



**CITY OF CHANDLER  
JOB ORDER PROJECT AGREEMENT**

**ALMA SCHOOL ROAD AND OCOTILLO ROAD  
SOUTHBOUND MEDIAN CURB IMPROVEMENTS  
PROJECT NO. ST2410.401**

**COUNCIL DATE: APRIL 23, 2026**

This JOB ORDER PROJECT AGREEMENT ("Job Order") is made this \_\_\_\_ day of \_\_\_\_\_ 2026 ("Effective Date"), by and between the City of Chandler, an Arizona municipal corporation, ("City") and Achen-Gardner Construction, LLC, an Arizona company, ("JOC Contractor") and is entered into pursuant to Job Order Master Agreement No. JOC2404 ("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 Alma School Road and Ocotillo Road Southbound Median Curb Improvements, Project Number ST2410.401. The scope of work consists of subgrade preparation for approximately 519 square yards, followed by the installation of 5-inch asphalt concrete (AC) pavement over 8 inches of aggregate base course (ABC). The scope further covers the construction of approximately 419 linear feet of concrete MAG 222 type A curb and 102 square yards of interlocking concrete pavers. Demolition and removals include existing asphalt pavement, concrete curb, stamped concrete, and 12 small shrubs each.

Additional work includes removing existing conflicting striping and installing the new striping layout. Landscaping includes the removal, salvage and reinstallation of the existing decomposed granite. Modifications will be made to the existing irrigation system for 9 new plants, 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 \$463,513.66 Dollars determined and payable as set forth in JOC Master Agreement and **Exhibit "B"** attached hereto and made a part hereof by reference.

**ARTICLE 3. AGREEMENT TIME & SCHEDULE**

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

**ARTICLE 4. JOB ORDER CONTACTS**

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

CITY:	Construction Project Manager: Scott Riter	
	Phone:	480-782-3328
	Email:	Scott.Riter@chandleraz.gov
JOC CONTRACTOR:	Achen-Gardner Construction, LLC	
	2195 West Chandler Boulevard, Suite 200, Chandler, AZ 85224	
	JOC Contractor Representative: Kevin Nunez	
	Phone:	480-403-9440
	Email:	knunez@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**

**"JOC CONTRACTOR"**  
**ACHEN-GARDNER CONSTRUCTION, LLC**

\_\_\_\_\_  
Mayor

Kevin Nunez March 31, 2026  
Signature Date

**RECOMMENDED BY:**

Kevin Nunez  
Print Name

Daniel Haskins March 31, 2026  
Daniel Haskins, P.E.  
CIP City Engineer

Executive Vice President  
Title

**APPROVED AS TO FORM:**

Knunez@achen.com  
Signer Email Address

\_\_\_\_\_  
City Attorney *JMB*

**ATTEST:**

\_\_\_\_\_  
City Clerk Seal

## **EXHIBIT A**

### **SCOPE OF WORK**



Alma School and Ocotillo Road Southbound Median Improvements Proposal

March 9, 2026

Emailed: 3-9-26

[Scott.Riter@chandleraz.gov](mailto:Scott.Riter@chandleraz.gov)

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

City of Chandler Project No.: ST2410.401  
Achen-Gardner Construction, LLC Project No.: 4105103

Dear Mr. Riter:

Please find attached Achen-Gardner Construction, LLC's ("Achen-Gardner") initial proposal for the Alma School and Ocotillo Road Median construction scope of work, as noted on Exhibit "A". The breakdown of the project costs is as follows:

1) Total = **\$463,513.66**

The completed Proposal totals \$463,513.66 for construction activities on the Chandler Alma School and Ocotillo Road Southbound Median Improvements project. See Exhibit "B" for the Job Order Cost Proposal – Summary Sheet.

Should you have any questions or comments, please feel free to contact me via cell phone at (602) 376-9434 or e-mail [dbroderick@achen.com](mailto:dbroderick@achen.com).

Sincerely,

**ACHEN-GARDNER CONSTRUCTION, LLC**

A handwritten signature in blue ink, appearing to read "Dan Broderick".

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**

**MARCH 9, 2026**

**CITY OF CHANDLER – Alma School and Ocotillo Road Southbound Median Improvements  
PROJECT NO: ST2410.401**

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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 519 square yards, followed by the installation of 5-inch asphalt concrete (AC) pavement over 8 inches of aggregate base course (ABC). The scope further covers the construction of approximately 419 linear feet of concrete MAG 222 type A curb and 102 square yards of interlocking concrete pavers. Demolition and removals include existing asphalt pavement, concrete curb, stamped concrete, and 12 small shrubs each. Additional work includes removing existing conflicting striping and installing the new striping layout. Landscaping includes the removal, salvage and reinstallation of the existing decomposed granite. Modifications will be made to the existing irrigation system for 9 new plants.
- The quantities for this project (Project No. ST2401.401) are as per Exhibit B.2 – Schedule of Values.
- Schedule Assumptions: Project duration is 8 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 paid for through a Change Order to the Project.
- The proposal is based on the attached vendor's and subcontractor's proposals, including their inclusions and exclusions.
- Owner's (City) Allowance and Contingency is excluded from the proposal.
- 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
  - The work will be continuous without interruption.
- Traffic control pricing is based on a 24 hour/7-day left lane closure set-up.



**EXHIBIT B**  
**FEE SCHEDULE**



3/9/2026

**EXHIBIT "B"**

**JOB ORDER COST PROPOSAL  
SUMMARY SHEET**

<b>Negotiated Prices</b>			
Price of Subcontractor(s)		\$	74,318.90
Price of Subconsultant(s)		\$	-
General Conditions		\$	117,422.46
Preconstruction Labor (if applicable)		\$	-
Construction Labor (if applicable)		\$	164,329.60
<b>SUBTOTAL (NEGOTIATED PRICES):</b>			<b>\$ 356,070.96</b>
<b>Overhead and Profit</b> (Coefficient per Job Order Master Agreement)		<b>9.00%</b>	<b>\$ 32,046.39</b>
<b>TOTAL (NEGOTIATED PRICES + OVERHEAD &amp; PROFIT):</b>			<b>\$ 388,117.35</b>
<b>Insurance, Bonds, &amp; Taxes</b>			
Sales Tax Percentage (Current Tax Rate)	<b>ENTER TAX % HERE:</b>	<b>5.07%</b>	\$ 19,677.55
General Liability Insurance Percentage (Actual Cost per Job Order)			\$ 7,568.29
Builder's Risk Insurance Percentage (Actual Cost per Job Order)			\$ 1,940.59
Payment Bond (Actual Cost per Job Order)			\$ 3,104.94
Performance Bond (Actual Cost per Job Order)			\$ 3,104.94
<b>SUBTOTAL (INSURANCE, BONDS, &amp; TAXES):</b>			<b>\$ 35,396.31</b>
<b>COMBINED TOTAL (TOTAL + INSURANCE, BONDS, &amp; TAXES):</b>			<b>\$ 423,513.66</b>
<b>City's Allowance</b>			<b>\$ 40,000.00</b>
<b>TOTAL JOB ORDER:</b>			<b>\$ 463,513.66</b>

*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.*

**MARCH 9, 2026**  
**CITY OF CHANDLER - Alma School and Ocotillo Road Southbound Median Improvements**  
**PROJECT NO: ST2401.401**

