



**CITY OF CHANDLER
JOB ORDER PROJECT AGREEMENT**

**CALIFORNIA HALF STREET IMPROVEMENTS FROM BOSTON STREET TO
COMMONWEALTH AVENUE**

Project No. CA2501.401

Council Date: July 16, 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. JOC2404.401 ("JOC Master Agreement"). City and JOC Contractor may be referred to individually as "Party" or collectively as "Parties").

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

RECITALS

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

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

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

ARTICLE 1. DESCRIPTION OF WORK

The Parties enter into this Job Order Project Agreement for the California Half Street Improvements from Boston Street to Commonwealth Avenue, Project Number CA2501.401. The scope of work consists of California Half Street Improvements consist of paving, sidewalk pedestrian movement, ADA accessibility, vehicular access, drainage catch basin relocations, landscaping and hardscaping, street parking, signage and striping, 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 \$315,273.11 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 120 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 June 23, 2026
Signature Date

RECOMMENDED BY:

Daniel Haskins June 23, 2026
Daniel Haskins, P.E.
CIP City Engineer

Kevin Nunez
Print Name

Executive Vice President
Title

APPROVED AS TO FORM:

Knunez@achen.com
Signer Email Address

City Attorney *DNB*

ATTEST:

City Clerk Seal

EXHIBIT A

SCOPE OF WORK



California Half Street Improvements Proposal

June 18, 2026

Emailed: 6-18-26

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.: CA2501.401 Rev-2
Achen-Gardner Construction, LLC Project No.: 4105104

Dear Mr. Riter:

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

1) Total = **\$315,273.11**

The completed Proposal totals \$315,273.11 for construction activities on the Chandler, California, Half Street 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 on (602) 376-9434 or e-mail dbroderick@achen.com.

Sincerely,

ACHEN-GARDNER CONSTRUCTION, LLC

Dan Broderick, Sr. Project Manager

Attachments:

Exhibit A - SCOPE OF WORK, PROJECT-SPECIFIC CONDITIONS

Exhibit A.1 - PROJECT BASELINE SCHEDULE

Exhibit B - JOB ORDER COST PROPOSAL SHEET

Exhibit B.1 – GENERAL CONDITIONS AND SCHEDULE OF VALUES

Exhibit B.2 - LIST OF GMP DOCUMENTS

Exhibit G – SUBCONTRACTOR AND SUPPLIER QUOTATIONS

EXHIBIT A: SCOPE OF WORK, PROJECT-SPECIFIC CONDITIONS
JUNE 18, 2026
CITY OF CHANDLER – CALIFORNIA HALF STREET IMPROVEMENTS
PROJECT NO: CA2501.401

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

- The scope covers the construction of approximately 1645 square feet of concrete MAG detail 230, 491 square feet of MAG detail 250, 50 square feet of salvaged concrete pavers, 40 linear feet of 6-inch PVC sleeve, and 805 square yards of micro seal. Demolition and removals include existing asphalt pavement, concrete sidewalk, and pavers. Additional work includes removing existing conflicting striping and installing the new striping layout.
- The quantities for this project (Project No. ST2401.401) are as per Exhibit B.2 – Schedule of Values.
- Schedule Assumptions: Project duration is 4 weeks.
- Work hours shall be regular daytime work hours, Monday through Friday. This does not include the cost of any work to be done during unscheduled overtime or weekends. Any necessary weekend work will be 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 of \$50,000.00 (City Allowance = \$25,000 + Landscape Allowance = \$25,000) is included in 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 north bound lane closure setup.



Exhibit A.1 - Project Baseline Schedule

Project Schedule - California Half Street Improvements

ACHEN-GARDNER CONSTRUCTION

2195 W. Chandler Boulevard, Suite 200

Chandler, AZ 85224

PHONE: (480) 940-1300 FAX: (480) 940-4576

PROJECT: California Street Date:6/18/26	Project Schedule																																AGC Job #: 4105104						
	JULY																AUGUST																						
	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	NOTES X = Day Time Work N = Night Time Work	
	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S		
Notice to Proceed																																							Two weeks prior to job start.
Submittals/Job startup				X	X	X	X			X	X																												
Mobilize and Yard Setup										X	X																												
Removals											X	X																											
Concrete sidewalk and driveway													X	X			X	X																					
Asphalt patch/Parkway Grading																			X																				
Crack Seal																				X																			
Cover/Lower Vavles/Manholes																					X																		
Micro Seal																								X															
Temporary Striping																									X														
Final Stiping																										X													
Project Closeout																																							
Final Completion																																							

30 days after Micro Seal

After final striping

After final striping

EXHIBIT B

FEE SCHEDULE

EXHIBIT B: JOB ORDER COST PROPOSAL SHEET
JUNE 18, 2026
CITY OF CHANDLER – CALIFORNIA HALF STREET IMPROVEMENTS
PROJECT NO: CA2501.401

				6/18/2026
EXHIBIT "B"				
JOB ORDER COST PROPOSAL				
SUMMARY SHEET				
Negotiated Prices				
	Price of Subcontractor(s)			\$ 41,398.00
	Price of Subconsultant(s)			\$ -
	General Conditions			\$ 46,221.39
	Preconstruction Labor (if applicable)			\$ -
	Construction Labor (if applicable)			\$ 135,410.14
	SUBTOTAL (NEGOTIATED PRICES):			\$ 223,029.53
Overhead and Profit (Coefficient per Job Order Master Agreement)				
		9.00%		\$ 20,072.66
	TOTAL (NEGOTIATED PRICES + OVERHEAD & PROFIT):			\$ 243,102.19
Insurance, Bonds, & Taxes				
	Sales Tax Percentage (Current Tax Rate)	ENTER TAX % HERE:	5.07%	\$ 12,325.28
	General Liability Insurance Percentage (Actual Cost per Job Order)			\$ 4,740.49
	Builder's Risk Insurance Percentage (Actual Cost per Job Order)			\$ 1,215.51
	Payment Bond (Actual Cost per Job Order)			\$ 1,944.82
	Performance Bond (Actual Cost per Job Order)			\$ 1,944.82
	SUBTOTAL (INSURANCE, BONDS, & TAXES):			\$ 22,170.92
	COMBINED TOTAL (TOTAL + INSURANCE, BONDS, & TAXES):			\$ 265,273.11
	City's Allowance - includes \$25,000 Landscape Allowance.			\$ 50,000.00
	TOTAL JOB ORDER:			\$315,273.11
<i>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.</i>				

CITY OF CHANDLER - California Half Street Improvements PROJECT NO.: CA2501-401					
EXHIBIT B.1 - GENERAL CONDITIONS					
ACHEN-GARDNER CONSTRUCTION, LLC 550 S. 79th STREET CHANDLER, AZ 85226 PROJECT NO.: 4105104				6/18/2026	
PAY ITEM	DESCRIPTION	QUANTITY	UM	UNIT PRICE	TOTAL
188.01	PROJECT SUPERINTENDENT/VEHICLE	176.00	HR	153.73	27,056.48
188.02	PROJECT MANAGER/VEHICLE	88.00	HR	153.73	13,528.24
188.03	YARD	1.00	MO	4,700.67	4,700.67
188.04	SMALL TOOLS AND SUPPLIES	1.00	LS	936.00	936.00
	GENERAL CONDITIONS (DIRECT COSTS)				46,221.39
188	MONTHLY GENERAL CONDITIONS	1	MO	46,221.39	

