CITY OF CHANDLER
JOB ORDER PROJECT AGREEMENT

DOWNTOWN ALLEY IMPROVEMENTS
(CALIFORNIA STREET TO SAN MARCOS ALLEYWAY)
Project No. CA2206.402
Council Date: June 12, 2025

This JOB ORDER PROJECT AGREEMENT ("Job Order") is made this _____ day of _____________ 2025 ("Effective Date"), by and between the City of Chandler, an Arizona municipal corporation, ("City") and Achen-Gardner Construction, LLC, an Arizona limited liability company, ("JOC Contractor") and is entered into pursuant to Job Order Master Agreement No. JOC2404.401 ("JOC Master Agreement"). City and JOC Contractor may be referred to individually as "Party" or collectively as "Parties").

City and JOC Contractor, in consideration of the mutual covenants herein set forth, agree as follows:

RECITALS

A. On or about February 7, 2024, the Parties entered into the JOC Master Agreement, which terms and conditions are made a part of and incorporated into this Job Order Project Agreement by this reference.

B. City proposes to engage JOC Contractor for construction services as more fully described in Article 1 and **Exhibit "A"**, which is attached to and made a part of this Job Order by this reference.

C. JOC Contractor is ready, willing, and able to provide the services described in **Exhibit "A"** for the compensation and fees set forth and as described in **Exhibit "B"**, which is attached to and made a part of this Agreement by this reference.

ARTICLE 1. DESCRIPTION OF WORK

The Parties enter into this Job Order Project Agreement for the Downtown Alley Improvements (California Street to San Marcos Alleyway), Project Number CA2206.402. The Downtown Alley Improvements consist of surface enhancements, stamp asphalt, valley gutter, vertical curbs, signs, and lighting improvements, all as more particularly set forth in **Exhibit "A"** attached hereto and incorporated herein by reference.

The JOC Contractor will not accept any change of scope, or change in Agreement provisions, unless issued in writing, as a Agreement amendment or change order and signed by the authorized signatories for each party.

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

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

ARTICLE 2. PROJECT PRICE

City will pay JOC Contractor for completion of the Work in accordance with the JOC Master Agreement a fee not to exceed the Guaranteed Maximum Price of $373,634.88 Dollars determined and payable as set forth in JOC Master Agreement and **Exhibit "B"** attached hereto and made a part hereof by reference.

ARTICLE 3. AGREEMENT TIME & SCHEDULE

JOC Contractor agrees to complete all Construction within 90 calendar days from the Notice to Proceed (NTP) Date.

ARTICLE 4. JOB ORDER CONTACTS

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

CITY:	Construction Project Manager: Scott Riter	
	Phone:	480-782-3328
	Email:	Scott.Riter@chandleraz.gov
JOC CONTRACTOR:	Achen-Gardner Construction, LLC	
	2195 West Chandler Boulevard, Suite 200, Chandler, AZ 85224	
	JOC Contractor Representative: Bryan Mueller	
	Phone:	480-940-1300
	Email:	bmueller@achen.com

ARTICLE 5. FORCED LABOR OF ETHNIC UYGHURS PROHIBITED

By entering into this Agreement, Contractor certifies and agrees Contractor does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties have executed this Job Order as of the Effective Date.

"CITY"
CITY OF CHANDLER

Mayor

RECOMMENDED BY:

Daniel Haskins May 20, 2025
Daniel Haskins, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney JMB

ATTEST:

City Clerk Seal

"JOC CONTRACTOR"
ACHEN-GARDNER CONSTRUCTION, LLC

Bryan Mueller May 20, 2025
Signature Date

Bryan Mueller
Print Name

Vice President
Title

bmueller@achen.com
Signer Email Address

EXHIBIT A
SCOPE OF WORK

ACHEN GARDNER

Hallway Alley Improvements California St. to San Marcos Alley Construction Proposal

May 15, 2025

City of Chandler | Public Works & Utilities Department
Mr. Scott Riter
215 E. Buffalo Street
Chandler, Arizona 85224

City of Chandler Project No.: CA2206.402
Achen-Gardner Construction, LLC Project No.: 4105101

Dear Mr. Riter:
Attached please find Achen-Gardner Construction, LLC's ("Achen-Gardner") initial proposal for the Hallway Alley Improvements California St. to San Marcos Alley construction scope of work as noted on Exhibit "A" attached. The breakdown of the project costs is as follows:

1) Project Total = **$373,634.88**

The completed Proposal totals $333,634.88 for construction activities on the Chandler Alley Way Improvements project. See Exhibit "B" for the Job Order Cost Proposal – Summary Sheet.

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

Sincerely,
ACHEN-GARDNER CONSTRUCTION, LLC

Dan Broderick, Sr. Project Manager

Attachments:
Exhibit A - SCOPE OF WORK, PROJECT-SPECIFIC CONDITIONS
Exhibit A.2 - PROJECT BASELINE SCHEDULE
Exhibit B - JOB ORDER COST PROPOSAL SHEET
Exhibit B.2 – GENERAL CONDITIONS AND SCHEDULE OF VALUES
Exhibit B.3 - LIST OF GMP DOCUMENTS
Exhibit G – SUBCONTRACTOR AND SUPPLIER QUOTATIONS

EXHIBIT A: SCOPE OF WORK, PROJECT-SPECIFIC CONDITIONS
MAY 15, 2025
CITY OF CHANDLER – Hallway Alley Improvements California St. to San Marcos Alley
PROJECT NO: CA2206.402

Achen-Gardner Construction proposes to perform construction as noted in the following Exhibits and Scope of Work narrative:

- This project scope includes subgrade preparation for approximately 513 square yards, followed by installing 3-inch asphalt concrete (AC) pavement over 6 inches of aggregate base course (ABC). It also includes 511 square yards of AC pavement and 300 linear feet of AC thickened edge. The scope further covers the construction of approximately 1,079 square feet of concrete valley gutter. Demolition and removals include existing asphalt pavement, water meter box, concrete valley gutter, and signage. Additional work items include installation of a traffic sign support system, removal and replacement of water meter boxes to traffic-rated utility box and cover, concrete equipment pad, void filling and compaction, pavement marking arrows, and placement of 740 square feet of 3 inches of decomposed granite for landscape or ground cover treatment.
- Additional add for asphalt stamping and painting is itemized and included in Exhibit B.2.
- The quantities for this project (Project No. CA2206.402) are as per Exhibit B.2 – Schedule of Values.
- Schedule Assumptions: Project duration is 4 weeks
- Work hours shall be regular daytime work hours, Monday through Friday. This does not include the cost of any work to be done during unscheduled overtime or weekends. Any necessary weekend work will be an additional cost to the contract.
- The proposal is based on the attached vendor’s and subcontractor’s proposals, including their inclusions and exclusions.
- Owner’s (City) Allowance: Additional services may be required during the course of design and/or construction due to unforeseen circumstances/conditions. This allowance is intended for additional services (detailed description to be defined later) that will be provided upon written authorization from the city.
- This Proposal excludes:
    - SWPPP plan, manual, and NOI (Achen Gardner is disturbing less than one acre)
    - City permit and plan review fees, Quality Assurance (QA), City inspection and testing costs, impact fees, and utility company fees
    - Handling/disposing of hazardous materials
    - Acquisition of temporary/permanent easements and/or rights-of-way
    - Night, weekend, and overtime hours
    - Off-duty police officers
    - The city is allowing full closure of the alley, and work will be continuous without interruption.
    - Relocation of the existing Guy wire and foundation

EXHIBIT A.1 - PROJECT BASELINE SCHEDULE
MAY 15, 2025
CITY OF CHANDLER - Hallway Alley Improvements California St. to San Marcos Alley
Project NO. CA2206.402

ACHEN GARDNER

PROJECT SCHEDULE - CHANDLER ALLEYWAY IMPROVEMENTS

ACHEN-GARDNER CONSTRUCTION
2195 W. Chandler Boulevard, Suite 200
Chandler. AZ 85224
PHONE: (480) 940-1300 FAX: (480) 940-4576