LINE NO	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
<b>REMOVALS &amp; RELOCATIONS</b>					
1	Construction Survey and Layout	LS	1	\$ 6,150.00	\$ 6,150.00
2	Quality Control	LS	1	\$ 10,149.00	\$ 10,149.00
3	Slurry Seal	SY	2000	\$ 8.50	\$ 17,000.00
4	Mobilization/Demobilization	LS	1	\$ 13,490.43	\$ 13,490.43
5	Traffic Control	LS	1	\$ 26,190.50	\$ 26,190.50
6	Uniformed Off Duty Officers	HR	250	\$ 110.00	\$ 27,500.00
7	Dust Control	LS	1	\$ 12,406.06	\$ 12,406.06
8	Site Preparation	SY	621	\$ 23.92	\$ 14,854.32
9	6" Concrete Single Curb (MAG 222-A)	LF	419	\$ 37.28	\$ 15,620.32
10	5" Asphalt on 8" ABC	SY	519	\$ 67.77	\$ 35,172.63
11	Sawcut Existing Asphalt Pavement	LF	440	\$ 3.48	\$ 1,531.20
12	Interlocking Concrete Pavers (Standard Detail C-225-1)	SY	102	\$ 124.20	\$ 12,668.40
13	6" Concrete Header Curb (Standard Detail C-225-1)	LF	4	\$ 229.01	\$ 916.04
14	Adjust Pull Box	EA	1	\$ 839.02	\$ 839.02
15	Adjust Manhole to grade	EA	1	\$ 3,526.07	\$ 3,526.07
16	Landscaping	LS	1	\$ 19,505.00	\$ 19,505.00
17	Concrete Median Ramp (Standard Detail C-225)	LS	1	\$ 1,219.87	\$ 1,219.87
18	Remove Asphalt Pavement	SY	519	\$ 7.99	\$ 4,146.81
19	Remove Concrete Curb	LF	419	\$ 9.15	\$ 3,833.85
20	Remove Stamped Concrete	SF	495	\$ 3.88	\$ 1,920.60
21	Remove Median Ramp	EA	1	\$ 1,161.88	\$ 1,161.88
22	Striping	LS	1	\$ 8,846.50	\$ 8,846.50
	<b>TOTAL CONSTRUCTION</b>				<b>\$ 238,648.50</b>
Proposal for construction services - 3/9/26 General Conditions included in Exhibit B: Price of Subcontractors \$74,318.90 <u>Price of AGC Self Performance: \$164,329.60</u> Sub total = \$238,648.50 General Conditions = \$117,422.46 Project Subtotal = \$356,070.96					

CITY OF CHANDLER - Alma School/Ocotillo Road (Southbound Median Curb) 3-9-26  
 PROJECT NO.: ST2410.401

**EXHIBIT B.2 - GENERAL CONDITIONS**

ACHEN-GARDNER CONSTRUCTION, LLC 3/9/2026  
 550 S. 79th STREET  
 CHANDLER, AZ 85226  
 PROJECT NO.: 4105103

PAY ITEM	DESCRIPTION	QUANTITY	UM	UNIT PRICE	TOTAL
188.01	PROJECT SUPERINTENDENT/VEHICLE	352.00	HR	150.93	53,127.36
188.02	PROJECT ENGINEER/VEHICLE	352.00	HR	122.11	42,982.72
188.03	BUY CONSTRUCTION WATER	2.00	MO	2,300.00	4,600.00
188.04	SWEEPING	1.00	LS	5,440.00	5,440.00
188.05	POTHOLE UTILITIES	1.00	LS	8,772.38	8,772.38
188.06	SMALL TOOLS AND SUPPLIES	1.00	LS	2,500.00	2,500.00
	<b>GENERAL CONDITIONS (DIRECT COSTS)</b>				<b>117,422.46</b>
<b>188</b>	<b>MONTHLY GENERAL CONDITIONS</b>	<b>2</b>	<b>MO</b>	<b>58,711.23</b>	

**EXHIBIT B.3: LIST OF JOC DOCUMENTS**

**MARCH 9, 2026**

**CITY OF CHANDLER - Alma School and Ocotillo Road Southbound Median Improvements  
PROJECT NO: ST2401.401**

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- Stantec - 98% Civil plan set Alma School and Ocotillo Road Southbound Median Curb – dated April 30, 2025 (seven pages).
- Stantec – 100% Landscape plan set Alma School and Ocotillo Road Southbound Median – dated September 12, 2025 (three pages).
- Stantec – 100% Technical Specifications, *Alma School and Ocotillo Road Southbound Median Curb, City of Chandler Project No. ST2410.401* – Dated October 20, 2025 (forty-four pages).

**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 **Alma School Road and Ocotillo Road Southbound Median Curb Improvements ST2410.401**, which Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

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

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

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

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
AGENT OF RECORD

\_\_\_\_\_  
PRINCIPAL SEAL

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 **Alma School Road and Ocotillo Road Southbound Median Curb Improvements ST2410.401**, which Amendment is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

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

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
AGENT OF RECORD

\_\_\_\_\_  
PRINCIPAL SEAL

By \_\_\_\_\_

\_\_\_\_\_  
SURETY SEAL

\_\_\_\_\_  
AGENT ADDRESS

**EXHIBIT E**

**CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS**

\_\_\_\_\_, Arizona

Date \_\_\_\_\_

Project: **Alma School Road and Ocotillo Road Southbound Median Curb Improvements**  
Project No.: **ST2410.401**

To the City of Chandler, Arizona

Gentlemen:

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

The undersigned, for the consideration of \$\_\_\_\_\_, as set out in the final pay estimate, as full and complete payment under the terms of the Agreement, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described project. The undersigned further agrees to indemnify and save harmless the City of Chandler against any and all liens, claims or 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: **Alma School Road and Ocotillo Road Southbound Median Curb Improvements**  
Project No.: **ST2410.401**

(TO BE COMPLETED BY CONTRACTOR)

I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER PROJECT NO. Alma School Road and Ocotillo Road Southbound Median Curb Improvements HAVE BEEN DELIVERED IN ACCORDANCE WITH THE AGREEMENT DOCUMENTS AND BID SPECIFICATIONS AND ALL ACTIVITIES REQUIRED BY THE CONTRACTOR UNDER THE AGREEMENT HAVE BEEN COMPLETED AS OF

\_\_\_\_\_  
(Date)

FIRM NAME: \_\_\_\_\_

PRINCIPAL: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title) DATE: \_\_\_\_\_

CERTIFIED BY ENGINEER/CONSULTANT (IF APPLICABLE):

\_\_\_\_\_  
(Signature) DATE: \_\_\_\_\_

\_\_\_\_\_  
(Firm Name)

---

**PROJECT ACCEPTED BY USER DEPARTMENT**

\_\_\_\_\_  
(Signature) DATE: \_\_\_\_\_

\_\_\_\_\_  
(Dept. /Div.)

\_\_\_\_\_ Date of Final Walk-Through

\_\_\_\_\_ Date As-Built Received

\_\_\_\_\_ City As-Built Number

## EXHIBIT G

### SUBCONTRACTOR DOCUMENTS WITH JOC CONTRACTOR

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



Alma School and Ocotillo Road Southbound Median Improvements Proposal

March 9, 2026

Emailed: 3-9-26

[Scott.Riter@chandleraz.gov](mailto:Scott.Riter@chandleraz.gov)

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

City of Chandler Project No.: ST2410.401  
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Sincerely,

**ACHEN-GARDNER CONSTRUCTION, LLC**

A handwritten signature in blue ink that reads "Dan Broderick".

Dan Broderick, Sr. Project Manager

Attachments:

Exhibit 1 - SCOPE OF WORK, PROJECT-SPECIFIC CONDITIONS

Exhibit 1.1 - PROJECT BASELINE SCHEDULE

Exhibit 2 - JOB ORDER COST PROPOSAL SHEET

Exhibit 2.1 – GENERAL CONDITIONS AND SCHEDULE OF VALUES

Exhibit 2.2 - LIST OF GMP DOCUMENTS

Exhibit 3 – SUBCONTRACTOR AND SUPPLIER QUOTATIONS

**EXHIBIT 1: SCOPE OF WORK, PROJECT-SPECIFIC CONDITIONS**

**MARCH 9, 2026**

**CITY OF CHANDLER – Alma School and Ocotillo Road Southbound Median Improvements  
PROJECT NO: ST2410.401**

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

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3/9/2026

**EXHIBIT "2"**

**JOB ORDER COST PROPOSAL  
SUMMARY SHEET**

<b>Negotiated Prices</b>			
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Price of Subconsultant(s)		\$	-
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Construction Labor (if applicable)		\$	164,329.60
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<b>Overhead and Profit</b> (Coefficient per Job Order Master Agreement)			
	<b>9.00%</b>	<b>\$</b>	<b>32,046.39</b>
<b>TOTAL (NEGOTIATED PRICES + OVERHEAD &amp; PROFIT):</b>		<b>\$</b>	<b>388,117.35</b>
<b>Insurance, Bonds, &amp; Taxes</b>			
Sales Tax Percentage (Current Tax Rate)	<b>ENTER TAX % HERE:</b>	<b>5.07%</b>	\$ 19,677.55
General Liability Insurance Percentage (Actual Cost per Job Order)			\$ 7,568.29
Builder's Risk Insurance Percentage (Actual Cost per Job Order)			\$ 1,940.59
Payment Bond (Actual Cost per Job Order)			\$ 3,104.94
Performance Bond (Actual Cost per Job Order)			\$ 3,104.94
<b>SUBTOTAL (INSURANCE, BONDS, &amp; TAXES):</b>		<b>\$</b>	<b>35,396.31</b>
<b>COMBINED TOTAL (TOTAL + INSURANCE, BONDS, &amp; TAXES):</b>		<b>\$</b>	<b>423,513.66</b>
<b>City's Allowance</b>		<b>\$</b>	<b>40,000.00</b>
<b>TOTAL JOB ORDER:</b>		<b>\$</b>	<b>463,513.66</b>