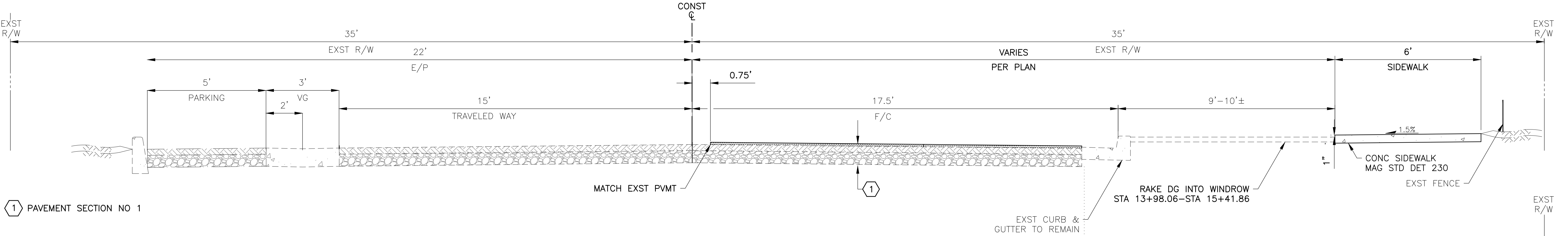
EXHIBIT B.2: LIST OF JOC DOCUMENTS

JUNE 18, 2026

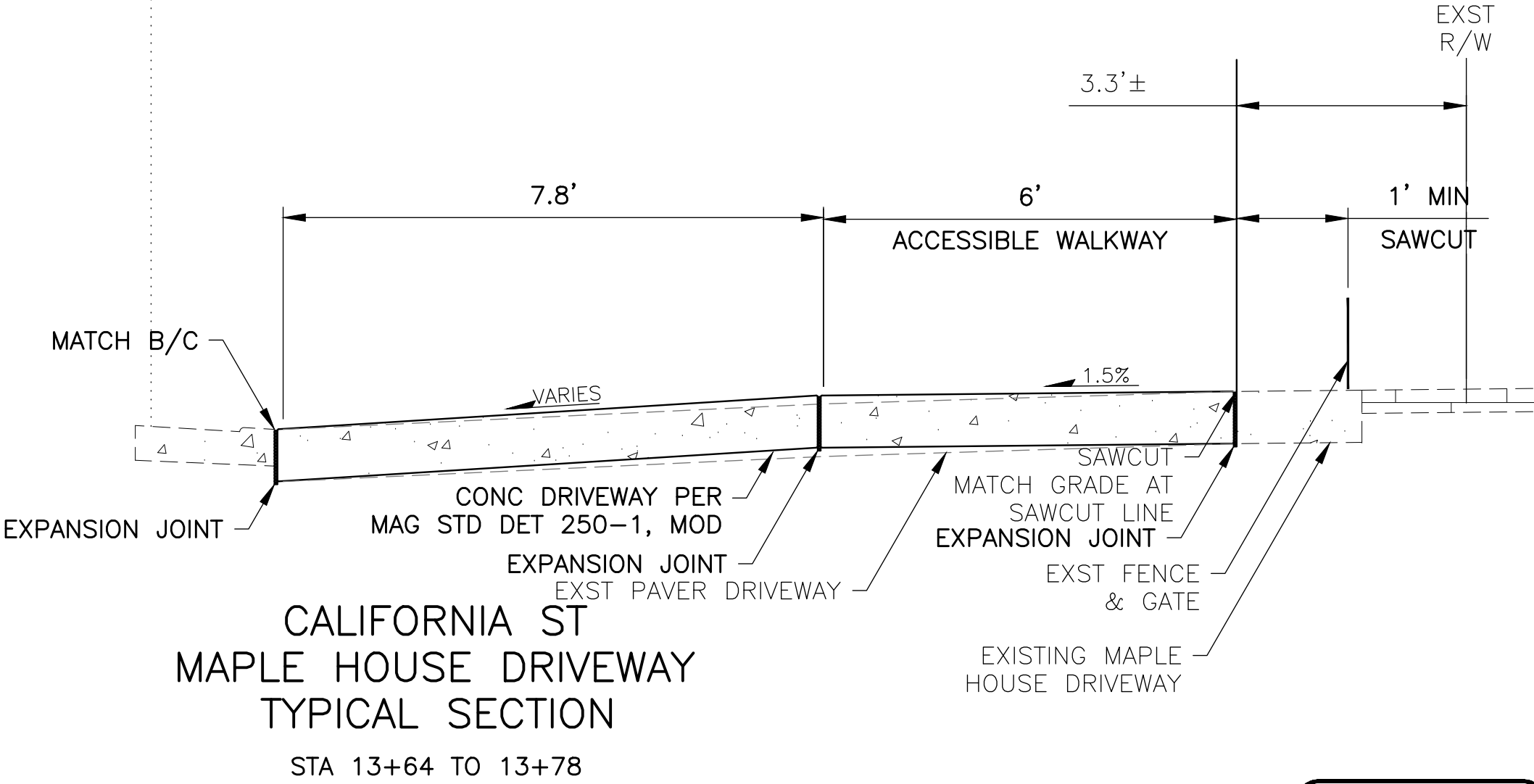
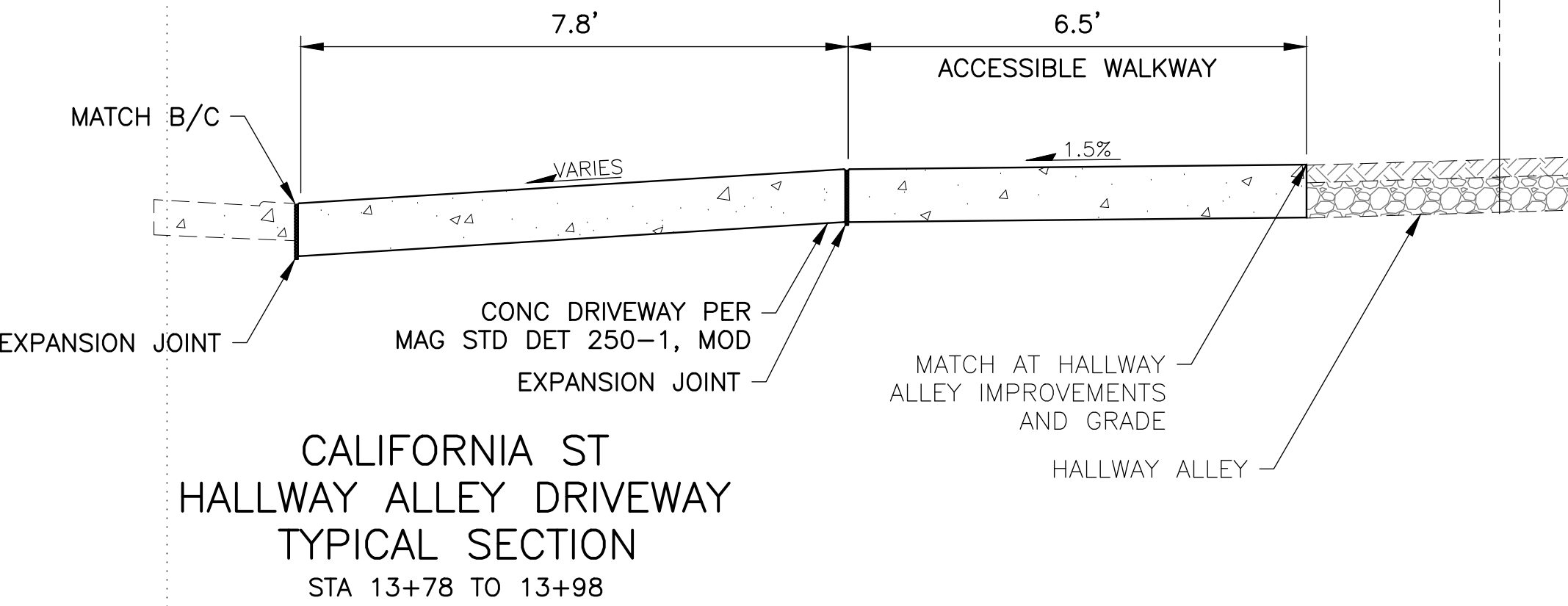
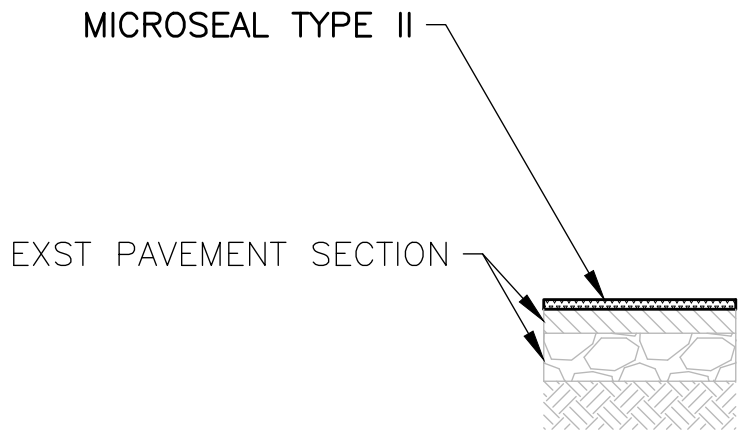
CITY OF CHANDLER – CALIFORNIA HALF STREET IMPROVEMENTS