PROJECT: Chandler Downtown Alley Improvements
Date : 5/15/25

Project Schedule

AGC Job #: 4105101

	July																									
ACTIVITY	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**	**16**	**17**	**18**	**19**	**20**	**21**	**22**	**23**	**24**	**25**	**26**	**27**	**28**	**29**	**30**	**31**	**NOTES** **X = Day Time Work** **N = Night Time Work**
	M	**T**	**W**	**T**	**F**	**S**	**S**	**M**	**T**	**W**	**T**	**F**	**S**	**S**	**M**	**T**	**W**	**T**	**F**	**S**	**S**	**M**	**T**	**W**	**T**	
Mobilize and Yard Setup	X	X																								
Remove Meter Boxes, Bollards, Signs		X	X	X																						
Remove Sidewalk and Ramp		X	X	X																						
Subgrade Prep and Scarify					X			X																		
FPS Concrete Slab									X	X		X			X	X										
Place Concrete Curb									X	X																
Sawcut AC and Concrete											X															
Concrete Valley Gutter and Tie-in												X			X	X										
Install Meter Boxes															X											
Place ABC																X	X									
Remove AC																	X									
Place Decomposed Granite																	X									
Place Asphalt and Thickened Edge																		X	X							
Stamp and Paint Asphalt																						X	X			
Install Traffic Signage																						X				
Adjust Valves																						X				
Cleanup and Punchlist																							X	X	X	

EXHIBIT B
FEE SCHEDULE

5/15/2025

ACHEN GARDNER

EXHIBIT "B"

JOB ORDER COST PROPOSAL
SUMMARY SHEET

Negotiated Prices			
Price of Subcontractor(s)		$	53,645.00
Price of Subconsultant(s)		$	-
General Conditions		$	55,077.00
Preconstruction Labor (if applicable)		$	-
Construction Labor (if applicable)		$	171,783.00
SUBTOTAL (NEGOTIATED PRICES):		**$**	**280,505.00**
Overhead and Profit (Coefficient per Job Order Master Agreement)	**9.00%**	**$**	**25,245.45**
TOTAL (NEGOTIATED PRICES + OVERHEAD & PROFIT):		**$**	**305,750.45**
Insurance, Bonds, & Taxes			
Sales Tax Percentage (Current Tax Rate) **ENTER TAX % HERE:**	**5.07%**	$	15,501.55
General Liability Insurance Percentage (Actual Cost per Job Order)		$	5,962.13
Builder's Risk Insurance Percentage (Actual Cost per Job Order)		$	1,528.75
Payment Bond (Actual Cost per Job Order)		$	2,446.00
Performance Bond (Actual Cost per Job Order)		$	2,446.00
SUBTOTAL (INSURANCE, BONDS, & TAXES):		**$**	**27,884.43**
COMBINED TOTAL (TOTAL + INSURANCE, BONDS, & TAXES):		**$**	**333,634.88**
City's Allowance		**$**	**40,000.00**
TOTAL JOB ORDER:		**$**	**373,634.88**

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

CITY OF CHANDLER - Alley way Improvements 5/15/2025
PROJECT NO.: CA2206.402

EXHIBIT B.2 - GENERAL CONDITIONS

ACHEN-GARDNER CONSTRUCTION, LLC
550 S. 79th STREET
CHANDLER, AZ 85226
PROJECT NO.: :4105101

PAY ITEM	DESCRIPTION	QUANTITY	UM	UNIT PRICE	TOTAL
188.01	PROJECT SUPERINTENDENT/VEHICLE	176.00	HR	150.93	26,563.68
188.02	PROJECT MANAGER/VEHICLE	44.00	HR	150.92	6,640.48
188.03	PROJECT ENGINEER/VEHICLE	44.00	HR	122.11	5,372.84
188.04	ICE AND WATER	20.00	DY	10.00	200.00
188.05	YARD RENTAL (CITY OWNED ON PROJECT SITE - NC)	1.00	LS	-	0.00
188.06	YARD FENCING	2.00	MO	650.00	1,300.00
188.07	YARD / FIELD TOILET (2)($150 EA / MO)	2.00	MO	500.00	1,000.00
188.08	BUY CONSTRUCTION WATER	1.00	LS	2,500.00	2,500.00
188.09	SWEEPING	1.00	LS	2,500.00	2,500.00
188.10	DUMP FEES	1.00	LS	2,500.00	2,500.00
188.16	END OF PROJECT CLEANUP	1.00	LS	5,000.00	5,000.00
188.17	SMALL TOOLS AND SUPPLIES	1.00	LS	1,500.00	1,500.00
	GENERAL CONDITIONS (DIRECT COSTS)				**55,077.00**
188	**MONTHLY GENERAL CONDITIONS**	**1**	**MO**	**55,077.00**	

EXHIBIT B.2 - SCHEDULE OF VALUES
MAY 15, 2025
CITY OF CHANDLER - Hallway Alley Improvements California St. to San Marcos Alley
Project NO. CA2206.402

CHANDLER arizona

HALL WAY ALLEY
City of Chandler Project No. CA2206.401 April 15, 2025
QUANTITIES (100% SUBMITTAL)

ACHEN GARDNER

REMOVALS & RELOCATIONS					
					$ 055.00
2	Mobilization/Demobilization	LS	1	$ 26,548.00	$ 26,548.00
3	Subgrade Preparation	SY	513	$ 67.00	$ 34,371.00
4	Pavement Section No.1 (3" AC on 6" ABC)	SY	511	$ 37.00	$ 18,907.00
5	AC Thickened Edge (MAG STD DET 201, Type A)	LF	300	$ 21.00	$ 6,300.00
6	Single Curb (MAG Std Det 222, Type A)	LF	275	$ 32.00	$ 8,800.00
7	Concrete Valley Gutter (MAG Std Det 240) (MODIFIED)	SF	1,079	$ 14.00	$ 15,106.00
8	Adjust Valve Box Frame & Cover w/ Concrete Collar (MAG Std Det 391-1, Type A)	EA	3	$ 1,128.00	$ 3,384.00
9	Remove Asphaltic Concrete Pavement	SY	50	$ 67.00	$ 3,350.00
10	Remove Concrete Driveway	SF	33	$ 45.00	$ 1,485.00
11	Remove Concrete Valley Gutter	SF	10	$ 152.00	$ 1,520.00
12	Remove Water Meter Box	EA	6	$ 720.00	$ 4,320.00
13	Remove Sign	EA	1	$ 926.00	$ 926.00
14	Install Traffic Sign System	EA	6	$ 162.00	$ 972.00
15	Traffic Control	LS	1	$ 9,568.00	$ 9,568.00
16	Traffic Rated Box & Cover (MAG Std Det 319 Box Number 1324 w/ Circular Antennae)	EA	5	$ 1,460.00	$ 7,300.00
17	Concrete Pad	SF	16	$ 419.00	$ 6,704.00
18	Relocate Guy Wire and Foundation	EA	1	na	na
19	Fill & Compact Voids	EA	1	$ 9,665.00	$ 9,665.00
20	3" Decomposed Granite, 1/2" Minus (Desert Gold)	SF	740	$ 24.00	$ 17,760.00
21	Preformed Pavement Marking Arrows	EA	3	$ 432.00	$ 1,296.00
22	Permits	LS	1	$ 4,365.00	$ 4,365.00
	TOTAL CONSTRUCTION				**$ 191,702.00**
ALT	Asphalt Stamping & Painting	SY	511	66	$ 33,726.00
	TOTAL CONSTRUCTION WITH ALTERNATE				**$ 225,428.00**
IMPROVEMENTS BY APS					
1	Install Streetlight	EA	2	na	na

Proposal for construction services - 5/15/25
General Conditions included in Exhibit B:
Price of Subcontractors $53,645.00
<u>Price of AGC Self Performance: $171,783.00</u>
Sub total = $225,428.00
General Conditions = $55,077.00
Project Subtotal = $280,505.00

EXHIBIT B.3: LIST OF JOC DOCUMENTS

MAY 15, 2025

CITY OF CHANDLER – Hallway Alley Improvements California St. to San Marcos Alley

PROJECT NO: CA2206.401

- Dibble - 100% plan set *Downtown Alley Improvements (California, Boston & Commonwealth)* – Dated April 15, 2025.
- City of Chandler via Andrew Sprea, PE. – 100% Technical Specifications, *Hallway Alley Improvements California St. to San Marcos Alley City of Chandler Project No. CA2206.401* – Dated April 15, 2025.
- Dibble – Hallway Alley Quantities (100% Submittal) – Dated April 15, 2025.

