	34,372
Diff From Plug						0	
Selected Total						34,372	
Total Minority						0	

A 'P' beside a price indicates a plug price.
 Green background indicates that the vendor is selected.



Proposal

Q001563

Please Issue Purchase Order to:

Exerplay, Inc
PO Box 1160, Cedar Crest, NM 87008
fax to 505-281-0155

Proposal Date	Salesperson
4/8/2024	Kevin Solomon 480-323-0337 kevin@exerplay.com

Chandler, City of; Gazelle Meadows Park Renovation

Quantity	Item Code	Description	Unit Price	DISC.	Total Extended
		LANDSCAPE STRUCTURES, INC.			
3.00	171570A	Mushroom Stepper 16" (DB Only), Design 23650A	1,200.00		3,600.00
2.00	171572A	Mushroom Stepper 24" (DB Only), Design 23650A	1,580.00		3,160.00
3.00	171568A	Mushroom Stepper 8" (DB Only), Design 23650A	1,200.00		3,600.00
1.00	247189A	Chill Spinner Direct Bury, Design 23650A	2,620.00		2,620.00
2.00	247179A	Curva Spinner (DB Only), Design 23650A	2,395.00		4,790.00
1.00	148638A	Stand-Up Seesaw Direct Bury, Design 23650A	3,235.00		3,235.00
3.00	158105A	Wobble Pod Bouncer (DB Only), Design 2365A	1,960.00		5,880.00
1.00	FREIGHT	Freight/Shipping Charges (150-23-1654)	3,510.00		3,510.00
1.00	CEC-INSTALL	Installation of Playground Equipment (09048-1)	8,695.00		8,695.00
		Current lead time on play equipment is September 2024			
		SCENIC SHELTERS			
1.00	SHELTER	20' x 20' Steel Open Gable, SOG2020-CUS, 24 ga. multi-rib metal roof, 4:12 roof pitch, 10' Eave for Exposed 3' Pier, Powder coated steel frame(Standard colors only **Upcharge for custom colors), Zinc plated fasteners, Tubular steel frame utilizes hidden hidden bolts & fasteners where possible, Electrical Provisions: N/A - NOTE - Lead time for Ramadas is approximately 10 weeks, anchor bolts and permits by others.	18,645.00		18,645.00
1.00	ENGINEERING	Structural Calculations - NOTE - Lead time for Structural Calcs is approximately 3-4 weeks	1,250.00		1,250.00
1.00	FREIGHT	Freight/shipping charges (55689)	4,927.00		4,927.00
1.00	CEC-INSTALL	Installation of Ramada (excludes footers, masonry & permits) (09048-1)	9,550.00		9,550.00
		SITE FURNISHINGS			
6.00	GPS20	Rotating Grill, In-Ground Mount	497.00		2,982.00
19.00	TR32CLASSIC	32 Gallon Classic Standard Trash Receptacle, Receptacle Only	670.00		12,730.00
19.00	FLATTOP32-HW	Flat Top for 32 Gallon Receptacles	187.00		3,553.00
19.00	LINER32-BLACK	Plastic Liner - Black Color	83.20		1,580.80
19.00	TR-SM-HW	Surface Mounting Kit for All Models	93.50		1,776.50
15.00	B6WBCLASSIC	6' Portable Classic Bench with Back	1,927.00		28,905.00
4.00	T46CLASSPEDS	46" Classic Square Pedestal Table with 4 Attached	2,458.00		9,832.00
2.00	T46CLASSPED-3SADA	46" x 57" Classic Accessible Square Pedestal Table with 3 Attached Seats, In-Ground Mount	2,315.00		4,630.00
2.00	T8RCDBLPEDHDCPS8'	Regal Accessible Rectangular (Double) Pedestal	2,007.00		4,014.00
4.00	T6RCPEDHDCPS	6' Regal Accessible Rectangular Pedestal Table, In-Ground Mount	2,145.00		8,580.00
1.00	FREIGHT	Freight/Shipping Charges (QU00281973)	9,696.00		9,696.00
1.00	CEC-INSTALL	Installation of Webcoat Site Furnishings (09048-1)	16,905.00		16,905.00



Proposal

Q001563

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Proposal Date	Salesperson
4/8/2024	Kevin Solomon 480-323-0337 kevin@exerplay.com

Chandler, City of; Gazelle Meadows Park Renovation

Quantity	Item Code	Description	Unit Price	DISC.	Total Extended
2.00	SITE FURNISHINGS	GN45-5 • 4.5" 5' EXT GN W/PLATE & BRACES	1,062.00		2,124.00
2.00	1342B	42 x 72 Rectangular Fiberglass Backboard with Orange Red Mold	813.00		1,626.00
2.00	8800	Endurance Breakaway Slam Goal with Nylon Net	239.00		478.00
1.00	FREIGHT	Freight/Shipping Charges (020689-00)	1,740.00		1,740.00
2.00	CEC-INSTALL	Installation of Sports Equipment (09048-1)	1,435.00		2,870.00
SAFETY SURFACING					
565.00	EWf	Engineered Wood Fiber, priced per cu/yd (6807 SF at 18" Depth)	25.00		14,125.00
6.00	FREIGHT	Freight/Shipping Charges, Priced per Truck Load (14630)	1,262.00		7,572.00
6.00	SURFACING	DL6 • WOODCARPET FABRIC 5X300	266.00		1,596.00
1.00	CEC-INSTALL	Installation of Engineered Wood Fiber, 6807 SF at 18" Depth and GeoTek Fabric (09048-1)	14,115.00		14,115.00
4.00	SITE FURNISHINGS	3' x 5' x 2" Swing Wear Mat - Black	189.00		756.00
1.00	FREIGHT	Freight/Shipping Charges (67202 R1)	611.00		611.00
4.00	CEC-INSTALL	Installation of Wear Mats (09048-1)	101.00		404.00
1.00	SURFACING	Provide & Install 1023 SF Sqft CP Kid Play 60oz Antimicrobial Yarn System with Fall Safe 1" rubber buffings systems w/ nailer boards (26514) Note: Turf includes subbase, not concrete	23,740.00		23,740.00
1.00	CEC-INSTALL	Add Option: Temporary fence, chain-link. Fencing is a deterrent only. Project owner is responsible for site security. CEC is not liable for theft or vandalism that occurs even if temporary fencing is provided. 392 LF Play Area only (Contiguous)	4,865.00		4,865.00
1.00	CEC-INSTALL	Add Option: Hire private line locator (Local) *Pricing reflects single, concurrent mobilization. Additional mobilization will incur a minimum cost of \$975.00 each.	975.00		975.00

THIS PROPOSAL IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS

Taxes subject to change

Proposal prepared by: Ashley Gonzales

Subtotal	256,243.30
Tax Total:	0.00
Total	256,243.30



Proposal

Q001563

Please Issue Purchase Order to:

Exerplay, Inc
PO Box 1160, Cedar Crest, NM 87008
fax to 505-281-0155

Proposal Date	Salesperson
4/8/2024	Kevin Solomon 480-323-0337 kevin@exerplay.com

Chandler, City of; Gazelle Meadows Park Renovation

Quantity	Item Code	Description	Unit Price	DISC.	Total Extended
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Accepted by:

Print Name:

Signature:

Date:

P.O. BOX 1160 Cedar Crest, NM 87008

1-800-457-5444

Exerplay.com

Fax 505-281-0155

Page: 3 of 5

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Proposal

Q001563

General Terms and Conditions:

Pricing for all listed items is good for 30 days from date of quote. ExerPlay reserves the right to revise pricing if any quote approvals are received after the 30-day timeframe, or if any portion of the quote is changed or removed. This may result in a delay in ordering materials for this project.

Pricing is for the listed items only and unless specifically shown on the quote, does not include freight, installation, engineering, offloading, storage, security, site preparation, permitting, security/temporary fencing, hard dig conditions, saw cutting, core drilling, field painting, electrical, concrete slabs, masonry work, ABC compaction, curbing, hand digging, excavation, spoil & waste removal, certification classes, background checks/badging, private line locating, or any applicable taxes or bonds. To obtain a performance/payment bond, please add 3.5% of the total to this quote.

Any necessary permits (federal, state, and/or local building) or special inspections are the responsibility of the General Contractor or End Owner.

Any applicable taxes shown on the quote are calculated based on state, city or county rates and project-specific requirements. Any Requests to remove taxes are subject to approval and MUST include an applicable tax-exempt certificate.

Please provide a signed quote, Purchase Order, or Contract to request an order. Further information such as shipping, colors, contact info, etc., may be needed before an order can be placed. Contract terms are subject to review and approval.

Notwithstanding anything to the contrary in any Contract Documents, ExerPlay shall have no duty to defend or indemnify Owner, Customer, or any other party for that portion of any claim arising out of the sole negligence of the indemnified party.

Owner or General Contractor understands that estimated shipment times for materials are subject to change due to manufacturer lead times. Please communicate your project schedule, including any liquidated damages, to ExerPlay prior to ordering. ExerPlay shall not be liable for any loss caused by the timing of delayed shipments.