PROJECT NO: CA2501.401

-
- Dibble – California Half Street Improvements – dated May 21, 2026 (two pages), G1 typical sections and P1 paving.



CALIFORNIA ST
TYPICAL SECTION
STA 12+34 TO 13+64
STA 13+98 TO 15+42



C.O.C. LOG NO. CIV25-0106

REV. NO.	DATE	DRWN	CHKD	REMARKS

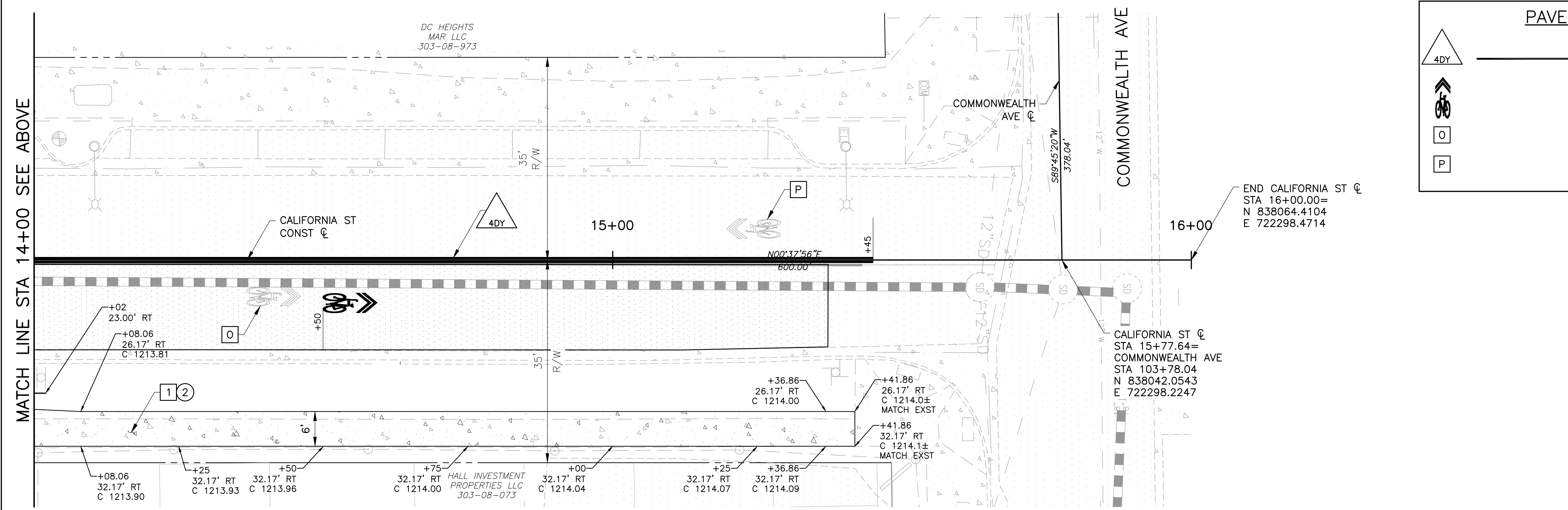
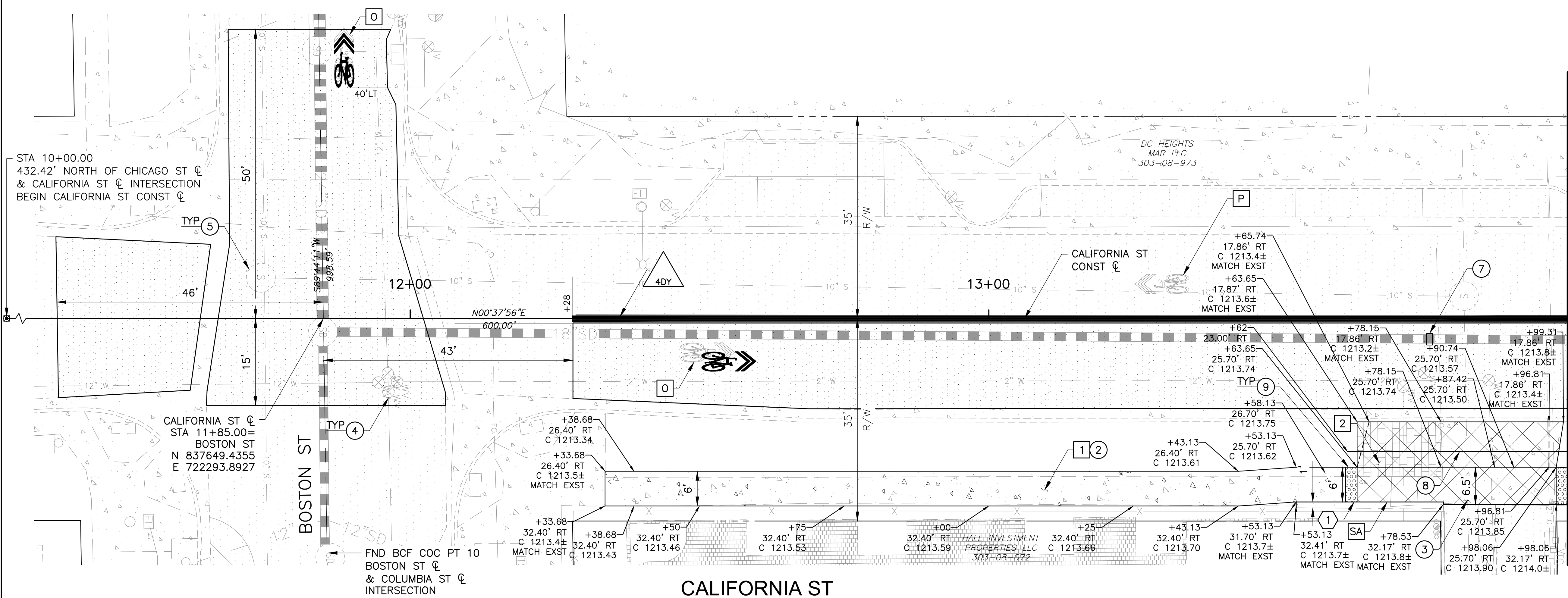
DESIGNED BY: ACG
DRAWN BY: ACG
SHEET CHK'D BY: AJS
CROSS CHK'D BY:
APPROVED BY:
DATE: 05/26