EXHIBIT C

PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS THAT:____

(hereinafter "Principal"), and ____ (hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____________ with its principal office in the City of ___________________________, holding a certificate of authority to transact surety business in Arizona issued by the Director of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto ________________________(hereinafter "Obligee") in the amount of ____ (Dollars) ($__________), for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Agreement with the Obligee, dated

the ___________ day of ______________________, 20___ for construction of Downtown Alley Improvements (California Street to San Marcos Alleyway), CA2206.402 which Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal faithfully performs and fulfills all the undertakings, covenants, terms, conditions and agreements of the Agreement during the original term of the Agreement and any extension of the Agreement, with or without notice of the Surety, and during the life of any guaranty required under the Agreement, and also performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of all duly authorized modifications of the Agreement that may hereafter be made, notice of which modifications to the Surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond will be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this Agreement.

The prevailing party in a suit on this bond may recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _______________ day of __________________, 20__.

____
PRINCIPAL SEAL

____
AGENT OF RECORD

By _______________________________

____
SURETY SEAL

EXHIBIT D

PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS THAT:____

(hereinafter "Principal"), as Principal, and ____(hereinafter "Surety"), a corporation organized and existing under the laws of the State of _________________ with its principal office in the City of _________________, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto _______________________ (hereinafter "Obligee") in the amount of ____ (Dollars) ($__________), for the payment whereof, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Agreement with the Obligee, dated the _________ day of ______________________, 20___ for construction of Downtown Alley Improvements (California Street to San Marcos Alleyway)**,** CA2206.402 which Amendment is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly pays all moneys due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in said Agreement, this obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2 Arizona Revised Statutes, and all liabilities on this bond will be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this Agreement.

The prevailing party in a suit on this bond may recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _______________ day of ___________________, 20__.

____
PRINCIPAL SEAL

____
AGENT OF RECORD

By _______________________________

____
SURETY SEAL

____
AGENT ADDRESS

EXHIBIT E

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

_______________________, Arizona

Date ___________________________

Project: **DOWNTOWN ALLEY IMPROVEMENTS (CALIFORNIA STREET TO SAN MARCOS ALLEYWAY)**

Project No.: **CA2206.402**

To the City of Chandler, Arizona

Gentlemen:

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the consideration of $_______________________, as set out in the final pay estimate, as full and complete payment under the terms of the Agreement, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described project. The undersigned further agrees to indemnify and save harmless the City of Chandler against any and all liens, claims or liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performances and materials furnished for the performance of said installation.

Signed and dated at _______________, this ________ day of ______________ 20_____.

____
CONTRACTOR

By ______________________________

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

The foregoing instrument was subscribed and sworn to before me this _________ day of _________________ 20 ________.

____
Notary Public

____
My Commission Expires

EXHIBIT F

CERTIFICATE OF COMPLETION

Project: **DOWNTOWN ALLEY IMPROVEMENTS (CALIFORNIA STREET TO SAN MARCOS ALLEYWAY)**

Project No.: **CA2206.402**

(TO BE COMPLETED BY CONTRACTOR)

I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER PROJECT NO. CA2206.402 HAVE BEEN DELIVERED IN ACCORDANCE WITH THE AGREEMENT DOCUMENTS AND BID SPECIFICATIONS AND ALL ACTIVITIES REQUIRED BY THE CONTRACTOR UNDER THE AGREEMENT HAVE BEEN COMPLETED AS OF ___________________________.
(Date)

FIRM NAME: _______________________________

PRINCIPAL: _______________________________
(Name)

____
(Signature)

_______________________________ DATE: ___________________
(Title)

CERTIFIED BY ENGINEER/CONSULTANT (*IF APPLICABLE*):

_______________________________ DATE: ____________________
(Signature)

____
(Firm Name)

PROJECT ACCEPTED BY USER DEPARTMENT

_______________________________ DATE: ____________________
(Signature)

____
(Dept. /Div.)

______________ Date of Final Walk-Through

______________ Date As-Built Received

______________ City As-Built Number

EXHIBIT G

SUBCONTRACTOR DOCUMENTS WITH JOC CONTRACTOR

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

QUOTATION

Vulcan Materials Company and Subsidiaries

Date: 05/01/2025
Quote #: 2008899320
Account: 213235

ACCOUNT : ACHEN-GARDNER CONSTRUCTION LLC

QUOTE NAME : CHANDLER HALL WAY ALLEY / 179 W COMMONWEALTH AVE / CHANDLER

Bill-To Address: 2195 W. CHANDLER BLVD, Suite 200
CHANDLER AZ 85224

Attn: Carson Bryce

Ship-To Address: 179 W COMMONWEALTH AVE AZ051099
CHANDLER AZ 85225

Effective Date: 05/01/2025
Expiration Date: 05/31/2025
Upon Acceptance Price Valid Until: 09/30/2025

Sales Representative: Lyndsay Ervine
Phone: +1 (480) 647-5404
Email: ervinel@vmcmail.com

100 - Aggregates

Plant	Product ID	Product Name	Qty	U/M	Unit Price	Haul Rate	Total Delivered Price
VAL VISTA SAND & GRAVEL	16272	MAG SPEC ABC LIME TREATED	169	TON	$14.25	$9.20	$23.45

200 - Asphalt

Plant	Product ID	Product Name	Qty	U/M	Unit Price	Haul Rate	Total Delivered Price
SAN TAN HMA	331517T	1/2" EVAC PG 70-10	100	TON	$81.00	$9.00	$90.00

ADDITIONAL CHARGES

Product ID	Product Name	Price/%	Per UOM
ENVFEE	Environmental Fee -Agg & Asphalt	$4.00	LOAD

MyVulcan

ADDITIONAL INFORMATION

HMA ORDER VOLUME: All daily orders under 100 tons of asphalt will incur Gomez Price plus the haul charge.
MATERIAL PRICING: Quoted material prices are valid only until the quote/sales order expiration date, regardless of quote acknowledgment or PO status. Prices for materials provided after the expiration date are subject to increase.
PRODUCTION AND AVAILABILITY: Vulcan Materials plants serve multiple customers and strive to meet all production timelines. However, Vulcan is not responsible for project or trucking delays due to material or production availability. Quotes are subject to product/material availability, and production is scheduled on a first-come, first-served basis.
MATERIAL SPECIFICATIONS: Quoted materials are based on specifications not reviewed. Any required changes or substitutions from what is on this quote are subject to price adjustment.

Logistics / Hauling:
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.

Product Availability:
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.

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

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.

All prices are FOB point of shipment from the designated location unless a delivered price is stated. 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 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

CREATIVE PAVING SOLUTIONS

"THE EVOLUTION OF PAVING TECHNOLOGY"

Dba Creative Paving Coating Solutions
Proposal

Achen-Gardener Construction
Bryon Lively
(602) 741-1054
2195 W Chandler Blvd #200, Chandler, AZ 85224
Via e-mail to: blively@achen.com
May 7, 2025

Job Number: 250150
City of Chandler Alleyway
Chandler, AZ

Creative Paving Solutions proposes furnishing the materials and performing the labor necessary to complete the line items listed below:

Line Item 1 – Stamped Asphalt– We will prep, layout, stamp, coat, and seal approximately 4,557 square feet of existing new asphalt using Decocoat Polymer Systems DP-200 and Decocoat Polymer Systems Sealer Concentrate. The pattern and color will determined by the owner. We will do this work for $6.75 per square foot for a total of $30,759.75 plus applicable sales taxes.