Billing and Payment Terms:

Current Customers: Unless otherwise negotiated and agreed upon, ExerPlay's payment terms are Net 30 from the date of the invoice, with approved credit; and Net 45 for contracted projects. ExerPlay's process is to bill the customer when the equipment ships. Surfacing and installation are billed upon completion. Bonds are billed when ordered. Late payments may be subject to finance fees and/or legal action.

New Customers: New customers may be required to pay a deposit on equipment at time of order. Deposit amount to be determined, based on credit. The remainder of that equipment, including freight, will be billed when it ships. Surfacing and installation are billed upon completion. Bonds are billed when ordered.

If paying by credit card, there will be a 3.5% fee added to the invoice.

Installation Terms:

If installation is included on the quote, the following guidelines must be followed:

1. It is recommended that any Landscape Structures Equipment be installed by a certified Landscape Structures installer, and that all other equipment be installed by a CPSI Certified installer. ExerPlay reserves the right to request proof of certification.
2. Playground equipment MUST be installed over ADA compliant wood fiber or rubber surfacing. This area is not ADA compliant without surfacing and an accessible route up to and into the playground area. Please contact us for more information.
3. Installation price does NOT include prevailing wages, Davis-Bacon wages, or TERO wages unless otherwise specified. Any changes in wage requirements at time of order are subject to updated pricing.
4. Installation price is based on normal soil conditions. Unusual or hard dig soil conditions that require the use of a jack hammer, or other such equipment, will incur additional charges by reason of such conditions and supervisory fee, and for an extension of the time of completion. Installation price does not include removal of anything which may hinder installation of equipment, unless otherwise specified on our quote.
5. If Hard Dig conditions are known, please advise so we can quote accordingly to avoid any delays or additional fees. Hard Dig conditions will be considered anything that cannot be excavated with a standard Bobcat mounted hydraulic auger. Hard Dig conditions will require a change order at a Time & Material rate. If an auger truck is required to complete digging, it will be at the expense of the General Contractor or Owner, if a spoil report is not provided at the time of quoting.



6. Finish grade is to be provided by others prior to arrival of installer.
7. Installer must have free and clear access to the install location(s). The installer is not responsible for damage done to existing surfacing/landscaping that may occur when equipment & vehicles are being used in the normal course of construction. Reasonable access to the job site for a Bobcat is assumed as a part of this quote.
8. Line-item pricing is for informational purposes only and is based upon being awarded the total project. All items are to be installed concurrently if specific areas are not ready for installation, and an additional mobilization fee will be required via Change order unless otherwise specified on the quote.
9. If any materials need to be unloaded on site by the installer, unloading must be coordinated at the same time as the installation. If special arrangements need to be made, an additional trip charge for unloading may apply.
10. Our installation team will call 811 to conduct a line location service; however, often-times they do not mark lines on the actual property where the installation will be done. The owner is responsible for blue-staking the job site and staking out any underground utilities prior to installation. Owner is responsible should damage occur.
11. Neither ExerPlay nor Installers are responsible for vandalism, theft of equipment or subsequent repairs or replacement. Security fencing can be provided upon request and added to the quote.
12. The job site MUST be ready, and area leveled, when the installer arrives to begin the job, unless specifically noted on the quote. Any downtime or site delays caused by Owner or General Contractor will incur additional fees.
13. If equipment is to be shipped to the installer's yard, it will be held for a maximum of 6 months from delivery, with intent to install in that time frame; otherwise, storage fees may occur.

General Contractor is responsible for:

1. Adequate storage and layout area as well as security of equipment while on site.
2. Water, power, sanitary facilities, and trash container on site.
3. Free and clear vehicle access to site and all areas under the scope of work.
4. Movement of any utilities conflicting with the installation of the equipment (installer is not responsible for landscape irrigation).
5. Once the installers are on site, any delays or additional work incurred by the installation crew and caused by others (owners or other contractors) will be charged on a cost-plus basis.
6. Any additional costs, i.e. demolition, relocation, excavation, surfacing materials, and labor due to abnormal soil conditions, are not included in price.
7. Please notify ExerPlay of any changes immediately. If any changes are made which we are not aware of, and which alter the installation, then all additional costs will be passed on to the GC.

REDIMIX REDI MIX

Vendor Code							CORE READYMI	ACHENGARDNER	DESERETREDIM
Vendor Name							Core Readymix	Achen Gardner	Desert Redi Mix
Vendor Phone							4802281768	4804039452	4804282280
Bid	Activity	Resource	Desc	Quan	Unit	Plug Price	Unit Price	Unit Price	Unit Price
		2CRCCIB	DAVIS COLOR ICE BLUE	0.00	CY	35.0000	0.0000	0.0000	0.0000
		2CRCCSDB	DAVIS COLOR SAN DIEGO BU	0.00	CY	35.0000	0.0000	0.0000	0.0000
		2CRCOLORCY	COLOR PER CY	21.00	CY	45.0000	0.0000	0.0000	0.0000
		2CRCWO	COLOR WASHOUT	0.00	LD	100.0000	0.0000	0.0000	0.0000
		2CRMAG1/25K	1/2 SACK CLSM	20.00	CY	100.0000	111.0000	114.1250	117.2500
		2CRMAGA	MAG A CONCRETE	513.81	CY	130.0000	146.0000	151.6250	157.2500
		2CRMAGAA	MAG AA CONCRETE	30.00	CY	130.0000	150.0000	157.6250	165.2500
		2CRMAGB	MAG B CONCRETE	39.00	CY	130.0000	144.0000	148.6250	153.2500
		2CRMAGC	MAG C CONCRETE	2.00	CY	130.0000	144.0000	148.6250	153.2500
Quoted Amount							87,640	91,011	94,382
Plugged Amount							0	0	0
Bond							0	0	0
Mobilization							0	0	0
% Adjustment							0	0	0
\$ Adjustment							0	0	0
Total Adjustment							0	0	0
Totals						78,970	87,640	91,011	94,382
Diff From Plug							8,670	12,041	15,412
Total Minority							0	0	0

A 'P' beside a price indicates a plug price.
 Green background indicates that the vendor is selected.



DESERT READY MIX

READY MIX CONCRETE SALES AND SERVICE

4011 PRESIDIO STREET

MESA, AZ 85215

OFFICE: 480-428-2280 FAX: 480-985-4248

Begin Date: April 26, 2024

Quote # : 22201

Expiration Date: December 31, 2024

MAP/GRID

Customer: ACHEN GARDNER CONSTRUCTION, LLC

Customer Code: ACHE001

Address:

CHANDLER, AZ 85224

Contact: PAUL EKSTORM (ESTIMATOR)

Phone: 480-940-1300

Fax:

Project: GAZELLE MEADOWS PARK

Job Address: NWC E. ERIE STREET & N. EXETER STREET

Terms Description: 2% 10TH NET 30

Item Code	Item Description	Est. Qty	Price
S500501	PHCLSM.5 (1/2 SACK SLURRY COP)	20 Yards	\$114.00
SRP104	1/2 SACK MAG CLSM (SRP MIX IF NEEDED)	Per Yard	\$114.00
A202501	MAG B 2500 PSI W/ASH	40 Yards	\$150.00
A203001	MAG A 3000 PSI W/ASH	520 Yards	\$154.00
A204001	MAG AA 4000 PSI W/ASH	30 Yards	\$162.00
TC	TEMPERATURE CONTROL	Per Yard	\$1.00

Additional Fees

Fee ID *	UOM	Price
E01	Per Yard	\$3.25
FSC	Per Load	\$TBD

Minimum Load Fee

Less than or equal to	UOM	Price
2 Yards	Load	\$0.00
3.5 Yards	Load	\$0.00
5.5 Yards	Load	\$0.00

- Normal operating hours are Mon-Fri, Sat, Sun or Holidays are subject to surcharges.
- Color added at no expressed guarantee.
- Drivers do not accept cash or make change.
- Desert Ready Mix reserves the right to increase prices due to RAW Material cost increases such as Cement, Fly Ash, Aggregates or unexpected Fuel increases.
- All specialized aggregate sales are based on availability.
- Deliveries less than 6 Cubic yards are subject to our minimum load charges.
- This quote does not guarantee product or service availability
- All Aggregates and Concrete deliveries include a per load fuel surcharge.

Quoted By:

BRUCE A. TABET

SAFESURFAC SAFETY SURFACING & EWF

Vendor Code							EXERPLAY
Vendor Name							EXERPLAY
Vendor Phone							
Bid	Activity	Resource	Desc	Quan	Unit	Plug Price	Unit Price
1150	1150100	4PFPEWFA	EWF TYPE A, 6" DEPTH	0.00	SF	5.0600	0.0000
1160	1160100	4PFPEWFB	EWF TYPE B, 18" DEPTH	6,807.00	SF	4.4300	5.4960
Quoted Amount							37,411
Plugged Amount							0
Bond							0
Mobilization							0
% Adjustment							0
\$ Adjustment							0
Total Adjustment							0
Totals						30,155	37,411
Diff From Plug							7,256
Total Minority							0

A 'P' beside a price indicates a plug price.
 Green background indicates that the vendor is selected.