CITY OF CHANDLER, ARIZONA
CALIFORNIA HALF STREET
IMPROVEMENTS
BOSTON ST TO COMMONWEALTH AVE

TYPICAL SECTIONS

PROJECT NO. CA2501.201
FILE NAME: 22219_02-TYP.DWG
SHEET NO.
G1
SHEET 1 OF 2



REMOVAL NOTES		
SA	SAWCUT CONC SIDEWALK STA 13+53.13 - STA 13+78.53	25 LF
1	REMOVE CONC (S/W, D/W)	1695 SF
2	REMOVE & SALVAGE PAVERS	50 SF

CONSTRUCTION NOTES		
1	PAVEMENT SECTION 1	805 SY
2	CONC SIDEWALK MAG STD DET 230	1645 SF
3	CONC DRIVEWAY MAG STD DET 250-1, MOD	491 SF
4	TEMPORARY COVER FOR VALVE & CONC COLLAR	7 EA
5	TEMPORARY COVER FOR MANHOLE & CONC COLLAR	3 EA
6	CRACK SEAL	805 SY
7	HOT MIX PATCH MAG SPEC 710	12 SF
8	6" PVC PIPE PER COC APL	40 LF
9	TRUNCATED DOMES PER COC APL	24 SF

PAVEMENT MARKING LEGEND	
	4" SOLID DOUBLE YELLOW LINE
	SHARED-LANE MARKING
	OBLITERATE EXST PVMT MARKING
	PROTECT EXST PVMT MARKING IN PLACE

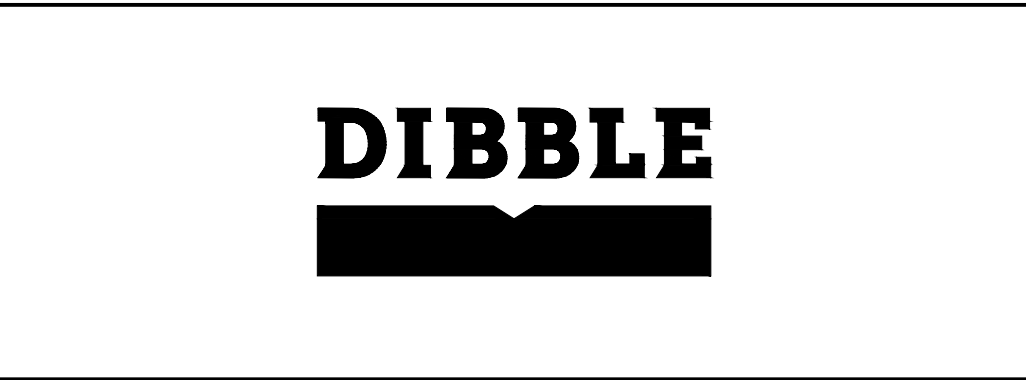
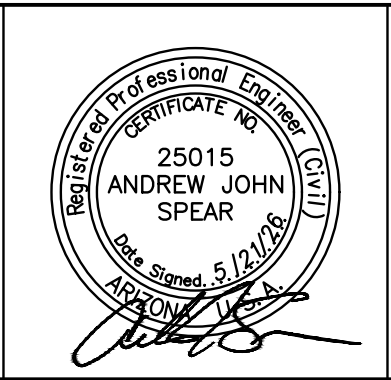
REFERENCE NOTES	
1	PROTECT 1' OF EXST SIDEWALK WITH GATE TRACK IN PLACE

SCALE: 1"=10'

Contact Arizona 811 at least two full
working days before you begin excavation
Call 811 or click Arizona811.com

REV. NO.	DATE	DRWN	CHKD	REMARKS

DESIGNED BY: ACG
DRAWN BY: ACG
SHEET CHK'D BY: AJS
CROSS CHK'D BY:
APPROVED BY:
DATE: 05/26



CITY OF CHANDLER, ARIZONA
CALIFORNIA HALF STREET
IMPROVEMENTS
BOSTON ST TO COMMONWEALTH AVE

PAVING PLAN

PROJECT NO. CA2501.201
FILE NAME: 22219_02-PLAN.DWG

SHEET NO.
P1
SHEET 2 OF 2

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 **California Half Street Improvements from Boston Street to Commonwealth Avenue CA2501.401**, 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 **California Half Street Improvements from Boston Street to Commonwealth Avenue CA2501.401**, 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: **California Half Street Improvements from Boston Street to Commonwealth Avenue**

Project No.: **CA2501.401**

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: **California Half Street Improvements from Boston Street to Commonwealth Avenue**
Project No.: **CA2501.401**

(TO BE COMPLETED BY CONTRACTOR)

I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER PROJECT NO. **CA2501.401** HAVE BEEN DELIVERED IN ACCORDANCE WITH THE AGREEMENT DOCUMENTS AND BID SPECIFICATIONS AND ALL ACTIVITIES REQUIRED BY THE CONTRACTOR UNDER THE AGREEMENT HAVE BEEN COMPLETED AS OF _____.
(Date)

FIRM NAME: _____

PRINCIPAL: _____
(Name)

(Signature)

(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.

EXHIBIT G: SUBCONTRACTOR AND SUPPLIER QUOTES
JUNE 18, 2026
CITY OF CHANDLER – CALIFORNIA HALF STREET IMPROVEMENTS
PROJECT NO: CA2501.401

Subcontractors:

- Survey - AW Land Surveying LLC
- Slurry Seal - Cactus
- Striping - Falcon Contracting Inc.

Materials:

- Aggregates - Buesing Corp
- Asphalt - Fisher Sand and Gravel
- Concrete - Suncore
- Pipe materials - Ferguson Waterworks Inc.



June 8, 2026

Erik Simms
Achen-Gardner Construction

Re: California Half Street Improvements

We are pleased to submit this proposal for the above referenced project. Our total fee as shown in the breakdown below is **\$6,575.00**.

- Calibration/Control - **\$1,320.00**
- Office Calculations - **\$800.00**
- Limits/Removals - **\$495.00**
- Concrete - **\$1,155.00**
- Subgrade Bluetops - **\$495.00**
- ABC Bluetops - **\$495.00**
- Striping - **\$330.00**
- As-builts - **\$1,485.00**

We look forward to continuing our working relationship with you and your company. Please contact me for any questions or concerns at 480-298-4900 or dhargrove@awlandsurvey.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "D. Hargrove".

David Hargrove
Project Manager/CST III
AW Land Surveying, LLC

CONSTRUCTION STAKING SCOPE & FEE SCHEDULE FOR:**California Half Street Improvements**

1	Calibration and Control GPS calibrate site for horizontal and vertical control. Establish additional onsite control for AWLS use during the project.	\$1,320
2	Office Calculations Calculate stake out points, provide point plots and produce cut sheets necessary for field crew to perform layout and as-builts.	\$800
3	Limits/Removals Stake concrete and pavement removals at angle points and at 100' intervals with a single white paint mark.	\$495
4	Concrete Stake of sidewalk alignment at 25'-35' intervals with a single offset and grade to top of curb or walk.	\$1,155
5	Subgrade Bluetops Set subgrade bluetops on centerline of roadway at 50' intervals. If existing grade exceeds 0.30' from design, cuts/fills will be marked in place of bluetop.	\$495
6	ABC Bluetops Set ABC bluetops on centerline of roadway at 50' intervals. If existing grade exceeds 0.30' from design, cuts/fills will be marked in place of bluetop.	\$495
7	Striping Stake striping at ends, angle points, transitions and 50' intervals with a single white paint mark.	\$330
8	As-Builts - Provide civil as-built data per City of Chandler requirements onto approved construction plans only. - AWLS will provide as-built drawings by digital copy only.	\$1,485
	TOTAL FEE, ABOVE SERVICES*	\$6,575.00

*This is for information only. The project will be billed at a lump sum fee.

*Above total includes 12 trips to site. Any additional trips may be subject to a mobilization charge of \$250 per trip along with re-staking charges.