*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.*

**EXHIBIT 2.1: SCHEDULE OF VALUES AND GENERAL CONDITIONS**

**MARCH 9, 2026**

**CITY OF CHANDLER - Alma School and Ocotillo Road Southbound Median Improvements**

**PROJECT NO: ST2401.401**

 					
ALMA SCHOOL/OCOTILLO ROAD -SOUTHBOUND MEDIAN CURB City of Chandler Project No. ST2410.401 SCHEDULE OF VALUES/QUANTITIES (98% SUBMITTAL)					
LINE NO	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
<b>REMOVALS &amp; RELOCATIONS</b>					
1	Construction Survey and Layout	LS	1	\$ 6,150.00	\$ 6,150.00
2	Quality Control	LS	1	\$ 10,149.00	\$ 10,149.00
3	Slurry Seal	SY	2000	\$ 8.50	\$ 17,000.00
4	Mobilization/Demobilization	LS	1	\$ 13,490.43	\$ 13,490.43
5	Traffic Control	LS	1	\$ 26,190.50	\$ 26,190.50
6	Uniformed Off Duty Officers	HR	250	\$ 110.00	\$ 27,500.00
7	Dust Control	LS	1	\$ 12,406.06	\$ 12,406.06
8	Site Preparation	SY	621	\$ 23.92	\$ 14,854.32
9	6" Concrete Single Curb (MAG 222-A)	LF	419	\$ 37.28	\$ 15,620.32
10	5" Asphalt on 8" ABC	SY	519	\$ 67.77	\$ 35,172.63
11	Sawcut Existing Asphalt Pavement	LF	440	\$ 3.48	\$ 1,531.20
12	Interlocking Concrete Pavers (Standard Detail C-225-1)	SY	102	\$ 124.20	\$ 12,668.40
13	6" Concrete Header Curb (Standard Detail C-225-1)	LF	4	\$ 229.01	\$ 916.04
14	Adjust Pull Box	EA	1	\$ 839.02	\$ 839.02
15	Adjust Manhole to grade	EA	1	\$ 3,526.07	\$ 3,526.07
16	Landscaping	LS	1	\$ 19,505.00	\$ 19,505.00
17	Concrete Median Ramp (Standard Detail C-225)	LS	1	\$ 1,219.87	\$ 1,219.87
18	Remove Asphalt Pavement	SY	519	\$ 7.99	\$ 4,146.81
19	Remove Concrete Curb	LF	419	\$ 9.15	\$ 3,833.85
20	Remove Stamped Concrete	SF	495	\$ 3.88	\$ 1,920.60
21	Remove Median Ramp	EA	1	\$ 1,161.88	\$ 1,161.88
22	Striping	LS	1	\$ 8,846.50	\$ 8,846.50
	<b>TOTAL CONSTRUCTION</b>				<b>\$ 238,648.50</b>
Proposal for construction services - 3/9/26 General Conditions included in Exhibit 2: Price of Subcontractors \$74,318.90 Price of AGC Self Performance: \$164,329.60 Sub total = \$238,648.50 General Conditions = \$117,422.46 Project Subtotal = \$356,070.96					

CITY OF CHANDLER - Alma School/Ocotillo Road (Southbound Median Curb)  
 PROJECT NO.: ST2410.401

**EXHIBIT 2.1 - GENERAL CONDITIONS**

ACHEN-GARDNER CONSTRUCTION, LLC  
 550 S. 79th STREET  
 CHANDLER, AZ 85226  
 PROJECT NO.: 4105103

3/9/2026

PAY ITEM	DESCRIPTION	QUANTITY	UM	UNIT PRICE	TOTAL
188.01	PROJECT SUPERINTENDENT/VEHICLE	352.00	HR	150.93	53,127.36
188.02	PROJECT ENGINEER/VEHICLE	352.00	HR	122.11	42,982.72
188.03	BUY CONSTRUCTION WATER	2.00	MO	2,300.00	4,600.00
188.04	SWEEPING	1.00	LS	5,440.00	5,440.00
188.05	POTHOLE UTILITIES	1.00	LS	8,772.38	8,772.38
188.06	SMALL TOOLS AND SUPPLIES	1.00	LS	2,500.00	2,500.00
	<b>GENERAL CONDITIONS (DIRECT COSTS)</b>				<b>117,422.46</b>
<b>188</b>	<b>MONTHLY GENERAL CONDITIONS</b>	<b>2</b>	<b>MO</b>	<b>58,711.23</b>	

**EXHIBIT 2.2: LIST OF JOC DOCUMENTS**

**MARCH 9, 2026**

**CITY OF CHANDLER - Alma School and Ocotillo Road Southbound Median Improvements**

**PROJECT NO: ST2401.401**

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- Stantec - 98% Civil plan set Alma School and Ocotillo Road Southbound Median Curb – dated April 30, 2025 (seven pages).
- Stantec – 100% Landscape plan set Alma School and Ocotillo Road Southbound Median – dated September 12, 2025 (three pages).
- Stantec – 100% Technical Specifications, *Alma School and Ocotillo Road Southbound Median Curb, City of Chandler Project No. ST2410.401* – Dated October 20, 2025 (forty-four pages).

**EXHIBIT 3: SUBCONTRACTOR AND SUPPLIER QUOTES**

**MARCH 9, 2026**

**CITY OF CHANDLER - Alma School and Ocotillo Road Southbound Median Improvements**

**PROJECT NO: ST2401.401**

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**Subcontractors:**

- Survey - Atwell
- Quality Control - QT
- Slurry Seal - Via Sun
- Pavers - European Pavers
- Landscape - Sun Valley
- Striping - FSI

**Materials:**

- Aggregates - Affinity Materials
- Asphalt - Vulcan
- Concrete - Quikrete



# PROPOSAL FOR PROFESSIONAL SERVICES

<b>CLIENT</b>	Achen Gardner	<b>DATE OF ORDER</b>	01/16/2026
<b>CONTACT</b>	Kaleb Ruelas	<b>PROPOSAL NO.</b>	P26000679
<b>ADDRESS</b>	2195 W Chandler Blvd, Suite 200 ChandlerAZ85224	<b>TELEPHONE NO.</b>	480-940-1300
		<b>EMAIL NO.</b>	dschwahn@achen.com

**PROPOSAL NAME** Alma School & Ocotillo SB Median

**SITE LOCATION** Chandler, AZ

## PROPOSAL SUMMARY

Dear Kaleb:

Attached is our proposal for providing professional surveying services as requested for the project located at the intersection of Alma School Road and Ocotillo Road located in Chandler, AZ.

It is understood that the attached Exhibit A and B of this Scope will be part of the contract if Atwell is to sign the clients PSA.