Proposal

Q001563

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Proposal Date	Salesperson
4/8/2024	Kevin Solomon 480-323-0337 kevin@exerplay.com

Chandler, City of; Gazelle Meadows Park Renovation

Quantity	Item Code	Description	Unit Price	DISC.	Total Extended
		LANDSCAPE STRUCTURES, INC.			
3.00	171570A	Mushroom Stepper 16" (DB Only), Design 23650A	1,200.00		3,600.00
2.00	171572A	Mushroom Stepper 24" (DB Only), Design 23650A	1,580.00		3,160.00
3.00	171568A	Mushroom Stepper 8" (DB Only), Design 23650A	1,200.00		3,600.00
1.00	247189A	Chill Spinner Direct Bury, Design 23650A	2,620.00		2,620.00
2.00	247179A	Curva Spinner (DB Only), Design 23650A	2,395.00		4,790.00
1.00	148638A	Stand-Up Seesaw Direct Bury, Design 23650A	3,235.00		3,235.00
3.00	158105A	Wobble Pod Bouncer (DB Only), Design 2365A	1,960.00		5,880.00
1.00	FREIGHT	Freight/Shipping Charges (150-23-1654)	3,510.00		3,510.00
1.00	CEC-INSTALL	Installation of Playground Equipment (09048-1)	8,695.00		8,695.00
		Current lead time on play equipment is September 2024			
		SCENIC SHELTERS			
1.00	SHELTER	20' x 20' Steel Open Gable, SOG2020-CUS, 24 ga. multi-rib metal roof, 4:12 roof pitch, 10' Eave for Exposed 3' Pier, Powder coated steel frame(Standard colors only **Upcharge for custom colors), Zinc plated fasteners, Tubular steel frame utilizes hidden hidden bolts & fasteners where possible, Electrical Provisions: N/A - NOTE - Lead time for Ramadas is approximately 10 weeks, anchor bolts and permits by others.	18,645.00		18,645.00
1.00	ENGINEERING	Structural Calculations - NOTE - Lead time for Structural Calcs is approximately 3-4 weeks	1,250.00		1,250.00
1.00	FREIGHT	Freight/shipping charges (55689)	4,927.00		4,927.00
1.00	CEC-INSTALL	Installation of Ramada (excludes footers, masonry & permits) (09048-1)	9,550.00		9,550.00
		SITE FURNISHINGS			
6.00	GPS20	Rotating Grill, In-Ground Mount	497.00		2,982.00
19.00	TR32CLASSIC	32 Gallon Classic Standard Trash Receptacle, Receptacle Only	670.00		12,730.00
19.00	FLATTOP32-HW	Flat Top for 32 Gallon Receptacles	187.00		3,553.00
19.00	LINER32-BLACK	Plastic Liner - Black Color	83.20		1,580.80
19.00	TR-SM-HW	Surface Mounting Kit for All Models	93.50		1,776.50
15.00	B6WBCLASSIC	6' Portable Classic Bench with Back	1,927.00		28,905.00
4.00	T46CLASSPEDS	46" Classic Square Pedestal Table with 4 Attached	2,458.00		9,832.00
2.00	T46CLASSPED-3SADA	46" x 57" Classic Accessible Square Pedestal Table with 3 Attached Seats, In-Ground Mount	2,315.00		4,630.00
2.00	T8RCDBLPEDHDCPS	8' Regal Accessible Rectangular (Double) Pedestal	2,007.00		4,014.00
4.00	T6RCPEDHDCPS	6' Regal Accessible Rectangular Pedestal Table, In-Ground Mount	2,145.00		8,580.00
1.00	FREIGHT	Freight/Shipping Charges (QUO0281973)	9,696.00		9,696.00
1.00	CEC-INSTALL	Installation of Webcoat Site Furnishings (09048-1)	16,905.00		16,905.00



Proposal

Q001563

Please Issue Purchase Order to:

Exerplay, Inc
PO Box 1160, Cedar Crest, NM 87008
fax to 505-281-0155

Proposal Date	Salesperson
4/8/2024	Kevin Solomon 480-323-0337 kevin@exerplay.com

Chandler, City of; Gazelle Meadows Park Renovation

Quantity	Item Code	Description	Unit Price	DISC.	Total Extended
2.00	SITE FURNISHINGS	GN45-5 • 4.5" 5' EXT GN W/PLATE & BRACES	1,062.00		2,124.00
2.00	1342B	42 x 72 Rectangular Fiberglass Backboard with Orange Red Mold	813.00		1,626.00
2.00	8800	Endurance Breakaway Slam Goal with Nylon Net	239.00		478.00
1.00	FREIGHT	Freight/Shipping Charges (020689-00)	1,740.00		1,740.00
2.00	CEC-INSTALL	Installation of Sports Equipment (09048-1)	1,435.00		2,870.00
SAFETY SURFACING					
565.00	EWf	Engineered Wood Fiber, priced per cu/yd (6807 SF at 18" Depth)	25.00		14,125.00
6.00	FREIGHT	Freight/Shipping Charges, Priced per Truck Load (14630)	1,262.00		7,572.00
6.00	SURFACING	DL6 • WOODCARPET FABRIC 5X300	266.00		1,596.00
1.00	CEC-INSTALL	Installation of Engineered Wood Fiber, 6807 SF at 18" Depth and GeoTek Fabric (09048-1)	14,115.00		14,115.00
4.00	SITE FURNISHINGS	3' x 5' x 2" Swing Wear Mat - Black	189.00		756.00
1.00	FREIGHT	Freight/Shipping Charges (67202 R1)	611.00		611.00
4.00	CEC-INSTALL	Installation of Wear Mats (09048-1)	101.00		404.00
1.00	SURFACING	Provide & Install 1023 SF Sqft CP Kid Play 60oz Antimicrobial Yarn System with Fall Safe 1" rubber buffings systems w/ nailer boards (26514) Note: Turf includes subbase, not concrete	23,740.00		23,740.00
1.00	CEC-INSTALL	Add Option: Temporary fence, chain-link. Fencing is a deterrent only. Project owner is responsible for site security. CEC is not liable for theft or vandalism that occurs even if temporary fencing is provided. 392 LF Play Area only (Contiguous)	4,865.00		4,865.00
1.00	CEC-INSTALL	Add Option: Hire private line locator (Local) *Pricing reflects single, concurrent mobilization. Additional mobilization will incur a minimum cost of \$975.00 each.	975.00		975.00
THIS PROPOSAL IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS			Subtotal		256,243.30
Taxes subject to change			Tax Total:		0.00
Proposal prepared by: Ashley Gonzales			Total		256,243.30



Proposal

Q001563

Please Issue Purchase Order to:

Exerplay, Inc
PO Box 1160, Cedar Crest, NM 87008
fax to 505-281-0155

Proposal Date	Salesperson
4/8/2024	Kevin Solomon 480-323-0337 kevin@exerplay.com

Chandler, City of; Gazelle Meadows Park Renovation

Quantity	Item Code	Description	Unit Price	DISC.	Total Extended
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Accepted by:

Print Name:

Signature:

Date:

P.O. BOX 1160 Cedar Crest, NM 87008

1-800-457-5444

Exerplay.com

Fax 505-281-0155



6. Finish grade is to be provided by others prior to arrival of installer.
7. Installer must have free and clear access to the install location(s). The installer is not responsible for damage done to existing surfacing/landscaping that may occur when equipment & vehicles are being used in the normal course of construction. Reasonable access to the job site for a Bobcat is assumed as a part of this quote.
8. Line-item pricing is for informational purposes only and is based upon being awarded the total project. All items are to be installed concurrently if specific areas are not ready for installation, and an additional mobilization fee will be required via Change order unless otherwise specified on the quote.
9. If any materials need to be unloaded on site by the installer, unloading must be coordinated at the same time as the installation. If special arrangements need to be made, an additional trip charge for unloading may apply.
10. Our installation team will call 811 to conduct a line location service; however, often-times they do not mark lines on the actual property where the installation will be done. The owner is responsible for blue-staking the job site and staking out any underground utilities prior to installation. Owner is responsible should damage occur.
11. Neither ExerPlay nor Installers are responsible for vandalism, theft of equipment or subsequent repairs or replacement. Security fencing can be provided upon request and added to the quote.
12. The job site MUST be ready, and area leveled, when the installer arrives to begin the job, unless specifically noted on the quote. Any downtime or site delays caused by Owner or General Contractor will incur additional fees.
13. If equipment is to be shipped to the installer's yard, it will be held for a maximum of 6 months from delivery, with intent to install in that time frame; otherwise, storage fees may occur.