Any dispute arising from this agreement, not timely resolved after good faith negotiation, will be submitted, at Cactus's sole discretion, to mediation, binding arbitration, or litigation in state court. If mediation is elected, its completion is an express condition precedent to Cactus's election of binding arbitration or state court litigation. If Cactus elects arbitration, the arbitration will be governed by and conducted in accordance with the Arizona Revised Uniform Arbitration Act at A.R.S. §12-1501, et seq.

A property owner has the right to file a written complaint with the Arizona Registrar of Contractors for an alleged violation of A.R.S. § 32-1154(A). Any such complaint must be filed within the applicable time period set forth in A.R.S. § 32-1155(A). The Registrar's phone number is (602) 542-1525, and its website address is <http://www.azroc.gov/>.



To:	ACHEN GARDNER	Contact:	Zake Madero
Address:	2195 W. CHANDLER BLVD CHANDLER.AZ.85224 MARICOPA	Phone:	(480) 940-1300
Project Name:	Achen California St - REVISED	Bid Number:	
Project Location:	California St & Boston St	Bid Date:	6/1/2026

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
200	CRACK SEALING: Cracks 1/4" And Wider Will Be Blown Out With Compressed Air And Then Sealed With Hot-Applied Polymer Sealant.	805.00	SY	\$6.65	\$5,353.25
702	TYPE-II MICRO SEAL: Pavement Areas Will Be Cleaned With Automated Brooms And Blowers, Then One Coat Of Type-II Micro Surface (MAG SPEC MSE) Will Be Applied. Application Rate ~ 18-24 Pounds Per Square-Yard.	805.00	SY	\$27.00	\$21,735.00
				Total Bid Price:	\$27,088.25

Notes:

- Standard Terms and Conditions to follow.
- All work quoted above is scheduled on an "as available" basis unless otherwise stated. Cactus encourages customers to verify start dates as soon as possible and realize that schedule issues and or changes on your project may mean you will be moved back to our next available date behind other customers who have met their intended schedule. **Your project will not be formally scheduled without a binding letter of intent or a formal contract.** We apologize for any inconvenience, but we value our relationships with all customers.
- All scheduling contingent upon mutual agreement of Owner and Cactus Asphalt.
- Prices above based on completing each task in one mobilization. If an additional mobilization is required, charges may apply.
- Quoted prices are valid for 14 days unless otherwise noted, PO or letter of intent to award required to lock pricing past 14 days. Final material pricing expires 3 months from quote date with PO or LOI.
- Cactus is not responsible for notification, nor removal of vehicles and property from work areas.
- Cactus will require this proposal with exclusions be included in any contractual agreement.
- Unit prices above include all applicable State, County & City taxes for contracting.
- In the event that quantities differ from above, billing will reflect agreed upon measured quantities.
- **EXCLUSIONS (Unless Otherwise Specified):** Bonds, Permits, Plans, Engineering, Survey, Staking, Traffic Control, Construction Water, As-Builts, Testing, Inspection, Clear & Grubb, Grading, Landscape Repairs, Weed Killer, Crack Routing, Crack-Sealing, Curb Line/Joint Sealing, Asphalt Patching, ABC, Landscape Materials, Vegetation Replacement, Preservative Seals, Prime Coats, Concrete Structures, Irrigation/Pipe Work, All Underground Items, Utility Removal or Relocation, Drywells, Rip/Rap, Structural Backfill, Striping, Curb Painting, New Signage, Parking Bumpers Removal or Replacement, Import, Export, Excavation, Subgrade Stabilization, Removal of Debris Generated by Other Trades, Erosion Control, SWPPP, Thickened Pavement Edge, Project Information Sign And Any Special Insurance Requirements.
- This quote excludes any project management, billing or safety website fees (i.e. Textura or Other Similar Applications)
- Asphalt materials pricing is based on the current months ADOT index for Bituminous materials. There are strong indicators that there will be significant increases in asphalt prices going forward. Adjustments to the quoted prices for paving items will be made and finalized 14 days prior to the time of scheduled paving operations with appropriate notification, documentation and communication.
- AZ 194430 Class-A General Engineering
NV 0093905 Class-A General Engineering
- The elimination of any existing drainage problem or reflective cracking is neither intended nor guaranteed when providing slurry and micro sealing services.
- Power steering marks are normal and should not be cause for undue concern on slurry and micro surfacing pavement treatments.

Paving • Seal Coating • Crack Sealing • Patching • Chip Sealing • Fabric Overlay • More

Contractors Licenses: AZ – 194430 • NV – 0040581 • NM – 022995 • UT – 944049-5501

t 623-907-2800 f 623-907-2900 cactusasphalt.com 8211 W. Sherman St. Tolleson, AZ 85353



To: ACHEN GARDNER Address: 2195 W. CHANDLER BLVD CHANDLER.AZ.85224 MARICOPA	Contact: Zake Madero Phone: (480) 940-1300 Fax:
Project Name: Achen California St - REVISED Project Location: California St & Boston St	Bid Number: Bid Date: 6/1/2026

Terms and Conditions: Due to the complex nature of private utility locating, please review the agreement: Cactus Asphalt will consider our performance in any claim that may arise. We are not responsible for any nonconductive line. (Non-Metallic, PVC, Water Line, Etc.) We are not responsible for any conductive lines with no accessible connection point. We are not responsible for conductive lines that do not appear on blueprints, maps, or as-builts provided by customer. We are not responsible for locating lines where no blueprints, maps, or as-builts provided are by customer prior to locating. Cactus Asphalt is not responsible for any damages related from Blue Stake Ticket Services. Owners/Clients are reminded that per AZ One Call Law, AZ Blue Stake Center must be notified, and all affected utility owners must respond prior to commencement of excavation.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Cactus Asphalt Authorized Signature: _____ Estimator: Kevin McCullough
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6/2/2026 7:34:01 AM

Page 2 of 4

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†623-907-2800 †623-907-2900 cactusasphalt.com 8211 W. Sherman St. Tolleson, AZ 85353

TERMS AND CONDITIONS

GENERAL

Owner shall timely notify Cactus Asphalt (Cactus) in writing when the premises will be ready for work to commence, and shall give unobstructed access to all areas where work is to be done. Any necessary towing and costs of delays shall be the responsibility of the owner.

Cactus is not responsible for any utility lines (water, electric, sprinkler, communications, cable, etc.) which may lie within eighteen inches (18") of the surface. Owner is responsible for supplying all known layouts of any such utility lines which are known to exist. Cactus is not responsible for damage to undisclosed, unknown or improperly placed lines.

If Cactus encounters any different site condition or concealed condition, including but not limited to underground utilities, debris, ground water, underground storage tanks, hazardous material, "hard dig" soils, or any material or substance regulated by federal, state, local law, ordinance, or regulation, any other environmental, health or safety issue, or concern, or other conditions, that were unknown to Cactus before submission of this Proposal, the contract price shall be equitably adjusted to compensate Cactus for any additional work performed or damages incurred as a result of any such conditions. At Cactus' sole discretion, Cactus may stop all work on the project, until the parties have reached an agreement, in writing, concerning any such equitable adjustment, and Cactus shall have no obligation to perform any work which, as determined by Cactus, directly or indirectly involves any environmental, health or safety risk or hazard.

The Owner is responsible for ensuring that all surfaces are kept in a condition acceptable to the application of the agreed upon product. This includes ensuring that all automatic sprinklers that may place water on the surface are turned off. Any delay caused by failure to perform the above may result in additional expense to the owner.

Cactus is not responsible for ponding water where grade is less than 2%.

Owner is to provide a water source that is acceptable to Cactus and is sufficient for performing the work.

Cactus is fully licensed and insured. All Cactus employees are covered by Worker's Compensation Insurance.

Unless otherwise agreed in writing, the prices contained within this agreement do not include the costs of permits or bonds.

WARRANTY

All work performed by Cactus is covered by a one year warranty on workmanship. Normal wear and tear, abuse, weather, and other acts of God are excluded.