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**

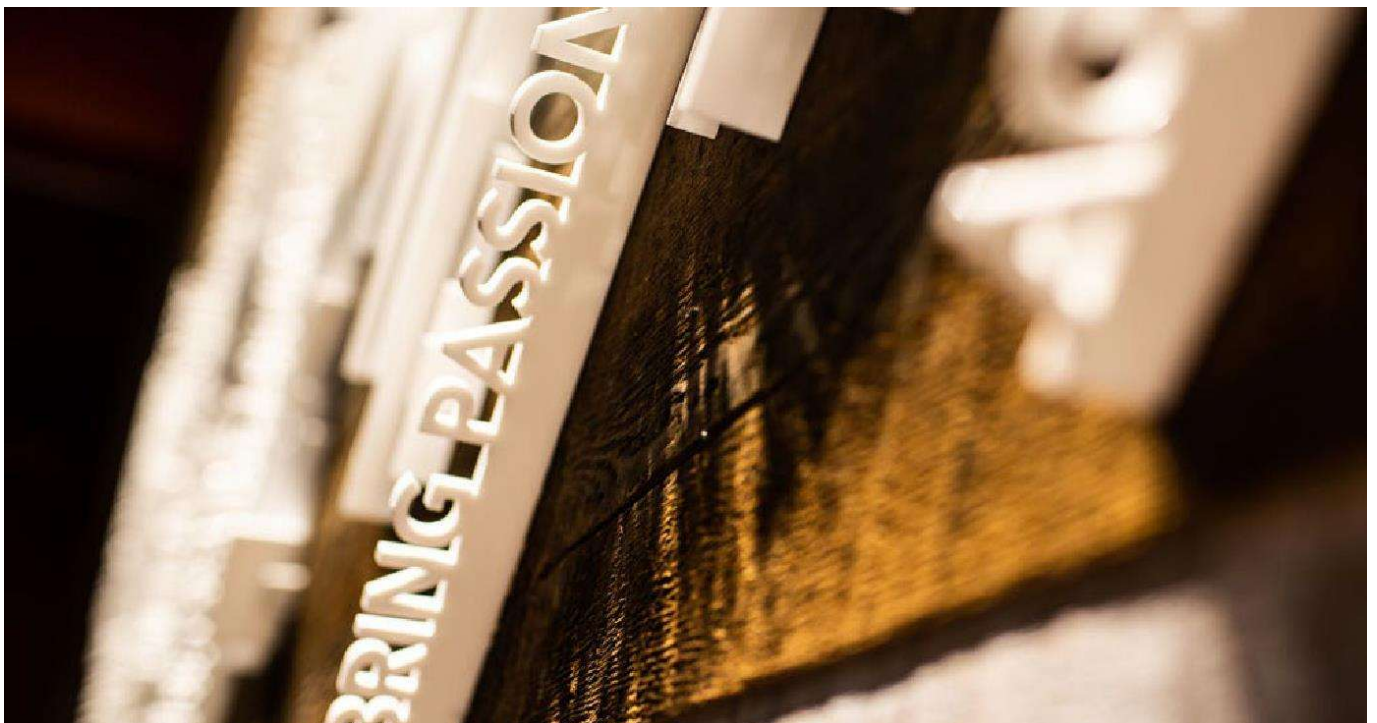
We will maintain a nimble organizational structure for maximum flexibility to better serve the needs of our Clients and respond immediately to a Client's urgent requests and project deadlines.

### **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 ALMA SCHOOL & OCOTILLO SB MEDIAN

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

#### Survey - Construction Layout

##### Site Control/Demo Limits

ATWELL will check and verify the existing horizontal and vertical control and conditions established during the Design Phase. ATWELL will establish Horizontal and Vertical Control Points to be utilized during construction.

##### **Curbing**

- Provide one stake at requested offset for line and grade on 25-foot intervals for curbing.
- Provide one stake at requested offset for line and grade at PCs, PTs, curb cuts, radius points and grade breaks.

##### **Striping**

- .Provide striping layout at 100' intervals on straight runs/50' on curves

##### **Asbuilts**

Collect field data for use in preparing final asbuilts.

##### **Paving**

- Provide elevations of grade breaks and driveway entry returns (including curb and gutter at said locations).

##### **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.
- Not included in this Scope of Services:
  - ▶ Landscape Irrigation
  - ▶ Landscape lighting

#### ASSUMPTIONS:

In preparing the proposal, we have assumed the following:



- Atwell has access to the site.
  - Proposal based on 98% plans prepared by Stantec.
  -

**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
1	Site Control/Staking	\$2,850	FF
2	Asbuilts	\$1,050	FF
3	Office Calcs/Coordination/PM	\$2,250	FF
<b>Total</b>		<b>\$6,150</b>	

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 remaining fees and hourly rates quoted within this contract may be increased by 6% 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.



<b>Exhibit C</b>	
<b>2026 PROFESSIONAL SERVICES FEE SCHEDULE REAL ESTATE &amp; LAND DEVELOPMENT</b>	
<b>PROJECT MANAGEMENT SERVICES</b>	
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
<b>ENGINEERING &amp; PLANNING SERVICES</b>	
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
<b>SURVEYING &amp; MAPPING SERVICES</b>	
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
<b>ENVIRONMENTAL &amp; ECOLOGICAL SERVICES</b>	
Senior Environmental/Ecological Consultant	\$223/hour
Environmental Consultant I-V	\$141 to \$212/hour
Technician I-V	\$65 to \$126/hour
<b>PROGRAM MANAGEMENT &amp; CONSTRUCTION ADVISORY SERVICES</b>	
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
<b>MISCELLANEOUS</b>	
Project Controller Services	\$102 to \$124/hour
Project Executive	\$325/hour
Expert Witness	\$250/hour



## PROFESSIONAL SERVICES AGREEMENT

Alma School & Ocotillo SB Median

P26000679

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**

**Achen Gardner**

By:   
\_\_\_\_\_

By: \_\_\_\_\_

Signature

Signature

Name: \_\_\_\_\_

Randall R. Hager, PLS

ITS: \_\_\_\_\_

Director





## COST ESTIMATE SUMMARY

**SUB CONSULTANT :** QT

**PROJECT NAME :** ST2410.401 Alma School & Ocotillo Rd

**PROJECT OWNER:** City of Chandler

**ESTIMATE NUMBER:** 260120-V1

### GENERAL INFORMATION / ASSUMPTIONS

#### BASIS OF ESTIMATE

- 1 **ESTIMATE Amount Based on Defined Scope:** This cost proposal is considered an **initial** Time & Materials cost estimate, subject to the GENERAL INFORMATION/ASSUMPTIONS as defined herein. For the estimate amount, QT will perform the requested Materials sampling and testing, both field and lab, that is specifically identified this cost estimate.

#### **Assumptions of Production:**

We have assumed a total of up to **10 trips (or 80 hours) for materials testing services on this project.** This is proposed as an assumed on-call time and materials basis. Any work or site visits that are outside those specified in the cost breakdown are beyond the scope of this project and subject to additional charges based on the referenced hourly or unit rates.

**Work Outside of Defined Scope:** If sampling and testing work is requested by the client that is not already defined in the proposal, such work will be accommodated; however, compensation for such services shall be in addition to the Estimate amount. QT encourages client project management to inform job-level project staff that requests for services outside the originally defined scope will result in additional costs. If requested, QT management will send client project management a Supplemental Agreement (SA) form, defining the scope, cost, and description of any requested additional work. Preferably, the requested additional work will not be performed until after the SA form is signed and returned by client management. However, because requests are often the result of unplanned events, and in order to not impact the construction schedule, some work may be performed prior to the SA form being generated and returned. Regardless, by requesting the additional services in excess of the approved scope of work, and then allowing them to be performed on the project, the client is accepting the responsibility to pay for the requested services.

**Schedule:** The estimated amount was developed prior to bid and without the benefit of a detailed project schedule. In order to properly plan resource utilization after the bid, the client shall provide QT with a detailed base schedule prior to construction. Using this detailed base schedule, QT will redistribute the pre-bid designated manpower and testing resources in accordance with the actual planned sequence and duration of scheduled construction activities. This redistribution of resources will be provided to client management for comment and to further clarify the scope of planned services. Significant deviation from the base schedule that results in extra field presence, or extra samples, may be considered extra work.

**References that Define Materials Testing Requirements:** This cost proposal is based upon the QT's interpretation of sampling and testing requirements from the supplied plans and specifications. If these interpretations are in error, if they change, or if the client elects to alter the sampling criteria, QT reserves the right to revise the scope and fee to fit these changes to the assumptions.