THIS PRICE DOES NOT INCLUDE MULTICOLOR STAMPED ASPHALT, ASPHALT/CONCRETE REPAIR, TRAFFIC CONTROL, ASPHALT/CONCRETE PAVING, WEEKEND WORK, DAVIS BACON WAGES, UNION WAGES AND/OR PREMIUM PAY NOT CAUSED BY CREATIVE PAVING.
CREATIVE PAVING IS NOT RESPONSIBLE FOR CURRENT AND/OR FUTURE CRACKS OR BELOW GRADE MOISTURE.
THE SCHEDULE CAN CHANGE DUE TO INCLEMENT WEATHER.

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

FERGUSON WATERWORKS

FERGUSON WATERWORKS #1821
1800 NORTH ARIZONA AVENUE
CHANDLER, AZ 85225-7014

Phone: 602-495-8420
Fax: 602-262-4276

Deliver To: EXP 12/21 EM ECMS
From: Hector Flores
hector.flores@ferguson.com
Comments:

16:51:51 MAY 07 2025

FERGUSON WATERWORKS #3083
Price Quotation
Phone: 602-495-8420
Fax: 602-262-4276

Bid No: B451989
Bid Date: 05/07/25
Quoted By: HBF

Cust Phone: 480-940-1300
Terms: NET 10TH PROX

Customer: ACHEN GARDNER CONSTRUCTIO
2195 W CHANDLER BLVD STE 200
CHANDLER, AZ 85224

Ship To: ACHEN GARDNER CONSTRUCTIO
2195 W CHANDLER BLVD STE 200
CHANDLER, AZ 85224

Cust PO#: CHANDLER, AZ

Job Name: HALL WAY ALLY IMPROV

Item	Description	Quantity	Net Price	UM	Total
OB132451JH	B1324 #2 TRFC RATED LID	5	406.740	EA	2033.70
OB1324BOX	B1324 #2 TRFC RATED BX W /BLTS	5	259.440	EA	1297.20
BGRE5LHVTSK4WCL35	5-1/4 VLV BX LID WTR W/ 4 SKT CL35	3	67.490	EA	202.47
IVBATS16	16 SLIP VLV BX TOP SECT	3	73.260	EA	219.78
IVBABS24	24 SLIP VLV BX BOT SECT	3	85.180	EA	255.54
IVBABS36	36 SLIP VLV BX BOT SECT	3	120.950	EA	362.85
SDC457BL	DEBRIS CAP F/ 461S TOP BLUE	3	91.250	EA	273.75

Net Total:	$4645.29
Tax:	$0.00
Freight:	$0.00
Total:	$4645.29

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

Due to the uncertain impact of potential tariffs, Ferguson's quotation/proposal has not included any provision or contingency for future tariffs or increase of existing tariffs. Ferguson reserves the right to adjust prices to reflect the impact of any new or increased tariffs that affect our costs at the time of shipment. Ferguson will provide notice of any such adjustments along with documentation supporting the changes.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE//VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at https://www.ferguson.com/content/website-info/terms-of-sale
Govt Buyers: All items are open market unless noted otherwise.
LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.
Buyer shall accept delivery of products within 60 days of Seller receiving the products at Seller's warehouse. If Buyer causes or requests a delay in delivery of the products, Buyer may be subject to storage fees and additional costs caused by such delay. Seller reserves the right to requote the products and reschedule the delivery date, subject to manufacturer's lead times and price increases, if Buyer is unable to accept delivery within 60 days.

FERGUSON WATERWORKS

FERGUSON WATERWORKS #3083
Price Quotation

Fax: 602-262-4276

16:51:51 MAY 07 2025
Reference No: B451989

Arizona Materials

Quote Number:	**Q10023676-0**
Created On:	4/30/2025
Quote Expires On:	5/30/2025

Project:	**City of Chandler Hall Way Alley**	**Account**:	**Achen Gardner Construction LLC**
Project Address:	179 W Commonwealth Ave Chandler, AZ 85225	Account Number:	40005
		Contact:	Carson Bryce
Estimated Start Date:	5/26/2025	E-mail:	cbryce@achen.com
Project End Date:	11/30/2025	Phone:	480-940-1300

Customer Service:
Sales Office Address: PO Box 741805 Kilgore Companies
Los Angeles, CA 90074-1805

MATERIAL PRICING

Item Code	Description	Quantity	Unit Price
12504	**MAG-B 2500 PSI 1" ROCK** *Escalator of $8.00 effective 6/1/2025 recurring every 12 months*	10 CY	$134.00
13004	**3000 PSI MAG-A** *Escalator of $8.00 effective 6/1/2025 recurring every 12 months*	10 CY	$136.00
14004	**MAG-AA 4000 PSI, 1" ROCK** *Escalator of $8.00 effective 6/1/2025 recurring every 12 months*	40 CY	$140.00
12506	**MAG-B CURB 2500 1" SLIPFORM** *Escalator of $8.00 effective 6/1/2025 recurring every 12 months*	20 CY	$136.00

SUNDRIES AND SURCHARGES

Item	Comments	Price	Unit
Fuel Surcharge RMX		$35.00	EA
WEEKEND TRUCK TIME		$50.00	HRS
ENVIRONMENTAL CHARGE		$25.00	EA
Load Size: 0.00 > 6.00		$200.00	CY
Additional Products & Services			
Hot Water		$2.50	PCY
Recover per 1/2 hour		$4.00	OZ
Micro Fiber		$7.50	PCY
Color Wash Out		$25.00	EA
Nitrogen Cooling		$9.50	GAL
Non-Chloride Accerator (per 1%)		$0.00	GAL
Macro Fiber (Structural)		$7.00	PCY
Color Seal		$0.00	PCY
Chilled Water		$2.50	PCY

Respectfully,

Arizona Materials

Sales Rep: Randy Schmolke
Phone: 602-342-6595
Email: Randy.Schmolke@azmatl.com

Customer Acceptance

Signed by:

Date:

__Taxable *__Tax Exempt (Attach Certificate)*

Arizona Materials

Quote Number:	**Q10023676-0**
Created On:	4/30/2025
Quote Expires On:	5/30/2025

CLAUSES

Delivery availability

The seller is not responsible for delays in delivery due to conditions or circumstances beyond his control.

To insure quality, the minimum order size will be two cubic yards.

The seller accepts no responsibility for damages to any curb and beyond the curb line.

It is the intent of the Seller to have ready mixed concrete arrive at Purchaser's site at the time and rate ordered by Purchaser, but cooperation and 24-hour advance notice are necessary to facilitate timely delivery. Seller agrees to use its best ability and dispatch in meeting requested delivery schedules, but cannot guarantee same. Special arrangements must be made for deliveries of over 100 cubic yard per hour.

Customer must notify dispatch of quoted project, when orders are placed.

Buyer is responsible to provide access for the delivery of products under the delivery vehicle's own power. Our delivery vehicle(s) carry chains that can be used for an additional fee. The use of heavy equipment to propel delivery vehicle(s) in any way through inaccessible areas will not be permitted. In the event a tow truck is needed to retrieve delivery vehicle(s) due to poor access, the Buyer will be billed for the towing cost and delivery vehicle's time related to the recovery and delivery.

Seller is not responsible for failure to make delivery when prevented by strikes; D.O.T. drivers' hour of service; by accidents or necessary repairs to machines or equipment; by fire, flood, power failure, water supply failure, or adverse weather conditions; by inability to procure materials or fuel; by Government regulations, requirements or orders; or by any other causes beyond the Seller control.