PAYMENT AND TAXES

By law, taxes may only be waived upon receipt of a valid exemption certificate. Taxes are determined in accordance with the jurisdiction where the work is performed. The owner is responsible for payment of all taxes.

Unless otherwise stated within this agreement, all payment is due upon transmittal of invoice. In addition to other terms contained elsewhere in this proposal, Owner agrees to pay a service charge at the rate of 2% per month on all accounts that become 10 days past due. All costs of collection, as well as attorney's fees, will be added to the balance and interest due.

Cactus reserves the right (without further notice) to suspend or terminate this agreement if work is stopped for 30 or more days because of a failure to make progress payments or other delay not caused by Cactus. In such event Cactus reserves the right to recover payment for all work performed, including reasonable overhead, profit and damages under the contract.

This agreement shall be governed by and construed in accordance with Arizona law, and any lawsuit or arbitration arising from this agreement must be filed in Maricopa County, Arizona. If any provision of this agreement is determined invalid or unenforceable by a court of competent jurisdiction, that provision alone will be deemed stricken and the remainder of the agreement will be enforced.



602-944-3614

11030 N. 21st Ave. Phoenix, AZ 85029

ROC168973 & ROC277976

QUOTATION

We are committed to providing quality work,
done on time, in a safe manner.

No job is too difficult.

PROJECT: California Half Street Improvements
COMPANY NAME: Bidders
DATE: 6/4/2026 Revised
SCOPE OF WORK: Offsite pavement markings

ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
4" Pavement Marking Obliteration	640	LF	\$ 0.50	\$ 320.00
Obliterate Symbols/Legends	3	EA	\$ 65.00	\$ 195.00
Paint Traffic Stripe - Yellow 4"	640	LF	\$ 0.35	\$ 224.00
Thermoplastic Traffic Stripe - Yellow 4" (60 MIL, Longline)	640	LF	\$ 0.40	\$ 256.00
Thermoplastic Shared-Lane Marking Symbol	3	EA	\$ 500.00	\$ 1,500.00
Paint Mobilization - Offsite - 4 man crew - up to 1 HR away	1	EA	\$ 1,275.00	\$ 1,275.00
Thermoplastic Longline Mobilization - 4 man crew - up to 1 HR away	1	EA	\$ 1,425.00	\$ 1,425.00
Obliteration Mobilization - 1 Man Operator - up to 1 HR away	1	EA	\$ 2,000.00	\$ 2,000.00
Obliteration Dump Fee	1	EA	\$ 540.00	\$ 540.00
				\$ 7,735.00

EXCLUSIONS: Taxes, signage, traffic control, survey, as-built drawings, special cleaning, bonds, permits, micro seal/slurry seal/seal coat after obliteration, water supply/dump site, night/weekend work, mast arm signage installation, and materials not listed above. Core drills, slip bases, and obliteration/cure removal are excluded unless otherwise specified above.

BID CLARIFICATIONS:

Quote is based off the following drawing sheets & takeoffs sent through email: PM1 Dated: 5/21/2026

We will bill per actual installed quantities at provided unit pricing for all signed quotes.

New customers must get prequalified with Falcon Contracting and may be subject to paying up to 50% deposit for total work contracted.

Scope will not be broken out without prior discussion and agreement from Falcon Contracting.

Please note, Falcon Contracting has a local project minimum of \$2,500 as well as various scope minimums that may apply. Additional fees may apply for non-local work.

Falcon Contracting reserves the right to review pricing due to any applicable tariffs or changes in trade rules prior to contract acceptance.

DISCLAIMER: Standard State of Arizona insurance is provided. Up to 30 minutes of safety training on scheduled mob day is included. We meet minimum prevailing wage requirements. If prevailing wages are required, there will be an additional admin fee of \$1000. Retention will not be held for projects under \$10,000. Quote is valid for 30 days.

Customer Acceptance Signature:

Date:

PO Number:

**BUESING CORP.**Highway / Heavy Construction
AZ Lic. # A-ROC200645*"Simply the Best"*

Date: 6/4/2026

To: **Achen Gardner Construction**Attn: **Eric Simms**

Phone: -

Fax:

Bid Date: **June 4, 2026**

Project No:

Project:

California Half StreetLocation: **California Street - Boston Street to Commonwealth Avenue**City: **Chandler, Az**

We are pleased to submit the following cost estimate:

Pricing Good Through 12/31/2026 (See Standard Provisions)

QUANTITY	UNIT	DESCRIPTION	PRICE / UNIT	TOTAL
20,000	TON	NON LIMED MAG ABC DELIVERED IN BELLIES	\$ 21.85	\$ 437,000.00
	TON	NON LIMED MAG ABC DELIVERED IN SUPERS	\$ 23.40	
	LD	BROKEN CONCRETE DUMP FEE (24" MINUS - NO REBAR)	\$ 40.00	
	LD	BROKEN CONCRETE DUMP FEE (24" PLUS - NO REBAR)	\$ 50.00	
	LD	BROKEN ASPHALT DUMP FEE	\$ 25.00	
		DUMPSITE FOR DEMO ITEMS IS LOCATED AT		
		GERMANN AVE & HAMILTON IN CHANDLER		

Standard Provisions**SUFFICIENT QUANTITIES PER DELIVERY TO INSURE 4 HOUR MINIMUM PER TRUCK**

Prices do not include weekend, holiday, off hour, or overtime shipments. Additional charges may apply if any of these conditions occur. Unless otherwise stated, dirt haul prices exclude permits, loading, dust control & sweeping.

ALL PRICES ASSUME THAT BUESING CORP'S STANDARD INSURANCE IS ACCEPTABLE

Payment due on or before the 25th day of the month for work completed or materials delivered in the month prior. No retention withheld.

**ALL PRICING WILL BE HONORED THROUGH THE DATE SPECIFIED ABOVE
PROVIDED THAT WE RECEIVE A P.O., P.A., OR LETTER OF INTENT WITHIN 30 DAYS. If
JOB AWARD IS LONGER THAN 30 DAYS PLEASE NOTIFY US WITHIN THE 30 DAYS,**

AND WE WILL NEGOTIATE WITH MATERIAL SUPPLIERS TO ALLOW THE PRICE TO BE HONORED

Special Provisions

AGGREGATE PRICING INCLUDES AN ALLOWANCE OF 5 MINUTES PER LOAD FOR BELLIES OR 7 MINUTES PER LOAD FOR SUPERS TO GET FROM PROJECT ENTRANCE TO THE DUMPSITE, UNLOAD, & GET BACK TO THE PROJECT ENTRANCE.

BUESING WILL MAKE EVERY REASONABLE EFFORT TO HONOR THIS QUOTE & MEET CUSTOMER PRODUCTION EXPECTATIONS. HOWEVER, MATERIAL & TRUCK AVAILABILITY ARE BEYOND OUR CONTROL. ACCEPTANCE OF THIS QUOTE SHALL NOT SERVE AS A GUARANTEE THAT MATERIALS AND/OR TRUCKS WILL BE AVAILABLE WHEN REQUESTED.

If These Terms And Conditions Are Acceptable Please Sign This Form And Fax It Back To The Number Below

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified, provided there is an understanding between parties that the prime and / or subcontractor must receive an official award. If an official award, contract or subcontract is not consummated this proposal shall become null and void.

Company Name: **Achen Gardner Construction**

Authorized Person's Signature: _____

Date: _____

and GOOD LUCK !!!