General Contractor is responsible for:

1. Adequate storage and layout area as well as security of equipment while on site.
2. Water, power, sanitary facilities, and trash container on site.
3. Free and clear vehicle access to site and all areas under the scope of work.
4. Movement of any utilities conflicting with the installation of the equipment (installer is not responsible for landscape irrigation).
5. Once the installers are on site, any delays or additional work incurred by the installation crew and caused by others (owners or other contractors) will be charged on a cost-plus basis.
6. Any additional costs, i.e. demolition, relocation, excavation, surfacing materials, and labor due to abnormal soil conditions, are not included in price.
7. Please notify ExerPlay of any changes immediately. If any changes are made which we are not aware of, and which alter the installation, then all additional costs will be passed on to the GC.



General Terms and Conditions:

Pricing for all listed items is good for 30 days from date of quote. ExerPlay reserves the right to revise pricing if any quote approvals are received after the 30-day timeframe, or if any portion of the quote is changed or removed. This may result in a delay in ordering materials for this project.

Pricing is for the listed items only and unless specifically shown on the quote, does not include freight, installation, engineering, offloading, storage, security, site preparation, permitting, security/temporary fencing, hard dig conditions, saw cutting, core drilling, field painting, electrical, concrete slabs, masonry work, ABC compaction, curbing, hand digging, excavation, spoil & waste removal, certification classes, background checks/badging, private line locating, or any applicable taxes or bonds. To obtain a performance/payment bond, please add 3.5% of the total to this quote.

Any necessary permits (federal, state, and/or local building) or special inspections are the responsibility of the General Contractor or End Owner.

Any applicable taxes shown on the quote are calculated based on state, city or county rates and project-specific requirements. Any Requests to remove taxes are subject to approval and MUST include an applicable tax-exempt certificate.

Please provide a signed quote, Purchase Order, or Contract to request an order. Further information such as shipping, colors, contact info, etc., may be needed before an order can be placed. Contract terms are subject to review and approval.

Notwithstanding anything to the contrary in any Contract Documents, ExerPlay shall have no duty to defend or indemnify Owner, Customer, or any other party for that portion of any claim arising out of the sole negligence of the indemnified party.

Owner or General Contractor understands that estimated shipment times for materials are subject to change due to manufacturer lead times. Please communicate your project schedule, including any liquidated damages, to ExerPlay prior to ordering. ExerPlay shall not be liable for any loss caused by the timing of delayed shipments.

Billing and Payment Terms:

Current Customers: Unless otherwise negotiated and agreed upon, ExerPlay's payment terms are Net 30 from the date of the invoice, with approved credit; and Net 45 for contracted projects. ExerPlay's process is to bill the customer when the equipment ships. Surfacing and installation are billed upon completion. Bonds are billed when ordered. Late payments may be subject to finance fees and/or legal action.

New Customers: New customers may be required to pay a deposit on equipment at time of order. Deposit amount to be determined, based on credit. The remainder of that equipment, including freight, will be billed when it ships. Surfacing and installation are billed upon completion. Bonds are billed when ordered.

If paying by credit card, there will be a 3.5% fee added to the invoice.

Installation Terms:

If installation is included on the quote, the following guidelines must be followed:

1. It is recommended that any Landscape Structures Equipment be installed by a certified Landscape Structures installer, and that all other equipment be installed by a CPSI Certified installer. ExerPlay reserves the right to request proof of certification.
2. Playground equipment MUST be installed over ADA compliant wood fiber or rubber surfacing. This area is not ADA compliant without surfacing and an accessible route up to and into the playground area. Please contact us for more information.
3. Installation price does NOT include prevailing wages, Davis-Bacon wages, or TERO wages unless otherwise specified. Any changes in wage requirements at time of order are subject to updated pricing.
4. Installation price is based on normal soil conditions. Unusual or hard dig soil conditions that require the use of a jack hammer, or other such equipment, will incur additional charges by reason of such conditions and supervisory fee, and for an extension of the time of completion. Installation price does not include removal of anything which may hinder installation of equipment, unless otherwise specified on our quote.
5. If Hard Dig conditions are known, please advise so we can quote accordingly to avoid any delays or additional fees. Hard Dig conditions will be considered anything that cannot be excavated with a standard Bobcat mounted hydraulic auger. Hard Dig conditions will require a change order at a Time & Material rate. If an auger truck is required to complete digging, it will be at the expense of the General Contractor or Owner, if a spoil report is not provided at the time of quoting.

STRUCTURES STRUCTURES

Vendor Code		CEMROCK					
Vendor Name		CEMROCK					
Vendor Phone		5205711999					
Bid	Activity	Resource	Desc	Quan	Unit	Plug Price	Unit Price
5330	2000800	4CONSTRUC	CONCRETE LION	1.00	EA	12,500.0000	38,035.0000
Quoted Amount						38,035	
Plugged Amount						0	
Bond						0	
Mobilization						0	
% Adjustment						0	
\$ Adjustment						0	
Total Adjustment						0	
Totals				12,500		38,035	
Diff From Plug						25,535	
Total Minority						0	

A 'P' beside a price indicates a plug price.
 Green background indicates that the vendor is selected.

Project: City of Chandler - Gazelle Meadows Park - Lion Sculpture

Bid Date 4.19.24



Prepared by: Christopher Conley, cconley@cemrock.com

Base Price

Lion Sculpture Fabrication	\$38,035
Sales Tax - 7.8%	\$3,899
Total Base Price	\$41,934

NOTES

* Payment Terms: Cemrock will require a down payment of 50% with the final 50% due prior to shipping.

* Pricing Based on Sheet LS505 (dated 12/21/23) and email direction from Dig Studio (dated 4/12/24).

* Pricing assumes availability of materials for performing shop fabrication work. Should materials become unavailable or delayed Cemrock reserves right to re-evaluate pricing under such circumstances.

* Cemrock has not included any costs associated with delays or project interruption from pandemics or other health-related restrictions. Cemrock reserves the right to re-evaluate pricing under such circumstances.

INCLUSIONS

• Base Price - Lion Sculpture: Base price includes fabrication of a single Lion Sculpture, approximately life size and lying down position. Fabrication will be GFRC over foam with acrylic latex paint (as needed) and sealer. Cemrock will include a concrete pedestal as part of the structure and forklift tubes for lifting/moving. Sculpture will be attached to a concrete base or placed on the ground by others.

EXCLUSIONS

• Shipping	• Engineering
• Testing/Inspections/Permits	• Union Involvement/ Prevailing Wages
• Liquidated Damages	• Concrete Foundations
• MBE/WBE Requirements	• All Sitework, mobilizations, Travel, etc.

ADDITIONAL TERMS AND CONDITIONS

*All Pricing is US Dollars.

*Cemrock will not warranty against defects inherent in the project design, or defects in work by others.

*Cemrock will execute Consensus DOC's to memorialize their agreement, supplemented and modified by this proposal, which shall be incorporated by reference in the final subcontract.

*A change in the price of any item of material of more than 5% between the date of this proposal and the date of installation shall warrant an equitable adjustment of the subcontract price.

*This proposal is valid for a period of thirty (30) days.

*In the event that Cemrock must fabricate or store materials offsite prior to on-site installations, Cemrock will be permitted to submit monthly applications for progress payment for the off-site materials and labor.

*Cemrock will not indemnify the Purchaser or project Owner beyond responsibility for damages that are directly caused by Cemrock or its employees.

*Cemrock will not accept backcharges of any manner unless we are notified in writing within 48 hours of the backcharge cause.

*Acceptance of this proposal is expressly limited to the terms of this proposal.

SURVEY**SURVEY**

Vendor Code								RICKENG
Vendor Name								Rick Engineerin
Vendor Phone								4809220780
Bid	Activity	Resource	Desc	Quan	Unit	Plug Price	Unit Price	
		4SURVAB	SURVEY AS BUILTS	1.00	LS	895.0000	895.0000	
		4SURVEY	SURVEY SUB	1.00	LS	10,800.0000	8,950.0000	
Quoted Amount								9,845
Plugged Amount								0
Bond								0
Mobilization								0
% Adjustment								985
\$ Adjustment								0
S&S LAYOUT		SAW & SEAL LAYOUT					6,800	
Total Adjustment								7,785
Totals						11,695	17,630	
Diff From Plug								5,935
Total Minority								0

A 'P' beside a price indicates a plug price.
 Green background indicates that the vendor is selected.



602-957-3350
rickengineering.com

2401 W. Peoria Avenue #130
Phoenix, AZ 85029

SAN DIEGO ORANGE RIVERSIDE SACRAMENTO SAN LUIS OBISPO SANTA CLARITA PHOENIX TUCSON LAS VEGAS DENVER

April 12th, 2024

Paul Ekstrom
Achen-Gardner Construction
2195 W. Chandler Boulevard, Suite 200
Chandler, AZ 85224

SUBJECT: City of Chandler Gazelle Meadows Park Renovations

Dear Paul:

RICK is pleased to submit this proposal to provide professional survey services on the above- referenced project. We look forward to working with you on this project.