Prior to unloading concrete, Purchaser shall inspect delivery tickets for conformity with order. The seller reserves the right to take test cylinders from the concrete as delivered.

The seller will not be responsible for any concrete pumping overtime charges.

When deliveries are made to places other than on paved streets, Purchaser must provide suitable roadways or approaches, permitting safe access of trucks to the point of delivery under their own power. Seller reserves the right to refuse deliveries in the event such roadways are not provided. If Purchaser orders deliveries beyond the curb line, Purchaser shall be responsible for removal of mud from trucks wheels and tires, and Purchaser assumes all liability for, and agrees to hold Seller harmless from, damage to trucks, sidewalks, driveways, roads, or other property, resulting from truck weight or inadequate roadways or approaches to discharge points.

Payment terms

All credit sales are subject to the terms and conditions of a separate credit agreement between Seller and Purchaser, including but not limited to the express agreement that, in addition

Accounts that are 60 days past due will be closed until balance is paid.

The seller strictly follows State Lien Law, issuing construction notice, notice to owner, preliminarynotice or notice to contractor, and/or intent to lien filings, accordingly, without incident.

As to any matter wherein Purchaser intends to make a claim against Seller, written notice must be given to Seller promptly upon discovery of facts upon which the claim may be based, the Seller shall be given full opportunity to investigate them. Otherwise said claim shall be deemed waived.

All Charge Accounts are due and payable 30 days after the date of the invoice. Any account not following the aforementioned payment terms are deemed to be past due. All Past Due Accounts are subject to interest at the rate of 1 ½ percent per month (18% Per Annum) applied to the principal monthly, plus any cost of collection, including, but not limited to, reasonable attorney's fees. NO RETENTION ALLOWED.

Pricing conditions

Purchase order numbers, if required by customer, must be provided prior to purchase.

Materials are quoted based on most recent information and specifications given to us by our customer.

Seller will accept no responsibility for final color, or variations in color, due to the many variables that affect it.

When orders are placed for this project it constitutes acceptance of the prices, terms and conditions of this quotation.

Since Seller has no control over the placing, curing, or handling of concrete after unloading, Seller cannot and does not guarantee the finished work for which its concrete is used.

Prices are subject to change if data or specifications change.

Prices quoted are for the above referenced project only. Prices are good for thirty (30) calendar days from the quote date and through Expiration Date, if the quote is accepted. After 30 days, customer will need to request a new quotation.

Price quote and customer account is subject to cancellation for an overdue account.

Concrete Pricing subject to change based on market conditions

This quotation is subject to credit approval. We reserve the right to cancel this quotation if credit terms are not met.

Subject to cement supply and availability, price increases, and supply of diesel fuel.

All order backs/split loads under 11 yds on one order are subject to Short Load Charges.

Arizona Materials will not be responsible for any concrete pumping overtime charges.

Applicable sales, excise, or use taxes are not included in the prices on the quote. Sales Tax can only be provided as an estimate, if needed. Customers are responsible for paying any such taxes, which are, or may become applicable.

___Taxable ____Tax Exempt (Attach Certificate)

Arizona Materials

Customer must provide a copy of the tax exempt certificate before ordering any materials to not charge sales tax, otherwise taxes are due and payable within credit terms.

Product performance

It is Contractors responsibility to contact Arizona Materials Quality Control Department with any concrete issues/concerns no later than 48 Hours after placement.

All materials are produced in conformance with ACI / ASTM Standards. Contractor is responsible to provide safe access to the point of delivery.

PMI
Pavement Marking, LLC
1001 S. 54th Avenue • Phoenix, AZ 85043 • (480) 598-0872
Pavement Marking, LLC is an Equal Opportunity Employer

To:	Estimating Dept.	**Contact:**	Frank Church
Address:	Phoenix, AZ	**Phone:**	
		Fax:	
Project Name:	City Of Chandler - Alley Improvements	**Bid Number:**	250258
Project Location:	California St & Hall Way Alley, Chandler, AZ	**Bid Date:**	5/9/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01	Preformed Pavement Arrow	3.00	EACH	$400.00	$1,200.00
02	Mobilization	1.00	EACH	$1,800.00	$1,800.00

Total Bid Price: $3,000.00

Notes:
- Our Quotation Excludes the Following: Survey, Sweeping, Stripe Obliteration, Sealer for Obliteration/ Rumble Strips, Traffic Control, Sales Tax, Permits, Bond, As-Built Drawings, Removal/ Disposal of Lead or Asbestos Based Striping. Contractor to supply water and debris dump location on jobsite.
- Striping survey is required per ADOT Specification 925-3. Payment Terms Net 30 Days (Retainage to match Owner's holding)/ A minimum of 14 days notice required prior to starting work.
- 1 Final markings mobilization included. Adjust mobilizations to fit your project schedule; Any Additional mobilizations will be billed at unit rate above.
- This quote excludes any project management/ billing website fees (i.e. Textura)
- All railroad and/ or specialty insurance is excluded. A standard C.O.I. extension to match Owner's requirements.
- Bond Rate: $15.00/ $1000.00 (Minimum $100.00)
  NAICS Code: 237310
- Pavement Marking License Number: 280635
  This Estimate is Valid for 45 Days. PMI must receive up-to-date plans and specifications prior to mobilization
- Quantities shown are estimates only. Actual quantities installed will be used for billing. Quote to be used as part of our subcontract.

ACCEPTED:	**CONFIRMED:**
The above prices, specifications and conditions are satisfactory and hereby accepted.	**PMI AZ**
Buyer: ______	
Signature: ______	**Authorized Signature:** ______
Date of Acceptance: ______	**Estimator:** Frank Church 602-717-5388 frank.church@pmiaz.com

ATWELL

PROPOSAL
FOR
PROFESSIONAL SERVICES

CLIENT	Achen Gardner	**DATE OF ORDER**	05/07/2025
CONTACT	Andy Mortensen	**PROPOSAL NO.**	P25004331
ADDRESS	2195 W Chandler Blvd, Suite 200	**TELEPHONE NO.**	480-940-1300
	Chandler AZ 85224	**EMAIL NO.**	Amortensen@achen.com

PROPOSAL NAME Chandler Hall Way Alley Improvements

SITE LOCATION Chandler, AZ

PROPOSAL SUMMARY

Dear Andy:

Attached is our proposal for providing professional surveying services as requested for the Chandler Hall Way Alley Improvement project located at Frye Road and Arizona Avenue in Chandler, Arizona

We appreciate the opportunity to submit our Scope of Understanding to you and look forward to being part of your team on a great project.

Feel free to contact me with any comments or questions you may have for us or if there is anything else we need to provide to you to complete this bid. I can be reached at 623-262-1581.

Please keep Atwell in mind for your future survey needs and any of your upcoming projects.

Thank you,

Randall R. Hager, PLS

Survey Director

THE ATWELL CLIENT PROMISE

The Atwell Client Promise serves as a set of guideposts to demonstrate the company's commitment to our clients and partners. In an effort to better understand our clients' perceptions, satisfaction and expectations of Atwell and our leaders, we launched a national initiative to gather client feedback. The Atwell Promise is a direct result of our clients' feedback and prioritized from our clients' perspective. The Atwell Promise is our commitment to you as we strive to develop a long-term relationship and support your project needs.

WE WILL BUILD STRONG RELATIONSHIPS

We will develop long-term, trusting relationships with our clients and maintain genuine interest in their success by understanding their drivers, goals and expectations.

WE WILL PROVIDE INDUSTRY EXPERTISE AND MAINTAIN PROJECT KNOWLEDGE

We will provide dedicated thought leaders and technical professionals who will deliver industry specific knowledge and project experience to every project.

WE WILL BE RESPONSIVE AND EXECUTE ON EVERY TASK

We will maintain a nimble organizational structure for maximum flexibility to better serve the needs of our Clients and respond immediately to a Client's urgent requests and project deadlines.