Respectfully Submitted:

Cecil Wallace

3045 S 7th Street
(602) 845-3133

Phoenix, Arizona 85040
Cell: (602) 799-5702



Fisher Industries | 1302 West Drivers Way | Tempe, AZ 85284 | ph (480) 730-1033 | fax (480) 730-1264

MATERIALS QUOTE

Customer: Achen Gardner Contact: Zeke Madero Date: 06/02/26
Project: California Half Street Imp
Location: California St. - Boston St. to Commonwealth, Chandler

Southwest Asphalt A Division of Fisher Industries

Freight	Qty	Unit	Product Description	Price	TOTAL
F.O.B.	12	TN	MAG A1/2" or A3/4" SHRP PG 70-10	\$86.00	\$1,032.00
	1	HR	Hourly Truck Rental	\$135.00	\$135.00

SPECIAL TERMS OR CONDITIONS:			Special Terms	
			Sub Total	\$1,167.00
			Taxes	
			TOTAL	\$ 1,167.00

Prices good through **September 30, 2026**

PO. Required within 30 days of this quote to secure pricing

Payment Due net 30

☐ Bituminous Materials and Diesel Fuel will be price adjusted on a monthly basis using the ADOT Bituminous Index. *****MONTH 2024 will serve as the "Initial Cost."**

IN WITNESS WHEREOF, the parties indicated below execute this Purchase Order agreement.

Achen Gardner
Date

Name Title

Signature PO#

Southwest Asphalt 06/02/26
Date

Brian Clark Sales
Name Title

Signature



Quote

7018

Suncore Construction and Materials Inc.

An EEO/AA Employer

PO Box 778

Orem, UT

<https://suncore.build>

PROJECT California Half Street Improvements

CUSTOMER ACHEN GARDNER CONSTRUCTION LLC
(C132698)

CONTACT Zeke Madero , (602) 884 6023

CONTACT EMAIL zmadero@achen.com

QUANTITY 38 CY

DATE 02 Jun 2026

BID DATE 02 Jun 2026

END DATE 31 Dec 2026

ADDRESS 51 South Arizona Avenue
Chandler, AZ, 85225

CONCRETE

CODE	NAME	PRICE UOM	NOTES	WORK TYPES
401110	MAG AA STANDARD	\$139.00 CY		
251112	MAG B STANDARD	\$131.00 CY		

ADMIXTURES

CODE	NAME	PRICE UOM	NOTES
CHILLED	CHILLED WATER	\$2.00 PER CY	
HOT	HOT WATER	\$2.00 PER CY	

FEES

CODE	NAME	PRICE UOM	NOTES
DELCMIN13	PART LOAD DELIVERY FEE	\$250.00 EA	1 - 3 CY
DELCMIN37	PART LOAD DELIVERY FEE	\$200.00 EA	3.5 - 6.5 CY
ENVIRO	ENVIRONMENTAL CHARGE	\$20.00 LD	DELIVERY SURCHARGE
FUEL	FUEL SURCHARGE	\$36.47 LD	UPDATED WEEKLY BASED ON EIA.GOV PUBLISHED RATES
SATCY	SATURDAY PER CY FEE	\$8.00 CY	
TECH	TECH ADMIN FEE	\$5.00 LD	

NOTES

All prices are subject to credit approval and sales tax. Taxes are not included in quoted pricing. Included delivery fee per CYD is non-taxable. Opening fees for pours commencing between 6 pm and 4 am weekdays, weekends, and holidays are negotiated.

Signature and/or Acceptance of Material Constitutes that Owners or Contractors have read and agree to the Safety Cautions, Terms of Delivery and Release Details documented on the reverse side of this ticket.

SUNCORE CONSTRUCTION AND MATERIALS INC. REPRESENTATIVE

NAME Brad Keenan

TITLE Concrete Sales Manager

EMAIL bkeenan@suncore.build

PHONE (480) 650 9461

SIGNATURE

PLEASE READ CAREFULLY THE GENERAL TERMS & CONDITIONS ON THE REVERSE SIDE.
Such terms supersede all prior or contemporaneous agreements, representations and communications, both written and oral and fulfillment of Customer’s order does not constitute acceptance of any additional or different terms or conditions in Purchaser’s acceptance, Purchaser’s purchase order, or other documentation purporting to order the same or equivalent goods contained in this document.

NOTIFICATION OF ACCEPTANCE MUST BE MADE WITHIN 14 DAYS OR THIS QUOTE WILL BE VOID AND PRICES WILL NEED TO BE RENEGOTIATED.
To confirm acceptance of these prices, as quoted, please return one signed copy.

SUNCORE CONSTRUCTION AND MATERIALS INC. REPRESENTATIVE

SIGNATURE	NAME (PRINT)	DATE
ACHEN GARDNER CONSTRUCTION LLC REPRESENTATIVE		
SIGNATURE	NAME (PRINT)	DATE

Assumptions/Exclusions

1. Please review this proposal carefully, as we have attempted to provide a complete Scope of Services for your project. Any items requested to be staked while during the project but not listed in this Scope of Services will be considered non-contract additional services. Additional and re-staking services will be invoiced at our current hourly rate.
2. Any questions regarding the accuracy of construction staking will not be considered unless the Surveyor's reference points and stakes are preserved intact and in an undisturbed state. The AWLS project manager must be notified immediately if any stake's accuracy is called into question.
3. A minimum 48-hour working day notice will be required for scheduling work.
4. Contract staking, additional staking and re-staking services will be performed upon request with 48-hour notice and must be approved by the General Contractor prior to their request.
5. All staking shall be performed one time only. Anything staked more than once will be considered a "re-stake" and billed at our hourly rate.
6. The Surveyor shall coordinate directly with the General Contractor to determine offset distances and lath markings. If the GC is unavailable, the surveyor will use AWLS standards. The Surveyor shall provide cut sheets to the General Contractor upon request by email.
7. The General Contractor is responsible for scheduling as-builts with a 48-hour working day notice. Open trench utility as-builts must be obtained prior to backfill in order to provide signed and sealed as-builts at the end of the project.
8. This proposal is based on receiving digital data, i.e., CAD files from the Engineer of Record, including PDF or a hard copy of the approved stamped plans.
9. The General Contractor and his subcontractors shall maintain and use sets of approved plans at the project site and verify to the best of their ability the accuracy all stakes prior to construction. The General Contractor and his subcontractors shall not be liable for the accuracy of the Surveyor's stakes unless disturbed prior to construction.
10. Any changes in or additions to the Project within its general scope will result in a fee adjustment or change order.
11. This bid is for construction staking and as-built services only. This scope of services does not include setting property corners unless AWLS is the Surveyor of Record for the property.
12. This scope and fee proposal does not include Engineer's Certifications, Substantial Completion letters, filing of "Approval of Construction" (AOC), for water & sewer, etc. This task is not in the purview of a Land Surveyor, but rather the Engineer of Record without exception.
13. Any ALTA Surveys, Topo Maps, Legal Descriptions, Record of Surveys, or setting of property corners is excluded in its entirety.