SCOPE OF WORK:

Control/Removals

- Verify existing horizontal and vertical control and establish new control for site staking.
- Provide pavement and curb cuts for removals

Site Staking

- Provide stakes for new sidewalk/at 50 foot intervals/25 foot intervals for arcs
- Provide stakes for new site curbing/landscape curb at 25 foot intervals.
- Provide stakes for new waterline.
- Provide stakes for new ramadas/play structures/sports courts/exercise/playground equipment
- Provide stakes for new light poles

Asbuilts

- Perform field and office work to prepare asbuilts including:
 1. Grading
 - Provide elevations of grade breaks and driveway entry returns (including curb and gutter at said locations).

Note: The contractor will note any changes made during the construction phase and provide dimensions to the surveyor before completion of final asbuilts are submitted. Should the following be required by the governing municipality, the contractor shall notify the project surveyor before back-filling water, fire line, sewer, storm drain facilities or other underground pipelines and utilities in order that the surveyor may verify the asbuilt location and elevation of said utilities.

Calculations, Coordination and Project Management

- Onsite preconstruction meetings to coordinate field staking for synergistic operation with construction subcontractors (not to exceed one meeting). Additional meetings will be conducted on a time and materials basis per Fee Schedule.
- Point staking calculation for items contained in this proposal.
- Correspondence to client and subcontractors (i.e. cutsheets, staking progress memorandums, etc).

FEE:

Rick Engineering will provide the above services for a TOTAL FEE of \$8,950.00. The attached Provisions of Agreement between Achen-Gardner Construction (CLIENT) and RICK are incorporated hereunto and made a part of this proposal. Any printing is extra and not a part of this agreement.

EXCLUSIONS:

The following items are specifically excluded from the Scope of Work and budget and, if required, will either be prepared by others or will be covered by separate agreement between RICK and CLIENT.

- a) Boundary Discrepancies
- b) Soils Reports
- c) Staking for Finish Landscaping or Hardscape
- d) Any items not listed in the "Scope of Work"

If the above meets with your approval, please execute where indicated below, and return to our office for our files. If there are any questions or concerns, please feel free to contact our office.

Sincerely,
RICK



Randall R. Hager, RLS
Associate Principal – Construction Survey Manager

ACCEPTED THIS _____ DAY OF _____, 2023

BY: _____
CLIENT

Invoices for this project to be addressed & emailed to:

Company: _____

Address: _____

City/State/Zip: _____

Telephone: _____ Email (REQUIRED): _____

Contact person: _____

Please complete, sign and return a copy to RICK.

STANDARD PROVISIONS: ARIZONA

The Client and Consultant agree that the following provisions shall be a part of their Agreement:

1. This Agreement shall be binding upon the heirs, partners, successors, executors, administrators and assigns of the Client and Consultant.
2. In the event of any increase of costs due to the granting of wage increases and/or other employee benefits to field or office employees due to the terms of any labor agreement, rise in the cost of living, or increase in any applicable prevailing wage during the lifetime of this Agreement, such increase shall be applied to all remaining compensation. For services provided on a time and materials or hourly rate basis, increases in the applicable rates will be reflected in the billing statement or invoice for the month following the increase.
3. Should litigation at law or equity arising out of this Agreement, including but not limited to an action for declaratory relief, be brought to enforce or interpret any term or provision of this Agreement, or to collect any portion of the amount payable under this Agreement or litigation commenced either directly or by way of a cross-complaint whether arising out of contract or tort, including a cross-complaint for indemnity, for failure or alleged failure to perform or for errors, omissions, or negligence, the prevailing party shall be entitled, in addition to any other award, to all litigation and collection expenses, any and all costs of defense, including attorney's fees, expert witness fees, witness fees and court costs and any and all other expenses incurred.
4. Neither the Client nor Consultant shall assign his interest in this Agreement without the written consent of the other.
5. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. This Agreement contains the entire agreement between Client and Consultant relating to the project and the provision of services by Consultant to the project. Any agreements, promises, negotiations or representations not expressly set forth herein, are of no force or effect. Subsequent modifications to this Agreement shall be in writing and signed by both Client and Consultant.
6. Conditions or representations, alterations, detractions from or to the terms hereof, including delineations hereon, shall not be valid unless they are in writing and signed by both Client and Consultant.
7. Client agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in timely manner; failure of performance by the Client or the Client's contractors or consultants; issuance of regulations, orders or other governmental actions that limit, restrict or delay the ability of Consultant or Consultant's workforce to perform; or discovery of any hazardous substances or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to an equitable adjustment in schedule and/or compensation.
8. In the event litigation is instituted under the terms and conditions of this Agreement, such litigation is to be brought and tried in the appropriate court in the state and county in which the project is located and the parties waive the right to have brought, tried in, or removed to any other county or judicial jurisdiction.
9. Client acknowledges that Consultant is not responsible for the performance of work by third parties, including, but not limited to, the construction contractor(s), subcontractors, governmental agencies, construction managers, architects, or other consultants.
10. Consultant shall only act as an advisor in all governmental relations. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals and building permits.
11. Consultant makes no warranty, either express or implied, as to the findings, recommendations, plans, specifications, or professional advice. Consultant shall perform in accordance with generally accepted engineering and/or surveying practices or standards in effect at the time of performance in the locale where the services are rendered.
12. Consultant makes no representation, guarantee, warranty, express or implied concerning estimated cost figures made in connection with maps, plans, specifications, or drawings, other than that all such figures are estimates only. Consultant shall not be responsible for fluctuations in cost factors.
13. Consultant makes no representations concerning estimates of areas. Estimates of areas are estimates only and are not to be considered precise unless Consultant specifically agrees to provide the precise determination of such areas.
14. Client and Consultant agree to cooperate in any and every way or manner on project.
15. Consultant makes no representation, either express or implied, concerning soils or geological surveys or subsurface soil tests or general soils testing and reporting.
16. Upon written request, each of the parties hereto shall execute and deliver, or cause to be executed and delivered, such additional instruments and documents which may be necessary and proper to carry out the terms of this Agreement.
17. The terms and provisions of this Agreement shall not be construed to alter, waive, or affect any lien or stop notice rights which the Consultant may have for the performance of services under this Agreement.

18. One or more waivers of any term, condition or covenant by a party shall not be construed as a waiver of subsequent breach of the same or any other term, condition, or covenant.

19. In the event Client fails to pay Consultant promptly or within sixty (60) days after invoices are rendered, then Client agrees that Consultant shall have the right to consider said default a total breach of this Agreement and, upon written notice, the duties, obligations and responsibilities of the Consultant under this Agreement are terminated. In such event, Client shall then promptly pay the Consultant for all the fees, charges, and services performed to date by Consultant.

20. In the event any term, condition, covenant or provision of this Agreement shall be held to be invalid, void or unenforceable, the remaining terms, conditions, covenants and provisions of this Agreement shall be valid and binding on the parties hereto.

21. The Client agrees it will require that the Contractor hold harmless, indemnify and defend the Client, the Architect, the Consultant and its subconsultants, and each of their officers, directors, principals, employees and agents, from any and all liability claims, losses or damages arising or alleged to arise from the performance of the work described herein, but not including the sole negligence or willful misconduct of the Client, the Architect or the Consultant or their respective subconsultants, officers directors, principals, employees and agents.

22. The Client shall indemnify and hold Consultant harmless with regard to all liability or claims of any kind, including all investigation and defense costs, connected directly or indirectly with this project, which liabilities or claims do not result from the sole negligence or willful misconduct of the Consultant.

23. Consultant has a right to complete all services agreed to be rendered pursuant to this Agreement. In the event this Agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services performed.

24. In the event work prepared or partially prepared by the Consultant be suspended, abandoned, or terminated, the Client shall pay the Consultant for all work, fees, deposits, charges and services provided, not to exceed any maximum amount specified herein. Client acknowledges if project work is suspended and restarts, there may be additional charges due to suspension which shall be paid by Client as extra work.

25. Client agrees that if Client requests services not specified pursuant to the scope of services described within this Agreement, Client agrees to pay all such additional services as extra work if authorized in writing.

26. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this Agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed fifteen (15) days after its filing. Any suspension of services made pursuant to the provisions of this Paragraph shall continue until such time as this Agreement has been fully and properly assumed or adequate assurance provided in accordance with the applicable provisions of the United States Bankruptcy Court and in compliance with the final order or judgments issued by the Bankruptcy Court.

27. If payment for Consultant's services is to be made on behalf of Client by a third party, Client agrees that Consultant shall not be required to indemnify the third party, in the form of an endorsement or otherwise, as a condition of receiving payment for services.

28. Client agrees to purchase and maintain, during construction, builder's liability special peril or other similar insurance which will name Consultant as an additional insured. Client also agrees to require the contractor or contractors to purchase and maintain liability insurance, including broad form general liability coverage, comprehensive bodily injury, broad form property damage, independent contractors insurance, completed operations and contractual liability coverage, and the exclusions for explosion, collapse or underground coverage shall be deleted; automobile including bodily injury, property damage, owned, non-owned and hired vehicles; and worker's compensation insurance including employers liability coverage, all of which shall name the Client and Consultant as additional insureds. Certificates of such insurance shall be provided to Consultant and the certificate(s) shall include provisions that the above policies are primary and non-contributory with Consultant's insurance and that coverage will not be canceled unless at least thirty days prior written notice has been given to Consultant.