WE WILL CONTINUE TO HIRE AND DEVELOP TECHNICALLY SOUND PROFESSIONALS

We will continue to recruit, develop and retain team members that have the technical expertise, passion and commitment to health and safety to serve our Client's project needs.

WE WILL PROVIDE QUALITY DELIVERABLES AND MAINTAIN A CULTURE OF EXCELLENCE

We will maintain a culture of excellence focused on Client service and industry best practices to ensure accuracy, consistency and constructability for each project.

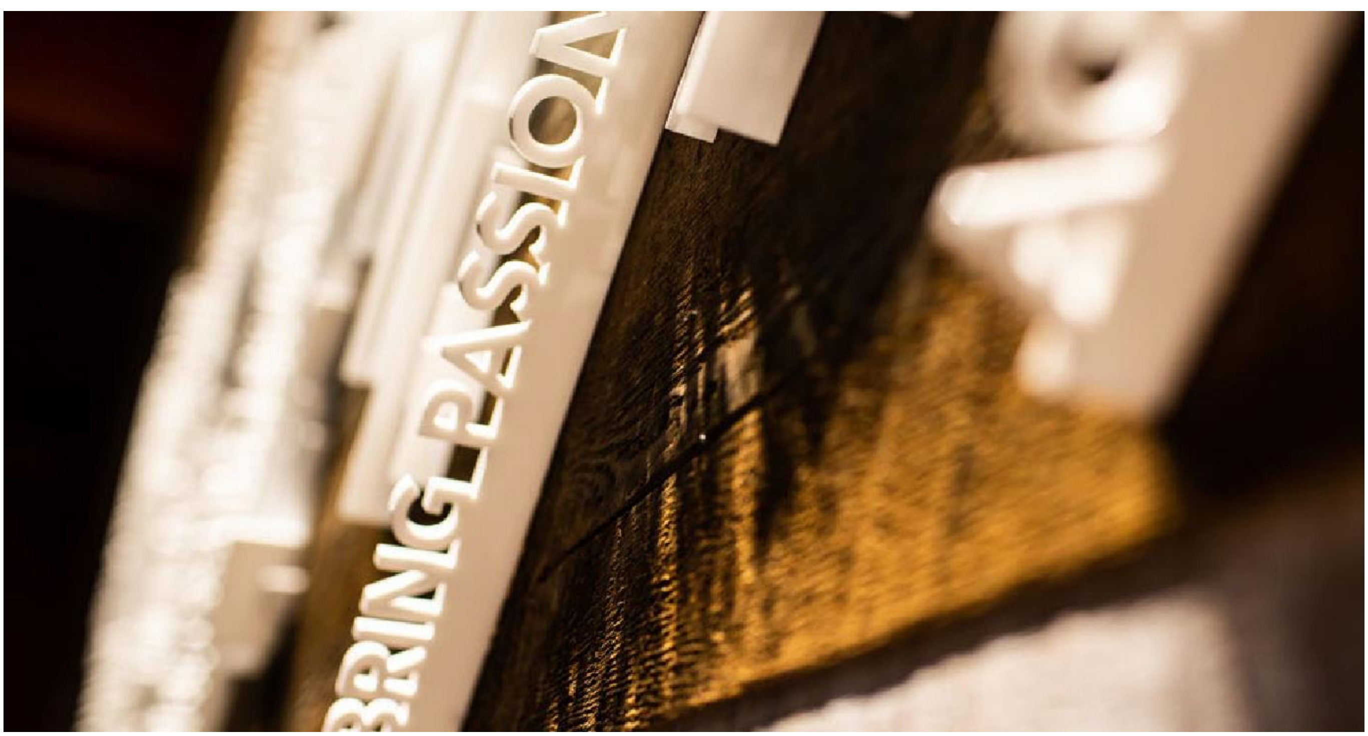

EXHIBIT A

SCOPE OF WORK FOR CHANDLER HALL WAY ALLEY IMPROVEMENTS

Based upon our understanding of project requirements and discussions with you we have developed the following scope of services:

1.Control:

a. Establish horizontal control and vertical control points for site staking.

b. Set control points for contractor use.

c. Asbuilt existing surface utilities for future readjustments.

d. Provide demo limits

2.Staking

a. Stake new curb at 25' intervals

b. Stake Valley Gutter at 25' intervals

c. Stake existing utility rims for re-adjustment after paving.

d. Provide layout for new signs.

3.As-Builts:

a. Complete asbuilts on Civil plans for submittal to city jurisdiction.

NOTE: Atwell will work closely with the client\contractor to insure As-built data is obtained and provided to the Atwell survey (office) team to quickly review and complete the As-built analysis. It is the Client\Contractors responsibility to contact the Atwell Survey Project Manager in a timely manner when the improvements are ready to be As-built in order to provide sufficient time to schedule the Atwell survey team for collection of As-built data. If the underground utility has been backfilled prior to As-built data collection, it may require the Contractor to expose said utility at Contractor's expense, till field as-built has been completed.

CLARIFICATIONS

PROJECT UNDERSTANDINGS

- Anything not specifically stated is excluded from this Scope of Services.

ASSUMPTIONS:

In preparing the proposal, we have assumed the following:

- Atwell has access to the site.
- Proposal based on the unapproved City of Phoenix, Plans by Hilgart Wilson dated 10-31-24.

INFORMATION TO BE PROVIDED BY THE CLIENT:

In preparing the proposal, it is understood the following be provided by the Client:

Client to provide current set of approved construction plans,
Client to provide CADD files of the current plans to assist in setting up the staking calculations for field crews.

ADDITIONAL SERVICES

We have the capability to provide services outside of the agreed upon Scope of Services. These services would be considered Additional Services and would be provided on a Time and Material basis and billed in accordance with the attached Professional Services Fee Schedule. Additional Services will only be provided at the written request of the client.

EXHIBIT B

Scope & Fee Proposal Work Authorization – Services

Task	Task Description	Original Fee	Type	Initial
1	Site Control/Demo Limits	$2,000	FF	
2	Rough Grade	$4,000	FF	
3	As-Builts	$2,390		
4	Calcs/Coordination	Included in Fees Above	FF	
	Total:	**$8,390**		

FF=Fixed Fee

TME = Time & Materials

Upon receipt of this signed proposal and work authorization, Atwell will commit the staff and resources necessary to begin work on the project.

Invoices will be submitted monthly for work completed and payment is expected within thirty (30) days of the date of the invoice. In the event of non-payment, services may be suspended.

All project related reimbursable expenses, including vehicle mileage, lodging, travel, travel time, computer time, outside data reports, postage, shipping, reproductions will be billed separately at cost under Task 98.