- 2 **Periodic Materials Testing Report Summaries:** Reports will be provided on a weekly basis, although test results will be conveyed in real-time as requested by the Client. Weekly Reports will be submitted to the designated client representative by the week following the timeframe in which the work was performed. Reports shall show the sampling and testing activities performed by QT during the reporting period. Reports from non-QT entities (i.e. suppliers, other firms, etc.) will be included if provided by the client. QT utilizes a sophisticated materials testing information system for managing and reporting on project test information. Reports from this system will be provided in pdf format for use by the client.
- 3 **Invoicing:** Invoicing will occur on a 4-week cycle. Each invoice shall include original scope charges that represent an appropriate, and defined, fraction of the original scope estimate amount. In the event that extra work is requested and provided during the invoicing period, such services shall be identified separately from the original scope charges on invoices. Additional work shall be calculated based on the unit prices defined in this cost proposal, or as otherwise superseded in specific Supplemental Agreements.
- 4 **Laboratory Facility:** This estimate is based upon all laboratory testing being conducted in QT's AASHTO Accredited testing facility. The QT facility is a full service production laboratory that services numerous project's simultaneously. Efforts are always made to prioritize samples in accordance with project needs.



## COST ESTIMATE SUMMARY

**SUB CONSULTANT :** QT

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**PROJECT NAME :** ST2410.401 Alma School & Ocotillo Rd

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**PROJECT OWNER:** City of Chandler

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**ESTIMATE NUMBER:** 260120-V1

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### GENERAL INFORMATION / ASSUMPTIONS

#### LABOR POSITIONS

- 5 **Project Engineer** - This person is responsible for verifying that the work, documentation, and testing performed on site by the quality control firm is compliant with the requirements of the Special Inspection certification. They will address engineering questions where applicable to the special inspection scope of work. This person will also attend and participate in project meetings when requested. They will also be the focal point for communication for QT and the Client for engineering items associated with special inspection.
  
- 6 **Materials PM/Supervisor** - This person will begin immediately upon notice to proceed and will be involved during the entire contract. This person will be dedicated to managing the day-to-day field and lab materials testing efforts. Initially, this person will work with the client QC Manager to develop the Materials Testing Plan for the project. Then, this person will ensure that testing frequencies are being satisfied, that non-conformance issues are being properly addressed and rectified, that both field and lab test data is being properly reflected in the QT Materials Information Database, that project-specific Periodic Materials Testing Reports are being prepared, transmitted and supported in a timely and accurate manner, and that both physical and personnel resources are provided to the job as scheduled and appropriate. This person will also attend and participate in project meetings when requested and will be the focal point for communication and coordination of materials testing activities between QT and the Client.
  
- 7 **Inspector(s)** - In general, inspectors(s) shall be assigned to the project in accordance with the SCHEDULED PROJECT MAN-HOURS sheet of this cost proposal, or as modified by a post-bid schedule evaluation. The inspectors(s) will oversee the installation of construction materials on the project per the scope of the originally defined plan sets. For most efficiency and familiarity, the use of a consistent personnel pool is always the objective, but cannot be guaranteed. Inspection time is charged on a portal-to-portal basis and related vehicle charges will apply.
  
- 8 **Field Technician(s)** - In general, field technician(s) shall be assigned to the project in accordance with the SCHEDULED PROJECT MAN-HOURS sheet of this cost proposal, or as modified by a post-bid schedule evaluation. The technician(s) will cover the requested materials sampling and field testing requirements on the project per the scope of the originally defined estimate amount. For most efficiency and familiarity, the use of a consistent personnel pool is always the objective, but cannot be guaranteed. Technician time is charged on a portal-to-portal basis and related vehicle charges will apply.
  
- 9 **Reporting Technician** - A reporting technician will accumulate and draft weekly reports for the Materials Supervisor to review, evaluate, finalize, and transmit to the Client in a timely fashion. This allows the Materials Supervisor to focus on report content in lieu of data input.
  
- 10 **Lab Technician** - Lab Technician Indirect hours have been shown on the SCHEDULED PROJECT MAN-HOURS sheet of this cost proposal for information only. A reasonable, approximate estimate of lab testing quantities is reflected in this cost proposal.





# PROPOSAL SUMMARY

PROJECT NAME : **ST2410.401 Alma School & Ocotillo Rd**

SCOPE OF SERVICES: **Materials Testing Services**

**LABOR FEES**

CLASSIFICATION	LABOR TYPE	REG HOURS	REGULAR RATE	ASS'D % OT	OVERTIME HOURS	OVERTIME RATE <sup>(1)</sup>	EXTENDED LABOR COST
Project Manager	Direct	5	\$ 185.00			\$ 185.00	\$ 925.00
Office Administration	Direct	2.5	\$ 60.00			\$ 60.00	\$ 150.00
Materials Technician	Direct	80	\$ 78.00			\$ 117.00	\$ 6,240.00
Inspector	Direct		\$ 110.00			\$ 165.00	
Registered Professional Engineer	Direct		\$ 265.00			\$ 265.00	
			\$ -				
Lab Technician	Indirect	25	\$ -				
(1) Regular Rate X Overtime Premium of 1.5							
<b>SUBTOTAL DIRECT LABOR</b>							<b>\$ 7,315.00</b>

**VEHICLE AND PER-DIEM CHARGES**

DESCRIPTION	NO. UNITS	UNITS	UNIT PRICE	EXTENDED VEHICLE AND PER-DIEM
Trip Charge	10	EA	\$ 85.00	\$ 850.00
<b>SUBTOTAL VEHICLE AND PER-DIEM CHARGES</b>				<b>\$ 850.00</b>

**OTHER PROJECT DIRECT CHARGES**

DESCRIPTION	NO. UNITS	UNITS	UNIT PRICE	EXTENDED OTHER PROJECT CHARGES
				\$ -
				\$ -
				\$ -
				\$ -
<b>SUBTOTAL OTHER PROJECT DIRECT CHARGES</b>				<b>\$ -</b>

**LAB TESTING FEES**

DESCRIPTION	NO. UNITS	UNITS	UNIT PRICE	EXTENDED LABORATORY FEES
Compressive Strength, Cylindrical Specimen (ASTM C39, AASHTO T22)	8	EA	\$ 22.00	\$ 176.00
Proctor, Standard (ASTM D698, AASHTO T99)	2	EA	\$ 144.00	\$ 288.00
Sieve Analysis (ASTM C136, C117, AASHTO T27, T11)	2	EA	\$ 90.00	\$ 180.00
Plasticity Index, Dry Prep (ASTM D4318, AASHTO T89, T90)	2	EA	\$ 120.00	\$ 240.00
Ignition Oven - Calibration (per mix) (ASTM D6307, AASHTO T308)	1	EA	\$ 740.00	\$ 740.00
Ignition Oven - Asphalt Cement Content (ASTM D6307, AASHTO T308)	1	EA	\$ 240.00	\$ 240.00
Core Bulk Specific Gravity/Thickness (ASTM D2726, AASHTO T166)	2	EA	\$ 24.00	\$ 48.00
Drill AC Cores (up to 8" thickness)	2	EA	\$ 36.00	\$ 72.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
<b>TOTAL LABORATORY TESTING FEES</b>				<b>\$ 1,984.00</b>

**TOTAL ESTIMATE OF ALL FEES** **\$ 10,149.00**

Jaye Richardson, Sr. Project Manager  
 Estimator

January 20, 2026  
 Date

### SCHEDULED PROJECTED MAN-HOURS

PROJECT NAME : ST2410.401 Alma School & Ocotillo Rd CONSULTANT : QT DATE: January 20, 2026