29. In the event that the plans, specifications, and/or field work covered by this Agreement are those required by various governmental agencies and one or more such governmental agency changes its policies, ordinances, procedures or requirements after the date of this Agreement, any additional office or field work required, shall be paid by Client as extra work.

30. Services provided within the Agreement are for the exclusive use of the Client. Nothing contained in this Agreement shall be construed to be for the benefit of any person not a party to this Agreement and no third-party beneficiary rights are created.

31. All original papers, drawings, notes, documents and other work product of Consultant, and copies thereof, produced as a result of the Agreement represent professional services, shall remain the property of the Consultant, and Consultant shall retain all copyright and other ownership interests. Client shall have a nonexclusive license to use Consultant's work product and any items in which Consultant maintains ownership and/or copyright interest so long as all fees to be paid under this Agreement have been paid. Any nonexclusive license Client obtains under this Agreement terminates upon the termination of this Agreement. Consultants work product may be used by Consultant without consent of the Client.

32. In the event that any changes are made in the plans and/or specifications by the Client or persons other than the Consultant, and such changes are not consented to in writing by Consultant, Client acknowledges that the changes and their effects are not the responsibility of Consultant and

Client agrees to release Consultant from all liability arising from the use of such changes and agrees to defend, indemnify and hold Consultant, its officers, directors, principals, agents and employees harmless from and against all claims, demands, damages or costs arising from the changes.

33. Client agrees not to use or permit any other person to use plans, drawings or other work product prepared by Consultant, which plans, drawings or other work product are not signed and stamped or sealed by Consultant and/or are not final. Client agrees to be liable and responsible for any use of non-final plans, drawings or work product or plans, drawings or work product not signed, and stamped or sealed by Consultant and waives liability against Consultant for their use. Client further agrees that final plans, drawings, and other work products are for the exclusive use of Client and may be used by Client only for the project described in this Agreement.

34. In the event that any staking is destroyed, damaged, or disturbed by an act of God or parties other than Consultant, the cost of re-staking shall be paid for by the Client as extra work. If the scope of services provided for pursuant to this Agreement does not include construction staking by Consultant, Client acknowledges that changes, clarifications, adjustments, and modifications may be necessary because of changed field or other conditions. Client will indemnify and defend Consultant for construction staking by others and from claims arising from changes, clarifications, adjustments and modifications which may be necessary to reflect changed field or other conditions, except claims caused by the sole negligence or willful misconduct of Consultant.

35. Questions concerning location or changes in construction stakes or questions concerning information on plans and specifications must be called to the attention of the Consultant upon discovery and before corrective remedy.

36. The Consultant shall be notified 24 hours in advance, so that he may check forms, for grade and alignment only, prior to the pouring of concrete for cast-in-place concrete structures, thrust blocks, electrical boxes, bridge abutments or piers, or any similar structures staked by Consultant. Consultant can assure compliance to proper grade and alignment only when it has been advised to check in advance.

37.(a) If the scope of services to be provided by Consultant pursuant to the terms of this Agreement include the preparation of engineering drawings but exclude construction staking services, Client acknowledges that such services normally include coordinating civil engineering services and the preparation of as-built drawings pursuant to Uniform Building Code Chapter 70 and/or other statutes, ordinances or laws, and Client will be required to retain such services from another consultant or pay Consultant pursuant to this Agreement for such services as extra work.

(b) If the scope of services to be provided by Consultant pursuant to the terms of the Agreement, include construction staking services, but exclude the preparation of the engineering drawings to be used for construction and construction staking, Client acknowledges the coordination of civil engineering services and the preparation of as-built drawings as required by statute, ordinance or law may require the retention by Client of another consultant or the original consultant responsible for the design, or pay Consultant pursuant to this Agreement for such services as extra work. Client acknowledges that if Consultant is retained to prepare as-built drawings of plans prepared by others, Client will indemnify, defend and hold Consultant harmless from any and all liability in connection with the plans and specifications prepared by others, and the performance of work by Consultant on this project as set forth in Paragraph 44.

38. In the event Client discovers or becomes aware of apparent errors or omissions, field conditions or discrepancies during the construction phase of the project, which apparent errors or omissions, field conditions or discrepancies are resolvable by Consultant, Client agrees to notify Consultant and engage Consultant to resolve the problem before construction activities commence or further construction activity proceeds. Further, Client agrees to have a provision in its construction contracts for the project which require the contractor to notify Client of any such apparent errors or omissions, field conditions or discrepancies so that Client may, in turn, notify Consultant pursuant to the provisions of this Paragraph.

39. Client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soil testing fees, aerial topography fees, and other fees and deposits, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement.

40. All fees and other charges will be billed monthly as the work progresses and the net amount shall be due at the time of billing.

41. A late payment CHARGE will be computed by the Consultant at the periodic rate of 1.5% per month, not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the original billing.

42. Client agrees that the balance as stated on the billings from Consultant to Client are correct, conclusive and binding on the Client unless Client within forty-five (45) days from the date of receipt of such billing, notifies Consultant in writing of the particular items that are alleged to be incorrect.

43. In consideration of the Consultant's fee for services, the Client agrees that the Consultant will perform no onsite construction review, construction management, supervision of construction of engineering structures or other construction supervision for this project unless specifically contracted for; that such services will be provided by others; and that the Client shall defend, indemnify and hold the Consultant, its officers, directors, principals, agents and employees harmless from any and all liability, real or alleged, arising or resulting from the performance of construction review, construction management, supervision of construction of engineering structures or supervision by others. Further, Client acknowledges that Consultant will be unable to correct errors or omissions in the plans which customarily become apparent and resolvable during construction review.

44. Client agrees that, in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours. The Client further agrees to defend,

indemnify, and hold the Consultant harmless from any and all liability in connection with the performance of work on this project, excepting liability arising from the sole negligence or willful misconduct of the Consultant.

45. Client agrees to limit the liability of Consultant, its principals and employees to the Client, all contractors and subcontractors on the project, due to professional negligent acts, errors or omissions of the Consultant, breach of contract or any other cause of action however pled to the sum of \$50,000 or the Consultant's fee, whichever is greater; except that if the contract amount, including any addenda or other contracts pertaining to or covering services related to the project, exceeds \$150,000, the liability of Consultant shall not exceed \$150,000. Client further agrees to notify any contractor and subcontractor who may perform work in connection with any design, report or study prepared by Consultant of such limitation of liability, and to require as a condition precedent to their performing their work, a like indemnity of liability on their part as against the Consultant.

46. The Client hereby agrees to bring no claim for negligence, breach of contract, indemnity or otherwise against the Consultant, its principals, employees and agents if such claim, in any way, would involve the Consultant's services for the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing asbestos, asbestos cement pipe, and/or hazardous materials (as defined by state, federal and/or local laws or ordinances). Client further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, principals, employees and agents from any asbestos, asbestos cement pipe, and/or hazardous waste material related claims that may be brought by third parties as a result of the services provided by the Consultant pursuant to this Agreement except claims caused by the sole negligence or willful misconduct of the Consultant.

47. Client acknowledges that Consultant's scope of services for this project does not include any services related, in any way, to asbestos and/or hazardous waste. Should Consultant or any other party encounter such materials on the job site, or should it in any way become known that such materials are present or may be present on the job site or any adjacent or nearby areas which may affect Consultant's services, Consultant may, at its option, terminate work on the project until such time as Client retains a specialist contractor to abate and/or remove the asbestos and/or hazardous waste materials and warrant that the job site is free from any hazard which may result from the existence of such materials.

48. Digital data files shall be provided to Client only if such delivery has been specified in the scope of services set forth in this Agreement. If the scope of services does not specify that digital data files shall be delivered, all costs associated with delivery of digital data files shall be paid by Client. Client agrees that all digital data files delivered by Consultant are to be used exclusively to fulfill the scope of this Agreement. Client agrees to hold Consultant harmless for any use by client of this data outside or beyond the scope of this Agreement.

49. Consultant makes the following representations as to the compatibility of digital data files:

(a) All data files are to be used with compatible hardware and software versions as used by Consultant at the time file copies were created.

(b) Consultant makes no representation as to the compatibility of any data files other than for the hardware and software versions used by Consultant to create the data files.

(c) Client agrees to hold Consultant harmless for any use of data files on any hardware or software versions other than those which were used by Consultant to create them.

(d) If Client requires or requests any special or specific file structure, format or software that is different from those used by Consultant at the time Consultant is performing the services set forth in this Agreement, unless otherwise specified in this Agreement, all costs associated with creating the file structure or format, and/or acquiring necessary software and/or hardware, shall be the responsibility of Client.