All fees and hourly rates quoted within this contract may increase annually after the beginning of each year. The original Atwell Agreement is enforceable for all subsequent work orders. The client shall pay all fees and permit charges

Exhibit C

2024 PROFESSIONAL SERVICES FEE SCHEDULE
REAL ESTATE & LAND DEVELOPMENT

PROJECT MANAGEMENT SERVICES	
Senior Project Manager	$255/hour
Project Manager I-III	$212 to $240/hour
Associate Project Manager I-II	$178 to $195/hour
Project Coordinator I-III	$105 to $137/hour
ENGINEERING & PLANNING SERVICES	
Senior Technical Advisor	$325/hour
Senior Project Engineer	$223/hour
Engineer/Designer I-V	$141 to $212/hour
Planner/Designer I-V	$141 to $212/hour
Technician I-V	$65 to $126/hour
SURVEYING & MAPPING SERVICES	
Senior Project Surveyor	$223/hour
Project Surveyor I-V	$141 to $212/hour
Senior Crew Chief	$164/hour
Crew Chief I-III	$109 to $146/hour
Crew Member I-II	$80 to $95/hour
Certified sUAS Pilot	$190/hour
Technician I-V	$65 to $126/hour
GIS Services	$113 to $170/hour
ENVIRONMENTAL & ECOLOGICAL SERVICES	
Senior Environmental/Ecological Consultant	$223/hour
Environmental Consultant I-V	$141 to $212/hour
Technician I-V	$65 to $126/hour
PROGRAM MANAGEMENT & CONSTRUCTION ADVISORY SERVICES	
Program Manager I-II	$270 to $282/hour
Senior Construction Manager	$225/hour
Construction Manager I-II	$195 to $212/hour
Construction Engineer I-II	$138 to $175/hour
Construction Coordinator	$128/hour
Estimating Services	$178 to $212/hour
Safety Coordinator	$142/hour
MISCELLANEOUS	
Project Controller Services	$102 to $124/hour
Project Executive	$325/hour
Expert Witness	$250/hour

PROFESSIONAL SERVICES AGREEMENT

Chandler Hall Way Alley Improvements

P25004331

These terms and conditions and the documents set forth in this Professional Services Agreement (the "Agreement") are entered into between Atwell, LLC, a Michigan limited liability company ("Atwell") and Achen Gardner ("Client") as of the date set forth in this Agreement.

1. **Authorization for Work to Proceed:** Upon execution of the Agreement, receipt of specified retainer fees, and completion of all other preliminary requirements set forth herein, Atwell shall proceed with the work (also referred to herein as the "services"), unless stated otherwise in the Agreement.
2. **Scope of Services:** The Scope of Work is set forth in the Proposal.
3. **Standard of Practice:** Services performed by Atwell under the Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation expressed or implied and no warranty or guarantee is included or intended in the Agreement or in any report, opinion, document, or otherwise. Client acknowledges that Atwell has made no implied or express representation, warranty or condition with respect to the services, findings, recommendations or advice to be provided by Atwell, except as expressly set forth herein.
4. **Billing and Payment:** Client shall pay Atwell for services performed in accordance with the rates and charges set forth in the Proposal. All fees and hourly rates quoted in the Proposal may be increased annually and as otherwise agreed by Atwell and Client. Invoices will be submitted by Atwell on a monthly basis and shall be due and payable within thirty (30) calendar days of the invoice date.
5. **Billing Dispute:** In the event any bill or portion thereof is disputed by Client, Client shall notify Atwell in writing within fourteen (14) days of receipt of the bill in dispute. In the event a portion of a bill is in dispute, Client hereby agrees to pay the undisputed portion of the bill in accordance with the terms set forth herein. Client and Atwell shall work together to resolve the dispute, but in the event Atwell and Client do not resolve such dispute within sixty (60) days of notice of dispute, Atwell may terminate the Agreement.
6. **Failure to Pay:** If Client for any reason fails to pay any undisputed portion of Atwell's invoices within thirty (30) days of receipt, Atwell may suspend services to Client. Client shall waive any claim against Atwell and shall defend, hold harmless, and indemnify Atwell from and against any damages or claims for injury or loss stemming from Atwell's suspension of services. Client shall also pay Atwell's reasonable demobilization costs resulting from the suspension of services. In the event the project is remobilized, Client shall also pay the cost of remobilization and the parties may renegotiate certain contract terms and conditions including, but not limited to, those associated with budget, schedule, or scope of services.
7. **Termination:** The Agreement may be terminated with cause by either party upon at least seven (7) calendar day's written notice. For purposes of this section, "Cause" shall be defined as failure by the other party to perform in accordance with the terms of the Agreement. In the event of such termination for cause, Atwell specifically retains and reserves, to the fullest extent permitted by law, all causes of action, claims, and remedies, in contract and in tort, in connection with or relating to Client's duties set forth in this Agreement. Atwell may terminate the Agreement without cause and without written notice in the event that (1) site conditions become unsafe for the performance of the services by Atwell; or (2) if Client fails to pay any invoice in accordance with the Agreement. In no event shall Atwell be

responsible for Client's lost profits or other damages arising out of Atwell's decision to terminate performance of services. In the event the Agreement is terminated with or without cause, Atwell shall be paid for services performed up to the termination date plus all incurred and documented termination expenses. For purposes of this Agreement, "termination expenses" shall include personnel and equipment rescheduling and reassignment adjustments and all other related costs incurred directly attributable to termination of the Agreement.

8. **Additional Services:** Any services to be provided by Atwell to Client not included or contemplated by this Agreement shall be specifically identified and agreed in writing.

9. **Work Product:** All documents produced or created by Atwell including, but not limited to, memoranda, internal reports, boring logs, field data, field notes, laboratory data, calculations and estimates, are instruments of service, and such instruments of service shall remain property of Atwell. Atwell is deemed the author and owner of the instruments of service, regardless of whether or not the services are completed, and Atwell shall retain all common law, statutory and other reserved rights, including copyrights. Upon receipt by Atwell of payment in full for its services, Client shall receive a fully paid license to use Atwell's Work Product for this Project. In the event Client uses, re-uses, or modifies Atwell's Work Product for any other use or purpose, Client shall defend, indemnify, and hold harmless Atwell from all claims arising or in any way related to such use, re-use, or modification. Any and all environmental and material samples obtained by Atwell pursuant to this Agreement may, at the sole discretion of Atwell, be discarded thirty (30) days following completion of the services unless otherwise mutually agreed in writing by Atwell and Client.

10. **Electronic Data:** If Client is provided copies in electronic format of deliverables prepared by Atwell ("Electronic Data"), for use in connection with preparation by Client of drawings or other submittals, as-built or record drawings, or for any other purpose, Client's use of such Electronic Data shall be at the sole risk of Client. Client agrees that the Electronic Data shall not be used for any purpose other than the project contemplated under this Agreement. Client acknowledges that the information contained in the Electronic Data may not be complete, may not be to scale, and may be subject to subsequent changes by Atwell. Client acknowledges that anomalies and errors can be introduced into the Electronic Data when it is transferred or used in an incompatible computer environment and that Atwell shall not be held liable for any such anomalies or errors. Further, Client accepts the risks associated with and the responsibility for any damage to hardware, software or computer systems or networks related to any use of the Electronic Data. The Electronic Data is being furnished on an "as-is" basis.

11. **Excuse of Performance (Force Majeure):** Atwell shall not be liable for delays in performance or for non-performance due to acts of God, war, riot, fire, acts or threats of terrorism, labor trouble, unavailability of materials or components, explosion, accident, compliance with governmental requests, laws, regulations, order or actions, unforeseen circumstances, or causes beyond Atwell's reasonable control.

12. **No Setoff:** Client is prohibited from and shall not setoff against or recoup from any invoiced amounts due or to become due from Client or its subsidiaries or affiliates any amounts due or to become due to Atwell or its subsidiaries or affiliates, whether arising under the Agreement or otherwise.

13. **Assigns:** Client may not delegate, assign, subcontract or transfer its duties or interest in the Agreement without the written consent of Atwell.

14. **Waiver:** The failure of either party to enforce any right or remedy provided in the Agreement or by law on a particular occasion will not be deemed a waiver of that right or remedy on a subsequent occasion or a waiver of any other right or remedy.

15. **Limitation of Liability:** The Parties acknowledge that the project pricing provided is based upon Atwell's willingness to accept a reasonable and fair level of risk and Client's willingness to cap such risk at a level reflective of such compensation. Accordingly, it is expressly agreed

that Client's sole and maximum recovery against Atwell for any claim arising out of this Agreement, whether in contract, tort or otherwise, is the lesser of three (3) times the amount of money paid by Client to Atwell under this Agreement or $250,000, and that an award of damages not to exceed such amount is Client's sole and exclusive remedy against Atwell. Under no circumstance shall Atwell be liable to Client for any loss or damage of any nature not arising from the work to be provided by Atwell herein. Notwithstanding anything else in this Agreement to the contrary, neither party shall be liable to the other for any incidental, special, consequential, punitive, exemplary, “benefit of the bargain”, or lost profit damages.