#### ESTIMATED DAILY MAN-HOURS

PROJECT PERSONNEL / SUB CONSULTANT MAN-HOURS FEB 1 through FEB 24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	SUBTOTAL REGULAR HOURS	% OT	SUBTOTAL O/T	TOTAL	
	2/1	2/2	2/3	2/4	2/5	2/6	2/7	2/8	2/9	2/10	2/11	2/12	2/13	2/14	2/15	2/16	2/17	2/18	2/19	2/20	2/21	2/22	2/23	2/24					
Project Manager	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	5 m-h	0%	m-h	5 m-h	
Office Administration	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3 m-h	0%	m-h	3 m-h	
Materials Technician	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	80 m-h	0%	m-h	80 m-h	
Inspector	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	m-h	0%	m-h	m-h	
Registered Professional Engineer	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	m-h	0%	m-h	m-h	
Lab Technician	3	2	3	2	3	2	3	2	3	2	3	2	3	2	3	2	3	2	3	2	3	2	3	2	25 m-h	0%	m-h	25 m-h	
<b>ABOVE PERIOD - MONTHLY FULL TIME EQUIV. (FTEs)</b>																													
TOTAL FTEs (DIRECT LABOR ONLY)	0.09	0.09	0.09	0.09	0.09	0.09	0.09	0.09	0.09	0.09	0.09	0.09	0.09	0.09	0.09	0.09	0.09	0.09	0.09	0.09	0.09	0.09	0.09	0.09	0.09	8 m-h	0%	m-h	8 m-h
TOTAL FTEs (DIRECT LABOR & VEHICLE)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	80 m-h	0%	m-h	80 m-h	
TOTAL FTEs (INDIRECT LABOR ONLY)	0.38	0.25	0.38	0.25	0.38	0.25	0.38	0.25	0.38	0.25	0.38	0.25	0.38	0.25	0.38	0.25	0.38	0.25	0.38	0.25	0.38	0.25	0.38	0.25	25 m-h	0%	m-h	25 m-h	
TOTAL FTEs (SUBCONTRACTED LABOR)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	m-h	0%	m-h	m-h	
TOTAL FTEs (ALL LABOR CLASSES)	1.47	1.34	1.47	1.34	1.47	1.34	1.47	1.34	1.47	1.34	1.47	1.34	1.47	1.34	1.47	1.34	1.47	1.34	1.47	1.34	1.47	1.34	1.47	1.34	113 m-h	0%	m-h	113 m-h	
TOTAL ACTUAL POSITIONS	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	20			20	
TOTAL VEHICLES	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	10			10	

**SCHEDULED PROJECTED MAN-HOURS**



PROJECT NAME : ST2410.401 Alma School & Ocotillo Rd

CONSULTANT : QT

DATE: January 20, 2026

**ESTIMATED DAILY FTEs**

PROJECT PERSONNEL / SUB CONSULTANT MAN-HOURS	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	SUBTOTAL REGULAR HOURS	% OT	SUBTOTAL OT HOURS	TOTAL HOURS		
	FEB 25 through MAR 20	2/25	2/26	2/27	2/28	3/1	3/2	3/3	3/4	3/5	3/6	3/7	3/8	3/9	3/10	3/11	3/12	3/13	3/14	3/15	3/16	3/17	3/18	3/19					3/20	
Project Manager																										m-h	0%	m-h	m-h	
Office Administration																											m-h	0%	m-h	m-h
Materials Technician																											m-h	10%	m-h	m-h
Inspector																											m-h	0%	m-h	m-h
Registered Professional Engineer																											m-h	0%	m-h	m-h
Lab Technician																											m-h	0%	m-h	m-h
<b>ABOVE PERIOD - MONTHLY FULL TIME EQUIV. (FTEs)</b>																														
TOTAL FTEs (DIRECT LABOR ONLY)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	m-h	0%	m-h	m-h	
TOTAL FTEs (DIRECT LABOR & VEHICLE)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	m-h	0%	m-h	m-h	
TOTAL FTEs (INDIRECT LABOR ONLY)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	m-h	0%	m-h	m-h	
TOTAL FTEs (SUBCONTRACTED LABOR)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	m-h	0%	m-h	m-h	
TOTAL FTEs (ALL LABOR CLASSES)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	m-h	0%	m-h	m-h	
TOTAL ACTUAL POSITIONS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				0	
TOTAL VEHICLES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				0	

# PROJECT PROPOSAL - 263038



## ViaSun Corporation

3621 E. Superior Ave

Phoenix, AZ 85040

**Contact:** Karla Valdez

**Phone / Email:** (602) 321-8109 karla@viasuncorp.com

**AZ ROC#:** 278361 / 297383

Company: Achen-Gardner Construction  
Contact: Dan Broderick  
Address: 2195 W Chandler Blvd., Ste. 200  
 Chandler, AZ 85224  
Phone: (602) 376-9434  
Email: dbroderick@achen.com  
Approx. Area: 2,000 SY

Project Name: Alma School Rd & Ocotillo Rd Southbo  
Project Address: Alma School Rd & Ocotillo Rd  
 Chandler, AZ  
Proposal Date: 01/26/2026  
Revision Date:  
Work Type: Type II Slurry

One-day Mobilization

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	Apply Slurry Seal (Type II) One-day Mobilization	2,000.00	SY	6.25	12,500.00

**GRAND TOTAL**

**\$12,500.00**

**NOTES:**

No Retention to be Held on Project.

Additional Mobilization if Needed: \$4,500 EA.

All scheduling requires mutual agreement of Owner/Contractor and ViaSun. ViaSun will require this proposal signed, or be included verbatim in any contractual agreement. Quantities are estimates only, billing will reflect agreed upon measured quantities. Payment Terms Net 30 Days from submitted invoice. Retention shall not apply on project.

**EXCLUSIONS:**

Traffic Control, Striping, Obliteration, Crack Seal, Off-Duty Police Officer, Water, Sales Tax, Bonds, Permits, Plans/Engineering, Survey, Staking, As-Built, Testing, Inspection, Gradework/ABC/Subgrade, Landscape Areas, Weed Killer, Crack Routing/Sealing, Asphalt Patching, Vegetation Replacement, Utility Removal/Relocation, Striping/Signage, Removal of Debris, Erosion Control, Signage, any Special Insurance Requirements, and any item not specifically included above in this proposal.

ViaSun is not responsible for notification, traffic control, nor removal of vehicles/property from work areas. Quoted prices valid for 30 days. Prices above based on completing each task in one mobilization. Additional mobilizations/cancellations will incur additional charges.

Approved By: \_\_\_\_\_

Date: \_\_\_\_\_ PO: \_\_\_\_\_

Project Tax Exempt? (Y/N) \_\_\_\_\_

AZ TPT NUMBER: \_\_\_\_\_

**\*\*NOTE NO WORK WILL PROCEED WITHOUT PROPER TAX EMEMPT INFORMATION\*\***

# European Pavers Southwest, Inc.

Segmental Paving Specialists for Over 40 Years

P O Box 21087, Phoenix, AZ 85036

Arizona  
Branch

M (602) 397-4040  
O (602) 253-5242  
Res. ROC092284  
Com. ROC092211

January 26, 2025

Achen Gardner

RE: Chandler Alama School & Ocotillo Median

Attn: Dan Broderick

Keynote	Product Description	Qty	Unit	Install Price	Line Total
KN 4 Sht. C6	Vehicular - Median - To install assume Pavestone Steet Stone II 3-pc, 60mm in assume Old Town Blend, set random ashlar pattern per City of Chandler Approved Products. Includes 4" of compacted abc, 1" sand set bedding, sand filled joints (Per MAG 225). <b>See Inclusions, Exclusions, &amp; Notes Below</b>	918	SF	\$13.80	\$12,668.40
<b>Total:</b>		<b>918</b>			<b>\$12,668.40</b>

Included in the price is the furnishing of all material listed above, daily clean up, site access coordination, one (1) mobilizations and all labor to complete the same scope of work.

Excluded from the price is any excavation/rough grading, subgrade prep/compaction, concrete work, pre-emergent, traffic control/barricades, and the cost of any taxes, bonds, permits, fees, tests, or inspections.

**Notes:**

1. Bid is good for 90 days from date of quote and current with today's market pricing.
2. If additional mobilizations (above one) are required they are \$750 each.
3. If final billing is to be based on field measure there will be no credit for special order material, there will be a credit for labor only.
4. Paver material, color & install pattern are assumed. Any changes may have a cost impact.

If you have any questions regarding this bid, I can be reached at 602-397-4040.