50. After the time final data files have been delivered per terms of this Agreement, Consultant will not be held responsible for maintaining copies of any digital data related to this Agreement.

51. Client agrees that if formats for deliverables of digital files are not specified in this Agreement, they will be delivered using the standards and versions of Consultant at the time of creation.

52. Client agrees not to use any digital files (drawing or data file), in whole or in part, for any purpose or project other than the project which is the subject of this Agreement. Client waives any and all claims against Consultant resulting in any way from any changes not authorized and/or authored by Consultant and/or reuse of the drawings or data for any other project without the express written consent by Consultant. The transfer of drawings or data in electronic media or format shall not be deemed a sale, and Consultant makes no warranties, either express or implied, of merchantability or fitness for a particular purpose.

53. Because data stored on electronic media can deteriorate undetected or be modified without the Consultant's knowledge, the Client agrees that it will accept responsibility for the completeness, correctness, or readability of the electronic media after an acceptance period of 30 days after delivery of the electronic files, and that upon the expiration of this acceptance period, client will indemnify and save harmless the Consultant for any and all claims, losses, costs, damages, awards or judgments arising from use of the electronic media files or output generated from them. The Consultant agrees that it is responsible for the accuracy of the sealed drawings that accompany the submittal, and that such accuracy is defined as the care and skill ordinarily used by members of the Consultants profession practicing under similar conditions at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with the Consultant's services.

54. Prior to the commencement of any legal action, in an effort to resolve any conflicts that arise during the design or construction of the project which is the subject of this Agreement, or following completion of the project, Client and Consultant agree that all disputes between them arising out of or relating to this Agreement, the services performed pursuant to this Agreement, or relating in any way to the project, shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. Each party shall be represented at the mediation by a person or persons with

the authority to bind the party to any agreement, obligation or resolution resulting from the mediation. Each of the parties agrees to include a similar mediation provision in all agreements with any other contractors and consultants retained for the project and to require such contractors and consultants to include a similar provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators, thereby providing mediation as the primary method for dispute resolution between the parties to those agreements.

HOURLY RATES-PHOENIX OFFICE

February 24, 2024-February 28, 2025

Principal Consultant (Special Projects)	\$ 300.00	Survey Manager.....	\$ 175.00
Principal.....	275.00	Assistant Survey Coordinator.....	145.00
Associate Principal	250.00	One-person Survey Party	145.00
Associate/Manager	225.00	Two-person Survey Party	190.00
Senior Project Manager	215.00	Three-person Survey Party	240.00
Principal Project Engineer/Manager	175.00	Principal Survey Analyst	155.00
Associate Project Engineer/Manager	160.00	Associate Survey Analyst	140.00
Assistant Project Engineer/Manager	145.00	Assistant Survey Analyst	125.00
Principal Engineering Designer	135.00		
Associate Engineering Designer	125.00	3-D Laser Scanning (One-Person Crew)	\$ 210.00
Assistant Engineering Designer	115.00	3-D Laser Scanning (Two-Person Crew)	250.00
Principal Engineering Drafter	105.00	Principal 3-D Laser Scanning Project Manager	165.00
Associate Engineering Drafter	95.00	Associate 3-D Laser Scanning Project Manager	150.00
Assistant Engineering Drafter	85.00	Assistant 3-D Laser Scanning Project Manager	140.00
		Principal 3-D Laser Scanning Specialist	130.00
Public Works Manager	\$ 250.00	Associate 3-D Laser Scanning Specialist	120.00
Public Works Senior Project Manager	215.00	Assistant 3-D Laser Scanning Specialist	110.00
Traffic Engineer/Transportation Planner	180.00	Principal 3-D Laser Scanning Technician	100.00
Principal Transportation/Traffic Designer	145.00	Associate 3-D Laser Scanning Technician	90.00
Associate Transportation/Traffic Designer	135.00	Assistant 3-D Laser Scanning Technician	80.00
Assistant Transportation/Traffic Designer	125.00	Drone (One-Person Crew)	200.00
		Principal Drone Project Manager	165.00
Creative Director of Design	250.00	Assistant Drone Project Manager	150.00
Principal Project Planner	175.00	Principal Drone Specialist	140.00
Senior Associate Planner	150.00	Associate Drone Specialist	130.00
Associate Planner	125.00	Assistant Drone Specialist	120.00
Assistant Planner	115.00		
		Expert Witness.....	\$ 450.00
Principal Water Resources Designer	\$ 135.00	Court Appearance per half day or part.....	1,850.00
Associate Water Resources Designer	125.00		
Assistant Water Resources Designer	115.00		
		Entitlements Coordinator.....	\$ 120.00
Principal Landscape Architect	\$ 275.00	Associate Project Administrator	85.00
Principal Project Landscape Architect	175.00	Assistant Project Administrator	75.00
Associate Landscape Architect/Manager	160.00	Administrative Assistant.....	55.00
Assistant Landscape Architect/Manager	145.00		
Principal Landscape/Urban Designer	135.00		
Associate Landscape/Urban Designer	125.00		
Assistant Landscape/Urban Designer	115.00		

Phoenix

SWPPP**SWPPP**

Vendor Code								R&D
Vendor Name								R&D
Vendor Phone								
Bid	Activity	Resource	Desc	Quan	Unit	Plug Price	Unit Price	
		4SWINSP	SWPPP INSPECTIONS	12.00	EA	200.0000	200.0000	
		4SWMANUAL	SWPPP MANUAL	2.00	EA	1,650.0000	1,650.0000	
		4SWPCWO	CONCRETE WASH OUT BINS	12.00	EA	850.0000	850.0000	
		4SWPCWOD	CONC WASH OUT DISPOSAL	12.00	EA	850.0000	850.0000	
		4SWPFSIP	FILTER SOCK INLET PROTEC	10.00	EA	85.0000	85.0000	
		4SWPPP	SWPPP SUB	1.00	LS	350.0000	700.0000	
		4SWSIGN	SWPPP SIGN	1.00	EA	750.0000	750.0000	
		4WSOXX	5" COMPOST SOXX	1,000.00	LF	2.2000	2.3000	
		4SWTO	SWPPP TRACK-OUT PAD (SC	2.00	EA	2,850.0000	2,850.0000	
Quoted Amount								36,400
Plugged Amount								0
Bond								0
Mobilization								0
% Adjustment								0
\$ Adjustment								0
Total Adjustment								0
Totals						35,950	36,400	
Diff From Plug								450
Total Minority								0

A 'P' beside a price indicates a plug price.
 Green background indicates that the vendor is selected.



PROJECT PROPOSAL

R&D Storm Water Management P.O. Box 27951
Prescott Valley, AZ 86312
ROC # 297635

Ed D'Agostino ed@rdstorm.com

	QUANTITY	DESCRIPTION	Unit	UNIT PRICE	AMOUNT
CUSTOMER:	1	SWPPP Manual	EA	\$1,650.00	\$1,650.00
Achen-Gardner Construction	16	Inspections (Once every 14 days plus rain events)	EA	\$200.00	\$3,200.00
BID NUMBER:	2	Mobilization with Equipment	EA	\$350.00	\$700.00
24122	1	Concrete Washout (Install only)	EA	\$850.00	\$850.00
TODAY'S DATE:	1	Track-Out Pad (SCE)	EA	\$2,850.00	\$2,850.00
4/3/2024	1	Dust/SWPP Sign (sign all-in-one)	EA	\$750.00	\$750.00
CUSTOMER ADDRESS:	9	Inlet Protection Drop Inlet	EA	\$85.00	\$765.00
2195 W Chandler Blvd #200 Chandler, AZ 85224	1200	5" Compost Soxx	LF	\$2.30	\$2,760.00
PROJECT:					
Gazelle Meadows Park					
PREPARED BY:					
Ed D'Agostino					
PAYMENT TERMS:					
Net 30					

Terms & Conditions

1. This proposal must be attached to any Subcontract or Purchase Order as an Exhibit.
2. Terms of this proposal will prevail over contract or PO documents in the event of conflicting verbiage.
3. As our services do not involve any permanent products to the project, our invoices will not have any retention held.
4. R&D Storm Water Management must have a completed contract and/or PO# on file before scheduling on-site work.
5. Quote is for original SWPPP install and does not include replacement of damaged or worn sediment/erosion control measures.
 - a. If replacement of damaged or worn control measures are needed, use the unit prices within this quote.
 - b. All other BMP/maintenance/removal will be billed separately as T&M.
 - c. All Materials, labor, and equipment to be in ADEQ/EPA permit compliance per quote.
6. Number of Inspections performed may vary from quoted amount.
 - a. R&D Storm Water Management shall bill only for the actual number of inspections, and material used/installed on project.
 - b. Storm Event inspections shall be billed at quoted unit price, and on a per occurrence basis.
 - c. Inspection recommendations for corrections will be approved by the permit holder/operator.
7. If this quotation is not accepted within 90 days, R&D Storm Water Management reserves the right to modify prices, terms, and or quantities.
8. Quote excludes taxes, surveying, staking, permit(s).
9. Payment due within 30 days.