16. **Indemnification; Limitation on Time Period to Bring Claims:** Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Atwell, its managers, members, employees, officers, agents and affiliates, against all damages, liabilities or costs, including reasonable attorneys' fees and all costs of legal defense, arising out of or in any way connected with the project or services under the Agreement, excepting only those damages, liabilities or costs solely and directly caused by the negligent performance or willful misconduct by Atwell. Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Atwell, its managers, members, employees, officers, agents and affiliates, against all damages, liabilities or costs, including reasonable attorneys' fees and all costs of legal defense, arising out of or attributable to the negligence of Client, its successors, employees, agents or invitees. Client agrees to indemnify Atwell from claims arising out of any certifications which are required to be signed on behalf of Client during the course of the work contemplated by this Agreement. No action, suit or other proceeding shall be instituted against Atwell in connection with the work contemplated by this Agreement more than one (1) year after the last date of service under this Agreement. Atwell agrees to indemnify and hold harmless Client, its managers, employees and officers against damages, liabilities, or costs, including reasonable attorneys’ fees where recoverable by law to the extent caused by the negligent performance or willful misconduct by Atwell.

17. **Notice of Lien:** Atwell hereby notifies Client that Atwell may utilize all available lien rights in connection with its provision of services under the Agreement. In order to perfect any construction lien in favor of Atwell, Client agrees to provide, if applicable, any Notice of Commencement or any other notice required by the applicable Lien Laws.

18. **Job Site Safety:** Client assumes sole and complete responsibility for the safety of all persons and property where the work to be performed is at Client's site. In the event that Atwell provides a health and safety officer at Client's site, Atwell shall be authorized to take any and all measures on behalf of Client that in Atwell's opinion will maintain generally accepted health and safety standards for personnel at the site. Atwell will inform Client of such deficiencies relating to the specifications and applicable regulations known to Atwell, but Atwell shall not be responsible for the failure of Client or its agents to follow the recommendations of Atwell personnel. Client waives any claim and all damages against Atwell for, and agrees to indemnify and hold Atwell harmless from, any claim for liability for injury or loss to Client or others stemming from such measures, except to the extent such claim for injury or loss results from the direct negligence of Atwell.

19. **Disclosure of Hazardous Substances and/or Conditions:** Client hereby acknowledges that it shall be the duty of Client to notify Atwell of any known or suspected hazardous substances which have or may have been used, stored or disposed of on the work site. This duty shall also apply to any hazardous substance with which Atwell may be provided or which exists or may exist on or near any premises upon which services are to be performed by Atwell employees, agents or subcontractors. Disclosure and notification to Atwell shall be required immediately upon discovery of any other hazardous substances or upon discovery of increased concentrations of previously disclosed substances. All decisions related to the disposal of hazardous substances shall be made solely by Client, and Atwell shall not select the disposal site nor shall Atwell

arrange in any other way for the disposal of any hazardous substances found on or removed from the work site.

To the extent that the Agreement between Atwell and Client includes subsurface activities (including, but not limited to, soil borings, well installation or test pit excavation), Client shall furnish Atwell with diagrams clearly identifying the location and boundaries of the site's subsurface structures (including, but not limited to, pipes, tanks, cables, sewers, and utilities). Atwell shall not be liable for any damage to any subsurface structures or injury or loss arising from damage to subsurface structures which are incorrectly located or not identified on the diagrams provided by Client.

20. Estimates for Proposed Construction: Construction cost estimates, quantity estimates, schedules and any earthwork quantity calculations are estimates only and are calculated and provided in good faith by Atwell. Atwell has no control over external factors, including, but not limited to, market conditions and construction procedures. Atwell and Client each acknowledge and agree that such estimates may vary from final proposals, bids, schedules or actual construction costs.

21. Stamp on Drawings: Atwell shall not be liable for any plans or specifications produced under this Agreement until such drawings are stamped as "approved" by all relevant government/municipal agencies and/or building department officials.

22. Dispute Resolution: Other than as to a dispute arising from alleged non-payment, such Dispute shall first be submitted to designated authorized representatives of the Parties to attempt to reach a negotiated resolution. In the event such a resolution cannot be reached within a reasonable time, at the demand of either Party the matter shall be submitted to non-binding mediation using a single mediator selected by mutual agreement of the parties. In the event the parties cannot agree on a mediator, or in the event the Dispute is not resolved within a reasonable time, at the demand of either Party the matter shall be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect (the "Expedited Procedures"); provided, that the arbitration shall not be conducted by the American Arbitration Association. The Parties shall select a single arbitrator by mutual agreement or, failing such agreement, the arbitrator shall be appointed by a court of competent jurisdiction sitting in Oakland County, Michigan, to which jurisdiction and venue the Parties hereby consent. The arbitration shall be held in Oakland County, Michigan, and the laws applicable to the arbitration proceeding shall be the laws of Michigan without regard to principles of conflict of laws. The parties agree that the arbitrator shall have all powers provided by law and the terms and conditions of this Agreement. However, the arbitrator shall have no power to vary or modify any of the provisions of this Agreement. Any party to this Agreement may bring an action in any court having jurisdiction, including a summary or expedited proceeding, to specifically enforce this Agreement, and an action or motion to compel arbitration may be brought at any time, even after a Dispute has been raised in a court of law, or after this Agreement has been completed, terminated, or paid in full.

Judgment. The arbitration award rendered by the arbitrator shall be final and non-appealable and judgment may be entered upon it in accordance with the applicable law in any court having jurisdiction thereof.

Costs and Expenses. Each Party shall bear its own costs of Arbitration and shall pay one-half of the Arbitrator's fees and costs. The prevailing party shall be entitled to payment by the other Party of its actual costs and reasonable attorney fees.

23. Severability: If any portions of this Agreement shall be, for any reason, invalid or unenforceable, the remaining portion or portions shall nevertheless be valid, enforceable and carried into effect, and this Agreement shall be construed in all respects as if such invalid, void or unenforceable provisions were omitted.

24. Entire Agreement: The Agreement, including all attached Exhibits, constitutes the entire agreement between the parties with respect to their subject matter, and supersedes all prior oral or written representations or agreements by the parties with respect to the proposed subject matter of the Agreement, including Client's request for proposal or any purchase order or terms and conditions. No subsequent terms, conditions, understandings, or agreements purporting to modify the terms of the Agreement will be binding unless in writing and signed by both parties.

25. **Governing Law:** The Agreement shall be governed by the laws of the State of Michigan without regard to principles of conflict of laws.

26. **Agreement Construction:** Both Parties having had an equal opportunity to negotiate the terms of this Agreement and to consult with counsel prior to execution, neither Party shall be considered the drafter of the Agreement and it shall not be construed against one Party more than the other.

27. **Notices:** Any notice required or permitted to be given under this Agreement shall be in writing, and either personally delivered to the other party or mailed to the last known current address of the other party by certified mail, return receipt requested.

28. **Miscellaneous: Notwithstanding Section 25 above, the parties agree that if the services are performed in a state which limits liability, including but not limited to, Fla. Stat.§ 558.0035, the laws of that state shall govern with respect to limiting liability and the Client agrees and waives all claims the Client or anyone claiming by through or under them, may have against an individual design professional employed by Atwell for negligence arising out of the rendering of services under this Agreement.** Projects in North Carolina are deemed contracted through and performed by Atwell, LLC, a Michigan limited liability company d/b/a Atwell, PLLC pursuant to an Amended Certificate of Authority issued by the North Carolina Department of State on July 30, 2021 under NC COA# P-2380.

ACCEPTED BY:

ATWELL, LLC

By: ____________________

Signature

Randall R. Hager, PLS

Director

Achen Gardner

By: ______________________________

Signature

Name: ______________________________

ITS: ____________________________

EXHIBIT H

BUILDERS RISK INSURANCE