GENERAL TERMS AND CONDITIONS

1. **CONDITION OF SALE:** All accounts are due the 15th of the month following date of purchase. In the event payment is not made by the 15th of the month following purchase, Purchaser agrees to a reasonable attorney's fee, if collection is made, by suit or otherwise, plus a FINANCE CHARGE OF 1.5% per month (ANNUAL PERCENTAGE RATE OF 18.00%), and hereby waives all rights to claim exemption under state laws.
2. **CREDIT:** If at any time the financial responsibility of the Purchaser becomes unsatisfactory to Suncore in its sole and absolute discretion, Suncore reserves the right to require payments in advance, or satisfactory security or guarantee that invoices will be paid when due. If the Purchaser fails to comply with the terms of payment, Suncore, reserves the right to cancel the unfilled portion of the contract without notice, Purchaser remaining liable for all unpaid accounts. No waiver of such rights shall be implied from any failure by Suncore to exercise this option.
3. **TAXES:** Any taxes which are now levied, or may be levied during the life of this Contract, by the United States Government, or any State or political subdivision thereof, on the ready mixed concrete quoted herein, or its ingredients, or on the sale or purchase thereof, or on the incidental transportation charges, when the same are required to be paid by or collected by Suncore shall be added to the prices named herein.
4. **ESCALATION:** Prices quoted herein are based on Suncore's existing labor costs, and costs of raw materials, and on the prevailing costs of the transportation of the raw materials, whether by public or private carrier. If such costs or rates increase during the life of this Contract, the prices on deliveries thereafter may be adjusted to compensate for the full amount of the charge.
5. **MINIMUM LOADS:** Prices are based on loads greater or equal to 4.00 cubic yards. A minimum load charge will be assessed for loads of less than 4.00 cubic yards.
6. **OVERTIME DELIVERIES:** Saturday and Sunday deliveries and all deliveries leaving the Suncore plant before 6:00 A.M. and after 3:30 P.M. Monday through Friday may be assessed Overtime fees. Suncore reserves the right to limit overtime deliveries. Hourly plant opening charges may also be assessed in overtime situations.
7. **EXCESS UNLOADING TIME:** The concrete prices quoted are based on prompt unloading of trucks. A maximum of 5 minutes per cubic yard is allowed for unloading. Demurrage will be charged on all trucks held at the job in excess of time allowed.
8. **DELIVERY SCHEDULE:** Delivery schedules will be fulfilled to the best of Suncore's ability. No claims will be allowed because of failure to fulfill delivery schedules.
9. **ROADWAYS:** When ready mixed concrete is to be delivered to places other than on paved roadways, the Purchaser shall provide roadways or approaches permitting access of Suncore's loaded trucks to the point of delivery under their own power. If Purchaser orders delivery to be made beyond the curb line or off the main roadway, the Purchaser agrees to assume all liability for damage to sidewalks, driveways, or other property caused by Suncore's equipment in making such deliveries. The purchaser agrees to pay all towing charges if job site conditions cause equipment to become stuck or disabled.
10. **WASHDOWN AREA:** The Purchaser agrees to provide an area on the delivery site approximate to the delivery location for the cleaning and washdown of mixer chutes following completion of delivery. It is illegal to discharge wash water, dirt or debris onto roads or into storm drains or waterways. The area designated by the Purchaser for cleaning and washdown must meet environmental regulations and municipal laws and statutes. Suncore's drivers will comply with environmental regulations.
11. **SPECIFICATIONS AND DESIGNS:** Cement and aggregates are guaranteed to meet the applicable A.S.T.M. specifications. Suncore does not assume responsibility for any further guarantee unless made specifically in writing and attached to and made a part of this Contract. When the compressive strength of the concrete is to be guaranteed by Suncore the properties shall be set by Suncore and shall be such that when the concrete is tested as required by A.S.T.M. specification C94, it shall meet the applicable requirements of that specification. When design of mixes and control of concrete is required to be done by any other than Suncore, Suncore will not assume responsibility for the quality or the quantity of the resultant concrete, and Suncore responsibility shall be considered to have been met in full when such concrete has been delivered to job site.
12. **ADMIXTURES:** If any admixtures, not regularly used and recommended by Suncore are required by the Purchaser, they shall be furnished by the purchaser unless otherwise agreed upon. The Purchaser agrees to be exclusively responsible for the effect of such admixtures on the concrete. Any and all expenses incurred by Suncore in handling Purchaser's admixtures shall be borne by the Purchaser. Suncore is not responsible for the slump, strength or quality of any concrete to which water or any other material has been added by the Purchaser or at his request.
13. **COLOR:** Since the cement used in concrete mixes is manufactured by others, the color of the cement and the color of the concrete is not guaranteed. Suncore uses a state-of-the-art color dispensing system to insure color consistency in all of Suncore's colored products. However, there are other factors that influence the finished color that Suncore has no control over i.e.: humidity, subgrade moisture, temperature, cement color, and finishing technique. Suncore will make every reasonable effort to match color from day to day but cannot guarantee an exact match due to variables beyond Suncore control.
14. **CLAIMS:** The Purchaser's claims of Suncore's failure to meet the requirements of A.S.T.M. specification for Ready Mixed Concrete, Designation C94, shall be deemed waived unless made in writing within thirty days from time of delivery. Suncore shall be given full opportunity to investigate such claims. Suncore liability shall in no event exceed the delivered price of the concrete against which the claim is made.
15. **VOLUME OF CONCRETE:** Prices and quantities are based upon the WET VOLUME at the time of discharge from the delivery truck. Suncore will not take plan measurements, or form measurements, or be subject to measuring the finished work to verify quantity delivered. Purchaser may at any time have a competent Laboratory make a yield check at the job site to determine the volume of wet concrete in any truck load, the expense of such tests to be borne by the Purchaser. Or upon notice from the Purchaser, Suncore will make a yield check by the weight method on the job site in the presence of the Purchaser and without cost to the Purchaser. If the volume is found to be less than that shown on the delivery ticket Suncore will immediately correct the deficiency and will compensate the Purchaser accordingly for that day's pour only, and not retroactive to any previous pours. Quantities as shown on delivery tickets shall be binding unless immediately proved in error.
16. **TESTING AND INSPECTION:** The Purchaser shall have the right to install his representative at the plant of Suncore to do the designing, testing, and inspecting and oversee the weighting and mixing of the materials covered by this Contract. The Purchaser shall assume the expense of the designing, testing, and inspecting of the concrete and its ingredients when required to be done by any other than Suncore and also the expense of submitting samples of material for approval, and preliminary concrete design tests if such tests are required.
17. **FINISHED WORK NOT GUARANTEED:** Suncore having no control over the placing or the care of the concrete after unloading, will not, therefore, guarantee the finished work in which it is used. SUNCORE MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE MATERIALS/PRODUCTS PURCHASED AND DELIVERED IN CONNECTION HERewith, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW.
18. **READY MIXED CONCRETE IS NOT RETURNABLE FOR CREDIT:** No delivery is subject to cancellation after being loaded at Suncore's plant.
19. **TERRITORY:** If this is a General Quotation, and not for a specified location or project, the quoted prices herein are for delivery within existing delivery areas.
20. **FORCE MAJEURE:** Suncore shall not be liable for any delay or failure in performance results from any event of Force Majeure. The term "Force Majeure", as used in this Agreement, means cause or causes which are not within the control of the party or parties claiming Force Majeure, and includes, but is not limited to acts of God, including fire, flood, frosts, landslide, washout, atmospheric disturbances, lightning, storm, tornado, earthquake, acts of public enemy, including war, riot, blockage, insurrection, civil disturbances, strikes, lockouts, or material shortages.



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

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

Deliver To:

From: Hector Flores
hector.flores@ferguson.com

Comments:

16:39:48 JUN 05 2026

Page 1 of 1

FERGUSON WATERWORKS #3083**Price Quotation**

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

Bid No: B482465
Bid Date: 06/05/26
Quoted By: HBF

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

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

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

Cust PO#: PLEASE ADVISE**Job Name:** CALIFORNIA HALF ST

Item	Description	Quantity	Net Price	UM	Total
P80BX	8 X 20 FT PVC S80 BE PIPE	40	1924.280	C	769.71

Net Total: \$769.71
Tax: \$0.00
Freight: \$0.00
Total: \$769.71

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

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

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

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
 Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

Buyer shall accept delivery of products within 60 days of Seller receiving the products at Seller's warehouse. If Buyer causes or requests a delay in delivery of the products, Buyer may be subject to storage fees and additional costs caused by such delay. Seller reserves the right to requote the products and reschedule the delivery date, subject to manufacturer's lead times and price increases, if Buyer is unable to accept delivery within 60 days.

**HOW ARE WE DOING? WE WANT YOUR FEEDBACK!**

Scan the QR code or use the link below to
 complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=3083&on=11045>

EXHIBIT H

BUILDERS RISK INSURANCE