SUBTOTAL	\$13,525.00
TAX RATE	0.00%
SALES TAX	\$0.00
OTHER	
TOTAL	\$13,525.00

Sign Below to Accept Quote:

Authorized Rep

Signature

Date

4/3/2024

Date

EXHIBIT D7: BASELINE PROJECT SCHEDULE
JUNE 20, 2024 (REV-1)
CITY OF CHANDLER – GAZELLE MEADOWS PARK RENOVATIONS
CHANGE ORDER NO. 3 PROPOSAL
PROJECT NO: PR2107.203/AGC Project No. 4000103

This proposal and schedule are based on a six-month construction duration (182 calendar days) to final completion from the construction NTP date (schedule activity number 7). See the attached schedule.

Our schedule provides for a separate, early long-lead procurement NTP to allow for long-lead equipment.

ID	Task Mode	Task Name	Duration	Start	Finish	21, '24	Aug 18, '24	Sep 15, '24	Oct 13, '24	Nov 10, '24	Dec 8, '24	Jan 5, '25	Feb 2, '25	Mar 2, '25	Mar 30, '25
						F	T	S	F	S	T	F	W	T	T

ID	Task Mode	Task Name	Duration	Start	Finish
1		Park Construction	171 days	Mon 6/19/24	Mon 4/14/25
2		Council Approval and Contract Execution	10 days	Mon 8/19/24	Fri 8/30/24
3		Issue AGC Subcontracts/PO's	5 days	Mon 9/2/24	Fri 9/6/24
4		Long Lead Procurement NTP	1 day	Mon 9/9/24	Mon 9/9/24
5		Submittal review/approval	20 days	Mon 9/9/24	Fri 10/4/24
6		Long Lead Procurement Time	115 days	Mon 10/7/24	Fri 3/14/25
7		Construction NTP	1 day	Mon 10/14/24	Mon 10/14/24
8		Mobilization	5 days	Mon 10/14/24	Fri 10/18/24
9		Plant Survey & Protection	10 days	Mon 10/21/24	Fri 11/1/24
10		Clear and Grubb and Removals	10 days	Mon 10/28/24	Fri 11/8/24
11		Earthwork	10 days	Mon 11/4/24	Fri 11/15/24
12		Fine Grading/4" ABC Foundation	30 days	Mon 11/4/24	Fri 12/13/24
13		Irrigation Rough-In	10 days	Mon 12/9/24	Fri 12/20/24
14		Electrical Rough-In	10 days	Mon 12/16/24	Fri 12/27/24
15		Concrete Flatwork	41 days	Mon 12/16/24	Mon 2/10/25
16		Concrete Seatwalls/Furniture Footings	15 days	Tue 2/11/25	Mon 3/3/25
17		Finish Irrigation	20 days	Tue 2/18/25	Mon 3/17/25
18		Planting	20 days	Tue 3/4/25	Mon 3/31/25
19		Lighting Installation	10 days	Tue 3/18/25	Mon 3/31/25
20		Install Park Furniture	15 days	Mon 3/17/25	Fri 4/4/25
21		Park Finishing & Clean Up	15 days	Tue 3/25/25	Mon 4/14/25
22		Basketball Court	30 days	Mon 12/16/24	Fri 1/24/25
23		Substantial and Final Completion	1 day	Mon 4/14/25	Mon 4/14/25
24		Offsite Improvements	20 days	Mon 10/28/24	Fri 11/22/24
25		Removals	5 days	Mon 10/28/24	Fri 11/1/24
26		Concrete Flatwork	15 days	Mon 10/28/24	Fri 11/15/24
27		Pavement Sections	7 days	Mon 11/11/24	Tue 11/19/24
28		Signing and Striping	3 days	Wed 11/20/24	Fri 11/22/24

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

05-28-24

STORM DRAIN, SEWER AND WATERLINE IMPROVEMENTS

PROJECT NO.: ST2101.401



ACHEN-GARDNER CONSTRUCTION PROJECT NO. 4000101

Cost package for Additional Concrete Work Adjacent to Catch Basin #29 along Nevada Street

ACHEN-GARDNER CONSTRUCTION, LLC

2195 W Chandler Boulevard, Suite 200

CHANDLER, AZ 85224

DESIGN AND SPECIFICATION TBD

PAY ITEM	DESCRIPTION	UM	QUANTITY	UNIT PRICE	TOTAL
	ASPHALT RATES				
220.00	SAWCUT/REMOVE ASPHALT	SY	36.4	\$ 25.73	\$937.72
320.00	REPLACE ASPHALT (5") MAG 200-1 T-TOP	SY	36.4	\$ 70.96	\$2,586.10
	PAVING MOB	EA	1.0	\$ 863.28	\$863.28
	CONCRETE REMOVAL RATES				
210.00	SAWCUT/REMOVE CURB & GUTTER	LF	164.0	\$ 11.23	\$1,841.72
200.00	SAWCUT/REMOVE DRIVEWAY	SF	656.0	\$ 8.26	\$5,418.56
	CONCRETE REPLACEMENT RATES				
1330.00	INSTALL SIDEWALK (MAG 230)	SF	656.0	\$ 15.18	\$9,958.08
1315.00	INSTALL TYPE C CURB (MAG 220-1)	LF	164.0	\$ 54.00	\$8,856.00
	SUBTOTAL - DIRECT COST OF THE WORK (A1)				\$ 30,461.45
	RUNNING TOTAL NO. 1 - DIRECT COST OF THE WORK				\$ 30,461.45
10100	OVERHEAD AND FEE EXHIBIT D2, (C)		8.50%		\$ 2,589.22
	SUBTOTAL - OVERHEAD AND FEE				\$ 2,589.22
	RUNNING TOTAL NO. 2 - DIRECT COST OF THE WORK + OH & FEE				\$ 33,050.67
10200	INSURANCE (INCL. BUILDERS RISK & POLLUTION LIABILITY) EX D2,(D2)		1.95%	(Calc on RT #1)	\$ 644.49
10300	BONDS (PAYMENT & PERFORMANCE) EX D2,(D1)		0.80%	(Calc on RT #1)	\$ 264.41
	SUBTOTAL - INSURANCE AND BONDS				\$ 908.90
	RUNNING TOTAL NO. 3 - DIRECT COST OF THE WORK + OH & FEE + INS & BOND				\$ 33,959.57
10400	SALES TAXES (5.07% or 7.8% of 65% of Running Total No. 3 EX, D2(E1)		5.070%		\$ 1,721.75
	SUBTOTAL - SALES TAXES				\$ 1,721.75
	TOTAL - DIRECT COST OF THE WORK, + OH & FEE + INS & BOND + SALES TAXES				\$ 35,681.32
750	CONSTRUCTION CONTINGENCY (EXHIBIT D2, CONTING G4)	AL	1.0	\$ 5,352.20	\$ 5,352.20
	ADDITIONAL COST FOR ADDITIONAL CONCRETE WORK CHANGES DIRECT COST + OH & FEE + INS & BOND + SALES TAXES & CONTINGENCY				\$ 41,033.52

Note:

RIDER

TO BE ATTACHED TO AND FORM PART OF

Performance & Payment Bonds NO. 609205412
(Bond Type) (Bond Number)
IN FAVOR OF City Of Chandler, Dept Of Public Works
(Obligee)
ON BEHALF OF Achen-Gardner Construction, LLC
(Principal)
EFFECTIVE August 14, 2023
(Original Effective Date)

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

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

Bond/Contract Amount

(of) the referenced bond FROM: Old Bond Amount = \$12,572,328.63

TO: New Bond Amount = \$17,243,687.66 (per Change Order #03, dated June 27, 2024)

PROJECT: Detroit Basin/Gazelle Meadows Park Storm System & Associated Improvements
City Project No. ST2101.401

EFFECTIVE: July 11, 2024

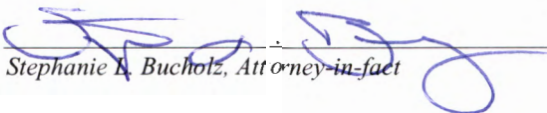
PROVIDED, however that the attached bond shall be subject to all its agreements, limitations, and conditions except as herein expressly modified, and that the liability of the Surety under the attached bond and under the attached bond as changed by this rider shall not be cumulative.

SIGNED, AND SEALED this 11th day of July, 2024.

Achen-Gardner Construction, LLC
Principal


Kevin J. Nunez / Vice President

Liberty Mutual Insurance Company
Surety


Stephanie A. Bucholz, Attorney-in-fact





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

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

Certificate No: **8200472-975281**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Stephanie L. Bucholz, Andrew A. Farr, Barry R. Farr, Gregory P. Griffith, Debra K. Williams

all of the city of Mesa state of Arizona each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of February, 2019.



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

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 7th day of February, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of July, 2024.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

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

To confirm the validity of this Power of Attorney call 1-810-832-8240 between 9:00 am and 4:30 pm EST on any business day.