Respectfully submitted,

Matt Olsen  
European Pavers Southwest Inc.  
matt@epswi.com

Sun Valley Landscape  
 1999 W. Houston Ave. Apache Junction, AZ 85120  
 100% NATIVE AMERICAN AND AIR FORCE VETERAN OWNED AND OPERATED  
 Member of the American Indian Chamber of Commerce of Arizona  
 Phone: (480) 898-0533  
 ROC #133935



## CHANDLER JOC - OCOTILLO & ALMA SCHOOL TURN BAY

BID ITEM	DESCRIPTION	QTY	UNIT
<b>ESCALATIONS MAY BE REQUIRED ON PVC, RESIN BASED MATERIALS AND METAL BASED MATERIALS DUE TO A VOLITALE MARKET</b>			
<b>DUE TO AVAILABILITY OF PLANT MATERIAL AND TREES DURING INSTALLATION, SUBSTITUTIONS MAY BE REQUIRED</b>			
<b>SALVAGE</b>			
	EXISTING GRANITE REMOVE (TO BE INSTALLED LATER)	5,885	SF
<b>DEMO</b>			
	REMOVE EXISTING SHRUBS	12	EACH
	DUMP		
<b>SHRUBS</b>			
	BLUEBERRY ICE BOUGAINVILLEA 5 GALLON	9	EACH
<b>REINSTALL GRANITE</b>			
	EXISTING GRANITE REINSTALLATION	5,885	SF
<b>IRRIGATION</b>			
	IRRIGATION		
<b>MOBILIZATION</b>			
	MOBILIZATION	2	EA
<b>MISC.</b>	<b>TREE STAKES, FERTILIZER TABLETS, PLANTING PIT MATERIAL</b>	1	LS
<b>WARRANTY</b>	<b>90 DAYS - TREE AND SHRUBS</b>	1	LS
<b>MAINTENANCE</b>			EA
<b>IRRIGATION</b>	<b>PEA GRAVEL FOR VALVE BOXES</b>	1	LS
<b>ALTERNATE:</b>		<b>TOTAL:</b>	<b>\$19,505.00</b>

- EXCLUDES:**
- ABC
  - ACTS OF GOD
  - AIR RELIEF VALVES
  - ART AND INSTALLATION
  - ARTIFICIAL TURF
  - BACKFLOW PREVENTER
  - BARRICADES
  - BENCHES
  - BERMING
  - BIKE RACKS
  - BOOSTER PUMP
  - BONDING
  - BORING
  - BOULDERS
  - CLEARING
  - CONCRETE HEADER
  - CONTROLLER
  - CONTROLLER MODULES
  - CURBING
  - DAVIS BACON WAGES
  - DEMO OF TREES
  - DUCTILE IRON
  - ELECTRICAL RUNS & PULL BOXES
  - EROSION CONTROL
  - FENCING AND INSTALLATION
  - FILTER FABRIC
  - FLOW SENSOR
  - GATE VALVES
  - GRADES +/- .10
  - 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
  - ISOLATION VALVES
  - MASTER VALVE
  - NATIVE SEEDING
  - NIGHT WORK
  - OFF DUTY POLICE
  - PAVERS
  - PERMITS
  - PORTA JOHN MUST BE PROVIDED
  - POTS
  - PROTECT IN PLACE
  - PURPLE PIPE
  - QUICK COUPLERS
  - RAIN SENSOR
  - RELOCATES
  - RESTORATIONS
  - RIP RAP
  - ROOT BARRIER
  - SALES TAX

Sun Valley Landscape  
 1999 W. Houston Ave. Apache Junction, AZ 85120  
 100% NATIVE AMERICAN AND AIR FORCE VETERAN OWNED AND OPERATED  
 Member of the American Indian Chamber of Commerce of Arizona  
 Phone: (480) 898-0533  
 ROC #133935



# CHANDLER JOC - OCOTILLO & ALMA SCHOOL TURN BAY

BID ITEM	DESCRIPTION	QTY	UNIT
----------	-------------	-----	------

SALVAGE  
 SALVAGE BOULDERS  
 SALVAGE CONCRETE  
 SALVAGE NURSERY  
 SAW CUTTING AND PATCHING OF ASPHALT & CONCRETE  
 SEEDING  
 SITE DEMO  
 SITE DUST CONTROL  
 SITE FURNISHINGS  
 SLURRY  
 SOD  
 SOIL TESTING  
 STABILIZED DECOMPOSED GRANITE  
 STAKING AND ROPING OF NAOS  
 STEEL EDGING  
 STREET SWEEPING  
 STRUCTURAL SOIL  
 THIRD PARTY DAMAGE OR VANDALISM  
 TRAFFIC CONTROL  
 TRASH RECEPTILES  
 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 @ \$1,000.00 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 5 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!!



Franklin Striping, Inc.  
 2832 S. 45th Street  
 Phoenix, AZ 85040  
 Phone: (480) 898-1180  
 Fax: (480) 668-9688

ATTENTION: **ESTIMATING DEPARTMENT**

QUOTE NO: **012326**

PROJECT: **ALMA SCHOOL RD & OCOTILLO RD SOUTHBOUND MEDIAN CURB**  
 PROJECT # **ST2410.401**  
 LOCATION **CHANDLER, AZ**

DATE: **1/20/2026**

ITEM NO.	SCOPE OF WORK	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
1	PERMANENT PAINT WHITE, 4" EQUIV. (SINGLE APPLICATION)	1455	LF	\$0.85	\$1,236.75
2	PERMANENT PAINT YELLOW, 4" EQUIV. (SINGLE APPLICATION)	15	LF	\$0.85	\$12.75
3	PERMANENT PAINT SYMBOL, ARROW	2	EA	\$60.00	\$120.00
4	4" EQUIV. WHITE EXTRUDED THERMOPLASTIC 90MIL	1490	LF	\$1.10	\$1,639.00
5	EXTRUDED THERMOPLASTIC SYMBOL, ARROW 90MIL	2	EA	\$125.00	\$250.00
6	TYPE G RPM (1-WAY WHITE)	10	EA	\$4.00	\$40.00
7	OBLITERATE EXISTING STRIPING, 4" EQUIV. W/ PMM SEALANT	880	LF	\$2.60	\$2,288.00
8	OBLITERATE SYMBOL OR LEGEND W/ PMM SEALANT	2	EA	\$125.00	\$250.00
9	REMOVE RAISED PAVEMENT MARKER	5	EA	\$2.00	\$10.00
10	MOBILIZATION	3	EA	\$1,000.00	\$3,000.00
<b>TOTAL</b>	<b>BID PRICE:</b>				<b>\$8,846.50</b>

\*\*\* ADDITIONAL MOBILIZATIONS WILL BE CHARGED AT \$1000.00 EACH FOR STRIPING.

To schedule projects, email us at: [scheduling@franklinstriping.com](mailto:scheduling@franklinstriping.com)

**DISCLAIMER:**

Quantities shown above are an estimate only, actual field quantities installed will be used for billing purpose.

**Excludes:** Police Officer, Traffic control, barricades, signage, bonds, sales tax, permits, survey, sweeping, as built, water supply, dump site, shadow truck, diamond grinding, obliteration, slurry seal or sealer for obliteration scarring, removal of curing compound from pccp & removal of chip seal markers.

Additional Mobilization Charges May Be Applied From Circumstances Beyond Our Control Which Would Prohibit The Above Mentioned Work From Being Completed As Scheduled.  
 ( i.e. UNMOVED VEHICLES, TRAILER, SPRINKLERS, OR EXCESSIVELY DIRTY AREAS ETC.)

**\*\*FSI REQUIRES 15 DAYS NOTICE PRIOR TO ANY PAVEMENT MARKING NEEDED\*\***

\*\* Contractor is to provide Striping Survey. Reference ADOT Standard Specifications 2021 Edition

\*\* Sec.-925. Contractor to supply Survey Control points to be set every 50ft.

\*\* If striping survey is not completed per ADOT Standard Specifications, a cost of \$500.00/hour will be charged to layout.

\*\* Franklin Striping Inc. will warranty the striping for 1 year.

All material is guaranteed to be as specified and preformed in accordance with the drawings and specifications submitted for the above mentioned work and completed in a substantial workmanlike manner. Payment terms to be NET 30. **This proposal is valid for 60 days.** Licensed and Bonded.

Lic No. 115703 & 238964, UTRACS No. 10413, NAICS No. 02760

SINCERELY,  
 PHIL KOWALCZYK

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

By: \_\_\_\_\_

PO#: \_\_\_\_\_

# Quotation

## Affinity Material Solutions, LLC

3317 S. Higley Road  
 Suite 114, PMB 472  
 Gilbert, AZ 85297  
 (602) 558-7621  
 Sales@affinitymaterials.com



**Affinity Material Solutions**

Date	Quote #
1/28/2026	9439

Customer:
Achen Gardner Construction 2195 W. Chandler Blvd. Suite 200 Chandler, AZ 85224 480-940-1300

Project:
City of Chandler - Alma School and Ocotillo Rd S Alma School Rd & Ocotillo Rd Chandler Dan

**\$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	Ends & Supers	6/30/2026	
Qty	UOM	Material	Cost	Description	Amount
200	TN	MAG ABC Non Lime  Fuel Escalation	21.25	Based on today's average fuel rate, an increase of \$0.50 per gallon in diesel pricing will be applied to the price per ton at \$0.25 per ton.	4,250.00

\*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.

<b>Total</b>	\$4,250.00
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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!**

# QUOTATION



**Date:** 01/14/2026  
**Quote #:** 2686783226  
**Account:** 213235

**ACCOUNT :** ACHEN-GARDNER CONSTRUCTION LLC **QUOTE NAME :** SB MEDIAN / S ALMA SCHOOL & W OCTILLO / CHANDLER

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

**Ship-To Address:** S ALMA SCHOOL & W  
 OCTILLO AZ049531  
 CHANDLER AZ 85248

Attn: Kaleb Ruelas

**Effective Date:** 01/14/2026  
**Expiration Date:** 03/31/2026  
**Upon Acceptance Price Valid Until:** 03/31/2026

**Sales Representative:** Liliane Jetton  
**Phone:** +1 (602) 919-0660  
**Email:** [jettonl@vmcmail.com](mailto:jettonl@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	250	TON	\$15.50	\$9.60	\$25.10

**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	150	TON	\$81.00	\$7.60	\$88.60
SAN TAN HMA	336417T	1/2" EVAC PG 76-22TR+	150	TON	\$98.00	\$7.60	\$105.60
SAN TAN HMA	336617T	1/2" EVAC PG 70-16TR+	150	TON	\$95.00	\$7.60	\$102.60



**ADDITIONAL CHARGES**

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

**ADDITIONAL INFORMATION**

**HMA ORDER VOLUME:** All daily orders under 100 tons of asphalt will incur Gomez Price plus the haul charge. There is a 100-ton-per-day minimum for specialty mixes unless the plant is already scheduled to run that same mix.

**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.

**NEW MIX DESIGNS:** Please allow 4-6 weeks to develop the mix design from the notice of the award. Vulcan Materials is not responsible for schedule impact or price escalation due to the mix design approval process.

**Fuel Surcharge:**

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 on a weekly basis.

**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.

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**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**



**JOB INFORMATION**

Date: \_\_\_\_\_ Vulcan Customer Number: \_\_\_\_\_

**CUSTOMER NAME:** \_\_\_\_\_

Customer Role (circle one):      **Owner**      **GC**      **Sub-Contractor**      **Sub-Sub\***  
\*if sub-sub, provide sub at bottom of form

Job Name: \_\_\_\_\_ Your Job Number: \_\_\_\_\_

Legal Description: \_\_\_\_\_

Project Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Customer Contact: \_\_\_\_\_

**PROJECT OWNER:** \_\_\_\_\_

Owner Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Owner Contact: \_\_\_\_\_

Tax Status (circle one):      **Y\***      **N**      *\*If Tax Exempt an exemption form must be attached*

**GENERAL CONTRACTOR:** \_\_\_\_\_

GC Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ GC Contact: \_\_\_\_\_

**BONDING COMPANY:** \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Contact: \_\_\_\_\_

Type (circle one)      **Federal**      **State**      **City**      **County**      **Private**





Quote Number: **Q10045862-0**  
 Created On: 1/16/2026  
 Quote Expires On: 2/15/2026

**Project:** Alma School Ocotillo Rd SB Median  
 Project Address: Alma School Rd Ocotillo Rd  
 Chandler, AZ 85248  
 Estimated Start Date: 3/2/2026  
 Project End Date: 6/30/2026

**Account:** ACHEN GARDNER CONSTRUCTION LLC  
 Account Number: 40005  
 Contact: Kaleb Ruelas  
 E-mail: Kruelas@achen.com  
 Phone: 602-831-6798

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	50 CY	\$132.00
13004	3000 PSI MAG-A	50 CY	\$136.00

**SUNDRIES AND SURCHARGES**

Item	Comments	Price	Unit
Fuel Surcharge RMX		\$35.00	EA
WEEKEND TRUCK TIME		\$50.00	EA
ENVIRONMENTAL CHARGE		\$25.00	EA
Load Size: 6 yds & less		\$200.00	CY
<b>Additional Products &amp; Services</b>			
Non-Chloride Accerator (per 1%)		\$4.00	GAL
Recover per 1/2 hour		\$4.00	OZ
Color Wash Out		\$25.00	EA
Micro Fiber (1LB/YD)		\$7.50	PCY
Color Seal		\$0.00	PCY
Nitrogen Cooling (1-unit)			PCY
Macro Fiber- Structural (1LB/YD)		\$7.50	PCY
Chilled Water		\$2.50	PCY
Hot Water		\$2.50	PCY

Respectfully,  
 Quikrete - Arizona Materials  
 Sales Rep: Randy Schmolke  
 Phone: 602-342-6595  
 Email: rschmolk@summit-materials.com

**Customer Acceptance**  
 Signed by:  
 Date:  
 \_\_\_ Taxable \_\_\_ Tax Exempt (Attach Certificate)



Quote Number: **Q10045862-0**  
 Created On: 1/16/2026  
 Quote Expires On: 2/15/2026

## CLAUSES

### Delivery availability

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.

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

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

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.

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

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.

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

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

### 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.

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.

The seller strictly follows State Lien Law, issuing construction notice, notice to owner, preliminary notice 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.

### Pricing conditions

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

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

Prices are subject to change if data or specifications change.

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

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.

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.

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

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

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.

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

Concrete Pricing subject to change based on market conditions

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

Taxable  Tax Exempt (Attach Certificate)

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.



Quote Number: **Q10045862-0**  
Created On: 1/16/2026  
Quote Expires On: 2/15/2026

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**

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

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



Allied Concrete ♦ Columbia Ready Mix ♦ Land Chariton Concrete ♦ Builders Choice Concrete Company of Missouri ♦ Altaview Concrete ♦ Arizona Materials Concrete ♦ Legrand Johnson Construction Peak Ready Mix ♦ Triple C Concrete ♦ Troy Vines Concrete

May 29, 2025

Dear Valued Customer,

On February 10th, Summit Materials and affiliates joined The Quikrete Companies. This pairing of industry leaders creates a better partner for you, offering a deeper and broader network of assets, expanded operational and commercial capabilities, and the ability to better meet growing demand for high quality construction materials in the United States. Quikrete products are recognized for their quality, consistency, and performance and we are excited to become part of this 85 year-old, family-owned business.

In the next few months, we will be unifying under a single banner, Quikrete Construction Materials. Our integrated teams are committed to a seamless transition centered on delivering the comprehensive solutions on which you've come to trust and rely. All remittance addresses and customer portal processes remain unchanged at this time.

As such, I wanted to reinforce that you should not experience any immediate changes or disruptions to services as a result of this announcement. Please feel free to continue reaching out to your existing sales representative(s) with questions.

Thank you again for our trusted relationship and your business. We look forward to partnering with and serving you in 2025 and beyond.

Best regards,

A handwritten signature in blue ink, appearing to read "Charles DePriest".

Charles DePriest  
President, Construction Materials

**EXHIBIT H**

**BUILDERS RISK INSURANCE**